

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 23 day of December, 2021.

AMONG:

GREENRIDEZ 2.0 ACQUISITIONS CORP., a corporation existing under the laws of the Province of British Columbia, having an office at 595 Burrard Street, Suite 2900, PO Box 49130, Vancouver, British Columbia V7X 1J5

(hereinafter referred to as “**G2**”)

- and -

LOPHOS PHARMACEUTICALS CORP., a corporation existing under the laws of the Province of British Columbia, having an office at 550 Burrard Street, Suite 2900, Vancouver, British Columbia V6C 0A3

(hereinafter referred to as “**Lophos**”)

- and -

The common shareholders of Lophos listed in the attached Schedule “A” (which shareholders, together, if applicable, with any persons that become shareholders of Lophos prior to Closing (as defined below), the “**Shareholders**”, and individually as a “**Shareholder**”)

WHEREAS:

- A. The Shareholders are collectively the legal and beneficial owners of all of the issued and outstanding common shares in the capital of Lophos (the “**Lophos Shares**”);
- B. G2 has agreed to purchase all of the issued and outstanding Lophos Shares (the “**Transaction**”) in exchange for common shares of G2 on the terms and conditions set forth in this Agreement; and
- C. The Shareholders who have executed this Agreement have agreed to the Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) “**Agreement**” means this share exchange agreement as the same may be supplemented or amended from time to time;
- (b) “**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;
- (c) “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (d) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (e) “**Claim**” has the meaning set forth in Section 5.04;
- (f) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (g) “**Closing Date**” means the date hereof;
- (h) “**Common Shares**” means common shares without par value in the capital of G2;
- (i) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (j) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; and (iii) the

share certificate books, register of shareholders, register of transfers and registers of directors and officers;

- (k) “**CSE**” means the Canadian Securities Exchange, operated by the CNSX Markets Inc.;
- (l) “**Direct Claim**” has the meaning set forth in Section 5.04;
- (m) “**G2 Board**” means the board of directors of G2;
- (n) “**Governmental Authority**” means any (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (ii) regulatory authority, including any securities commission, or stock exchange, including the CSE;
- (o) “**Indemnified Party**” has the meaning set forth in Section 5.04;
- (p) “**Indemnifying Party**” has the meaning set forth in Section 5.04;
- (q) “**IP**” means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations- in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii) licenses, contacts and agreements otherwise relating to the IP, and (ix) the goodwill symbolized or represented by the foregoing;
- (r) “**laws**” means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and “**law**” means any one of them;
- (s) “**Lophos Material Contracts**” has the meaning set forth in Section 4.03(i);

- (t) “**Lophos Shares**” has the meaning set forth in the preamble;
- (u) “**Material Adverse Effect**” means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of G2 or Lophos, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or to consummate the Transaction;
- (v) “**Material Contract**” means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$10,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (w) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (x) “**Payment Shares**” has the meaning set forth in Section 2.02;
- (y) “**person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (z) “**Purchased Shares**” means the 11,125,000 Lophos Shares purchased by G2 pursuant to this Agreement;
- (aa) “**Regulation S**” means Regulation S under the U.S. Securities Act;
- (bb) “**Richmond Pharma**” means Richmond Pharma Inc., an Ontario corporation;
- (cc) “**Securities Laws**” means the Canadian provincial securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (dd) “**Shareholders**” and “**Shareholder**” have the respective meanings set forth in the first page of this Agreement;
- (ee) “**Tax**” means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any

Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers' compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and "**Taxes**" has a corresponding meaning;

- (ff) "**Tax Act**" means the *Income Tax Act* (Canada);
- (gg) "**Tax Election Form**" has the meaning set forth in Section 2.03;
- (hh) "**Tax Election Provision**" has the meaning set forth in Section 2.03;
- (ii) "**Tax Return**" means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments;
- (jj) "**Third Party**" has the meaning set forth in Section 5.06(e);
- (kk) "**Third Party Claim**" has the meaning set forth in Section 5.04;
- (ll) "**Time of Closing**" means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as the parties may mutually determine;
- (mm) "**Transaction**" has the meaning set forth in the recitals of this Agreement;
- (nn) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
- (oo) "**U.S. Person**" means a U.S. person as defined in Rule 902(k) of Regulation S;
- (pp) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended; and
- (qq) "**U.S. Shareholder**" means (i) a U.S. Person, (ii) any person who receives or received an offer of the Payment Shares while in the United States, (iii) any person acquiring the Payment Shares on behalf of, or for the account or benefit of any U.S.

