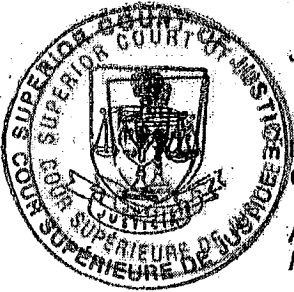


ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)



THE HONOURABLE) THURSDAY, THE 29th
JUSTICE DIETRICH) DAY OF JANUARY, 2021

IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, C. B.16, AS AMENDED

AND IN THE MATTER OF RULES 14.05(2) and 14.05(3) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GLOBALIVE TECHNOLOGY INC., ITS SHAREHOLDERS, OPTIONHOLDERS, RESTRICTED SHARE UNITHOLDERS, YOOMA CORP. and ITS SHAREHOLDERS

ORDER

THIS APPLICATION made by the Applicants Globalive Technology Inc. ("GTI") and Yooma Corp. ("Yooma", together with GTI, the "Applicants") pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended, (the "OBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application issued on December 15, 2020, the affidavit of Simon Lockie sworn December 16, 2020, the Affidavit of Jordan Greenberg, sworn December 16, 2020, the affidavit of Jake Hogan, sworn December 18, 2020, the supplemental affidavit of Simon Lockie sworn January 28, 2021, the supplemental affidavit of Jordan Greenberg, sworn January 27, 2021, together with the exhibits thereto, and the Interim Order of Justice Dietrich dated December 18, 2020;

ON BEING ADVISED that the Applicants intend to rely upon the final order in this Application as a basis of a claim to an exemption from the registration requirements of

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the United States Securities Act of 1933, as amended, pursuant to section 3(a)(10) thereof; with respect to the securities to be issued pursuant to the terms of the Plan of Arrangement; and

ON HEARING the submissions of counsel for GTI and counsel for Yooma, no-one appearing for any other person, including any shareholder of GTI or Yooma, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order is an arrangement for the purposes of section 182 of the OBCA and is fair and reasonable in accordance with the requirements of that section;

1. **THIS COURT ORDERS** that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.

2. **THIS COURT ORDERS** that the Applicant shall be entitled to seek leave to vary this order upon such terms upon giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.

Dimitri J.

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SCHEDULE A

PLAN OF ARRANGEMENT
UNDER SECTION 182 OF THE
BUSINESS CORPORATIONS ACT

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PLAN OF ARRANGEMENT UNDER SECTION 182
OF THE BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
INTERPRETATION

1.1 Definitions.

As used in this Plan of Arrangement, the following terms have the meanings given to such terms below:

"Amalco" has the meaning specified in Section 2.3(g) of this Plan of Arrangement.

"Amalco Shares" has the meaning specified in Section 2.3(g)(ii) of this Plan of Arrangement.

"Amalgamation" has the meaning specified in Section 2.3(g) of this Plan of Arrangement.

"Arrangement" means the arrangement under Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the Arrangement Agreement or Article 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Transaction Parties, each acting reasonably.

"Arrangement Agreement" means the Arrangement Agreement between GTI and Yooma dated as of December 16, 2020.

"Arrangement Resolutions" means, collectively, the GTI Resolutions and the Yooma Resolutions.

"Articles of Arrangement" means the articles of arrangement in respect of the Arrangement required by the OBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to GTI and Yooma, each acting reasonably.

"Assigned Contracts" means those contracts set out in schedule A of the Transfer Agreement.

"Assumed Liabilities" has the meaning set out in the Transfer Agreement.

"Authorization" means, with respect to any Person, any authorization, Order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity having jurisdiction over the Person.

"Certificate of Arrangement" means the certificate of arrangement to be issued by the Director pursuant to Section 183(2) of the OBCA in respect of the Articles of Arrangement.

"Code" means the United States Internal Revenue Code of 1986, and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"Court" means the Ontario Superior Court of Justice (Commercial List) or other court, as applicable.

"CSE" means the Canadian Securities Exchange.

"Depositary" means Odyssey Trust Company, in its capacity as the depositary in connection with the Arrangement.

"Director" means the Director appointed pursuant to Section 278 of the OBCA.

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"Dissent Rights" has the meaning specified in Section 3.1 of this Plan of Arrangement.

"Dissenting Holder" means a registered holder of GTI Shares or Yooma Shares that validly exercises their Dissent Rights.

"DRS Advice Statement" means a written statement evidencing that the Resulting Issuer Shares are issued and recorded electronically in the Direct Registration System maintained by the Transfer Agent.

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"Effective Time" means 12:01 a.m. on the Effective Date, or such other time as the Transaction Parties agree to in writing before the Effective Date.

"Final Order" means the final order of the Court in a form acceptable to each of the Transaction Parties, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Transaction Parties, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided, that any such amendment is acceptable to each of the Transaction Parties, each acting reasonably) on appeal.

"Governmental Entity" means: (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, minister, ministry, bureau, agency or instrumentality, domestic or foreign; (b) any stock exchange; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing.

"GTI" means Globalive Technology Inc.

"GTI Equity Incentive Plan" means the 2018 Omnibus Equity Incentive Compensation Plan of Globalive Technology Inc.

"GTI Meeting" means the special meeting of GTI Shareholders to be held to consider the GTI Resolutions and related matters, and any adjournments thereof.

"GTI Options" means options to purchase GTI Shares granted under the GTI Equity Incentive Plan.

"GTI Resolutions" means the special resolutions to be approved by the GTI Shareholders at the GTI Meeting, substantially in the form of Schedule B-1 of the Arrangement Agreement.

"GTI RSUs" means restricted share units issued under the GTI Equity Incentive Plan.

"GTI Shareholders" means, collectively, the holders from time to time of GTI Shares.

"GTI Shares" means: (i) prior to the occurrence of the matters set out in Section 2.3(e) of this Plan of Arrangement, the common shares in the capital of GTI; and (ii) upon the completion of the matters set out in Section 2.3(e) of this Plan of Arrangement, the class A shares and the class B shares of GTI, as applicable.

"Interim Order" means the interim order of the Court in a form acceptable to GTI and Yooma, each acting reasonably, providing for, among other things, the calling and holding of the GTI Meeting, as such order may be amended by the Court with the consent of each of GTI and Yooma, each acting reasonably.

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"Laws" means, with respect to any Person, any applicable laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other legally binding requirements, whether domestic or foreign, and the terms and conditions of any Authorization of or from any Governmental Entity.

"Letter of Transmittal" means the letter of transmittal sent to Shareholders for use in connection with the Arrangement.

"Liens" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third-party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

"OBCA" means the *Business Corporations Act* (Ontario), and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"Order" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Entity (in each case, whether temporary, preliminary or permanent).

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, governmental entity, syndicate or other entity, whether or not having legal status.

"Portfolio Assets" means the shares and other securities listed on schedule "A" of the Transfer Agreement, the rights and obligations under the Assigned Contracts and any cash, securities, contractual rights or other proceeds received by GTI on the realization of any of the foregoing prior to the Effective Date, but excluding any cash required by GTI to satisfy its obligations under the Arrangement Agreement.

"Reorganization" has the meaning specified in Section 2.4 of this Plan of Arrangement.

"Resulting Issuer" means Amalco after the consummation of the transactions contemplated by this Plan of Arrangement.

"Shareholders" means, collectively, the GTI Shareholders and the Yooma Shareholders.

"Shareholders Meetings" means, collectively, the GTI Meeting and Yooma Meeting.

"Shares" means, collectively, the GTI Shares and the Yooma Shares.

"Spinco" means the corporation to be incorporated under the OBCA prior to the Effective Date for the purpose of effecting the Spinout Transaction.

"Spinco Common Shares" means the non-voting common shares of Spinco.

"Spinout Transaction" means the transactions in connection with the transfer of the Portfolio Assets to Spinco and the distribution to the GTI Shareholders of the Spinco Common Shares, all pursuant to the Transfer Agreement.

"Tax Act" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"Transaction Parties" means, collectively, GTI and Yooma and, where the context permits, the Resulting Issuer.

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"Transfer Agent" means Odyssey Trust Company, in its capacity as transfer agent for Yooma Corp., GTI and the Resulting Issuer.

"Transfer Agreement" means the transfer agreement providing for, among other things, the transfer of the Portfolio Assets to Spinco in exchange for the issuance by Spinco of the Spinco Common Shares substantially in the form attached to this Plan of Arrangement as Exhibit "A".

"TSXV" means the TSX Venture Exchange.

"Yooma" means Yooma Corp.

"Yooma Exchange Ratio" means 1.1168 Amalco Shares for each Yooma Share.

"Yooma Meeting" means the special meeting of Yooma Shareholders to be held to consider the Yooma Resolutions and related matters, and any adjournments thereof.

"Yooma Resolutions" means the special resolutions to be approved by the Yooma Shareholders at the Yooma Meeting, substantially in the form of Schedule B-3 of the Arrangement Agreement.

"Yooma Shareholders" means, collectively, the holders from time to time of Yooma Shares.

"Yooma Shares" means the common shares in the capital of Yooma.

1.2 References and Usage.

Unless expressly stated otherwise or the context otherwise requires, in this Plan of Arrangement:

- (a) reference to a gender includes all genders;
- (b) the singular includes the plural and vice versa;
- (c) "or" is used in the inclusive sense of "and/or";
- (d) "any" means "any and all";
- (e) the words "including", "includes" and "include" mean "including (or includes or include) without limitation";
- (f) the phrase "the aggregate of", "the total of", "the sum of" or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of";
- (g) \$ or dollars refers to Canadian currency and US\$ or United States dollars refers to currency of the United States;
- (h) accounting terms not specifically defined in this Plan of Arrangement are to be interpreted in accordance with IFRS;
- (i) a statute includes all rules and regulations made under it, if and as amended, re-enacted or replaced from time to time;
- (j) a Person includes its heirs, administrators, executors, legal representatives, predecessors, successors and permitted assigns, as applicable;
- (k) the term "notice" refers to written notices except as otherwise specified;


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- (l) the terms "Arrangement Agreement" and "Plan of Arrangement", and any reference in this Plan of Arrangement to the Arrangement Agreement or this Plan or Arrangement, or to any other agreement or document, includes, and is a reference to, the Arrangement Agreement or this Plan of Arrangement, or to such other agreement or document, as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated, and all schedules, exhibits and appendices thereto, as applicable, except as otherwise provided in this Plan of Arrangement;
- (m) whenever payments are to be made, or an action is to be taken, on a day which is not a Business Day, such payment will be required to be made, or such action will be required to be taken, on or not later than the next succeeding Business Day; and
- (n) in the computation of periods of time, unless otherwise stated, the word "from" means "from and excluding" and the word "to" and "until" each mean "to and including".

1.3 Headings, etc.

The use of headings (e.g., Article, Section, etc.) in this Plan of Arrangement is reference only and is not to affect the interpretation of this Plan of Arrangement.

1.4 Time References.

References to time are to local time in the City of Toronto, Ontario.

**ARTICLE 2
THE ARRANGEMENT**

2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

2.2 Binding Effect.

This Plan of Arrangement will become effective on, and be binding on and after, the Effective Time on each of the Transaction Parties, all holders and beneficial owners of GTI Shares (including, for the avoidance of doubt, GTI Shareholders that exercise their Dissent Rights), GTI Options, GTI RSUs and Yooma Shares (including, for the avoidance of doubt, Yooma Shareholders that exercise their Dissent Rights), and Odyssey Trust Company, in its capacity as Transfer Agent and Depositary, in each case, without any further act or formality required on the part of any Person.

2.3 Arrangement.

At the Effective Time, the following shall occur, and shall be deemed to occur as set out below, without any further authorization, act or formality, in each case, effective as at ten second intervals starting at the Effective Time, except as expressly provided herein:

Dissent Rights

- (a) each of the GTI Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to GTI (free and clear of all Liens), and acquired and cancelled by GTI, in accordance with, and for the consideration contemplated in, Article 3, and;

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- (i) such Dissenting Holders shall cease to be the holders of such GTI Shares and to have any rights as holders of such GTI Shares other than the right to be paid fair value for such GTI Shares as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such GTI Shares from the registers of GTI Shares maintained by or on behalf of GTI; and
 - (iii) GTI shall be deemed to be the transferee of such GTI Shares free and clear of all Liens, and GTI shall be entered in the registers of GTI Shares maintained by or on behalf of GTI, as the holder of such GTI Shares;
- (b) each of the Yooma Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to Yooma (free and clear of all Liens), and acquired and cancelled by Yooma, in accordance with, and for the consideration contemplated in, Article 3, and:
- (i) such Dissenting Holders shall cease to be the holders of such Yooma Shares and to have any rights as holders of such Yooma Shares other than the right to be paid fair value for such Yooma Shares as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such Yooma Shares from the registers of Yooma Shares maintained by or on behalf of Yooma; and
 - (iii) Yooma shall be deemed to be the transferee of such Yooma Shares free and clear of all Liens, and Yooma shall be entered in the registers of Yooma Shares maintained by or on behalf of Yooma, as the holder of such Yooma Shares;

GTI TSXV De-Listing

- (c) the GTI Shares shall be de-listed from the TSXV pursuant to the de-listing application (in the form agreed by Yooma and GTI, each acting reasonably) filed by GTI with the TSXV prior to the date hereof and the approval of the TSXV thereof.


