

CORPORATE CATALYST ACQUISITION INC.
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3

NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual general and special meeting (the “**Meeting**”) of the shareholders of Corporate Catalyst Acquisition Inc. (the “**Corporation**”) will be held on the 8th day of May, 2018 at 181 Bay Street, Suite 4400, Toronto, Ontario M5J 2T3 at 10:00 a.m. (Toronto time) for the following purposes:

1. to receive the audited consolidated financial statements of the Corporation for the years ended December 31, 2017 and 2016, together with the auditor’s report thereon;
2. to set the number of directors of the Corporation for the ensuing year;
3. to elect each of the current directors of the Corporation to serve from the close of the Meeting until the earlier of: (i) the close of the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed; and (ii) the effective time (the “**Change of Board Time**”) of completion of the proposed qualifying transaction with Globalive Technology Partners Inc. (the “**Proposed Transaction**”);
4. to elect the directors of the Corporation to serve from the Change of Board Time until the close of the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed, as more fully described in accompanying management information circular (the “**Circular**”);
5. to appoint the auditor for the ensuing year and to authorize the board of directors of the Corporation to fix the auditor’s remuneration;
6. to consider and, if deemed advisable, to pass an ordinary resolution approving, ratifying and confirming an amended and restated stock option plan, which will only become effective if the Proposed Transaction is completed;
7. to consider and, if deemed advisable, to pass a special resolution approving, ratifying and confirming the consolidation of the outstanding common shares of the Corporation (“**Common Shares**”) on the basis of one new Common Share for every 6.66 old Common Shares, which will only become effective if the Proposed Transaction is completed;
8. to consider and, if deemed advisable, to pass a special resolution approving, ratifying and confirming the change of the Corporation’s name to “Globalive Technology Inc.” or such other name as may be requested by Globalive Technology Partners Inc. and approved by the board of directors of the Corporation and applicable regulatory authorities, to be effective contemporaneously with the completion of the Proposed Transaction; and
9. to transact such other business as may come before the Meeting.

The board of directors of the Corporation has fixed April 6, 2018 as the record date for the determination of shareholders entitled to notice of, and to vote at, the Meeting and any adjournment thereof.

This notice is accompanied by a form of proxy and the Circular.

A shareholder who is unable to attend the Meeting in person and who wishes to ensure that such shareholder’s shares will be voted at the Meeting is requested to complete, date and execute the enclosed form of proxy and deliver it by facsimile, by hand or by mail in accordance with the instructions set out in the form of proxy and in the Circular.

DATED at Toronto, Ontario this 11th day of April, 2018.

BY ORDER OF THE BOARD

(signed) "Paul Kelly"

Chief Executive Officer, Chief Financial Officer and
Director

Notes:

1. Shareholders registered on the books of the Corporation at the close of business on April 6, 2018 are entitled to receive this notice of the Meeting and to vote at the Meeting.
2. The directors have fixed 10:00 a.m. on May 4, 2018 (Toronto time) or, if the Meeting is adjourned, 48 hours (excluding Saturdays, Sundays and statutory holidays) before any adjourned meeting, as the time before which the instrument of proxy to be used at the Meeting must be deposited with the Corporation's transfer agent, Computershare Trust Company of Canada, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1.

CORPORATE CATALYST ACQUISITION INC.
181 Bay Street, Suite 4400
Toronto, Ontario M5J 2T3

MANAGEMENT INFORMATION CIRCULAR

For the Annual General and Special Meeting of Shareholders to be held on May 8, 2018

GENERAL PROXY INFORMATION

Solicitation of Proxies

This management proxy and information circular (the “**Circular**”) is furnished in connection with the solicitation of proxies by management of Corporate Catalyst Acquisition Inc. (the “**Corporation**”) for use at the annual general and special meeting of shareholders of the Corporation (the “**Meeting**”) to be held at 181 Bay Street, Suite 4400, Toronto, Ontario, on May 8, 2018, at 10:00 a.m. (Toronto time) and at any adjournments thereof, for the purposes set out in the accompanying notice of meeting (the “**Notice of Meeting**”). The cost of solicitation of proxies will be borne by the Corporation.

Appointment and Revocation of Proxies

The persons named in the form of proxy accompanying this Circular are directors and/or officers of the Corporation. **A shareholder has the right to appoint a person (who need not be a shareholder) to attend and act for the shareholder at the Meeting, other than the persons designated in the form of proxy, and may exercise such right by inserting the name in full of the desired person in the blank space provided in the form of proxy.** To be effective, the proxy must be received by the transfer agent of the Corporation, Computershare Trust Company of Canada, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, by no later than 10:00 a.m. (Toronto time) on May 4, 2018 or, if the Meeting is adjourned, 48 hours (excluding Saturdays, Sundays and statutory holidays) before any adjourned meeting.

A shareholder may revoke a proxy by (i) depositing an instrument in writing, executed by such shareholder or his or her attorney authorized in writing, or, if the shareholder is a corporation, under its corporate seal or signed by a duly authorized officer or attorney for such corporation; (ii) transmitting, by telephonic or electronic means, a revocation executed by such shareholder or his or her authorized attorney, by electronic signature, if the means of electronic signature permits a reliable determination that the document was created or communicated by or on behalf of the shareholder or the attorney, as the case may be; or (iii) in any other manner permitted by law:

- (a) at the registered office of the Corporation at any time up to and including the last business day preceding the day of the Meeting, or any adjournment of the Meeting, at which the proxy is to be used; or
- (b) with the Chair of the Meeting on the day of the Meeting or any adjournment of the Meeting.

Signature of Proxy

A proxy shall be in writing and executed by the shareholder or, if such shareholder is a corporation, under its corporate seal or by a duly authorized officer or attorney. A proxy signed by a person acting as attorney or in some other representative capacity should reflect such person’s capacity following his signature and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has been previously filed with the Corporation).

Voting of Proxies

The persons named in the accompanying form of proxy will vote or withhold from voting, or vote for or against, the shares in respect of which they are appointed proxy in accordance with the instructions specified by the shareholder appointing them on any ballot which may be called for and if the shareholder specifies a choice with respect to any

matter to be acted upon, the shares will be voted accordingly. **If a choice is not specified with respect to any matter, the shares represented by the accompanying form of proxy will be voted in favour of such matter.** The accompanying form of proxy confers discretionary authority upon the persons named therein with respect to amendments or variations to matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. At the time of printing this Circular, management knows of no such amendment, variation or other matter expected to come before the Meeting, other than the matters referred to in the Notice of Meeting. If any matters, which are not now known, should properly come before the Meeting, the persons named in the accompanying form of proxy will vote on such matters in accordance with their best judgment.

Voting By Non-Registered (Beneficial) Shareholders

Only registered shareholders or the persons they appoint as their proxies are permitted to vote at the Meeting. However, in many cases, common shares of the Corporation (“**Common Shares**”) beneficially owned by a person are registered either:

- (a) in the name of an intermediary (an “**Intermediary**”) (which may include, among others, banks, trust companies, securities dealers or brokers and trustees or administrators of registered retirement savings plans, registered retirement income funds, registered education savings plans and similar plans); or
- (b) in the name of a clearing agency (such as CDS Clearing and Depository Securities Inc.) of which the Intermediary is a participant.

Such beneficial shareholders who hold their Common Shares through an Intermediary are referred to herein as “**Beneficial Holders**”.

In accordance with the requirements of National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), the Corporation has distributed copies of this Circular and the Notice of Meeting together with a form of proxy (collectively, the “**Meeting Materials**”) to the clearing agencies and Intermediaries for onward distribution to Beneficial Holders. Frequently, Intermediaries will use service companies to forward the Meeting Materials to Beneficial Holders. Generally, Beneficial Holders who have not waived their right to receive Meeting Materials will either:

- (a) be given a form of proxy which has already been signed by the Intermediary (typically by a facsimile stamped signature), which is restricted as to the number of shares beneficially owned by the Beneficial Holder but which is not otherwise completed. Since the Intermediary has already signed the form of proxy, this form of proxy is not required to be signed by the Beneficial Holder when submitting the proxy. In this case, the Beneficial Holder who wishes to vote by proxy should otherwise properly complete the form of proxy and deliver it as specified above under “General Proxy Information – Appointment and Revocation of Proxies”; or
- (b) more typically, be given a voting instruction form which must be completed and signed by the Beneficial Holder and returned to the Intermediary or its service company in accordance with the directions accompanying the voting instruction form. **A Beneficial Holder receiving a voting instruction form cannot use that form to vote the Common Shares held by such Beneficial Holder directly at the Meeting.**

In either case, the purpose of these procedures is to permit Beneficial Holders to direct the voting of the Common Shares they beneficially own. **A Beneficial Holder who wishes to attend and vote at the Meeting in person (or to have another person attend and vote on behalf of the Beneficial Holder) should print the Beneficial Holder’s (or such other person’s) name in the blank space provided for that purpose in the first paragraph of the form of proxy or, in the case of a voting instruction form, follow the corresponding instructions on that form. In either case, Beneficial Holders should carefully follow the instructions of their Intermediary and its service company, as applicable.**

Non-Objecting Beneficial Owners

The Meeting Materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the Corporation or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding securities on your behalf.

Objecting Beneficial Owners

Management of the Corporation does not intend to pay for intermediaries to forward to objecting beneficial owners under NI 54-101 the Meeting Materials and Form 54-101F7 *Request for Voting Instructions Made by Intermediary*. Accordingly, an objecting beneficial owner will not receive such materials unless the objecting beneficial owner's intermediary assumes the cost of delivery.

PROPOSED QUALIFYING TRANSACTION

On March 13, 2018, the Corporation entered into a letter agreement (the "**Letter Agreement**") with Globalive Technology Partners Inc. ("**GTP**"), a private company incorporated under the laws of the Province of Ontario. The Letter Agreement outlines the principal terms and conditions pursuant to which the Corporation and GTP intend to complete a transaction that will result in a reverse takeover of the Corporation by shareholders of GTP (the "**Proposed Transaction**"). The Proposed Transaction will constitute the Corporation's Qualifying Transaction under Policy 2.4 – *Capital Pool Companies* (the "**CPC Policy**") of the TSX Venture Exchange (the "**Exchange**").

Terms of the Proposed Transaction

Pursuant to the terms of the Letter Agreement, the Corporation intends to acquire all of the issued and outstanding securities of GTP by way of a business combination. In consideration, the Corporation will issue approximately 140 million common shares (the "**Resulting Issuer Shares**") of the resulting public company (the "**Resulting Issuer**"), in the aggregate, to the holders of common shares of GTP ("**GTP Shares**"), the holders of subscription receipts of GTP ("**GTP Subscription Receipts**") issued under the Private Placement (as defined below), the holders of existing convertible debentures of GTP ("**GTP Convertible Debentures**") and the holders of approximately 25,920,494 GTP Shares to be issued, together with \$5,167,000 in cash, in exchange for certain assets worth an aggregate of approximately \$19,127,247 to be sold to GTP prior to completion of the Proposed Transaction.

In connection with the Proposed Transaction, the Corporation has agreed to, subject to regulatory and shareholder approval: (i) change the name of the Resulting Issuer to "Globalive Technology Inc." or such name as GTP may reasonably determine; (ii) use its commercially reasonable efforts to consolidate the Common Shares on a 6.66:1 basis, or such other basis as agreed to by the Corporation and GTP; and (iii) approve an amended and restated stock option plan (the "**Amended Stock Option Plan**").

