AMALGAMATION AGREEMENT

among

LOBO GENETICS INC.

and

ENTHEON BIOMEDICAL CORP.

And

13089363 Canada Inc.

June 15, 2021

AMALGAMATION AGREEMENT

THIS AGREEMENT is made effective June 15, 2021,

AMONG:

ENTHEON BIOMEDICAL CORP., a company incorporated under the federal laws of Canada with an office at 211 – 3030 Lincoln Avenue, Coquitlam, British Columbia, V3B 6B4

("**Entheon**")

AND:

LOBO GENETICS INC., a company incorporated under the federal laws of Canada with an office at 5288 General Road, Unit 8, Mississauga, ON L4W

("**Lobo**")

AND:

13089363 CANADA INC., a company incorporated under the laws of Canada with an office at 10th Floor, 595 Howe Street, Vancouver, British Columbia V6C 2T5;
("**Subco**")

WHEREAS:

A. Subco is a newly incorporated, wholly-owned subsidiary of Entheon;

B. It is intended that Lobo and Subco will amalgamate under the provisions of the CBCA (as defined herein) (the "**Amalgamation**") and the terms and conditions of this Agreement to form one corporation, which will continue under the name "Lobo Genetics Inc." ("**Amalco**");

C. Entheon and each of the directors and officers of Lobo have entered into the Voting Support Agreements (as defined herein), pursuant to which, among other things, such directors and officers of Lobo agree, subject to the terms and conditions thereof, to vote the Lobo Shares (as defined herein) held by them in favour of the Amalgamation Resolution (as defined herein); and

D. Upon the Amalgamation Effective Date (as defined herein), among other things, the outstanding common shares of Lobo will be exchanged for common shares of Entheon in accordance with the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. **INTERPRETATION**

1.1 **Defined Terms** – The following terms have the following meanings in this Agreement:

(a) "**Agreement**" means this amalgamation agreement among Entheon, Lobo and Subco dated as of the date hereof;

(b) "**Amalco**" has the meaning set forth in the recitals above;

(c) "**Amalco Shares**" means the common shares in the capital of Amalco;

(d) "**Articles of Amalgamation**" has the meaning set forth in Section 2.2(h);

(e) "**Amalgamation Effective Date**" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;

(f) **"Amalgamation Resolution**" means the special resolution passed by the Lobo Shareholders, approving the Amalgamation and to adopt this Amalgamation Agreement pursuant to subsection 183(5) of the CBCA;

(g) "**Applicable Laws**" means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby or the Parties to this Agreement;

(h) "**BCICAC**" means the British Columbia International Commercial Arbitration Centre and includes any entity which replaces the BCICAC or which substantially succeeds to its powers or functions;

(i) "**Business Day**" means any day except Saturday, Sunday or a statutory holiday in Vancouver, British Columbia, Canada;

(j) "**Capital Event**" means any event that occurs from the date of this Agreement and prior to the Closing Date involving: (i) a subdivision or capital reorganization of Entheon's shares into a greater number of shares; or (ii) any aggregate increase in the number of issued and outstanding Entheon shares that exceeds 30% of the current share capitalization of Entheon as set forth in Section 5.1(d);

(k) "**CBCA**" means the *Canada Business Corporations Act*;

(l) "**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by Corporations Canada in respect of the Amalgamation in accordance with subsection 262 of the CBCA;

(m) "**Closing**" means the closing of the Transaction;

(n) "**Closing Date**" means the closing date of the Transaction, which is to occur within 5 business days after the date on which the Lobo Shareholders approve the Amalgamation Resolution, or such other date as mutually agreed by Lobo and Entheon;

(o) "**Closing Share**" has the meaning set forth in Section 2.11(a);

(p) "**Constating Documents**" means as to each of the Parties, as applicable, its certificate of incorporation, notice of articles, by-laws and articles as in effect as of the date of this Agreement;

(q) "**CSE**" means the Canadian Securities Exchange;

(r) "**Entheon**" has the meaning set forth in the recitals above;

(s) "**Entheon Disclosure Record**" means all press releases, material change reports, material contracts, management proxy circulars, financial statements, management's discussion & analyses, prospectuses and all other documents required by Applicable Laws to be filed by or on behalf of Entheon prior to the date of this Agreement;

(t) "**Entheon Shares**" means the common shares in the capital of Entheon;

(u) "**Exchange Ratio**" has the meaning set forth in Section 2.11(a);

(v) "**Governmental Authority**" means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity, and includes but is not limited to health and medical regulatory authorities;

(w) "**Intellectual Property Rights**" means any and all intellectual property rights and similar proprietary rights throughout the world relating to psychedelics, including all (i) patents and patent applications of any type, and all inventions disclosed in the foregoing, (ii) industrial designs, (iii) trade-marks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, and all goodwill associated with the foregoing, (iv) copyrights, including all derivative works, moral rights, renewals, extensions or reversions associated with such copyrights, regardless of the medium of fixation or means of expression, (v) Trade Secrets (vi) registrations and applications for registration of any of the foregoing, (vii) rights to sue and recover damages for past, present and future infringements, misappropriations and other violations of any of the foregoing, (viii) rights to collect income and royalties from any of the foregoing, and (ix) proprietary data;

(x) "**Liquidity Event**" means a transaction or series of transactions that result in any of the following:

(i) an initial public offering resulting in the Lobo Shares or other securities of Lobo being listed for trading on a Recognized Stock Exchange and Lobo becoming a "reporting issuer" (as that term or its equivalent is defined in applicable securities legislation) in any jurisdiction of Canada (or the equivalent in any other jurisdiction); or

(ii) an amalgamation, arrangement, merger, reverse takeover, reorganization or other similar transaction of Lobo with or into any other person (provided that the other person is not an affiliate of Lobo) whereby all of the issued and outstanding Lobo Shares are sold, transferred or exchanged for securities of the resulting issuer of such transaction or series of transactions, and which

results in all of the Lobo Shares (or the equity securities of such resulting issuer) being listed on a Recognized Stock Exchange and not being not subject to any restricted period or hold period under applicable securities laws in Canada or any other jurisdiction (other than in respect of resales by control persons or any escrow requirements of an applicable stock exchange)

(y) "**Lobo**" has the meaning set forth in the recitals above;

(z) "**Lobo Intellectual Property Rights**" means all Intellectual Property Rights owned or purported to be owned by Lobo;

(aa) "**Lobo Meeting**" means, if necessary, the special meeting of the Lobo Shareholders to be held to approve, inter alia, the Amalgamation Resolution and such other matters as the parties may determine, and any and all adjournments or postponements of such meeting;

(bb) "**Lobo Outstanding Convertible Securities List**" has the meaning set forth in Section 5.2(i);

(cc) "**Lobo Products**" means any of the healthcare technology products being researched, developed, manufactured or sold by Lobo, including genetic testing kits, detection devices, direct to consumer genetic testing services and other software services related to the cannabis and psychedelics industries;

(dd) "**Lobo Shareholders**" means, at any time, the holders of the Lobo Shares;

(ee) "**Lobo Shares**" means all of the issued and outstanding common shares in the capital of Lobo;

(ff) "**Lobo Trade Secrets**" has the meaning set forth in 5.2(q)(x);

(gg) "**Material Adverse Change**" means, with respect to a Party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization, or financial conditions of a Party and its subsidiaries, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) conditions affecting, in the case of the Entheon, the psychedelic industry, or, in the case of the Lobo, the direct to consumer genetic testing industry, as a whole in North America, and not specifically relating to the Party and/or its subsidiaries, including changes in laws (including tax laws); or (ii) any natural or biological disaster, including an escalation in the severity of the COVID-19 pandemic, where the Parties are located, provided such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies;

(hh) "**Material Contract**" means the contracts listed in Section 5.2(h) in the Schedule of Exceptions attached hereto as Schedule "A" (the "**Schedule of Exceptions**");

(ii) "**Outstanding Lobo Options**" has the meaning set forth in Section 4.2(b);

(jj) "**Parties**" means each of Entheon, Lobo and the Lobo Shareholders and "**Party**" means each one of them, as applicable;

(kk) "**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;

(ll) "**Recognized Stock Exchange**" means the Toronto Stock Exchange, TSX Venture Exchange, Canadian Securities Exchange, New York Stock Exchange, NASDAQ Global Select Market, NASDAQ Global Market or Main Market of the London Stock Exchange, with any of their respective successors;

(mm) "**Replacement Option Certificate**" has the meaning set forth in Section 2.1;

(nn) "**Replacement Options**" has the meaning set forth in Section 2.1;

(oo) "**Replacement Warrant Certificate**" has the meaning set forth in Section 2.2;

(pp) "**Replacement Warrants**" has the meaning set forth in Section 2.2;

(qq) "**Security Interest**" includes a mortgage, debenture, charge, encumbrance, lien, pledge, assignment or deposit by way of security, bill of sale, lease, hypothecation, hire purchase, credit sale, agreement for sale on deferred terms, caveat, claim, covenant, interest or power in or over an interest in an asset and any agreement or commitment to give or create any such security interest or preferential ranking to a creditor including set off;

(rr) "**Tax Act**" means the *Income Tax Act* (Canada), and the regulations promulgated thereunder, as amended from time to time;

(ss) "**Time of Closing**" means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as Entheon and Lobo may agree;

(tt) "**Third Party IP Rights**" means any and all Intellectual Property Rights and similar proprietary rights throughout the world of any Person other than Lobo, including all (i) patents and patent applications of any type, and all inventions disclosed in the foregoing, (ii) industrial designs, (iii) trade-marks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, and all goodwill associated with the foregoing, (iv) copyrights, including all derivative works, moral rights, renewals, extensions or reversions associated with such copyrights, regardless of the medium of fixation or means of expression, (v) Trade Secrets (vi) registrations and applications for registration of any of the foregoing, (vii) rights to sue and recover damages for past, present and future infringements, misappropriations and other violations of any of the foregoing, (viii) rights to collect income and royalties from any of the foregoing, and (ix) proprietary data;

(uu) "**Trade Secrets**" means any know-how, trade secrets and other proprietary or confidential information;

(vv) "**Transaction**" means the proposed transaction to combine the business operations and assets of Entheon and Lobo; and

(ww) "**Voting Support Agreement**" has the meaning set out in Section 2.14.

1.2 **Schedules –** The following schedule attached hereto constitutes a part of this Agreement:

Schedule "A" – Schedule of Exceptions
Schedule "B" – Form of Voting Support Agreement
Schedule "C" – Form of Articles of Amalgamation
Schedule "D" – Form of By-laws
Schedule "E" – Form of Advisory Agreement
Schedule "F" – Lobo Shareholder List
Schedule "G" – List of Lobo Outstanding Convertible Securities

1.3 **Headings –** The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

1.4 **Interpretation –** Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

1.5 **Knowledge –** Whenever in this Agreement a representation and warranty is qualified by the statement "to the best knowledge" of a Party or any similar statement, that statement shall mean to the best knowledge of each Party's CFO and CEO, after having made due and reasonable enquiries and investigations.

2. THE TRANSACTION

2.1 **Amalgamation** – Lobo, Subco, and Entheon will effect the Amalgamation on the terms and subject to the conditions contained in this Agreement.

2.2 **Effect of Amalgamation** – Following approval of the Amalgamation Resolution, on the Amalgamation Effective Date and in consequence of the Amalgamation:

(a) Lobo and Subco shall be amalgamated and continue as one corporation;

(b) each of Lobo and Subco shall cease to exist as entities separate from Amalco;

(c) all of the property of each of Subco and Lobo shall continue to be the property of Amalco;

(d) Amalco shall continue to be liable for all of the liabilities and the obligations of each of Subco and Lobo;

(e) an existing cause of action, claim or liability to prosecution of Subco or Lobo is unaffected;

(f) a civil, criminal or administrative action or proceeding pending by or against Lobo or Subco may be continued to be prosecuted by or against the Amalco;

(g) a conviction against, or ruling, order or judgment in favour of or against Lobo or Subco may be enforced by or against the Amalco;

(h) the articles of amalgamation that will be filed with Corporations Canada under subsection 185 of the CBCA in order to give effect to the Amalgamation and attached hereto as Schedule "C" shall be the Articles of Amalgamation of Amalco (the "**Articles of Amalgamation**");

(i) the Certificate of Amalgamation shall be the certificate of incorporation of Amalco;

(j) the by-laws attached hereto as Schedule "D" shall be the by-laws of Amalco;

(k) Amalco will be a wholly-owned subsidiary of Entheon; and

(l) all of the shareholders who owned shares of Lobo or Subco immediately before the Amalgamation shall receive shares on the basis as set out in this Agreement.

2.3 **Name** – The name of Amalco shall be "Lobo Genetics Inc." or such other name as agreed to by the Parties.

2.4 **Registered Office –** The registered office of Amalco shall be 10th Floor, 595 Howe Street, Vancouver, British Columbia V6C 2T5.

2.5 **Authorized Capital and Restriction on Share Transfers** – The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, which shall have the rights, privileges, restrictions and conditions set out in the Articles of Amalgamation. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles of Amalgamation.

2.6 **Fiscal Year –** The fiscal year end of Amalco shall be February 28 of each calendar year.

2.7 **Business** – There shall be no restriction on the business which Amalco is authorized to carry on.