Person or any person in the United States, or (iv) any person who is or was in the United States at the time when such person executed or delivered this Agreement.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference shall be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

- (a) Any reference herein to “the knowledge of G2” (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of G2,

together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

- (b) Any reference herein to “the knowledge of Lophos” (or similar expressions) will be deemed to mean the actual knowledge of any director or executive officer of Lophos, together with the knowledge such person would have had if he had conducted a diligent inquiry into the relevant subject matter.

1.09 Schedules

The schedules to this Agreement, listed below, are an integral part of this Agreement, and must be completed and attached before the Closing Date for this Agreement to be fully-integrated and thereafter enforceable by or against any party:

<u>Schedule</u>	<u>Description</u>
Schedule “A”	Shareholders of Lophos

ARTICLE 2 PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees, on its own behalf, to sell, assign and transfer to G2 and G2 covenants and agrees to purchase from the Shareholders, the number of Purchased Shares which are beneficially owned by such Shareholder at the Time of Closing. As of the date of this Agreement, the number of Purchased Shares which are beneficially owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule “A” attached hereto.

At the Time of Closing, the Shareholders shall exchange the Purchased Shares held by such Shareholder for Common Shares. In consideration for the exchange by the Shareholders of each Purchased Share, the Shareholders shall receive from G2 four Common Shares for each Purchased Share so exchanged.

2.02 Purchase Price

In consideration for the acquisition of the Lophos Shares, G2 shall issue from treasury to the Shareholders *pro rata* in proportion to their holdings of Purchased Shares at the Time of Closing, an aggregate of 44,500,000 Common Shares, free and clear of any encumbrances (the “**Payment Shares**”). The Payment Shares are being issued at a deemed value of \$0.10 per Payment Share.

2.03 Tax Election

G2 agrees that, at the request and expense of any Shareholder who is resident in Canada for the purposes of the Tax Act, G2 shall jointly elect with the Shareholder for the provisions of subsection 85(1) or (2) of the Tax Act and any equivalent provision under provincial legislation

(each a “**Tax Election Provision**”) to apply to the Purchased Shares acquired by G2 from the Shareholder. In order to make any such election, the Shareholder shall prepare any prescribed election form (each a “**Tax Election Form**”) and deliver any such Tax Election Form to G2 within 90 days of the Closing Date. Upon receipt, G2 shall sign the Tax Election Form and deliver a copy of the Tax Election Form to the Shareholder by mail using the address that the Shareholder provided to G2 in the Tax Election Form within 30 days of receipt thereof. It shall be the sole responsibility of the Shareholder making the request to file the Tax Election Form with the Canada Revenue Agency or relevant provincial Governmental Authority. G2 shall not be liable for any damages arising to a Shareholder for a late filing of a Tax Election Form or any errors or omissions on a Tax Election Form.

Notwithstanding anything contained in this Agreement, G2 does not assume and shall not be liable for any Taxes under the Tax Act or under provincial legislation or any other amount whatsoever which may be or become payable by the Shareholders including, without limiting the generality of the foregoing, any Tax resulting from or arising as a consequence of the sale by the Shareholders to G2 of the Purchased Shares herein contemplated, or the availability (or lack thereof) of any Tax Election Provision, or the content or impact of any election made under any Tax Election Provision.

2.04 Restrictions on Resale

Each of the Shareholders acknowledges that (i) the issuance of the Payment Shares in exchange for the Purchased Shares will be made pursuant to appropriate exemptions from any applicable take-over bid and registration and prospectus requirements of the Securities Laws, and (ii) the certificates representing the Payment Shares will bear such legends as may be required by the Securities Laws.

2.05 PIFs

Lophos shall deliver to G2 (for further delivery by G2 to the CSE) a Form 3 - *Personal Information Form* duly completed by each of Jacqueline Claire Lupo and Elyssia Patterson as directors and officers, on or before the Closing Date:

ARTICLE 3 CLOSING AND POST-CLOSING ARRANGEMENTS

3.01 Time and Place of Closing

The Closing shall be electronic (pursuant to the electronic or other remote exchange of documents and closing deliverables required by this Agreement), unless a place is agreed to in writing by the parties.