Closing of the Proposed Transaction is subject to completion and execution of all definitive transaction documents (including accuracy of representations and warranties, compliance of covenants and satisfaction of customary conditions) and receipt of all requisite approvals and consents for the Proposed Transaction including: (i) approval by the Exchange of the Proposed Transaction and the proposed new insiders of the Corporation; (ii) approval by the board of directors of each of GTP and the Corporation; and (iii) approval by the shareholders of GTP.

The Private Placement

In connection with the Proposed Transaction, GTP engaged Canaccord Genuity Corp. ("**Canaccord**") to act as the lead agent in the private placement of GTP Subscription Receipts, pursuant to the terms of an agency agreement dated April 5, 2018 between GTP, Canaccord and the other agents named therein (the "**Private Placement**"). The Private Placement was completed on April 5, 2018, and 30,000,000 GTP Subscription Receipts were issued at a price of \$1.00 per GTP Subscription Receipt for aggregate gross proceeds of \$30,000,000. Each GTP Subscription Receipt will be automatically convertible, for no additional consideration, into one GTP Share, upon satisfaction of certain release conditions, which will include, among other things, the closing of the Proposed Transaction and the listing of the Resulting Issuer Shares on the Exchange, and each GTP Share issued therefor shall be exchanged for

one Resulting Issuer Share at the closing of the Proposed Transaction. The agents in connection with the Private Placement are entitled to a cash commission of \$1.5 million in the aggregate which will be held in escrow together with the other proceeds of the Private Placement. The net proceeds of the Private Placement will be used to fund, or invest in, certain of the joint ventures that GTP has, or will, enter into, with any remaining funds to be used for working capital purposes.

About GTP

GTP is a private company incorporated under the laws of the Province of Ontario on December 7, 2017. GTP's assets and principal office are located in Toronto, Ontario. GTP is a technology company developing innovative solutions to disrupt traditional industries, primarily using artificial intelligence, internet of things and blockchain technology. GTP's core business is entering into joint ventures with other companies ("Collaborators") to co-develop new software applications and technology platforms for use in Collaborators' businesses, as well as for licensing to third-parties. While each Collaborator is different in terms of its objectives, its own existing technology and technological expertise, generally GTP offers the capital and development resources to create the technology stack to be used in the Collaborator's business, as well as its managerial, financial and technical expertise.

SHAREHOLDERS ARE NOT REQUIRED TO APPROVE THE PROPOSED TRANSACTION. However, the Proposed Transaction is very important to the Corporation and certain matters to be considered at the Meeting are necessary in order to prepare the Corporation to complete the Proposed Transaction. Full details regarding GTP and the Proposed Transaction will be disclosed by the Corporation in a filing statement (the "Filing Statement") to be prepared and filed pursuant to the CPC Policy. The Filing Statement will be posted on SEDAR at www.sedar.com prior to completion of the Proposed Transaction. Management of the Corporation will endeavor to post the Filing Statement on SEDAR as quickly as possible; however, the posting thereof may not occur until on or about the date of the Meeting or thereafter. Shareholders are urged to review the press releases issued by the Corporation on March 14, 2018 and April 4, 2018 relating to the Proposed Transaction, and the Filing Statement if, as and when filed on SEDAR as it will contain important disclosure regarding the Resulting Issuer and the Proposed Transaction.

Subject to receipt of all approvals, the Proposed Transaction is expected to close in late May 2018. Certain of the resolutions sought to be passed by the shareholders of the Corporation at the Meeting will be conditions to the completion of the Proposed Transaction. Failure to pass these resolutions could impede or prevent the completion of the Proposed Transaction.

VOTING SECURITIES AND PRINCIPAL HOLDERS

The authorized capital of the Corporation consists of an unlimited number of Common Shares of which 4,820,440 Common Shares are issued and outstanding as fully paid and non-assessable as at April 6, 2018.

The record date for the Meeting is April 6, 2018. Each holder of Common Shares of record will be entitled to one vote for each Common Share held at the Meeting.

To the knowledge of the directors and executive officers of the Corporation, based on the most recent publicly available information, as of the date hereof, the only persons that beneficially own, or control or direct, directly or indirectly, voting securities of the Corporation carrying 10% or more of the voting rights attached to the voting securities of the Corporation are as follows:

Name	Number of Shares ⁽¹⁾	Approximate Percentage of Total Issued
Philip Cunningham	500,000	10.37%
Paul Kelly	500,000 ⁽²⁾	10.37%
Anthony F. Griffiths	500,000 ⁽³⁾	10.37%

Notes:

- (1) After the cancellation of 50% of the Seed Shares (as defined by the policies of the Exchange) held by non-arm's length parties of the Corporation on September 29, 2015.

- (2) These Common Shares are held by Paul Kelly Investments Limited, a company controlled by Paul Kelly.
- (3) These Common Shares are held by Fourfourtwo Investments Limited, a company controlled by Anthony F. Griffiths.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

Other than as set forth herein or as previously disclosed, the Corporation is not aware of any material interests, direct or indirect, by way of beneficial ownership of securities or otherwise, of any director or executive officer, nominee for election as a director, or an associate or affiliate of any of the foregoing, in any matter to be acted upon, other than the election of directors, as described below.

EXECUTIVE COMPENSATION

Named Executive Officers

Pursuant to applicable securities regulations, the Corporation must disclose the compensation paid to its Named Executive Officers (“NEOs”) for the three most recently completed financial years. NEOs include the Corporation’s Chief Executive Officer, the Corporation’s Chief Financial Officer and the other three most highly compensated executive officers, provided that disclosure is not required for those executive officers, other than the Chief Executive Officer and the Chief Financial Officer, whose total compensation did not exceed \$150,000. The Corporation’s only NEO is Paul Kelly, as Chief Executive Officer and Chief Financial Officer of the Corporation.

Compensation Discussion and Analysis

Other than the grant of stock options, the Corporation did not compensate the NEOs during the period from incorporation (March 19, 2012) up until the date of this Circular. The Corporation does not have a formal compensation plan or strategy. As a Capital Pool Company (“CPC”), the Corporation has been focused on preserving funds in order to complete its Qualifying Transaction and compensates the directors and the NEO through the grant of stock options, as discussed below.

Risks of Compensation Policies and Practices

There are no formal practices in place to identify and mitigate excessive risks other than through informal discussion at meetings of the board of directors of the Corporation (the “**Board**”). The Board has considered the risks of the current compensation program as set out herein and has determined that, at this stage in the development of the Corporation and having consideration to the Corporation’s status as a CPC, the risks are not material.

Purchase of Financial Instruments

The Corporation currently does not have in place any formal policies to prevent a director or NEO from purchasing financial instruments that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held directly or indirectly by such director or NEO.

Option-Based Awards

Long-term incentive in the form of options to purchase Common Shares is intended to align the interests of the Corporation’s directors and its executive officers with those of its shareholders and to provide a long-term incentive that rewards these individuals for their contribution to the creation of shareholder value. The stock option plan of the Corporation is administered by the Board. In establishing the number of incentive stock options to be granted to the NEO, reference is made to the number of stock options granted to officers of other similar publicly traded companies. The Board also considers the overall number of options that are outstanding relative to the number of outstanding Common Shares in determining whether to make any new grants of options. The level of effort, time, responsibility, ability, experience and level of commitment of the executive officer is also considered in determining the level of incentive stock option compensation.

Summary Compensation Table

The following table sets forth compensation earned by the NEOs during the financial years ended December 31, 2017, 2016 and 2015. There has been no additional compensation from December 31, 2017 to the date of this Circular.

Name and principal position	Year	Salary (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)		Pension value (\$)	All other compensation (\$)	Total compensation (\$)
					Annual incentive plans	Long-term incentive plans			
Paul Kelly <i>CEO and CFO</i>	2017	Nil	Nil	Nil	N/A	N/A	N/A	Nil	Nil
	2016	Nil	Nil	Nil	N/A	N/A	N/A	Nil	Nil
	2015	Nil	Nil	Nil	N/A	N/A	N/A	Nil	Nil

Incentive Plan Awards

Outstanding Option-Based Awards

The following table sets forth the outstanding option-based awards granted to the NEOs at the financial year ended December 31, 2017.

Option-based Awards				Share-based Awards			
Name	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options ⁽¹⁾ (\$)	Number of shares or units of shares that have not vested (#)	Market of payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Paul Kelly <i>CEO and CFO</i>	177,110	0.20	December 28, 2022	Nil	Nil	Nil	Nil

Note:

(1) Based on the closing price of the Common Shares on the NEX Exchange on December 29, 2017, being \$0.18.

Incentive Plan Awards – Value Vested or Earned During the Year

Name	Option-based awards – Value vested during the year ⁽¹⁾ (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value vested during the year (\$)
Paul Kelly <i>CEO and CFO</i>	Nil	N/A	N/A

Note:

(1) The exercise price of the options were the same as market price on the date that the options vested, therefore the value was “Nil” on the date of vesting.

Director Compensation

Director Compensation Table

The following table describes all compensation provided to the directors of the Corporation for the financial year ended December 31, 2017. Directors of the Corporation did not receive any further compensation during the period

from December 31, 2017 to the date of this Circular. Paul Kelly, both a director and a NEO, did not receive any compensation in addition to that disclosed above in the Summary Compensation Table for NEOs in respect of his role as director.

Name	Fees earned (\$)	Share-based awards (\$)	Option-based awards (\$)	Non-equity incentive plan compensation (\$)	Pension value (\$)	All other compensation (\$)	Total (\$)
Philip Cunningham	Nil	Nil	\$0	N/A	N/A	Nil	\$0
Anthony F. Griffiths	Nil	Nil	\$0	N/A	N/A	Nil	\$0
Paul F. Little	Nil	Nil	\$0	N/A	N/A	Nil	\$0
Morris Prychidny	Nil	Nil	\$0	N/A	N/A	Nil	\$0
Eric P. Salsberg	Nil	Nil	\$0	N/A	N/A	Nil	\$0
Boyd Taylor	Nil	Nil	\$0	N/A	N/A	Nil	\$0

Incentive Plan Awards

Outstanding Option-Based Awards

The following table sets forth the outstanding option-based awards granted to directors of the Corporation who are not also NEOs at the financial year ended December 31, 2017.

Option-based Awards				Share-based Awards			
Name	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options ⁽¹⁾ (\$)	Number of shares or units of shares that have not vested (#)	Market of payout value of share-based awards that have not vested (\$)	Market or payout value of vested share-based awards not paid out or distributed (\$)
Philip Cunningham	70,844	0.20	December 28, 2022	Nil	Nil	Nil	Nil
Anthony F. Griffiths	123,977	0.20	December 28, 2022	Nil	Nil	Nil	Nil
Paul F. Little	70,844	0.20	December 28, 2022	Nil	Nil	Nil	Nil
Morris Prychidny	123,977	0.20	December 28, 2022	Nil	Nil	Nil	Nil
Eric P. Salsberg	70,844	0.20	December 28, 2022	Nil	Nil	Nil	Nil
Boyd Taylor	70,844	0.20	December 28, 2022	Nil	Nil	Nil	Nil

Note:

(1) Based on the closing price of the Common Shares on the Exchange on December 29, 2017, being \$0.18.

Incentive Plan Awards – Value Vested or Earned During the Year

Name	Option-based awards – Value vested during the year ⁽¹⁾ (\$)	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value vested during the year (\$)
Philip Cunningham	Nil	N/A	N/A
Anthony F. Griffiths	Nil	N/A	N/A
Paul F. Little	Nil	N/A	N/A
Morris Prychidny	Nil	N/A	N/A
Eric P. Salsberg	Nil	N/A	N/A
Boyd Taylor	Nil	N/A	N/A

Note:

(1) The exercise price of the options were the same as market price on the date that the options vested, therefore the value was “Nil” on the date of vesting.

