SECURITIES EXCHANGE AGREEMENT

Made as of 14th day of December, 2016

Between

GBLT GERMAN BATTERY & LIGHTING TECHNOLOGIES PLC
(“**GBLT**”)

and

GBT GMBH
(“**GBT**”)

and

SWT BETEILIGUNGS AG
(the “**Principal Shareholder**”)

and

CUP CAPITAL CORP.
(“**CUP**”)

mcmillan

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SECURITIES EXCHANGE AGREEMENT

This Agreement is made as of 14th day of December, 2016, between

GBLT GERMAN BATTERY & LIGHTING TECHNOLOGIES PLC
a company existing under the laws of England and Wales
("**GBLT**")

and

GBT GMBH
a German registered company with registration number HRB 4475
("**GBT**")

and

SWT BETEILIGUNGS AG
a corporation incorporated under the laws of Switzerland
(the "**Principal Shareholder**")

and

CUP CAPITAL CORP.
a corporation incorporated under the laws of the Province of Ontario
("**CUP**")

WHEREAS the Principal Shareholder is the registered owner of 43,445,973 common shares of GBLT (each, a "**Purchased Share**" and collectively, the "**Purchased Shares**");

AND WHEREAS GBLT has 49,594,262 ordinary shares issued and outstanding as of the date hereof, held by the Principal Shareholder and the Current Minority Shareholders;

AND WHEREAS GBT is a wholly owned subsidiary of GBLT;

AND WHEREAS CUP is a reporting issuer in the provinces of British Columbia, Alberta, Saskatchewan and Ontario whose common shares are listed on the TSXV (as defined below);

AND WHEREAS CUP, GBLT and the Principal Shareholder wish to exchange securities on the terms and conditions herein contained;

AND WHEREAS CUP intends to acquire all of the issued and outstanding GBLT Shares (including the Purchased Shares) issued and outstanding at the Closing Time in exchange for the issuance of the Consideration Shares (as defined below) to all of the GBLT Shareholders (the "**Share Exchange**") for the purposes of effecting a "**Qualifying Transaction**" within the meaning of TSXV Policy – 2.4 *Capital Pool Companies*;

AND WHEREAS following such transactions, CUP will directly own all of the GBLT Shares, and the GBLT Shareholders will in the aggregate then own a sufficient number of CUP Shares so as to exercise control over CUP;

NOW THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby covenant and agree as follows.

FOR VALUE RECEIVED, the parties agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

For all purposes of this Agreement the following capitalized terms shall have the meanings set forth in this Article 1:

"**Affiliate**" of an entity means any Person directly or indirectly controlling, controlled by or under direct or indirect common control with such entity.

"**Articles**" means the certificate and articles of incorporation (as amended), certificate and articles of organization (as amended), constitution, operating agreement, joint venture or partnership agreement or articles or other constituting document of any Person other than an individual, each as from time to time amended or modified.

"**Business Day**" means a day, excluding Saturday and Sunday, on which banking institutions are open for business in Toronto, Ontario.

"**Canadian GAAP**" means accounting principles which are: (a) consistent with the principles promulgated or adopted by the Canadian Institute of Chartered Accountants and its predecessors, in effect from time to time; and (b) applied, unless otherwise required by Canadian GAAP, on a basis consistent with prior periods.

"**Canadian GAAS**" means generally accepted auditing standards determined with reference to the Handbook of the Canadian Institute of Chartered Accountants, as amended from time to time.

"**Change of Control**" means the acquisition, directly or indirectly, of beneficial ownership of voting securities that results in a holding of more than 20% of the issued and outstanding voting securities of GBLT by a third party, other than in connection with this Agreement or an internal corporate reorganization.

"**Closing**" means the closing of the exchange of securities between the GBLT Shareholders and CUP pursuant to the terms of this Agreement.

"**Closing CUP Shares**" has the meaning given to such term in Section 2.1.

"**Closing Date**" means such date as GBLT and CUP shall determine, provided that the Closing Date shall not be later than March 31, 2017 or such other date as GBLT and CUP may agree.

"**Closing Time**" means 10:00 a.m. (Toronto time) on the Closing Date.

“**Concurrent Financing**” means an equity financing concurrently with or immediately prior to the closing of the Share Exchange, for gross proceeds of a minimum of CAD$3 million (or such higher amount as may be required for CUP upon closing of the Share Exchange to satisfy the initial listing requirements of the TSXV), and a maximum of CAD$10 million, at a per security price of not less than CAD$0.64.

“**Consideration Shares**” has the meaning given to such term in Section 2.1.

“**Control**” in respect of a Person (including the terms “**controlled by**” and “**under common control with**”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or by other arrangement.

“**CREST**” means the United Kingdom based central securities depository known as the Certificateless Registry for Electronic Share Transfer.

“**CUP Assets**” means the assets of CUP including but not limited to cash and cash equivalents.

“**CUP Financial Statements**” means the audited financial statements of CUP for the years ended June 30, 2016 and 2015 including the report of the auditors thereon, and the unaudited financial statements for the three-month ended September 30, 2016 and 2015, as disclosed by CUP on SEDAR.

“**CUP Shares**” means the common shares in the capital of CUP.

“**CUP Valuation**” means the deemed value ascribed to CUP which shall be CAD$1,110,000, or CAD$0.64 per CUP Share.

"**Current Minority Shareholders**" means the current holders of ordinary shares issued by GBLT other than the Principal Shareholder.

“**Disposition Right**” means the right of the Principal Shareholder to sell up to 250,000 Purchased Shares prior to the Closing Time.

“**Distribution**” means: (a) the declaration or payment of any dividend in cash, securities or property on or in respect of any class of securities of the Person or its Subsidiaries; (b) the purchase, redemption or other retirement of any securities of the Person or its Subsidiaries, directly or indirectly; or (c) any other distribution on or in respect of any class of securities of the Person or its Subsidiaries.

“**Dollars**” and “**$**” means Canadian dollars, unless otherwise specified.

“**Due Diligence Period**” means the period beginning the date hereof and ending on the date that is 45 calendar days following the date hereof.

“**Environmental Laws**” means all applicable Laws relating to the protection of human health and safety, the environment or natural environment (as defined in all such Laws including air, surface water, ground water, land surface, soil, and subsurface strata), or hazardous or toxic substances or wastes, pollutants or contaminants.

"**Exchange Ratio**" has the meaning set out in Section 2.1(c).

"**Finder's Fee**" means the 2,500,000 Resulting Issuer Shares to be issued to Bridgemark Advisors Ltd. (or as it may direct) at the Closing Time (to be qualified by way of the prospectus to be filed in connection with the Share Exchange and the Qualifying Transaction) pursuant to a finder's fee agreement.

"**GBLT**" means GBLT German Battery & Lighting Technologies PLC, a company existing under the laws of England and Wales.

"**GBLT Assets**" means collectively the GBLT Intangible Property and the GBLT Tangible Property.

"**GBLT Financial Statements**" means the unaudited financial statements of GBLT for the years ended December 31, 2015 and 2014, and for the six months ended June 30, 2016 and 2015, and when available, for the nine months ended September 30, 2016, as disclosed to CUP.

"**GBLT Financing**" means an equity financing of ordinary shares of GBLT at a price not less than CAD$1.15 per GBLT Share for gross proceeds of a maximum of approximately CAD$7.5 million.

"**GBLT Intangible Property**" means all Intangible Property owned by, licensed to or used by GBLT or GBT, in any format or medium whatsoever.

"**GBLT Option Price**" has the meaning set out in Section 2.3.

"**GBLT Options**" means the options granted by GBLT to three directors, officers and/or consultants of GBT Parties to acquire 3,500,000 GBLT Shares.

"**GBLT Parties**" means collectively, GBLT and GBT.

"**GBLT Shareholders**" means, collectively, the registered and beneficial holders of all the GBLT Shares as of the Closing Time, including the Principal Shareholder and the Minority Shareholders.

"**GBLT Shares**" means, collectively, the issued and outstanding ordinary shares of GBLT.

"**GBLT Tangible Property**" means all assets owned by GBLT or GBT other than the GBLT Intangible Property.

"**GBLT Valuation**" means the deemed value ascribed to GBLT which shall be CAD$60,000,000, plus 120% of the gross proceeds of the GBLT Financing.

"**GBT**" means GBT GmbH, a German registered company with registration number HRB 4475.

"**GBT Shares**" means, collectively, the issued and outstanding shares of GBT.

"**Immediate Family**" of an individual means the spouse, children, step-children or grandchildren of that individual or a trust created for the benefit of the individual or the spouse, children, step-children or grandchildren of the individual.

"**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.

"**Indebtedness**" means all obligations, contingent (to the extent required to be reflected in financial statements prepared in accordance with Canadian GAAP) and otherwise, which in accordance with Canadian GAAP should be classified on the obligor's balance sheet as liabilities, including without limitation, in any event and whether or not so classified: (a) all debt and similar monetary obligations, whether direct or indirect; (b) all liabilities secured by any mortgage, pledge, security interest, lien, charge or other encumbrance existing on property owned or acquired subject thereto, whether or not the liability secured thereby shall have been assumed; (c) all agreements of guarantee, support, indemnification, assumption or endorsement and other contingent obligations whether direct or indirect in respect of Indebtedness or performance of others, including any obligation to supply funds to or in any manner to invest in, directly or indirectly, the debtor, to purchase Indebtedness, or to assure the owner of Indebtedness against loss, through an agreement to purchase goods, supplies or services for the purpose of enabling the debtor to make payment of the Indebtedness held by such owner or otherwise; (d) obligations to reimburse issuers of any letters of credit; and (e) capital leases.

"**Insider**" has the meaning given to such term in Policy 1.1 of the TSXV Corporate Finance Manual.

"**Intangible Property**" means all patents, patentable subject matter, copyrights, registered and unregistered trade-marks, service marks, domain names, trade-names, logos, commercial symbols, industrial designs (including applications for all of the foregoing and renewals, divisions, extensions and reissues, where applicable, relating thereto), inventions, licences, sublicences, trade secrets, know how, confidential and proprietary information, patterns, drawings, computer software, databases and all other intellectual property, whether registered or not, owned by, licensed to or used by a Person, where and to the extent that the loss of such ownership or license rights or rights to use would have or would be reasonably expected to have a Material Adverse Effect on such Person, in any format or medium whatsoever.

"**Laws**" mean all federal, provincial, state, municipal or local laws, rules, regulations, statutes, by-laws, ordinances, policies or orders of any federal, provincial, state, regional or local government or any subdivision thereof or any arbitrator, court, administrative or regulatory agency, commission, department, board or bureau or body or other government or authority or instrumentality or any entity or Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"**Lien**" means: (a) any encumbrance, mortgage, pledge, hypothec, prior claim, lien, charge or other security interest of any kind upon any property or assets of any character, or upon the income or profits therefrom; (b) any acquisition of or agreement to have an option to acquire any property or assets upon conditional sale or other title retention agreement, device or arrangement (including a capitalized lease); or (c) any sale, assignment, pledge or other transfer for security of any accounts, general intangibles or chattel paper, with or without recourse.

"**Losses**", in respect of any matter, means all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising directly or indirectly as a consequence of such matter.

"**Market Price**" means, in respect of a class of securities, the market price of such class of securities determined in accordance with Policy 1.1 of the TSXV Corporate Finance Manual.

"**Material Fact**" means a fact that would reasonably be expected to have a significant effect on the market price or value of the GBLT Shares.

"**Material Adverse Effect**" in respect of a Person means any change, effect, event, occurrence, condition or development that has or could reasonably be expected to have, individually or in the aggregate, a material and adverse impact on the business, operations, results of operations, assets, capitalization or financial condition of such Person, other than any change, effect, event, occurrence or state of facts relating to the global economy or securities markets in general.

"**Material Contract**" means a contract of any of the GBLT Parties effective as at the Closing Date which involves or may reasonably be expected to involve the payment to or by the GBLT Parties of more than CAD$750,000 over the term of that contract or is otherwise material to the operation of the GBLT business but does not include any written agreements entered into with employees or consultants or the employee plans.

