

## SHARE EXCHANGE AGREEMENT

**THIS AGREEMENT** is made effective as of May 30, 2017 (the “**Effective Date**”).

**AMONG:**

**WINSTON RESOURCES INC.**, a company existing under the laws of the Province of British Columbia, having an office at 800 – 1199 West Hastings Street, Vancouver, BC V6E 3T5

(“**Winston**”)

**AND:**

**GT THERAPEUTICS CORPORATION, dba GREEN TREE THERAPEUTICS**, a corporation existing under the laws of the Province of British Columbia, having an office at 806 – 1288 Alberni Street, Vancouver, BC V6E 4N5

(“**GTT**”)

**AND:**

**JUSTIN LIU**, an individual having an address at 1066 Groveland Road, West Vancouver, BC V7S 1Z4

(“**Liu**”)

**AND:**

**JESSICA SNYDMILLER**, an individual having an address at PO Box #3 Station 5 Nanaimo BC V9R 5K4

(“**Snydmiller**”)

**AND:**

**DANTES ENTERPRISES LTD.**, a corporation existing under the laws of the Province of British Columbia, having an office at 402 – 1141 Burnaby Street, Vancouver, BC V6E 1P3

(“**Dantes**”, collectively with Liu and Snydmiller, the “**GTT Shareholders**”, and each a “**GTT Shareholder**”)

**WHEREAS:**

- A. The GTT Shareholders are the legal and beneficial owners of all of the issued and outstanding common shares in the capital of GTT (the “**GTT Shares**”);

- B. Winston has agreed to purchase all of the outstanding GTT Shares (the “**Acquisition**”) on the terms and conditions set forth in this Agreement; and
- C. The GTT Shareholders have agreed to the Acquisition.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

## **1. Definitions and Schedules**

### 1.1 Definitions:

- (a) “**Acquisition**” has the meaning assigned to that term in Recital B;
- (b) “**Agreement**” means this agreement and any Schedules attached hereto;
- (c) “**Applicable Laws**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;
- (d) “**Assets**” means all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, which are belonging to or usually or ordinarily used in the Business, as a going concern, or to which GTT is entitled in connection with the Business, including without limitation:
  - (i) the Books and Records;
  - (ii) the Material Contracts;
  - (iii) the Goodwill;
  - (iv) the Intangible Property;
  - (v) the Owned Equipment; and
  - (vi) the Inventory.
- (e) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended from time to time;
- (f) “**Board and Management Requirement**” has the meaning assigned to that term in Section 3.1;
- (g) “**Books and Records**” means all books, records, files, documents and other written Information relating to the Business or GTT, including without limitation the following:
  - (i) lists of customers, service providers and suppliers (past, present and potential);
  - (ii) price lists;
  - (iii) records with respect to costs, prepaids, deposits and equipment;

- (iv) advertising matter, correspondence, mailing lists, photographs, sales materials and records, purchasing materials and records;
  - (v) sales order and purchase order files;
  - (vi) correspondence files (including correspondence relating to discounts, rebates, deposits, tax credits, future commitments, standards of any relevant Governmental Authority, social service taxes, goods and services taxes, and claims or complaints by customers or clients); and
  - (vii) other records used in or required to continue the Business as heretofore and presently being conducted by GTT;
- (h) “**Business**” means the business of distribution and sales of cannabis vaporizers and other cannabis products;
  - (i) “**Closing**” or “**Closed**” has the meaning assigned to that term in Section 10.1;
  - (j) “**Closing Date**” has the meaning assigned to that term in Section 10.1;
  - (k) “**Communication**” has the meaning assigned to that term in Section 14.8;
  - (l) “**Drop Dead Date**” means August 31, 2017, or such other date as the parties may mutually approve in writing;
  - (m) “**Effective Date**” has the meaning ascribed to that term on the first page hereof;
  - (n) “**Employment Agreement**” has the meaning ascribed to that term in Section 3.3;
  - (o) “**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, liabilities, demands and equities of any nature, including without limitation, any liability for accrued but unpaid taxes;
  - (p) “**Escrow Agreement**” has the meaning assigned to that term in Section 2.4;
  - (q) “**Escrow Requirement**” has the meaning assigned to that term in Section 2.4;
  - (r) “**Escrow Shares**” has the meaning assigned to that term in Section 2.4;
  - (s) “**Exchange**” or “**CSE**” means the Canadian Securities Exchange;
  - (t) “**Exemptions**” has the meaning ascribed thereto in Section 2.8(a);
  - (u) “**Filing Statement**” means the filing statement prepared in connection with the Acquisition, or such other prospectus-level disclosure document as is required or permitted by the Exchange to be filed in connection with the Acquisition;
  - (v) “**Goodwill**” means the goodwill of GTT including, without limitation, all customer lists, documents, records, correspondence and other Information related to the Business;
  - (w) “**Government Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory

instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the Exchange and the applicable Securities Commissions;

- (x) “**GTT**” has the meaning ascribed to that term on the face page of this Agreement;
- (y) “**GTT Approvals**” means all necessary approvals and consents required to be obtained by GTT in connection with the transactions contemplated by this Agreement;
- (z) “**GTT Financial Statements**” means collectively, the audited consolidated balance sheets, statements of income, retained earnings and cash flows of GTT for the years ended July 31, 2015 and July 31, 2016, prepared in accordance with international financial reporting standards, and the unaudited interim financial statements for the three and nine months ended April 30, 2017;
- (aa) “**GTT Shareholder Consent Agreement**” means the consent agreement to be entered into between Winston each New GTT Shareholder, the form of which is attached hereto as Schedule P;
- (bb) “**GTT Investigation**” has the meaning assigned to that term in Section 5.1(a);
- (cc) “**GTT Nominees**” has the meaning assigned to that term in Section 6.3;
- (dd) “**GTT Representatives**” has the meaning assigned to that term in Section 5.1(a);
- (ee) “**GTT Shareholder**” means a party listed as legal and beneficial shareholder of GTT on Schedule A of this Agreement;
- (ff) “**GTT Shares**” has the meaning assigned to that term in Recital A;
- (gg) “**GTT Subsidiaries**” means the wholly owned Subsidiaries as set out in Schedule C;
- (hh) “**Intangible Property**” means all right, title and interest of GTT in and to all registered and unregistered trademarks, trade or brand names, copyrights, designs, inventions, patents, software, licenses, distribution agreements, authorities, restrictive covenants, and other rights used in connection with the Business;
- (ii) “**ITA**” means the *Income Tax Act* (Canada);
- (jj) “**Listing**” has the meaning assigned to that term in paragraph 4 of Schedule E;
- (kk) “**LOI**” means the letter of intent between Winston and GTT dated February 24, 2017;
- (ll) “**Material Contracts**” means contracts, agreements and other material documents of a Person of any kind whatsoever including, without limitation, lease agreements, license agreements, assignment agreements, operating agreements, joint venture agreements, acquisition and disposition agreements, employment agreements, shareholder or voting agreements, share purchase or sale agreements, bank and financial institution loans, promissory notes, debenture, general security, subordination and priority agreements that are material to such Person’s business;

- (mm) “**McMillan**” means McMillan LLP, legal counsel to Winston;
- (nn) “**Name Change**” has the meaning assigned to that term in Section 4.1;
- (oo) “**New GTT Shareholder**” means a person purchases, is transferred, or otherwise acquires GTT Shares on a date that is after the execution of this Agreement;
- (pp) “**Old Documents**” has the meaning assigned to that term in Section 10.2(a)(iii);
- (qq) “**Owned Equipment**” means all equipment, computer equipment, production equipment, office equipment, furniture, furnishings and tools of any kind owned by GTT and used or held for use in connection with the Business and any warranties of manufacturers and maintenance in relation to the foregoing, a complete and accurate list of which is attached as Schedule J;
- (rr) “**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);
- (ss) “**Personal Information**” has the meaning assigned to that term in Section 13.3;
- (tt) “**Purchase Price**” has the meaning assigned to that term in Section 2.1;
- (uu) “**Regulatory Approval**” means all approvals, consents, waivers, permits, orders or exemptions from any Government Authority having jurisdiction or authority over any party hereto which are required to be obtained in order to permit the Acquisition to be effected, including, without limitation, approval of the Exchange and the applicable Securities Commissions;
- (vv) “**Securities Act**” means the *British Columbia Securities Act*, R.S.B.C. 1996, c.418, as amended and the current rules and regulations thereunder, and the blanket rulings, orders and instruments issued by the British Columbia Securities Commission;
- (ww) “**Security**” or “**Securities**” means any shares, ownership interests, stock options, stock option plans, employee share ownership plans, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” as that term is defined in the Securities Act;
- (xx) “**Securities Commissions**” means collectively the British Columbia Securities Commission and such other commissions as may hold jurisdiction over the transactions contemplated herein;
- (yy) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (zz) “**Subsidiary**” means a subsidiary within the meaning of Section 2(2) of the BCBCA and “**Subsidiaries**” means more than one Subsidiary;

- (aaa) **“Tax”** or **“Taxes”** means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, value-added tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the forgoing;
- (bbb) **“Third Party”** means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual other than a party to this Agreement;
- (ccc) **“Time of Closing”** has the meaning assigned to that term in Section 10.1;
- (ddd) **“U.S. Person”** means a U.S. person as defined in Rule 902(k) of Regulation S under the U.S. Securities Act;
- (eee) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended;
- (fff) **“Winston”** has the meaning ascribed to that term on the face page of this Agreement;
- (ggg) **“Winston Approvals”** means all necessary approvals and consents required to be obtained by Winston in connection with the transactions contemplated by this Agreement;
- (hhh) **“Winston Common Shares”** means common shares in the capital of Winston;
- (iii) **“Winston Disclosure Documents”** has the meaning assigned to that term in paragraph 9 of Schedule E;
- (jjj) **“Winston Financial Statements”** has the meaning assigned to that term in paragraph 16 of Schedule E;
- (kkk) **“Winston Investigation”** has the meaning assigned to that term in Section 5.2(a);
- (lll) **“Winston Nominees”** has the meaning assigned to that term in Section 6.3;
- (mmm) **“Winston Representatives”** has the meaning assigned to that term in Section 5.2(a);
- (nnn) **“Winston Resignations”** has the meaning assigned to that term in Section 3.2; and
- (ooo) **“Winston Payment Shares”** means the Winston Common Shares to be issued to the GTT Shareholders under the terms and conditions of this Agreement.