Spin-Out and Reorganization Transactions

- (d) the Transfer Agreement will become effective, and in connection therewith, GTI will transfer the Portfolio Assets to Spinco, and Spinco will assume the Assumed Liabilities in accordance with the terms of the Transfer Agreement in each case, as part of the consideration for the issuance to GTI of the number of Spinco Common Shares as is equal to the number of GTI Shares issued and outstanding immediately prior to the Effective Time (less the number of GTI Shares transferred to GTI pursuant to Section 2.3(a) above), and GTI shall be added to the register of Spinco Common Shares maintained by or on behalf of Spinco, and in connection therewith, in accordance with the OBCA, Spinco shall add to the stated capital account maintained by Spinco for the Spinco Common Shares an amount that shall equal the fair market value of the Spinco Common Shares issued to GTI;
- (e) the authorized capital and the articles of GTI shall be amended to re-designate the common shares of GTI as class A common shares and to increase the authorized capital by creating an unlimited number of class B common shares without par value. After giving effect to the foregoing, the authorized capital of GTI shall be an unlimited number of Class A common shares (the "Class A Common Shares") and an unlimited number class B common shares (the "New GTI Shares", and together with the Class A Common Shares, the "Common Shares"), having the following rights, privileges, restrictions and conditions: *

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- (i) **Voting.** The holders of the Class A Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of GTI and shall confer the right to 1 vote for each share held at all meetings of shareholders of GTI, except for meetings at which only holders of another class or series of shares of GTI are entitled to vote separately as a class or series as provided in the OBCA. The holders of the New GTI Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of GTI and shall confer the right to 2 votes for each share held at all meetings of shareholders of GTI, except for meetings at which only holders of another class or series of shares of GTI are entitled to vote separately as a class or series as provided in the OBCA. Except as otherwise required by law, the holders of the Class A Common Shares and the holders of the New GTI Shares will vote together as if they were a single class;
- (ii) **Dividends.** The holders of the Common Shares shall be entitled to receive and GTI shall pay thereon, as and when declared by the board of directors of GTI such non-cumulative dividends on either class of the Common Shares as a class individually or on both of such classes, as the directors may from time to time declare, in their absolute discretion;
- (iii) **Liquidation, Dissolution and Winding-up.** In the event of the liquidation, dissolution or winding up of GTI, whether voluntary or involuntary, or any other distribution of assets of GTI among its shareholders for the purpose of winding up its affairs, the holders of the Common Shares shall be entitled to receive the remaining property and assets of GTI and shall participate ratably share for share in any distribution thereof without preference or distinction as to the class of Common Share held;

(f) GTI shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act as follows, and in the following order:

- (i) each issued and outstanding Class A Common Share (other than any Class A Common Shares held by Dissenting Holders) shall be deemed to be exchanged for: (A) one New GTI Share, and (B) one Spinout Common Share, and the names of the GTI Shareholders shall be added to (and GTI removed from) the register of Spinco Common Shares maintained by or on behalf of Spinco, in respect of the number of Spinco Common Shares held by them;
- (ii) each GTI Option and GTI RSU shall be deemed to have been amended such that each GTI Option or GTI RSU, as applicable, will be exercisable to acquire New GTI Shares in place of GTI Shares, but will otherwise remain unchanged;
- (iii) the stated capital of the New GTI Shares shall be equal to the excess, if any, of (A) the paid-up capital of the GTI Shares immediately prior to the Effective Time, (other than those GTI Shares held by GTI Shareholders that are Dissenting Holders) less (B) the fair market value of the Spinco Common Shares;

Amalgamation of Yooma and GTI

(g) **Amalgamation** – Yooma and GTI shall be amalgamated under the OBCA and continue as one corporation ("Amalco") on the terms prescribed in this Plan of Arrangement (the "Amalgamation") as follows:

- (i) the name of Amalco shall be "Yooma Wellness Inc.";

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- (ii) Amalco shall be authorized to issue an unlimited number of common shares without par value ("Amalco Shares");
 - (iii) the registered office of Amalco will be the register office of Yooma;
 - (iv) there shall be no restrictions on the business Amalco may carry on or on the powers Amalco may exercise;
 - (v) the directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of one and a maximum number of ten;
 - (vi) the directors of Amalco following the Amalgamation shall be the following individuals: Lorne Abony, Anthony Lacavera, Anthony Costanzo, Michael Young and Jordan Greenberg;
 - (vii) the officers of Amalco following the Amalgamation shall be the following individuals: Jordan Greenberg (President, Chief Financial Officer and Corporate Secretary) and Ron Wardle (Chief Executive Officer);
 - (viii) the auditor of Amalco following the Amalgamation shall be RSM Canada LLP, who shall continue in office until the close of business of the first annual meeting of the holders of Amalco Shares, and the board of directors of Amalco shall be authorized to fix the remuneration of such auditors;
 - (ix) the provisions of subsections 179(a), (a.1), (b), (c), (d) and (e) of the OBCA will apply to the Amalgamation with the result that:
 1. Yooma and GTI are amalgamated and continue as one corporation under the terms and conditions prescribed in this Plan of Arrangement;
 2. Yooma and GTI cease to exist as entities separate from Amalco;
 3. Amalco possesses all the property, rights, privileges and franchises, and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts, of each of Yooma and GTI;
 4. a conviction against, or ruling, order or judgment in favour or against, Yooma or GTI may be enforced by or against Amalco;
 5. the Articles of Arrangement are deemed to be the articles of incorporation of Amalco and, except for the purposes of subsection 117(1) of the OBCA, the Certificate of Arrangement is deemed to be the certificate of incorporation of Amalco; and
 6. Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against Yooma or GTI before the Amalgamation has become effective; and
 - (x) the by-laws of Amalco shall be the same as those of Yooma, *mutatis mutandis*.
- (h) *Exchange and Cancellation of Securities* – Pursuant to the Amalgamation:
- (i) each GTI Share shall be converted into one Amalco Share;

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- (ii) each Yooma Share shall be converted into such number of Amalco Shares equal to the product of (i) the number of Yooma Shares held by such Yooma Shareholder; and (ii) the Yooma Exchange Ratio;
- (iii) the stated capital of the Amalco Shares shall be equal to the total of the aggregate paid-up capital (as such term is defined in the Tax Act) of the Yooma Shares and the GTI Shares immediately prior to the Amalgamation (excluding, for greater certainty, (A) any Yooma Shares owned by GTI, or GTI Shares owned by Yooma, in each case immediately prior to the Amalgamation, and (B) any GTI Shares or Yooma Shares held by Dissenting Holders and dealt with under Sections 2.3(a) or 2.3(b));
- (iv) each GTI Option and GTI RSU shall become exercisable for Amalco Shares on and subject to the terms and conditions thereof; and
- (v) the Amalco Option Plan shall be adopted.

Amalco CSE Listing

- (i) The Amalco Shares shall be listed and posted for trading on the CSE pursuant to the listing application (in the form agreed by Yooma and GTI, each acting reasonably) filed by Yooma with the CSE prior to the date hereof and the approval of the CSE thereof.

2.4 Tax Treatment.

The Transaction Parties intend for the transaction set forth in Section 2.3(h) of this Plan of Arrangement (collectively, the "Reorganization"), to qualify as a reorganization within the meaning of Section 368(a) of the Code, and will report it as such for United States federal, state and local income tax purposes. None of the Transaction Parties will knowingly take any action or fail to take any action, which action or failure to act would cause the Reorganization to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code. This Plan of Arrangement is intended to constitute a plan of reorganization with respect to the Reorganization for U.S. federal income tax purposes.

**ARTICLE 3
RIGHTS OF DISSENT**


3.1 Rights of Dissent.

Each registered holder of GTI Shares and Yooma Shares may exercise dissent rights with respect to any GTI Shares and Yooma Shares, as applicable, held by such holder ("Dissent Rights") in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 3.1 of this Plan of Arrangement; provided, that, notwithstanding subsection 185(6) of the OBCA, the written objection to the GTI Resolutions or Yooma Resolutions, as applicable, must be received by the relevant holder not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the applicable Shareholder Meeting (as such Shareholder Meeting may be adjourned or postponed from time to time). Each Dissenting Holder that duly exercises such Dissenting Holder's Dissent Rights shall be deemed to have transferred the Shares held by such Dissenting Holder and in respect of which Dissent Rights have been validly exercised to the Resulting Issuer for cancellation, as applicable, free and clear of all Liens (other than the right to be paid fair value for such Shares, as set out in this Section 3.1 of this Plan of Arrangement), and if they:

- (a) ultimately are entitled to be paid fair value for such Shares: (i) shall be deemed not to have participated in the transactions in Article 2 of this Plan of Arrangement; (ii) will be entitled to be paid the fair value of such Shares by the Resulting Issuer, which fair value, notwithstanding anything to the contrary contained in Part XIV of the OBCA shall be determined as of the close of business on the Business Day before the Arrangement Resolutions were adopted; and (iii) will

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not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Dissenting Holder not exercised its Dissent Rights in respect of such Shares; or

- (b) ultimately are not entitled, for any reason, to be paid fair value for such Shares, shall be deemed to have participated in the Arrangement on the same basis as a Shareholder that is not a Dissenting Holder, and shall be entitled to receive only the securities contemplated by Section 2.3 of this Plan of Arrangement, as applicable, that such Dissenting Holder would have received pursuant to the Arrangement if such Dissenting Holder had not exercised its Dissent Rights.

3.2 Recognition of Dissenting Holders.

- (a) In no circumstances shall the Transaction Parties or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Shares in respect of which such rights are sought to be exercised.
- (b) For greater certainty, in no case shall the Transaction Parties or any other Person be required to recognize Dissenting Holders as holders of Shares, as applicable, in respect of which Dissent Rights have been validly exercised after the completion of the transactions contemplated by Section 2.3. In addition to any other restrictions under Section 185 of the OBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of GTI Options or GTI RSUs; and (ii) Shareholders that vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolutions (but only in respect of such Shares).

ARTICLE 4 CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration.

- (a) Immediately upon the consummation of the transactions contemplated by Section 2.3 of this Plan of Arrangement, each Yooma Shareholder immediately prior to the Effective Time (other than Yooma Shareholders which have validly exercised and not withdrawn their Dissent Rights) shall be entitled, without any further action on the part of such Yooma Shareholder, to such number of Amalco Shares as is equal to the number of Yooma Shares held by such Yooma Shareholder immediately prior to the Effective Time multiplied by the Yooma Exchange Ratio. All certificate(s) representing the Yooma Shares held by such Yooma Shareholder shall be cancelled without any further action on the part of such Yooma Shareholder and such Yooma Shareholder shall be automatically entered into the share register of the Resulting Issuer by the Transfer Agent for such number of Amalco Shares as such Yooma Shareholder has become entitled in accordance with the foregoing. In lieu of physical certificates, all Yooma Shareholders entered onto the share register of the Resulting Issuer will receive a DRS Advice Statement in respect of the Amalco Shares registered in their name.
- (b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding GTI Shares (other than GTI Shares in respect of which Dissent Rights have been validly exercised and not withdrawn) and which were cancelled or transferred pursuant to Section 2.3 of this Plan of Arrangement, as applicable, together with a duly completed and executed Letter of Transmittal (and such additional documents and instruments as the Resulting Issuer and/or the Depositary may reasonably require), the GTI Shareholder represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such GTI Shareholder, a certificate representing the number of Amalco Shares which such GTI Shareholder is entitled to receive under the Arrangement, which Amalco Shares will be registered in such GTI Shareholder's name and either (i) delivered to the address as such GTI Shareholder directed in its Letter of Transmittal or (ii) made

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available for pick-up at the offices of the Depository; in either case, in accordance with the instructions of the GTI Shareholder set out in the Letter of Transmittal, and any certificate representing GTI Shares so surrendered shall forthwith thereafter be cancelled.