Termination and Change of Control Benefits

The Corporation has no employment contracts with any NEO and therefore has no plans or arrangements in respect of any compensation received or that may be received by an NEO in the financial year ended December 31, 2017, or the current financial year in respect of compensating such officer in the event of termination (as a result of resignation, retirement or change of control) or in the event of change of responsibilities following a change of control.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The table below sets forth information as at December 31, 2017 with respect to the Corporation’s sole compensation plan under which equity securities of the Corporation are authorized for issuance.

Plan Category	Number of securities to be issued upon exercise of outstanding convertible security (a)	Weighted-average exercise price of outstanding convertible security (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by security holders	708,440	\$0.20	0
Equity compensation plans not approved by security holders	None	N/A	N/A

MATTERS TO BE ACTED UPON AT THE MEETING

Advance Notice Provision

By-Law No. 1 of the Corporation contains advance notice provisions (the “**Advance Notice Provision**”), which provides for advance notice to the Corporation in circumstances where nominations of persons for election to the Board are made by shareholders of the Corporation other than pursuant to: (i) a requisition of a meeting made pursuant to the provisions of the *Business Corporations Act* (Ontario) (the “**OBCA**”); or (ii) a shareholder proposal made pursuant to the provisions of the OBCA.

The purpose of the Advance Notice Provision is to foster a variety of interests of the shareholders and the Corporation by ensuring that all shareholders – including those participating in a meeting by proxy rather than in

person – receive adequate notice of the nominations to be considered at a meeting and can thereby exercise their voting rights in an informed manner. Among other things, the Advance Notice Provision fixes a deadline by which holders of Common Shares must submit director nominations to the Corporation prior to any annual or special meeting of shareholders and sets forth the minimum information that a shareholder must include in the notice to the Corporation for the notice to be in proper written form.

The foregoing is merely a summary of the Advance Notice Provision, is not comprehensive and is qualified by the full text of such provision which is available under the Corporation’s profile on SEDAR at www.sedar.com.

Election of Directors

The articles of the Corporation provide that the Board shall consist of a minimum of one (1) and a maximum of ten (10) directors, the number of which may be fixed from time to time by a resolution of the Board. The Corporation currently has seven (7) directors.

At the Meeting, shareholders of the Corporation are required to elect the directors of the Corporation to hold office until the next annual meeting of shareholders of the Corporation or until the successors of such directors are elected or appointed.

It is desirable, in connection with the Proposed Transaction, to: (A) set the number of directors for the ensuing year at seven (7) and to elect the current directors of the Corporation (the “**Current Slate**”) to serve from the close of the Meeting until the earlier of: (i) the close of the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed; and (ii) the effective time of the closing of the Proposed Transaction (the “**Change of Board Time**”); and (B) set the number of directors, from and after the Change of Board Time, for the remainder of the ensuing year at three (3) and to elect the directors of the Corporation (the “**New Slate**”) to serve from the Change of Board Time until the close of the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed.

At the time of the Meeting, the Proposed Transaction will not yet have been completed and there can be no assurance at that time that it will be completed.

The shareholders of the Corporation will be asked at the Meeting to consider, and if thought appropriate, to pass an ordinary resolution, the text of which is as follows:

“RESOLVED THAT:

- (a) the number of directors be set at seven (7), and the election of each of Paul Kelly, Anthony F. Griffiths, Philip Cunningham, Paul F. Little, Morris Prychidny, Eric P. Salsberg and Boyd Taylor as directors of the Corporation to hold office, each until the earlier of:
 - (i) the close of the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed; and
 - (ii) the Change of Board Time, as defined in the management information circular of the Corporation dated April 11, 2018;is hereby approved; and
- (b) the number of directors, from and after the Change of Board Time, be set at three (3), and the election of Anthony Lacavera, Jason Theofilos and Kingsley Ward as directors of the Corporation, to hold office from the Change of Board Time until the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed, is hereby approved.”

Management of the Corporation recommends that the shareholders of the Corporation vote in favour of the recommended directors. Unless you give other instructions, the persons named in the enclosed form of proxy

intend to vote FOR the election of the Current Slate and the New Slate of directors. The Corporation does not contemplate that any of such nominees will be unable to serve as directors; however, if for any reason any of the proposed nominees do not stand for election or are unable to serve as such, **proxies held by the persons designated as proxyholders in the accompanying enclosed form of proxy will be voted for another nominee in their discretion unless the shareholder has specified in his or her form of proxy that his or her Common Shares are to be withheld from voting in the election of directors.**

Each director elected as a Current Slate director will hold office from the close of the Meeting until the earlier of: (i) the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed; or (ii) the Change of Board Time, and each director elected as a New Slate director will hold office from the Change of Board Time until the next annual meeting of shareholders of the Corporation or until their successors are elected or appointed, all as the case may be, unless his office is earlier vacated in accordance with the articles of the Corporation or the provisions of the OBCA.

See below for detailed information concerning the Current Slate and the New Slate.

Current Slate

The following table sets forth the information concerning each of the persons proposed to be nominated for election as a director of the Corporation as part of the Current Slate, each nominee's principal occupation, business or employment, the period of time during which each nominee has been a director of the Corporation, the number of Common Shares each nominee beneficially owns, directly or indirectly, or over which he exercises control or direction, as at the date hereof.

Name and Residence	Principal Occupation For Last Five Years	Period during which served as a director	Shares Held or Beneficially Owned⁽⁴⁾
Paul Kelly ⁽¹⁾ Oakville, Ontario	Independent business consultant and investor	March 19, 2012 to present	500,000 ⁽²⁾
Anthony F. Griffiths Toronto, Ontario	Independent business consultant and corporate director	April 3, 2012 to present	500,000 ⁽³⁾
Philip Cunningham Toronto, Ontario	Retired executive	April 3, 2012 to present	500,000
Paul F. Little ⁽¹⁾ Calgary, Alberta	Corporate director	April 3, 2012 to present	375,000
Morris Prychidny ⁽¹⁾ Toronto, Ontario	Corporate director and corporate secretary of Orion Capital Incorporated	April 3, 2012 to present	125,000
Eric P. Salsberg Willowdale, Ontario	Vice President, Corporate Affairs of Fairfax Financial Holdings Limited, a financial services holding company	October 10, 2012 to present	200,000
Boyd Taylor Oakville, Ontario	Investor	April 3, 2012 to present	250,000

Notes:

- (1) Member of the Audit Committee.
- (2) These shares are held by Paul Kelly Investments Limited, a company controlled by Paul Kelly.
- (3) These shares are held by Fourfourtwo Investments Limited, a company controlled by Anthony F. Griffiths.
- (4) After the cancellation of 50% of the Seed Shares held by non-arm's length parties of the Corporation on September 29, 2015.

Paul Kelly – Director, Chief Executive Officer and Chief Financial Officer

Paul Kelly is an independent business consultant and investor. He is a director of Fountain Asset Corp. He was President and Chief Executive Officer and a director from May 1998 to May 2004 of Slater Steel Inc., a multidivisional specialty steel company formerly listed on the Toronto Stock Exchange (the "TSX"). Mr. Kelly was President, Chief Operating Officer and a director from June 2004 to September 2007 of Harris Steel Group Inc., a

multidivisional fabricator, manufacturer and steel trading group formerly listed on the TSX. Mr. Kelly obtained a BA in Economics from the University of Toronto.

Anthony F. Griffiths – *Director and Chairman of the Board*

Anthony F. Griffiths is currently an independent business consultant and corporate director. He is a director and also the Lead Director of Fairfax Financial Holdings Limited and a director of Fairfax India Holdings Corporation. Mr. Griffiths was previously the Chairman of Novadaq Technologies Inc. Mr. Griffiths holds a BA from McGill University and an MBA from Harvard University.

Philip Cunningham – *Director*

Philip Cunningham is a retired executive. He served as the Executive Vice-President of Mackenzie Financial Corp. from September 1982 to November 2003. Prior to his retirement, Mr. Cunningham served as Vice-President, Corporate Finance and as a director of Roxmark Mines Limited from December 2003 to December 2009. He served as the Chairman of Goldstone Resources Inc. from December 2009 to August 2011.

Paul F. Little – *Director*

Paul F. Little is a Chartered Accountant (Ernst & Young). He holds an MBA from the University of British Columbia and a BA in Economics from the University of Toronto. He was Chief Financial Officer of a large Canadian energy company prior to forming a merchant bank, Gornitzki Thompson & Little, in 1986, which was wound up in 1999. Over the years, Mr. Little was a director of over 20 TSE/TSX-listed companies and two U.S. companies listed on New York Stock Exchange.

Morris Prychidny – *Director*

Morris Prychidny is a chartered accountant and has a BA in Economics from the University of Western Ontario. He is currently a director of Orion Capital Incorporated, Barkerville Gold Mines Ltd., Northfield Capital Corporation, Nighthawk Gold Corp. and Fountain Asset Corp.

Eric P. Salsberg – *Director*

Mr. Salsberg is the Vice President, Corporate Affairs of Fairfax Financial Holdings Limited and has held that position since 1989. He graduated from the Faculty of Law at the University of Toronto in 1969 and prior thereto obtained a BA from the University of Toronto.

Boyd Taylor – *Director*

Mr. Taylor is currently an investor in private companies. From 1996 to 2005, Mr. Taylor was a director and the Vice President Sales & Marketing and Business Development of Hydrogenics Corporation, a hydrogen and fuel cell development company. Mr. Taylor graduated with a Bachelor of Engineering degree in 1985 from Memorial University, and is a Registered Professional Engineer in the Province of Ontario.

New Slate

The following table sets forth the information concerning each of the persons proposed to be nominated for election as a director of the Corporation as part of the New Slate, each nominee's principal occupation, business or employment, the period of time during which each nominee has been a director of the Corporation, the number of Common Shares each nominee beneficially owns, directly or indirectly, or over which he exercises control or direction, as at the date hereof.

Name and Residence	Principal Occupation For Last Five Years	Period during which served as a director	Shares Held or Beneficially Owned
Anthony Lacavera ⁽¹⁾ Toronto, Ontario	Chairman of Globalive Holdings (February 1998 to present); Chairman and CEO of Globalive Technology	Nil	Nil

	Partners Inc. (January 2018 to present) and Globalive Capital (January 2004 to present); Chairman of WIND Mobile (February 2008 to December 2015) and CEO (January 2010 to January 2014); director of Founders Advantage Capital Corp. (June 2016 to present); director of Trilogy International Partners Inc. (February 2017 to present)		
Jason Theofilos ⁽¹⁾ Toronto, Ontario	CEO of MUNDOMedia Ltd. (January 2009 to present); Board Member of Coinsquare (September 2017 to present); Co-Founder of Alchimista (August 2017 to present)	Nil	Nil
Kingsley Ward ⁽¹⁾ Toronto, Ontario	Chairman of Founders Advantage Capital Corp. (April 2016 to present); Chairman of DATA Communications Management Corp. (June 2016 to present); Chairman and/or Director of Clarus Securities Inc. (January 2003 to present); Chairman and/or Director of The Vimy Ridge Group Ltd. (1991 to present)	Nil	Nil

Notes:

(1) Anthony Lacavera, Jason Theofilos, and Kingsley Ward will comprise the Audit Committee of the Resulting Issuer.

