

## FURTHER AMENDED AND RESTATED LICENSE AGREEMENT

This License Agreement (the “**Agreement**”) is made this 31st day of October, 2018 (the “**Effective Date**”)

BETWEEN:

**GLANCE PAY INC.**, a company incorporated under the laws of British Columbia, Canada, with a head office at Suite 400 — 200 Granville Street, Vancouver, BC V6C 1S4

(“**Licensor**”)

AND:

**THE YIELD GROWTH CORP.** (formerly Cannapay Financial Inc.), a company incorporated under the laws of British Columbia, Canada, with a registered address at Suite 200 — 1238 Homer Street, Vancouver, BC V6B 2Y5

(“**Licensee**”)

(each a “**Party**”, together, the “**Parties**”)

**WHEREAS:**

- A. The Parties are party to a license agreement effective May 29, 2017, which was amended and restated as of May 31, 2017 (“**License Agreement**”), under which Licensor licensed certain intellectual property to Licensee and agreed to perform certain services, all in exchange for various types of cash and share consideration.
- B. Licensee subsequently granted a sublicense (“**Sublicense**”) of the Licensed Patents to Loop Insights Inc., a company having an office at 1021 West Hastings Street, Vancouver, BC V6E 0C3 (“**Loop**”).
- C. Licensee and Loop have agreed to terminate the Sublicense. The Parties wish to again amend the License Agreement to account for changes in the business environment, such as the termination of the Sublicense, since the License Agreement was first amended and restated. More particularly, the Parties wish to reduce the scope of the intellectual property licensed by Licensee and eliminate Licensor’s obligation to provide any services; the Parties accordingly wish to reduce the number of Licensee’s shares that Licensor holds.
- D. This Agreement accordingly amends, restates and replaces the License Agreement that was amended and restated as of May 31, 2017, between the Parties in order to reflect the occurrence of certain events that have transpired since the date thereof.

NOW THEREFORE, in consideration of the premises and the faithful performance of the covenants herein contained it is agreed as follows.

### 1. DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

- 1.1 “**Field of Use**” means the marijuana financial technology industry;
- 1.2 “**License**” has the meaning ascribed thereto in Section 2.1; and

- 1.3 **“Licensed Patents”** means the patents and patent applications listed in Schedule A attached to this Agreement which are owned by the Licensor, including any renewal, division, continuation, continued prosecution application or continuation-in-part of any such patents and applications, any and all patents or certificates of invention issuing thereon, and any and all reissues, re-examinations, extensions, divisions, renewals, substitutions, confirmations, registrations, revalidations, revisions, supplementary protection certificates and additions of or to any of the foregoing, and any foreign counterparts of any of the foregoing.

## 2. GRANT OF LICENSE

- 2.1 Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-exclusive license to use the Licensed Patents in the Field of Use, without the right to sublicense (this license is the **“License”**).
- 2.2 For greater certainty:
- (a) Licensor retains the right to continue to use the Licensed Patents in any way for any purpose, and retains ownership of the Licensed Patents.
  - (b) Licensor is under no obligation to provide any services to Licensee, nor to deliver or make available any of Licensor’s technology, such as any computer program source code owned or controlled by Licensor, to Licensee.
  - (c) Licensee has no right to prosecute or commence any action for infringement of the Licensed Patents.

## 3. CONSIDERATION

- 3.1 Reduction in Share Entitlement. Licensor will reduce its entitlement to shares in Licensee from 20.9 million shares to 9 million shares, and will surrender 11.9 million shares to Licensee for cancellation.
- 3.2 Issuance of Warrants. Licensee will issue Licensor warrants to purchase 6 million common shares of Licensee with standard commercial terms and with an exercise price per unit or common share of the Licensee and expiry time of either: (A) if the Licensee conducts an initial public offering, the price per unit, or if there is no unit, price per common share, on the initial public offering of Licensee for a 5-year term starting on the date of that initial public offering; or (B) if the Licensee lists on exchange by completing a reverse takeover transaction, at the deemed price per common share of the Licensee in the reverse takeover transaction with a 5-year term starting on the date of the completion of the reverse takeover transaction.

## 4. TERMINATION

- 4.1 Termination by Either Party. Either Party may terminate the License granted by this Agreement by:
- (a) release of a judgment by a court of competent jurisdiction that the other Party is bankrupt or insolvent;
  - (b) the filing by the other Party of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or affairs under any law or governmental regulation relating to bankruptcy or insolvency; or

(c) the appointment of a receiver of the business or for all or substantially all of the property of the other Party or the making by the other Party of assignment or an attempted assignment for the benefit of its creditors or the institution by the other Party of any proceedings for the liquidation or winding up of its business or affairs.

4.2 Automatic Termination. This Agreement and the License will automatically terminate at the end of May 29, 2021, unless terminated earlier in accordance with this Agreement or by agreement of the Parties.

## 5. MISCELLANEOUS

5.1 Further Assurances. The Parties shall execute such further and other documents and do such further and other things as may be necessary to carry out and give effect to the intent of this Agreement.

5.2 Interpretation of certain terms. In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice-versa, words importing gender include all genders and the word "including" is not limiting (whether or not non-limiting language is used with reference thereto).

5.3 Sections and Headings. The division of this Agreement into sections, subsections and paragraphs and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular section, subsection, paragraph or schedule refers to the section, subsection, paragraph or schedule to this Agreement.

5.4 Enurement and Assignment. This Agreement shall enure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns. Neither Licensor nor Licensee may assign or transfer its rights and obligations under this Agreement without the prior written consent of the other Party.

5.5 Entire Agreement. The provisions of this Agreement constitute the entire agreement between the Parties with respect to the subject matter contained herein and supersedes all previous communications, representations and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement. Without limiting the foregoing, the Parties acknowledge and agree that this Agreement amends and restates the License Agreement effective May 29, 2017, which was first amended and restated as of May 31, 2017, in its entirety as of the Effective Date. For the avoidance of doubt, (i) the License Agreement as amended and restated as of May 31, 2017, governs the rights and obligations of the Parties between May 31, 2017, and the Effective Date; and (ii) this Agreement governs the rights and obligations as of and from the Effective Date.

5.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the Parties irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia to adjudicate all matters arising hereunder.

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5.7 Counterparts. This Agreement may be executed in counterparts and by facsimile, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

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

**GLANCE PAY INC.**

**THE YIELD GROWTH CORP.**

By: s/"Desmond Griffin"

By: s/"Penny Green"

Name: Desmond Griffin

Name: Penny Green

Title: Chief Executive Officer

Title: Chief Executive Officer & President

**SCHEDULE A  
LICENSED PATENTS**

<b>Patent Description</b>	<b>Patent No. or Application No.</b>	<b>Date of Patent Application</b>	<b>Owner / Applicant</b>	<b>Jurisdiction</b>
Wireless Systems and Methods for Bill Payment	15471303	March 28, 2017	Glance Pay Inc.	United States
Wireless Systems and Methods for Bill Payment	2,962,884	March 30, 2017	Glance Pay Inc.	Canada
Wireless Systems and Methods for Bill Payment Using Short Distance Positioning Systems	62472288	March 16, 2017	Glance Pay Inc.	United States