"**Minority Shareholders**" means shareholders of GBLT on Closing other than the Principal Shareholder, being the Current Minority Shareholders and GBLT Financing purchasers.

"**New Option Plan**" means a 10% rolling stock option plan compliant with the policies of the TSXV to be approved by CUP and the CUP Shareholders prior to the Closing Time in form satisfactory to GBLT.

"**OBCA**" means the *Business Corporations Act* (Ontario), as amended.

"**Ordinary Course of Business**" means activities that are routine or that occur with regularity in the ordinary course of the business of GBLT or CUP, as applicable, and in a manner consistent with the usual custom and past practice of GBLT or CUP, as applicable.

"**Permitted Liens**" means:

(a) undetermined or inchoate Liens and charges incidental to construction, maintenance or operations or otherwise relating to the Ordinary Course of Business which have not at the time been filed pursuant to law;

(b) Liens for taxes and assessments for the then current year, Liens for taxes and assessments not at the time overdue, Liens securing worker's compensation assessments and Liens for specified taxes and assessments which are overdue (and which have been disclosed to the other parties to this Agreement) but the validity of which is being contested at the time in good faith, if the Person shall have made on its books provision reasonably deemed by it to be adequate therefor;

(c) cash or governmental obligations deposited in the ordinary course of business in connection with contracts, bids, tenders or to secure worker's compensation, unemployment insurance, surety or appeal bonds, costs of litigation, when required by law, public and statutory obligations, Liens or claims incidental to current construction, and mechanics', warehousemen's, carriers' and other similar Liens;

(d) all rights reserved to or vested in any governmental body by the terms of any lease, licence, franchise, grant or permit held by it or by any statutory provision to terminate any such lease, licence, franchise, grant or permit or to require annual or periodic payments as a condition of the continuance thereof or to distrain against or to obtain a Lien on any of its property or assets in the event of failure to make such annual or other periodic payments; and

(e) Purchase Money Obligations.

"**Permitted Transfer**" means a transfer of some or all of the Purchased Shares by the Principal Shareholder upon notice to CUP to an entity (corporation or trust) controlled by Dr. Thilo Senst and beneficially owned or for the benefit of Dr. Thilo Senst or his Immediate Family.

"**Person**" means an individual, partnership, corporation, association, trust, joint venture, unincorporated organization and any government, governmental department or agency or political subdivision thereof.

"**Policy 2.4**" means TSXV Policy **–** 2.4 *Capital Pool Companies.*

"**Principal Shareholder**" means SWT Beteiligungs AG, a corporation incorporated under the laws of Switzerland.

"**Purchase Money Obligations**" means Indebtedness of a debtor, reflected in the debtor's financial statements, and incurred or assumed to finance the purchase or acquisition, in whole or in part, of any tangible real or personal property or incurred to finance the cost, in whole or in part, of the construction or installation of any tangible personal property, provided, however, that such Indebtedness is incurred or assumed at the time of or within 30 days after the purchase of such property or the completion of such construction or installation, as the case may be, and include any extension, renewal or refinancing of any such Indebtedness so long as the principal amount thereof outstanding at the date of such extension, renewal or refinancing is not increased.

"**Resulting Issuer**" means CUP upon completion of the transactions contemplated herein.

"**Resulting Issuer Shares**" has the meaning given to such term in Section 2.1.

"**Resulting Issuer Valuation**" has the meaning given to such term in Section 2.1.

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval.

"**Share Exchange**" means the share exchange of GBLT Shares for CUP Shares, all as provided for herein, pursuant to which CUP will directly and indirectly own all of the GBLT Shares and, following the closing of the transactions contemplated herein, the GBLT Shareholders will own a sufficient number of common shares of CUP so as to exercise control over CUP.

"**Subsidiary**" shall have the same meaning as the term "subsidiary companies" in the *Securities Act* (Ontario).

"**Takeover Panel**" means the Panel on Takeovers and Mergers in the United Kingdom.

"**Tax**" or "**Taxes**" means all taxes, charges, fees, levies, imposts and other assessments, including all income, sales, use, goods and services, value added, capital, capital gains, alternative net worth, transfer, profits, withholding, payroll, employer health, employer safety, workers compensation, excise, immovable property and moveable property taxes, and any other taxes, customs duties, fees, assessments or similar charges in the nature of a tax including Canada Pension Plan, Social Security and provincial plan contributions and workers compensation premiums, together with any interest, fines and penalties imposed by any governmental authority (including federal, provincial, municipal and foreign governmental authorities), and whether disputed or not.

"**Tax Returns**" has the meaning set forth in Section 3.7.

"**TSXV**" means the TSX Venture Exchange Inc.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

Section 1.2 Hereof, Herein, etc.

The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise specified herein, the term "or" has the inclusive meaning represented by the term "and/or" and the term "including" is not limiting. All references as to "Sections", "Subsections", "Articles", "Schedules" and "Exhibits" shall be to Sections, Subsections, Articles, Schedules and Exhibits, respectively, of this Agreement unless otherwise specifically provided.

Section 1.3 Computation of Time Periods

In the computation of periods of time from a specified date to a later specified date, unless otherwise specified herein, the words "commencing on" mean "commencing on and including", the word "from" means "from and including" and the words "to" and "until" each means "to and including".

ARTICLE 2 AGREEMENT TO EXCHANGE

Section 2.1 Consideration Shares

(a) The Parties agree that the GBLT Valuation shall be CAD$60,000,000, plus 120% of the gross proceeds raised in the GBLT Financing, with a minimum valuation of CAD$60,000,000 and a maximum valuation of CAD$69,000,000.

(b) On closing of the Share Exchange, the GBLT Shareholders will be issued the Consideration Shares at CAD$0.64 per share, with a minimum of 93,750,000 Consideration Shares and a maximum of 107,812,500 Consideration Shares. For greater certainty, the Consideration Shares shall equal the GBLT Valuation divided by $0.64.

(c) The ratio between the actual number of GBLT Shares immediately before Closing as numerator and the actual number of Resulting Issuer Shares issued in exchange for the GBLT Shares as denominator the will be referred to as the "**Exchange Ratio**".

Section 2.2 Share Exchange

(1) Purchase of GBLT Shares from GBLT Shareholders

(a) Subject to all of the terms and conditions hereof and in reliance on the representations and warranties set forth or referred to herein, at the Closing Time (i) the Principal Shareholder severally agrees to exchange, transfer and assign all of the Purchased Shares (subject to the Disposition Right) to CUP in consideration for its pro-rata share of the Consideration Shares, and (ii) each GBLT Shareholder (other than the Principal Shareholder) will severally agree to exchange, transfer and assign all of the GBLT Shares held by such GBLT Shareholder in consideration for his, her or its pro-rata share of the Consideration Shares.

(b) The exchange, transfer and assignment of GBLT Shares for the Consideration Shares shall proceed for all of the issued and outstanding GBLT Shares at the Closing Time, with the number of CUP Shares to be issued to each GBLT Shareholder calculated based on such GBLT Shareholder’s percentage shareholding of GBLT Shares at the Closing Time such that each GBLT Shareholder’s percentage holding of the Consideration Shares will equal their percentage shareholding of GBLT Shares at the Closing Time.

(c) Fractional CUP Shares shall not be issued or otherwise provided for. Where the application of a GBLT Shareholder’s percentage shareholder to the Consideration Shares would result in such GBLT Shareholder being entitled to receive a fractional Consideration Share, the number of Consideration Shares to be issued to such GBLT Shareholder shall be rounded down to the nearest whole Consideration Share. CUP will not pay any amount in cash in lieu of issuing fractional Consideration Shares.

Section 2.3 Purchase of GBLT Options.

The Parties acknowledge that GBLT has granted options to acquire 3,500,000 GBLT Shares to three directors, officers and/or consultants of GBLT, exercisable at US$0.05 per GBLT Share.

Section 2.4 Purchase of Entire Interest.

It is the understanding of the parties hereto that this Agreement shall provide for the purchase of all of the GBLT Shares that are owned or held by the GBLT Shareholders at the time of Closing, whether the same are owned as at the date hereof or are acquired after the date hereof, and the GBLT Parties and the Principal Shareholder therefore covenant and agree with CUP that if prior to the Closing Date any person acquires any further shares or securities of GBLT or rights to acquire any shares or securities of GBLT, in addition to those set forth in this Agreement, then such shares or securities of GBLT shall be delivered or such rights shall be transferred to CUP at the time of Closing, without the payment of any additional or further consideration.

Section 2.5 Restrictions on Securities

The parties acknowledge and agree that the Consideration Shares to be issued to the GBLT Shareholders pursuant to Section 2.2 hereof will be subject to compliance with Applicable Securities Laws.

Section 2.6 Closing and Delivery of Certificates

(a) The Closing shall take place at the Toronto offices of McMillan LLP, Brookfield Place, Suite 4400, 181 Bay Street, Toronto, Ontario, M5J 2T3, at the Closing Time on the Closing Date, or as GBLT and CUP may otherwise agree.

(b) Subject to the satisfaction of the conditions to the obligation to close the transactions contemplated herein set forth in Article 7, the Principal Shareholder shall provide such documents to CREST as is required for CREST to re-register the Purchased Shares in the name of CUP or as CUP may instruct;

(c) Subject to compliance with Section 2.2(b) and 2.4, CUP shall, or shall cause its transfer agent to, deliver to each GBLT Shareholder at the Closing Time certificates registered in the name of such GBLT Shareholder (or as such GBLT Shareholder may direct prior to the Closing Date) representing such number of Consideration Shares as would result in such GBLT Shareholder holding a pro rata portion of the Consideration Shares equal to their pro rata portion of the GBLT Shares at the Closing Time, and shall enter the GBLT Shareholders on the books of CUP as the holders of such CUP Shares.

Section 2.7 Escrow

The Principal Shareholder acknowledges that the Consideration Shares acquired by it pursuant to this Agreement may be escrowed pursuant to the policies of the TSXV and covenants to take all commercially reasonable steps to comply with such policies.

Section 2.8 Effective Date

(a) The exchange of GBLT Shares for the Consideration Shares shall take effect at and from the Closing Time.

(b) Any Distributions received in respect of the GBLT Shares by the GBLT Shareholders from and after the Closing Time shall be held by them in trust for CUP and shall, upon receipt, be paid to CUP forthwith and CUP shall be entitled to all Distributions in respect of the GBLT Shares accrued or accruing to the GBLT Shareholders from and after the Closing Time.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF GBLT AND GBT

In order to induce CUP to enter into this Agreement and to consummate the transactions contemplated by this Agreement, GBLT Parties hereby represent and warrant as follows to and in favour of CUP and acknowledge that CUP is relying upon such representations and warranties in connection with the Share Exchange:

Section 3.1 Organization and Existence

GBLT is a corporation duly incorporated, organized and validly existing under the laws of England and Wales and has the corporate power to own its properties and to carry on its business as now conducted and has made all necessary filings under all applicable corporate, securities and taxation laws or any other laws to which GBLT is subject, except where the failure to make such filing would not have a Material Adverse Effect on GBLT. GBLT is in good standing under the laws of England and Wales. GBLT is not in violation of its Articles. GBLT does not have any Subsidiary other than GBT GmbH. No proceedings have been instituted or are pending for the dissolution or liquidation of GBLT.

Section 3.2 Authorization

The execution, delivery and performance by each of the GBLT Parties of this Agreement and the Share Exchange: (i) are within such GBLT Party's corporate power and authority; (ii) have been, or will be duly authorized by all necessary corporate proceedings; and (iii) do not and will not conflict with or result in any breach of any provision of, or the creation of any Lien upon any of the property of such GBLT Party pursuant to the Articles of such GBLT Party, any Laws, order, judgment, injunction, license or permit applicable to such GBLT Party or any indenture, lease, agreement, contract, instrument or Lien, to which such GBLT Party is a party or by which the property of GBLT may be bound or affected.