1.2 Schedules:

The following Schedules are attached to and form part of this Agreement:

Schedule	Title
A	GTT Authorized and Issued Securities
B	Winston Authorized and Issued Securities

C	Subsidiaries
D	Representations and Warranties of GTT
E	Representations and Warranties of Winston
F	Representations and Warranties of the GTT Shareholders
G	GTT Material Contracts
H	Winston Material Contracts
I	GTT Intangible Property
J	Owned Equipment & Inventory
K	Management Incentive Milestones
L	List of Encumbrances
M	Litigation
N	Insurance Policies
O	List of Employees
P	GTT Shareholder Consent Agreement

## 2. Purchase and Sale

- 2.1 Subject to the terms and conditions of this Agreement, the GTT Shareholders agree to sell all of their ownership interest in and to the GTT Shares, as described in Schedule A, to Winston free and clear of all Encumbrances and Winston agrees to purchase all of the GTT Shares for an aggregate purchase price of \$2,475,000 (the “**Purchase Price**”).
- 2.2 The Purchase Price shall be satisfied by Winston issuing pro rata to the GTT Shareholders 5,500,000 Winston Payment Shares at a deemed price of \$0.45 per share on Closing as more particularly set out in Schedule B. The Parties acknowledge and agree that the fair market value of the Winston Payment Shares issued to the GTT Shareholders in exchange for the GTT Shares will be equal to the fair market value of the GTT Shares surrendered in exchange therefor, and such Winston Payment Shares represent the sole consideration received by the GTT Shareholders in exchange for the GTT Shares.
- 2.3 Any Winston Payment Shares received by a “Related Person”, as defined in the Exchange Policy 1, and certain other Winston Payment Shares as may be required by the Exchange (“**Escrow Shares**”), will be subject to escrow conditions prescribed by the Exchange pursuant to the terms of an agreement (the “**Escrow Agreement**”) to be entered into among Winston, the holders of Escrow Shares and Computershare Investor Services Inc.
- 2.4 The GTT Shareholders acknowledge and agree that their Winston Payment Shares will be subject to escrow under the rules and policies imposed by the Exchange, to be held in escrow and to be released to the GTT Shareholders or its designated nominees in stages based on the passage of

time (the “**Escrow Requirement**”). The GTT Shareholders acknowledge and agree that its designated nominees will abide by whatever Escrow Requirement is imposed by the Exchange and prior to the Closing Date will (i) enter into the form of escrow agreement required by the Exchange and (ii) deposit in escrow their respective Escrow Shares.

- 2.5 Winston agrees that the GTT Shareholders may jointly elect with Winston under subsection 85(1) of the ITA in respect of the Acquisition in the prescribed form and within the time as prescribed by the ITA, and the amount to be jointly elected by the GTT Shareholders and Winston may be determined by the GTT Shareholders, acting reasonably and in compliance with the provisions of the ITA, provided that the GTT Shareholders will reimburse Winston in respect of any reasonable professional fees incurred by Winston in respect of the filing of such elections.
- 2.6 All outstanding warrants, options and other convertible securities of GTT, if any, will be cancelled prior to Closing.
- 2.7 Winston does not assume and shall not be liable for any taxes under the ITA or any other taxes whatsoever which may be or become payable by the GTT Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by the GTT Shareholders to Winston of the GTT Shares herein contemplated, and the GTT Shareholders shall indemnify and save harmless Winston from and against all such taxes.
- 2.8 Each GTT Shareholder hereby acknowledges and agrees with Winston as follows:
- (a) the transfer of the GTT Shares and the issuance of the Winston Payment Shares in exchange therefor will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
  - (b) as a consequence of acquiring the Winston Payment Shares pursuant to the Exemptions:
    - (i) the GTT Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
    - (ii) the GTT Shareholder may not receive Information that might otherwise be required to be provided to the GTT Shareholder, and Winston is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by Winston;
    - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Winston Payment Shares;
    - (iv) there is no government or other insurance covering the Winston Payment Shares; and
    - (v) an investment in the Winston Payment Shares is speculative and of high risk;
  - (c) the certificate representing the Winston Payment Shares will bear such legends as required by Securities Laws and the policies of the Exchange and it is the responsibility of the GTT Shareholder to find out what those restrictions are and to comply with them before selling the Winston Payment Shares; and



- (d) the GTT Shareholder is knowledgeable of, or has been independently advised as to, the Applicable Laws of that jurisdiction which apply to the sale of the GTT Shares and the issuance of the Winston Payment Shares and which may impose restrictions on the resale of such Winston Payment Shares in that jurisdiction and it is the responsibility of the GTT Shareholder to find out what those resale restrictions are, and to comply with them before selling the Winston Payment Shares.

### 3. Director and Officer Appointments

- 3.1 On the Closing, provided such persons meet all necessary legal and regulatory requirements and are willing and able to act in the positions shown below, the directors and officers of Winston shall consist of the following persons (the “**Board and Management Requirement**”) and Winston shall take all necessary steps to obtain resignations of existing directors and officers in order for these appointments to be effective on Closing:

Jessica Snyder	Director
Quinn Field-Dyte	Director and Chief Executive Officer
Michael Young	Director
Suzette Ramcharan	Director

On Closing, the Board of Directors of Winston shall consist of four members, one to be nominated by GTT and three to be nominated by Winston.

- 3.2 At the Closing, Winston shall deliver resignations (the “**Winston Resignations**”) of those directors and officers of Winston who are either not continuing with Winston or are continuing in a different capacity or role, such resignations to include waivers in respect of any liabilities of Winston to them in a form acceptable to GTT, acting reasonably.
- 3.3 At the Closing, Winston and GTT will enter into an employment agreement with Quinn Field-Dyte in relation to his position as Chief Executive Officer (the “**Employment Agreement**”).

### 4. Other Terms and Conditions

- 4.1 Winston agrees to take all necessary steps to change its name to “GT Therapeutics Corporation, dba Green Tree Therapeutics” or such other name as GTT and Winston may mutually agree and which is acceptable to the Exchange and the registrar of companies for British Columbia (the “**Name Change**”) to be effective on the Closing Date.
- 4.2 The Board of Directors of Winston shall have approved the Acquisition and shall be authorized to enter into each of the LOI and this Definitive Agreement prior to execution of this Agreement;
- 4.3 The Board of Directors of GTT shall have approved the Acquisition and shall be authorized to enter into each of the LOI and this Definitive Agreement prior to execution of this Agreement;
- 4.4 The shareholders of Winston shall have approved the Acquisition and related transactions prior to execution of this Agreement;

4.5 The GTT Shareholders shall have approved the Acquisition and related transactions prior to the execution of this Agreement;

4.6 Each of Winston and GTT shall have completed their respective due diligence reviews.

## 5. Covenants, Agreements and Acknowledgements

5.1 Winston covenants and agrees with GTT that from and including the Effective Date through to and including the Closing Date it shall:

- (a) permit GTT, through its directors, officers, employees and authorized agents and representatives (collectively the “**GTT Representatives**”) at GTT’s own cost, full access during normal business hours to Winston’s books, records and property including, without limitation, all of the assets, material contracts and minute books of Winston, and any Information relating to Winston’s directors or officers, so as to permit GTT to make such investigation (the “**GTT Investigation**”) of Winston as GTT deems necessary;
- (b) use its reasonable commercial efforts to complete the Winston Investigation (as such term is defined in Section 5.2(a)) within 30 days of the date that the Winston Representatives (as such term is defined in Section 5.2(a)) receive all required due diligence materials in order to complete the Winston Investigation;
- (c) with the cooperation of GTT and the GTT Shareholder, use commercially reasonable efforts to obtain Regulatory Approval for this Agreement and the transactions contemplated hereunder as soon as reasonably possible following receipt of any materials required from GTT pursuant to Section 5.2(a), which efforts will include, among other things, producing and filing with the Exchange the Filing Statement or such other form as is required or permitted by the Exchange in respect of the Acquisition, with the assistance of GTT, and the parties acknowledge and agree that Winston will be responsible for the costs associated with the items enumerated in paragraph 5.1(b);
- (d) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of Winston remain true and correct and not do any such act or thing that would render any representation or warranty of Winston untrue or incorrect;
- (e) preserve and protect the Listing;
- (f) not solicit or negotiate with any other Person in respect of any offer to buy, or offer to agree to sell, or sell or issue, any of its assets or unissued shares in its capital or any interest therein and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than GTT;
- (g) use reasonable commercial efforts to obtain all Winston Approvals, any consents and waivers and give all notices, which are required prior to Closing;
- (h) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary

Winston Approvals and Regulatory Approval under Applicable Laws and Exchange requirements to the transactions contemplated hereby;

- (i) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (j) not incur or commit to incur any debt other than in the ordinary course of business and for professional fees in connection with the transactions contemplated by this Agreement;
- (k) not make any expenditures out of the ordinary course of business, other than as contemplated herein;
- (l) not declare or pay any dividends or distribute any of its properties or assets to shareholders;
- (m) not enter into or amend or terminate any Material Contracts out of the ordinary course of business, other than in connection with this Agreement;
- (n) not alter or amend its articles or by-laws;
- (o) not redeem, purchase or offer to purchase any Winston Common Shares or other Securities; and
- (p) not acquire, directly or indirectly, any assets, including but not limited to Securities of other companies, other than as contemplated herein.