- (c) Until surrendered as contemplated by this Section 4.1 of this Plan of Arrangement, each certificate that immediately prior to the Effective Time represented GTI Shares (other than GTI Shares in respect of which Dissent Rights have been validly exercised and not withdrawn), shall be deemed after the Effective Time to represent only the right to receive upon such surrender the consideration in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3, if applicable. Any such certificate formerly representing GTI Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any GTI Shareholder of any kind or nature against the Resulting Issuer.

4.2 Lost Certificates.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Shares that were transferred pursuant to Section 2.3 of this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depository will issue in exchange for such lost, stolen or destroyed certificate, the consideration that such Shareholder has the right to receive in accordance with Section 2.3 of this Plan of Arrangement and, as applicable, such Shareholder's Letter of Transmittal. When authorizing such exchange for any lost, stolen or destroyed certificate, the Person to whom such consideration is to be delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to the Resulting Issuer and the Depository (each acting reasonably) in such sum as the Resulting Issuer (acting reasonably) may direct, or otherwise indemnify each of the Transaction Parties in a manner satisfactory to the Resulting Issuer (acting reasonably) against any claim that may be made against any Party with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights.

The Transaction Parties and/or the Transfer Agent or Depository, as applicable, shall be entitled to deduct and withhold from any amount payable to any Person under this Plan of Arrangement (including any amounts payable pursuant to Section 3.1); such amounts as such they determine, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the Code or any provision of any other Laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made; provided, that such amounts are actually remitted to the appropriate Governmental Entity.

4.4 No Liens.

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third Persons of any kind.

ARTICLE 5 AMENDMENTS

5.1 Amendments to Plan of Arrangement.

- (a) The Transaction Parties, each acting reasonably, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided, that each such amendment, modification and/or supplement must: (i) be set out in writing; (ii) be approved by each of the Transaction Parties, subject to the Arrangement Agreement, each acting


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SECRETARY

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EXHIBIT "A"
TRANSFER AGREEMENT

See attached.

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TRANSFER AGREEMENT
(LEGACY ASSET SPIN-OUT)

This transfer agreement (the "Agreement") is between Globaliva Technology Inc. (the "Transferor") and GT Holdings Corp. (the "Transferee"); and together with the Transferor, the "Parties") and is dated February [5], 2021.

The Transferor and Yooma Corp. ("Yooma") are party to an arrangement agreement dated December 16, 2020 (the "Arrangement Agreement") pursuant to which Yooma will complete a reverse takeover of the Transferor. The reverse takeover transaction and the terms of the Arrangement Agreement are being implemented through a plan of arrangement under s.182 of the *Business Corporations Act* (Ontario) (the "Plan of Arrangement").

As a condition to the completion of the reverse takeover transaction under the Arrangement Agreement, and as a step in the Plan of Arrangement, the Transferor wishes to transfer and assign to the Transferee, and the Transferee wishes to receive and assume from the Transferor, certain property of the Transferor in consideration of the assumption of certain liabilities of the Transferor and the issuance of non-voting common shares in the capital of the Transferee to the Transferor.

The Parties therefore agree as follows:

ARTICLE 1
INTERPRETATION

1.1. **Defined Terms** – The following terms shall have the following meanings, respectively:

- (a) "Assumed Liabilities" means any obligations or liabilities of the Transferor to any of the Investee Companies of any kind whatsoever, that are now due or that may in the future arise out of any fact or circumstance that exists as at the Effective Time, including for greater certainty any obligations or liabilities listed on Schedule C to this Agreement;
- (b) "Closing Date" means the date of this Agreement, or such other date as the Parties may agree in writing;
- (c) "Effective Time" means the beginning of the day on the Closing Date;
- (d) "Investee Companies" means any entity in which the Transferor held debt or equity securities during the period from June 8, 2018 through to the Closing Date, including the entities listed on Schedule A to this Agreement;
- (e) "ITA" means the *Income Tax Act* (Canada);
- (f) "Person" means an individual, corporation, partnership, association, trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality; and
- (g) "Transferred Assets" means all right, title and interest of the Transferor in and to any assets, property or undertaking of any nature or kind whatsoever in or relating to any of the Investee Companies, whether real or personal, tangible or intangible, fixed or contingent (including for greater certainty the property, assets and undertaking listed on Schedule B to this Agreement)

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and including any cash, securities, contractual rights or other proceeds received by the Transferor upon the realization of any of the foregoing assets, property and undertaking prior to the Closing Date, but excluding any cash required by the Transferor to satisfy its obligations under the Arrangement Agreement.

1.2. **Currency** – All dollar amounts referred to in this agreement are in Canadian dollars unless otherwise expressly indicated.

**ARTICLE 2
TRANSFER OF THE ASSETS**

2.1 **Transfer of the Purchased Assets** – Subject to the terms and conditions set out in this Agreement, the Transferor hereby sells, conveys, assigns, transfers and delivers to the Transferee, and the Transferee hereby purchases and receives from the Transferor, free and clear of any encumbrances, all right, title, benefit and interest, legal or equitable, in the Transferred Assets for an aggregate purchase price equal to their fair market value, which the parties hereto estimate in good faith to be \$[●] (the "Transfer Price"),

2.2 **Payment of the Transfer Price** – The Transferee shall pay and satisfy the Transfer Price by (a) issuing to the Transferor 7,536,663 non-voting common shares of the Transferee (the "Share Consideration"); as fully paid non-assessable shares of the Transferee, for an aggregate fair market value of \$[●] (the "Share Value"); and (b) assuming the Assumed Liabilities of the Transferor.

2.3 **Assignment and Assumption of Liabilities** – For greater certainty, subject to the terms and conditions of this Agreement and as partial consideration for the Transferred Assets conveyed by this Agreement, the Transferor hereby assigns to the Transferee, and the Transferee hereby assumes from the Transferor, the Assumed Liabilities for an aggregate fair market value of \$[●] (the "Liability Value");

2.4 **Transfer Price Allocation** – The Parties shall allocate the Transfer Price and the Liability Value in a manner to be agreed between the Parties, each acting reasonably, and shall report the transfer of the Transferred Assets and Assumed Liabilities for all tax purposes in a manner consistent with that allocation.

2.5 **Restricted Assets** – To the extent that any of the Transferred Assets are not capable of being sold or assigned without the prior approval of one or more third parties ("Restricted Assets"), nothing in this Agreement will be construed as a sale or assignment of those Restricted Assets without first obtaining the necessary approvals. The Parties will make commercially reasonable efforts to obtain any necessary approvals and will sell or assign the Restricted Assets only when they have been obtained. If a Restricted Asset is not assignable or consents cannot or have not been obtained, the Transferor will, to the extent permitted by applicable law, hold that Restricted Asset in trust for the Transferee; the Transferee will perform the covenants and obligations under and in respect of the Restricted Assets in the name of the Transferor; and the Transferor will hold all benefits relating to the Restricted Assets for the account of the Transferee.

2.6 **Conditions to Closing** – The transfer of the Transferred Assets and the assumption of the Assumed Liabilities under this Agreement are subject to the following conditions in favour of both Parties: (i) the Arrangement Agreement has been validly executed and delivered by each of the parties to that agreement, and all of the closing conditions described in the Arrangement Agreement have been satisfied or waived by the applicable parties, (ii) the Plan of Arrangement has received the necessary approval of the directors and shareholders of the Transferor, Yooma and any other applicable party; (iii) the Plan of Arrangement has received the approval of a court of competent jurisdiction; and (iv) the Arrangement

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Agreement, the Plan of Arrangement and this Agreement have received any necessary approvals from the TSX Venture Exchange, the Canadian Securities Exchange and any other regulatory body or other governmental authority with jurisdiction over such matters.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of the Transferor – The Transferor represents and warrants to the Transferee that:

- (a) The Transferor is a validly organized Ontario corporation formed under the *Business Corporations Act* (Ontario) and is not a non-resident of Canada within the meaning of the ITA;
- (b) the Transferred Assets are legally and beneficially owned by the Transferor, with good and marketable title, free and clear of all mortgages, charges, liens, pledges, security interests or other encumbrances;
- (c) on the Closing Date, all necessary or desirable actions and steps shall have been taken to approve or authorize, validly and effectively, the transfer of the Transferred Assets and Assumed Liabilities to the Transferee and the execution and delivery of this Agreement and any other agreements and documents contemplated by this Agreement;
- (d) no Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the purchase from the Transferor of any of the Transferred Assets;
- (e) the entering into of this Agreement and the completion of the transactions contemplated by this Agreement will not result in any violation of the terms and provisions of any instrument or agreement, written or oral, that the Transferor is a party to or by which it is bound; and
- (f) this Agreement has been duly executed and delivered by the Transferor and is a valid and binding obligation of the Transferor enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

3.2 Representations and Warranties of the Transferee – The Transferee represents and warrants to the Transferor that:

- (a) The Transferee is a validly organized Ontario corporation formed under the *Business Corporations Act* (Ontario) and is not a non-resident of Canada within the meaning of the ITA;
- (b) on the Closing Date, all necessary or desirable actions and steps shall have been taken to approve or authorize, validly and effectively, the transfer of the Transferred Assets, the assumption of the Assumed Liabilities, the issuance of the Share Consideration to the

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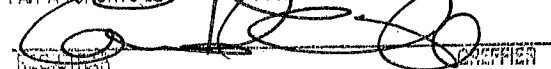
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Transferor, and the execution and delivery of this Agreement and any other agreements and documents contemplated by this Agreement;

- (c) the entering into of this Agreement and the completion of the transactions contemplated by this Agreement will not result in any violation of the terms and provisions of any instrument or agreement, written or oral, that the Transferee is a party to or by which it is bound;
- (d) this Agreement has been duly executed and delivered by the Transferee and is a valid and binding obligation of the Transferee enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction; and
- (e) the Transferee hereby acknowledges and agrees that, except for the representations and warranties set out in Section 3.1, the Transferred Assets are being sold and purchased on an "as-is, where-is" basis as of the Effective Time;

**ARTICLE 4
TAXES**

4.1 **Taxes** — Each Party shall be responsible for its own taxes of any nature or kind whatsoever, together with any interest, fees or penalties payable in respect of such taxes, arising out of the transactions contemplated by this Agreement.

4.2 **Effective Time** — Subject to the terms and conditions of this Agreement, the transfer of the Transferred Assets and the assumption of the Assumed Liabilities shall be deemed to take place at the Effective Time. Where requested by one of the Parties, the Parties shall file an election under Section 256(9) of the ITA to give effect to such Effective Time.

**ARTICLE 5
POST-CLOSING**

5.1 **Proceeds & Realizations on Transferred Assets** — If, after the Effective Time, the Transferor receives any proceeds, realizations or other property in respect of or traceable to the Transferred Assets it will hold such property in trust for the Transferee and, as soon as reasonably practicable, take commercially reasonable steps to transfer such property to the Transferee.

5.2 **Indemnification** — The Transferee shall indemnify and save harmless the Transferor, its directors, officers, employees, agents and representatives from and against any losses, liabilities, damages or out-of-pocket expenses (including reasonably legal fees and expenses) which it may suffer or incur as a result of, in respect of, connected with, or arising out of, the Transferred Assets or the Assumed Liabilities on or after the Effective Time, including for greater certainty any expenses reasonably incurred by the Transferor under Section 5.1.

**ARTICLE 6
GENERAL**

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6.1 **Survival of Representations** — The representations of the Parties in this Agreement shall not survive the closing of the Transaction and shall expire and be terminated on the Effective Time.

6.2 **Enurement** — This Agreement shall enure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and assigns.

6.3 **Entire Agreement** — This Agreement, and any documents or instruments delivered pursuant to or in connection with the terms of this Agreement, constitute the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise specifically set forth in this Agreement, the Parties do not make any representation, warranty or condition express or implied, statutory or otherwise to one another. This agreement may not be amended or modified except by written instrument executed by both parties.

6.4 **Waiver** — No provision of this Agreement shall be deemed waived by a course of conduct, including the transfer of the Transferred Assets or the assumption of the Assumed Liabilities, unless such waiver is in writing signed by the party purporting to waive such provision, and stating specifically that it is intended to modify this Agreement.

6.5 **Governing Law** — This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties irrevocably attorn to the jurisdiction of the courts of such province.

6.6 **Time of the Essence** — Time shall be in all respects of the essence in this Agreement.

6.7 **Further Assurances** — Each of the Parties agree to do any and all further acts and to deliver any and all further assurances, whether before or after the Closing Date, including, without limitation, any conveyance, bill of sale, deed, transfer, assignment or other instrument in writing, as may, in the opinion of any of them, be necessary or desirable to give effect to the matters provided for and contemplated by this Agreement and to take all such other action as may be required or desirable to more effectually and completely vest the Transferred Assets in the Transferee for the purpose of registration, to issue the Share Consideration to the Transferor or to otherwise carry out the purpose and intent of this Agreement.