Anthony Lacavera – Chief Executive Officer and Director

Mr. Lacavera is the founder of Globalive Capital Inc., a telecommunications/technology focused investment company. Mr. Lacavera has made over 100 venture and private equity investments over the past 15 years, including founding WIND Mobile which became Canada’s fourth largest wireless carrier before it was sold to Shaw for approximately \$1.6 billion. Mr. Lacavera was named Canada’s CEO of the Year by the Globe and Mail in 2010, one of the 50 Most Influential Torontonians in 2013 and one of Canada’s Top Executives by Power and Influence magazine in 2014. Mr. Lacavera holds an Engineering Degree from the University of Toronto.

Jason Theofilos – Director

Mr. Theofilos is a Co-Founder and Chief Executive Officer of Mundo Inc., a leading global performance mobile ad network. He has founded or invested in over 50 private technology and blockchain companies and serves on the board of Mundo Inc. and CoinSquare Ltd., a leading Canadian cryptocurrency exchange.

Kingsley Ward – Director

Mr. Ward has more than 25 years of experience as an investor and director of various private equity and public companies. He is chairman of his family office holding company, VRG Capital Corp. (formerly The Vimy Ridge Group Ltd.), and Chairman of Founders Advantage Capital Corp., DATA Communications Management Corp., Clarus Securities Inc., Jones Brown Holdings Inc. and Nucro-Technics.

Corporate Cease Trade Orders or Bankruptcies

To the knowledge of the Corporation, other than as set forth below, no proposed director is, as at the date of this Circular, or has been, within 10 years before the date of this Circular:

- (a) a director, chief executive officer or chief financial officer of any company (including the Corporation) that was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer, or was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or
- (b) a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became

bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

Mr. Griffiths was a director of Jaguar Mining Inc. from May 2004 to June 2013. On December 23, 2013, that company commenced proceedings under the *Companies' Creditors Arrangement Act* (Canada) (the "CCAA") to complete a recapitalization and financing transaction. Trading of that company's common shares was suspended on December 23, 2013 and those shares were delisted from the TSX on February 10, 2014. On February 7, 2014, the affected unsecured creditors of that company and the Ontario Superior Court of Justice approved that company's plan of compromise and arrangement pursuant to the CCAA, which was implemented effective April 22, 2014.

Mr. Griffiths was a director of AbitibiBowater Inc. when the company and certain of its U.S. and Canadian subsidiaries filed for protection in Canada under the CCAA and in the United States under Chapter 11 of the United States Bankruptcy Code in April 2009. On December 9, 2010, the company emerged from creditor protection under the CCAA in Canada and Chapter 11 in the United States.

Mr. Griffiths was a director of PreMD Inc. from 1995 to February 2010, and, in connection with the voluntary delisting of the company's shares from the TSX, cease trade orders were issued in April 2009 requiring all trading in and all acquisitions of securities of the company to cease permanently due to the company's failure to file continuous disclosure materials required by Ontario securities law. The cease trade orders are still in effect.

Mr. Salsberg was a director of Bricol Capital Corp. ("**Bricol**") from September 1999 to December 2010. Bricol was a capital pool company whose common shares were listed for trading on the Exchange on May 4, 2000. The Bricol common shares were suspended from trading on the Exchange effective November 14, 2002, for failure of Bricol to complete a Qualifying Transaction within 18 months of listing on the Exchange. On November 10, 2003, the Bricol common shares were delisted from trading on the Exchange. Bricol has subsequently completed a Qualifying Transaction and changed its name to QSolar Ltd. Bricol completed its Qualifying Transaction effective March 18, 2011.

Individual Bankruptcies

To the knowledge of the Corporation, other than as set forth herein, no proposed director has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

Appointment and Remuneration of Auditor

Shareholders are requested by management to approve a resolution to appoint RSM Canada LLP as auditor of the Corporation until the next annual meeting of shareholders and to authorize the directors to fix their remuneration. RSM Canada LLP (formerly Collins Barrow LLP) was first appointed as auditor of the Corporation on April 3, 2012.

Management of the Corporation recommends that shareholders vote in favour of appointing RSM Canada LLP as auditor of the Corporation and to authorize the directors to fix their remuneration. **Unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the approval of the resolution to appoint RSM Canada LLP and to authorize the directors to fix their remuneration.**

Approval of Amended and Restated Stock Option Plan

The Corporation currently maintains a "rolling" stock option plan (the "**Stock Option Plan**") and pursuant thereto grants options to purchase Common Shares. On April 10, 2018, the Board approved the Amended Stock Option Plan which will only be effective if the Proposed Transaction is completed.

The Amended Stock Option Plan will be administered by the Board and will provide that the Board may from time to time, in its discretion, and in accordance with Exchange requirements, grant to persons who, at the time of grant of Options, are directors, officers, employees and consultants of the Resulting Issuer or subsidiaries of the Resulting

Issuer (collectively, the “**Eligible Persons**”, and Eligible Persons that have been granted Options under the Amended Stock Option Plan, the “**Participants**”), non-transferable options (the “**Options**”), provided that the number of Resulting Issuer Shares reserved for issuance will not exceed 10% of the then outstanding Resulting Issuer Shares. In connection with the foregoing, the maximum number of Resulting Issuer Shares for which Options may be issued to any one Participant in any 12-month period shall not exceed 5% of the outstanding Resulting Issuer Shares or 2% in the case of a grant of Options to any consultant or persons (in the aggregate) retained to provide Investor Relations Activities (as defined by the Exchange).

Subject to any requirements of the Exchange, the Board may determinate the expiry date of each Option. Subject to a limited extension if an Option expires during a Black Out Period (as defined in the Amended Stock Option Plan), an Option may be exercised for a period of up to seven years after the grant date, provided that: (i) upon a Participant’s termination for Cause (as defined in the Amended Stock Option Plan), all Options, whether vested or not, as at the Termination Date (as defined in the Amended Stock Option Plan) will automatically and immediately expire and be forfeited; (ii) upon the death of a Participant, all unvested Options as at the Termination Date shall automatically and immediately vest, and all vested Options will continue to be subject to the Amend Stock Option Plan and be exercisable for a period of 90 days after the Termination Date; (iii) in the case of the Permanent Disability (as defined in the Amended Stock Option Plan) of a Participant, all Options as at the Termination Date shall continue to vest and be subject to the Amend Stock Option Plan and be exercisable for a period of 12 months after the Termination Date; (iv) in the case of the retirement of a Participant, the Board shall have discretion, with respect to such Options, to determine whether to accelerate the vesting of such Options, cancel such Options with or without payment and determine how long, if at all, such Options may remain outstanding following the Termination Date, provided, however, that in no event shall such Options be exercisable for more than 12 months after the Termination Date; (v) subject to paragraph (vi) below, in all other cases where a Participant ceases to be an Eligible Person, including a termination without Cause or a voluntary resignation, unless otherwise determined by the Board, all unvested Options shall automatically and immediately expire and be forfeited as of the Termination Date, and all vested Options will continue to be subject to the Amended Stock Option Plan and be exercisable for a period of 90 days after the Termination Date; and (vi) notwithstanding paragraphs (i)-(v), in connection with the resignation of the Participants holding options to purchase Common Shares granted to the directors and officer of the Corporation under the Stock Option Plan, upon completion of the Proposed Transaction, such options shall be exercisable for a period of 12 months after the Termination Date.

The exercise price of the Options will be determined by the Board at the time any Option is granted. In no event will such exercise price be lower than the last closing price of the Resulting Shares on the Exchange less any discount permitted by the rules or policies of the Exchange at the time the Option is granted. Subject to any vesting restrictions imposed by the Exchange, or as may otherwise be determined by the Board at the time of grant, Options shall vest equally over a four year period such that $\frac{1}{4}$ of the Options shall vest on the first, second, third and fourth anniversary dates of the date that the Options were granted.

On a Change of Control (as defined in the Amended Stock Option Plan) of the Resulting Issuer, the Board shall have discretion as to the treatment of Options, including whether to (i) accelerate, conditionally or otherwise, on such terms as it sees fit, the vesting date of any Options; (ii) permit the conditional exercise of any Options, on such terms as it sees fit; (iii) otherwise amend or modify the terms of any Options; and (iv) terminate, following the successful completion of a Change of Control, on such terms as it sees fit, the Options not exercised prior to the successful completion of such Change of Control. If there is a Change of Control, any Options held by a Participant shall automatically vest following such Change of Control, on the Termination Date, if the Participant is an employee, officer or a director and their employment, or officer or director position is terminated or they resign for Good Reason (as defined in the Amended Stock Option Plan) within 12 months following the Change of Control, provided that no acceleration of Options shall occur in the case of a Participant that was retained to provide Investor Relations Activities unless the approval of the Exchange is either obtained or not required.

GTP intends to authorize the grant of Options with an exercise price of \$1.00 to certain of its officers, directors and employees which Options shall be considered to be granted effective as of the closing of the Proposed Transaction. Upon completion of the Proposed Transaction, the Resulting Issuer will have these Options issued and outstanding to acquire Resulting Issuer Shares, and Resulting Issuer Shares representing up to 10% of the outstanding Resulting Issuer Shares (less the Options already granted) will be reserved for issuance under the Amended Stock Option Plan.

At the Meeting, shareholders of the Corporation will be asked to consider, and if thought appropriate, pass an ordinary resolution substantially in the form noted below to approve the Amended Stock Option Plan and to authorize the issuance of Options to purchase up to 10% of the outstanding Resulting Issuer Shares to certain Eligible Persons, at an exercise price of at least \$1.00, effective as of the closing of the Proposed Transaction, all in accordance with the Amended Stock Option Plan. The full text of the Amended Stock Option Plan is set out in Appendix “A” attached hereto. The implementation of the Amended Stock Option Plan is subject to the Proposed Transaction being completed. If the Proposed Transaction is not completed, then the Stock Option Plan will continue as the Corporation’s form of share incentive plan.

“RESOLVED THAT:

- (a) the stock option plan substantially in the form attached as Appendix “A” to the management information circular of the Corporation dated April 11, 2018 (the “**Amended Stock Option Plan**”) is hereby approved, ratified and confirmed, with the implementation of such plan subject to the closing of the proposed Qualifying Transaction between the Corporation and Globalive Technology Partners Inc.;
- (b) the board of directors of the Corporation be authorized to confirm and ratify the grant of options to certain Eligible Persons (as defined in the Amended Stock Option Plan) at an exercise price of \$1.00, effective on the closing of the proposed Qualifying Transaction, provided that all such grants are in accordance with the terms of the Amended Stock Option Plan as approved in resolution (a) above; and
- (c) any director or officer of the Corporation is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed, under the seal of the Corporation or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Corporation may be necessary or desirable to carry out the terms of the foregoing.”

The resolution respecting the approval of the Amended Stock Option Plan will require the affirmative vote of a majority of the votes cast thereon at the Meeting. Management of the Corporation recommends that shareholders vote in favour of the resolution to approve the Amended Stock Option Plan. **Unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the resolution to approve the Amended Stock Option Plan, with the implementation of such plan being subject to the closing of the Proposed Transaction.**

Consolidation of Common Shares

In connection with the Proposed Transaction, shareholders of the Corporation will be asked to consider, and if thought appropriate, pass a special resolution authorizing the Board to amend the Corporation’s articles in order to effect a consolidation of the issued and outstanding Common Shares on the basis of 6.66 pre-consolidation Common Share for one post-consolidation Common Share, or such other ratio as may be determined by the Corporation and GTP or required by the Exchange (the “**Share Consolidation**”). No fractional shares will be issued under the Share Consolidation. Upon completion of the Share Consolidation, any resulting fractional Common Share with the first decimal being less than five will be cancelled without payment of any consideration, and any resulting fractional Common Share with the first decimal place being five or greater will be rounded up to one whole post-consolidation Common Share.