5.2 GTT covenants and agrees with Winston that from and including the Effective Date through to and including the Closing Date it shall:

- (a) permit Winston, and their authorized agents and representatives (collectively, the "**Winston Representatives**"), at Winston's own cost, full access during normal business hours to GTT's books, records and property including, without limitation, all of the Assets, Material Contracts and Books and Records of GTT and any Information relating to GTT and the GTT Subsidiaries' directors, officers and shareholders, so as to permit the Winston Representatives to make such investigation (the "**Winston Investigation**") of GTT as Winston deems necessary;
- (b) use its reasonable commercial efforts to complete the GTT Investigation within 30 days of the date that the GTT Representatives receive all required due diligence materials in order to complete the GTT Investigation;
- (c) use its reasonable commercial efforts to provide to Winston, at the request of Winston as soon as available, all such further Information, documents, instruments and materials and do all such acts and things as may be required by Winston to obtain Regulatory Approval including, but not limited to, providing to Winston:
  - (i) the GTT Financial Statements in a form acceptable to the Exchange in connection with the Acquisition;
  - (ii) a valuation of the Assets of GTT in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange

or it is mutually determined by GTT and Winston that it would be beneficially to provide such valuation to the Exchange; and

- (iii) for each director, officer, person who performs investor relations activities, or major shareholder who will hold or control, directly or indirectly, more than 10% of the Winston Common Shares on Closing, a fully completed and properly executed personal information form in the form required by the Exchange;
- (d) do all such acts and things necessary to ensure that all of the representations and warranties of GTT remains true and correct and not do any such act or thing that would render any representation or warranty of GTT untrue or incorrect except as contemplated by this Agreement;
- (e) preserve and protect the Assets,
- (f) not solicit or negotiate with any other Person in respect of any participation interest or agreement in relation to the Assets, offer to buy, or offer to agree to sell, or sell any Assets or other assets of GTT or the GTT Subsidiaries or any interest therein or issue any shares in the capital of GTT or the GTT Subsidiaries or other securities and shall not allow GTT or the GTT Subsidiaries to merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than Winston;
- (g) use its reasonable commercial efforts to obtain all GTT Approvals, any consents and waivers and give all notices which are required prior to Closing;
- (h) execute all undertakings and comply with all requirements of the applicable securities laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary GTT Approvals and Regulatory Approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby;
- (i) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (j) not incur or commit to incur any additional debt out of the ordinary course of business and professional fees incurred with respect to this Agreement, except with the prior consent of Winston;
- (k) not make any material expenditures out of the ordinary course of business, other than as contemplated herein;
- (l) not declare or pay any dividends or distribute any of its properties or Assets to its shareholders;
- (m) not enter into any Material Contracts out of the ordinary course of business and shall not enter into or amend or terminate any Material Contracts in relation to the Assets;
- (n) not alter or amend its articles or by-laws;

- (o) not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber the Assets or any of its other assets; and
- (p) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

5.3 The GTT Shareholders covenant and agree with Winston that, prior to the Closing, the GTT Shareholders shall:

- (a) from and including the Effective Date through to and including the Time of Closing, not enter into any agreement for the sale, option, transfer, encumbrance or other disposition of all or any part of its GTT Shares;
- (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of its representations and warranties remain true and correct and not do any such act or thing that would render any of their representations or warranty untrue or incorrect except as contemplated by this Agreement;
- (c) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary approvals under Applicable Laws and Exchange requirements to the transactions contemplated hereby; and
- (d) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein.

## 6. Conditions Precedent

6.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions, any of which may be waived by any party hereto in whole or in part without prejudice to such party's right to rely on any other of them:

- (a) all other required Regulatory Approvals and other third-party approvals, including, without limiting the generality of the foregoing, the approval of the Acquisition by the CSE, applicable Securities Laws and applicable corporate laws will have been obtained for the Acquisition and all other transactions contemplated by this Agreement;
- (b) as of the Time of Closing, Winston will meet the minimum listing requirements, as outlined in Policy 2 *Qualifications for Listing* of the Exchange;
- (c) there will have been no material adverse change in the business, affairs, financial condition or operations of Winston between the date of the Winston Financial Statements and the Closing;
- (d) there will have been no material adverse change in the business, affairs, financial condition or operations of GTT between the date of the GTT Financial Statements and the Closing; and

- (e) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition; and all consents, orders and approvals required or necessary or desirable for the completion of the transactions provided for in this Agreement will have been obtained or received, all on terms satisfactory to each of the parties hereto, acting reasonably.

6.2 Winston's obligations under this Agreement including, without limitation, its obligation to close the transactions contemplated under this Agreement, are subject to the fulfillment, to its satisfaction, of the following conditions that:

- (a) on or before the Time of Closing, Winston will have been permitted to complete the Winston Investigation to its reasonable satisfaction;
- (b) on or before the Time of Closing, GTT shall have obtained the consent of the GTT Shareholders;
- (c) the Board of Directors of GTT will have approved the transfer of the GTT Shares to Winston;
- (d) on or before the Time of Closing, Winston will have been permitted to complete its review of the financial condition, business, properties, title, assets and affairs of GTT and the title of the GTT Shares to its reasonable satisfaction;
- (e) there shall be no dilutive Securities of GTT outstanding, except those discussed or agreed to in writing between the parties;
- (f) duly executed copies of the GTT Shareholder Consent Agreement signed by the New GTT Shareholders, if any;
- (g) GTT shall have no other Encumbrances on its Assets or incurred any other liabilities other the representations and warranties of GTT contained in Schedule D will be true and correct in all material respects at and as of the Closing;
- (h) the representation and warranties of the GTT Shareholders contained in Schedule F will be true and correct in all material respects at and as of the Closing;
- (i) all covenants, agreements and obligations hereunder on the part of GTT and the GTT Shareholders to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (j) on Closing, GTT and the GTT Shareholders will have delivered to Winston the documents required to be delivered by them pursuant to Section 10.2;
- (k) GTT shall have completed and delivered a valuation of the Assets of GTT in a form acceptable to the Exchange in connection with the Acquisition, if such valuation is requested by the Exchange or it is mutually determined by GTT and Winston that it would be beneficially to provide such valuation to the Exchange;
- (l) GTT shall have completed and delivered the GTT Financial Statements; and

- (m) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of GTT or the GTT Subsidiaries.

The conditions precedent set forth above are for the exclusive benefit of Winston and may be waived by it in whole or in part on or before the Time of Closing.

6.3 GTT, and the GTT Shareholders' respective obligations under this Agreement including, without limitation, their obligations to close the transactions contemplated under this Agreement, are subject to the fulfillment, to their satisfaction, of the following conditions that:

- (a) on or before the Time of Closing, GTT will have been permitted to complete the GTT Investigation to its reasonable satisfaction;
- (b) the Board of Directors of Winston will have approved the transactions contemplated herein;
- (c) on Closing the Board of Directors of Winston shall have been reconstituted to consist of two nominees of GTT (the "**GTT Nominees**") and two nominees of Winston (the "**Winston Nominees**");
- (d) Winston will not have incurred any liabilities other than those reasonably incurred in connection with the transactions contemplated in this Agreement and will have spent its cash on hand at the date of this Agreement exclusively in the ordinary course of business and for the purpose of completing the Acquisition and any other transaction contemplated hereby;
- (e) the representations and warranties of Winston contained in Schedule E will be true and correct in all material respects at and as of the Closing;
- (f) all covenants, agreements and obligations hereunder on the part of Winston to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (g) on Closing, Winston will have delivered to GTT the documents required to be delivered by them pursuant to Section 10.3; and
- (h) at any time prior to and including the Time of Closing, there will not have been any adverse material change in the business or affairs of Winston.

The conditions precedent set forth above are for the exclusive benefit of GTT and the GTT Shareholders and may be waived by GTT and the GTT Shareholders in whole or in part on or before the Time of Closing.