6.8 **Counterparts** — This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute one and the same instrument.

[Signatures follow on next page.]

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RECEIVER

THIS TRANSFER AGREEMENT is dated as of the date first set forth above.

GLOBALIVE TECHNOLOGY INC.

Per: _____
Name: _____
Title: _____

I have authority to bind the Company.

GT HOLDINGS CORP.

Per: _____
Name: _____
Title: _____

I have authority to bind the Company.

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REGISTRAR **Conrad Diamante** GREFFIER

SCHEDULE A

INVESTEE COMPANIES

The Investee Companies include the following:

Present/Former Subsidiaries:

1. Globalive Exchange Services Inc.
2. Globalive Exchange Services (UK) Ltd.
3. Neighbor Billing Inc.

Present/Former Investees:

1. 2629331 Ontario Inc.
2. Acorn Biolabs Inc.
3. Business Instincts Group Inc.
4. CDL Blockchain-AI Fund Investees:
5. Civic Resource Group Exchange, Inc.
6. Civic Resource Group International Inc.
7. CryptoStar Inc.
8. Eigen Innovations Inc.
9. FastForward Innovations Limited
10. Flexifi Financial Inc.
11. FLX Holding Corp.
12. FutureVault Inc.
13. Globalive BIG Dev. Inc.
14. HyperBlock Inc.
15. Kognitiv Corporation
16. Mantle Technology Inc.
17. Pitchpoint Solutions Inc.
18. Timeplay Inc.
19. TouchBistro Inc.
20. VIDL News Corp.
21. WENN Digital Inc. (Kodak Coin)

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Conrad Diamante

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SCHEDULE B

TRANSFERRED ASSETS

The Transferred Assets include the following:



<u>Transferred Assets</u>
Globalive Exchange Services (UK) Ltd. 1. 1 Ordinary Share (100%)
Neighbor Billing Inc. 2. 50 Common Shares (100%). 3. Rights and obligations under the following agreements: a. Shareholder Agreement in respect of Neighbor Billing Inc. between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated September 13, 2018. b. Software Development and License Agreement between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated September 13, 2018. c. Termination Agreement between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated June 4, 2019. d. Mutual Release between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated June 4, 2019.
2629331 Ontario Inc. 1. Senior Secured Convertible Debentures in the principal amount of \$7,500,000 dated May 1, 2018. 2. Rights and obligations under the following agreements: a. Intercreditor and Collateral Agency Agreement appointing 2630313 Ontario Inc. as collateral agent of the holders of the Senior and Junior Debentures of 2629331 Ontario Inc. dated May 1, 2018. b. Debenture Purchase Agreement between Globalive Technology and JJR Private Capital II Limited Partnership dated October 18, 2018. c. Debenture Purchase Agreements between Globalive Technology Inc. and each of the following parties dated November 11, 2018: i. 0916855 BC Ltd. ii. Domenica Fiore Corporation iii. LG Family Office LLC iv. Quiet Cove Investment Corp. d. Letter Agreement between Globalive Technology Inc. and JJR Private Capital II Limited Partnership dated November 11, 2019. e. General Security Agreement between 2629331 Ontario Inc. and Globalive Technology Inc. dated February 22, 2019.

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 GREFFIER
Conrad Diamante


<p>f. Pledge Agreement between 2629331 Ontario Inc. and Globalive Technology Inc. dated February 22, 2019.</p>
<p>Acorn Biolabs Inc.</p> <ol style="list-style-type: none">1. 9,399,908 Seed Preferred Series 2 Shares2. SAFE (Simple Agreement for Future Equity) for \$100,000 dated November 29, 2019.
<p>Business Instincts Group Inc.</p> <ol style="list-style-type: none">1. Debenture in the principal amount of \$1,250,000 dated August 1, 2019.2. Rights and obligations under the following agreements:<ol style="list-style-type: none">a. Unanimous Shareholder Agreement in respect of Globalive BIG Dev Inc. between Globalive Technology Inc., Business Instincts Group Inc., Globalive BIG Dev Inc. and Globalive BIG Dev (U.S.) Inc. dated May 24, 2018.b. Master Services Agreement between Globalive Technology Inc., Business Instincts Group Inc. and Globalive BIG Dev Inc. dated May 24, 2018.c. Termination Agreement between Globalive Technology Inc., Business Instincts Group Inc. and Globalive BIG Dev Inc. dated August 1, 2019.
<p>CDL Blockchain-AI Fund Investees:</p> <ol style="list-style-type: none">1. SAFEs (Simple Agreements for Future Equity) with the following investees in the following amounts:<ol style="list-style-type: none">a. 10789844 Canada Inc. (The Lake Project) [US\$ 16,666.67]b. 10991759 Canada Inc. (Analytically) [US\$ 8,333.34]c. Big Data Block Inc. [US\$ 8,333.34]d. Blockable Inc. [US\$ 16,666.67]e. Blockardia Technologies Inc. [US\$ 8,333.34]f. Bountey Inc. [US\$ 16,666.67]g. Carbon-Block, Inc. [US\$ 16,666.67]h. Consumer Ledger, Inc. [US\$ 8,333.34]i. Core Platform Inc. [US\$ 16,666.67]j. DataX Research Inc. [US\$ 8,333.34]k. DVR Energy Technologies Inc. [US\$ 8,333.34]l. Glossifi Inc. [US\$ 8,333.34]m. Govrn Inc. [US\$ 8,333.34]n. Grassland Inc. [US\$ 16,666.67]o. Humaniti Inc. [US\$ 8,333.34]p. Lagatos Inc. [US\$ 16,666.67]q. Loop Network Inc. [US\$ 8,333.34]r. Ontab Inc. [US\$ 8,333.34]s. Poket Inc. [US\$ 16,666.67]t. SDLT Solutions Inc. [US\$ 16,666.67]u. Tag Loyalty Inc. [US\$ 16,666.67]v. Tensorai Inc. [US\$ 8,333.34]

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<ol style="list-style-type: none">2. 19,165,4 Class Seed Series SAFE Preferred Shares of Consillum Crypto Inc.3. Rights and obligations under any shareholder agreement for Consillum Crypto Inc.
<p>Civic Resource Group Exchange, Inc.</p> <ol style="list-style-type: none">1. 354,217 Preferred Exchangeable Shares2. Rights and obligations under any shareholder agreement for Civic Resource Group Exchange, Inc.
<p>Civic Resource Group International Inc.</p> <ol style="list-style-type: none">1. 137,732 Common Shares2. 214,873 Series A-1 Preferred Shares3. 348,783 Series A-2 Preferred Shares4. Warrant for 89,123 Series A-2 Preferred Shares5. Convertible Promissory Note in the principal amount of US\$ 235,000 dated January 10, 20206. Convertible Promissory Note in the principal amount of US\$ 250,000 dated March 20207. Rights and obligations under the following agreements:<ol style="list-style-type: none">a. Mutual Confidentiality Agreement between Globalive Technology Inc. and Civic Resource Group International, Inc. dated February 7, 2018.b. Rights and obligations under any shareholder agreement for Civic Resource Group International Inc.
<p>Eigen Innovations Inc.</p> <ol style="list-style-type: none">1. 578,795 Common Shares2. 967,118 Series A Preferred Shares3. Rights and obligations under the following agreements:<ol style="list-style-type: none">a. Rights and obligations under any shareholder agreement for Eigen Innovations Inc.
<p>Flexiti Financial Inc.</p> <ol style="list-style-type: none">1. 1,250 Class A Shares2. Rights and obligations under the following agreements:<ol style="list-style-type: none">a. Lock-up Agreement in support of a plan of arrangement for Flexiti Financial Inc.
<p>FLX Holding Corp.</p> <ol style="list-style-type: none">1. 448,218 Class A Common Shares2. 109,155 Class B Common Shares3. 357,143 Class D Common Shares4. 20,651,784 Series 2 Class B Preferred Shares5. Warrants for 120,000 Class D Common Shares6. Rights and obligations under the following agreements:<ol style="list-style-type: none">a. Fifth Amendment to the Unanimous Shareholder Agreement in respect of FLX Holding Corp.

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<p>b. Lock-up Agreement in support of a plan of arrangement for FLX Holding Corp.</p>
<p>FutureVault Inc.</p> <ol style="list-style-type: none">1,111,112 Common SharesRights and obligations under the following agreements:<ol style="list-style-type: none">Any shareholder agreement for FutureVault Inc.
<p>HyperBlock Inc.</p> <ol style="list-style-type: none">Rights and obligations under the following agreements:<ol style="list-style-type: none">Mining-as-a-Service Joint Venture Agreement between Globalive Technology Inc. and HyperBlock Inc. dated June 11, 2018 (as amended July 11, 2018).Asset Purchase Agreement between Globalive Technology Inc. and HyperBlock Inc. dated April 16, 2019.
<p>Kognitiv Corporation</p> <ol style="list-style-type: none">14,789 Common SharesRights and obligations under the following agreements:<ol style="list-style-type: none">Any shareholder agreement for Kognitiv Corporation.
<p>Mantle Technology Inc.</p> <ol style="list-style-type: none">1,000,000 Class A SharesRights and obligations under the following agreements:<ol style="list-style-type: none">Agreement between Globalive Technology Partners Inc. and Mantle Technology Inc. dated February 14, 2018.Any shareholder agreement for Mantle Technology Inc.
<p>Pitchpoint Solutions Inc.</p> <ol style="list-style-type: none">811,557 Common SharesSeries I Secured Promissory Note in the principal amount of \$100,000 dated 2019Warrants for 100,000 Common SharesRights and obligations under the following agreements:<ol style="list-style-type: none">Any shareholder agreement for Kognitiv Corporation.
<p>Timeplay Inc.</p> <ol style="list-style-type: none">36,527 Common SharesWarrants for 27,556 Common Shares898,760 Series A Preferred SharesRights and obligations under the following agreements:<ol style="list-style-type: none">Non-Disclosure Agreement between Globalive Technology Inc. and Timeplay Inc. dated March 17, 2020.Any shareholder agreement for Timeplay Inc.
<p>Ryde GmbH (f/k/a WENN Digital Inc.)</p> <ol style="list-style-type: none">SAFT (Simple Agreement for Future Tokens) for \$250,000 Kodak Tokens.

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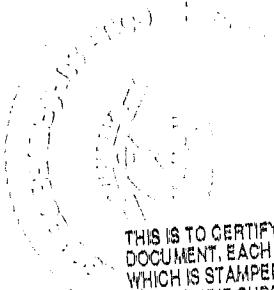
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SCHEDULE C

ASSUMED LIABILITIES

The Assumed Liabilities include the following, which are valued at \$[●] in aggregate as at the Effective Time:

1. Any obligations of the Transferor under or in respect of any of the Transferred Assets described in Schedule B.

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IN THE MATTER OF AN APPLICATION UNDER SECTION 182, BUSINESS
CORPORATIONS ACT, R.S.O. 1990, c. B.16, AS AMENDED

Court File No.: CV-20-00653176-00CL

GLOBALIVE TECHNOLOGY INC. et al
Applicants

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FINAL ORDER

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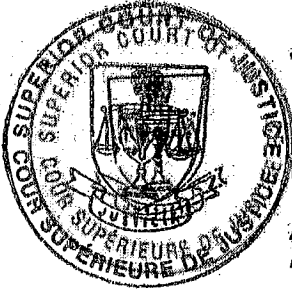
Graham Spilawski
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Tel: (416) 367-6206
gspilawski@bjg.com

Lawyers for
Globalive Technology Inc.

Court File No.: CV-20-00653176-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) THURSDAY, THE 29TH
JUSTICE DIETRICH) DAY OF JANUARY, 2021



IN THE MATTER OF AN APPLICATION UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT*, R.S.O. 1990, C. B.16, AS AMENDED

AND IN THE MATTER OF RULES 14.05(2) and 14.05(3) OF THE *RULES OF CIVIL PROCEDURE*

AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING GLOBALIVE TECHNOLOGY INC., ITS SHAREHOLDERS, OPTIONHOLDERS, RESTRICTED SHARE UNITHOLDERS, YOOMA CORP. and ITS SHAREHOLDERS

ORDER

THIS APPLICATION made by the Applicants Globalive Technology Inc. ("GTI") and Yooma Corp. ("Yooma", together with GTI, the "Applicants") pursuant to section 182 of the *Business Corporations Act*, R.S.O. 1990, c. B.16, as amended, (the "OBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application issued on December 15, 2020, the affidavit of Simon Lockie sworn December 16, 2020, the Affidavit of Jordan Greenberg, sworn December 16, 2020, the affidavit of Jake Hogan, sworn December 18, 2020, the supplemental affidavit of Simon Lockie sworn January 28, 2021, the supplemental affidavit of Jordan Greenberg, sworn January 27, 2021, together with the exhibits thereto, and the Interim Order of Justice Dietrich dated December 18, 2020;

ON BEING ADVISED that the Applicants intend to rely upon the final order in this Application as a basis of a claim to an exemption from the registration requirements of

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CLERK

the United States Securities Act of 1933, as amended, pursuant to section 3(a)(10) thereof, with respect to the securities to be issued pursuant to the terms of the Plan of Arrangement; and

ON HEARING the submissions of counsel for GTI and counsel for Yooma, no-one appearing for any other person, including any shareholder of GTI or Yooma, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order is an arrangement for the purposes of section 182 of the OBCA and is fair and reasonable in accordance with the requirements of that section;

1. **THIS COURT ORDERS** that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.
2. **THIS COURT ORDERS** that the Applicant shall be entitled to seek leave to vary this order upon such terms upon giving such notice as this court may direct, to seek the advice and directions of this court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.