3.02 Closing Deliveries of G2

At the Time of Closing, G2 will have delivered, deliver or cause to be delivered:

- (a) notice of shares evidencing the Payment Shares registered as directed by the Shareholders (or by Lophos on behalf of the Shareholders);

- (b) a certificate of one of G2's senior officers, dated as of the Closing Date, certifying:
 - (i) that attached thereto are true and complete copies of the notice of articles and articles of G2 (and all amendments thereto as in effect as on such date);
 - (ii) all resolutions of the G2 Board approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares;
 - (iii) as to the incumbency and genuineness of the signature of each officer of G2 executing this Agreement or any of the other agreements or documents contemplated hereby; and
 - (iv) the number of issued and outstanding shares of G2 immediately prior to the Closing, and the number of issued and outstanding convertible securities and contractual obligations for Common Shares of G2;
- (c) resignations of the directors of G2 (including a statement from each of the directors certifying that such director does not have any claim in any respect against G2) and resolutions consented to in writing by the directors of G2 (and if applicable, the shareholders of G2) appointing nominees of Lophos as directors of G2, if applicable; and
- (d) a certificate of good standing for G2.

3.03 Closing Deliveries of Lophos

At the Time of Closing, Lophos will deliver or cause to be delivered:

- (a) consents to act for proposed directors and personal information forms for proposed directors and officers described in Sections 2.05;
- (b) a certificate of a senior officer of Lophos, dated as of the Closing Date, certifying:
 - (i) that attached thereto are true and complete copies of the articles and by-laws of Lophos (and all amendments thereto as in effect as on such date);
 - (ii) all resolutions of the board of directors of Lophos approving the entering into of this Agreement and the completion of the Transaction; and
 - (iii) as to the incumbency and genuineness of the signature of each officer of Lophos executing this Agreement or any of the other agreements or documents contemplated hereby; and
- (c) a certificate of good standing for Lophos.

3.04 Post-Closing Obligations

The parties acknowledge and agree that, promptly following the Closing, they will use their commercially reasonable efforts to proceed with the purchase of Richmond Pharma on the following terms and conditions: (i) 60% of Richmond Pharma shall be acquired from three selling shareholders for an aggregate consideration of \$300,000 and by issuing such shareholders their *pro rata* share of promissory notes representing an aggregate amount of \$1,910,400; and (ii) 40% of Richmond Pharma shall be acquired from Herman Holdings Limited in consideration of \$17,500,000 to be paid by the issuance of G2 shares.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.01 Representations and Warranties of G2

G2 represents and warrants to and in favour of each of the Shareholders and Lophos as follows, and acknowledges that such parties are relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) G2 is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business under the laws of the jurisdiction in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) G2 is not a “reporting issuer” or equivalent in any jurisdiction nor are any shares of G2 listed or quoted on any stock exchange or electronic quotation system;
- (c) G2 has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder and to carry on its businesses as now being conducted;
- (d) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by G2 and each is, or will be at the Time of Closing, a legal, valid and binding obligation of G2, enforceable against G2 in accordance with its terms;
- (e) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of G2 or of any resolutions of the directors or shareholders of G2, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Material Contract of G2), license or permit to which G2 is a party or by which G2 is bound or to which any material assets or property of G2 is subject, or (iii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to G2;
- (f) the authorized capital of G2 consists of:
 - (i) an unlimited number of Common Shares, of which, as of the date hereof, 1,250,000 Common Shares are issued and outstanding;
 - (ii) 10,295,000 special warrants, which special warrants automatically convert into Common Shares, on a one for one basis, for no additional consideration pursuant to the terms thereof;

- (iii) 5,680,250 common share purchase warrants exercisable to acquire 5,680,250 Common Shares at an exercise price of \$0.10 for a period of 24 months; and
- (iv) no other options or securities exercisable or exchangeable for, or convertible into, or other rights to acquire, Common Shares are issued and outstanding;
- (g) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;
- (h) except for the holders of the securities set out Section 4.01(f), no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of G2;
- (i) G2 does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and G2 does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (j) G2 is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (k) there are no waivers, consents, notices or approvals required to be given or obtained by G2 in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which G2 is a party;
- (l) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over G2 is required to be obtained by G2 in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay G2 from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on G2;
- (m) there is no suit, action or proceeding or, to the knowledge of G2, pending or threatened against G2, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against G2;