## 7. **GTT Representations and Warranties**

- 7.1 In order to induce Winston to enter into this Agreement and complete its obligations hereunder, GTT makes the representations and warranties to Winston set forth in Schedule D.
- 7.2 The representations and warranties of GTT contained in Schedule D are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

## 8. **Winston Representations and Warranties**

- 8.1 In order to induce GTT and the GTT Shareholders to enter into this Agreement and complete their respective obligations hereunder, Winston makes the representations and warranties to GTT and the GTT Shareholders contained in Schedule E.
- 8.2 The representations and warranties of Winston contained in Schedule E are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

## 9. **GTT Shareholders' Representations, Warranties and Acknowledgments**

- 9.1 In order to induce Winston to enter into this Agreement and complete its obligations hereunder, the GTT Shareholders make the representations and warranties to Winston set forth in Schedule F.
- 9.2 The representations and warranties of the GTT Shareholders contained in Schedule F are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

## 10. **Closing**

- 10.1 The completion of the transactions contemplated under this Agreement shall be closed (the "**Closing**" or, if used in the past tense, "**Closed**") at the offices of McMillan, at 11:00 a.m. (Vancouver Time) (the "**Time of Closing**"), on the date which is the fifth business day following the satisfaction or waiver of all conditions precedent as set out in Section 6, or such other time or day as the parties may agree upon (the "**Closing Date**"). In the event that the transactions contemplated under this Agreement have not closed on or before the Drop Dead Date, any one or more of Winston, GTT or the GTT Shareholders may terminate this Agreement by notice in writing to the other parties to this Agreement and this Agreement shall be of no further force and effect.
- 10.2 At the Time of Closing on the Closing Date, GTT and the GTT Shareholders shall deliver to Winston the following Closing documents:
- (a) certified true copies of any corporate authorizations which are necessary in order to authorize and approve this Agreement, GTT's and the GTT Shareholders' execution and delivery hereof and all of the transactions of GTT contemplated hereunder, which authorization shall include specific reference to:
    - (i) the sale and transfer of all beneficial ownership in and to the GTT Shares from the GTT Shareholders to Winston as provided for in this Agreement;
    - (ii) the transfer of all legal title of the GTT Shares from the GTT Shareholders to Winston or their designated nominees; and
    - (iii) the cancellation or endorsement for transfer of the certificates, documents and agreements (the "**Old Documents**") providing for and representing the outstanding GTT Shares;
  - (b) the Old Documents;



- (c) duly executed copies of the Escrow Agreement signed by all Related Persons (as that term is defined in the policies of the Exchange) of GTT;
- (d) a certificate of an officer of GTT certifying that (i) all of GTT's representations and warranties are true as of Closing, (ii) all of GTT's covenants have been performed, and (iii) all of the conditions for the benefit of the GTT have been complied with or waived;
- (e) a solicitor's opinion of GTT's counsel, in a form acceptable to Winston and Winston's counsel, acting reasonably;
- (f) a certificate of an officer of GTT to certify that GTT has no other Encumbrances on its Assets or incurred any other liabilities other than as disclosed in the GTT Financial Statements;
- (g) the Employment Agreement executed by Winston and Quinn Field-Dyde;
- (h) if GTT and Winston settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by GTT;
- (i) if GTT and Winston choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of Winston, acting reasonably, required to be delivered by the GTT Shareholders, and by GTT in order for them to have met their obligations under this Agreement.

10.3 At the Time of Closing on the Closing Date, Winston shall deliver to GTT the following:

- (a) certified true copies of the corporate authorizations of Winston which are necessary in order to authorize and approve this Agreement, Winston's execution and delivery hereof and all of the transactions of Winston contemplated hereunder, which authorization shall include specific reference to the approval of:
  - (i) this Agreement and the authorization of Winston's entry hereinto;
  - (ii) the purchase of the GTT Shares;
  - (iii) the issuance of Winston Payment Shares to the GTT Shareholders pursuant to the terms of this Agreement;
  - (iv) receipt of and acceptance of the Winston Resignations and the appointment of directors and officers as necessary to meet the Board and Management Requirement; and
- (b) certificates representing Winston Payment Shares issued on Closing which are not subject to the Escrow Requirement, registered in the names of or as directed by the GTT Shareholders as provided for in Section 2.2 of this Agreement;
- (c) evidence that Regulatory Approval has been obtained for the Acquisition;
- (d) the Winston Resignations;

- (e) a certificate of an officer of Winston certifying that (i) all of its representations and warranties are true as of Closing, (ii) all of its covenants have been performed, and (iii) all of the conditions for the benefit of Winston have been complied with or waived;
- (f) a solicitor's opinion of Winston's counsel, in a form acceptable to GTT's counsel, acting reasonably;
- (g) the Escrow Agreement executed by Winston;
- (h) the Employment Agreement executed by Winston;
- (i) if GTT and Winston settle on a mutually acceptable form of closing agenda prior to the Time of Closing, then such other closing documents as are listed on that closing agenda as closing documents to be delivered by Winston; and
- (j) if GTT and Winston choose not to or are unable to settle on a mutually acceptable form of Closing agenda prior to the Time of Closing, then such other materials that are, in the opinion of GTT, acting reasonably, required to be delivered by Winston in order for Winston to have met its obligations under this Agreement.

10.4 The items tabled at Closing pursuant to Sections 10.2 and 10.3 shall be held in escrow until all of such items have been tabled and Winston the GTT Shareholders have acknowledged that they are satisfied therewith, whereupon such escrow shall be terminated and the Closing shall have occurred. If such escrow is not released on or before 5:00 p.m. on the Closing Date and the Representatives do not agree to an extension of the escrow, the Closing shall not occur, and the balance of the documents tabled by each party pursuant to this Section 10.4 shall be returned to such party.

## **11. Termination**

11.1 This Agreement may be terminated by the mutual agreement of the parties hereto. Unless otherwise agreed in writing by the parties hereto, this Agreement shall terminate without further notice or agreement in the event that:

- (a) the Acquisition is rejected by the Exchange and all recourse and rights of appeal in respect of such rejection have been exhausted;
- (b) any condition precedent set out in Part 6 is not satisfied, released or waived on or before the Closing or such earlier date indicated therein; or
- (c) the Closing has not occurred on or before the Drop Dead Date, or such later date as may be approved by GTT, the GTT Shareholders and Winston in writing, and one of the parties hereto has provided a written termination notice to the other parties hereto pursuant to Sections 11.1 and 14.8.

## **12. Independent Legal Advice**

12.1 **EACH OF THE PARTIES TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT MCMILLAN HAS ACTED AS COUNSEL ONLY TO WINSTON AND THAT MCMILLAN IS NOT PROTECTING THE RIGHTS AND INTERESTS OF GTT OR THE GTT SHAREHOLDERS. WINSTON, GTT, AND THE GTT SHAREHOLDERS**

**ACKNOWLEDGE AND AGREE THAT WINSTON, GTT, AND MCMILLAN HAVE GIVEN THEM THE OPPORTUNITY TO SEEK INDEPENDENT LEGAL ADVICE WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT AND, FURTHER, THE GTT SHAREHOLDERS HEREBY REPRESENT AND WARRANT TO WINSTON, GTT, AND MCMILLAN THAT THEY HAVE SOUGHT INDEPENDENT LEGAL ADVICE OR WAIVE SUCH ADVICE.**

**13. Personal Information**

13.1 Each GTT Shareholder acknowledges and consents to: (i) the disclosure by Winston and GTT of Personal Information (hereinafter defined) concerning the GTT Shareholder to any Government Authority including, but not limited to, the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):

- (a) to conduct background checks;
- (b) to verify the Personal Information that has been provided about the GTT Shareholder;
- (c) to consider the suitability of the GTT Shareholder, as a holder of Securities of Winston;
- (d) to consider the eligibility of Winston to continue to list on the Exchange;
- (e) to provide disclosure to market participants as the Security holdings of Winston's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and Information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with Winston;
- (f) to detect and prevent fraud;
- (g) to conduct enforcement proceedings; and
- (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

13.2 The GTT Shareholders also acknowledge that: (i) the Exchange also collects additional Personal Information from other sources, including securities regulatory authorities in Canada or elsewhere, investigative law enforcement or self-regulatory organizations, and regulations service providers to ensure that the purposes set forth above can be accomplished; (ii) the Personal Information the Exchange collects may also be disclosed to the agencies and organizations referred to above or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; (iii) the Personal Information may be disclosed on the Exchange's website or through printed materials published by or pursuant to the direction of the Exchange; and (iv) the Exchange may from time to time use third parties to process Information and provide other administrative services, and may share the Information with such providers.

- 13.3 Herein, “**Personal Information**” means any Information about the GTT Shareholders required to be disclosed to any Government Authority, whether pursuant to a prescribed form or pursuant to a request made by a Government Authority.
- 13.4 The GTT Shareholders acknowledge and consent to: (i) the fact that Winston is collecting its Personal Information for the purpose of completing this Agreement; (ii) Winston retaining such Personal Information for as long as permitted or required by law or business practices; (iii) the fact that Winston may be required by securities laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any Personal Information provided by the GTT Shareholders in this Agreement.
- 13.5 The GTT Shareholders acknowledge that Winston has notified them of the contact information of the public official in their local jurisdiction who can answer questions about the indirect collection of Personal Information by the British Columbia Securities Commission, and Winston hereby notifies the GTT Shareholders of such contact information:

**British Columbia Securities Commission**  
P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: 604-899-6854  
Toll free in Canada: 1-800-373-6393  
Facsimile: 604-899-6581  
Email: FOI-privacy@bcsc.bc.ca

Public official contact regarding indirect collection of information: **FOI Inquiries**

#### **14. General**

- 14.1 Neither Winston nor GTT will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by the others, except that Winston may make a press release or filing with a regulatory authority if counsel for Winston advises that such press release or filing is necessary under applicable Securities Laws or the rules and policies of the Exchange, provided that Winston will provide GTT with the opportunity to review and provide comments prior to dissemination.
- 14.2 Each party to this Agreement will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as legal, accounting, tax, financial and business advice, among others, finder’s fees and any personal or corporate sales taxes, income taxes and capital gains.
- 14.3 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this subsection or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.
- 14.4 The Schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. The headings in this Agreement are for reference only and do not constitute terms of the Agreement. Whenever the singular or masculine is used in this Agreement the same shall be

deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.