Dietrich J.

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[Signature]

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SCHEDULE A
PLAN OF ARRANGEMENT
UNDER SECTION 182 OF THE
BUSINESS CORPORATIONS ACT

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PLAN OF ARRANGEMENT UNDER SECTION 182
OF THE BUSINESS CORPORATIONS ACT (ONTARIO)

ARTICLE 1
INTERPRETATION

1.1 Definitions.

As used in this Plan of Arrangement, the following terms have the meanings given to such terms below:

"Amalco" has the meaning specified in Section 2.3(g) of this Plan of Arrangement.

"Amalco Shares" has the meaning specified in Section 2.3(g)(ii) of this Plan of Arrangement.

"Amalgamation" has the meaning specified in Section 2.3(g) of this Plan of Arrangement.

"Arrangement" means the arrangement under Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the Arrangement Agreement or Article 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Transaction Parties, each acting reasonably.

"Arrangement Agreement" means the Arrangement Agreement between GTI and Yooma dated as of December 16, 2020.

"Arrangement Resolutions" means, collectively, the GTI Resolutions and the Yooma Resolutions.

"Articles of Arrangement" means the articles of arrangement in respect of the Arrangement required by the OBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to GTI and Yooma, each acting reasonably.

"Assigned Contracts" means those contracts set out in schedule A of the Transfer Agreement.

"Assumed Liabilities" has the meaning set out in the Transfer Agreement.

"Authorization" means, with respect to any Person, any authorization, Order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, of, from or required by any Governmental Entity having jurisdiction over the Person.

"Certificate of Arrangement" means the certificate of arrangement to be issued by the Director pursuant to Section 183(2) of the OBCA in respect of the Articles of Arrangement.

"Code" means the United States Internal Revenue Code of 1986, and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"Court" means the Ontario Superior Court of Justice (Commercial List) or other court, as applicable.

"CSE" means the Canadian Securities Exchange.

"Depository" means Odyssey Trust Company, in its capacity as the depository in connection with the Arrangement.

"Director" means the Director appointed pursuant to Section 278 of the OBCA.

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"Dissent Rights" has the meaning specified in Section 3.1 of this Plan of Arrangement.

"Dissenting Holder" means a registered holder of GTI Shares or Yooma Shares that validly exercises their Dissent Rights.

"DRS Advice Statement" means a written statement evidencing that the Resulting Issuer Shares are issued and recorded electronically in the Direct Registration System maintained by the Transfer Agent.

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

"Effective Time" means 12:01 a.m. on the Effective Date, or such other time as the Transaction Parties agree to in writing before the Effective Date.

"Final Order" means the final order of the Court in a form acceptable to each of the Transaction Parties, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of each of the Transaction Parties, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided, that any such amendment is acceptable to each of the Transaction Parties, each acting reasonably) on appeal.

"Governmental Entity" means: (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, minister, ministry, bureau, agency or instrumentality, domestic or foreign; (b) any stock exchange; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, antitrust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing.

"GTI" means Globalive Technology Inc.

"GTI Equity Incentive Plan" means the 2018 Omnibus Equity Incentive Compensation Plan of Globalive Technology Inc.

"GTI Meeting" means the special meeting of GTI Shareholders to be held to consider the GTI Resolutions and related matters, and any adjournments thereof.

"GTI Options" means options to purchase GTI Shares granted under the GTI Equity Incentive Plan.

"GTI Resolutions" means the special resolutions to be approved by the GTI Shareholders at the GTI Meeting, substantially in the form of Schedule B-1 of the Arrangement Agreement.

"GTI RSUs" means restricted share units issued under the GTI Equity Incentive Plan.

"GTI Shareholders" means, collectively, the holders from time to time of GTI Shares.

"GTI Shares" means: (i) prior to the occurrence of the matters set out in Section 2.3(e) of this Plan of Arrangement, the common shares in the capital of GTI; and (ii) upon the completion of the matters set out in Section 2.3(e) of this Plan of Arrangement, the class A shares and the class B shares of GTI, as applicable.

"Interim Order" means the interim order of the Court in a form acceptable to GTI and Yooma, each acting reasonably, providing for, among other things, the calling and holding of the GTI Meeting, as such order may be amended by the Court with the consent of each of GTI and Yooma, each acting reasonably.


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RECORDS CONRAD DIAMANTE
SERVICES

"Laws" means, with respect to any Person, any applicable laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgments, injunctions, determinations, awards, decrees or other legally binding requirements, whether domestic or foreign, and the terms and conditions of any Authorization of or from any Governmental Entity.

"Letter of Transmittal" means the letter of transmittal sent to Shareholders for use in connection with the Arrangement.

"Liens" means any hypothec, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third-party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing.

"OBCA" means the *Business Corporations Act* (Ontario), and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"Order" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Entity (in each case, whether temporary, preliminary or permanent).

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, governmental entity, syndicate or other entity, whether or not having legal status.

"Portfolio Assets" means the shares and other securities listed on schedule "A" of the Transfer Agreement, the rights and obligations under the Assigned Contracts and any cash, securities, contractual rights or other proceeds received by GTI on the realization of any of the foregoing prior to the Effective Date, but excluding any cash required by GTI to satisfy its obligations under the Arrangement Agreement.

"Reorganization" has the meaning specified in Section 2.4 of this Plan of Arrangement.

"Resulting Issuer" means Amalco after the consummation of the transactions contemplated by this Plan of Arrangement.

"Shareholders" means, collectively, the GTI Shareholders and the Yooma Shareholders.

"Shareholders Meetings" means, collectively, the GTI Meeting and Yooma Meeting.

"Shares" means, collectively, the GTI Shares and the Yooma Shares.

"Spinco" means the corporation to be incorporated under the OBCA prior to the Effective Date for the purpose of effecting the Spinout Transaction.

"Spinco Common Shares" means the non-voting common shares of Spinco.

"Spinout Transaction" means the transactions in connection with the transfer of the Portfolio Assets to Spinco and the distribution to the GTI Shareholders of the Spinco Common Shares, all pursuant to the Transfer Agreement.

"Tax Act" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time.

"Transaction Parties" means, collectively, GTI and Yooma and, where the context permits, the Resulting Issuer.

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"Transfer Agent" means Odyssey Trust Company, in its capacity as transfer agent for Yooma Corp., GTI and the Resulting Issuer;

"Transfer Agreement" means the transfer agreement providing for, among other things, the transfer of the Portfolio Assets to Spinco in exchange for the issuance by Spinco of the Spinco Common Shares substantially in the form attached to this Plan of Arrangement as Exhibit "A".

"TSXV" means the TSX Venture Exchange.

"Yooma" means Yooma Corp.

"Yooma Exchange Ratio" means 1.1168 Amalco Shares for each Yooma Share.

"Yooma Meeting" means the special meeting of Yooma Shareholders to be held to consider the Yooma Resolutions and related matters, and any adjournments thereof.

"Yooma Resolutions" means the special resolutions to be approved by the Yooma Shareholders at the Yooma Meeting, substantially in the form of Schedule B-3 of the Arrangement Agreement.

"Yooma Shareholders" means, collectively, the holders from time to time of Yooma Shares.

"Yooma Shares" means the common shares in the capital of Yooma.

1.2 References and Usage.

Unless expressly stated otherwise or the context otherwise requires, in this Plan of Arrangement:

- (a) reference to a gender includes all genders;
- (b) the singular includes the plural and vice versa;
- (c) "or" is used in the inclusive sense of "and/or";
- (d) "any" means "any and all";
- (e) the words "including", "includes" and "include" mean "including (or includes or include) without limitation";
- (f) the phrase "the aggregate of", "the total of", "the sum of" or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of";
- (g) \$ or dollars refers to Canadian currency and US\$ or United States dollars refers to currency of the United States;
- (h) accounting terms not specifically defined in this Plan of Arrangement are to be interpreted in accordance with IFRS;
- (i) a statute includes all rules and regulations made under it, if and as amended, re-enacted or replaced from time to time;
- (j) a Person includes its heirs, administrators, executors, legal representatives, predecessors, successors and permitted assigns, as applicable;
- (k) the term "notice" refers to written notices except as otherwise specified;

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- (l) the terms "Arrangement Agreement" and "Plan of Arrangement", and any reference in this Plan of Arrangement to the Arrangement Agreement or this Plan or Arrangement, or to any other agreement or document, includes, and is a reference to, the Arrangement Agreement or this Plan of Arrangement, or to such other agreement or document, as it may have been, or may from time to time be, amended, restated, replaced, supplemented or novated, and all schedules, exhibits and appendices thereto, as applicable, except as otherwise provided in this Plan of Arrangement;
- (m) whenever payments are to be made, or an action is to be taken, on a day which is not a Business Day, such payment will be required to be made, or such action will be required to be taken, on or not later than the next succeeding Business Day; and
- (n) in the computation of periods of time, unless otherwise stated, the word "from" means "from and excluding" and the word "to" and "until" each mean "to and including".

1.3 Headings, etc.

The use of headings (e.g., Article, Section, etc.) in this Plan of Arrangement is reference only and is not to affect the interpretation of this Plan of Arrangement.

1.4 Time References.

References to time are to local time in the City of Toronto, Ontario.

**ARTICLE 2
THE ARRANGEMENT**

2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant to and subject to the provisions of the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

2.2 Binding Effect.

This Plan of Arrangement will become effective on, and be binding on and after, the Effective Time on each of the Transaction Parties, all holders and beneficial owners of GTI Shares (including, for the avoidance of doubt, GTI Shareholders that exercise their Dissent Rights), GTI Options, GTI RSUs and Yooma Shares (including, for the avoidance of doubt, Yooma Shareholders that exercise their Dissent Rights), and Odyssey Trust Company, in its capacity as Transfer Agent and Depository, in each case, without any further act or formality required on the part of any Person.

2.3 Arrangement.

At the Effective Time, the following shall occur, and shall be deemed to occur as set out below, without any further authorization, act or formality, in each case, effective as at ten second intervals starting at the Effective Time, except as expressly provided herein:

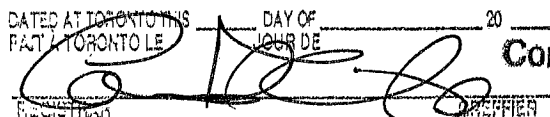
Dissent Rights

- (a) each of the GTI Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to GTI (free and clear of all Liens), and acquired and cancelled by GTI, in accordance with, and for the consideration contemplated in, Article 3; and:

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- (i) such Dissenting Holders shall cease to be the holders of such GTI Shares and to have any rights as holders of such GTI Shares other than the right to be paid fair value for such GTI Shares as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such GTI Shares from the registers of GTI Shares maintained by or on behalf of GTI; and
 - (iii) GTI shall be deemed to be the transferee of such GTI Shares free and clear of all Liens, and GTI shall be entered in the registers of GTI Shares maintained by or on behalf of GTI, as the holder of such GTI Shares;
- (b) each of the Yooma Shares held by Dissenting Holders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to Yooma (free and clear of all Liens), and acquired and cancelled by Yooma, in accordance with, and for the consideration contemplated in, Article 3, and:
- (i) such Dissenting Holders shall cease to be the holders of such Yooma Shares and to have any rights as holders of such Yooma Shares other than the right to be paid fair value for such Yooma Shares as set out in Section 3.1;
 - (ii) such Dissenting Holders' names shall be removed as the holders of such Yooma Shares from the registers of Yooma Shares maintained by or on behalf of Yooma; and
 - (iii) Yooma shall be deemed to be the transferee of such Yooma Shares free and clear of all Liens, and Yooma shall be entered in the registers of Yooma Shares maintained by or on behalf of Yooma, as the holder of such Yooma Shares;

GTI TSXV De-Listing

- (c) the GTI Shares shall be de-listed from the TSXV pursuant to the de-listing application (in the form agreed by Yooma and GTI, each acting reasonably) filed by GTI with the TSXV prior to the date hereof and the approval of the TSXV thereof.