Section 3.3 Authorized Capital

(a) The authorized capital of GBLT consists of an unlimited number of GBLT Shares of which 49,594,262 shares are issued and outstanding as of the date hereof, and are held by the Principal Shareholder and the Current Minority Shareholders.

(b) The authorized capital of GBT consists of an unlimited number of GBT Shares of which 8 shares are issued and outstanding as of the date hereof all of which are held by GBLT.

(c) The GBLT Shares issued and outstanding as at the Closing Time have been, or will at the Closing Time be, duly authorized and validly issued and outstanding as fully paid and non-assessable shares all of which are held by GBLT. None of the GBLT Shares have been issued in violation of any Laws, GBLT's Articles or any agreement to which GBLT is a party or by which it is bound.

(d) The GBT Shares issued and outstanding as at the Closing Time have been, or will at the Closing Time be, duly authorized and validly issued and outstanding as fully paid and non-assessable shares. None of the GBT Shares have been issued in violation of any Laws, GBT's Articles or any agreement to which GBT is a party or by which it is bound.

Section 3.4 No Other Agreement to Purchase

Other than options to acquire 3,500,000 GBLT Shares granted to three directors, officers and/or consultants of GBLT and other than the GBLT Financing, there are no agreements, options, warrants, rights of conversion or other rights binding upon or which at any time in the future may become binding upon the GBLT Parties to issue any equity securities or any securities convertible or exchangeable, directly or indirectly, into any equity securities of either GBLT Party. There are no shareholders' agreements, pooling agreements, voting trusts or other agreements or understandings with respect to the voting of the GBLT Shares or the GBT Shares, or any of them.

Section 3.5 Absence of Certain Changes

Since June 30, 2016, no GBLT Party has:

(a) split, combined or reclassified any of its securities or declared or made any Distribution;

(b) suffered any material loss relating to litigation or, to the knowledge of the GBLT Parties, been threatened with litigation;

(c) mortgaged, hypothecated or pledged any of the GBLT Assets, or subjected them to any Lien other than a Permitted Lien;

(d) sold, leased, subleased, assigned or transferred any of the GBLT Assets;

(e) failed to pay or satisfy when due any liability of any GBLT Party where the failure to do so would have a Material Adverse Effect on the GBLT Parties;

(f) entered into or amended any employment contracts with any director, officer or senior management employee, created or amended any employee benefit plan, made any increases in the base compensation, bonuses, paid vacation time allowed or fringe benefits for its directors or officers;

(g) suffered damage, destruction or other casualty, loss, or forfeiture of, any property or assets, whether or not covered by insurance;

(h) other than in the Ordinary Course of Business: (i) entered into any contract, commitment or agreement under which it has outstanding Indebtedness for borrowed money or for the deferred purchase price of property; or (ii) made any loan or advance to any Person;

(i) acquired or agreed to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, corporation, partnership, joint venture or other business organization or division or acquired or agreed to acquire any material assets;

(j) entered into any material contracts regarding its business operations, including joint ventures, partnerships or other arrangements;

(k) other than the GBLT Options, created any stock option or bonus plan, paid any bonuses, deferred or otherwise, or deferred any compensation to any of its directors or officers other than such payments made in the Ordinary Course of Business;

(l) made any material change in accounting procedures or practices;

(m) entered into any other material transaction, or any amendment of any contract, lease, agreement or license which is material to its business;

(n) cancelled, waived or compromised any debts or claims, including accounts payable to and receivable from its Affiliates; or

(o) entered into any agreement or understanding to do any of the foregoing.

Section 3.6 Indebtedness to Directors, Officers and Others

Except as disclosed to CUP in Schedule 3.6, none of the GBLT Parties is indebted to any director, officer, employee or consultant of any GBLT Party, except for amounts due as normal compensation or reimbursement of ordinary business expenses.

Section 3.7 Taxes

All returns, declarations, reports, estimates, statements, schedules or other information or documents with respect to Taxes (collectively, "**Tax Returns**") required to be filed by or with respect to each GBLT Party have been filed within the prescribed time, with the appropriate tax authorities and all such Tax Returns are true, correct, and complete in all material respects. No Tax Return of a GBLT Party is being audited by the relevant taxing authority, and there are no outstanding waivers, objections, extensions, or comparable consents regarding the application of the statute of limitations or period of reassessment with respect to any Taxes or Tax Returns that have been given or made by any GBLT Party (including the time for filing of Tax Returns or paying Taxes) and no GBLT Party has any pending requests for any such waivers, extensions, or comparable consents. No GBLT Party has received a ruling from any taxing authority or signed an agreement with any taxing authority that could reasonably be expected to have a Material Adverse Effect on the GBLT Parties. No GBLT Party owes any Taxes to the federal government, a provincial government, a municipal government or any other governmental authority.

Section 3.8 Title to Assets

The GBLT Assets are owned legally and beneficially by the GBLT Parties with good and marketable title thereto, free and clear of all Liens whether contingent or absolute, except as disclosed herein.

Section 3.9 Intangible Property

(1) The GBLT Intangible Property is set out in Schedule 3.9(1).

(2) The GBLT Parties own or have legal right to use the GBLT Intangible Property currently used in the conduct of the business of each GBLT Party, and, to each GBLT Party's knowledge, the ownership or use thereof and any other intellectual property rights owned or used by each GBLT Party does not infringe upon the proprietary rights of any other Persons.

(3) The GBLT Parties are the beneficial owner of the Intangible Property free and clear of all Encumbrances, and is not a party to or bound by any contract or any other obligation whatsoever that limits or impairs its ability to sell, transfer, assign or convey, or that otherwise affects, the Intangible Property. Neither of the GBLT Parties has granted any interest in or right to use all or any portion of the Intangible Property. To the knowledge of the GBLT Parties, the conduct of the GBLT Parties' business does not infringe upon the industrial or intellectual property rights, domestic or foreign, of any other person. Neither of the GBLT Parties is aware of a claim of any infringement or breach of any industrial or intellectual property rights of any other person, nor has either of the GBLT Parties received any notice that the conduct of the GBLT Parties' business, including the use of the GBLT Intangible Property, infringes upon or breaches any industrial or intellectual property rights of any other person, and neither of the GBLT Parties has any knowledge of any infringement or violation of any of its rights in the GBLT Intellectual Property.

Section 3.10 Material Contracts

All material contracts of the GBLT Parties are set out in the Schedule 3.10, and are valid, binding and in full force and effect as to the GBLT Parties, and the other parties thereto (to the GBLT Parties' knowledge) and the GBLT Parties, are not in breach or violation of, or default under, the terms of any such contract, agreement, plan, lease or commitment, except where such breach, violation or default would not have a Material Adverse Effect on the GBLT Parties, and no event has occurred which constitutes or, with the lapse of time or the giving of notice, or both, would constitute, such a breach, violation or default by any GBLT Party or, to the GBLT Parties' knowledge, the other parties thereto.

Section 3.11 Compliance with Law

None of the GBLT Parties is in default under, or in violation of, and has not violated (and failed to cure) any law including, without limitation, laws relating to the issuance or sale of securities, privacy and intellectual property, or any licenses, franchises, permits, authorizations or concessions granted by, or any judgment, decree, writ, injunction or order of, any governmental or regulatory authority, applicable to its business or any of its properties or assets, except where such default or violation would not have a Material Adverse Effect on the GBLT Parties. No GBLT Party has received any notification alleging any violations of any of the foregoing with respect to which adequate corrective action has not been taken.

Section 3.12 Regulatory Approval

No consents, registrations, approvals, permits, waivers or authorizations are required to be obtained by any GBLT Party from, any governmental or regulatory authority in connection with the execution and delivery of this Agreement by the GBLT Parties and the consummation of the transactions contemplated herein by the GBLT Parties, the failure to make or obtain any or all of which is reasonably likely to have a Material Adverse Effect on the consolidated financial condition of GBLT Parties, or could prevent, materially delay or materially burden the transactions contemplated herein.

Section 3.13 Licences and Permits

The GBLT Parties are duly licensed, registered and qualified, in all material respects, and possess all material certificates, authorizations, permits or licences issued by the appropriate regulatory authorities in the jurisdictions necessary to enable their respective business to be carried on as now conducted and to enable their respective property and assets to be owned, leased and operated as they are now, and all such licences, registrations and qualifications are in good standing, in all material respects and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any Material Adverse Effect on the business of any GBLT Party, as now conducted. The loss of any such licenses, registrations or qualifications would not have any Material Adverse Effect on the business of any GBLT Party, as now conducted.

Section 3.14 Employees

Except for agreements with persons disclosed to CUP in Schedule 3.14, there are no agreements, written or oral, between any GBLT Party and any other party relating to payment, remuneration or compensation for work performed or services provided or payment related to a Change of Control or other event in respect of any GBLT Party. The GBLT Parties are in compliance in all material respects with all Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and has not and is not engaged in any unfair labour practice. None of the GBLT Parties has ever been a party to or bound by any collective agreement and are not currently conducting negotiations with any labour union or employee association.

Section 3.15 Litigation

There is no suit, claim, action, proceeding or, to the knowledge of the GBLT Parties, investigation pending or threatened against or affecting any GBLT Party, or any of its assets or properties, or any officer or director thereof in his capacity as an officer or director thereof.

Section 3.16 No Material Adverse Change

Since June 30, 2016, no change has occurred in the business, operations, results of operations, assets, capitalization or condition (financial or otherwise) of the GBLT Parties, whether or not in the Ordinary Course of Business, whether separately or in the aggregate with other occurrences or developments, and whether insured against or not, which could reasonably be expected to have a Material Adverse Effect on the GBLT Parties.

Section 3.17 Employee Benefit Plans

The GBLT Parties do not have any employee benefit plans (or any plan which may be in any way regarded as an employee benefit plan) of any nature whatsoever nor has it ever had any such plans.

Section 3.18 Insurance

The insurance policies of each GBLT Party are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all applicable requirements of Laws and provide insurance in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by the GBLT Parties. No GBLT Party is in default in any material respect with respect to the payment of any premium or compliance with any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which the GBLT Parties would be required to or, in order to maintain its coverage, should give any notice to the insurers under any such insurance policy which has not been given. No GBLT Party has received notice from any of the insurers regarding cancellation of such insurance policy.

Section 3.19 Corporate Documents, Books and Records

The minute book of each GBLT Party provided to CUP contains complete and accurate records in all material respects of all meetings and consents in lieu of meetings of the board of directors and shareholders of each GBLT Party since incorporation. Except as reflected in such corporate records, there are no material minutes of meetings or consents in lieu of meetings of the board of directors or of the shareholders of the GBLT Parties.

Section 3.20 No Limitations

There is no non-competition, exclusivity or other similar agreement, commitment or understanding in place, whether written or oral, to which any GBLT Party is a party or is otherwise bound that would now or hereafter, in any way limit the business, use of assets or operations of any GBLT Party.

Section 3.21 Reporting Issuer Status

GBLT is a public company under the laws of England and Wales. No order has been issued ceasing or suspending trading or prohibiting the issue of any securities of GBLT and no such proceedings are pending, or to the knowledge of GBLT, threatened. GBLT does not have any securities admitted to trading on any regulated market or trading facility in the United Kingdom, or elsewhere.

Section 3.22 Regulatory Compliance

Each GBLT Party is in compliance with all regulatory orders, directives and decisions that have application to such GBLT Party except where such non-compliance would not have a Material Adverse Effect on the GBLT Parties and no GBLT Party has received notice from any governmental or regulatory authority that such GBLT Party is not in compliance with any such regulatory orders, directives or decisions.

Section 3.23 Environmental Laws

(a) All facilities and operations of each GBLT Party are presently in compliance with all applicable Environmental Laws.

(b) No GBLT Party has been charged with or convicted of any offence for non-compliance with Environmental Laws and there are no judgments, orders, notices, proceedings or investigations of any nature relating to any breach or alleged breach of Environmental Laws by such GBLT Party.