- 14.5 This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein. In particular, upon the execution and delivery of this Agreement, the LOI, is hereby terminated and of no further force and effect.
- 14.6 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing of this Agreement.
- 14.7 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.
- 14.8 Any payment, notice, request, demand, election and other communication of any kind whatsoever (a “**Communication**”) to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or by fax to the parties at their following respective addresses:

To GTT or the GTT Shareholders:

GT Therapeutics Corporation  
Dba Green Tree Therapeutics  
806 – 1288 Alberni Street  
Vancouver, BC V6E 3T5

Attention: Justin Liu  
Email: [justinliu2828@gmail.com](mailto:justinliu2828@gmail.com)

To Winston:

Winston Resources Inc.  
800 – 1199 West Hastings Street  
Vancouver, BC V6E 3T5

Attention: Michael Young  
Fax: 1-888-241-5996  
Email: [michael@goldmedalcorp.com](mailto:michael@goldmedalcorp.com)

With a copy to Winston's counsel (which shall not constitute notice hereunder):

McMillan LLP  
1500 Royal Centre  
P.O. Box 11117  
1055 West Georgia Street  
Vancouver, British Columbia, V6E 4N7

Attention: Desmond M. Balakrishnan  
Fax: (604) 685-7084  
Email: desmond.balakrishnan@mcmillan.ca

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this subsection, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt.

- 14.9 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.
- 14.10 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.
- 14.11 The phrase "to the knowledge of" when used to modify or describe the state of knowledge of factual or legal matters relating to a party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean "to the knowledge of the party after diligent enquiry".
- 14.12 The headings in this Agreement are solely for convenience or reference and are not intended to be complete or accurate descriptions of content or to be guides to interpretation of this Agreement or any part of it.
- 14.13 The word "including", when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- 14.14 All references to currency are deemed to mean lawful money of Canada and all amounts to be calculated or paid pursuant to this Agreement are to be calculated in lawful money of Canada and to be paid by certified cheque or bank draft drawn on a Canadian chartered bank payable at par in Vancouver, British Columbia.
- 14.15 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.

- 14.16 Words importing the masculine gender include the feminine or neuter, words in the singular include the plural, a word importing a corporate entity includes an individual, and vice versa.
- 14.17 This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date first above written.

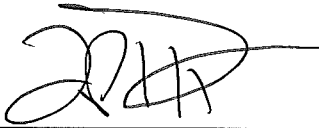
**GT THERAPEUTICS CORPORATION,  
DBA GREEN TREE THERAPEUTICS**

**WINSTON RESOURCES INC.**

Per:

  
\_\_\_\_\_  
Authorized Signatory

Per:

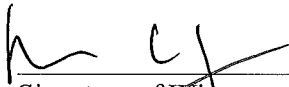
  
\_\_\_\_\_  
Authorized Signatory


**DANTES ENTERPRISES LTD.**

Per:

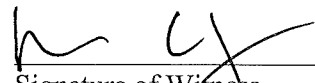
  
\_\_\_\_\_  
Authorized Signatory Authorized Signatory

SIGNED, SEALED & DELIVERED by  
JUSTIN LIU in the presence of:

  
\_\_\_\_\_  
Signature of Witness  
Name of Witness: MICHAEL YOUNG  
Address of Witness: 1518-800 W. PENDER ST.  
VANCOUVER BC V6C 2V6  
Occupation of Witness: CONSULTANT

  
\_\_\_\_\_  
JUSTIN LIU

SIGNED, SEALED & DELIVERED by  
JESSICA SNYDMILLER in the presence of:

  
\_\_\_\_\_  
Signature of Witness  
Name of Witness: MICHAEL YOUNG  
Address of Witness: 1518-800 W. PENDER ST.  
VANCOUVER BC V6C 2V6  
Occupation of Witness: CONSULTANT

  
\_\_\_\_\_  
JESSICA SNYDMILLER



**SCHEDULE A TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

**GTT Authorized Share Capital and Issued Securities**

<b>Class and Total Number Authorized</b>	<b>Total Number Issued</b>
100,000 Common Shares	100

**Registered and Beneficial Ownership of Issued Securities of GTT**

<b>Registered and Beneficial Shareholder</b>	<b>Number of GTT Shares Beneficially Owned</b>
Justin Liu	55
Jessica Snyder	18
Dantes Enterprises Ltd.	27
<b>Total</b>	<b>100</b>

**SCHEDULE C TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

Winston Authorized Share Capital and Issued Securities

Winston has one class of share capital, being common shares without par value, of which 24,887,445 are issued and outstanding as of the date of this Agreement.

As of the date of this Agreement, Winston has 22,759,447 common share purchase warrants outstanding.

As of the date of this Agreement, Winston has no stock options outstanding.

**Winston Payment Shares to be issued on Closing**

<b>Registered and Beneficial Shareholder</b>	<b>Number of Winston Payment Shares</b>
Justin Liu	3,025,000
Jessica Snyder	990,000
Dantes Enterprises Ltd.	1,485,000
<b>Total</b>	<b>5,500,000</b>

**SCHEDULE C TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

Subsidiaries

Nil.

**SCHEDULE D TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

Representations and Warranties of GTT

GTT represents, warrants and agrees as of the date hereof and at the Time of Closing (or at such time as may be specifically set out below) that:

1. GTT is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;
2. GTT has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own its Assets and to conduct its business as such business is now being conducted;
3. to the extent required, GTT is qualified to conduct business in the jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable;
4. GTT does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitutes a legal, valid and binding obligation of it;
6. the authorized share capital of GTT is, and will be at the Time of Closing as described in Schedule A, all of which shares will be at the time of Closing validly issued, fully paid and non-assessable and are registered and beneficially owned to the Persons and in amounts described in Schedule A, and will be, as at the Time of Closing, free and clear of all Encumbrances of any kind whatsoever;
7. the rights, privileges, restrictions and conditions attached to the GTT Shares are as set out in GTT's constating documents and under applicable corporate legislation;
8. there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which GTT is bound or obligated to issue additional shares in its capital or warrants, broker warrants, options or other rights to acquire shares in its capital, and to knowledge of GTT, the GTT Shares are not subject to the terms of any shareholder or voting trust agreement;
9. GTT has not entered into any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Third Party, for the

acquisition of any portion of the Assets of GTT which has not been terminated prior to the date hereof;

10. the Assets including all assets necessary to conduct the Business are owned and at the Time of Closing will be owned by GTT free and clear of all Encumbrances whatsoever other than as set out in Schedule M and GTT is not aware of any adverse claim or claims which may affect its ownership of the Assets;

11. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of GTT, or any agreement or instrument or statute or laws to which GTT is a party or by which the Assets of GTT are bound or any order, decree, statute, regulation, covenant or restriction applicable to GTT;

12. except as set out in Schedule N, to the knowledge of GTT, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of GTT) pending or threatened by or against GTT or affecting Assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and GTT is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

13. except as set out in Schedule N, to the knowledge of GTT, none of GTT, the Assets or the Business is in any respect infringing the right of any Person under or in respect of any patent, design, trademark, trade name, copyright or other industrial or intellectual property, and no Person has alleged to GTT a violation by GTT of such a right;

14. except as set out in Schedule N, to the knowledge of GTT, all of the Intangible Property of GTT is described in Schedule J and is owned by unencumbered good and marketable title, subject to no pending challenge, revocation, expiry or termination, and GTT is not required to pay any royalties, fees or other similar consideration to any Person with respect to the use of the Intangible Property, except as set out in Schedule J. Except as set out in Schedule J, there are no restrictions on the ability of GTT to use and exploit all rights in the Intangible Property, all statements in all applications for registrations of the Intangible Property were true and correct as of the date of such applications, each of the trade-marks and trade names in the Intangible Property is in use and none of the rights of GTT in the Intangible Property will be affected in any way by the transactions contemplated in this Agreement. To the knowledge of GTT, there is no infringement of any Intangible Property rights by any other Person;

15. to the knowledge of GTT, all widely available commercially available end-user business software used by GTT and any of its employees is pursuant to valid licences, and there is no unauthorized use of third-party software by GTT or its employees in the course of their employment responsibilities;

16. all employees of GTT and consultants or other third parties engaged by GTT for the purpose of developing Intangible Property have entered into a valid and binding written agreement with GTT sufficient to vest title in GTT of all Intangible