- (n) no bankruptcy, insolvency or receivership proceedings have been instituted by G2 or, to the knowledge of G2, are pending against G2;
- (o) G2 has good and marketable title to its properties and assets (other than property or an asset as to which G2 is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on G2;
- (p) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from G2 of any of its assets or property;
- (q) G2 has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on G2, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (r) G2 has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified G2 of such Governmental Authority's intention to commence or to conduct any investigation;
- (s) G2 has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by G2 in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to G2 are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. G2 has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;
- (t) there are no audits, reassessments or other proceedings in progress or, to the knowledge of G2, threatened against G2, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and G2 is not aware of any contingent liability of G2 for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and G2 has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;

- (u) G2 has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by G2;
- (v) the Corporate Records of G2 are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the constating documents of G2;
- (w) G2 has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (x) G2 has good and marketable title to its properties and assets (other than property or an asset as to which G2 is a lessee, in which case it has a valid leasehold interest);
- (y) G2 has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (z) all Books and Records of G2 have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein; and
- (aa) to the knowledge of G2, no representation or warranty of G2 contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.02 Representations and Warranties of the Shareholders

Each of the Shareholders, on its own behalf and not on behalf of any other Shareholders, hereby severally (and, for greater certainty, not jointly with any other Shareholders) represents and warrants to G2 as follows and acknowledges that G2 is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered by the Shareholder pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholder and is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms;

- (b) if the Shareholder is not an individual, the Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, or (ii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (d) the Shareholder is the registered and beneficial owner of that number of Lophos Shares, as the case may be, set forth opposite the Shareholder's name in Schedule "A" (such common shares comprising part of the Purchased Shares), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever;
- (e) except for G2's rights hereunder, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Shareholder and none of such Lophos Shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such Lophos Shares;
- (f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement or the consummation by the Shareholder of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;
- (g) the Shareholder is not a U.S. Shareholder and:
 - (i) the offer to purchase the Shareholder's Purchased Shares was not made to the Shareholder when either the Shareholder or any beneficial purchaser for whom it is acting, if applicable, was in the United States;
 - (ii) the Shareholder is not a U.S. Person, is not in the United States and is not acquiring the applicable Payment Shares on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States;

- (iii) at the time this Agreement was executed and delivered by the Shareholder, the Shareholder was outside the United States;
 - (iv) if the Shareholder is a corporation or entity, (A) a majority of the Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the Shareholder's affairs are wholly controlled and directed from outside of the United States;
 - (v) the Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Payment Shares in the United States, except in compliance with the U.S. Securities Act; and
 - (vi) the current structure of the Transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Shareholder to avoid the registration requirements of the U.S. Securities Act and any applicable state securities laws; and
- (h) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Lophos or G2.

4.03 Representations and Warranties of Lophos

Lophos represents and warrants to G2 as follows, and acknowledges that G2 is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) Lophos is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) Lophos has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Lophos and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Lophos, enforceable against Lophos in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not (i) result in a breach or violation of the articles or by-laws of Lophos or of any resolutions of the directors or shareholders of Lophos, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material

alteration or creation of an encumbrance upon any material agreement (including any Lophos Material Contract), license or permit to which Lophos is a party or by which Lophos is bound or to which any material assets or property of Lophos is subject, or (iii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to Lophos;

- (e) the authorized capital of Lophos consists of an unlimited number of common shares, of which, as of the date of this Agreement, 11,125,000 Lophos Shares are issued and outstanding as fully paid and non-assessable shares, and no securities exercisable or exchangeable for, or convertible into, or other rights to acquire, Lophos Shares are issued and outstanding;
- (f) no person (other than G2 pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Lophos;
- (g) Lophos does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Lophos does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (h) Lophos has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (i) all of the Material Contracts, together with this Agreement, and after the execution and delivery thereof, all ancillary agreements contemplated herein, are referred to herein as the “**Lophos Material Contracts**”. Each of the Lophos Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Payment Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Lophos has not violated or breached, in any material respect, any of the terms or conditions of any Lophos Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (j) there are no waivers, consents, notices or approvals required to be given or obtained by Lophos in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which Lophos is a party;

- (k) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Lophos is required to be obtained by Lophos in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay Lophos from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Lophos;
- (l) there is no suit, action or proceeding or, to the knowledge of Lophos, pending or threatened against Lophos that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Lophos, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Lophos causing, or which could reasonably be expected to cause, a Material Adverse Effect on Lophos;
- (m) no bankruptcy, insolvency or receivership proceedings have been instituted by Lophos or, to the knowledge of Lophos, are pending against Lophos;
- (n) Lophos has good and marketable title to its properties and assets (other than property or an asset as to which Lophos is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Lophos;
- (o) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Lophos of any of its assets or property;
- (p) Lophos has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Lophos, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (q) Lophos has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Lophos of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Lophos;