(c) No GBLT Party has used any of the GBLT Assets to produce, generate, manufacture, treat, store, handle, transport or dispose of any hazardous substances except in compliance with Environmental Laws.

Section 3.24 Enforceability

The execution and delivery by each GBLT Party of this Agreement and any other agreement contemplated by this Agreement will result in legally binding obligations of such GBLT Party enforceable against such GBLT Party in accordance with the respective terms and provisions hereof and thereof subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

Section 3.25 Conduct of Business in the Ordinary Course

Since June 30, 2016, the business of each GBLT Party has been conducted in the Ordinary Course of Business.

Section 3.26 Sufficiency of GBLT Assets

The GBLT Assets include all rights and property (other than working capital) necessary and sufficient to enable the CUP to carry on the business of the GBLT Parties after the Closing substantially in the same manner as it was conducted prior to the Closing. The GBLT Assets are in good operating condition, subject to normal wear and tear, and reasonably fit and usable for the purposes for which they are being used. All of the GBLT Assets are in the possession of the GBLT Parties.

Section 3.27 Software

The documents provided to CUP prior to the date hereof disclose all computer software and programs owned by or licensed to the GBLT Parties that are material to the business of the GBLT Parties, and all contracts, licenses, leases and instruments in respect of such software. Such contracts, licenses, leases and instruments are in full force and effect and are unamended and there are no outstanding defaults or breaches under any of them on the part of the GBLT Parties which would have a Material Adverse Effect on the GBLT Parties.

Section 3.28 Privacy Matters

Each GBLT Parties has conducted and is conducting the business of the such GBLT Party in compliance in all material respects with all Laws applicable to privacy and the protection of personal information.

Section 3.29 Brokers

Other than the Finder's Fee, no GBLT Party has engaged any broker or other agent in connection with the Share Exchange and no commission, fee or other remuneration shall be payable by the GBLT Parties to any broker or agent who purports or may purport to act or have acted for the GBLT Parties in connection with the Share Exchange.

Section 3.30 Full Disclosure

This Agreement: (i) does not contain any untrue statement of a Material Fact in respect of the GBLT Parties or the affairs, operations or condition of the GBLT Parties; and (ii) does not omit any statement of a Material Fact necessary in order to make the statements in respect of the GBLT Parties or the affairs, operations or condition of the GBLT Parties contained herein not misleading.

Section 3.31 Reports and GBLT Financial Statements

(a) The GBLT Financial Statements were prepared in accordance with IFRS on a consistent basis for each period included in the GBLT Financial Statements; each of the balance sheets included in such GBLT Financial Statements fairly presents the financial condition of the GBLT Parties as at the close of business on the date thereof, and each of the statement of operations and deficit included in the GBLT Financial Statements fairly presents the results of operations of the GBLT Parties for the fiscal period then ended.

(b) There were no liabilities, contingent, contractual or otherwise, of the GBLT Parties as of June 30, 2016, other than those disclosed in the GBLT Financial Statements and the notes thereto.

Section 3.32 Non-Arm's Length Transactions

Other than as disclosed in the GBLT Financial Statements:

(a) no GBLT Party has made any payment or loan to, or has borrowed any monies from or is otherwise indebted to, any officer, director, employee, shareholder or any other Person with whom such GBLT Party is not dealing at arm's length (within the meaning of the Income Tax Act) or any Affiliate of any of the foregoing; and

(b) no GBLT Party is a party to any contract or agreement with any officer, director, employee, shareholder or any other Person with whom such GBLT Party is not dealing at arm's length (within the meaning of the Income Tax Act) or any Affiliate of any of the foregoing.

Section 3.33 Third Party Approvals

No consents, registrations, approvals, permits, waivers or authorizations are required to be obtained by any GBLT Party from, any third party in connection with the execution and delivery of this Agreement by the GBLT Parties and the consummation of the transactions contemplated herein by the GBLT Parties, the failure to make or obtain any or all of which is reasonably likely to have a Material Adverse Effect on the consolidated financial condition of GBLT Parties, or could prevent, materially delay or materially burden the transactions contemplated herein.

Section 3.34 Survival of Representations and Warranties

The representations and warranties of the GBLT Parties contained in this Agreement shall survive the execution and delivery of this Agreement and shall terminate on the earlier of the termination date of this Agreement in accordance with its terms and the Closing Date.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE PRINCIPAL SHAREHOLDER

The Principal Shareholder represents and warrants to CUP as follows:

Section 4.1 Capacity

The Principal Shareholder has the power and authority to own or hold the Purchased Shares. The Principal Shareholder has the power and authority to enter into this Agreement and to perform its obligations hereunder.

Section 4.2 Execution and Delivery

This Agreement and any other agreement contemplated by this Agreement has been duly executed and delivered by each of the Principal Shareholder and will result in legally binding obligations of the Principal Shareholder enforceable against it in accordance with the respective terms and provisions hereof and thereof subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

Section 4.3 No Violation

The execution and delivery of this Agreement, the transfer of the Purchased Shares, as applicable, and the performance, observance or compliance with the terms of this Agreement by the Principal Shareholder will not violate, constitute a default under, conflict with, or give rise to any requirement for a waiver or consent under:

(a) any provision of law or any order of any court or other governmental agency applicable to the Principal Shareholder;

(b) the Articles of the Principal Shareholder;

(c) any provision of any agreement, instrument or other obligation to which the Principal Shareholder is a party or by which the Principal Shareholder is bound; or

(d) any applicable judgment, writ, decree, order or Laws applicable to the Principal Shareholder.

Section 4.4 Ownership

The Principal Shareholder is the registered owner of the Purchased Shares, free and clear of any Liens.

The Principal Shareholder has good and marketable title to the Purchased Shares, free of all mortgages, charges, liens, pledges, claims, security interests and agreements and other encumbrances of whatsoever nature and no person or entity has any agreement or option or right capable of becoming an agreement or option for the purchase from the Principal Shareholder of any of the Purchased Shares except in the Permitted Transfer and the Disposition Right, and the Principal Shareholder has good right, full power and absolute authority to sell, transfer and assign all of the Purchased Shares to CUP for the purpose and in the manner as provided for in this Agreement and the Purchased Shares constitute all of the GBLT Shares owned or controlled, directly or indirectly, by the Principal Shareholder. The Purchased Shares held by the Principal Shareholder are not subject to any shareholder, pooling, escrow or similar agreements.

Section 4.5 Survival of Representations and Warranties

The representations and warranties of the Principal Shareholder contained in this Agreement shall survive the execution and delivery of this Agreement and shall terminate on the earlier of the termination date of this Agreement in accordance with its terms and the Closing Date.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF CUP

CUP hereby represents and warrants as follows to and in favour of GBLT and all the GBLT Shareholders as at the Closing Time and CUP acknowledges that GBLT and such GBLT Shareholders are relying upon such representations and warranties in connection with the Share Exchange:

Section 5.1 Organization and Existence

CUP is a corporation duly incorporated, organized and validly existing under the laws of the province of Ontario and has the corporate power to own its properties and to carry on its business as now conducted and has made all necessary filings under all applicable corporate, securities and taxation laws or any other laws to which CUP is subject, except where the failure to make such filing would not have a Material Adverse Effect on CUP. CUP is in good standing under the OBCA. CUP is not in violation of its Articles or by-laws. CUP does not have any Subsidiaries or Affiliates. No proceedings have been instituted or are pending for the dissolution or liquidation of CUP.

Section 5.2 Authorization

(a) The execution, delivery and performance by CUP of this Agreement and the Share Exchange: (i) are within its corporate power and authority; (ii) have been, or will be duly authorized by all necessary corporate proceedings; and (iii) do not and will not conflict with or result in any breach of any provision of, or the creation of any Lien upon any of the property of CUP pursuant to the Articles or by-laws of CUP, any Laws, order, judgment, injunction, license or permit applicable to CUP or any indenture, lease, agreement, contract, instrument or

Lien, to which CUP is a party or by which the property of CUP may be bound or affected.

(b) The Consideration Shares, when delivered to the GBLT Shareholders in accordance with the terms of this Agreement, will be validly issued and outstanding as fully paid and non-assessable CUP Shares.

Section 5.3 Consents

The execution, delivery and performance by CUP of this Agreement does not and will not require the authorization, approval or consent of, or any filing with, any governmental authority or agency or any other Person, except those required by applicable securities laws and the rules and policies of the TSXV.

Section 5.4 Authorized and Issued Capital

(a) The authorized capital of CUP consists of an unlimited number of CUP Shares of which 1,734,650 are issued and outstanding as at the date hereof.

(b) Other than options to acquire 173,465 CUP Shares granted to current directors of CUP with an exercise price of CAD$0.40 per CUP Share which expire on March 30, 2018, and agent's options to acquire 105,965 CUP Shares granted to the agents pursuant to the completion of CUP's initial public offering that was completed on March 30, 2016 with an exercise price of CAD$0.40 per CUP Share which expire on March 30, 2016, and other than in connection with the Concurrent Financing, there are no agreements, options, warrants, rights of conversion or other rights binding upon or which at any time in the future may become binding upon CUP to issue any shares or any securities convertible or exchangeable, directly or indirectly, into any CUP Shares. There are no shareholders' agreements, pooling agreements, voting trusts or other agreements or understandings with respect to the voting of CUP Shares, or any of them.

(c) The CUP Shares issued and outstanding as at the Closing Time have been, or will at the Closing Time be, duly authorized and validly issued and outstanding as fully paid and non-assessable shares. None of the CUP Shares have been issued in violation of any Laws, the policies of the TSXV, CUP's Articles or by-laws or any agreement to which CUP is a party or by which it is bound.

Section 5.5 Capital Pool Company

CUP is a "capital pool company" (as defined by the TSXV Policy Manual) and, (i) other than cash or cash equivalents, has no assets or operations; and (ii) is in compliance Policy 2.4.

Section 5.6 TSXV Policies

CUP is in compliance with all of the policies of the TSXV including Policy 2.4.

Section 5.7 Subsidiaries

CUP has no Subsidiaries.

Section 5.8 No Material Adverse Change

Since September 30, 2016, there has occurred no change in the business, operations, results of operations, assets, capitalization or condition (financial or otherwise) of CUP, whether or not in the Ordinary Course of Business, whether separately or in the aggregate with other occurrences or developments, and whether insured against or not, which could reasonably be expected to have a Material Adverse Effect on CUP.

Section 5.9 Reporting Issuer

CUP is a reporting issuer under the securities legislation of the provinces of British Columbia, Alberta, Saskatchewan and Ontario and is not in default of such legislation or any regulation thereunder. No order has been issued ceasing or suspending trading or prohibiting the issue of the CUP Shares and no proceedings for such are pending or, to the knowledge of CUP, threatened.

Section 5.10 TSXV Listing

The CUP Shares are listed and posted for trading on the TSXV.

Section 5.11 Reports and CUP Financial Statements

(a) The CUP Financial Statements were prepared in accordance with Canadian GAAP on a consistent basis for each period included in the CUP Financial Statements; each of the balance sheets included in such CUP Financial Statements fairly presents the financial condition of CUP as at the close of business on the date thereof, and each of the statement of operations and deficit included in the CUP Financial Statements fairly presents the results of operations of CUP for the fiscal period then ended.

(b) The audited CUP Financial Statements were audited in accordance with Canadian GAAS.

(c) There were no liabilities, contingent, contractual or otherwise, of CUP as of September 30, 2016, other than those disclosed in the CUP Financial Statements and the notes thereto.

(d) There is no pending disagreement between CUP and its auditors which could materially affect the financial condition of CUP.