Property created by such employee in the scope of his or her employment with GTT. With respect to employees of GTT and consultants or other third parties engaged by GTT for the purpose of developing Intangible Property who have not entered into such a valid and binding written agreement with GTT, GTT has sufficient rights to vest title in GTT of all Intangible Property created by such Person in the scope of his or her employment with GTT;

17. GTT has no contract, commitment or arrangement, whether written, oral or implied with any Person whatsoever relating to employment which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon giving reasonable notice as may be implied by law without the payment of, or any liability in respect of, any bonus, damages, share of profits or penalty, and there are no policies or practices of GTT which confer benefits in the employees of GTT or result in obligations of GTT with respect to its employees, except as disclosed in Schedule P;

18. GTT does not have a pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than the Canada Pension Plan and other similar health plans established pursuant to statute, and GTT do not have any unfunded or unpaid liability in respect of such plan;

19. there are no employees of GTT that GTT considers it has the right to terminate for cause, and no employee has made any claim or has any basis for any action or proceeding against GTT arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;

20. to the knowledge of GTT, no employee or consultant has made or has any basis for making any claim (whether under law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;

21. all Material Contracts of GTT and all amendments and extensions thereof are listed in Schedule H, a true and complete copy of which has been made available to Winston. GTT is not in default or breach of its obligations under its Material Contracts and to the knowledge of GTT, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such contracts are now in good standing and in full force and effect without amendment thereto and GTT is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

22. GTT has kept and to GTT's knowledge, has been provided with proper and consistent accounts, Books and Records of their activities, and such accounts, Books

and Records are up to date and there has been no material change in any practice or policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to GTT and the Business and Assets;

23. all material data and Information relating to the Business and Assets has have been made available to Winston for inspection or otherwise disclosed to Winston;

24. GTT owns and maintains and there is now in full force and effect insurance with respect to the Business and Assets sufficient for compliance with requirements of law and all agreements which GTT is a party or by which they are bound and which provides adequate insurance coverage for the Assets and the operation of the Business in accordance with prudent risk management and Schedule O is a true and complete list of all insurance contracts or other coverage held by GTT in respect of the Business and Assets, and there are presently no pending claims under any insurance held by GTT and GTT is not in any respect material to the Business, in default with respect to any of the provisions contained in any insurance policies and has not failed to give any notice or present any claim under any insurance policy in due and timely fashion and, since obtaining such insurance, there has been no material changes in risks associated with any such insurance;

25. at the Time of Closing, the GTT Financial Statements are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of GTT for the period then ended and the GTT Financial Statements have been prepared in accordance with international financial reporting standards applied on a consistent basis;

26. the Books and Records of GTT disclose all material financial transactions of GTT since its incorporation, and such transactions have been fairly and accurately recorded;

27. as of the date hereof (except as disclosed in writing to Winston), and at the Time of Closing (except as disclosed in the GTT Financial Statements):

(a) GTT is not indebted to the GTT Shareholders, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;

(b) none of the GTT Shareholders or any other officer, director or employee of GTT is indebted or under obligation to GTT on any account whatsoever; and

(c) GTT has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;

28. there are no material liabilities of GTT whether direct, indirect, absolute, contingent or otherwise, which have not been disclosed in writing to Winston as of the date hereof, and which are not disclosed or reflected in the GTT Financial Statements at the Time of Closing, except those incurred in the ordinary course of business of GTT, and such liabilities are recorded in GTT's Books and Records;

29. except as disclosed in this Agreement, since April 30, 2017, GTT has not:

- (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;
- (b) issued or sold any shares in its capital or any warrants, bonds, debentures or its other corporate securities or issued, granted or delivered any right, option or other commitment for the issuance of any such securities;
- (c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its Assets, whether tangible or intangible;
- (d) made any gift of money or of any of its Assets to any Person;
- (e) made any licence, sale, assignment, transfer, or disposition of its Assets;  
or
- (f) authorized, agreed or otherwise become committed to do any of the foregoing;

30. GTT has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of GTT threatened to assert, or has any basis for asserting against GTT any claim for additional Taxes or interest thereon or penalty;

31. GTT has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those disclosed in writing to Winston as of the date hereof, those described in the GTT Financial Statements at the Time of Closing, those incurred in the ordinary course of business and those incurred in connection with the transactions contemplated by this Agreement;

32. GTT is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which they carry on business;

33. Except as provided in this Agreement, GTT has not incurred any liability for brokers' or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

34. the corporate records of GTT are or will be on Closing complete and accurate in all material respects;

35. the Information supplied for GTT for inclusion in the Filing Statement shall not, on the date the Filing Statement is filed on SEDAR and at the Closing Time, contain any statement which, at such time and in light of the circumstances under which it was made, be false or misleading with respect to any material fact, or shall omit to state any material fact necessary in order to make the statements made therein not false or misleading, and if at any time prior to the Closing Time any event relating to GTT or its directors or officers should be discovered by GTT which should be set forth in a



supplement to the Filing Statement, GTT shall promptly inform Winston thereof in writing;

36. except as disclosed in this Agreement, GTT has no Information or knowledge of any fact relating to the Business, the Assets or any indebtedness of GTT or the transactions contemplated hereby which might reasonably be expected to affect, materially and adversely, any of the Assets or the organization, operations, affairs, business, properties, prospects or financial condition or position of GTT; and

37. the facts which are the subject of the representations and warranties of GTT contained in this Agreement comprise all material facts known to GTT which are material and relevant to their obligations hereunder or which might prevent any of them from meeting their obligations under this Agreement.

**SCHEDULE E TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

**Representations and Warranties of Winston**

Winston represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. Winston is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own the Winston Interests and to conduct its business as such business is now being conducted;
2. Winston does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
3. Winston is a “reporting issuer” in the provinces of British Columbia, Alberta, Manitoba and Ontario and is not in material default of its continuous disclosure obligations under the securities laws of such provinces;
4. the common shares of Winston are listed for trading (the “**Listing**”) on the Exchange and Winston is not in material default of any of the listing requirements of the Exchange;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of Winston, and this Agreement constitutes a legal, valid and binding obligation of Winston;
6. the authorized share capital of Winston consists of an unlimited number of common shares without par value and at the Time of Closing, the issued share capital will not exceed the number of shares described in Schedule B, all of which shares are validly issued, fully paid, and non-assessable;
7. the rights, privileges, restrictions and conditions attached to the Winston Shares are as set out in Winston’s constating documents and under applicable corporate legislation;
8. except as set out in Schedule B, there are and will be at the Time of Closing no outstanding share purchase warrants, broker options, options or other rights or other arrangements under which Winston is bound or obligated to issue additional shares in its capital, share purchase warrants, broker options, options or other rights to acquire shares in its capital, and, to Winston’s knowledge, none of the common shares of Winston are subject to the terms of any shareholder or voting trust agreement;
9. all disclosure documents of Winston filed under the Securities Laws of the Provinces of British Columbia, including, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and

shareholder communications (the “**Winston Disclosure Documents**”) contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

10. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of Winston, or any agreement or instrument or statute or law to which Winston is a party or by which the Winston Interests or any assets of Winston are bound or any order, decree, statute, regulation, covenant or restriction applicable to Winston;

11. Winston is the sole registered and beneficial owner of all of its assets;

12. all of the assets and material transactions of Winston have been properly recorded or filed in or with the books or records of Winston;

13. to the knowledge of Winston, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Winston) pending or threatened by or against Winston or affecting Winston’s assets at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and Winston is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

14. all Material Contracts of Winston and all amendments and extensions thereof are listed in Schedule I, a true and complete copy of which has been made available to GTT. Winston is not in default or breach of its obligations under any Material Contracts to which it is a party and to the knowledge of Winston, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such Material Contracts are now in good standing and in full force and effect without amendment thereto and Winston is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Regulatory Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

15. Winston has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of Winston threatened to assert, or has any basis for asserting against Winston any claim for additional Taxes or interest thereon or penalty;

16. the audited financial statements of Winston for the year ended July 31, 2016, and the unaudited interim financial statements for the three and six month period ended January 31, 2017 (the “**Winston Financial Statements**”), copies of which have been filed publicly with the British Columbia, Alberta, Manitoba and Ontario Securities Commissions and are available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Winston for the periods then ended and the Winston Financial Statements have been

prepared in accordance with international financial reporting standards applied on a consistent basis;

17. the books and records of Winston disclose all material financial transactions of Winston since January 31, 2017 and such transactions have been fairly and accurately recorded;

18. there are no material liabilities of Winston, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Winston Financial Statements except those incurred in the ordinary course of business of Winston since January 31, 2017 and such liabilities are recorded in the books and records of Winston;

19. since January 31, 2017 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of Winston or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of Winston or the right or capacity of Winston to carry on its business other than as disclosed in the Winston Financial Statements and the Winston Disclosure Documents;

20. to its knowledge, Winston is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

21. Winston is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;

22. except as disclosed in this Agreement, Winston has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;

23. the facts which are the subject of the representations and warranties of Winston contained in this Agreement comprise all material facts known to Winston which are material and relevant to its obligations hereunder or which might prevent it from meeting its obligations under this Agreement;

24. the corporate records of Winston are complete and accurate in all material respects;

25. since January 31, 2017 there has not been any material adverse change of any kind whatsoever to the Listing or to the financial position or condition of Winston or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets or Listing of Winston or the right or capacity of Winston to carry on its business other than as disclosed in the Winston Financial Statements and the Winston Disclosure Documents; and

26. to its knowledge, Winston is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.