As of the date hereof, an aggregate of 4,820,440 Common Shares are issued and outstanding. Accordingly, assuming no other change in the issued capital of the Corporation, a total of approximately 723,790 Common Shares would be issued and outstanding following the Share Consolidation. The Share Consolidation may result in some shareholders owning “odd lots” of less than 100 post-Share Consolidation Common Shares. Odd lots may be more difficult to sell, or require greater transaction costs per share to sell, than shares in “board lots” of even multiples of 100 Common Shares.

If the requisite approval of the shareholders and the Exchange is obtained, the Share Consolidation will take place at an appropriate time to be determined by the Board at its sole discretion. Notwithstanding the approval by the shareholders, the Board may, without further shareholder action, revoke the special resolution authorizing the Share Consolidation and not implement the Share Consolidation, if, in the sole discretion of the Board, it is deemed desirable to do so.

At the Meeting, shareholders will be asked to consider, and if thought appropriate, pass a special resolution substantially in the form noted below to approve the Share Consolidation:

“RESOLVED AS A SPECIAL RESOLUTION THAT:

- (a) subject to acceptance by the TSX Venture Exchange (the “**Exchange**”), the Corporation is hereby authorized to consolidate the issued and outstanding common shares of the Corporation on the basis of 6.66 pre-consolidation common shares for one post-consolidation common share, or such other ratio as may be required by the Exchange (the “**Share Consolidation**”);
- (b) any resulting fractional common share with the first decimal place being less than five shall be cancelled without payment of any consideration, and any resulting fractional common share with the first decimal place being five or greater shall be rounded up to one whole post-consolidation common share;
- (c) the board of directors of the Corporation is hereby authorized, at any time and in its absolute discretion, to determine whether or not to proceed with the Share Consolidation without further approval, ratification or confirmation by the shareholders; and
- (d) any director or officer of the Corporation is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed, under the seal of the Corporation or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Corporation may be necessary or desirable to carry out the terms of the foregoing.”

The resolution respecting the approval of the Share Consolidation will require the affirmative vote of at least two-thirds of votes cast by the shareholders present in person or by proxy at the Meeting. Management of the Corporation recommends that shareholders vote in favour of the resolution to approve the Share Consolidation. **Unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the resolution to approve the Share Consolidation.**

Name Change

In connection with the Proposed Transaction, shareholders of the Corporation will be asked to consider and, if thought appropriate, pass a special resolution authorizing the Board to change the Corporation’s name to “Globalive Technology Inc.” or such other name as may be requested by GTP and approved by the Board and applicable regulatory authorities, to be effective contemporaneously with the completion of the Proposed Transaction (the “**Name Change**”).

Notwithstanding the approval by the shareholders, the Board may, without further shareholder action, revoke the special resolution authorizing the Name Change and not proceed with the Name Change if, in the sole discretion of the Board, it is deemed desirable to do so.

At the Meeting, shareholders will be asked to consider, and if thought appropriate, pass a special resolution substantially in the form noted below to approve the Name Change:

“RESOLVED AS A SPECIAL RESOLUTION THAT:

- (a) subject to acceptance by the Exchange, the Corporation is hereby authorized amend its articles of incorporation to change the name of the Corporation to “Globalive Technology Inc.”, or such other name as may be requested by Globalive Technology Partners Inc. and approved by the board of directors of the Corporation and applicable regulatory authorities, and provided that the board of directors of the Corporation may, in its sole discretion, revoke this Special Resolution before it is acted upon without further approval of the shareholders of the Corporation; and
- (b) any director or officer of the Corporation is hereby authorized and directed, acting for, in the name of and on behalf of the Corporation, to execute or cause to be executed, under the seal of the Corporation or otherwise and to deliver or to cause to be delivered, all such other deeds, documents, instruments and assurances and to do or cause to be done all such other acts as in the opinion of such director or officer of the Corporation may be necessary or desirable to carry out the terms of the foregoing.”

The resolution respecting the approval of the Name Change must be passed by at least two-thirds of votes cast by the shareholders present in person or by proxy at the Meeting. Management of the Corporation recommends that shareholders vote in favour of the Name Change. **Unless you give other instructions, the persons named in the enclosed form of proxy intend to vote FOR the Name Change.**

Other Business

Management of the Corporation is not aware of any matter to come before the Meeting other than the matters referred to in the Notice of Meeting.

CORPORATE GOVERNANCE PRACTICES

The Board has reviewed the Corporation’s current corporate governance practices with reference to the applicable provisions of National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and has compiled the following analysis:

CORPORATE GOVERNANCE GUIDELINE	THE CORPORATION’S PRACTICE
1. Board of Directors	
(a) Disclose the identity of directors who are independent.	Six (6) of the Corporation’s seven (7) directors, Anthony F. Griffiths, Philip Cunningham, Paul F. Little, Morris Prychidny, Eric P. Salsberg and Boyd Taylor, are considered independent.
(b) Disclose the identity of directors who are not independent, and the basis for that determination.	Paul Kelly is not considered to be an independent director by reason of his office as Chief Executive Officer and Chief Financial Officer.
2. Board of Directors	
If a director is presently a director of any other issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction, identify both the director and the other issuer.	Paul Kelly is a director of Fountain Asset Corp. Anthony F. Griffiths is a director of Fairfax Financial Holdings Limited and Fairfax India Holdings Corporation. Morris Prychidny is a director of Barkerville Gold Mines Ltd., Northfield Capital Corporation, Nighthawk Gold Corp. and Fountain Asset Corp. Eric P. Salsberg is a director of Duncan Park Holdings Corporation.

3. Orientation and Continuing Education	
Describe what steps, if any, the board takes to orient new board members, and describe any measures the board takes to provide continuing education for directors.	Orientation includes regular Board meetings and updates between the meetings. Because of the Corporation's early stage of development, it does not currently provide continuing education to Board members and instead provides regular updates and information concerning the Corporation's business and strategy.
4. Ethical Business Conduct	
Describe what steps, if any, the board takes to encourage and promote a culture of ethical business conduct.	The Corporation's developmental stage allows the Board to effectively monitor the ethical conduct of the Corporation and ensure that it complies with applicable legal and regulatory requirements, such as those of relevant securities commissions and the Exchange.
5. Nomination of Directors	
Disclose what steps, if any, are taken to identify new candidates for board nomination, including: (a) who identifies new candidates, and (b) the process of identifying new candidates.	The Board's size and cohesion allow it to effectively perform the duties and functions of a Nominating Committee. Given the Corporation's present stage of development, the proposed Board composition has been determined to be appropriate. A Nominating Committee will be created at the appropriate time.
6. Compensation	
Disclose what steps, if any, are taken to determine compensation for the directors and CEO, including: (a) who determines the compensation; and (b) the process of determining compensation.	The Board's size and cohesion allow it to effectively perform the duties and functions of a Compensation Committee. Given the Corporation's present stage of development, and its mandate to actively seek target companies for completion of a Qualifying Transaction, its current compensation methods have been determined to be appropriate.
7. Other Board Committees	
If the board has standing committees other than the audit, compensation and nominating committees, identify the committees and describe their function.	The Board does not presently have any standing committees other than the Audit Committee.
8. Assessments	
Disclose what steps, if any, the board takes to satisfy itself that the board, its committees and its individual directors are performing effectively.	<p>The Board has not adopted formal procedures for assessing its own effectiveness, or that of the Audit Committee or the individual directors. However, the Corporation believes that its corporate governance practices are appropriate and effective given the Corporation's developmental stage and its status as a CPC.</p> <p>The Corporation's method of corporate governance allows for the Corporation to operate efficiently, with checks and balances that control and monitor management and corporate functions without excessive administrative burden.</p>

AUDIT COMMITTEE

The Corporation is required to have an Audit Committee comprised of not less than three directors, a majority of whom are not officers or employees of the Corporation or of an affiliate of the Corporation. The Corporation's Audit Committee consists of Morris Prychidny, Paul F. Little and Paul Kelly.

Audit Committee Charter

The Board has adopted a charter for its Audit Committee, the text of which is set forth in Appendix "B" attached hereto.

Independence

Multilateral Instrument 52-110 – *Audit Committees* (“**MI 52-110**”) provides that a member of an audit committee is “independent” if the member has no direct or indirect material relationship with the issuer which could, in the view of the issuer’s board, reasonably interfere with the exercise of the member’s independent judgment.

The Corporation’s current Audit Committee consists of Morris Prychidny, Paul F. Little and Paul Kelly. Morris Prychidny and Paul F. Little are considered independent directors pursuant to Canadian securities laws.

Financial Literacy

MI 52-110 provides that an individual is “financially literate” if he or she has the ability to read and understand a set of financial statements that presents a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Corporation’s financial statements.

All existing members of the Audit Committee are financially literate as such term is defined in MI 52-110.

For a description of the relevant education and experience of each member of the Audit Committee, please see the director biographies under “Matters to be Acted Upon at the Meeting – Election of Directors – Current Slate”.

Audit Committee Oversight

Since the commencement of the Corporation’s most recently completed financial year, the Audit Committee has not made any recommendations to nominate or compensate an external auditor which were not adopted by the Board.

Reliance on Certain Exemptions

Since the commencement of the Corporation’s most recently completed financial year, the Corporation has not relied on:

- (a) the exemption in section 2.4 (*De Minimis Non-audit Services*) of MI 52-110; or
- (b) an exemption from MI 52-110, in whole or in part, granted under Part 8 (*Exemptions*).

Pre-Approval Policies and Procedures

The Audit Committee has not adopted any specific policies and procedures for the engagement of non-audit services.

Audit Fees

The following table sets forth the fees paid by the Corporation and its subsidiaries to its auditor for services billed during the financial years ended December 31, 2017 and December 31, 2016:

	2017	2016
Audit Fees	\$6,750	\$5,500
Audit-Related Fees	\$Nil	\$Nil
Tax Fees	\$1,750	\$1,000
All Other Fees	\$9,607	\$7,050
Total	<u>\$18,107</u>	<u>\$13,550</u>

Exemption

The Corporation is a “venture issuer” as defined in MI 52-110 and is relying on the exemption in section 6.1 of MI 52-110 relating to Parts 3 (*Composition of Audit Committee*) and 5 (*Reporting Obligations*).

Report of the Audit Committee

In the performance of its oversight function, the Audit Committee reviewed and discussed the Corporation's audited consolidated financial statements as of and for the financial year ended December 31, 2017 with management and the auditor. The audited financial statements were represented to have been prepared in accordance with International Financial Reporting Standards.

The Audit Committee is satisfied that it appropriately fulfilled its mandate to the best of its ability during and for the financial year ended December 31, 2017.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

To the knowledge of management of the Corporation, except as disclosed herein, no informed person (a director, officer or holder of 10% or more of the Common Shares), proposed director, or any associate or affiliate of any informed person or proposed director had any interest in any transaction since January 1, 2017 or has any interest in any proposed transaction which has materially affected or would materially affect the Corporation.