- (r) Lophos has no employees and Lophos is not a party to any employment, management or consulting agreement of any kind whatsoever;
- (s) no current or former employee, officer or director of Lophos is entitled to a severance, termination or other similar payment as a result of the Transaction;
- (t) the Corporate Records of Lophos are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the constating documents of Lophos, and without limiting the generality of the foregoing: (i) the minute books of Lophos contain complete and accurate minutes of all meetings of the directors and shareholders of Lophos; (ii) such minute books contain all written resolutions passed by the directors and shareholders of Lophos; (iii) the securities register of Lophos are complete and accurate, and all transfers of shares of Lophos have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Lophos were duly elected or appointed as the case may be;
- (u) Lophos has the exclusive right to use, sell, license, sub-license and prepare derivative works for and dispose of and has the rights to bring actions for the infringement or misappropriation of the IP that it has registered or applied for registration and Lophos has not licensed, conveyed, assigned or encumbered any of the IP that it owns. All registrations and filings necessary to preserve the rights of Lophos to its IP have been made and are in good standing;
- (v) all pending applications for registration of Lophos' IP are in good standing with the appropriate offices and assignments have been recorded in favour of Lophos to the extent recordation within a timely manner is required to preserve the rights thereto;
- (w) the execution and delivery of this Agreement or any agreement contemplated hereby will not breach, violate or conflict with any instrument or agreement governing any of Lophos' IP, will not cause the forfeiture or termination of any of Lophos' IP or in any way exclude the right of Lophos to use, sell, license or dispose of or to bring any action for the infringement of any of Lophos' IP (or any portion thereof);
- (x) there are no royalties, honoraria, fees or other payments payable by Lophos to any person by reason of, or in respect of, the ownership, use, license, sale or disposition of any of Lophos' IP and there are no restrictions on the ability of Lophos or any successor to or assignee from Lophos to use and exploit all rights in such IP;
- (y) all maintenance fees due in accordance with Lophos' IP have been paid in a timely manner;
- (z) Lophos is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of Lophos listed or quoted on any stock exchange or electronic quotation system; and

- (aa) to the knowledge of Lophos, no representation or warranty of Lophos contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

4.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or in any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 18 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 18-month period.

ARTICLE 5 INDEMNIFICATION

5.01 Indemnification by G2

Subject to Section 6.04, G2 shall indemnify and save the Shareholders and Lophos harmless for and from:

- (a) any loss, damages or deficiencies suffered by the Shareholders or Lophos as a result of any breach of any representation, warranty or covenant on the part of G2 contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

5.02 Indemnification by Lophos

Subject to Section 6.04, Lophos shall indemnify and save G2 harmless for and from:

- (a) any loss, damages or deficiencies suffered by G2 as a result of any breach of any representation, warranty or covenant on the part of Lophos contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

5.03 Indemnification by Shareholders

Subject to Section 4.04 each of the Shareholders, on its own behalf, and not on behalf of any other Shareholder, severally (and for greater certainty, not jointly with any other Shareholder) shall indemnify and save G2 harmless for and from:

- (a) any loss, damages or deficiencies suffered by G2 as a result of any breach by such Shareholder of any representation, warranty or covenant on the part of such Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and
- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

5.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 5.01, 5.02 and 5.03 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

5.05 Procedure for Indemnification

- (a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (b) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party’s commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained

by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

5.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) without limiting the generality of Sections 5.01, 5.02 and 5.03, any Claim for breach of any representation, warranty or covenant shall be subject to Section 6.04;
- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$25,000 (except in the case of fraud intentional or gross fault);
- (c) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is a Shareholder to any and all Indemnified Parties under this Article 5 shall be limited to the amount paid to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.01; for greater certainty, no Shareholder shall be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its *pro rata* share of the Payment Shares (except in the case of fraud or wilful misconduct);
- (d) notwithstanding anything to the contrary in this Agreement, the aggregate liability of Lophos or G2 to any and all Indemnified Parties under this Article 5 shall be limited to the value of the Payment Shares issuable under this Agreement (except in the case of fraud or wilful misconduct);
- (e) if any Third Party Claim is of a nature such that the Indemnified Party is required by Applicable Law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (f) except in the circumstance contemplated by Section 5.05, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle,

compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);

- (g) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (h) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available);
- (i) the provisions of this Article 5 shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement; and
- (j) notwithstanding anything to the contrary in this Agreement, there shall be no limitation to claims by an Indemnified Party to recover losses against an Indemnifying Party on any breach or inaccuracy of any representation, warranty, covenant or agreement of the Indemnifying Party arising out of or resulting from the fraud of such Indemnifying Party.