2.8 **Directors**- The board of directors of the Amalco shall consist of a minimum of 1 director and a maximum of 10 directors, until changed in accordance with the CBCA;

2.9 **Initial Directors** – The first director of Amalco shall be Timothy Ko and such director shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

2.10 **Completion of the Amalgamation** – Upon the satisfaction or waiver of the conditions herein contained in favour of each Party, Lobo and Subco shall immediately file the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Amalgamation Effective Date.

2.11 **Exchange of Shares and Warrants** – Effective on the Amalgamation Effective Date and in consequence of the Amalgamation:

(a) each Lobo Shareholder will receive approximately 0.072 (the "**Exchange Ratio**") of an Entheon Share (each, a "**Closing Share**") in exchange for every one Lobo Share held by

such holder immediately prior to the Amalgamation Effective Date for an aggregate of 5,000,000 Closing Shares issued to the Lobo Shareholders, and the Lobo Shares will be cancelled;

(b) If a Capital Event occurs from the date of this Agreement and prior to the Closing Date, then the Exchange Ratio and aggregate number of Closing Shares to be issued to the Lobo Shareholders pursuant to Section 2.11(a) shall be proportionally increased to account for the increase in Entheon's share capitalization resulting from such Capital Event;

(c) each Lobo Shareholder's allotment of Closing Shares will be subject to a 12 month escrow period (the "**Escrow Restriction**"), and such share certificates or direct registration statements representing the Closing Shares will be legended, in accordance with the following release schedule:

(i) 25% of the Closing Shares to be released on the Closing Date;

(ii) 25% of the Closing Shares to be released on the date that is four months after the Closing Date;

(iii) 25% of the Closing Shares to be released on the date that is eight months after the Closing Date;

(iv) 25% of the Closing Shares to be released on the date that is twelve months after the Closing Date; and

Upon their release on the Closing Date or from the Escrow Restriction, as applicable, the Closing Shares shall be freely tradeable and the release of the Closing Shares from escrow shall be unconditional;

(d) the Subco Shares will be cancelled and replaced by Amalco Shares on the basis of one Amalco Share for each Subco Share;

(e) Entheon shall add to the stated capital account maintained in respect of the Entheon Shares an amount equal to the paid-up capital for purposes of the Tax Act of the Lobo Shares immediately before the Amalgamation Effective Date;

(f) the aggregate stated capital maintained in respect of the Amalco Shares issued pursuant to the Amalgamation shall be the aggregate of the paid-up capital for the purposes of the Tax Act of the Subco Shares and the Lobo Shares immediately before the Amalgamation Effective Date; and

(g) in consideration for Entheon's issuance of the Closing Shares referenced in Section 2.11(a), Amalco shall issue to Entheon one Amalco Share for each Entheon Share issued by Entheon to Lobo Shareholders under Section 2.11(a).

2.12 **Entheon Guarantee –** Entheon hereby unconditionally and irrevocably guarantees the due and punctual performance by Subco of each and every covenant and obligation of Subco arising under the Amalgamation. Entheon hereby agrees that Lobo shall not have to proceed first against Subco before exercising its rights under this guarantee against Entheon

2.13 **Acknowledgement**s **–** Subject to the Escrow Restriction, Entheon acknowledges and agrees that the Closing Shares issued to the Lobo Shareholders on Closing will be freely tradeable and, aside the Escrow Restriction, will not (i) be subject to any resale restrictions and (ii) contain any legend or legends to that effect.

2.14 **Voting Support –** Lobo will cause each of the directors and officers of Lobo to enter into Voting Support Agreements in the form attached hereto as Schedule "B" (the "**Voting Support Agreements**") on the date hereof; pursuant to which the directors and officers of Lobo will agree to vote their Lobo Shares in favor of any proposal concerning the consummation of this Agreement and the Transaction.

2.1 **Replacement Options –** Concurrently with the closing of the Transaction, each outstanding incentive stock option in the capital of Lobo (the "**Outstanding Lobo Options**") will be converted or exchanged into incentive stock options based on the Exchange Ratio to purchase Entheon Shares (a "**Replacement Option**") with each whole Replacement Option entitling the holder to purchase one Entheon Share at an exercise price of $6.94 per Replacement Option until the expiry date set forth in the applicable certificate representing the Outstanding Lobo Option for which such Replacement Option is exchanged (each, a "**Replacement Option Certificate**"). Entheon hereby covenants to issue the Replacement Options required to be issued in connection with the Transaction or to cause the certificates representing the Outstanding Lobo Options to represent Replacement Options.

2.2 **Replacement Warrants –** Concurrently with the closing of the Transaction, each outstanding warrant in the capital of Lobo (the "**Outstanding Lobo Warrants**") will be cancelled, converted or exchanged into warrants based on the Exchange Ratio to purchase Entheon Shares (a "**Replacement Warrant**") with each whole Replacement Warrant entitling the holder to purchase one Entheon Share at an exercise price of $13.89 per Replacement Warrant until the expiry date set forth in the applicable certificate representing the Outstanding Lobo Warrant for which such Replacement Warrant is exchanged (each, a "**Replacement Warrant Certificate**"). Entheon hereby covenants to issue the Replacement Warrants required to be issued in connection with the Transaction or to cause the certificates representing the Outstanding Lobo Warrants to represent Replacement Warrants.

3. COVENANTS AND AGREEMENTS

3.1 **Mutual Covenants** –From the date of this Agreement until the earlier of the Amalgamation Effective Date and the termination of this Agreement in accordance with Article 8, except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of the Parties shall:

(a) take, or cause to be taken, all action and to do, or cause to be done, all other things reasonably necessary, proper or advisable under Applicable Laws to complete the Amalgamation;

(b) obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;

(c) effect all necessary registrations, filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Amalgamation;

(d) oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby;

(e) from and including the date of this Agreement through to and including the Time of Closing, do all such acts and things reasonably necessary to ensure that all of the representations and warranties of such Party contained in this Agreement remain true and correct in all material respects and not do any such act or thing that would render any representation or warranty of such Party untrue or incorrect in any material respect; and

(f) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of Entheon or Lobo, as applicable, acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby.

3.2 **Given by Entheon and Subco –** From the date of this Agreement until the earlier of the Amalgamation Effective Date and the termination of this Agreement in accordance with Article 8, except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, Entheon and Subco covenant and agree with Lobo, that Entheon will:

(a) use its best efforts to promptly obtain such approval(s) from the CSE as necessary in connection with completion of the Transaction and the listing of the Closing Shares on the CSE as freely tradeable shares as of the Closing Date; and

(b) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Transaction by the Closing Date, or such other date as may be mutually agreed by the parties hereto, acting reasonably.

3.3 **Given by Lobo** – From the date of this Agreement until the earlier of the Amalgamation Effective Date and the termination of this Agreement in accordance with Article 8, except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, Lobo covenants and agrees with Entheon that Lobo will:

(a) not issue any additional debt, equity or convertible securities in the capital of Lobo, except in connection with the exercise of any convertible securities of Lobo;

(b) not alter or amend its Constating Documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;

(c) not borrow money or incur any indebtedness for money borrowed, other than in the ordinary course of business;

(d) not make loans, advances or other similar payments (other than in relation to costs and expenses incurred for the purposes of completing the Transaction);

(e) not declare or pay any dividends or distribute any of Lobo's properties or assets, except as set forth in Section 5.2(k) of the Schedule of Exceptions;

(f) except as expressly permitted or contemplated herein, not enter into any transaction or material contract not in the ordinary course of business;

(g) conduct its operations according to its ordinary and usual course of business consistent with past practices;

(h) use its reasonable commercial efforts to obtain all necessary approvals as may be required for the performance by Lobo of its obligations under this Agreement;

(i) comply with the terms of this Agreement and faithfully and expeditiously seek to close the Transaction by the Closing Date, or such other date as may be, mutually agreed by the parties hereto, acting reasonably; and

(j) from and including the date of this Agreement through to and including the Time of Closing, except as set out in this Agreement, not reach any agreement or understanding with any other party to issue any securities without the prior written consent of Entheon.

4. CONDITIONS PRECEDENT

4.1 **In favour of all Parties –** The obligations of the Parties to complete the Transaction are subject to the fulfillment of the following conditions at or prior to the Closing:

(a) Lobo shareholders having approved the Transaction and all related matters, including the Amalgamation Resolution;

(b) the amalgamation application to be filed with Corporations Canada, shall be in form and substance satisfactory to Entheon and Lobo, acting reasonably;

(c) receipt of all required regulatory, shareholder and third party approvals and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction, as applicable;

(d) all other consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Authority, the failure of which to obtain or the expiry of which would or could have a Material Adverse Change or materially impede the completion of the Transaction, will have been obtained or received on terms that are reasonably satisfactory to each Party hereto;

(e) Entheon shall have completed such filings with the CSE as are necessary in connection with the completion of the Transaction and the listing of the Closing Shares on the CSE as freely tradeable shares as of the Closing Date;

(f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement; and

(g) this Agreement will not have been terminated pursuant to Article 8 hereof.

4.2 **In favour of Entheon –** Entheon's obligations under this Agreement are subject to the fulfilment of the following conditions at or prior to the Closing:

(a) Lobo not having more than 69,429,417 Lobo Shares issued and outstanding on the Closing Date;

(b) Lobo having no outstanding agreements, options, rights or privileges (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any securities of Lobo, including but not limited to incentive stock options and warrants, except 133,379 Outstanding Lobo Options and up to 652,002 Outstanding Lobo Warrants (the "**Lobo Convertible Securities**");

(c) the Lobo Shareholders and the Lobo board of directors will have given all necessary approvals for the entry into of this Agreement and all transactions to be completed by Lobo, as contemplated hereunder;

(d) Lobo and each of the Lobo Shareholders shall have complied in all material respects with all of their respective covenants and agreements contained in this Agreement;

(e) the representations and warranties contained in this Agreement of Lobo and each of the Lobo Shareholders shall be true in all material respects as if such representations and warranties had been made by Lobo and such Lobo Shareholders as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement);

(f) all consents, waivers and approvals required to be obtained by Lobo from a counter-party to a Material Contract of Lobo required in connection with, or to permit the consummation of, the Amalgamation or any transaction otherwise contemplated hereby, shall have been obtained on terms and conditions satisfactory to Entheon, acting reasonably;

(g) Lobo shall provide Entheon with resignations and releases, in form and substance satisfactory to Entheon, effective on the Closing Date for each director and officer of Lobo who will not continue to act as a director or officer of Amalco, as applicable, following the Closing;

(h) Lobo having no outstanding indebtedness or liabilities, except for any liabilities or indebtedness incurred in the ordinary course, except as set forth in section 5.2(l) of the Schedule of Exceptions;

(i) Lobo being in good standing in respect of all of its material obligations due and owing in respect of all of their Material Contracts;

(j) Lobo will have executed and delivered, at Closing, such customary agreements, certificates, resolutions and other closing documents as may be required by the other Parties, all in form satisfactory to the other Parties, acting reasonably;

(k) John Lem having entered into an advisory agreement with Entheon (the "**Lem Advisory Agreement**") pursuant to which John Lem will serve as advisor for industry affairs for Entheon, in the form set out in Schedule "E" hereto; and

(l) the absence of any Material Adverse Change with respect to Lobo.

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

4.3 **In favour of Lobo –** The obligations of Lobo under this Agreement are subject to the fulfilment of the following conditions:

(a) the directors and shareholders of Entheon and Subco will have adopted all necessary resolutions and all other necessary corporate action will have been taken by Entheon and Subco to permit the consummation of this Agreement and the Transaction;

(b) the Closing Shares issued as consideration for the Lobo Shares are being issued as fully paid and non-assessable common shares in the capital of Entheon free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature;

(c) the shareholders of Entheon, if applicable, and the Entheon board of directors having given all necessary approvals for the entry into of this Agreement and all transactions to be completed by Entheon, as contemplated hereunder;

(d) Entheon shall have complied in all material respects with all of its covenants and agreements contained in this Agreement;

(e) the representations and warranties of Entheon contained in this Agreement shall be true in all material respects as if such representations and warranties had been made by Entheon as of the Time of Closing (with modifications necessary to reflect the transactions contemplated by this Agreement);

(f) Entheon will have executed and delivered, or cause to be executed and delivered, at the closing of the Transaction, such customary agreements, certificates, resolutions and other closing documents as may be required by the other Parties, all in form satisfactory to the other Parties, acting reasonably; and

(g) the absence of any Material Adverse Change with respect to Entheon.

The conditions precedent set forth above are for the exclusive benefit of Lobo and the Lobo Shareholders and may be waived by Lobo (on its own behalf and on behalf of the Lobo Shareholders) in whole or in part on or before the Time of Closing.

4.4 **Consents for Merger –** The obligations of Lobo, Subco and Entheon to obtain the consents referred to in this Article 4 will not survive the completion of the Transaction, and will merge without recourse between the Parties upon such completion.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Concerning Entheon and Subco –** In order to induce Lobo and the Lobo Shareholders to enter into this Agreement and complete their respective obligations hereunder, Entheon and Subco jointly and severally represent and warrant to and covenant with Lobo and the Lobo Shareholders as follows:

(a) **Incorporation and Qualification** – Each of Entheon and Subco is a corporation incorporated and existing under the federal laws of Canada and has the corporate power to own and

operate its property, carry on its business and enter into and perform its obligations under this Agreement.