The current directors of the Corporation and proposed director nominees own the following securities of GTP:

Name	Principal Position	GTP Common Shares Held or Beneficially Owned ⁽¹⁾	GTP Options Held or Beneficially Owned	GTP Convertible Debentures Held or Beneficially Owned ⁽²⁾	GTP Subscription Receipts Held or Beneficially Owned ⁽³⁾
Paul Kelly	Director, CEO and CFO	Nil	Nil	\$40,000	200,000
Morris Prychidny	Director	Nil	Nil	\$40,000	100,000
Anthony F. Griffiths	Director	Nil	Nil	Nil	100,000
Anthony Lacavera	Director Nominee	34,655,000 (48.56%)	Nil	\$500,000	1,000,000
Kingsley Ward	Director Nominee	2,403,021 (3.37%)	Nil	\$113,976	Nil
Jason Theofilos	Director Nominee	6,970,000 (9.77%)	Nil	\$216,250	500,000

Notes:

- (1) Based on 71,360,020 GTP Shares issued and outstanding.
- (2) The GTP Convertible Debentures are convertible into and, immediately prior to closing of the Proposed Transaction, will be converted into, GTP Shares at a conversion price of \$0.50 per share.
- (3) Each GTP Subscription Receipt will be automatically converted into one GTP Share, subject to satisfaction of certain release conditions, immediately prior to closing of the Proposed Transaction.

Additionally, there are potential conflicts of interest to which the directors and officers of the Corporation will be subject in connection with the operations of the Corporation. In particular, certain of the directors and officers of the Corporation are involved in managerial and/or director positions with other companies whose operations may, from time to time, be in direct competition with those of the Corporation or with entities which may, from time to time, provide financing to, or make equity investments in, competitors of the Corporation. Conflicts, if any, will be subject to the procedures and remedies available under the OBCA. The OBCA provides that in the event that a director has an interest in a contract or proposed contract or agreement, the director shall disclose his interest in such contract or agreement and shall refrain from voting on any matter in respect of such contract or agreement unless otherwise provided for by the OBCA.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at the date of this Circular, there was no outstanding indebtedness owing to the Corporation by (i) any director, executive officer or employee; (ii) any former director, officer or employee; or (iii) any associate of any current or former director or executive officer.

The Corporation does not provide loans to assist with the exercise of stock options.

AUDITOR

The auditor of the Corporation is RSM Canada LLP (formerly Collins Barrow Toronto LLP) of 11 King Street West, Suite 700, Toronto, Ontario M5H 4C7. RSM Canada LLP was first appointed as auditor of the Corporation on April 3, 2012. In connection with the Proposed Transaction, the auditor of the Corporation will resign and be replaced by PricewaterhouseCoopers LLP of 18 York Street, Suite 2600, Toronto, Ontario M5J 0B2 upon closing of the Proposed Transaction. The Corporation is not required to SEDAR file and circulate a reporting package pursuant to NI 51-102 because the change in auditor is occurring in connection with a takeover or similar transaction involving the Corporation. The Corporation's determination to change auditor was not a result of any "reportable event" as such term is defined in NI 51-102.

ADDITIONAL INFORMATION

Additional information relating to the Corporation is available on SEDAR at www.sedar.com. The Corporation's annual financial statements, management's discussion and analysis and a copy of this Circular are available to anyone, upon request, from the Corporation at 181 Bay Street, Suite 4400, Toronto, ON M5J 2T3. All financial information in respect of the Corporation is provided in the comparative financial statements and management's discussion and analysis for its most recently completed financial year.

APPROVAL OF THE BOARD OF DIRECTORS

This Circular and the mailing of same to shareholders have been approved by the Board.

DATED at Toronto, Ontario this 11th day of April, 2018.

BY ORDER OF THE BOARD

(signed) "Paul Kelly"

Chief Executive Officer, Chief Financial Officer and
Director

APPENDIX "A"

AMENDED STOCK OPTION PLAN

[See attached]

GLOBALIVE TECHNOLOGY INC.

STOCK OPTION PLAN

[DATE], 2018

I. THE PLAN

The following is the amended and restated stock option plan of Globalive Technology Inc. (formerly Corporate Catalyst Acquisition Inc.) (the “**Corporation**”) pursuant to which Options (as defined below) to purchase common shares (“**Shares**”) of the Corporation may be granted to Eligible Persons (as defined below). The name of the plan is the Globalive Technology Inc. 2018 Stock Option Plan (the “**Plan**”).

The Plan was approved by the Board (as defined below) on [date], 2018 and shareholders of the Corporation on [date], 2018, and will be effective upon completion of the Qualifying Transaction until the earlier of (i) the date it is terminated by the Board, and (ii) 10 years after the date of the Plan.

II. PURPOSE

The purpose of the Plan is to:

1. provide the Corporation with a mechanism to attract, retain and motivate highly qualified directors, officers, employees and consultants,
2. align the interests of Participants (as defined below) with that of other shareholders of the Corporation generally, and
3. enable and encourage Participants to participate in the long-term growth of the Corporation through the acquisition of Shares as long-term investments.

III. DEFINITIONS

The following definitions shall be applicable throughout the Plan unless specifically modified by any paragraph:

(a) “**Black out Period**” means any period during which a policy of the Corporation prevents a Participant from trading in the Corporation’s securities.

(b) “**Board**” means the Board of Directors of the Corporation as may be constituted from time to time.

(c) “**Cause**” means (i) if the Participant has a written agreement pursuant to which he or she offers his or her services to the Corporation and the term “cause” is defined in such agreement, “cause” as defined in such agreement; or otherwise (ii) (A) the inability of the Participant to perform his or her duties due to a legal impediment such as an injunction,

restraining order or other type of judicial judgment, decree or order entered against the Participant; (B) the failure of the Participant to follow the Corporation's reasonable instructions with respect to the performance of his or her duties; (C) any material breach by the Participant of his or her obligations under any code of ethics, any other code of business conduct or any lawful policies or procedures of the Corporation; (D) excessive absenteeism, flagrant neglect of duties, serious misconduct, or conviction of crime or fraud; and (E) any other act or omission of the Participant which would in law permit an employer to, without notice or payment in lieu of notice, terminate the employment of an employee.

(d) **"Change of Control"** means the occurrence of any one or more of the following events:

- (i) a consolidation, merger, amalgamation, arrangement or other reorganization or acquisition involving the Corporation as a result of which the holders of Shares prior to the completion of the transaction hold or beneficially own, directly or indirectly, less than 50% of the outstanding Voting Securities of the successor corporation after completion of the transaction;
- (ii) the sale, lease, exchange or other disposition, in a single transaction or a series of related transactions, of all or substantially all of the assets of the Corporation and/or any of its subsidiaries to any other person or entity, other than a disposition to a wholly-owned subsidiary in the course of a reorganization of the assets of the Corporation and its subsidiaries;
- (iii) a resolution is adopted to wind-up, dissolve or liquidate the Corporation;
- (iv) an acquisition by any person, entity or group of persons or entities acting jointly or in concert of beneficial ownership of more than 50% of the Shares; or
- (v) the Board adopts a resolution to the effect that a Change of Control as defined herein has occurred or is imminent.

For the purposes of the foregoing, **"Voting Securities"** means Shares and any other shares entitled to vote for the election of directors and shall include any securities, whether or not issued by the Corporation, which are not shares entitled to vote for the election of directors but are convertible into or exchangeable for shares which are entitled to vote for the election of directors including any options or rights to purchase such shares or securities.

(e) **"Consultant"** has the meaning set out in Policy 4.4 of the Exchange or such replacement definition for so long as the Shares are listed on the Exchange, and if the Shares are not so listed, shall have the meaning, if any, that applies to a listing of the Shares on such other Exchange as the Shares are then listed on.

(f) **"Corporation"** has the meaning ascribed thereto in Section I.

(g) “**Eligible Person**” means a person who, at the time of grant of an Option, is an employee, officer, director or Consultant of the Corporation or a subsidiary of the Corporation.

(h) “**Exchange**” means the TSX Venture Exchange or such other Canadian stock exchange that the Shares are listed and traded on.

(i) “**Exercise Price**” means the price at which a Share may be purchased upon exercise of an Option.

(j) “**Existing Options**” means the options to purchase 708,440 Shares (or 106,372 Shares following the consolidation of the Shares on a 6.66:1 basis immediately prior to closing of the Qualifying Transaction) granted to the directors and officer of the Corporation on December 28, 2012, pursuant to the stock option plan of the Corporation dated October 10, 2012.

(k) “**Fair Market Value**” of a Share, as of any specified date, shall be determined by the Board, acting reasonably, provided that it shall not be less than the last closing price of the Shares on the Exchange less any discount permitted by the rules or policies of the Exchange.

(l) “**Good Reason**” a resignation or retirement following a Change of Control shall be considered to be for good reason if any of the following occur without the consent of the Participant:

(i) A substantial and detrimental alteration of his or her position or title or in the nature or status of his or her responsibilities from those in effect immediately prior to the Change of Control,

(ii) A reduction of 10% or more of his or her base salary or target bonus and cancellation of applicable compensation plans and the failure to replace those plans with substantially comparable plans;

(iii) The failure to continue to provide employment benefits and prerequisites comparable to those enjoyed immediately prior to the Change of Control; or

(iv) The Participant being relocated to an office or location that is 50 kilometres or more from the current location where it is employed.

(m) “**Option**” or “**Stock Option**” means a non-transferable option to purchase Shares granted pursuant to the terms of this Plan.

(n) “**Option Agreement**” means a written agreement signed by a Participant in the form attached as Schedule A, subject to any amendments or additions thereto as may, in the sole discretion of the Board, be necessary or advisable, evidencing the terms and conditions on which Options have been granted under this Plan.

(o) “**Participant**” means an Eligible Person that has been granted an Option under the Plan.

(p) “**Permanent Disability**” means the disability of the Participant which would entitle the Participant to receive disability benefits pursuant to the long-term disability plan of the Corporation (if one exists) then covering the Participant, provided that the Board may, in its sole discretion, determine that, notwithstanding the provisions of any such long-term disability plan, the Participant is permanently disabled for the purposes of this Plan.

(q) “**Plan**” means this Stock Option Plan, as may be amended from time to time.

(r) “**Qualifying Transaction**” means the qualifying transaction pursuant to the rules of Exchange involving Globalive Technology Partners Inc. and CCA Corporate Catalyst Corporation which resulted in the Corporation becoming listed on the Exchange.

(s) “**Shares**” has the meaning ascribed thereto in Section I.

(t) “**Termination Date**” means the date on which a Participant ceases to be an Eligible Person as a result of a termination of employment, officer position, board service or consulting arrangement with the Corporation or a subsidiary for any reason, including death, retirement, resignation or termination with or without Cause. For the purposes of this Plan, a Participant’s employment, officer position, board service or consulting arrangement with the Corporation or a subsidiary shall be considered to have terminated effective on the last day of the Participant’s actual and active employment, officer position or board or consulting service with the Corporation or a subsidiary whether such day is selected by agreement with the individual, unilaterally by the Corporation and whether with or without advance notice to the Participant. For the avoidance of doubt, no period of notice or pay in lieu of notice that is given or that ought to have been given under applicable law in respect of such termination of employment that follows or is in respect of a period after the Participant’s last day of actual and active employment shall be considered as extending the Participant’s period of employment for the purposes of determining his or her entitlement under this Plan.