ARTICLE 6 GENERAL

6.01 Power of Attorney

Each of the Shareholders hereby severally and irrevocably appoints Lophos as its agent and attorney to take any action that is required under this Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, Lophos may, on its own behalf and on behalf of the Shareholders, extend the the Closing Date, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction, extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by Lophos under this Agreement, shall be final and binding upon the Shareholders so long as such decision or exercise was made in good faith. G2 shall have no duty to enquire into the validity of any document executed or other action taken by Lophos on behalf of the Shareholders pursuant to this Article 6.

6.02 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing addressed as follows:

(a) if to G2:

GREENRIDEZ 2.0 ACQUISITIONS CORP.
595 Burrard Street, Suite 2900, PO Box 49130
Vancouver, BC V7X 1J5

Attention: Solomon Elimimian, President
E-mail: [Redacted]

With a copy to (which shall not constitute a notice for the purposes hereof):

Fasken Martineau DuMoulin LLP
800 Square Victoria
Suite 3500
Montreal, Québec H4Z 1E9

Attention: Kosta Kostic
E-mail : [Redacted]

(b) if to Lophos or the Shareholders:

LOPHOS PHARMACEUTICALS CORP.
550 Burrard Street, Suite 2900
Vancouver, British Columbia V6C 0A3

Attention: [Redacted]
E-mail: [Redacted]

or such other address as may be designated by notice given by either Lophos or G2 to the other in accordance with this Section 6.02. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by e-mail shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to Lophos in accordance with this Section 6.02 prior to the Time of Closing shall be deemed to have been delivered to each of the Shareholders. The previous sentence of this Section 6.02 shall not apply to a notice given as contemplated in Section 4.04 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any Shareholder to be untrue or inaccurate or result in the failure by any Shareholder to comply with or satisfy any covenant, condition or agreement, which notice shall not be deemed to have been received by such Shareholder unless delivered to the address of such Shareholder as reflected in the books of Lophos (or after the Time of Closing, the books of G2). Any Shareholder may, from time to time, by notice given in accordance with this Section 6.02, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

6.03 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 6.03. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to Applicable Laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

6.04 Assignment

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto, such consent not to be unreasonably withheld or delayed.

6.05 Binding Effect

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

6.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

6.07 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is to be treated in all respects as a British Columbia contract.

6.08 Expenses

Each party shall be responsible for its own costs and expenses incurred with respect to the transactions contemplated herein including, without limitation, all costs and expenses incurred prior to the date hereof and accounting fees and disbursements relating to preparing of all documents related to the Transaction and the other transactions contemplated herein, *provided, however,* that upon Closing, G2 shall immediately pay all fees, costs and expenses incurred by Lophos in connection with the Transaction, including all fees and expenses of legal counsel and all accounting and audit advisory costs incurred prior to the completion of the Transaction.

6.09 No Personal Liability

- (a) No director, officer, employee or agent of G2 (in such capacity) shall have any personal liability whatsoever to Lophos or the Shareholders under this Agreement

or any other document delivered in connection with the Transaction on behalf of G2.

- (b) No director, officer, employee or agent of Lophos (in such capacity) shall have any personal liability whatsoever to G2 under this Agreement or any other document delivered in connection with the Transaction on behalf of Lophos.

6.10 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

6.11 Public Announcements

Lophos and G2 shall cooperate with the other in releasing information concerning this Agreement and the transactions contemplated herein and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by Applicable Law.

6.12 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

6.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

6.14 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

6.15 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that

provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

6.16 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

6.17 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

6.18 Independent Legal Advice

EACH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR 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 ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE SHALL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT.

[Signature pages follow.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

GREENRIDEZ 2.0 ACQUISITIONS CORP.

By: (s) Solomon Elimimian
Solomon Elimimian
President

LOPHOS PHARMACEUTICALS CORP.

By: (s) Michael Frank
Michael Frank
President

[Signature pages of the Shareholders follows.]

Lophos Shareholders

[Redacted]

SCHEDULE "A"
SHAREHOLDERS OF LOPHOS

[Redacted]