Spin-Out and Reorganization Transactions

- (d) the Transfer Agreement will become effective, and in connection therewith, GTI will transfer the Portfolio Assets to Spinco, and Spinco will assume the Assumed Liabilities in accordance with the terms of the Transfer Agreement in each case, as part of the consideration for the issuance to GTI of the number of Spinco Common Shares as is equal to the number of GTI Shares issued and outstanding immediately prior to the Effective Time (less the number of GTI Shares transferred to GTI pursuant to Section 2.3(a) above), and GTI shall be added to the register of Spinco Common Shares maintained by or on behalf of Spinco, and in connection therewith, in accordance with the OBCA, Spinco shall add to the stated capital account maintained by Spinco for the Spinco Common Shares an amount that shall equal the fair market value of the Spinco Common Shares issued to GTI;
- (e) the authorized capital and the articles of GTI shall be amended to re-designate the common shares of GTI as class A common shares and to increase the authorized capital by creating an unlimited number of class B common shares without par value. After giving effect to the foregoing, the authorized capital of GTI shall be an unlimited number of Class A common shares (the "Class A Common Shares") and an unlimited number class B common shares (the "New GTI Shares", and together with the Class A Common Shares, the "Common Shares"), having the following rights, privileges, restrictions and conditions:

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- (i) **Voting.** The holders of the Class A Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of GTI and shall confer the right to 1 vote for each share held at all meetings of shareholders of GTI, except for meetings at which only holders of another class or series of shares of GTI are entitled to vote separately as a class or series as provided in the OBCA. The holders of the New GTI Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of GTI and shall confer the right to 2 votes for each share held at all meetings of shareholders of GTI, except for meetings at which only holders of another class or series of shares of GTI are entitled to vote separately as a class or series as provided in the OBCA. Except as otherwise required by law, the holders of the Class A Common Shares and the holders of the New GTI Shares will vote together as if they were a single class;
 - (ii) **Dividends.** The holders of the Common Shares shall be entitled to receive and GTI shall pay thereon, as and when declared by the board of directors of GTI such non-cumulative dividends on either class of the Common Shares as a class individually or on both of such classes; as the directors may from time to time declare, in their absolute discretion;
 - (iii) **Liquidation, Dissolution and Winding-up.** In the event of the liquidation, dissolution or winding up of GTI, whether voluntary or involuntary, or any other distribution of assets of GTI among its shareholders for the purpose of winding up its affairs, the holders of the Common Shares shall be entitled to receive the remaining property and assets of GTI and shall participate ratably share for share in any distribution thereof without preference or distinction as to the class of Common Share held;
- (f) GTI shall undertake a reorganization of capital within the meaning of section 86 of the Tax Act as follows, and in the following order:
- (i) each issued and outstanding Class A Common Share (other than any Class A Common Shares held by Dissenting Holders) shall be deemed to be exchanged for: (A) one New GTI Share, and (B) one Spinout Common Share, and the names of the GTI Shareholders shall be added to (and GTI removed from) the register of Spinco Common Shares maintained by or on behalf of Spinco, in respect of the number of Spinco Common Shares held by them;
 - (ii) each GTI Option and GTI RSU shall be deemed to have been amended such that each GTI Option or GTI RSU, as applicable, will be exercisable to acquire New GTI Shares in place of GTI Shares, but will otherwise remain unchanged;
 - (iii) the stated capital of the New GTI Shares shall be equal to the excess, if any, of (A) the paid-up capital of the GTI Shares immediately prior to the Effective Time, (other than those GTI Shares held by GTI Shareholders that are Dissenting Holders) less (B) the fair market value of the Spinco Common Shares;

Amalgamation of Yooma and GTI

- (g) **Amalgamation** – Yooma and GTI shall be amalgamated under the OBCA and continue as one corporation (“Amalco”) on the terms prescribed in this Plan of Arrangement (the “Amalgamation”) as follows:
 - (i) the name of Amalco shall be “Yooma Wellness Inc.”;

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- (ii) Amalco shall be authorized to issue an unlimited number of common shares without par value ("Amalco Shares");
- (iii) the registered office of Amalco will be the register office of Yooma;
- (iv) there shall be no restrictions on the business Amalco may carry on or on the powers Amalco may exercise;
- (v) the directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum number of one and a maximum number of ten;
- (vi) the directors of Amalco following the Amalgamation shall be the following individuals: Lorne Abony, Anthony Lacavera, Anthony Costanzo, Michael Young and Jordan Greenberg;
- (vii) the officers of Amalco following the Amalgamation shall be the following individuals: Jordan Greenberg (President, Chief Financial Officer and Corporate Secretary) and Ron Wardle (Chief Executive Officer);
- (viii) the auditor of Amalco following the Amalgamation shall be RSM Canada LLP, who shall continue in office until the close of business of the first annual meeting of the holders of Amalco Shares, and the board of directors of Amalco shall be authorized to fix the remuneration of such auditors;
- (ix) the provisions of subsections 179(a), (a.1), (b), (c), (d) and (e) of the OBCA will apply to the Amalgamation with the result that:
 1. Yooma and GTI are amalgamated and continue as one corporation under the terms and conditions prescribed in this Plan of Arrangement;
 2. Yooma and GTI cease to exist as entities separate from Amalco;
 3. Amalco possesses all the property, rights, privileges and franchises, and is subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts, of each of Yooma and GTI;
 4. a conviction against, or ruling, order or judgment in favour or against, Yooma or GTI may be enforced by or against Amalco;
 5. the Articles of Arrangement are deemed to be the articles of incorporation of Amalco and, except for the purposes of subsection 117(1) of the OBCA, the Certificate of Arrangement is deemed to be the certificate of incorporation of Amalco; and
 6. Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against Yooma or GTI before the Amalgamation has become effective; and
- (x) the by-laws of Amalco shall be the same as those of Yooma, *mutatis mutandis*.

(h) *Exchange and Cancellation of Securities* – Pursuant to the Amalgamation:

- (i) each GTI Share shall be converted into one Amalco Share;

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- (ii) each Yooma Share shall be converted into such number of Amalco Shares equal to the product of (i) the number of Yooma Shares held by such Yooma Shareholder; and (ii) the Yooma Exchange Ratio;
- (iii) the stated capital of the Amalco Shares shall be equal to the total of the aggregate paid-up capital (as such term is defined in the Tax Act) of the Yooma Shares and the GTI Shares immediately prior to the Amalgamation (excluding, for greater certainty, (A) any Yooma Shares owned by GTI, or GTI Shares owned by Yooma, in each case immediately prior to the Amalgamation, and (B) any GTI Shares or Yooma Shares held by Dissenting Holders and dealt with under Sections 2.3(a) or 2.3(b));
- (iv) each GTI Option and GTI RSU shall become exercisable for Amalco Shares on and subject to the terms and conditions thereof; and
- (v) the Amalco Option Plan shall be adopted.

Amalco CSE Listing

- (i) The Amalco Shares shall be listed and posted for trading on the CSE pursuant to the listing application (in the form agreed by Yooma and GTI, each acting reasonably) filed by Yooma with the CSE prior to the date hereof and the approval of the CSE thereof.

2.4 Tax Treatment.

The Transaction Parties intend for the transaction set forth in Section 2.3(h) of this Plan of Arrangement (collectively, the "Reorganization"), to qualify as a reorganization within the meaning of Section 368(a) of the Code, and will report it as such for United States federal, state and local income tax purposes. None of the Transaction Parties will knowingly take any action or fail to take any action, which action or failure to act would cause the Reorganization to fail to qualify as a reorganization within the meaning of Section 368(a) of the Code. This Plan of Arrangement is intended to constitute a plan of reorganization with respect to the Reorganization for U.S. federal income tax purposes.

**ARTICLE 3
RIGHTS OF DISSENT**

3.1 Rights of Dissent.

Each registered holder of GTI Shares and Yooma Shares may exercise dissent rights with respect to any GTI Shares and Yooma Shares, as applicable, held by such holder ("Dissent Rights") in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 3.1 of this Plan of Arrangement; provided, that, notwithstanding subsection 185(6) of the OBCA, the written objection to the GTI Resolutions or Yooma Resolutions, as applicable, must be received by the relevant holder not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the applicable Shareholder Meeting (as such Shareholder Meeting may be adjourned or postponed from time to time). Each Dissenting Holder that duly exercises such Dissenting Holder's Dissent Rights shall be deemed to have transferred the Shares held by such Dissenting Holder and in respect of which Dissent Rights have been validly exercised to the Resulting Issuer for cancellation, as applicable, free and clear of all Liens (other than the right to be paid fair value for such Shares, as set out in this Section 3.1 of this Plan of Arrangement), and if they:

- (a) ultimately are entitled to be paid fair value for such Shares; (i) shall be deemed not to have participated in the transactions in Article 2 of this Plan of Arrangement; (ii) will be entitled to be paid the fair value of such Shares by the Resulting Issuer, which fair value, notwithstanding anything to the contrary contained in Part XIV of the OBCA shall be determined as of the close of business on the Business Day before the Arrangement Resolutions were adopted; and (iii) will

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not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Dissenting Holder not exercised its Dissent Rights in respect of such Shares; or

- (b) ultimately are not entitled, for any reason, to be paid fair value for such Shares, shall be deemed to have participated in the Arrangement on the same basis as a Shareholder that is not a Dissenting Holder, and shall be entitled to receive only the securities contemplated by Section 2.3 of this Plan of Arrangement, as applicable, that such Dissenting Holder would have received pursuant to the Arrangement if such Dissenting Holder had not exercised its Dissent Rights.

3.2 Recognition of Dissenting Holders.

- (a) In no circumstances shall the Transaction Parties or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Shares in respect of which such rights are sought to be exercised.
- (b) For greater certainty, in no case shall the Transaction Parties or any other Person be required to recognize Dissenting Holders as holders of Shares, as applicable, in respect of which Dissent Rights have been validly exercised after the completion of the transactions contemplated by Section 2.3. In addition to any other restrictions under Section 185 of the OBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of GTI Options or GTI RSUs; and (ii) Shareholders that vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolutions (but only in respect of such Shares).

ARTICLE 4 CERTIFICATES AND PAYMENTS

4.1 Payment of Consideration.

- (a) Immediately upon the consummation of the transactions contemplated by Section 2.3 of this Plan of Arrangement, each Yooma Shareholder immediately prior to the Effective Time (other than Yooma Shareholders which have validly exercised and not withdrawn their Dissent Rights) shall be entitled, without any further action on the part of such Yooma Shareholder, to such number of Amalco Shares as is equal to the number of Yooma Shares held by such Yooma Shareholder immediately prior to the Effective Time multiplied by the Yooma Exchange Ratio. All certificate(s) representing the Yooma Shares held by such Yooma Shareholder shall be cancelled without any further action on the part of such Yooma Shareholder and such Yooma Shareholder shall be automatically entered into the share register of the Resulting Issuer by the Transfer Agent for such number of Amalco Shares as such Yooma Shareholder has become entitled in accordance with the foregoing. In lieu of physical certificates, all Yooma Shareholders entered onto the share register of the Resulting Issuer will receive a DRS Advice Statement in respect of the Amalco Shares registered in their name.
- (b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding GTI Shares (other than GTI Shares in respect of which Dissent Rights have been validly exercised and not withdrawn) and which were cancelled or transferred pursuant to Section 2.3 of this Plan of Arrangement, as applicable, together with a duly completed and executed Letter of Transmittal (and such additional documents and instruments as the Resulting Issuer and/or the Depositary may reasonably require), the GTI Shareholder represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such GTI Shareholder, a certificate representing the number of Amalco Shares which such GTI Shareholder is entitled to receive under the Arrangement, which Amalco Shares will be registered in such GTI Shareholder's name and either (i) delivered to the address as such GTI Shareholder directed in its Letter of Transmittal or (ii) made

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available for pick-up at the offices of the Depositary, in either case, in accordance with the instructions of the GTI Shareholder set out in the Letter of Transmittal, and any certificate representing GTI Shares so surrendered shall forthwith thereafter be cancelled.

- (c) Until surrendered as contemplated by this Section 4.1 of this Plan of Arrangement, each certificate that immediately prior to the Effective Time represented GTI Shares (other than GTI Shares in respect of which Dissent Rights have been validly exercised and not withdrawn), shall be deemed after the Effective Time to represent only the right to receive upon such surrender the consideration in lieu of such certificate as contemplated in this Section 4.1, less any amounts withheld pursuant to Section 4.3, if applicable. Any such certificate formerly representing GTI Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any GTI Shareholder of any kind or nature against the Resulting Issuer.