(b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of Entheon and Subsco and is enforceable against Entheon and Subco in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.

(c) **Corporate Authority** – The execution, delivery and performance by Entheon and Subco of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Entheon and Subco, as applicable.

(d) **Authorized and Issued Capital of Entheon** – Entheon is authorized to issue an unlimited number of common shares, of which 54,039,266 common shares are validly issued and outstanding, as fully paid and non-assessable shares as of the date hereof.

(e) **Additional Securities** – As at the date hereof, no person, firm, corporation or other entity holds any securities convertible or exchangeable into securities of Entheon or has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement, warrant, option or right (whether or not on condition(s)) for the purchase or any other acquisition of any unissued securities of Entheon except: (i) 3,225,000 common share purchase options; and (ii) 8,525,833 common share purchase warrants.

(f) **Authorized and Issued Capital of Subsco** – Subco is authorized to issue an unlimited number of common shares, of which 100 common shares are outstanding as at the date hereof which are held by Entheon.

(g) **Entheon Disclosure Record** – All documents and instruments comprising the Entheon Disclosure Record have been filed on a timely basis with the applicable securities authorities pursuant to applicable securities laws and the rules and policies of the CSE, except where failure to do so would not have a material adverse effect on Entheon. Each of the documents and instruments comprising the Entheon Disclosure Record, at the time of its filing, complied in all material respects with the applicable requirements of securities laws and the rules and policies of the CSE. As of their respective dates (or, if amended prior to the date hereof, as of the date of such amendment), the documents and instruments constituting the Entheon Disclosure Record did not contain any material misrepresentation. To the knowledge of Entheon, the Entheon Disclosure Record (other than confidential treatment requests) is not the subject of ongoing review, comment or investigation by any Governmental Authority or the CSE. Entheon has not filed any confidential material change report or equivalent which at the date of this Agreement remains confidential.

(h) **Full Disclosure** – No representation or warranty by Entheon in this Agreement, any certificate or other document furnished or to be furnished to Lobo under this Agreement or any documents or instruments comprising the Entheon Disclosure Record contains or will contain any untrue statement of a material fact, or omits to state a material fact necessary

to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

(i) **Compliance with Laws –** Entheon is conducting its business in compliance in all material respects with all Applicable Laws of Canada.

(j) **No Shareholder Approval** – The Transaction does not require the approval of the shareholders of Entheon.

5.2 **Concerning Lobo** – In order to induce Entheon to enter into this Agreement and complete its obligations hereunder, Lobo represents and warrants to and covenants with Entheon as follows:

(a) **Incorporation and Qualification** – Lobo is a corporation incorporated and existing under the laws of Canada and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement.

(b) **Binding Agreement** – This Agreement constitutes a legal, valid and binding agreement of Lobo and is enforceable against Lobo in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity.

(c) **Required Approvals** – There is no requirement to obtain any third party consent or approval as a condition to the lawful completion by Lobo of the transactions contemplated by this Agreement, except as set forth in Section 5.2(c) of the Schedule of Exceptions.

(d) **Corporate Authority** – The execution, delivery and performance by Lobo of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Lobo.

(e) **Subsidiaries** – Lobo does not have any subsidiaries (as such term is defined in the *Business Corporations Act* (British Columbia).

(f) **Authorized and Issued Capital** – The authorized capital of Lobo consists of an unlimited number of common shares, of which 67,429,417 common shares are validly issued and outstanding as fully paid and non-assessable shares. A true and complete list of the Lobo Shareholders is set out in the list attached hereto as Schedule “F”.

(g) **No Violation or Termination** – The transactions contemplated by this Agreement, nor the performance of Lobo’s obligations hereunder, nor compliance by Lobo with any of the provisions hereof, will:

(i) result in a violation, contravention or breach of any of the terms, conditions or provisions of the Constating Documents of Lobo or any agreement or instrument to which Lobo is a party or by which Lobo is bound or constitute a default by Lobo thereunder, or under any statute, regulation, judgment, decree or law by which Lobo is subject or bound, or result in the creation or imposition of any lien upon the assets of Lobo;

(ii) result in a violation by Lobo of any Applicable Law or any applicable order of any Governmental Authority having jurisdiction over Lobo;

(iii) trigger a right of termination or acceleration, cause any indebtedness to come due before its stated maturity, cause any credit commitment to cease to be available, or cause any payment or other obligation to be imposed on Lobo;

(iv) cause the suspension or revocation of any permit currently in effect with respect to Lobo;

(v) result in a violation, breach or suspension, or otherwise adversely affect, the Material Contracts;

other than any such violations, contraventions, breaches, defaults, encumbrances, terminations or accelerations that, individually or in the aggregate, would not reasonably be expected to be a Material Adverse Change with respect to Lobo.

(h) **Material Contracts** –Each Material Contract is in full force and effect and will not terminate as a result of the consummation of the transactions contemplated hereby. None of Lobo or, to the knowledge of Lobo, any other party thereto is in default or breach under the terms of any such Material Contract. Each Material Contract is a valid and binding obligation of Lobo as a party thereto and, to the knowledge of Lobo, each of the other parties, enforceable against them in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or other similar laws relating to creditors' rights and general principles of equity.

(i) **Lobo Securities** – Lobo has no outstanding Lobo Convertible Securities, except as set forth in the list of Lobo outstanding convertible securities attached hereto as Schedule "F" (the "**Lobo Outstanding Convertible Securities List**").

(j) **Lobo Shares** – The Lobo Shares to be transferred to Entheon pursuant to this Agreement are issued as fully paid and non-assessable common shares in the capital of Lobo.

(k) **Dividends** – Lobo has not declared or paid any dividends or distributed any of Lobo's properties or assets, except as set forth in section 5.2(k) of the Schedule of Exceptions.

(l) **Liabilities** – Lobo has no outstanding liabilities or indebtedness, and has not borrowed money or incurred any indebtedness for money borrowed, except for liabilities or indebtedness incurred in the ordinary course or as set forth in section 5.2(l) of the Schedule of Exceptions.

(m) **No Other Agreements to Purchase** – There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the Lobo Shares, except as disclosed in the Lobo Outstanding Convertible Securities List.

(n) **Compliance with Laws** – To the best of its knowledge, Lobo has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on.

(o) **Compliance with Material Contracts** – Lobo is in good standing in respect of all of its material obligations due and owing in respect of all of its Material Contracts.

(p) **Title to Assets** – Lobo owns (with good title) all of the assets (whether real, personal or mixed and whether tangible or intangible) that it purports to own including any and all leasehold interests used in conducting the business of Lobo free and clear of all encumbrances.

(q) **Intellectual Property** –

(i) Lobo is the sole and exclusive owner of all Lobo Intellectual Property Rights, free and clear of any encumbrances;

(ii) Lobo owns or has a valid and enforceable license to use all Intellectual Property Rights necessary to, or used or held for use in, the conduct of the business of Lobo as currently conducted;

(iii) Lobo has not infringed, misappropriated or otherwise violated any Third Party IP Rights of any Person, and to the knowledge of the Lobo, no Person has infringed, misappropriated or otherwise violated any of the Lobo Intellectual Property Rights;

(iv) there are no pending or, to the knowledge of Lobo, threatened claims against Lobo or any of its employees alleging that any of the operations of Lobo's business or any activity by Lobo, or the manufacture, sale, offer for sale, importation, and/or use of any Lobo Products infringes or violates (or in the past infringed or violated) the rights of others in or to any Third Party IP Rights;

(v) neither the operation of the business of Lobo, nor any activity by Lobo, nor manufacture, use, importation, offer for sale and/or sale of any Lobo Products infringes or violates (or in the past infringed or violated) any Third Party IP Rights or constitutes a misappropriation of (or in the past constituted a misappropriation of) any subject matter of any Third Party IP Rights;

(vi) Lobo has taken reasonable steps in accordance with normal industry practice to maintain the confidentiality of all Intellectual Property Rights, the value of which to Lobo is contingent upon maintaining the confidentiality thereof, and no such Intellectual Property Rights have been disclosed other than to Persons whom are bound by written obligations to maintain the confidentiality thereof;

(vii) Lobo does not have any obligation to compensate any person for the use of any Intellectual Property Rights;

(viii) Lobo has not entered into any agreement to indemnify any other person against any claim of infringement or misappropriation of any Intellectual Property Rights; there are no settlements, covenants not to sue, consents, judgments, or orders or similar obligations that:

A. restrict the rights of Lobo to use any Intellectual Property Rights;

B. restrict Lobo's business, in order to accommodate any Third Party IP Rights; or

C. permit third parties to use any Lobo Intellectual Property Rights;

(ix) all former and current employees, consultants and contractors of Lobo have executed written instruments that assign to Lobo, all rights, title and interest in and to any and all: (i) inventions, improvements, discoveries, writings and other works of authorship, and information relating to the business or any of the Lobo Products or services being researched, developed, manufactured or sold by Lobo or that may be used with any such Lobo Products or services; and (ii) Intellectual Property Rights relating thereto;

(x) Lobo has taken reasonable security measures to protect the secrecy, confidentiality and value of all Trade Secrets owned by Lobo or used or held for use by Lobo in its business (the "**Lobo Trade Secrets**"), including, without limitation, requiring each employee and consultant of a Lobo and any other person with access to Lobo Trade Secrets to execute a binding confidentiality agreement, copies or forms of which have been provided to Entheon and, to the knowledge of Lobo, there has not been any breach by any party to such confidentiality agreements; and

(xi) following the Closing Time, Lobo will have the same rights and privileges in the Lobo Intellectual Property Rights as Lobo has in the Lobo Intellectual Property Rights immediately prior to the Closing Time.

(r) **Enforceability of the Lobo Intellectual Property Rights** – The Lobo Intellectual Property Rights are valid, in full force and effect and have not been used or enforced or failed to be used or enforced in a manner that would result in the abandonment, cancellation or unenforceability of any of the Lobo Intellectual Property Rights or any application, registration or patent in respect thereof.

(s) **No Infringement by Others** – To Lobo's knowledge, no Person has infringed the rights of Lobo in its Intellectual Property Rights or challenged Lobo's rights to the ownership and use of its Intellectual Property Rights.

(t) **No Infringement –** Lobo has not received any notice or claim, nor has any knowledge that, the business of Lobo or any activity in which Lobo is engaged or any product or service which Lobo sells or provides, or the use of any of the Intellectual Property Rights, breaches, violates, infringes or interferes with any Third Party IP Rights or requires payment for the use of any patent, trade-name, Trade Secret, trade-mark, copyright or other intellectual property right or technology of another.

(u) **No Option on Assets** – No Person has any agreement or option or any right or privilege capable of becoming an agreement or option for the purchase from Lobo of any of the material assets of Lobo.

(v) **No Shareholdings in Entheon** – Lobo does not, legally or beneficially, own, directly or indirectly, any securities of Entheon and does not have any right, agreement or obligation to purchase any securities of Entheon or any securities or obligations of any kind convertible into or exchangeable for any securities of Entheon, except for 900,000 common shares in the capital of Entheon held by Lobo of which approximately 899,950 of such shares are to be distributed as a divided in kind to each holder of Lobo Shares, pro rata, prior to the completion of the Amalgamation.

(w) **Insurance** – Lobo currently has the insurance policies described in Section 5.2(w) of the Schedule of Exceptions.

(x) **Restriction on Business Activities** – There is no arbitral award, judgment, injunction, constitutional ruling, order or decree binding upon Lobo that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any business practice of Lobo, any acquisition or disposition of property by Lobo, or the conduct of their business and which could reasonably be expected to be a Material Adverse Change with respect to Lobo.

(y) **No Breach of Laws** – To the best knowledge of Lobo, Lobo is not in breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever.

(z) **Corporate Records** - The Corporate Records of Lobo are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constating Documents of Lobo, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of Lobo (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any Tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be.

(aa) **Full Disclosure** – No representation or warranty by Lobo in this Agreement or any certificate or other document furnished or to be furnished to Entheon under this Agreement contains or will contain any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

(bb) **Complete Disclosure** – To the best of Lobo's knowledge, information and belief, all documents and written information delivered by Lobo or its representatives under or in connection with this Agreement to Entheon or its representatives are complete and correct in all material respects as of the date of this Agreement. To the best of Lobo's knowledge, information and belief, Lobo has not withheld from Entheon any material information necessary to enable a reasonable person to make an informed assessment and valuation of the business, assets and liabilities of Lobo.

6. CLOSING

6.1 **Closing –** The Closing shall take place electronically at the Time of Closing, or at such other place upon which Entheon and Lobo may agree.

6.2 **Delivery of Voting Support Agreements** – Upon the execution of this Agreement, shall deliver to Entheon copies of the Voting Support Agreement executed by each director and officer of Lobo.