**SCHEDULE F TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

**Representations and Warranties of the GTT Shareholders**

Each GTT Shareholder represents, warrants and agrees, jointly and severally, as of the date hereof and at the Time of Closing that:

27. the GTT Shareholder is and will be at the Time of Closing is the legal and beneficial owner of the GTT Shares as set forth in Schedule A, and there are no Encumbrances on any such Securities of GTT;
28. the GTT Shareholder has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
29. the GTT Shareholder has the right, power, capacity and authority to enter into this Agreement and to sell such GTT Shareholder's GTT Shares as contemplated herein;
30. except for Winston's rights hereunder, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the GTT Shareholder any of the GTT Shareholder's GTT Shares;
31. the execution, delivery and performance by the GTT Shareholder of this Agreement and the execution, delivery and performance by the GTT Shareholder of or under any other agreements or instruments to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder;
32. if the GTT Shareholder is not an individual, has been duly authorized by all necessary corporate action on the part of such GTT Shareholder;
33. if the GTT Shareholder is not an individual, do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instruments of the GTT Shareholder as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the GTT Shareholder is a party or by which the GTT Shareholder is bound or to which any property or material assets of the GTT Shareholder is subject, (C) any laws applicable to the GTT Shareholder, or (D) any judgment, decree or order binding the GTT Shareholder or its property or material assets;
34. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly

authorized, executed and delivered by the GTT Shareholders and each shall be at the Time of Closing, a legal, valid and binding obligation of the GTT Shareholders enforceable against the GTT Shareholders in accordance with its terms;

35. no consent, approval, order or authorization of, or registration or declaration with, any Governmental Authority with jurisdiction over the GTT Shareholders are required to be obtained by such GTT Shareholders in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such GTT Shareholder from performing its obligations under this Agreement;

36. each GTT Shareholder represents and warrants to Winston that:

(a) the offer to purchase the GTT Shareholder's GTT Shares was not made to the GTT Shareholder when either the GTT Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;

(b) the GTT Shareholder is not a U.S. Person, is not in the United States and is not purchasing the applicable Winston Shares on behalf of a U.S. Person or a person in the United States;

(c) at the time this Agreement was executed and delivered by the GTT Shareholders, the GTT Shareholder and any beneficial purchaser for whom it is acting, if applicable, were outside the United States;

(d) if the GTT Shareholder is a corporation or entity, (A) a majority of the GTT Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the GTT Shareholder's affairs are wholly controlled and directed from outside of the United States;

(e) the GTT Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Winston Shares in the United States, except in compliance with the U.S. Securities Act; and

(f) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the U.S. Securities Act and applicable state securities laws.

**SCHEDULE G TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

**GTT Material Contracts**

1.	N/A
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**SCHEDULE H TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

Winston Material Contracts

1.	
2.	



**SCHEDULE I TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

GTT Intangible Property

Customer List:

<b>Alberta</b>	
<b>Kush Klatch Emporium</b>	15035 - 118 Ave Edmonton, Alberta
<b>The Hemp Company</b>	8446 182 street Edmonton, Alberta
<b>KDK Wholesale</b>	Bay 6, 3620 29th Street SE Calgary, Alberta
<b>Dooby Doo</b>	13042 82 St NW Edmonton, Alberta
<b>Chad's 420 Smokeshop</b>	Suite 62-975 Broadmoor Blvd Sherwood Park, Alberta
<b>Highdeas</b>	101 5720 Macleod tr SW Calgary, Alberta
<b>2 Guys With Pipes</b>	1400 8882-170 St Edmonton, Alberta
<b>Genie Smoke show</b>	1007 1 St SW Calgary, Alberta
<b>Sheffield &amp; Sons Tobacconists Store #24</b>	#1002 - 9499 137th Avenue Edmonton, Alberta
<b>Sheffield &amp; Sons Tobacconists Store #25</b>	#1842 - 8882 170th Street Edmonton, Alberta T5T 3J7
<b>Sheffield &amp; Sons Tobacconists Store #27</b>	#B7 - 901 64th Avenue N.E Calgary, Alberta T2E 7P4
<b>Sheffield &amp; Sons Tobacconists Store #39</b>	#1806 - 1632 14th Avenue N.W Calgary, Alberta T2N 1M7
<b>Sheffield &amp; Sons Tobacconists Store #56</b>	#708 - 8th Avenue S.W Calgary, Alberta T2P 1H2
<b>Sheffield &amp; Sons Tobacconists Store #75</b>	#810 - 5111 Northland Drive N.W Calgary, Alberta T2L 2J8
<b>Sheffield &amp; Sons Tobacconists Store #95</b>	#224 - 6455 MacLeod Trail S.W Calgary, BC T2H 0K8
<b>Sheffield &amp; Sons Tobacconists Store #102</b>	#283 - 4747 67th Street Red Deer, Alberta T4N 6H3
<b>Sheffield Express Store #36</b>	#26 - 3800 Memorial Drive N.E Calgary, Alberta T2A 2K2
<b>Sheffield Express Store #81</b>	#226 - 100 Anderson Road S.E Calgary, Alberta T2J 3V1
<b>Sheffield Express Store #88</b>	#179 - 109 Street & Prince Elizabeth Avenue Edmonton, Alberta T5G 3A6
<b>Sheffield Express Store #99</b>	#173 - 375 St. Albert Trail St. Albert, Alberta T8N 3K8
<b>Sheffield Express Store #101</b>	#1525 - 9713 Hardin Street Fort McMurray, Alberta T9H 1L2
<b>Sheffield Express Store #12</b>	#H012A - 3625 Shaganappi Trail Calgary, Alberta T3A 0E2
<b>Sheffield &amp; Sons Tobacconists #71</b>	#277 - 11801 - 100th Street Grande Prairie, Alberta T8V 3Y2
<b>Sheffield &amp; Sons Tobacconists #106</b>	#29 - B 2020 - Sherwood Drive Sherwood Park, Alberta T8A 3H9

<b>British Columbia</b>	
<b>Tha Bong Shop</b>	3641 Kingsway Burnaby, BC
<b>Rao Food Market</b>	665 Smithe St. Vancouver, BC
<b>Sacred Herb</b>	Suite 106-561 Johnson St. Victoria , BC
<b>Bong City</b>	2571 Quadra St. Victoria, BC
<b>Simatech Vapor Solutions</b>	3514 Quadra St. Victoria, BC
<b>Puff and Stuff</b>	22365 Lougheed Hwy Maple Ridge, BC V2X 1T3
<b>Venom Vape</b>	1524 Prairie Ave. Port Coquitlam, BC V3B 1T4
<b>Love Nest</b>	119 E. 1st St. North Vancouver, BC V7L 1B2
<b>Sheffield &amp; Sons Tobacconists Store #30</b>	#106 - 45610 Luckakuck Way Chilliwack, BC V2R 1A2
<b>Sheffield &amp; Sons Tobacconists Store #41</b>	#100 - 4255 Arbutus St. Vancouver, BC V6J 4R1
<b>Sheffield &amp; Sons Tobacconists Store #62</b>	#47A - 4567 Lougheed Highway Burnaby, BC V5C 3Z6
<b>Sheffield &amp; Sons Tobacconists Store #80</b>	#H034A Pacific Centre, 777 Dunsmuir St. Vancouver, BC V7Y 1E8
<b>Sheffield Express Store #05</b>	1395 Guildford Town Centre Surrey, BC V3R 7B7
<b>Sheffield Express Store #16</b>	#182 - 32900 South Fraser Way Abbotsford, BC V2S 5A1
<b>Sheffield Express Store #23</b>	#306 - 4820 Kingsway Burnaby, BC V5H 4P1
<b>Sheffield Express Store #79</b>	#740K - 9855 Austin Road Burnaby, BC V3J 1N4
<b>Sheffield Express Store #103</b>	#60 - 7100 Albernie St. Powell River, BC V8A 5K9
<b>Sheffield Corporate Store #108</b>	#335 - 800 Carnavon St. New Westminster, BC V3M 0G3
<b>Maria Vaporium</b>	22465 North Avenue Maple Ridge, BC V2X 2M1
<b>Glass Root Smoke Shop</b>	7675 6th St. Burnaby, BC V3N 3M8
<b>Buddha Barn</b>	2179 W 4th Ave. Vancouver, BC V6K 1N7
<b>Sheffield &amp; Sons Tobacconists Store #01</b>	#208 - 3055 Massey Dr. Prince George , BC V2N 2S9
<b>Anderson's Pharmacy</b>	111 3rd Street W North Vancouver, BC V7M 1E7
<b>Sheffield Express #98</b>	#570 - 2271 Harvey Ave Kelowna, BC V1Y 6H2
<b>Secrets of Asia Imports</b>	1064 Ash St. Campbell River, BC V5Z 2H4
<b>Peoples Drug Mart</b>	8950 Granville St. Port Hardy, BC V0N 2P0
<b>WeeMedical Dispensary Society</b>	310 Fitzwilliam St. Nanaimo, BC V9R 3A5
<b>WeeMedical Dispensary Society</b>	4061 Norwell Drive Nanaimo, BC V9T 1Y8
<b>WeeMedical Dispensary Society</b>	3034 3rd Ave Port Alberni, BC V9Y 2A5
<b>Colorado</b>	
<b>CannaJuannaBuy</b>	Online Colorado, Co USA
<b>Florida</b>	
<b>Headz Up Smoke Shop</b>	5900 S Tamiami Trail Sarasota, FL USA
<b>The Vaporista</b>	2841 E Commercial Blvd. Fort Lauderdale, FL USA
<b>Grateful J's</b>	2401 N Federal Hwy Boc Raton, FL USA
<b>The Grab Bag</b>	407 NE 23rd Ave. Gainesville, FL USA
<b>CP Vapors</b>	4477 Edgewater Dr. Orlando, FL USA
<b>Park's Smoke Shop</b>	3807 South Manhattan Ave. Tampa, FL USA