4.2 Lost Certificates.

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Shares that were transferred pursuant to Section 2.3 of this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the consideration that such Shareholder has the right to receive in accordance with Section 2.3 of this Plan of Arrangement and, as applicable, such Shareholder's Letter of Transmittal. When authorizing such exchange for any lost, stolen or destroyed certificate, the Person to whom such consideration is to be delivered shall, as a condition precedent to the delivery of such consideration, give a bond satisfactory to the Resulting Issuer and the Depositary (each acting reasonably) in such sum as the Resulting Issuer (acting reasonably) may direct, or otherwise indemnify each of the Transaction Parties in a manner satisfactory to the Resulting Issuer (acting reasonably) against any claim that may be made against any Party with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Withholding Rights.

The Transaction Parties and/or the Transfer Agent or Depositary, as applicable, shall be entitled to deduct and withhold from any amount payable to any Person under this Plan of Arrangement (including any amounts payable pursuant to Section 3.1); such amounts as such they determine, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act, the Code or any provision of any other Laws. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made; provided, that such amounts are actually remitted to the appropriate Governmental Entity.

4.4 No Liens.

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third Persons of any kind.

ARTICLE 5 AMENDMENTS

5.1 Amendments to Plan of Arrangement.

- (a) The Transaction Parties, each acting reasonably, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time; provided, that each such amendment, modification and/or supplement must: (i) be set out in writing; (ii) be approved by each of the Transaction Parties, subject to the Arrangement Agreement, each acting

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Conrad Diamante

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reasonably; (iii) filed with the Court and, if made following the Shareholder Meetings, approved by the Court; and (iv) communicated to the Shareholders if and as required by the Court.

- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Transaction Parties at any time prior to the Shareholder Meetings; provided, that each of the Transaction Parties, subject to the Arrangement Agreement, as applicable, shall have consented thereto, with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Shareholders Meetings (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Shareholder Meetings shall be effective only if: (i) it is consented to in writing by each of the Transaction Parties, each acting reasonably; and (ii) if required by the Court, it is consented to by some or all of Shareholders, as applicable, voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date by the Transaction Parties; provided, that it concerns a matter which, in the reasonable opinion of the Transaction Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the economic interest of any Shareholder or any holder of GTI Options or GTI RSUs.

**ARTICLE 6
FURTHER ASSURANCES**

6.1 Further Assurances.

Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each Party shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either Party in order further to document or evidence any of the transactions or events set out in this Plan of Arrangement.

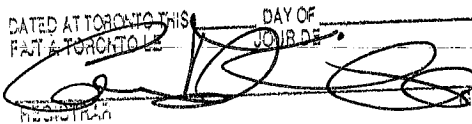
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EXHIBIT "A"
TRANSFER AGREEMENT

See attached.

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**TRANSFER AGREEMENT
(LEGACY ASSET SPIN-OUT)**

This transfer agreement (the "Agreement") is between Globalive Technology Inc. (the "Transferor") and GT Holdings Corp. (the "Transferee"), and together with the Transferor, the "Parties" and is dated February [5], 2021.

The Transferor and Yooma Corp. ("Yooma") are party to an arrangement agreement dated December 16, 2020 (the "Arrangement Agreement") pursuant to which Yooma will complete a reverse takeover of the Transferor. The reverse takeover transaction and the terms of the Arrangement Agreement are being implemented through a plan of arrangement under s.182 of the *Business Corporations Act* (Ontario) (the "Plan of Arrangement").

As a condition to the completion of the reverse takeover transaction under the Arrangement Agreement, and as a step in the Plan of Arrangement, the Transferor wishes to transfer and assign to the Transferee, and the Transferee wishes to receive and assume from the Transferor, certain property of the Transferor in consideration of the assumption of certain liabilities of the Transferor and the issuance of non-voting common shares in the capital of the Transferee to the Transferor.

The Parties therefore agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1. **Defined Terms** – The following terms shall have the following meanings, respectively:

- (a) "Assumed Liabilities" means any obligations or liabilities of the Transferor to any of the Investee Companies of any kind whatsoever, that are now due or that may in the future arise out of any fact or circumstance that exists as at the Effective Time, including for greater certainty any obligations or liabilities listed on Schedule C to this Agreement;
- (b) "Closing Date" means the date of this Agreement, or such other date as the Parties may agree in writing;
- (c) "Effective Time" means the beginning of the day on the Closing Date;
- (d) "Investee Companies" means any entity in which the Transferor held debt or equity securities during the period from June 8, 2018 through to the Closing Date, including the entities listed on Schedule A to this Agreement;
- (e) "ITA" means the *Income Tax Act* (Canada);
- (f) "Person" means an individual, corporation, partnership, association, trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality; and
- (g) "Transferred Assets" means all right, title and interest of the Transferor in and to any assets, property or undertaking of any nature or kind whatsoever in or relating to any of the Investee Companies, whether real or personal, tangible or intangible, fixed or contingent (including for greater certainty the property, assets and undertaking listed on Schedule B to this Agreement)

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and including any cash, securities, contractual rights or other proceeds received by the Transferor upon the realization of any of the foregoing assets, property and undertaking prior to the Closing Date, but excluding any cash required by the Transferor to satisfy its obligations under the Arrangement Agreement.

1.2. **Currency** – All dollar amounts referred to in this agreement are in Canadian dollars unless otherwise expressly indicated.

**ARTICLE 2
TRANSFER OF THE ASSETS**

2.1 **Transfer of the Purchased Assets** – Subject to the terms and conditions set out in this Agreement, the Transferor hereby sells, conveys, assigns, transfers and delivers to the Transferee, and the Transferee hereby purchases and receives from the Transferor, free and clear of any encumbrances, all right, title, benefit and interest, legal or equitable, in the Transferred Assets for an aggregate purchase price equal to their fair market value, which the parties hereto estimate in good faith to be \$[●] (the "Transfer Price"),

2.2 **Payment of the Transfer Price** – The Transferee shall pay and satisfy the Transfer Price by (a) issuing to the Transferor 7,555,663 non-voting common shares of the Transferee (the "Share Consideration"); as fully paid non-assessable shares of the Transferee, for an aggregate fair market value of \$[●] (the "Share Value"); and (b) assuming the Assumed Liabilities of the Transferor.

2.3 **Assignment and Assumption of Liabilities** – For greater certainty, subject to the terms and conditions of this Agreement and as partial consideration for the Transferred Assets conveyed by this Agreement, the Transferor hereby assigns to the Transferee, and the Transferee hereby assumes from the Transferor, the Assumed Liabilities for an aggregate fair market value of \$[●] (the "Liability Value");

2.4 **Transfer Price Allocation** – The Parties shall allocate the Transfer Price and the Liability Value in a manner to be agreed between the Parties, each acting reasonably, and shall report the transfer of the Transferred Assets and Assumed Liabilities for all tax purposes in a manner consistent with that allocation.

2.5 **Restricted Assets** – To the extent that any of the Transferred Assets are not capable of being sold or assigned without the prior approval of one or more third-parties ("Restricted Assets"), nothing in this Agreement will be construed as a sale or assignment of those Restricted Assets without first obtaining the necessary approvals. The Parties will make commercially reasonable efforts to obtain any necessary approvals and will sell or assign the Restricted Assets only when they have been obtained. If a Restricted Asset is not assignable or consents cannot or have not been obtained, the Transferor will, to the extent permitted by applicable law, hold that Restricted Asset in trust for the Transferee; the Transferee will perform the covenants and obligations under and in respect of the Restricted Assets in the name of the Transferor; and the Transferor will hold all benefits relating to the Restricted Assets for the account of the Transferee.

2.6 **Conditions to Closing** – The transfer of the Transferred Assets and the assumption of the Assumed Liabilities under this Agreement are subject to the following conditions in favour of both Parties: (i) the Arrangement Agreement has been validly executed and delivered by each of the parties to that agreement, and all of the closing conditions described in the Arrangement Agreement have been satisfied or waived by the applicable parties, (ii) the Plan of Arrangement has received the necessary approval of the directors and shareholders of the Transferor, Yooma and any other applicable party; (iii) the Plan of Arrangement has received the approval of a court of competent jurisdiction; and (iv) the Arrangement

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Agreement, the Plan of Arrangement and this Agreement have received any necessary approvals from the TSX Venture Exchange, the Canadian Securities Exchange and any other regulatory body or other governmental authority with jurisdiction over such matters.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of the Transferor — The Transferor represents and warrants to the Transferee that:

- (a) The Transferor is a validly organized Ontario corporation formed under the *Business Corporations Act* (Ontario) and is not a non-resident of Canada within the meaning of the ITA;
- (b) the Transferred Assets are legally and beneficially owned by the Transferor, with good and marketable title, free and clear of all mortgages, charges, liens, pledges, security interests or other encumbrances;
- (c) on the Closing Date, all necessary or desirable actions and steps shall have been taken to approve or authorize, validly and effectively, the transfer of the Transferred Assets and Assumed Liabilities to the Transferee and the execution and delivery of this Agreement and any other agreements and documents contemplated by this Agreement;
- (d) no Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, for the purchase from the Transferor of any of the Transferred Assets;
- (e) the entering into of this Agreement and the completion of the transactions contemplated by this Agreement will not result in any violation of the terms and provisions of any instrument or agreement, written or oral, that the Transferor is a party to or by which it is bound; and
- (f) this Agreement has been duly executed and delivered by the Transferor and is a valid and binding obligation of the Transferor enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

3.2 Representations and Warranties of the Transferee — The Transferee represents and warrants to the Transferor that:

- (a) The Transferee is a validly organized Ontario corporation formed under the *Business Corporations Act* (Ontario) and is not a non-resident of Canada within the meaning of the ITA;
- (b) on the Closing Date, all necessary or desirable actions and steps shall have been taken to approve or authorize, validly and effectively, the transfer of the Transferred Assets, the assumption of the Assumed Liabilities, the issuance of the Share Consideration to the

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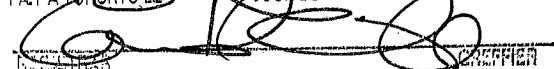
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Transferor, and the execution and delivery of this Agreement and any other agreements and documents contemplated by this Agreement;

- (c) the entering into of this Agreement and the completion of the transactions contemplated by this Agreement will not result in any violation of the terms and provisions of any instrument or agreement, written or oral, that the Transferee is a party to or by which it is bound;
- (d) this Agreement has been duly executed and delivered by the Transferee and is a valid and binding obligation of the Transferee enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction; and
- (e) the Transferee hereby acknowledges and agrees that, except for the representations and warranties set out in Section 3.1, the Transferred Assets are being sold and purchased on an "as-is, where-is" basis as of the Effective Time;

**ARTICLE 4
TAXES**

4.1 **Taxes** — Each Party shall be responsible for its own taxes of any nature or kind whatsoever, together with any interest, fees or penalties payable in respect of such taxes, arising out of the transactions contemplated by this Agreement.

4.2 **Effective Time** — Subject to the terms and conditions of this Agreement, the transfer of the Transferred Assets and the assumption of the Assumed Liabilities shall be deemed to take place at the Effective Time. Where requested by one of the Parties, the Parties shall file an election under Section 256(9) of the ITA to give effect to such Effective Time.

**ARTICLE 5
POST-CLOSING**

5.1 **Proceeds & Realizations on Transferred Assets** — If, after the Effective Time, the Transferor receives any proceeds, realizations or other property in respect of or traceable to the Transferred Assets it will hold such property in trust for the Transferee and, as soon as reasonably practicable, take commercially reasonable steps to transfer such property to the Transferee.

5.2 **Indemnification** — The Transferee shall indemnify and save harmless the Transferor, its directors, officers, employees, agents and representatives from and against any losses, liabilities, damages or out-of-pocket expenses (including reasonably legal fees and expenses) which it may suffer or incur as a result of, in respect of, connected with, or arising out of, the Transferred Assets or the Assumed Liabilities on or after the Effective Time, including for greater certainty any expenses reasonably incurred by the Transferor under Section 5.1.

**ARTICLE 6
GENERAL**

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6.1 **Survival of Representations** – The representations of the Parties in this Agreement shall not survive the closing of the Transaction and shall expire and be terminated on the Effective Time.

6.2 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties to this Agreement and their respective successors and assigns.

6.3 **Entire Agreement** – This Agreement, and any documents or instruments delivered pursuant to or in connection with the terms of this Agreement, constitute the entire agreement between the Parties relating to the subject matter hereof. Except as otherwise specifically set forth in this Agreement, the Parties do not make any representation, warranty or condition express or implied, statutory or otherwise to one another. This agreement may not be amended or modified except by written instrument executed by both parties.