Section 5.12 Absence of Certain Changes

Other than as contemplated herein, since September 30, 2016, CUP has not (except as disclosed in this Agreement):

(a) issued, sold, or agreed to issue, sell, pledge, hypothecate, lease, dispose of or encumber any CUP Shares or other corporate securities or any right, option or warrant with respect thereto;

(b) amended or proposed to amend its Articles or by-laws;

(c) split, combined or reclassified any of its securities or declared or made any Distribution;

(d) suffered any material loss relating to litigation or, to the knowledge of CUP, been threatened with litigation;

(e) entered into or amended any employment contracts with any director, officer or senior management employee, created or amended any employee benefit plan, made any increases in the base compensation, bonuses, paid vacation time allowed or fringe benefits for its directors or officers;

(f) suffered damage, destruction or other casualty, loss, or forfeiture of, any property or assets, whether or not covered by insurance;

(g) other than in the Ordinary Course of Business: (i) entered into any contract, commitment or agreement under which it has outstanding Indebtedness for borrowed money or for the deferred purchase price of property; or (ii) made any loan or advance to any Person;

(h) acquired or agreed to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, corporation, partnership, joint venture or other business organization or division or acquired or agreed to acquire any material assets;

(i) entered into any material contracts regarding its business operations, including joint ventures, partnerships or other arrangements;

(j) created any stock option or bonus plan, paid any bonuses, deferred or otherwise, or deferred any compensation to any of its directors or officers other than such payments made in the Ordinary Course of Business;

(k) made any material change in accounting procedures or practices;

(l) entered into any other material transaction, or any amendment of any contract, lease, agreement or license which is material to its business;

(m) cancelled, waived or compromised any debts or claims, including accounts payable to and receivable from its Affiliates;

(n) failed to pay or satisfy when due any liability of CUP where such failure would have a Material Adverse Effect on CUP; or

(o) entered into any agreement or understanding to do any of the foregoing.

Section 5.13 Corporate Documents, Books and Records

Complete and correct copies of the Articles and by-laws, and of all amendments thereto, of CUP have been previously delivered to GBLT. The minute book of CUP contains complete and accurate records in all material respects of all meetings and consents in lieu of meetings of the board of directors (and its committees) and shareholders of CUP since incorporation. Except as reflected in such minute books, there are no minutes of meetings or consents in lieu of meetings of the board of directors (or its committees) or of the shareholders of CUP.

Section 5.14 Indebtedness and Liens

Other than in the Ordinary Course of Business or in connection with the transactions contemplated hereby, since September 30, 2016, CUP has not incurred any: (i) Indebtedness; or (ii) Liens upon any of the CUP Assets.

Section 5.15 Indebtedness to Officers, Directors and Others

Other than amounts owing to reimburse individuals for business expenses pursuant to subsection 8.2(b) of Policy 2.4, CUP is not indebted to:

(i) any director, officer or shareholder of CUP; or

(ii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsection 5.15(i) hereof.

Section 5.16 Taxes

All Tax Returns required to be filed by or with respect to CUP have been filed within the prescribed time, with the appropriate tax authorities and all such Tax Returns are true, correct, and complete in all material respects. No Tax Return of CUP is being audited by the relevant taxing authority, and there are no outstanding waivers, objections, extensions, or comparable consents regarding the application of the statute of limitations or period of reassessment with respect to any Taxes or Tax Returns that have been given or made by CUP (including the time for filing of Tax Returns or paying Taxes) and CUP has no pending requests for any such waivers, extensions, or comparable consents. CUP has not received a ruling from any taxing authority or signed an agreement with any taxing authority that could reasonably be expected to have a Material Adverse Effect on CUP. CUP does not owe any Taxes to the federal government, a provincial government, a municipal government or any other governmental authority.

Section 5.17 Material Contracts

All material contracts of CUP are valid, binding and in full force and effect as to CUP, and the other parties thereto (to CUP's knowledge) and CUP, are not in breach or violation of, or default under, the terms of any such contract, agreement, plan, lease or commitment, except where such breach, violation or default would not have a Material Adverse Effect on CUP, and no event has occurred which constitutes or, with the lapse of time or the giving of notice, or both, would constitute, such a breach, violation or default by CUP or, to CUP's knowledge, the other parties thereto.

Section 5.18 Necessary Licenses and Permits

CUP has all necessary and required licenses, permits, consents, concessions and other authorizations of governmental, regulatory or administrative agencies or authorities, whether foreign, federal, provincial, or local, required to own and lease its properties and assets and to conduct its business as now conducted, except where the failure to hold the foregoing would not have a Material Adverse Effect on CUP. CUP is not in default, nor has it received any notice of any claim or default with respect to any such license, permit, consent, concession or authorization. No registrations, filings, applications, notices, transfers, consents, approvals, audits, qualifications, waivers or other action of any kind is required by virtue of the execution and delivery of this Agreement, or of the consummation of the transactions contemplated hereby: (a) to avoid the loss of any license, permit, consent, concession or other authorization or any asset, property or right pursuant to the terms thereof, or the violation or breach of any law applicable thereto, or (b) to enable CUP to hold and enjoy the same immediately after the Closing Date in the conduct of its business as conducted prior to the Closing Date.

Section 5.19 Compliance with Law

CUP is not in default under, or in violation of, and has not violated (and failed to cure) any law including, without limitation, laws relating to the issuance or sale of securities, privacy and intellectual property, or any licenses, franchises, permits, authorizations or concessions granted by, or any judgment, decree, writ, injunction or order of, any governmental or regulatory authority, applicable to its business or any of its properties or assets, except where such default or violation would not have a Material Adverse Effect on CUP. CUP has not received any notification alleging any material violations of any of the foregoing with respect to which adequate corrective action has not been taken.

Section 5.20 Brokers

Other than the Finder’s Fee and pursuant to the Concurrent Financing, CUP has not engaged any broker or other agent in connection with the Share Exchange and no commission, fee or other remuneration shall be payable by the GBLT Parties to any broker or agent who purports or may purport to act or have acted for the GBLT Parties in connection with the Share Exchange.

Section 5.21 Employees

There are no agreements, written or oral, between CUP and any other party relating to payment, remuneration or compensation for work performed or services provided or payment relating to a Change of Control or other event in respect of CUP.

Section 5.22 Litigation

There is no suit, claim, action, proceeding or, to the knowledge of CUP, investigation pending or threatened against or affecting CUP, or any of its assets or properties, or any officer or director thereof in his capacity as an officer or director thereof.

Section 5.23 Employee Benefit Plans

Except for an incentive option plan, CUP does not have any employee benefit plans (or any plan which may be in any way regarded as an employee benefit plan) of any nature whatsoever nor has it ever had any such plans.

Section 5.24 No Limitations

There is no non-competition, exclusivity or other similar agreement, commitment or understanding in place, whether written or oral, to which CUP is a party or is otherwise bound that would now or hereafter, in any way limit the business, use of assets or operations of CUP.

Section 5.25 Regulatory Compliance

CUP is in compliance with all regulatory orders, directives and decisions that have application to CUP except where such non-compliance would not have a Material Adverse Effect on CUP and CUP has not received notice from any governmental or regulatory authority that CUP is not in compliance with any such regulatory orders, directives or decisions.

Section 5.26 Public Filings

All information filed with the securities commissions, including without limitation, the documents and any other information filed with any securities commissions in compliance, or intended compliance, with any applicable securities laws complied in all material respects with applicable securities laws in the jurisdictions they were filed at the time they were filed, and CUP has not filed any confidential filings with any securities authorities which continue to be confidential;

Section 5.27 No Material Fact or Material Change

here is no "material fact" or "material change" (as those terms are defined in Applicable Securities Laws) in the affairs of CUP that has not been generally disclosed to the public;

Section 5.28 Non-Arm's Length Transactions

Other than as disclosed in the CUP Financial Statements on SEDAR:

(a) CUP has not made any payment or loan to, or has borrowed any monies from or is otherwise indebted to, any officer, director, employee, shareholder or any other Person with whom CUP is not dealing at arm's length (within the meaning of the Income Tax Act) or any Affiliate of any of the foregoing; and

(b) CUP is not a party to any contract or agreement with any officer, director, employee, shareholder or any other Person with whom CUP is not dealing at arm's length (within the meaning of the Income Tax Act) or any Affiliate of any of the foregoing.

Section 5.29 Enforceability

The execution and delivery by CUP of this Agreement and any other agreement contemplated by this Agreement will result in legally binding obligations of CUP enforceable against CUP in accordance with the respective terms and provisions hereof and thereof subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

Section 5.30 Survival of Representations and Warranties

The representations and warranties of CUP contained in this Agreement shall survive the execution and delivery of this Agreement and shall terminate on the earlier of the termination date of this Agreement in accordance with its terms and the Closing Date.

ARTICLE 6 COVENANTS

Section 6.1 Filings

CUP and GBLT shall prepare and file, or cause to be filed, any filings required under any applicable laws or rules and policies of the TSXV and the Takeover Panel or other regulatory bodies relating to the Share Exchange. CUP covenants and agrees to take, in a timely manner, all commercially reasonable actions and steps necessary in order that effective as at the Closing Date: (i) the CUP Shares, including for greater certainty, the Consideration Shares issuable pursuant to the Share Exchange, be listed and posted for trading on the TSXV; (ii) when received, CUP shall provide GBLT with copies of the conditional and final approval of the TSXV respecting the Share Exchange and, the listing and posting for trading of the Consideration Shares; and (iii) the distribution of CUP Shares to the GBLT Shareholders is exempt from the prospectus and registration requirements of applicable securities laws.

Section 6.2 Preparation of Financial Statements

(a) CUP shall use commercially reasonable efforts to prepare and file with the TSXV and with any other Canadian securities regulatory authorities, as required, the financial statements of CUP in the form required by the TSXV or the Canadian securities regulatory authorities.

(b) GBLT shall use commercially reasonable efforts to prepare and file with the TSXV and with any other Canadian securities regulatory authorities, as required, the financial statements of GBLT in the form required by the TSXV or the Canadian securities regulatory authorities.

(c) GBLT and CUP shall co-operate fully and shall use commercially reasonable efforts to prepare and file with the TSXV and with any other Canadian securities regulatory authorities, as required, the pro forma financial statements reflecting the combination of GBLT and CUP in the form required by the TSXV or the Canadian securities regulatory authorities.

Section 6.3 Additional Agreements

Each of the parties hereto agrees to use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this

Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts to:

(a) obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts or agreements;

(b) obtain all necessary consents, approvals, and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations;

(c) defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby;

(d) cause to be lifted or rescinded any injunction or restraining order or other remedy adversely affecting the ability of the parties to consummate the transactions contemplated hereby;

(e) effect all necessary registrations and other filings and submissions of information requested by governmental authorities;

(f) comply with all provisions of this Agreement; and

(g) provide such officers' certificates as may be reasonably requested by the other parties hereto in respect of the representations, warranties and covenants of a party hereto.

Section 6.4 Access to Information

(a) Upon reasonable notice, GBLT shall afford to CUP's directors, officers, counsel, accountants and other authorized representatives and advisers complete access (or, where necessary, the provision of the information requested), during normal business hours and at such other time or times as the parties may reasonably request, from the date hereof and until the earlier of the Closing Date and the termination of this Agreement, to its properties, books, contracts and records as well as to management personnel of GBLT as CUP may require or may reasonably request.

(b) Upon reasonable notice, CUP shall afford to GBLT's directors, officers, counsel, accountants and other authorized representatives and advisers complete access (or, where necessary, the provision of the information requested), during normal business hours and at such other time or times as the parties may reasonably request, from the date hereof and until the earlier of the Closing Date and the termination of this Agreement, to its properties, books, contracts and records as well as to management personnel of CUP as GBLT may require or may reasonably request.