<b>Trendsetters of Daytona</b>	151 S Atlantic Ave. Daytona Beach, FL USA
<b>Vapor Hot Electronic Superstore</b>	2652 E Oakland Park Blvd , FL Fort Lauderdale, FL USA
<b>Midtown Smokeshop</b>	3503 NE 2nd Ave Miami, FL USA
<b>Head Vape</b>	16600 NW 54th Ave Hialeah, FL USA
<b>Illinois</b>	
<b>Dude I Forgot</b>	1400 N Milwaukee Ave. Chicago, IL USA
<b>Roots Smoke Shop</b>	4006 N Sheridan Rd Chicago, IL USA
<b>Level Vape</b>	1747 W North Ave. Chicago, IL USA
<b>Ontario</b>	
<b>Toronto Hemp Company</b>	665 Yonge St. Toronto, Ontario M4Y 1Z9
<b>The Kocky Dog</b>	183 Simceo Avenue #4B Keswick, ON L4P 3S6
<b>Oregon</b>	
<b>Third Eye Glass</b>	3950 SE Hawthorne Blvd Portland, OR USA
<b>82nd Ave Pipe and Tobacco</b>	400 SE 82nd Ave. Portland, OR USA
<b>The Glass Stash</b>	10692 Hwy 126 Mapleton, OR USA
<b>2nd Step Dispensary</b>	1295 Oxford St SE Salem, OR USA
<b>Boom Smoke Shop</b>	3345 Commercial St SE Salem, OR USA
<b>Canna Bliss Portland</b>	1917 SE 7Th Ave. Portland, OR USA
<b>Club Pitbull</b>	4088 State St. Salem, OR USA
<b>Mid-Valley Patient Resource Center</b>	3410 Hawthorne Ave NE Salem, OR USA
<b>Nomad Crossing</b>	3959 SE Hawthorne Blvd Portland, OR USA
<b>Pipes R Us</b>	1708 N Lombard St. Portland, OR USA
<b>Quebec</b>	
<b>Vape Logik</b>	17 Leoidas Local 16 Rimouski, Quebec G5L 2T5
<b>Psychonaut Inc.</b>	158 Rue Prince Arthur E. Montreal, QC H2X 1B7
<b>Saskatchewan</b>	
<b>The Vinyl Exchange</b>	128 Second Ave. Saskatoon, SK S7K 2B2
<b>Raider Enterprises</b>	49 River Street W. Prince Albert, SK S6V 2Y9
<b>Washington</b>	
<b>Johnson's Corner</b>	30401 Mountain Hwy E. Graham, Washington USA
<b>Youngs Smoke Shop</b>	16322 Pacific Ave S. Spanaway, Washington USA
<b>Alder Park Market Cafe</b>	50110 Mountain Highway E. Eatonville, Washington USA
<b>HOC</b>	217 174th ST S. Spanaway, WA
<b>7 Point Access</b>	5224 S. Tacoma Way Tacoma, WA USA
<b>Naturalive 7 Collect</b>	6020 Pacific Avenue SE Suite M. Lacey, WA USA
<b>Earth Alternative Medicine</b>	1123 Sleater-Kinney Rd SE Suite A. Lacey, WA USA
<b>Olympic Medical Group</b>	1965 4th Avenue East Olympia, WA USA
<b>Canapa</b>	2324 Jefferson Ave. Tacoma, WA USA
<b>Clearwood Market</b>	Clearwood Market Yelm, Washington USA

<b>Tin Collective</b>	4502 S Union Ave. Tacoma, WA USA
<b>Left Coast Collective</b>	7604 South Tacoma Way Ste B. Tacoma, WA USA
<b>The Herbal Generation</b>	16804 Pacific Ave S Suite B. Spanaway, WA USA
<b>The Herbal Collective</b>	6204 112th St. East Puyallup, WA USA
<b>Green Collar Club</b>	10422 Pacific Ave South Suite B. Tacoma, WA USA
<b>Green Cafe of Tacoma</b>	13417 1/2 Pacific Ave. Tacoma, WA USA
<b>Cigar Zone</b>	18810 Meridian Ave E Suite #103 Puyallup, Washington USA
<b>South Sound Holistic Medicine (SSHM)/Fat Graham Glass</b>	"21110 Meridian E #A Graham, Washington USA
<b>Holy Smoke Shop</b>	1556 E Olive Way Seattle, WA USA
<b>Mary Jane Gardens</b>	8733 Greenwood Ave N. Seattle, WA USA
<b>Fweedom Collective</b>	12001 Aurora Ave N. Seattle, WA USA
<b>Trees Collective</b>	10532 Greenwood Ave N. Seattle, WA USA
<b>Ferntucky Medical</b>	5984 Portal Way Washington, WA USA
<b>Glassphemy</b>	135 SE Kamiaken St. Pullman, WA USA
<b>Northern Lights Art &amp; Glass</b>	644 6th st Suite B. Clarkston, WA USA
<b>Necessities and Temptations</b>	217 North Laurel Port Angeles, WA USA 98362
<b>Lucky Star</b>	1700 Hazel Point Rd Quilcene, WA USA 98376.

**SCHEDULE J TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

Owned Equipment & Inventory

**Inventory:**

<u>Item</u>	<u>Quantity</u>
Vape Spirit Globes	831
Vape Spirit Glasses	879
Wee-True	25
Wee-C	396
Wee-N	311
Wee-T	272

**SCHEDULE K TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

Management Incentive Milestones

N/A

**SCHEDULE L TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

List of GTT Encumbrances

Nil.

**SCHEDULE M TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

Litigation

Nil.



**SCHEDULE N TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

Insurance Policies

Nil

**SCHEDULE O TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

List of Employees

None.

**SCHEDULE P TO THE AGREEMENT  
MADE AMONG GTT, THE GTT SHAREHOLDERS  
AND WINSTON**

GTT Shareholder Consent Agreement

## GTT SHAREHOLDER CONSENT AGREEMENT

THIS AGREEMENT MADE EFFECTIVE AS OF \_\_\_\_\_, 2017  
(the “**Agreement**”).

BETWEEN:

**WINSTON RESOURCES LTD.**, a corporation existing under the laws of the Province of British Columbia having an office at 459 – 409 Granville Street, Vancouver, BC V6C 1T2

(“**Winston**”)

AND:

**JUSTIN LIU**, an individual having an address at 1066 Groveland Road, West Vancouver, BC V7S 1Z4

(the “**GTT Shareholder**”)

WHEREAS:

- A. Winston, GTT and the GTT Shareholders entered into a Share Exchange Agreement dated effective May 30, 2017 and attached as Schedule A hereto (the “**Share Exchange Agreement**”);
- B. Pursuant to the Share Exchange Agreement the GTT Shareholder agreed to the Acquisition and further agreed to obtain the consent of the GTT Shareholder to the Acquisition (as defined therein); and
- C. The GTT Shareholder has agreed to provide such consent and to be bound by the terms of the Share Exchange Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

- 1. Unless specifically defined herein or unless the context otherwise requires, terms used herein which are defined in the Share Exchange Agreement shall have the meanings ascribed to such terms in the Share Exchange Agreement.
- 2. On the execution of this Agreement by the GTT Shareholder, the GTT Shareholder covenants and agrees that it shall be bound by all of the provisions of the Share Exchange Agreement as if the GTT Shareholder were an original party to the Share Exchange Agreement including, without limitation, all representations, warranties and covenants of the GTT Shareholder therein.
- 3. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.

4. Each party acknowledges having fully read and understood this Agreement, and having either received independent legal advice, or having had the opportunity to receive independent legal advice, with respect to this Agreement. Each party is signing this Agreement voluntarily, without coercion or compulsion, and without relying upon any representations, promises or terms, except as expressly set out in this Agreement.
5. This Agreement may be signed in counterpart and transmitted by fax or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF** the parties have duly executed this Agreement as of the day and year first above written.

**WINSTON RESOURCES LTD.**

Per: \_\_\_\_\_

Authorized Signatory

**AND THE FOLLOWING GT THERAPEUTICS CORPORATION, DBA GREEN TREE THERAPEUTICS SHAREHOLDER:**

Name: Justin Liu

Number of Shares: 55

Address: 1066 Groveland

Road West Vancouver BC

V7S 1Z4

Signed: \_\_\_\_\_

Witness: \_\_\_\_\_

Date: May 31 2017

\_\_\_\_\_

**SCHEDULE A TO THE CONSENT AGREEMENT  
MADE BETWEEN THE GTT SHAREHOLDER  
AND WINSTON**

**Share Exchange Agreement**