6.4 **Waiver** – No provision of this Agreement shall be deemed waived by a course of conduct, including the transfer of the Transferred Assets or the assumption of the Assumed Liabilities, unless such waiver is in writing signed by the party purporting to waive such provision, and stating specifically that it is intended to modify this Agreement.

6.5 **Governing Law** – This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties irrevocably attorn to the jurisdiction of the courts of such province.

6.6 **Time of the Essence** – Time shall be in all respects of the essence in this Agreement.

6.7 **Further Assurances** – Each of the Parties agree to do any and all further acts and to deliver any and all further assurances, whether before or after the Closing Date, including, without limitation, any conveyance, bill of sale, deed, transfer, assignment or other instrument in writing, as may, in the opinion of any of them, be necessary or desirable to give effect to the matters provided for and contemplated by this Agreement and to take all such other action as may be required or desirable to more effectually and completely vest the Transferred Assets in the Transferee for the purpose of registration, to issue the Share Consideration to the Transferor or to otherwise carry out the purpose and intent of this Agreement.

6.8 **Counterparts** – This Agreement may be executed in counterparts, each of which shall constitute an original and both of which shall constitute one and the same instrument.

[Signatures follow on next page.]

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THIS TRANSFER AGREEMENT is dated as of the date first set forth above.

GLOBALIVE TECHNOLOGY INC.

Per: _____
Name:
Title:

I have authority to bind the Company.

GT HOLDINGS CORP.

Per: _____
Name:
Title:

I have authority to bind the Company.

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[Signature page to Transfer Agreement (Legacy Asset Spin-Out)]

SCHEDULE A

INVESTEES COMPANIES

The Investee Companies include the following:

Present/Former Subsidiaries:

1. Globalive Exchange Services Inc.
2. Globalive Exchange Services (UK) Ltd.
3. Neighbor Billing Inc.

Present/Former Investees:

1. 2629331 Ontario Inc.
2. Acorn Biolabs Inc.
3. Business Instincts Group Inc.
4. CDL Blockchain-AI Fund Investees:
5. Civic Resource Group Exchange, Inc.
6. Civic Resource Group International Inc.
7. CryptoStar Inc.
8. Eigen Innovations Inc.
9. FastForward Innovations Limited
10. Flexifi Financial Inc.
11. FLX Holding Corp.
12. FutureVault Inc.
13. Globalive BIG Dev Inc.
14. HyperBlock Inc.
15. Kognitiv Corporation
16. Mantle Technology Inc.
17. Pitchpoint Solutions Inc.
18. Timeplay Inc.
19. TouchBistro Inc.
20. VIDL News Corp.
21. WENN Digital Inc. (Kodak Coin)

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SCHEDULE B

TRANSFERRED ASSETS

The Transferred Assets include the following:


<u>Transferred Assets</u>
Globalive Exchange Services (UK) Ltd. 1. 1 Ordinary Share (100%)
Neighbor Billing Inc. 2. 50 Common Shares (100%) 3. Rights and obligations under the following agreements: a. Shareholder Agreement in respect of Neighbor Billing Inc. between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated September 13, 2018; b. Software Development and License Agreement between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated September 13, 2018; c. Termination Agreement between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated June 4, 2019; d. Mutual Release between Globalive Technology Inc., Neighbor Billing Inc. and Sponsor Energy Inc. dated June 4, 2019.
2629331 Ontario Inc. 1. Senior Secured Convertible Debentures in the principal amount of \$7,500,000 dated May 1, 2018. 2. Rights and obligations under the following agreements: a. Intercreditor and Collateral Agency Agreement appointing 2630313 Ontario Inc. as collateral agent of the holders of the Senior and Junior Debentures of 2629331 Ontario Inc. dated May 1, 2018; b. Debenture Purchase Agreement between Globalive Technology and JJR Private Capital II Limited Partnership dated October 18, 2018; c. Debenture Purchase Agreements between Globalive Technology Inc. and each of the following parties dated November 11, 2018: i. 0916855 BC Ltd. ii. Domenica Fiore Corporation iii. LG Family Office LLC iv. Quilet Cove Investment Corp. d. Letter Agreement between Globalive Technology Inc. and JJR Private Capital II Limited Partnership dated November 11, 2019. e. General Security Agreement between 2629331 Ontario Inc. and Globalive Technology Inc. dated February 22, 2019.

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<p>f. Pledge Agreement between 2629331 Ontario Inc. and Globalive Technology Inc. dated February 22, 2019.</p>
<p>Acorn Biolabs Inc.</p> <ol style="list-style-type: none">1. 9,399,908 Seed Preferred Series 2 Shares2. SAFE (Simple Agreement for Future Equity) for \$100,000 dated November 29, 2019.
<p>Business Instincts Group Inc.</p> <ol style="list-style-type: none">1. Debenture in the principal amount of \$1,250,000 dated August 1, 2019.2. Rights and obligations under the following agreements:<ol style="list-style-type: none">a. Unanimous Shareholder Agreement in respect of Globalive BIG Dev Inc. between Globalive Technology Inc., Business Instincts Group Inc., Globaliva BIG Dev Inc. and Globalive BIG Dev (U.S.) Inc. dated May 24, 2018.b. Master Services Agreement between Globalive Technology Inc., Business Instincts Group Inc. and Globalive BIG Dev Inc. dated May 24, 2018.c. Termination Agreement between Globalive Technology Inc., Business Instincts Group Inc. and Globalive BIG Dev Inc. dated August 1, 2019.
<p>CDL Blockchain-AI Fund Investees:</p> <ol style="list-style-type: none">1. SAFEs (Simple Agreements for Future Equity) with the following investees in the following amounts:<ol style="list-style-type: none">a. 10789844 Canada Inc. (The Lake Project) [US\$ 16,666.67]b. 10991759 Canada Inc. (Analytically) [US\$ 8,333.34]c. Big Data Block Inc. [US\$ 8,333.34]d. Blockable Inc. [US\$ 16,666.67]e. Blockardia Technologies Inc. [US\$ 8,333.34]f. Bountey Inc. [US\$ 16,666.67]g. Carbon-Block, Inc. [US\$ 16,666.67]h. Consumer Ledger, Inc. [US\$ 8,333.34]i. Cuore Platform Inc. [US\$ 16,666.67]j. DataX Research Inc. [US\$ 8,333.34]k. DVR Enerjee Technologies Inc. [US\$ 8,333.34]l. Glossifi Inc. [US\$ 8,333.34]m. Govrn Inc. [US\$ 8,333.34]n. Grassland Inc. [US\$ 16,666.67]o. Humanitl Inc. [US\$ 8,333.34]p. Lagatos Inc. [US\$ 16,666.67]q. Loop Network Inc. [US\$ 8,333.34]r. Ontab Inc. [US\$ 8,333.34]s. Poket Inc. [US\$ 16,666.67]t. SDLT Solutions Inc. [US\$ 16,666.67]u. Tag Loyalty Inc. [US\$ 16,666.67]v. Tenzorai Inc. [US\$ 8,333.34]

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<p>2. 19,1654 Class Seed Series SAFE Preferred Shares of Consillum Crypto Inc;</p> <p>3. Rights and obligations under any shareholder agreement for Consillum Crypto Inc.</p>
<p>Civic Resource Group Exchange, Inc.</p> <p>1. 354,217 Preferred Exchangeable Shares</p> <p>2. Rights and obligations under any shareholder agreement for Civic Resource Group Exchange, Inc.</p>
<p>Civic Resource Group International Inc.</p> <p>1. 137,732 Common Shares</p> <p>2. 214,873 Series A-1 Preferred Shares</p> <p>3. 348,783 Series A-2 Preferred Shares</p> <p>4. Warrant for 89,123 Series A-2 Preferred Shares</p> <p>5. Convertible Promissory Note in the principal amount of US\$ 235,000 dated January 10, 2020</p> <p>6. Convertible Promissory Note in the principal amount of US\$ 250,000 dated March 2020</p> <p>7. Rights and obligations under the following agreements:</p> <ul style="list-style-type: none">a. Mutual Confidentiality Agreement between Globalive Technology Inc. and Civic Resource Group International, Inc. dated February 7, 2018.b. Rights and obligations under any shareholder agreement for Civic Resource Group International Inc.
<p>Eigen Innovations Inc.</p> <p>1. 578,795 Common Shares</p> <p>2. 967,118 Series A Preferred Shares</p> <p>3. Rights and obligations under the following agreements:</p> <ul style="list-style-type: none">a. Rights and obligations under any shareholder agreement for Eigen Innovations Inc.
<p>Flexiti Financial Inc.</p> <p>1. 1,250 Class A Shares</p> <p>2. Rights and obligations under the following agreements:</p> <ul style="list-style-type: none">a. Lock-up Agreement in support of a plan of arrangement for Flexiti Financial Inc.
<p>FLX Holding Corp.</p> <p>1. 448,218 Class A Common Shares</p> <p>2. 109,155 Class B Common Shares</p> <p>3. 357,143 Class D Common Shares</p> <p>4. 20,651,784 Series 2 Class B Preferred Shares</p> <p>5. Warrants for 120,000 Class D Common Shares</p> <p>6. Rights and obligations under the following agreements:</p> <ul style="list-style-type: none">a. Fifth Amendment to the Unanimous Shareholder Agreement in respect of FLX Holding Corp.

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FEB 09 2021

DATED AT TORONTO THIS
FAIT A TORONTO LE

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Conrad Diamante

<p>b. Lock-up Agreement in support of a plan of arrangement for FLX Holding Corp.</p>
<p>FutureVault Inc.</p> <ol style="list-style-type: none"> 1. 1,111,112 Common Shares 2. Rights and obligations under the following agreements: <ol style="list-style-type: none"> a. Any shareholder agreement for FutureVault Inc.
<p>HyperBlock Inc.</p> <ol style="list-style-type: none"> 1. Rights and obligations under the following agreements: <ol style="list-style-type: none"> a. Mining-as-a-Service Joint Venture Agreement between Globalive Technology Inc. and HyperBlock Inc. dated June 11, 2018 (as amended July 11, 2018). b. Asset Purchase Agreement between Globalive Technology Inc. and HyperBlock Inc. dated April 16, 2019.
<p>Kognitiv Corporation</p> <ol style="list-style-type: none"> 1. 14,789 Common Shares 2. Rights and obligations under the following agreements: <ol style="list-style-type: none"> a. Any shareholder agreement for Kognitiv Corporation.
<p>Mantle Technology Inc.</p> <ol style="list-style-type: none"> 1. 1,000,000 Class A Shares 2. Rights and obligations under the following agreements: <ol style="list-style-type: none"> a. Agreement between Globalive Technology Partners Inc. and Mantle Technology Inc. dated February 14, 2018. b. Any shareholder agreement for Mantle Technology Inc.
<p>Pitchpoint Solutions Inc.</p> <ol style="list-style-type: none"> 1. 811,557 Common Shares 2. Series I Secured Promissory Note in the principal amount of \$100,000 dated 2019 3. Warrants for 100,000 Common Shares 4. Rights and obligations under the following agreements: <ol style="list-style-type: none"> a. Any shareholder agreement for Kognitiv Corporation.
<p>Timeplay Inc.</p> <ol style="list-style-type: none"> 1. 36,527 Common Shares 2. Warrants for 27,556 Common Shares 3. 898,760 Series A Preferred Shares 4. Rights and obligations under the following agreements: <ol style="list-style-type: none"> a. Non-Disclosure Agreement between Globalive Technology Inc. and Timeplay Inc. dated March 17, 2020. b. Any shareholder agreement for Timeplay Inc.
<p>Ryde GmbH (f/k/a WENN Digital Inc.)</p> <ol style="list-style-type: none"> 1. SAFT (Simple Agreement for Future Tokens) for \$250,000 Kodak Tokens


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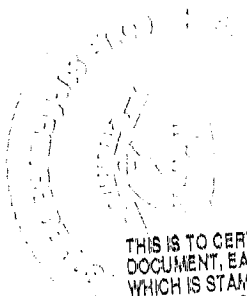
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SCHEDULE C

ASSUMED LIABILITIES

The Assumed Liabilities include the following, which are valued at \$[●] in aggregate as at the Effective Time:

1. Any obligations of the Transferor under or in respect of any of the Transferred Assets described in Schedule B.

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IN THE MATTER OF AN APPLICATION UNDER SECTION 182, BUSINESS
CORPORATIONS ACT, R.S.O. 1990, c. B.16, AS AMENDED

GLOBALIVE TECHNOLOGY INC. et al
Applicants

Court File No.: CV-20-00653 176-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

FINAL ORDER

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