Section 6.5 Conduct of Business of GBLT

GBLT covenants and agrees that, during the period from the date of this Agreement until the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms, unless CUP shall otherwise consent in writing (such consents not to be unreasonably withheld or delayed), except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

(a) GBLT shall use all commercially reasonable efforts to maintain and preserve its business, the GBLT Assets and business relationships;

(b) GBLT shall notify CUP of any Material Adverse Effect on its business; and

(c) GBLT shall not directly or indirectly:

(i) take any action which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein or take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied;

(ii) except as disclosed herein, pledge, hypothecate, lease, dispose of or encumber any GBLT Shares or other securities or any right, option or warrant with respect thereto;

(iii) amend or propose to amend its Articles, unless such amendment is required to give effect to the transactions contemplated herein, or with the consent of CUP, such consent not to be unreasonably withheld;

(iv) split, combine or reclassify any of its securities or declare or make any Distribution or distribute any of its properties or assets to any Person;

(v) other than in the Ordinary Course of Business, enter into or amend any employment contracts with any director, officer or senior management employee, create or amend any employee benefit plan, make any increases in the base compensation, bonuses, paid vacation time allowed or fringe benefits for its directors, officers, employees or consultants;

(vi) acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, partnership or other business organization or division or acquire or agree to acquire any material assets;

(vii) create any option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors, officers or employees;

(viii) make any material change in accounting procedures or practices;

(ix) mortgage, pledge or hypothecate any of the GBLT Assets, or subject them to any Lien, except Permitted Liens;

(x) except in the Ordinary Course of Business, enter into any agreement or arrangement granting any rights to purchase or lease any of the GBLT

Assets or requiring the consent of any Person to the transfer, assignment or lease of any of the GBLT Assets;

(xi) dispose of or permit to lapse any rights to the use of any GBLT Intangible Property;

(xii) except in the Ordinary Course of Business, sell, lease, sublease, assign or transfer (by tender offer, exchange offer, merger, amalgamation, sale of shares or assets or otherwise) any of the GBLT Assets, or cancel, waive or compromise any debts or claims, including accounts payable to and receivable from Affiliates;

(xiii) enter into any other material transaction or any amendment of any contract, lease, agreement, license or sublicense which is material to its business;

(xiv) settle any outstanding claim, dispute, litigation matter, or tax dispute;

(xv) transfer any assets to the GBLT Shareholders or any of their Subsidiaries or Affiliates or assume any Indebtedness from the GBLT Shareholders or any of their Subsidiaries or Affiliates or enter into any other related party transactions;

(xvi) other than in the GBLT Financing, issue from treasury any GBLT Shares or GBT shares or otherwise grant or issue any options, warrants or other securities convertible into GBLT Shares or GBT shares without the prior approval of CUP; or

(xvii) enter into any agreement or understanding to do any of the foregoing.

Section 6.6 Other Covenants of GBLT

GBLT agrees to use its commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to:

(a) amend its Articles, in a form satisfactory to CUP acting reasonably, to include a drag-along right which would apply to the Minority Shareholders and allow the parties hereto to complete the Share Exchange without requiring the consent of the Minority Shareholders; and

(b) allow the agent engaged in connection with the Concurrent Financing to conduct reasonable due diligence investigations.

Section 6.7 General Covenants of CUP

CUP covenants and agrees that during the period from the date of this Agreement until the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms, unless GBLT, otherwise consents in writing (such consent not to be unreasonably withheld or delayed):

(a) the business of CUP shall be conducted in the ordinary course and CUP shall use its commercially reasonable efforts to maintain and preserve its business, assets and business relationships, except as may be otherwise required by law or pursuant to the terms of this Agreement;

(b) CUP shall notify GBLT of any Material Adverse Effect on its business;

(c) CUP shall at all times comply with all applicable policies of the TSXV, including but not limited to Policy 2.4, and all applicable securities laws, rules, regulations, policies and instruments;

(d) subject to applicable law (including the time limits imposed thereunder), CUP shall obtain prior approval of GBLT as to the content and form of any press release or other public disclosure relating to the Share Exchange;

(e) CUP shall not directly or indirectly:

(i) take any action which may interfere with or be inconsistent with the successful completion of the transactions contemplated herein or take any action or fail to take any action which may result in a condition precedent to the transactions described herein not being satisfied;

(ii) pledge, hypothecate, lease, dispose of or encumber any CUP Shares or other securities of CUP or any right, option or warrant with respect thereto;

(iii) amend or propose to amend its Articles or by-laws except as contemplated by this Agreement;

(iv) except pursuant to the CUP Share Adjustment, if necessary, split, combine or reclassify any of its securities or declare or make any Distribution, or distribute any of its property or assets to any Person;

(v) other than in the Ordinary Course of Business, enter into or amend any employment contracts with any director, officer or senior management employee, create or amend any employee benefit plan, make any increases in the base compensation, bonuses, paid vacation time allowed or fringe benefits for its directors, officers, employees or consultants;

(vi) make any capital expenditures, additions or improvements or commitments for the same, except in the Ordinary Course of Business or in connection with the transactions contemplated herein;

(vii) enter into any contract, commitment or agreement under which it would incur indebtedness for borrowed money or for the deferred purchase price of property (other than such property acquired in the Ordinary Course of Business consistent with past practice), or would have the right or obligation to incur any such indebtedness or obligation, or make any loan or advance to any Person;

(viii) other than as contemplated herein, acquire or agree to acquire (by tender offer, exchange offer, merger, amalgamation, acquisition of shares or assets or otherwise) any Person, partnership, joint venture or other business organization or division or acquire or agree to acquire any material assets;

(ix) other than as contemplated in the Term Sheet, enter into any material contracts regarding its business operations, including joint ventures, partnerships or other arrangements;

(x) create any stock option or bonus plan, pay any bonuses, deferred or otherwise, or defer any compensation to any of its directors or officers;

(xi) make any material change in accounting procedures or practices;

(xii) engage in any business that is outside of the business that is being currently conducted by CUP, whether as a partner, joint venture participant or otherwise;

(xiii) other than as contemplated in the Term Sheet, enter into any other material transaction, or any amendment of any contract, lease, agreement, license or sublicense which is material to its business;

(xiv) settle any outstanding claim, dispute, litigation matter, or tax dispute;

(xv) other than in the Concurrent Financing, issue from treasury any CUP Shares or otherwise grant or issue any options, warrants or other securities convertible into CUP shares without the prior approval of GBLT; or

(xvi) enter into any agreement or understanding to do any of the foregoing.

(f) CUP shall take all requisite action to (i) approve the New Option Plan, (ii) change the name of CUP to a name selected by GBLT upon closing of the Share Exchange, and (iii) complete the Share Exchange;

(g) CUP shall have received the requisite approvals by its shareholders to (i) approve the New Option Plan; and (ii) elect 5 directors of CUP at the Closing Time (2 Canadian directors with public company experience to be nominated by CUP and 3 directors to be nominated by GBLT which will be Dr. Thilo Senst, Alfred Schopf and Jorg Schmieder or as GBLT may direct);

(h) upon CUP receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the counsel for GBLT;

(i) in consultation with GBLT and its counsel, forthwith use its commercially reasonable efforts to obtain all necessary regulatory approvals to make application to the TSXV for listing of the Consideration Shares issued pursuant to this Agreement on the TSXV following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder; and

(j) to file, duly and timely, all Tax Returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency.

Section 6.8 Covenants of the Principal Shareholder

The Principal Shareholder covenants and agrees that during the period from the date of this Agreement until the earlier of the Closing Date and the date this Agreement is terminated in accordance with its terms, unless CUP, otherwise consents in writing (such consent not to be unreasonably withheld or delayed), subject to the Disposition Right and Permitted Transferees, the Purchased Shares shall not be sold, pledged, hypothecated, leased, disposed of or encumbered in any way.

Section 6.9 Standstill

From the date of the acceptance of this Agreement until completion of the transactions contemplated herein or the earlier termination hereof, GBLT, GBT, the GBLT Shareholders and CUP will not, directly or indirectly, solicit, initiate, assist, facilitate, promote or encourage proposals or offers from, entertain or enter into discussions or negotiations with, or provide information relating to its securities or assets, business, operations, affairs or financial condition to any persons in connection with the acquisition or distribution of any securities of GBLT, GBT, or CUP, or any amalgamation, merger, consolidation, arrangement, restructuring, refinancing, sale of any material assets of GBLT, GBT, or CUP, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by the other party hereto or is necessary to carry on the normal course of business.

ARTICLE 7 CONDITIONS TO OBLIGATION TO CLOSE

Section 7.1 CUP's Closing Conditions

CUP's obligation to issue CUP Shares in exchange for the GBLT Shares on the Closing Date pursuant to Article 2 is subject to compliance by GBLT and the GBLT Shareholders with their agreements herein contained and to the satisfaction, on or prior to the Closing Date, of the following conditions:

(a) ***Constating Documents and Certificate of Corporate Existence***. CUP shall have received from GBLT and its Subsidiary: (i) a copy, certified by one duly authorized officer of GBLT to be true and complete as of the Closing Date, of the Articles of GBLT; and (ii) a certificate or the equivalent from the registrar of companies for England and Wales, dated not more than three days prior to the

Closing Date, as to GBLT's corporate good standing or qualification to carry on business, as the case may be.

(b) ***TSXV Issuer***. Following the Closing of the Share Exchange, CUP satisfying the minimum listing requirements of the TSXV for a Tier 1 or Tier 2 Issuer, as evidenced before Closing by a conditional listing letter issued by the TSXV.

(c) ***Compliance with Sponsorship Requirement***. CUP shall have complied with the sponsorship requirements set out in TSXV Policy 2.2 *Sponsorship and Sponsorship Requirements*, and in the event a waiver is not granted, CUP shall have engaged a sponsor in accordance therewith, and the TSXV shall have accepted the sponsor's report in respect of the Share Exchange.

(d) ***Required Approvals***. GBLT shall have obtained the approval of the board of directors of GBLT, of the shareholders of GBLT and any other necessary approvals for this Agreement and the Share Exchange.

(e) ***Proof of Corporate Action***. CUP shall have received from GBLT a copy, certified by a duly authorized officer thereof to be true and complete as of the Closing Date, of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement.

(f) ***Incumbency Certificates***. CUP shall have received from GBLT an incumbency certificate, dated the Closing Date, signed by a duly authorized officer thereof and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of respectively, GBLT and each GBLT Shareholder who is not an individual, this Agreement and any other ancillary documents.

(g) ***Legal Opinion***. CUP shall have received from the counsel of GBLT a favourable opinion covering such matters with respect to the transactions contemplated by this Agreement as CUP and its counsel may reasonably request.

(h) ***Representations and Warranties***. The representations and warranties of GBLT contained herein shall be true and correct in all material respects, on and as of the Closing Date with the same force and effect as if such representations and warranties were made at such time, and CUP shall have received on the Closing Date certificates to this effect, signed by one authorized officer of GBLT, and if applicable, GBLT shall include with such certificates a description of each material contract (as described in Section 3.8 herein) entered into by GBLT between the date of this Agreement and the Closing Date and a representation substantially equivalent to Section 3.10(b) in respect of each such material contract, provided that each such material contract entered into between the date of this Agreement and the Closing Date shall not breach, be in conflict with or otherwise contravene Section 6.6.

(i) ***Covenants***. All of the terms, covenants and conditions of this Agreement to be complied with or performed by GBLT at or before the Closing Date shall have been complied with or performed and CUP shall have received on the Closing Date certificates to this effect signed by authorized officers of GBLT.

(j) ***Regulatory and Other Consents***. There shall have been obtained from all appropriate federal, provincial, municipal or other governmental or administrative bodies such licences, permits, consents, approvals, certificates, registrations and authorizations as are required to be obtained by each GBLT Shareholder to permit the transfer of the GBLT Shares in each case and the exchange of the GBLT Shares for CUP Shares. Additionally, all required approvals, consents, authorizations and waivers relating to the consummation of the transactions contemplated by this Agreement shall have been obtained from the TSXV and the securities regulatory authorities in Ontario, Saskatchewan, British Columbia and Alberta, including the acceptance, by the TSXV of the transactions contemplated in this Agreement.

(k) ***No Action or Proceeding***. No *bona fide* legal or regulatory action or proceeding shall be pending or threatened by any person to enjoin, restrict or prohibit the exchange by the GBLT Shareholders of the GBLT Shares for CUP Shares or the right of GBLT or CUP from and after the Closing Time to conduct, expand and develop the business of GBLT.

