

POOLING AGREEMENT

THIS AGREEMENT is dated as of March ____, 2019

AMONG:

GREEN STAR BIOSCIENCES INC., 1250, 639 – 5th Ave. SW,
Calgary, Alberta T2P 0M9

(the "Corporation")

AND:

**EACH OF THE UNDERSIGNED SECURITYHOLDERS OF
THE CORPORATION**

(each a "Pooling Shareholder")

WHEREAS the Corporation has entered into the Amalgamation Agreement (as defined below) with Bethpage (as defined below) pursuant to which the Corporation will amalgamate with the Bethpage Subsidiary (as defined below) and each existing securityholder of the Corporation will exchange their securities in the Corporation for securities of Bethpage pursuant to the terms of the Amalgamation Agreement;

WHEREAS as a condition to the completion of the Offering, Green Star requires each of the Pooling Shareholders to agree to certain trading restrictions relating to the Securities (as defined below) the Pooling Shareholder receives pursuant to the terms of the Amalgamation Agreement.

AND WHEREAS each Pooling Shareholder has agreed to the restrictions hereinafter set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and in consideration of the sum of \$1.00 now paid by the parties hereto, each to the other (the receipt whereof is hereby acknowledged), and in further consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

PART 1 DEFINITIONS

1.1 In this Agreement the following words and phrases will have the indicated meanings:

- (a) "Bethpage" means Bethpage Capital Corp.;
- (b) "Bethpage Subsidiary" means 2173969 Alberta Ltd., a wholly owned subsidiary of Bethpage;

- (c) "Amalgamation" means the amalgamation contemplated under the Amalgamation Agreement completed under section 181 of the Alberta *Business Corporations Act*;
- (d) "Amalgamation Agreement" means the amalgamation agreement among Bethpage, Bethpage Subsidiary and the Corporation dated February 28, 2019 pursuant to which Bethpage Subsidiary and the Corporation will amalgamate;
- (e) "Closing Date" means the date of giving effect to the Amalgamation and all transactions related thereto;
- (f) "Resulting Issuer" means Bethpage, to be renamed, Greenstar Biosciences Corp., upon completion of the Amalgamation; and
- (g) "Securities" means the common shares held by each Pooling Shareholder in the Resulting Issuer upon completion of the Amalgamation.

**PART 2
POOLING**

2.1 Each Pooling Shareholder represents and warrants that the Securities set forth beside the Pooling Shareholder's name in Schedule A to this Agreement is the total number of Securities beneficially owned by the Pooling Shareholder in the Resulting Issuer upon completion of the Amalgamation.

2.2 Each Pooling Shareholder agrees to hold the certificates representing their Securities in accordance with the terms of this Agreement.

2.3 Each Pooling Shareholder agrees to hold their Securities until the release date (the "Release Date") set forth in the schedule below:

Number of Securities	Release Date
10% of Securities	First anniversary of Closing Date
30% of Securities	Last day of the third month following the Closing Date
30% of Securities	Last day of the sixth month following the Closing Date
30% of Securities	Last day of the ninth month following the Closing Date

2.4 Until released pursuant to the terms hereof, the Pooling Shareholder shall not sell, deal in, assign, trade, pledge, transfer in any manner whatsoever or agree to sell, deal in, assign, trade or transfer in any manner whatsoever any of the Securities, or beneficial ownership of or any interest in them.

2.5 Each Pooling Shareholder may exercise voting rights attached to the Securities held by the respective Pooling Shareholder while such Securities are in pool and subject to the terms of this Agreement.

2.6 Each Pooling Shareholder may receive a dividend or other distribution on the Securities held by such Pooling Shareholder, and elect the manner of payment from any standard options offered by the Resulting Issuer.

2.7 Each Pooling Shareholder may transfer Securities within pool to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the beneficiaries of the plan or fund are limited to the Pooling Shareholder and the Pooling Shareholder's spouse, children and parents. After the transfer of Securities within pool, the Securities will remain in pool and released from pool under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer.

2.8 The terms of any other escrow or pooling agreement entered into by a Pooling Shareholder will be in addition to the terms of this Agreement.

PART 3 GENERAL PROVISIONS

3.1 This Agreement and documents delivered thereunder constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior undertakings, representations and understandings.

3.2 No amendment, modification or waiver of any provision of this Agreement or consent to any departure by the Pooling Shareholder or the Corporation from any provision of this Agreement is in any event effective unless it is in writing and signed by both parties.

3.3 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their and each of their heirs, executors, administrators, successors and permitted assigns.

3.4 The rights of the parties provided in this Agreement are cumulative and no exercise or enforcement by the parties of any right or remedy under this Agreement will preclude the exercise or enforcement by the parties of any other right or remedy under this Agreement or otherwise available to the parties at law or in equity.

3.5 Any notice to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered personally or by facsimile or electronic transmission to the addresses, as applicable, of the parties stated in this Agreement (or in Schedule A) or such other delivery address or fax number as the party may notify to any other from time to time. Any such notice,

- (a) if validly delivered, will be deemed to have been given when delivered and
- (b) if validly transmitted by fax or electronically, will be deemed to have been given on the next business day after the date of transmission.

3.6 In this Agreement where the context so admits words importing the singular include the plural and vice versa,

3.7 Any provision which is illegal, invalid or unenforceable shall be severable and shall not affect the remaining provisions of this Agreement.

3.8 The headings in this Agreement do not affect its interpretation.

3.9 This Agreement may be executed in several parts in the same form and such parts as so executed shall together constitute one original agreement and such parts, if more than one, shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

3.10 For greater certainty, it is acknowledged and agreed that this Agreement is not a voting trust and that all voting rights, if any, attaching to the Securities that are subject to this Agreement may at all times be exercised by the respective registered owners thereof in their sole and absolute discretion.

3.11 This Agreement is made under the laws of Alberta.

3.12 Time is of the essence hereof.

IN WITNESS WHEREOF the parties hereto have executed these presents effective as and from the day and year first above written and notwithstanding any actual later date of execution.

GREEN STAR BIOSCIENCES INC.

Per: _____
Authorized Signatory

[shareholder name]

Schedule "A" to Voluntary Pooling Agreement

Pooling Shareholder

Name: [shareholder name]

Signature: _____

Address for Notice:

Fax Number and Email Address:

Class and Type of Securities	Number	Certificates (if applicable)
Resulting Issuer common shares	[number of shares]	