6.3 **Deliveries by Lobo and the Lobo Shareholders –** At the Closing, Lobo shall deliver to Entheon the following documents:

(a) a copy of the Lem Advisory Agreement executed by John Lem;

(b) a certified true copy of the resolutions of the Lobo board of directors evidencing that the board of directors have approved this Agreement, the Transaction and all of the transactions of Lobo and the Lobo Shareholders contemplated hereunder;

(c) a certified true copy of the resolutions of the Lobo board of directors evidencing that the board of directors have adjusted the exercise price and issuable underlying securities of the Outstanding Lobo Options and the Outstanding Lobo Warrants to accurately reflect the Exchange Ratio as represented in the Lobo Outstanding Convertible Securities List under the column "Converted Securities";

(d) a certified copy of the Amalgamation Resolution;

(e) a certificate signed by authorized representatives of Lobo that the representations and warranties of Lobo contained in this Agreement are true and correct in every respect as of the Time of Closing on the Closing Date; and

(f) such other materials or documents that are, in the opinion of Entheon acting reasonably, required to be delivered by Lobo and the Lobo Shareholders in order to meet their obligations under this Agreement, including, but not limited to, such third party consents as set forth in Schedule 5.2(c) of the Schedule of Exceptions.

6.4 **Deliveries by Entheon –** At the Time of Closing on the Closing Date, Entheon shall deliver to Lobo, on its own behalf and on behalf of the Lobo Shareholders:

(a) a copy of the Lem Advisory Agreement executed by Entheon;

(b) certified true copies of the resolutions of the board of directors of Entheon evidencing the approval of this Agreement and all of the transactions of Entheon contemplated hereunder;

(c) an executed copy of the treasury order submitted by Entheon to its transfer agent directing and authorizing the issuance of the 5,000,000 Closing Shares;

(d) proof of the issuance of the shares certificates or DRS statements representing the 5,000,000 Closing Shares referred to in Section 2.11(a);

(e) evidence that Entheon completed such filings with the CSE as are necessary in connection with completion of the Transaction and the listing of the Closing Shares on the CSE as freely tradeable shares upon their release on the Closing Date or from the Escrow Restriction, as applicable;

(f) delivery of the Replacement Option Certificates and the Replacement Warrant Certificates, as applicable;

(g) a certificate signed by an officer of Entheon that the representations and warranties of Entheon contained in this Agreement are true and correct in every respect as of the Time of Closing; and

(h) such other materials or documents that are, in the opinion of Lobo acting reasonably, required to be delivered by Entheon in order to meet its obligations under this Agreement.

7. ORDINARY COURSE

Until the Time of Closing, Lobo shall not, without the prior written consent of Entheon, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and shall continue to carry on its business and maintain its assets in the ordinary course of business, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any officer, in each case without the prior written consent of Entheon, and shall otherwise comply with its covenants as set forth in Section 3 hereof.

8. TERMINATION

8.1 **By the Parties** – This Agreement shall be terminated upon:

(a) mutual written agreement by Entheon and Lobo to terminate this Agreement; or

(b) written notice of a Party to the other if Entheon, Lobo or any of the Lobo Shareholders, as applicable, has breached or is in default of any material term of this Agreement and fails to cure or remedy such breach or default within 14 days after receiving written notice thereof from the Party not in breach or default; or

(c) by Entheon (on behalf of itself and Subco) if the Amalgamation Resolution is not approved by the Lobo Shareholders; or

(d) written notice of a Party to the other if the transaction has not closed by August 31, 2021, or such other date as mutually agreed to between the Parties.

8.2 **Survival** – In the event this Agreement is terminated, the provisions of Section 10 shall survive the termination.

8.3 **Subco** – For greater clarity, this Agreement may not be terminated unilaterally by Subco.

9. STANDSTILL AGREEMENT

From the Execution Date until the date of termination of this Agreement in accordance with Section 8, except for activities undertaken in connection with the Transaction, Lobo will not, nor will it permit any representative to directly or indirectly solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction, and without limiting the generality of the foregoing, not to

induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid", exempt or otherwise, within the meaning of the *Securities Act* (British Columbia), for securities or assets of Lobo, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence in respect of such activities, arrangements or transactions, nor to permit any of its officers or directors to authorize such access, except as required by statutory obligations.

10. PUBLIC DISCLOSURE

10.1 **Restrictions on Disclosure** – No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of Entheon and Lobo as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with Entheon and Lobo, such disclosure as its counsel advises is required by Applicable Laws or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

10.2 **Confidentiality** – Except with the prior written consent of Entheon and Lobo, each of the Parties and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from a Party concerning any of Entheon and Lobo or any of the Lobo Shareholders in confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Laws. All such information in written or electronic form and documents will, at a Party's request, be promptly returned to the Party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

10.3 **Personal Information** – Each of the Lobo Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement and acknowledges and consents to the fact that Lobo and Entheon, as applicable, are collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Lobo Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each Lobo Shareholder acknowledges and consents to Lobo and Entheon, as applicable, retaining such personal information for as long as permitted or required by law or business practices. Each Lobo Shareholder further acknowledges and consents to the fact that Lobo and Entheon, as applicable, may be required by applicable securities legislation to provide regulatory authorities with any personal information provided by the Lobo Shareholders in this Agreement and each Lobo Shareholder further consents to the public disclosure of such information, including this Agreement in its entirety, by electronic filing or by any other means.

11. GENERAL

11.1 **Time –** Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the Parties of this Section or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

11.2 **Entire Agreement –** This Agreement constitutes the entire agreement between the Parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

11.3 **Further Assurances –** The Parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

11.4 **Amendments –** No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by Entheon and Lobo.

11.5 **Notices –** Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mailed by prepaid registered post to the Parties at their following respective addresses:

(a) to Lobo:

Lobo Genetics Inc.
5288 General Road, Unit 8
Mississauga, ON L4W 1Z8
Attention: [*Redacted: Personal Information.*]
E-mail: [*Redacted: Personal Information.*]

with a copy to (which shall not constitute notice hereunder):

Dentons Canada LLP
77 King Street West, Suite 400, Toronto-Dominion Centre
Toronto, ON, M5K 0A1
Attention : [*Redacted: Personal Information.*]
Email : [*Redacted: Personal Information.*]

(b) to Entheon:

Entheon Biomedical Corp.
211 – 3030 Lincoln Avenue
Coquitlam, BC, V3B 6B4
Attention: Timothy Ko
E-mail: timothy@entheonbiomedical.com

with a copy to (which shall not constitute notice hereunder):

DuMoulin Black LLP
10th Floor, 595 Howe Street
Vancouver, BC, V6C 2T5
Attention: Justin Kates
Email: jkates@dumoulinblack.com

or to such other addresses as may be given in writing by the Parties hereto in the manner provided for in this Section. Any notice delivered or e-mailed shall be deemed to have been given and received on the Business Day next following the date of delivery or e-mailing, as the case may be.

11.6 **Expenses** – Each Party shall be responsible for the payment of its own costs and expenses, including legal fees and disbursements, incurred by it in connection with the negotiation and execution of this Agreement.

11.7 **Assignment** – This Agreement may not be assigned by any Party hereto without the prior written consent of Entheon and Lobo.

11.8 **Dispute Resolution** – Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidating thereof, shall be settled by arbitration of a single arbitrator in accordance with the then current domestic commercial arbitration rules of the BCICAC.

11.9 **Governing law** – This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of British Columbia.

11.10 **Counterparts** – This Agreement may be executed in counterparts and by e-mail or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

11.11 **Severability** – If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

11.12 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

11.13 **Independent Legal Advice** – Each of the Parties, respectively, acknowledges, confirms and agrees, in favour of each of the other Parties, that he, she or it had the opportunity to seek and was not prevented nor discouraged by any Party hereto from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that he, she or it did not avail himself, herself or itself with that opportunity prior to signing this Agreement, he, she or it did so voluntarily without any undue pressure and agrees that his, her or its failure to obtain independent legal advice shall not be used by him, her or it as a defence to the enforcement of his, her or its obligations under this Agreement.

[*Remainder of page intentionally left blank*]

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

ENTHEON BIOMEDICAL CORP.

"Timothy Ko"

Name: Timothy Ko
Title: Chief Executive Officer

LOBO GENETICS INC.

"John Lem"

Name: John Lem
Title: Chief Executive Officer

13089363 CANADA INC.

"Timothy Ko"

Name: Timothy Ko
Title: Director

SCHEDULE "A"
SCHEDULE OF EXCEPTIONS

[*Redacted: Commercially Sensitive Information.*]

Schedule "B"
FORM OF VOTING SUPPORT AGREEMENT

See attached.

VOTING AGREEMENT

THIS VOTING AGREEMENT (this "**Agreement**"), dated as of _____, 2021, is entered into between the undersigned shareholder (the "**Shareholder**") of Lobo Genetics Inc., a corporation governed by the federal laws of Canada ("**Lobo**") and Entheon Biomedical Corp., a corporation governed by the federal laws of Canada ("**Entheon**").

WHEREAS Lobo and Entheon wish to combine their respective businesses by way of a "three-cornered" amalgamation in which a wholly-owned subsidiary of Entheon ("**Subco**") will amalgamate with Lobo, which will result in Lobo becoming a wholly-owned subsidiary of Entheon on the terms and subject to the conditions set forth in the amalgamation agreement (the "**Amalgamation Agreement**") dated the date hereof between Entheon, Subco and Lobo;

WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of, or exercises control or direction over, the common shares in the capital of Lobo ("**Common Shares**"), options to acquire Common Shares ("**Options**") and warrants to acquire Common Shares ("**Warrants**") as set forth in Appendix "A" hereto (such Common Shares, together with the Common Shares acquired by the Shareholder during the term of this Agreement including, without limitation, upon exercise of any Options or Warrants, and in each case including all securities for which any of the foregoing securities are exchanged or converted, being referred to in this Agreement as the "**Subject Shares**");

WHEREAS the Shareholder has agreed to vote, or cause to be voted, in favour of the Amalgamation Resolution and support the Amalgamation;

WHEREAS as a condition to the willingness of Entheon to enter into the Amalgamation Agreement and incur the obligations set forth in the Amalgamation Agreement, Lobo has required that the Shareholder enter into this Agreement and the Shareholder acknowledges that Entheon would not pursue the Amalgamation or enter into any agreements with Lobo in support of the Amalgamation but for, among other things, the execution and delivery of this Agreement by the Shareholder; and

WHEREAS capitalized terms used herein but not otherwise defined herein have the meanings ascribed to such terms in the Amalgamation Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Interpretive Provisions

In this Agreement:

(a) the descriptive headings preceding Sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such Sections. The division of this Agreement into Sections shall not affect the interpretation of this Agreement;

(b) the use of words in the singular or plural, or referring to a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such persons or circumstances as the context otherwise permits;

(c) whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be made on a day that is not a business day, such action shall be taken or such payment shall be made on the first business day following such day;

(d) where the word "**including**" or "**includes**" is used in this Agreement, it means "**including without limitation**" or "**includes without limitation**";

(e) any reference to a person includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that person; and

(f) any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations, rules and published policies promulgated thereunder), as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

2. Representations and Warranties of the Shareholder

The Shareholder represents and warrants to Entheon as follows as at the date of this Agreement until immediately prior to the time at which the Subject Shares are acquired pursuant to the Amalgamation and acknowledges that Entheon is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) **Organization and Authority and Capacity**. If the Shareholder is not an individual: (i) the Shareholder is a corporation or entity incorporated or organized, as applicable, and existing under the laws of its jurisdiction of incorporation, organization or formation; (ii) the execution and delivery of this Agreement by the Shareholder and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Shareholder are necessary to authorize this Agreement or the transactions contemplated by this Agreement; and (iii) the Shareholder has the corporate power and capacity to enter into this Agreement and to carry out all of its obligations hereunder. If the Shareholder is an individual, the Shareholder is of the age of majority and has the capacity to enter into and execute this Agreement and to observe and perform its covenants and obligations hereunder.

(b) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(c) **Non-Contravention**. The execution, delivery and performance by the Shareholder of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) contravene, conflict with, or result in the violation of: (i) the articles, by-laws or other constating documents of the Shareholder (if applicable); (ii) any other agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of the Shareholder's property or assets is bound; or (iii) any applicable laws.

(d) **Ownership of Subject Shares**. The Shareholder is the legal and beneficial owner of, or the beneficial owner exercising control or direction over, all of the Subject Shares, free and clear of any liens or encumbrances. Other than the Common Shares, Options and Warrants set forth on Appendix "A", no equity or voting shares or securities of Lobo convertible into equity or voting shares are beneficially owned or controlled by the Shareholder or any of the Shareholder's affiliates. The Shareholder has sole dispositive power and the sole power to agree to the matters set forth in this Agreement with respect to the Subject Shares. None of the Subject Shares are subject to any agreement, arrangement or restriction with respect to the voting thereof, except as contemplated by this Agreement. The Shareholder has no agreement or option or right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Shareholder or transfer to the Shareholder of additional securities of Lobo (other than, for greater certainty, the issuance of Subject Shares upon the exercise of Options or Warrants, as applicable, as set out in Appendix "A"). No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual), capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Subject Shares, Options or Warrants set out in Appendix "A" except pursuant to this Agreement.

(e) **Litigation**. There is no claim, action, lawsuit, arbitration, mediation or other proceeding pending or, to the knowledge of the Shareholder, threatened against the Shareholder that would reasonably be expected to have an adverse impact on the validity of this Agreement or any action taken or to be taken by the Shareholder in connection with this Agreement.