(l) ***No Material Adverse Change***. No change shall have occurred in the business, affairs, financial condition or operations of GBLT between the date hereof and the Closing Date which would have a Material Adverse Effect.

(m) ***TSXV Approval.*** The TSXV shall have approved the Share Exchange and agreed to list the CUP Shares (including the Consideration Shares) on the TSXV and all other matters contemplated herein, as required.

(n) ***UK Takeover Panel Approval.*** If any approvals are required by the UK Takeover Panel, GBLT, with the cooperation of CUP, shall take all commercially reasonable steps necessary to receive Takeover Panel approval.

(o) ***Other Certificates***. CUP shall have received a certificate, dated the Closing Date, signed by Thilo Senst in his personal capacity, certifying that he is not aware of any facts or matters that are inconsistent with the representations and warranties being given by GBLT pursuant to this Agreement.

(p) ***General***. All instruments and corporate proceedings in connection with the transactions contemplated by this agreement shall be satisfactory in form and substance to CUP and its counsel, acting reasonably, and CUP shall have received copies of all documents, including, without limitation, all documentation required to be delivered to CUP at or before the Closing Time in accordance with this Agreement, records of corporate or other proceedings, opinions of counsel and consents which CUP may have reasonably requested in connection therewith.

(q) ***No GBLT Convertible Securities.*** Other than the GBLT Options which shall be replaced with options granted under the New Option Plan exercisable for Resulting Issuer Shares as more particularly described in Section 7.1(r), GBLT will have no outstanding convertible securities, agreements or obligations for the exercise, conversion or issuance of GBLT Shares.

(r) ***Replacement GBLT Options.*** The holders of the GBLT Options shall forfeit (or agree to forfeit in writing) their respective GBLT Options in exchange for options issued in accordance with the New Option Plan representing such number of options equal to the GBLT Options multiplied by the Exchange Ratio with each such option entitling the holder to purchase one Resulting Issuer Share at an exercise price per share equal to the original GBLT Option Price divided by the Exchange Ratio for a period of 5 years following the Closing Date.

(s) ***Purchased Shares.*** Principal Shareholder will still be the registered owner of 43,445,973 common shares of GBLT subject to the Disposition Right and subject to Permitted Transfers.

(t) ***Entire Interest.*** All of the issued and outstanding GBLT Shares at the Closing Time shall be delivered or such rights shall be transferred to CUP at the time of Closing.

(u) ***Due Diligence Review***. CUP, acting reasonably, being satisfied with the results of its due diligence investigations into GBLT Shareholders, GBLT, and GBT on or before the Due Diligence Period.

The agreements, certificates, documents, other evidence of compliance and opinions described in this Section 7.1 shall be in form and substance satisfactory to CUP, acting reasonably, and shall, except as otherwise provided, be delivered to CUP at the Closing; provided, however, any one or more of the foregoing conditions may be waived in writing by CUP.

Section 7.2 Principal Shareholder’s Closing Conditions

The obligations of the Principal Shareholder to transfer and assign to CUP the Purchased Shares in exchange for its pro-rata share of the Consideration Shares pursuant to Article 2 is subject to compliance by CUP with its agreements herein contained and to the satisfaction, on or before the Closing Date of the following conditions:

(a) ***Constating Documents and Certificate of Corporate Existence***. GBLT shall have received from CUP: (i) a copy, certified by a duly authorized officer of CUP, to be true and complete as of the Closing Date, of the Articles of CUP; (ii) a copy, certified by a duly authorized officer of CUP, to be true and complete as of the Closing Date, of the by-laws thereof; and (iii) a certificate dated not more than three days prior to the Closing Date, of the government of Ontario as to CUP’s corporate good standing.

(b) ***Compliance with Sponsorship Requirement***. CUP shall have complied with the sponsorship requirements set out in TSXV Policy 2.2 *Sponsorship and Sponsorship Requirements*, and in the event a waiver is not granted, CUP shall have engaged a sponsor in accordance therewith, and the TSXV shall have accepted the sponsor’s report in respect of the Share Exchange.

(c) ***Required Approvals***. CUP shall have obtained the requisite approval of the board of directors of CUP and of the shareholders of CUP, as necessary, and any other necessary approvals for this Agreement, and including without limitation, to: (i) approve the New Option Plan, (ii) change the name of CUP to a name selected by GBLT upon closing of the Share Exchange, (iii) elect 5 directors of CUP at the Closing Time (2 nominated by CUP and 3 nominated by GBLT, and (iv) complete the Share Exchange.

(d) ***Proof of Corporate Action***. GBLT shall have received from CUP copies, certified by a duly authorized officer thereof to be true and complete as of the Closing Date, of the records of all corporate action taken to authorize the execution, delivery and performance of this Agreement.

(e) ***Incumbency Certificate***. GBLT shall have received from CUP an incumbency certificate, dated the Closing Date, signed by a duly authorized officer thereof and giving the name and bearing a specimen signature of each individual who shall be authorized to sign, in the name and on behalf of CUP, this Agreement and any other ancillary documents.

(f) ***Representations and Warranties***. The representations and warranties of CUP contained herein shall be true and correct in all material respects on and as of the Closing Date with the same force and effect, as if such representations and warranties were made at such time, and GBLT shall have received on the Closing Date certificates to this effect signed by one authorized officer of CUP.

(g) ***Covenants.*** All of the terms, covenants and conditions of this Agreement to be complied with or performed by CUP at or before the Closing Date shall have been complied with or performed and GBLT shall have received on the Closing Date certificates to this effect signed by an authorized officer of CUP.

(h) ***Legal Opinion***. GBLT shall have received from the counsel of CUP a favourable opinion covering such matters with respect to the transactions contemplated by this Agreement as GBLT and its counsel may reasonably request which shall include without limitation, the Consideration Shares being freely trading.

(i) ***Employment Agreements.*** At the Closing Time, CUP shall enter into employment agreements with the senior executive officers of GBLT, containing, among other things, standard non-compete provisions, such employment agreements to be in form and substance acceptable to GBLT and CUP.

(j) ***Changes in Directors and Officers.*** Upon completion of the Share Exchange, the board of directors of CUP will consist of three (3) nominees of GBLT which will be Dr. Thilo Senst, Alfred Schopf and Jorg Schmieder or as GBLT may direct and two (2) Canadian nominees of CUP which shall have public company experience and at least two directors shall be independent directors (as defined in section 1.4 of Multilateral Instrument 52-110 Audit Committees). Dr. Thilo Senst shall be appointed the Chief Executive Officer and Sven Carbow shall be appointed Chief Financial Officer.

(k) ***CUP Consolidation/Spit.*** In the event that the CUP Share Adjustment is required pursuant to this Agreement, CUP shall have taken all necessary steps to complete the CUP Share Adjustment prior to the Closing.

(l) ***Regulatory Consents.*** All required approvals, consents, authorizations and waivers relating to the consummation of the transactions contemplated by this Agreement shall have been obtained from the TSXV and the securities regulatory authorities in British Columbia and Alberta, including (i) the issuance of all necessary receipts, approvals, and acceptances of the Concurrent Offering; and (ii) the acceptance, by the TSXV of the transactions contemplated in this Agreement.

(m) ***No Action or Proceeding.*** No bona fide legal or regulatory action or proceeding shall be pending or threatened by any person to enjoin, restrict or prohibit the exchange by the GBLT Shareholders of the GBLT Shares for CUP Shares.

(n) ***TSXV Approval.*** The TSXV shall have approved the Share Exchange and agreed to list the CUP Shares (including the Consideration Shares) on the TSXV and all other matters contemplated herein, as required.

(o) ***No Material Adverse Change***. No change shall have occurred in the business, affairs, financial condition or operations of CUP between the date hereof and the Closing Date which would have a Material Adverse Effect.

(p) ***UK Takeover Panel Approval.*** If any approvals are required by the UK Takeover Panel, GBLT, with the cooperation of CUP, shall take all commercially reasonable steps necessary to receive Takeover Panel approval.

(q) ***Other Certificates.*** GBLT shall have received: (i) certificates addressed to GBLT and the GBLT Shareholders, dated the Closing Date, signed by two executive officers of CUP in their personal capacities, certifying that such individuals are not aware of any facts or any facts or matters that are inconsistent with the representations and warranties being given by CUP pursuant to this Agreement; and (ii) a list of CUP Assets and liabilities, certified by an executive officer of CUP, in form and substance satisfactory to GBLT in its sole discretion, acting reasonably.

(r) ***Minimum CPC Cash.*** On completion of the Share Exchange, CUP shall have not less than CAD$300,000 in cash or cash equivalents net of liabilities, including liabilities incurred by CUP in connection with the transactions contemplated herein.

(s) ***Dilution.*** CUP shall not have more than 2,014,080 shares on a fully diluted basis on the closing of the Share Exchange at the Closing Time, before giving effect to the Share Exchange.

(t) ***General***. All instruments and corporate proceedings in connection with the transactions contemplated by this Agreement shall be satisfactory in form and substance to GBLT and its counsel, acting reasonably, and GBLT shall have received copies of all documents as provided for herein, including, without limitation, records of corporate or other proceedings and consents which GBLT may have reasonably requested in connection therewith.

(u) ***Due Diligence Review***. GBLT and the Principal Shareholder, acting reasonably, being satisfied with the results of their respective due diligence investigations into CUP on or before expiration of the Due Diligence Period.

The agreements, certificates, documents and other evidence of compliance described in this Section 7.2 shall be in form and substance satisfactory to GBLT, acting reasonably, and shall, except as otherwise provided, be delivered to GBLT at the Closing; provided, however, any one or more of the foregoing conditions may be waived in writing by GBLT.

ARTICLE 8 TERMINATION

Section 8.1 Termination

This Agreement may be terminated by written notice given by the terminating party to the other party hereto, at any time prior to the Closing:

(a) by mutual written consent;

(b) by either GBLT or CUP, if there has been a misrepresentation, breach or non-performance by the breaching party of any representation, warranty, covenant or obligation contained in this Agreement, which could reasonably be expected to have a Material Adverse Effect on the terminating party, provided the breaching party has been given notice of and thirty (30) days to cure any such misrepresentation, breach or non-performance;

(c) by either GBLT or CUP, if a condition for the terminating party's benefit has not been satisfied or waived; or

(d) by either GBLT or CUP, if the Closing has not occurred on or before March 31, 2017 or such later date as may be agreed to by GBLT and CUP (provided, that the right to terminate this Agreement under this sub-section (d) shall not be available to any party whose failure to fulfill any of its obligations under this Agreement has been the cause of or resulted in the failure to consummate the transactions contemplated hereby by such date).

Section 8.2 Effect of Termination

In the event of the termination of this Agreement as provided in Section 8.1, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of the parties hereunder except with respect to: (i) Section 8.1 and Article 9, which will survive such termination, and (ii) a breach arising from the fraud or wilful misconduct of any party.

Section 8.3 Waivers and Extensions

At any time prior to the Closing Time, each of the parties hereto may (a) extend the time for the performance of any of the obligations or other acts of another party hereto, (b) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto or (c) waive compliance with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party to be bound thereby.

ARTICLE 9 TRANSACTION COSTS

Section 9.1 Transaction Costs of GBLT and the GBLT Shareholders

In the event of the termination of this Agreement pursuant to Section 8.1 hereof, all costs of the Share Exchange incurred by GBLT, the GBLT Shareholders and CUP, as the case may be, in connection with this Agreement, including legal fees, financial advisor fees and all disbursements by such parties and their advisors shall be born and paid by the party incurring the costs.

Section 9.2 Break Fee

'In the event that this Agreement is terminated by CUP, except by mutual agreement or as contemplated by Article 8 herein, then CUP shall pay to GBLT, within 30 days following the date of termination, the sum equal to the aggregate costs and expenses incurred by GBLT and GBT from November 4, 2016 to the effective date of termination. Similarly, in the event that this Agreement is terminated by GBLT, GBT or any of the GBLT Shareholders, except by mutual agreement or as contemplated by Article 8 herein, then GBLT shall pay to CUP within 30 days following the date of termination, the sum equal to the aggregate costs and expenses incurred by CUP from November 4, 2016 to the effective date of termination.