IV. ADMINISTRATION

(a) The Plan shall be administered by the Board, provided that the Board may delegate all or any part of such administration to any committee it sees fit. Subject to the provisions of the Plan, the Board (or any committee to which it delegates its powers) shall have the authority, in its sole discretion, to:

- (i) determine the Eligible Persons that shall be granted Options, including the time or times of such grants, and in making such determinations, the Board may take into account the nature of the services rendered by such persons, their present and potential contributions to the Corporation’s success and such other factors as the Board in its sole discretion shall deem relevant,
- (ii) determine, subject to section VI below, the terms, restrictions and provisions of each Option, including the Exercise Price, the expiry date of Options, the vesting, including any acceleration of vesting, of Options, relevant provisions upon termination of the Participant’s relationship with

the Corporation, and any other applicable terms to apply to non-Canadian Participants,

- (iii) construe the Plan and the respective Option Agreements, to prescribe such rules and regulations relating to the Plan and the respective Option Agreements as it may deem advisable to carry out the Plan, and
- (iv) make all other determinations necessary or advisable for administering the Plan and any Option Agreement, including making any amendments to the Plan or any Option Agreement in the manner set out in Section XI below.

(b) All determinations and interpretations made by the Board, including, but not limited to the Exercise Price shall be final and binding on all Participants and on their legal and personal representatives and beneficiaries.

(c) No member of the Board will be liable for any action or determination taken or made in good faith with respect to the Plan or Options granted hereunder. Each member of the Board shall be entitled to indemnification by the Corporation with respect to any such determination or action in the manner provided for by the Corporation and its subsidiaries.

V. SHARES SUBJECT TO THE PLAN

(a) Maximum Number of Shares. The maximum number of Shares issuable under this Plan shall be equal to 10% of the then outstanding Shares on a rolling basis. To the extent that an Option lapses or the rights of its Participant terminate, any Shares subject to such Option shall again be available for the grant of an Option.

(b) Option Grants to Individuals. The maximum number of Shares for which Options may be issued to any one Participant in any 12-month period shall not exceed 5% of the outstanding Shares or 2% in the case of a grant of Options to any Consultant or persons (in the aggregate) retained to provide Investor Relations Activities (as defined by the Exchange).

VI. GRANTING AND TERMS OF OPTIONS

Stock Options granted pursuant to this Plan shall be subject to the following terms and conditions.

(a) Granting of Options. The Board may from time to time grant Options to bona fide Eligible Persons as determined in its sole discretion.

(b) Option Agreement. Each Option shall be evidenced by an Option Agreement setting forth, among other things, the grant date, the number of Options granted, the Exercise Price and the expiry date of such Options. In addition, the Board may determine, in its sole discretion, to vary any of the terms or conditions relating to an Option from the terms generally provided for under the Plan, including any performance based criteria, and such terms or conditions shall be set out in the applicable Option Agreement. The terms and conditions for any one Option Agreement need not be identical to the terms of any other Option Agreement.

(c) Exercise Price. The Exercise Price shall be determined by the Board at the time the Option is granted, but shall not be less than the Fair Market Value of the Shares at the time the Option is granted.

(d) Vesting of Options. Unless otherwise specified in an Option Agreement, and subject to any provisions of the Plan or the applicable Option Agreement relating to acceleration of vesting of Options, Options shall vest equally over a four year period such that 1/4 of the Options shall vest on the first, second, third and fourth anniversary dates of the date that the Options were granted.

(e) Expiry Date of Options. The expiry date of each Option shall be determined by the Board, provided that, subject to paragraph (f), in no case shall an Option expire more than 7 years after the grant date.

(f) Black Out Periods. If the date on which an Option is scheduled to expire occurring during, or within 10 Business Days after the last day of a Black Out Period applicable to such Participant, then the expiry date for such Option shall be extended to the last day of such 10 Business Day period.

VII. EXERCISE OF OPTIONS

(a) Exercise of Options. Unless otherwise determined by the Board, Options shall be exercisable once vested. An Option may be exercised by delivery to the Corporation at its registered office of a notice of exercise specifying the number of Shares with respect to which the Option is being exercised, accompanied by payment in full of the Exercise Price of the Shares to be purchased and receipt by the Corporation of such reasonable covenants, agreements, and representations from the Participant as the Board, in its sole discretion, deems necessary or advisable in order to comply with any applicable laws, regulations or requirements. The Exercise Price shall be paid in full in cash or by certified cheque to the Corporation at the time of exercise in the manner prescribed by the Board or as set out in the Option Agreement.

(b) Delivery of Shares. The Corporation shall not be required to delivery any Shares, and a Participant shall not be deemed the holder of any Shares, until the Participant has delivered the Exercise Price and such covenants, agreements or representations, all as required in paragraph (a) above. Certificates representing Shares shall be deemed delivered under the Plan when the Corporation or a stock transfer agent of the Corporation shall have delivered (either by mail or electronic delivery such as email), such certificates (or reasonable copy thereof) to the last known address of the Participant on file with the Corporation. Uncertificated Shares shall be deemed delivered when the Corporation or a stock transfer agent of the Corporation shall have delivered (either by mail or electronic delivery such as email), at the Participant's last known address on file with the Corporation, notice of issuance and recorded the issuance in its records (which may include electronic "book entry" records).

(c) Compliance with Legislation. The Board may postpone or adjust any exercise of any Option or the issue of any Shares pursuant to this Plan as it determines, in its sole discretion, is necessary in order to permit the Corporation to determine that the Shares issuable pursuant to this Plan may be issued in reliance upon applicable securities and other laws. The Corporation

is not obligated by any provision of this Plan or any grant hereunder to sell or issue Shares in violation of any applicable law.

VIII. CHANGE OF CONTROL

(a) Change of Control and Termination of Employment. Subject to paragraph (b), if there is a Change of Control, any Options held by a Participant shall automatically vest following such Change of Control, on the Termination Date, if the Participant is an Employee, officer or a director and their employment, or officer or director position is terminated or they resign for Good Reason within 12 months following the Change of Control, provided that no acceleration of Options shall occur in the case of a Participant that was retained to provide Investor Relations Activities unless the approval of the Exchange is either obtained or not required.

(b) Discretion to Board. Notwithstanding any other provision of this Plan, in the event of an actual or potential Change of Control, the Board may, in its sole discretion, without the necessity or requirement for the agreement of any Participant: (i) accelerate, conditionally or otherwise, on such terms as it sees fit (including, but not limited to those set out in (c) and (d) below), the vesting date of any Options; (ii) permit the conditional exercise of any Options, on such terms as it sees fit; (iii) otherwise amend or modify the terms of any Options, including for greater certainty by (1) permitting Participants to exercise any Options to assist the Participants to participate in the actual or potential Change of Control, or (2) providing that any Options exercised shall be exercisable for, in lieu of Shares, such property (including shares of another entity or cash) that shareholders of the Corporation will receive in the Change of Control; and (iv) terminate, following the successful completion of a Change of Control, on such terms as it sees fit, the Options not exercised prior to the successful completion of such Change of Control.

(c) Non-Occurrence of Change of Control. In the event that any Options are conditionally exercised pursuant to clause (b) above and the Change of Control does not occur, the Board may, in its sole discretion, determine that any (i) Options so exercised shall be reinstated as an Option, and (ii) Shares issued be cancelled and any Exercise Price received by the Corporation shall be returned to the Participant.

(d) Agreement with Purchaser in a Change of Control. In connection with a Change of Control, the Board may be permitted to condition any such acceleration of vesting on the Participant entering into an employment, confidentiality or other agreement with the purchaser as the Board deems appropriate.

IX. TERMINATION OF ELIGIBILITY

(a) Termination for Cause. If a Participant ceases to be an Eligible Person as a result of their termination for Cause, then all Options, whether vested or not, as at the Termination Date shall automatically and immediately expire and be forfeited.

(b) Death. If a Participant ceases to be an Eligible Person as a result of their death then:

(i) all unvested Options as at the Termination Date shall automatically and immediately vest, and

(ii) all vested Options (including those that vested pursuant to (i) above) shall continue to be subject to the Plan and exercisable for a period of 90 days after the Termination Date, provided that any Options that have not been exercised within 90 days after the Termination Date shall automatically and immediately expire and be forfeited on such date.

(c) Disability. If a Participant ceases to be an Eligible Person as a result of their Permanent Disability then all Options remain and continue to vest (and are exercisable) in accordance with the terms of the Plan for a period of 12 months after the Termination Date, provided that any Options that have not been exercised (whether vested or not) within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.

(d) Retirement. If a Participant ceases to be an Eligible Person as a result of their retirement then the Board shall have the discretion, with respect to such Options, to determine: (i) whether to accelerate vesting of any or all of such Options, (ii) whether any of such Options shall be cancelled, with or without payment, and (iii) how long, if at all, such Options may remain outstanding following the Termination Date; provided, however, that in no event shall such Options be exercisable for more than 12 months after the Termination Date.

(e) Termination without Cause or Voluntary Resignation. Subject to section IX(f) below, if a Participant ceases to be an Eligible Person for any reason, other than as set out in sections IX(a)-(d), then, unless otherwise determined by the Board in its sole discretion, as of the Termination Date:

(i) all unvested Options shall automatically and immediately expire and be forfeited, and

(ii) all vested Options shall continue to be subject to the Plan and exercisable for a period of 90 days after the Termination Date, provided that any Options that have not been exercised within 90 days after the Termination Date shall automatically and immediately expire and be forfeited on such date.

(f) Existing Options. Notwithstanding any other provisions herein, in connection with the resignation of the Participants holding Existing Options upon completion of the Qualifying Transaction, the Existing Options shall be exercisable for a period of 12 months after the Termination Date, provided that any Existing Options that have not been exercised within 12 months after the Termination Date shall automatically and immediately expire and be forfeited on such date.

X. ADJUSTMENTS FOR RECAPITALIZATION OR REORGANIZATION

(a) If there is any change in the outstanding Shares by reason of a stock dividend or split, recapitalization, consolidation, combination or exchange of shares, or other fundamental

corporate change that does not constitute a Change of Control, the Board may make, subject to any prior approval required of applicable regulatory authorities, an appropriate substitution or adjustment in (i) the Exercise Price of any unexercised Options under this Plan; (ii) the number or kind of shares or other securities reserved for issuance pursuant to this Plan; and (iii) the number and kind of shares subject to unexercised Options theretofore granted under this Plan; provided, however, that no substitution or adjustment will obligate the Corporation to issue or sell fractional shares. In the event of the reorganization of the Corporation or the amalgamation or consolidation of the Corporation with another corporation, the Board may make such provision for the protection of the rights of Participants as the Board in its sole discretion deems appropriate. The determination of the Board, as to any adjustment or as to there being no need for adjustment, will be final and binding on all parties.

(b) The existence of the Plan and the Options granted hereunder shall not affect in any way the right or power of the Board or the shareholders of the Corporation to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, any amalgamation, merger or consolidation of the Corporation, any issue of debt or equity securities ahead of or affecting Shares or the rights thereof, the dissolution or liquidation of the Corporation or any sale, lease, exchange or other disposition of all or any part of its assets or business or any other corporate act or proceeding. No Participant, beneficiary or other person shall have any claim against the Corporation or the directors thereof, as a result of any such action.

XI. AMENDMENT AND TERMINATION OF THE PLAN

The Board may, at any time, suspend or terminate this Plan. Subject to compliance with any applicable law, including any rules of any applicable Exchange, the Board may also, at any time, amend or revise the terms of this Plan and any Option Agreement. No such amendment of this Plan or Option Agreement may be made if such amendment would materially and adversely impair any rights arising from any Options previously granted to a Participant under this Plan without the consent of the Participant or the representatives of his or her estate, as applicable.

XII. MISCELLANEOUS

(a) Necessary Approvals. Notwithstanding anything else herein, the Corporation shall not be required to issue any Shares on the exercise of Options if doing so would violate any laws applicable to the Corporation. If any Shares cannot be issued to any Participant for any reason including, without limitation, the failure to obtain any required regulatory approval, then the obligation of the Corporation to issue such Shares shall terminate and any Exercise Price paid to the Corporation shall be returned to the Participant.