(f) **Sophisticated Seller.** The Shareholder has independently and without reliance upon Entheon, and based on such information as the Shareholder has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Shareholder acknowledges that Entheon has not made and does not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement.

(g) **No Proxy**. None of the Subject Shares are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of Entheon Shareholders or give consents or approvals of any kind with respect to matters subject to the approval of Entheon Shareholders, except pursuant to this Agreement.

3. Representations and Warranties of Entheon

Entheon represents and warrants to the Shareholder as follows as at the date of this Agreement until immediately prior to the time at which the Subject Shares are acquired pursuant to the Amalgamation and acknowledges that the Shareholder is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) **Organization and Authority**. Entheon has the corporate power and capacity to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by Entheon and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of Entheon are necessary to authorize this Agreement or the transactions contemplated by this Agreement.

(b) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by Lobo and constitutes a legal, valid and binding agreement of Entheon enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.

4. Covenants of the Shareholder

The Shareholder covenants and agrees that during the period from the date of this Agreement until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms, unless otherwise required or expressly permitted by this Agreement:

(a) **Agreement to Vote in Favour**. At every meeting of Lobo Shareholders called to vote upon the Amalgamation (including the Lobo Meeting) or any of the other transactions contemplated by the Amalgamation Agreement or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the Amalgamation or any of the transactions contemplated by the Amalgamation Agreement is sought, the Shareholder shall cause its Subject Shares to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares: (i) in favour of the approval of the Amalgamation and each of the other transactions contemplated by the Amalgamation Agreement (including the Amalgamation Resolution) and (ii) in favour of any other matter necessary for the consummation of the Amalgamation or any other transaction contemplated by the Amalgamation Agreement.

(b) **Agreement to Vote Against**. At every meeting Lobo Shareholders (including the Lobo Meeting) or at any adjournment or postponement thereof or in any other circumstance upon which a vote, consent or other approval of all or some of the security holders of Lobo is sought (including by written consent in lieu of a meeting), the Shareholder shall cause its Subject Shares to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares against any action, proposal, transaction or agreement that could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation or agreement of Lobo under the Amalgamation Agreement or of the Shareholder under this Agreement, or (ii) impede, interfere with, delay, discourage, adversely affect or inhibit the timely consummation of the Amalgamation or the fulfillment of Lobo's or Entheon's conditions under the Amalgamation Agreement or change in any manner the voting rights of any class of shares of Lobo (including any amendments to Lobo's articles or by-laws).

(c) **Restriction on Transfer**. The Shareholder agrees not to directly or indirectly: (i) sell, transfer, assign, tender, dispose of, gift-over, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a "**Transfer**"), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Shares, Options or Warrants or any interest therein to any person other than pursuant to the Amalgamation Agreement; (ii) reduce its beneficial interest in any of its Subject Shares, Options or Warrants; or (iii) grant any proxies or power of attorney, deposit any of its Subject Shares into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to any of its Subject Shares.

(d) **Additional Lobo Shares**. The Shareholder: (i) agrees promptly to notify Entheon of any Common Shares acquired by the Shareholder after the execution of this Agreement and (ii) acknowledges that any such Common Shares will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement.

(e) **Delivery of Proxy**. The Shareholder hereby revokes any and all previous proxies granted with respect to the Subject Shares. The Shareholder agrees that it will, on or before the third business day prior to the Lobo Meeting: (i) with respect to any Subject Shares that are registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the management information circular in respect of the Lobo Meeting (the "**Lobo Circular**") and with a copy to Entheon concurrently with such delivery, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the Amalgamation and each of the other transactions contemplated by the Amalgamation Agreement (including the Amalgamation Resolution), which proxies shall be irrevocable; and (ii) with respect to any Subject Shares that are beneficially owned by the Shareholder but not registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Shareholder holds its beneficial interest in the Shareholder's Subject Shares, with a copy to Entheon concurrently, instructing that the Shareholder's Subject Shares be voted in favour of the approval of the Amalgamation and each of the other transactions contemplated by the Amalgamation Agreement (including the Amalgamation Resolution), which voting instructions shall be irrevocable. Such proxy or proxies shall name those individuals as may be designated by Lobo in the Lobo Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of Entheon.

(f) **Other Covenants**. The Shareholder hereby:

(i) agrees not to exercise any Dissent Rights with respect to the Amalgamation;

(ii) agrees not to make any statements or take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Amalgamation and the other transactions contemplated by the Amalgamation Agreement and this Agreement;

(iii) consents to details of, or a summary of, this Agreement being set out in any news release, information circular and court documents or other public disclosure produced by Lobo or Entheon in connection with the transactions contemplated by this Agreement and the Amalgamation Agreement;

(iv) acknowledges and agrees that a summary of the negotiations leading to the execution and delivery of this Agreement may appear in the Lobo Circular and in any other public disclosure document required by any applicable laws and further agrees that it will, as promptly as practicable, notify Lobo and Entheon of any required corrections with respect to any written information supplied by it specifically for use in any such disclosure documents if and to the extent that the Shareholder becomes aware that any such information shall have become false or misleading in any material respect; and

(v) agrees that it will not do indirectly that which it may not do directly by the terms of this Agreement, including through any person directly or indirectly owned, controlled or directed by the Shareholder.

5. Termination

This Agreement shall terminate upon the earliest to occur of:

(i) the written agreement of Entheon and the Shareholder;

(ii) the Effective Time;

(iii) the termination of the Amalgamation Agreement in accordance with its terms; and

(iv) the date on which the consideration to be paid to the Shareholder pursuant to the Amalgamation Agreement is reduced or the form, ratio or caps on the form of consideration to be paid to the Shareholder pursuant to the Amalgamation Agreement is changed to effectively provide shareholders of Lobo with decreased consideration.

6. Entheon Acknowledgement

Entheon acknowledges and agrees that the Shareholder is bound hereunder solely in its capacity as a Shareholder and that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director, officer or employee of Lobo. For the avoidance of doubt, nothing in this Agreement shall limit any person from fulfilling his or her fiduciary duties as a director or officer of Lobo.

7. Shareholder Acknowledgment

Notwithstanding any term of this Agreement, the Shareholder acknowledges that Entheon shall not be under any obligation to pursue the Amalgamation and that Entheon will make and complete the Amalgamation only on terms and conditions satisfactory to it, in its sole discretion.

8. Injunctive Relief

The parties to this Agreement acknowledge and agree that irreparable harm would occur for which monetary damages would not be an adequate remedy at law if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties to this Agreement shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement and to ensure compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. These remedies are cumulative and in addition to any other rights or remedies available at law or in equity.

9. Amendment and Waiver

This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

10. Miscellaneous

(a) This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the parties hereto hereby irrevocably attorns to the jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement and waives any defences to the maintenance of an action in the Courts of the Province of British Columbia. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

(b) If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

(c) Each party hereto shall, from time to time and at all times hereafter, at the request of the other party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

(d) Time shall be of the essence in this Agreement.

(e) Each of the Shareholder and Entheon will pay its own expenses (including the fees and disbursements of legal counsel and other advisers) incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

(f) Entheon may assign all or any part of its rights under this Agreement to, and its obligations under this Agreement may be assumed by, a direct or indirect subsidiary of Entheon, provided that if such assignment and/or assumption takes place, Entheon shall continue to be liable jointly and severally with such subsidiary for all of its obligations hereunder. This Agreement shall be binding on and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

(g) Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other Parties.

(h) This Agreement and the Amalgamation Agreement constitute the entire agreement, and supersede all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any person other than the parties hereto any rights or remedies hereunder.

(i) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

[NAME OF NON-INDIVIDUAL SHAREHOLDER]

Per: _____
Name:
Title:

_____
[NAME OF INDIVIDUAL SHAREHOLDER]

ENTHEON BIOMEDICAL CORP.

Per: _____
Name:
Title:

Schedule "C"
FORM OF ARTICLES OF AMALGAMATION

See attached.

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Innovation, Science and Economic Development Canada
Corporations Canada

Innovation, Sciences et Développement économique Canada
Corporations Canada

Canada Business Corporations Act (CBCA)
FORM 9
ARTICLES OF AMALGAMATION
(Section 185)

1 - Corporate name of the amalgamated corporation

2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)

3 - The classes and any maximum number of shares that the corporation is authorized to issue

4 - Restrictions, if any, on share transfers

5 - Minimum and maximum number of directors (for a fixed number of directors, indicate the same number in both boxes)

Minimum number **Maximum number**

6 - Restrictions, if any, on the business the corporation may carry on

7 - Other provisions, if any

8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:

◯	**183 - Long form: approved by special resolution of shareholders**		◯	**184(1) - Vertical short-form: approved by resolution of directors**		◯	**184(2) - Horizontal short-form: approved by resolution of directors**	

9 - Declaration

I hereby certify that I am a director or an authorized officer of the following corporation:

Name of the amalgamating corporations	Corporation number	Signature
	-	
	-	
	-	
	-	

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding $5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

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Canada

Innovation, Science and Economic Development Canada
Corporations Canada

Innovation, Sciences et Développement économique Canada
Corporations Canada

Instructions
FORM 9
ARTICLES OF AMALGAMATION

Filing this application costs $200.

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Item 1
Set out the proposed name of the amalgamated corporation that complies with sections 10 and 12 of the CBCA. If this name is not the same one as one of the amalgamating corporations, articles of amalgamation must be accompanied by a Nuans Name Search Report dated not more than ninety (90) days prior to the receipt of the articles by Corporations Canada. A numbered name may be assigned under subsection 11(2) of the CBCA without a Nuans Name Search Report.

Item 2
Set out the name of the province or territory within Canada where the registered office is to be situated.

Item 3
Set out the details required by paragraph 6(1)(c) of the CBCA, including details of the rights, privileges, restrictions and conditions attached to each class of shares. All shares must be without nominal or par value and must comply with the provisions of Part V of the CBCA.

Item 4
If restrictions are to be placed on the right to transfer shares of the corporation, set out a statement to this effect and the nature of such restrictions.

Item 5
State the number of directors. If cumulative voting is permitted, the number of directors must be fixed.

Item 6
If restrictions are to be placed on the business the corporation may carry out, set out the restrictions.

Item 7
Set out any provisions, permitted by the CBCA or its Regulations to be set out in the by-laws of the corporation, that are to form part of the articles, including any pre-emptive rights or cumulative voting provisions.

Item 8
Indicate whether the amalgamation is under section 183 or subsection 184(1) or 184(2) of the CBCA.

Item 9
A director or officer of the amalgamating corporations shall sign the articles.

If space in items 3, 4, 6, 7 and 9 is insufficient, please attach a schedule.

Also Include:

- Form 2 - Initial Registered Office Address and First Board of Directors
- A statutory declaration from a director or officer of each amalgamating corporation in accordance with subsection 185(2) of the CBCA.
- A Nuans Name Search Report, if applicable
- Fee of $200, payable by credit card (American Express, Visa or Master Card) or by cheque made payable to the Receiver General for Canada

For more information, consult the Corporations Canada Website (corporationscanada.ic.gc.ca) or call toll-free (within Canada) **1-866-333-5556 or** (from outside Canada) **(613) 941-9042**.

Send documents:

By e-mail: **IC.corporationscanada.IC@canada.ca**

By mail: Corporations Canada
235 Queen Street
Ottawa, Ontario K1A 0H5

Canada

Schedule "D"
FORM OF BY-LAWS

See attached.

BY-LAW NO. 1

A by-law relating generally to the conduct of the business and affairs of:

13089363 CANADA INC.

(hereinafter called the "Corporation")

IT IS HEREBY ENACTED as a by-law of the Corporation as follows:

1. INTERPRETATION

1.01 In the by-laws of the Corporation, unless the context otherwise specifies or requires:

(a) "CBCA" means the Canada Business Corporations Act, as from time to time amended and every statute that may be substituted therefor and, in the case of such substitution, any references in the by-laws of the Corporation to provisions of the CBCA shall be read as references to the substituted provisions therefor in the new statute or statutes;

(b) "appoint" includes "elect" and vice versa;

(c) "Articles" means the original or restated articles of incorporation, articles of amendments, articles of amalgamation, articles of continuance, articles of reorganization, articles of arrangement, articles of dissolution or articles of revival of the Corporation and includes any amendments thereto;

(d) "board" means the board of directors of the Corporation;

(e) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(f) "meeting of shareholders" includes an annual or other general meeting of shareholders and a special meeting of shareholders;

(g) "Regulations" means the regulations under the Act as published or from time to time amended and every regulation that may be substituted therefor and, in the case of such substitution, any references in the by-laws of the Corporation to provisions of the Regulations shall be read as references to the substituted provisions therefor in the new regulations;

(h) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by virtue of section 3.01 of this by-law or by a resolution passed pursuant thereto;

(i) "special meeting of shareholders" includes a meeting of any class or classes of shareholders.

Save as aforesaid, all terms which are contained in the by-laws of the Corporation and which are defined in the CBCA or the Regulations shall, unless the context otherwise specifies or requires, have the meanings given to such terms in the CBCA or the Regulations. Words importing the singular number include the plural and vice versa; the masculine shall include the feminine; and the word "person" shall include an individual, partnership, association, body corporate, trustee, executor, administrator and legal representative. Headings used in the by-laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

2. BANKING AND SECURITIES

2.01 Banking Arrangements

The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of power as the board may from time to time prescribe or authorize.