ARTICLE 10 NOTICES

Section 10.1 Notices

Any demand, notice or communication to be made or given under or pursuant to this Agreement is to be in writing, except as otherwise expressly permitted or required under this Agreement, and may be made or given by personal delivery, by registered mail or by transmittal by facsimile machine addressed to the respective parties as follows:

If to CUP, then to the following address:

c/o Fogler, Rubinoff LLP
77 King Street West, Suite 3000
Toronto, Ontario M5K 1G8

Attention: Jingjie (Jessica) Zhang, President & CEO
Email: jessica@ldcapitalcorp.com

or at such other address as CUP shall have specified by notice actually received by the addressor;

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

Fogler, Rubinoff LLP
77 King Street West, Suite 3000
Toronto, Ontario M5K 1G8

Attention: Judith Wilkin
Email: jwilkin@foglers.com

If to GBLT, GBT or the GBLT Shareholders then to the following address:

GBLT German Battery & Lighting Technologies PLC
Thames House
Portsmouth Road
Esher, England, KT10 9AD
Attention: Sven Carbow

or at such other address as GBLT or the Principal Shareholder shall have specified by notice actually received by the addressor;

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

McMillan LLP
Brookfield Place, 181 Bay Street, Suite 4400
Toronto, Ontario, M5J 2T3
Attention: Robbie Grossman

or to such other mailing or facsimile machine address as any party may from time notify the others of in accordance with this paragraph. Any demand, notice or communication made or given by personal delivery is conclusively deemed to have been given on the day of actual delivery thereof, or, if made or given by registered mail, on the fifth business day following the deposit thereof in the mail or, if made or given by facsimile transmission, on the first business day following the transmittal thereof and receipt of the appropriate answer back. If the party making or giving such demand, notice or communication knows or ought reasonably to know, of difficulties with the postal system which might affect the delivery of mail, any such demand, notice or communication is not to be mailed but is to be made or given by personal delivery or by facsimile transmission.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Amendments and Waivers

Except as otherwise expressly provided herein, any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each of GBLT and CUP, or in the case of a waiver, by the party against whom the waiver is to be effective. Any amendment or waiver effected in accordance with this Section 12.1 shall be binding upon the GBLT Shareholders, GBLT and CUP pursuant to this Agreement.

Section 11.2 Consent to Jurisdiction

Each of the GBLT Shareholders, GBLT and CUP hereby agrees to submit to the non-exclusive jurisdiction of the courts in and of the Province of Ontario and to the courts to which an appeal of the decisions of such courts may be taken, and consents that service of process with respect to all courts in and of the Province of Ontario may be made by registered mail to it at the address set forth in Article 10.

Section 11.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule that would cause the application of the domestic substantive laws of any other jurisdiction, and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 11.4 Further Assurances

GBLT, the GBLT Shareholders and CUP, upon the request of any other party hereto, whether before or after the Closing, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the Share Exchange.

Section 11.5 Time

Time is of the essence of this Agreement.

Section 11.6 Assignment

This Agreement may not be assigned by any of the parties hereto without the prior written consent of the other parties hereto, such consents not to be unreasonably withheld or delayed.

Section 11.7 Public Announcement; Disclosure

The GBLT Parties and the GBLT Shareholders shall not make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between the parties relating to the matters contemplated herein without the prior consent of CUP, which consent shall not be unreasonably withheld, and CUP shall not make any public announcement concerning this Agreement or the matters contemplated herein, its discussions or any other memoranda, letters or agreements between the parties relating to the matters contemplated herein without the prior consent of the GBLT Parties, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.

Section 11.8 Independent Legal Advice.

Each of the parties to this Agreement acknowledges and agrees that McMillan LLP ("**McMillan**") has acted as Canadian legal counsel to GBLT and GBT only and Fogler, Rubinoff LLP ("**FR**") has acted as Canadian legal counsel to CUP only and not to any other party to this Agreement, and that neither McMillan nor FR has been engaged to protect the rights and interests of any of the other parties, meaning the GBLT Shareholders. Each of the GBLT Shareholders acknowledges and agrees that GBLT, GBT, CUP, McMillan and FR have given them adequate opportunity to seek, and have recommended that they seek and obtain, independent legal advice with respect to the subject matter of this Agreement and for the purpose of ensuring their rights and interests are protected. Each of the other parties represents and warrants to GBLT, GBT, CUP, McMillan and FR that they have sought independent legal advice or consciously chosen not to do so with full knowledge of the risks associated with not obtaining such independent legal advice.

Section 11.9 Personal Information

Each of the GBLT Shareholders hereby consents to the disclosure of his or her personal information in connection with the transactions contemplated by this Agreement, including without limitation the Share Exchange and GBLT Financing, and acknowledges and consents to the fact that GBLT, GBT and CUP 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 GBLT Shareholder for the purposes of completing this Agreement and the transactions contemplated hereby. Each GBLT Shareholder acknowledges and consents to GBLT, GBT and CUP retaining such personal information for as long as permitted or required by law or business practices. Each GBLT Shareholder further acknowledges and consents to the fact that GBLT, GBT and CUP may be required by applicable securities legislation or the rules and policies of the TSXV to provide regulatory authorities with any personal information provided by the GBLT in this Agreement and each GBLT Shareholder further consents to the public disclosure of such information by electronic filing or by any other means.

Section 11.10 Agency for Non-Parties

The Principal Shareholder hereby accepts each representation and warranty of CUP contained in Article 5 in favour of each of the GBLT Shareholders who are not parties hereto as agent and trustee of such GBLT Shareholders. The Principal Shareholder or such GBLT Shareholder may enforce any rights arising out of a breach of such representations and warranties by CUP as if such GBLT Shareholder was a party hereto.

CUP hereby acknowledges that Principal Shareholder is acting as trustee for each of the GBLT Shareholders and that such GBLT Shareholder may enforce any rights arising out of a breach of any representations and warranties of CUP as if such GBLT Shareholder was a party hereto.

CUP further acknowledges that any rights that arise out of a breach of this Agreement by CUP shall extend upon and enure to the benefit of the GBLT Shareholders as if such GBLT Shareholders were a party hereto.

Section 11.11 Entire Agreement, Counterparts, Section Headings

This Agreement, and the Schedules hereto, sets forth the entire understanding of the parties hereto with respect to the transactions contemplated hereby and supersedes any prior written or oral understandings with respect thereto, including, without limitation, the Term Sheet. This Agreement may be executed by facsimile or electronic mail and in one or more counterparts thereof, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The headings in this Agreement are for convenience of reference only and shall not alter or otherwise affect the meaning hereof.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

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

The parties have executed this Agreement.

GBLT GERMAN BATTERY & LIGHTING TECHNOLOGIES PLC

Per: (Signed)
Authorized Signing Officer

GBT GMBH

Per: (Signed)
Authorized Signing Officer

SWT BETEILIGUNGS AG

Per: (Signed)
Authorized Signing Officer

CUP CAPITAL CORP.

Per: (Signed)
Authorized Signing Officer

Schedule 3.6 – Indebtedness to Directors, Officers and Others

As at June 30, 2016 and December 31, 2015 and 2014, due to related parties comprises:

		June 30, 2016 (unaudited)		December 31, 2015		December 31, 2014
Dr. Peter Wolfram Senst (i)	€	3,430	€	13,420	€	33,400
Dr. Peter Wolfram Senst (ii)		187,500		202,500		232,500
Dr. Peter Wolfram Senst (iii)		6,680		8,900		13,340
Dr. Joachim Thilo Senst (iv)		14,200		20,200		-
SWT Beteiligungs AG (v)		4,248		4,248		25,332
SWT Beteiligungs AG (vi)		50,000		-		-
SWT Beteiligungs AG (vii)		75,000		-		-
GBT Asia Ltd. (viii)		44,964		44,964		47,950
Others		-		-		7,884
Accrued interest		32,391		32,684		18,153
		418,413		326,916	€	378,559
Less: current portion and accrued interest		82,261		92,744		104,527
	€	**336,152**	**€**	**234,172**	**€**	**274,032**

(i) Loan agreement with Dr. Peter Wolfram Senst, a former director of the Company, dated August 27, 2011 for €100,000 bearing annual interest of 3.25% and repayable in 59 monthly payments of €1,665 plus interest commencing September 2011 and a final payment of €1,765 plus interest.

(ii) Loan agreement with Dr. Peter Wolfram Senst, a former director of the Company, dated September 30, 2011 for €330,000 bearing annual interest of 3.25% and repayable in 132 monthly payments of €2,500 plus interest commencing October 2011.

(iii) Loan agreement with Dr. Peter Wolfram Senst, a former director of the Company, dated December 18, 2012 for €20,000 bearing annual interest of 3.25% and repayable in 53 monthly payments of €370 plus interest commencing July 2013 and a final payment of €390 plus interest.

(iv) Loan agreement with Dr. Joachim Thilo Senst, a director of the Company, dated July 6, 2015, for €25,200 bearing annual interest of 2% and repayable in 25 monthly payments of €1,000 including interest commencing August 2015 plus a final payment of €755.

(v) Balance payable to SWT Beteiligungs AG is not interest bearing and has no set terms of repayment.

(vi) Loan agreement with SWT Beteiligungs AG dated April 6, 2016 for €50,000 bearing an annual interest of 2%. Principal and interest are repayable at the end of the two years term of the loan.

(vii) Loan agreement with SWT Beteiligungs AG dated May 3, 2016 for €75,000 bearing an annual interest of 2%. Principal and interest are repayable at the end of the two years term of the loan.

(viii) Balance payable to GBT Asia Ltd.is not interest bearing and has no set terms of repayment.

Schedule 3.9(1) – Intangible Property

- License Agreement (LED Displays) between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of July 25, 2016.

- License Agreement (Power Batteries) between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of December 31, 2015.

- Second Consolidated Amended and Restated license Agreement between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of June 11, 2015, as amended by the First Amendment to the Second Consolidated and Restated License Agreement between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of September 14, 2015, and as amended by the Second Amendment to Second Consolidated Amended and Restated License Agreement between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of November 30, 2015, and as amended by the Third Amendment to the Second Consolidated Amended and Restated License Agreement between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of April 18, 2016.

- License agreements with AfgaPhoto Holding GmbH.

- www.gbt-international.com

- www.german-battery.com

- Dr. Senst (registered brand)

- Software licenses

Schedule 3.10 – Material Contracts

- License Agreement (LED Displays) between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of July 25, 2016.
- License Agreement (Power Batteries) between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of December 31, 2015.
- Second Consolidated Amended and Restated license Agreement between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of June 11, 2015, as amended by the First Amendment to the Second Consolidated and Restated License Agreement between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of September 14, 2015, and as amended by the Second Amendment to Second Consolidated Amended and Restated License Agreement between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of November 30, 2015, and as amended by the Third Amendment to the Second Consolidated Amended and Restated License Agreement between GBT German Battery Trading GmbH and PLR IP Holdings, LLC dated as of April 18, 2016.
- Agreement between European American Investment Bank AG (Euram Bank) and GBT – German Battery Trading GmbH dated as of November 23, 2015.
- Agreement between European American Investment Bank AG (Euram Bank) and GBT – German Battery Trading GmbH dated as of January 12, 2016.
- Factoring Agreement between GBT German Battery Trading GmbH and Coface Finanz GmbH dated as of January 2011.
- License agreements with AfgaPhoto Holding GmbH.

Schedule 3.14 – Employees

Sven Carbow	employee
Daniel Nathan	employee
Edelgard Senst	employee
Dr. Thilo Senst	employee
Margarete Kohs	employee
Marcel Kreitz	employee
Valery Barilov	employee
Evelyn Pfeffer	employee
Romina Wollenweber	employee
Ellen Blum	employee
Simone Kowalk	employee
Flemming Consulting	consulting
SK GmbH & Co. KG	consulting
Brand Resources	consulting