(b) No Right to an Option. Neither the adoption of the Plan by the Corporation nor any action of the Board shall be deemed to give a Participant any right to be granted an Option to purchase Shares, except as may be evidenced by an Option Agreement, and then only to the extent and on the terms and conditions expressly set forth therein.

(c) No Rights as Shareholder. A Participant shall not have any rights as a shareholder of the Corporation with respect to any of the Shares covered by his or her Option

until such Participant shall have exercised such Option in accordance with the terms of the Plan (including tendering payment in full of the Exercise Price) and the Corporation shall have issued such Shares to the Participant in accordance with the terms of the Plan.

(d) No Employment or Service Rights Conferred. Nothing contained in the Plan shall (i) confer upon any Participant any right with respect to continuation of employment or service with the Corporation; or (ii) interfere in any way with the right of the Corporation to terminate his or her employment or service at any time.

(e) Other Plans. Nothing contained in this Plan shall prevent the Board from adopting or creating other compensation plans or arrangements, which plans or arrangements may or may not be available to Participants under this Plan.

(f) No Fractional Shares. No fractional Shares shall be delivered and no cash in lieu of fractional Shares will be paid by the Corporation to a Participant. If a fractional Share would be owed, the Corporation shall round down to the nearest whole Share.

(g) Withholdings. The Corporation shall have the right to deduct in connection with all Options any taxes or other amounts required by law to be withheld and to require any payments required to enable it to satisfy its withholding obligations.

(h) Restrictions on Transfer. An Option shall not be transferable or assignable, other than upon death to the Participant's heirs and representatives in accordance with the terms hereof. Participants may not assign, transfer, pledge or hypothecate any Options or any rights thereunder in any way (whether by operation of law or otherwise). Options shall not be subject to execution, attachment or similar process.

(i) Governing Law. This Plan shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

SCHEDULE "A"

FORM OF OPTION AGREEMENT

THIS OPTION AGREEMENT is made as of the [●] day of [●], 20[●].

B E T W E N :

GLOBALIVE TECHNOLOGY INC.,
an Ontario corporation

(hereinafter referred to as the "**Corporation**"),

- and -

[NAME OF OPTIONHOLDER],

(hereinafter referred to as the "**Participant**")

WHEREAS the Participant has been designated as eligible to participate in the Stock Option Plan of the Corporation (the "**Plan**");

AND WHEREAS the Corporation desires to grant to the Participant stock options ("**Stock Options**") to purchase common shares (the "**Shares**") of the Corporation in accordance with the terms of the Plan;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree as follows:

1. All capitalized terms used in this Agreement, unless expressly defined in a different manner, have the meanings ascribed thereto in the Plan.
2. The Corporation hereby grants to the Participant Stock Options under the Plan on the following basis:

GRANT DATE	NUMBER OF STOCK OPTIONS	EXERCISE PRICE	EXPIRY DATE

3. The Stock Options granted hereunder are granted subject to the terms and conditions of the Plan, which are hereby incorporated by reference as terms and conditions of this Agreement, and subject to such other terms and conditions as are set out in this Agreement.
4. The Stock Options will vest equally over a four year period such that • Stock Options shall vest on •, •, • and •.
5. By signing this Agreement, the Participant acknowledges, represents, warrants, covenants and agrees that he, she or it:

- a. has read and understands the Plan and agrees to comply with, and be bound by, the terms and conditions thereof and of this Agreement, including, but not limited to the provisions of the Plan dealing with (i) the method of exercising Stock Options, (ii) the Board's discretion (1) upon a Change of Control and (2) to amend the Plan and/or this Option Agreement, and (iii) the treatment of the Participant and its rights with respect to the Stock Options should he, she or it cease to be an Eligible Person;
 - b. was not induced to participate in the Plan by expectations of employment or other relationship with the Corporation or continued employment or other relationship with the Corporation and is entering into this Agreement voluntarily;
 - c. has been encouraged to seek independent legal and tax advice before executing this Agreement, and by executing this Agreement, will be deemed to have either sought and received such advice or determined that such advice was not necessary in the Participant's particular circumstances; and
 - d. understands that the issuance of Shares to the Participant on the exercise of any Stock Option is subject to compliance with all applicable laws, rules and regulations and in connection therewith, the Participant agrees to: (i) comply with all such laws, rules, regulations and requirements; (ii) furnish to the Corporation any information, report and/or undertakings required to comply with all such laws, rules, regulations and requirements; and (iii) cooperate with the Corporation in complying with such laws, rules, regulations and requirements, including any applicable tax withholding and remittance obligations.
6. The terms of this Agreement supersede the relevant terms of any prior agreement, commitment, undertaking or other obligation or understanding with respect to the issue of any shares or any other equity interest, or any options to purchase shares or any other equity interest, in the Corporation to the Participant, and the Participant acknowledges that all such obligations and understandings have been fully satisfied and discharged by the Corporation and the Participant entering into this Agreement.
 7. Time shall be of the essence of this Agreement.
 8. This Agreement shall enure to the benefit of and be binding upon the successors and assigns of the Corporation and the heirs, executors and personal legal representatives of the Participant.
 9. This Agreement shall be governed by, and construed under the laws of, the Province of Ontario and the federal laws of Canada applicable therein.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto.

GLOBALIVE TECHNOLOGY INC.

By _____
Name:
Title:

[NAME OF OPTIONHOLDER]

By _____
Name:
Title:

APPENDIX “B”

AUDIT COMMITTEE CHARTER

AUDIT COMMITTEE CHARTER

1. PURPOSE AND COMPOSITION

The purpose of the Audit Committee (the “Committee”) of Corporate Catalyst Acquisition Inc. (the “Corporation”) is to assist the Board of Directors (the “Board”) in reviewing:

- (i) the Corporation’s financial disclosure;
- (ii) the qualifications and independence of the Corporation’s external auditor; and
- (iii) the performance of the external auditor.

The Committee of the Corporation shall be composed of not less than three directors of the Corporation, a majority of whom shall be independent within the meaning of National Instrument 52-110 (“N.I. 52-110”) subject to any exceptions or exemptions provided in N.I. 52-110 as amended or replaced from time to time.

2. RESPONSIBILITIES AND DUTIES

To fulfill its responsibilities and duties the Committee shall:

(a) Financial Disclosure

- (i) review the Corporation’s:
 - (1) interim and annual financial statements;
 - (2) management’s discussions and analyses;
 - (3) press releases relating to the annual and interim financial statements;
 - (4) annual information forms, if required;
 - (5) prospectuses;
 - (6) other documents containing audited or unaudited financial information, at its discretion;
- (ii) report thereon to the Board before the documents under subsection (i) are approved by the Board (if required) and disclosed to the public; and
- (iii) be satisfied that adequate procedures are in place for the review of the Corporation’s public disclosure of financial information extracted or derived from the Corporation’s financial statements, other than the public disclosure documents referred to in subsection (i), and shall periodically assess the adequacy of those procedures.

(b) External Audit

- (i) recommend to the Board the external auditor to be appointed for purposes of preparing or issuing an auditor’s report or performing other audit, review or attest services;
- (ii) review and approve the audit plan, the terms of the external auditor’s engagement, the appropriateness and reasonableness of proposed audit fees, and any issues relating to the payment of audit fees, and make a recommendation to the Board with respect to the compensation of the external auditor;
- (iii) review the independence of the external auditor;
- (iv) meet with the external auditor and with management to discuss the audit plan, audit findings, any restrictions on the scope of the external auditor’s work, and any problems that the external auditor experiences in performing the audit;
- (v) review with the external auditor and management any changes in Generally Accepted Accounting Principles (“GAAP”) that may be material to the Corporation’s financial reporting;
- (vi) review pro forma or adjusted information not in accordance with GAAP;
- (vii) have the authority to communicate directly with the external auditor;
- (viii) require the external auditor to report directly to the Committee;
- (ix) directly oversee the work of the external auditor that is related to the preparation or issue of an auditor’s report or other audit, review or attest services for the Corporation, including the resolution of disagreements between management and the external auditor regarding financial reporting;
- (x) meet with the external auditor to discuss the annual financial statements (including the report of the external auditor thereon) and, if a review engagement is required or desired with respect to interim reports, the interim financial statements (including the review engagement report of the external auditor thereon);
- (xi) review any management letter containing the recommendations of the external auditor, and the response and follow up by management in relation to any such recommendations;

- (xii) review any evaluation of the Corporation's internal control over financial reporting conducted by the external auditor, together with management's response;
- (xiii) pre-approve (or delegate such pre-approval to one or more of its independent members) in accordance with the Corporation's pre-approval policy, all engagements for non-audit services to be provided to the Corporation or its subsidiary entities by the external auditor, together with all non-audit services fees, and consider the impact of such engagements and fees on the independence of the external auditor;
- (xiv) review and approve the Corporation's hiring policy regarding partners, employees and former partners and employees of the present and former external auditor of the Corporation; and
- (xv) in the event of a change of auditor, review and approve the Corporation's disclosure relating thereto.

(c) Financial Complaints Handling Procedures

- (i) establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal accounting controls, or auditing matters; and
- (ii) establish procedures for the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters.

3. OPERATION OF THE COMMITTEE

In connection with the discharge of its duties and responsibilities, the Committee shall observe the following procedures:

- (i) **Reporting.** The Committee shall report to the Board.
- (ii) **Meetings.** The Committee shall meet at least four times every year, and more often if necessary, to discharge its duties and responsibilities hereunder.
- (iii) **Advisors.** The Committee shall have the authority to engage independent counsel and other advisors as it determines necessary to carry out its duties and to set and pay, at the Corporation's expense, the compensation of such advisors.
- (iv) **Chairman.** The Committee will recommend a director as Chairman of the Committee to the Board for approval.

If the Chairman of the Committee is not present at any meeting of the Committee, one of the other members of the Committee present at the meeting shall be chosen by the Committee to preside.

- (v) **Quorum.** A majority of committee members, present in person, by video-conference, by telephone or by a combination thereof, shall constitute a quorum.
- (vi) **Secretary.** The Committee shall appoint a Secretary who need not be a member of the Committee or a director of the Corporation. The Secretary shall keep minutes of the meetings of the Committee.
- (vii) **Calling of Meetings.** A meeting of the Committee may be called by the Chairman of the Committee, by the external auditor of the Corporation, or by any member of the Committee.
- (viii) **Notice of meeting.** Notice of the time and place of every meeting may be given orally, in writing, by facsimile or by e-mail to each member of the Committee at least 48 hours prior to the time fixed for such meeting.

A member may in any manner waive notice of the meeting. Attendance of a member at the meeting shall constitute waiver of notice of the meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting was not lawfully called.

- (ix) **Auditor's Attendance at Meetings.** If so requested by the Committee, the external auditor shall attend meetings of the Committee.
- (x) **Access To Information.** The Committee shall have access to any information, documents and records that are necessary in the performance of its duties and the discharge of its responsibilities under this Charter.
- (xi) **Review Of Charter.** The Committee shall periodically review this Charter and recommend any changes to the Board as it may deem appropriate.
- (xii) **Reporting.** The Chairman of the Committee shall report to the Board, at such times and in such manner, as the Board may from time to time require and shall promptly inform the Chairman of the Corporation of any significant issues raised during the performance of the functions as set out herein, by the external auditor or any Committee member, and shall provide the Chairman copies of any written reports or letters provided by the external auditor to the Committee.