2.02 Voting Rights in Other Bodies Corporate

The signing officers of the Corporation may execute and deliver instruments of proxy and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation. Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the person signing or arranging for them. In addition, the board may direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

3. EXECUTION OF INSTRUMENTS

3.01 Authorized Signing Officers

Unless otherwise authorized by the directors, all material deeds, transfers, assignments, contracts, obligations, certificates and other instruments may be signed on behalf of the Corporation by any two of the president, chairman of the board, chief executive officer, any vice-president, any director, secretary, treasurer, any assistant secretary or any assistant treasurer or any other person holding an office created by by-law or by the board, provided that, where the Corporation has one director and no officers or the same person is the sole director and officer of the Corporation, such sole director or person may sign all material deeds, transfers, assignments, contracts, obligations, certificates and other instruments on behalf of the Corporation. In addition, the board may from time to time direct the manner in which the person or persons by whom any particular instrument or class of instruments may or shall be signed. Any signing officer may affix the corporate seal to any instrument requiring the same, but no instrument is invalid merely because the corporate seal is not affixed thereto.

3.02 Cheques, Drafts and Notes

All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such officer or officers or person or persons, whether or not officers of the Corporation, and in such manner as the board may from time to time designate by resolution.

4. DIRECTORS

4.01 Number

The board shall consist of such number of directors as is fixed by the articles, or where the articles specify a variable number, shall consist of such number of directors as is not less than the minimum nor more than the maximum number of directors provided in the articles and as shall be fixed from time to time by resolution of the shareholders.

4.02 Election and Term

Subject to the articles or a unanimous shareholder agreement the election of directors shall take place at each annual meeting of shareholders and all of the directors then in office, unless elected for a longer period of time (not to exceed the close of the third (3rd) annual meeting of shareholders following election), shall retire but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall, subject to the articles or a unanimous shareholder agreement, be the number of directors then in office, or the number of directors whose terms of office expire at the meeting, as the case may be, except that if cumulative voting is not required by the articles and the articles otherwise permit, the shareholders may resolve to elect some other number of directors. Where the shareholders adopt an amendment to the articles to increase the number or minimum number of directors, the shareholders may, at the meeting at which they adopt the amendment, elect the additional number of directors authorized by the amendment. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected. If the articles provide for cumulative voting, each director elected by shareholders (but not directors elected or appointed by creditors or employees) ceases to hold office at the annual meeting and each shareholder entitled to vote at an election of directors has the right to cast a number of votes equal to the number of votes attached to the shares held by him multiplied by the number of directors he is entitled to vote for, and he may cast all such votes in favour of one candidate or distribute them among the candidates in any manner.

If a shareholder has voted for more than one candidate without specifying the distribution among such candidates, that shareholder shall be deemed to have divided its votes equally among the candidates for whom that shareholder voted.

4.03 Removal of Directors

Subject to the CBCA and the articles, the shareholders may by ordinary resolution passed at a special meeting remove any director from office, except a director elected by employees or creditors pursuant to the articles or a unanimous shareholder agreement, and the vacancy created by such removal may be filled at the same meeting, failing which it may be filled by the board. Provided, however, that if the articles provide for cumulative voting, no director shall be removed pursuant to this section where the votes cast against the resolution for his removal would, if cumulatively voted at an election of the full board, be sufficient to elect one or more directors.

4.04 Consent

A person who is elected or appointed a director is not a director unless:

(a) he was present at the meeting when he was elected or appointed and did not refuse to act as a director, or

(b) if he was not present at the meeting when he was elected or appointed:

(i) he consented in writing to act as a director before his election or appointment or within ten (10) days after it, or

(ii) he has acted as a director pursuant to the election or appointment.

4.05 Vacation of Office

A director of a corporation ceases to hold office when:

(a) he dies or resigns;

(b) he is removed in accordance with section 109 of the CBCA; or

(c) he becomes disqualified under subsection 105(1) of the CBCA.

4.06 Committee of Directors

The directors may appoint from among their number a committee of directors, howsoever designated, and subject to section 115 of the CBCA may delegate to such committee any of the powers of the directors. A committee may be comprised of one director.

4.07 Transaction of Business of Committee

Subject to the provisions of this by-law with respect to participation by telephone or other communication facilities, the powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all of the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place in or outside Canada and may be called by any one member of the committee giving notice in accordance with the by-laws governing the calling of directors' meetings.

4.08 Procedure

Unless otherwise determined herein or by the board, each committee shall have the power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

4.09 Remuneration and Expenses

The directors shall be paid such remuneration for their services as the board may from time to time determine and shall also be entitled to be reimbursed for traveling and other expenses properly incurred by them in attending meetings of the board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

4.10 Vacancies

Subject to the provisions of the CBCA, if a quorum of the board remains in office, the board may fill a vacancy in the board, except:

(a) a vacancy resulting from an increase in the number or a minimum or maximum number of directors; or

(b) a failure to elect the number or minimum number of directors required by the articles.

In the absence of a quorum of the board, or if the board is not permitted to fill such vacancy, the board shall forthwith call a special meeting of shareholders to fill the vacancy. If the board fails to call such meeting or if there are no such directors then in office, any shareholder may call the meeting.

5. MEETINGS OF DIRECTORS

5.01 Place of Meetings

Unless the by-laws otherwise provide, the directors may meet at any place.

5.02 Notice of Meetings

A notice of a meeting of directors shall specify any matter referred to in paragraphs (a) through (j) herein that is to be dealt with at the meeting, but, unless the by-laws otherwise provide, need not specify the purpose of the business to be transacted at the meeting. No committee of directors has authority to:

(a) submit to the shareholders any question or matter requiring the approval of the shareholders;

(b) fill a vacancy among the directors or in the office of auditor;

(c) issue securities except in the manner and on the terms authorized by the directors;

(d) declare dividends;

(e) purchase, redeem or otherwise acquire shares issued by the Corporation;

(f) pay a commission for the sale of shares except as authorized by the directors;

(g) approve a management proxy circular;

(h) approve a take-over bid circular or directors' circular;

(i) approve any financial statements to be placed before the shareholders at an annual meeting; or

(j) adopt, amend or repeal by-laws.

Provided, however, that a director may in any manner waive notice of a meeting and attendance of a director at a meeting of directors shall constitute a waiver of notice of the meeting except where a

director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

For the first meeting of the board of directors to be held immediately following an election of directors or for a meeting of the board of directors at which a director is to be appointed to fill a vacancy in the board, no notice of such meeting shall be necessary to the newly elected or appointed director or directors in order to legally constitute the meeting, provided that a quorum of the directors is present.

5.03 Adjourned Meeting

Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

5.04 Calling of the Meetings

Meetings of the board shall be held from time to time at such time and at such place as the board, the chairman of the board, the president or any two directors may determine. Should more than one of the above-named call a meeting at or for substantially the same time, there shall be held only one meeting and such meeting shall occur at the time and place determined by, in order of priority, the board, the chairman, or the president.

5.05 Regular Meetings

The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of any resolution of the board fixing the place and time of such regular meetings shall be sent to each director forthwith after being passed, and forthwith to each director subsequently elected or appointed, but no other notice shall be required for any such regular meeting except where the CBCA or this by-law requires the purpose thereof or the business to be transacted thereat to be specified.

5.06 Chairman

The chairman of any meeting of the board shall be the first mentioned of such of the following officers as have been appointed and who is a director and is present at the meeting: chairman of the board or president. If no such officer is present, the directors present shall choose one of their number to be chairman.

5.07 Quorum

Subject to section 114(3) and (4) of the CBCA, the quorum for the transaction of business at any meeting of the board shall consist of a majority of the directors holding office or such greater number of directors as the board may from time to time determine.

5.08 Voting

Questions arising at any meeting of the board of directors shall be decided by a majority of votes, the chairman of the meeting shall be entitled to vote.

5.09 Meeting by Telephone

A director, if all the directors of the Corporation consent, may participate in a meeting of the board or a committee of the board by means of such telephone or other communication facilities, as permit all persons participating in the meeting to hear each other, and a director participating in such meeting by such means is deemed to be present at the meeting. Any such consent shall be effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the board and of committees of directors held while a director holds office.

5.10 Resolution in Lieu of Meeting

Notwithstanding any of the foregoing provisions of this by-law, a resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the directors or a committee of directors is as valid as if it had been passed at a meeting of the directors or a committee of directors. A copy of every such resolution shall be kept with the minutes of the proceedings of the directors or committee of directors. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed. Such resolution may be in two or more counterparts which together shall be deemed to constitute one resolution in writing.

5.11 Seconds

No resolution proposed at a meeting of directors need be seconded, and the chairman of any meeting may move or propose a resolution.

5.12 Amendments to the CBCA

It is hereby affirmed that the intention of sections 4.06 and 5.07 as they relate to Canadian representation is to comply with the minimum requirements of the CBCA and in the event that such minimum requirements shall be amended, deleted or replaced such that no, or lesser, requirements with respect to Canadian representation are then in force, such sections shall be correspondingly amended, deleted or replaced.

6. PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

6.01 Conflict of Interest

A director or officer shall not be disqualified by his office, or be required to vacate his office, by reason only that he is a party to, or is a director or officer or has a material interest in any person who is a party to, a material contract or proposed material contract with the Corporation or a subsidiary thereof.

Such a director or officer shall, however, disclose the nature and extent of his interest in the contract at the time and in the manner provided by the CBCA. Subject to the provisions of the CBCA, a director shall not by reason only of his office be accountable to the Corporation or to its shareholders for any profit or gain realized from such a contract or transaction, and such contract or transaction shall not be void or voidable by reason only of the director's interest therein, provided that the required declaration and disclosure of interest is properly made, the contract or transaction is approved by the directors or shareholders, if necessary, and if it was fair and reasonable to the Corporation at the

time it was approved and, if required by the CBCA, the director refrains from voting as a director on the contract or transaction.

6.02 Limitation of Liability

Every director and officer of the Corporation in exercising his powers and discharging his duties shall act honestly and in good faith with a view to the best interests of the Corporation and shall exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Subject to the foregoing, no director or officer for the time being of the Corporation shall be liable for the acts, neglects or defaults of any other director or officer or employee or for joining in any act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the moneys, securities or effects of the Corporation shall be deposited, or for any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto; provided that nothing herein shall relieve any director or officer from the duty to act in accordance with the CBCA and the regulations thereunder or from liability for any breach thereof. The directors for the time being of the Corporation shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Corporation, except such as shall have been submitted to and authorized or approved by the board of directors.

No act or proceeding of any director or officer or the board shall be deemed invalid or ineffective by reason of the subsequent ascertainment of any irregularity in regard to such act or proceeding or the election, appointment or qualification of such director or officer or board.

6.03 Indemnity

Subject to section 124 of the CBCA, the Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation or a person who acts or acted at the Corporation's request as a director or officer of a body corporate of which the Corporation is or was a shareholder or creditor, and his heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of being or having been a director or officer of the Corporation or body corporate, if:

(a) he acted honestly and in good faith with a view to the best interests of the Corporation or, as the case may be, to the other body corporate for which the individual acted as a director or officer at the Corporation's request; and

(b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

The Corporation shall also indemnify such persons in such other circumstances as the CBCA permits or requires. Nothing herein contained shall limit the right of any person entitled to indemnity to claim indemnity apart from the provisions of this section 6.03.

6.04 Insurance

The Corporation may purchase and maintain insurance for the benefit of any person referred to in section 6.03 against any liability incurred by him:

(a) in his capacity as a director or officer of the Corporation, except where the liability relates to his failure to act honestly and in good faith with a view to the best interests of the Corporation; and

(b) in his capacity as a director or officer of another body corporate where he acts or acted in that capacity at the Corporation's request, except where the liability relates to his failure to act honestly and in good faith with a view to the best interests of the body corporate.

7. OFFICERS

7.01 Election or Appointment

Subject to any unanimous shareholder agreement, the board may, from time to time, appoint a chairman of the board, a president, chief executive officer, one or more vice-presidents, a secretary, a treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The board may specify the duties of and, in accordance with this by-law and subject to the provisions of the CBCA, delegate to such officers powers to manage the business and affairs of the Corporation. Except for a chairman of the board of directors who must be a director, an officer may, but need not be, a director and one person may hold more than one office.

7.02 Chairman of the Board

The chairman of the board shall, when present, be entitled to preside at all meetings of the board, committees of directors and at all meetings of shareholders.

The chairman of the board shall, subject to the provisions of the CBCA, have such powers and duties as the board may specify. During the absence or disability of the chairman of the board, his duties shall be performed and his powers exercised by the president.

7.03 President

The president shall, subject to the authority of the board, have full power to manage and direct the business and affairs of the Corporation and shall be the chief executive officer of the Corporation. Unless he is a director, he shall not preside as chairman at any meeting of directors or of a committee of directors.

7.04 Vice-President

During the absence or disability of the president, his duties shall be performed and his powers exercised by the vice-president, if there is one, or, if there is more than one, by the vice-president

designated from time to time by the board or the president; provided, however, that a vice-president who is not a director shall not preside as chairman at any meeting of directors or of a committee of directors. A vice-president shall have such other powers and duties as the board or the president may prescribe.

7.05 Secretary

The secretary shall attend and be the secretary of all meetings of the board, shareholders and committees of the board and shall enter or cause to be entered in records kept for that purpose minutes of all proceedings thereat; he shall give or cause to be given, as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and of all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the board or the chief executive officer may specify.

7.06 Treasurer

If a treasurer is appointed, the treasurer shall keep proper accounting records in compliance with the CBCA and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the board whenever required an account of all his transactions and he shall have such other powers and duties as the board or chief executive officer, if any, or the president may specify.

7.07 General Manager or Manager

If elected or appointed, the general manager shall have, subject to the authority of the board, the chief executive officer, if any, and the president, full power to manage and direct the business and affairs of the Corporation (except such matters and duties as by law must be transacted or performed by the board and/or by the shareholders) and to employ and discharge agents and employees of the Corporation and may delegate to him or them any lesser authority. A general manager or manager shall conform to all lawful orders given to him by the board and shall at all reasonable times give to the directors or any of them all information they may require regarding the affairs of the Corporation. Any agent or employee appointed by a general manager or manager shall be subject to discharge by the board.

7.08 Powers and Duties of Other Officers

The powers and duties of all other officers shall be such as the terms of their engagement call for or as the board, or the chief executive officer, if any, or the president may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board or the chief executive officer, if any, or the president otherwise directs.

7.09 Variation of Powers and Duties

The board may from time to time and subject to the provisions of the CBCA, vary, add to or limit the powers and duties of any officer.

7.10 Vacancies

If the office of any officer of the Corporation shall be or become vacant by reason of death, resignation, disqualification or otherwise, the directors by resolution shall, in the case of the president or the secretary, and may, in the case of any other office, appoint a person to fill such vacancy.

7.11 Remuneration and Removal

The remuneration of all officers appointed by the board of directors shall be determined from time to time by resolution of the board of directors. The fact that any officer or employee is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as may be determined. All officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the board of directors at any time, with or without cause.

7.12 Agents and Attorneys

The Corporation, by or under the authority of the board, shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers (including the power to sub-delegate) of management, administration or otherwise as may be thought fit.

7.13 Conflict of Interest

An officer shall disclose his interest in any material contract or proposed material contract with the Corporation in accordance with section 6.01.

7.14 Fidelity Bonds

The board may require such officers, employees and agents of the Corporation as the board deems advisable to furnish bonds for the faithful discharge of their powers and duties, in such forms and with such surety as the board may from time to time determine.

8. SHAREHOLDERS' MEETINGS

8.01 Annual Meetings

Subject to the CBCA, the annual meeting of shareholders shall be held at such time and on such day in each year and, subject to section 8.03, at such place or places as the board, the chairman of the board or the president may from time to time determine, for the purpose of considering the financial statements and reports required by the CBCA to be placed before the annual meeting, electing directors, appointing auditors if required by the CBCA or the articles, and for the transaction of such other business as may properly be brought before the meeting.

8.02 Special Meetings

The board shall have the power to call a special meeting of shareholders at any time.

8.03 Place of Meetings

Meetings of shareholders shall be held at any place within Canada as the directors may by resolution determine or, if all the shareholders entitled to vote at the meeting so agree or if the articles so provide, outside Canada.

8.04 Record Date for Notice

The board may fix in advance a date, preceding the date of any meeting of shareholders by not more than sixty (60) days and not less than twenty-one (21) days (or if the Corporation is not a distributing corporation, seven (7) days), as a record date for the determination of shareholders entitled to notice of the meeting. If no record date is fixed, the record date for the determination of the shareholders entitled to receive notice of the meeting shall be the close of business on the date immediately preceding the day on which the notice is given or, if no notice is given, the day on which the meeting is held.

8.05 Notice of Meeting

Notice of the time and place of each meeting of shareholders shall be sent not less than twenty-one (21) days (or if the Corporation is not a distributing corporation, seven (7) days) and not more than sixty (60) days before the meeting to each shareholder entitled to vote at the meeting, each director and the auditor of the Corporation. Such notice may be sent by mail addressed to, or may be delivered personally to, the shareholder, at his latest address as shown in the records of the Corporation or its transfer agent, to the director, at his latest address as shown in the records of the Corporation or in the last notice filed pursuant to the CBCA, or to the auditor, at his most recent address as shown in the records of the Corporation. A notice of meeting of shareholders sent by mail to a shareholder, director or auditor in accordance with the above is deemed to be sent on the day on which it was deposited in the mail. A notice of a meeting is not required to be sent to shareholders who are not registered on the records of the Corporation or its transfer agent on the record date as determined according to section 8.04 hereof. Notice of a meeting of shareholders at which special business is to be transacted shall state the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and shall state the text of any special resolution to be submitted to the meeting.

8.06 Right to Vote

Subject to the provisions of the CBCA as to authorized representatives of any other body corporate, at any meeting of shareholders in respect of which the Corporation has prepared the list referred to in section 8.07 hereof, every person who is named in such list shall be entitled to vote the shares shown thereon opposite his name except to the extent that such person has transferred any of his shares after the record date set pursuant to section 8.04 hereof or, if no record date is fixed, after the date on which the list referred to in section 8.07 is prepared, and the transferee, upon producing properly endorsed certificates evidencing such shares or otherwise establishing that he owns such shares, demands not later than ten (10) days before the meeting that his name be included to vote the transferred shares at the meeting. In the absence of a list prepared as aforesaid in respect of a meeting of shareholders, every person shall be entitled to vote at the meeting who at the close of business on the record date, or if no record date is set, at the close of business on the date preceding the date notice is sent, is entered in the securities register as the holder of one or more shares carrying the right to vote at such meeting.

8.07 List of Shareholders Entitled to Notice

For every meeting of shareholders the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order, and showing the number of shares held by each shareholder. If a record date for the meeting is fixed pursuant to section 8.04 hereof by the board, the shareholders listed shall be those registered at the close of business on the record date.

If no record date is fixed by the board, the shareholders listed shall be those listed at the close of business on the day immediately preceding the day on which notice of a meeting is given, or where no such notice is given, the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where its central securities register is maintained and at the place where the meeting is held.

8.08 Meetings Without Notice

A meeting of shareholders may be held without notice at any time and place permitted by the CBCA:

(a) if all the shareholders entitled to vote thereat are present in person or represented by proxy or if those not present or represented by proxy waive notice of or otherwise consent to such meeting being held; and

(b) if the auditors and the directors are present or waive notice of or otherwise consent to such meeting being held.

At such meetings any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to a meeting being held at such place.

8.09 Waiver of Notice

A shareholder and any other person entitled to attend a meeting of shareholders may in any manner waive notice of a meeting of shareholders and attendance of any such person at a meeting of shareholders shall constitute a waiver of notice of the meeting except where such person attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

8.10 Chairman, Secretary and Scrutineers

The chairman of the board or, in his absence, the president, if such an officer has been elected or appointed and is present, or otherwise a vice-president shall be chairman of any meeting of shareholders. If no such person is present within fifteen (15) minutes from the time fixed for holding the meeting, or if those entitled to be chairman decline to take the chair, the persons present and entitled to vote shall choose one of their number or any other person to be chairman. If the secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

8.11 Persons Entitled to be Present

The only persons entitled to be present at a meeting of shareholders shall be those entitled to vote thereat, the directors and auditors of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the CBCA or the articles or by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

8.12 Quorum

A quorum at any meeting of shareholders (unless a greater number of persons are required to be present or a greater number of shares are required to be represented by the CBCA or by the articles or by any other by-law) shall be shareholders present in person or represented by proxy or duly authorized representative, being not less than two (2) in number, unless there is only one shareholder in which case the quorum is one person present and being, or represented by proxy or duly authorized representative of such shareholder. If a quorum is present at the opening of any meeting of shareholders, the shareholders present or represented may proceed with the business of the meeting notwithstanding that a quorum is not present through the meeting. If a quorum is not present at the opening of the meeting of shareholders, the shareholders present or represented may adjourn the meeting to a fixed time and place but may not transact any other business.

8.13 Proxyholders and Representatives

Votes at meetings of the shareholders may be given either personally or by proxy; or, in the case of a shareholder who is a body corporate or association, by an individual authorized by a resolution of the board of directors or governing body of the body corporate or association to represent it at a meeting of shareholders of the Corporation, upon producing a certified copy of such resolution or otherwise establishing his authority to vote to the satisfaction of the secretary or the chairman.

A proxy shall be executed by the shareholder or his attorney authorized in writing and is valid only at the meeting in respect of which it is given or any adjournment of that meeting. A person appointed by proxy need not be a shareholder.

8.14 Time for Deposit of Proxies

The board may specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting by not more than forty-eight (48) hours exclusive of Saturdays and holidays, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time having been specified in such notice, it has been received by the secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

8.15 Joint Shareholders

If two or more persons hold shares jointly, any one of them present in person or duly represented at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if two or more of those persons are present in person or represented and vote, they shall vote as one the shares jointly held by them.

8.16 Votes to Govern

Except as otherwise required by the CBCA, all questions proposed for the consideration of shareholders at a meeting of shareholders shall be determined by a majority of the votes cast and in the event of an equality of votes at any meeting of shareholders either upon a show of hands or upon a ballot, the chairman shall not have a second or casting vote.

8.17 Show of Hands

Subject to the CBCA, any question at a meeting of shareholders shall be decided by a show of hands, unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of shareholders upon the said question.

8.18 Ballots

On any question proposed for consideration at a meeting of shareholders, a shareholder, proxyholder or other person entitled to vote may demand and the chairman may require that a ballot be taken either before or upon the declaration of the result of any vote by show of hands. If a ballot is demanded on the election of a chairman or on the question of an adjournment it shall be taken forthwith without an adjournment. A ballot demanded or required on any other question shall be taken in such manner as the chairman shall direct. A demand or requirement for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares that he is entitled to vote at the meeting upon the question, to the number of votes as provided for by the articles or, in the absence of such provision in the articles, to one vote for each share he is entitled to vote. The result of the ballot so taken shall be the decision of the shareholders upon the question.

8.19 Seconds

No motion proposed at a general meeting need be seconded and the chairman may propose a motion.

8.20 Adjournment

The chairman at a meeting of shareholders may, with the consent of the meeting and subject to such conditions as the meeting may decide, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than thirty (30) days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the time of the adjournment. Subject to the CBCA, if a meeting of shareholders is adjourned by one or more adjournments for an aggregate of thirty (30) days or more, notice of the adjourned meeting shall be given in the same manner as notice for an original meeting but, unless the meeting is adjourned by one or more adjournments for an aggregate of more than ninety (90) days, subsection 149(1) of the CBCA does not apply.

8.21 Resolution in Lieu of a Meeting

Except where not permitted in the CBCA, a resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders; and a resolution in writing dealing with all matters required to be dealt with at a meeting of shareholders, and signed by all the shareholders entitled to vote at such meeting, satisfies all the requirements of the CBCA relating to meetings of shareholders. A copy of every such

resolution in writing shall be kept with minutes of the meetings of shareholders. Any such resolution in writing is effective for all purposes at such time as the resolution states regardless of when the resolution is signed. Such resolution may be in two or more counterparts which together shall be deemed to constitute one resolution in writing.

8.22 Only One Shareholder

Where the Corporation has only one shareholder or only one holder of any class or series of shares, the shareholder present in person or duly represented constitutes a meeting.

9. SHARES

9.01 Non-Recognition of Trusts

Subject to the CBCA, the Corporation may treat the registered holder of any share as the person exclusively entitled to vote, to receive notices, to receive any dividend or other payment in respect of the share, and otherwise to exercise all the rights and powers of an owner of the share.

9.02 Certificates

The shareholder is entitled at his option to a share certificate that complies with the CBCA or a non-transferable written acknowledgment of his right to obtain a share certificate from the Corporation in respect of the securities of the Corporation held by him. Share certificates and acknowledgments of a shareholder's right to a share certificate, respectively, shall be in such form as prescribed by the CBCA and as the Board shall from time to time approve. A share certificate shall be signed manually by at least one director or officer of the Corporation or by or on behalf of a registrar, transfer agent or branch transfer agent of the Corporation, or by a trustee who certifies it in accordance with a trust indenture, and any additional signatures required on the share certificate may be printed or otherwise mechanically reproduced on it.

9.03 Replacement of Share Certificates

The board or any officer or agent designated by the board may in its or his discretion direct the issuance of a new share certificate or other such certificate in lieu of and upon cancellation of a certificate that has been mutilated or in substitution for a certificate claimed to have been lost, destroyed or wrongfully taken on payment of such reasonable fee and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the board may from time to time prescribe, whether generally or in any particular case.

9.04 Joint Holders

The Corporation is not required to issue more than one share certificate in respect of shares held jointly by several persons, and delivery of a certificate to one of several joint holders is sufficient delivery to all. Any one of such holders may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such certificate.

10. TRANSFER OF SECURITIES

10.01 Registration of Transfer

If a share in registered form is presented for registration of transfer, the Corporation shall register the transfer if:

(a) the share is endorsed by an appropriate person, as defined in section 65 of the CBCA;

(b) reasonable assurance is given that the endorsement is genuine and effective;

(c) the Corporation has no duty to enquire into adverse claims or has discharged any such duty;

(d) any applicable law relating to the collection of taxes has been complied with;

(e) the transfer is rightful or is to a bona fide purchaser; and

(f) the transfer fee, if any, has been paid.

10.02 Transfer of Shares

Subject to the restrictions, if any, set forth in the articles and the by-laws, any shareholder may transfer any of his shares by instrument in writing executed by or on behalf of such shareholder and delivered to the Corporation or its transfer agent. The instrument of transfer of any share of the Corporation shall be in the form, if any, on the back of the Corporation's share certificates or in such other form as the directors may from time to time approve or accept. If the directors so determine, each instrument of transfer shall be in respect of only one class of share. Except to the extent that the CBCA may otherwise provide, the transferor shall be deemed to remain the holder of the shares until the name of the transferee is entered in the register of shareholders or a branch register of shareholders in respect thereof.

10.03 Signature

The signature of the registered owner of any shares, or of his duly authorized attorney, upon an authorized instrument of transfer shall constitute a complete and sufficient authority to the Corporation, its directors, officers and agents to register, in the name of the transferee as named in the instrument of transfer, the number of shares specified therein or, if no number is specified, all the shares of the registered owner represented by share certificates deposited with the instrument of transfer. If no transferee is named in the instrument of transfer, the instrument of transfer shall constitute a complete and sufficient authority to the Corporation, its directors, officers and agents to register, in the name of the person on whose behalf any certificate for the shares to be transferred is deposited with the Corporation for the purpose of having the transfer registered, the number of shares if specified in the instrument of transfer or, if no number is specified, all the shares represented by all share certificates deposited with the instrument of transfer.

10.04 Transferee

Neither the Corporation nor any director, officer or agent thereof shall be bound to enquire into the title of the person named in the form of transfer as transferee, or, if no person is named therein as

transferee, of the person on whose behalf the certificate is deposited with the Corporation for the purpose of having the transfer registered or be liable to any claim by such registered owner or by any intermediate owner or holder of the certificate or of any of the shares represented thereby or any interest therein for registering the transfer, and the transfer, when registered, shall confer upon the person in whose name the shares have been registered a valid title to such shares.

10.05 Instrument of Transfer

Every instrument of transfer shall be executed by the transferor and left at the registered office of the Corporation or at the office of its transfer agent or registrar for registration together with the share certificate for the shares to be transferred and such other evidence, if any, as the directors or the transfer agent or registrar may require to prove the title of the transferor or his right to transfer the shares and the right of the transferee to have the transfer registered. All instruments of transfer, where the transfer is registered, shall be retained by the Corporation or its transfer agent or registrar and any instrument of transfer, where the transfer is not registered, shall be returned to the person depositing the same together with the share certificate which accompanied the same when tendered for registration.

10.06 Fees

There shall be paid to the Corporation in respect of the registration of any transfer such sum, if any, as the directors may from time to time determine.

10.07 Shareholder Indebted to the Corporation

If so provided in the articles or by-laws of the Corporation, the Corporation has a lien on a share registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation. By way of enforcement of such lien the directors may refuse to permit the registration of a transfer of such share.

10.08 Transfer Agents and Registrar

The board may from time to time by resolution appoint or remove one or more agents to maintain a central securities register or registers and a branch securities' register or registers. Agents so appointed may be designated as transfer agent or registrar according to their functions, and a person may be appointed and designated with functions as both registrar and transfer or branch transfer agent. Registration of the issuance or transfer of a security in the central securities' register or in a branch securities' register is complete and valid registration for all purposes.

10.09 Securities Registers

A central securities' register of the Corporation shall be kept at its registered office or at any other place in Canada designated by the directors to record the shares and other securities issued by the Corporation in registered form, showing with respect to each class or series of shares and other securities:

(a) the names, alphabetically arranged, and the latest known address of each person who is or has been a holder;

(b) the number of shares or other securities held by each holder; and

(c) the date and particulars of the issuance and transfer of each share or other security.

A branch securities' register or registers may be kept either in or outside Canada at such place or places as the directors may determine. A branch securities register shall only contain particulars of securities issued or transferred at that branch. Particulars of each issue or transfer of a security registered in a branch securities' register shall also be kept in the corresponding central securities register.

10.10 Deceased Shareholders

In the event of the death of a holder, or of one of the joint holders, of any share, the Corporation shall not be required to make any entry in the securities' register in respect thereof or to make any dividend or other payments in respect thereof except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

11. DIVIDENDS AND RIGHTS

11.01 Dividends

Subject to the CBCA, the board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

11.02 Dividend Cheques

A dividend payable in money shall be paid by cheque to the order of each registered holder of shares of the class or series in respect of which it has been declared and shall be mailed by prepaid ordinary mail to such registered holder at his address recorded in the Corporation's securities' register or registers unless such holder otherwise directs. In the case of joint holders the cheque shall, unless such joint holders otherwise direct, be made payable to the order of all such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold.

11.03 Non-Receipt of Cheques

In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

11.04 No Interest

No dividend shall bear interest against the Corporation.

11.04 Unclaimed Dividends

Any dividend unclaimed after a period of six (6) years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

11.05 Record Date for Dividends and Rights

The board may fix in advance a date, preceding by not more than fifty (50) days the date for the payment of any dividend, as a record date for the determination of the persons entitled to receive payment of such dividend, provided that, unless waived as provided for in the CBCA, notice of any such record date is given, not less than seven (7) days before such record date, by newspaper advertisement in the manner provided in the CBCA and by written notice to each stock exchange in Canada, if any, on which the Corporation's shares are listed for trading. Where no record date is fixed in advance as aforesaid, the record date for the determination of the persons entitled to receive payment of any dividend shall be at the close of business on the day on which the resolution relating to such dividend is passed by the board.

11.07 Fractions

Notwithstanding any other provisions of the by-laws, should any dividend result in any shareholders being entitled to a fractional part of a share of the Corporation, the directors shall have the right to pay such shareholders in place of that fractional share, the cash equivalent thereof calculated on the price or consideration for which such shares were or were deemed to be issued, and shall have the further right and complete discretion to carry out such distribution and to adjust the rights of the shareholders with respect thereon on as practical and equitable a basis as possible including the right to arrange through a fiscal agent or otherwise for the sale, consolidation or other disposition of those fractional shares on behalf of those shareholders of the Corporation.

12. INFORMATION AVAILABLE TO SHAREHOLDERS

12.01 Confidential Information

Except as provided by the CBCA, no shareholder shall be entitled to obtain information respecting any details or conduct of the Corporation's business which in the opinion of the directors it would be inexpedient in the interests of the Corporation to communicate to the public.

12.02 Conditions of Access to Information

The directors may from time to time, subject to rights conferred by the CBCA, determine whether and to what extent and at what time and place and under what conditions or regulations the documents, books and registers and accounting records of the Corporation or any of them shall be open to the inspection of shareholders and no shareholder shall have any right to inspect any document or book or register or account record of the Corporation except as conferred by statute or authorized by the board of directors or by a resolution of the shareholders.

12.03 Registered Office and Separate Records Office

The registered office of the Corporation shall be at a place with in Canada and at such location therein as the board may from time to time determine. The records office will be at the registered office or at such location, if any, within Canada, as the Board may from time to time determine.

13. NOTICES

13.01 Method of Giving Notices

A notice or document required by the CBCA, the Regulations, the articles or the by-laws to be sent to a shareholder or director of the Corporation may be sent by prepaid mail addressed to, or may be delivered personally to:

(a) the shareholder at his latest address as shown in the records of the Corporation or its transfer agent; and

(b) the director at his latest address as shown in the records of the Corporation or in the last notice filed under section 106 or 113.

A notice or document sent by mail in accordance with the foregoing to a shareholder or director of the Corporation is deemed to be received by him at the time it would be delivered in the ordinary course of mail unless there are reasonable grounds for believing that the shareholder or director did not receive the notice or document at the time or at all.

13.02 Notice to Joint Shareholders

If two or more persons are registered as joint holders of any share, any notice may be addressed to all of such joint holders but notice addressed to one of such persons shall be sufficient notice to all of them.

13.03 Persons Entitled by Death or Operation of Law

Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the CBCA.

13.04 Non-Receipt of Notices

If a notice or document is sent to a shareholder in accordance with section 13.01 and the notice or document is returned on three (3) consecutive occasions because the shareholder cannot be found, the Corporation is not required to send any further notice or documents to the shareholder until he informs the Corporation in writing of his new address; provided always, that in the event of the return of a notice of a shareholders' meeting mailed to a shareholder in accordance with section 13.01 of this by-law the notice shall be deemed to be received by the shareholder on the date deposited in the mail notwithstanding its return.

13.05 Omissions and Errors

Subject to the CBCA, the accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

13.06 Signature on Notices

Unless otherwise specifically provided, the signature of any director or officer of the Corporation to any notice or document to be given by the Corporation may be written, stamped, typewritten or printed or partly written, stamped, typewritten or printed.

13.07 Waiver of Notice

If a notice or document is required by the CBCA or the Regulations, the articles, the by-laws or otherwise to be sent, the sending of the notice or document may be waived or the time for the notice or document may be waived or abridged at any time with the consent in writing of the person entitled to receive it.

14. MISCELLANEOUS

14.01 Directors to Require Surrender of Share Certificates

The directors in office when a Certificate of Continuance is issued under the CBCA are hereby authorized to require the shareholders of the Corporation to surrender their share certificates, or such of their share certificates as the directors may determine, for the purpose of cancelling the share certificates and replacing them with new share certificates that comply with the CBCA, in particular, replacing existing share certificates with share certificates that are not negotiable securities under the CBCA. The directors in office shall by resolution under this section 14.01 shall in their discretion decide the manner in which they shall require the surrender of existing share certificates and the time within which the shareholders must comply with the requirement and the form or forms of the share certificates to be issued in place of the existing share certificates. The directors may take such proceedings as they deem necessary to compel any shareholder to comply with a requirement to surrender his share certificate or certificates pursuant to this section. Notwithstanding any other provision of this by-law, but subject to the CBCA, the directors may refuse to register the transfer of shares represented by a share certificate that has not been surrendered pursuant to a requirement under this section.

14.02 Financial Assistance to Shareholders, Employees and Others

The Corporation may give financial assistance by means of a loan, guarantee or otherwise:

(a) to any person in the ordinary course of business if the lending of money is part of the ordinary business of the Corporation;

(b) to any person on account of expenditures incurred or to be incurred on behalf of the Corporation;

(c) to a holding body corporate if the Corporation is a wholly-owned subsidiary of the holding body corporate;

(d) to a subsidiary body corporate of the Corporation; or

(e) to employees of the Corporation or any of its affiliates:

(i) to enable or assist them to purchase or erect living accommodation for their own occupation; or

(ii) in accordance with a plan for the purchase of shares of the Corporation or any of its affiliates to be held by a trustee;

and, subject to the CBCA:

(f) to any shareholder, director, officer or employee of the Corporation or of an affiliated corporation or to an associate of any such person for any purpose; or

(g) to any person for the purpose of or in connection with a purchase of a share issued or to be issued by the Corporation or an affiliated corporation.

14.03 Severability

The invalidity or unenforceability of any provision of this by-law shall not affect the validity or enforceability of the remaining provisions of this by-law.

MADE by the Board on June 8, 2021.

_____
DIRECTOR

CONFIRMED by the sole shareholder in accordance with the CBCA on June 8, 2021.

ENTHEON BIOMEDICAL CORP.

Per: _____
Authorized Signatory

BORROWING BY-LAW

13089363 CANADA INC.

BY-LAW NO. 2

A by-law respecting the borrowing of money by the Corporation.

1. In addition to, and without limiting such powers which the Corporation may by law possess, the directors of the Corporation may from time to time without authorization of the shareholders,

   (a) borrow money upon the credit of the Corporation;

   (b) limit or increase the amount to be borrowed;

   (c) issue, reissue, sell or pledge bonds, debentures, notes or other securities of the Corporation;

   (d) issue, sell or pledge such bonds, notes, debentures or other securities or debt obligations for such sums and at such prices as may be deemed expedient, and

   (e) secure such debentures, or other securities, or any other present or future borrowing or liability of the Corporation, by mortgage, hypothec, charge or pledge of all or any currently owned or subsequently acquired real and personal, movable and immovable property of the Corporation, and the undertaking and rights of the Corporation.

2. The directors may from time to time by resolution delegate all or any of the powers conferred on them by paragraph 1 of this by-law to any director or directors, or officers or officers of the Corporation to the full extent thereof of such lessor extent as the directors may in any such resolution provide.

3. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Corporation possessed by its directors or officers independently of a borrowing by-law.

MADE by the Board on June 8, 2021.

_____

DIRECTOR

CONFIRMED by the sole shareholder in accordance with the CBCA on June 8, 2021.

ENTHEON BIOMEDICAL CORP.

Per: _____
Authorized Signatory

Schedule "E"
FORM OF ADVISORY AGREEMENT

[*Redacted: Commercially Sensitive and Personal Information.*]

Schedule "F"
LOBO SHAREHOLDER LIST

[*Redacted: Personal Information.*]

Schedule "G"
LOBO OUTSTANDING CONVERTIBLE SECURITIES LIST

[*Redacted: Personal Information.*]