

AMENDED AND RESTATED AGREEMENT

THIS AGREEMENT is entered into on April 2, 2015 and amended on August 28, 2015

BETWEEN:

GLANCE MOBILE LTD. a body corporate having an office at 4135 Virginia Crescent,
North Vancouver, BC

(“**Glance**”)

LEFT BANK CAPITAL CORP., a body corporate having an office at 1820 – 925 West
Georgia Street, Vancouver, BC V6C 3L2

(“**Left Bank**” and together with Glance, the “**Parties**”)

Re: AMENDED AND RESTATED Proposed Acquisition of Glance Mobile Ltd.
(“**Glance**”) by **Left Bank Capital Corp.** (“**Left Bank**”)

This amended and restated letter agreement (the “**Agreement**”) supersedes and replaces all agreements, or amendments thereto, before it and is intended to set out our mutual understanding of the terms and conditions upon which Left Bank will be prepared to acquire 100% of the authorized share capital of Glance (the “**Transaction**”), free and clear of all liens, claims and encumbrances.

The terms of this binding Agreement are intended to govern the conduct of the parties until such time as the parties execute a long form agreement with respect to the Transaction (the “**Long Form Agreement**”) or this Agreement has been terminated in accordance with its terms. In the event that the parties are unsuccessful in entering into the Long Form Agreement by April 30, 2015, this Agreement shall govern the relationship between the parties, and the parties shall execute the Transaction pursuant to the terms of this Agreement. This Agreement shall not confer on any person or entity, other than the parties hereto, any rights or remedies.

The basic terms of the Transaction are as follows:

1. Glance. Glance is in the business of developing mobile payment processing software and smart phone applications. The currently issued and outstanding common shares of Glance are held by the shareholders of Glance as set out in Schedule “A” attached hereto (the “**Shareholders**”).
2. Effective Date. The effective date of the Transaction (the “**Effective Date**”) will be the date on which the Transaction is completed (the “**Closing**”), following receipt of all necessary shareholder, regulatory and court approvals (as necessary), which Effective Date will be set by Left Bank by providing Glance with 7 days’ advance notice (which notice shall be deemed to be notice to the Shareholders), so long as the

Effective Date is set to occur on or before August 31, 2015, or as otherwise determined by the mutual agreement of the Parties.

3. Purchase Price. On the Effective Date, Left Bank will acquire all of the issued and outstanding Common shares of Glance in exchange for the issuance of 31,500,000 common shares of Left Bank (the "**Purchase Shares**"), to be issued to the Shareholders in the amounts set out in Schedule "A" attached hereto.
4. Long Form Agreement. Left Bank shall cause its counsel to prepare and send to counsel for Glance the first draft of the Long Form Agreement no later than thirty (30) days from the execution of the Agreement. The parties will use reasonable commercial efforts to enter into the Long Form Agreement by April 30, 2015 or such later date as may be mutually agreed to in writing by the parties, which Long Form Agreement will, upon execution, replace and supersede this Agreement. The parties acknowledge that the Long Form Agreement will contain the covenants and conditions set out herein and additional representations, warranties and terms that are included in transactions similar to the Transaction.
5. Structure. The parties agree that each will use their best efforts to formulate a structure for the Transaction which is acceptable to each of the parties and which is formulated to:
 - (a) comply with all necessary legal and regulatory requirements;
 - (b) minimize or eliminate any adverse tax consequences; and
 - (c) be as cost effective as possible.
6. First Advance. By April 15, 2015, Left Bank will give Glance a non-recoupable advance in the amount of \$25,000 (the "**First Advance**"). The Advance shall be allocated as follows:
 - (a) \$10,000 towards investor marketing materials for Glance's payment processor;
and
 - (b) \$15,000 towards investor marketing materials for Glance's other business objectives.
7. Second Advance. By May 1, 2015, Left Bank will give Glance a non-recoupable advance in the amount of \$25,000 (the "**Second Advance**").
8. Financing. Prior to the closing of the Transaction, as a condition precedent to Glance's obligations to close the Transaction, which may be waived by Glance, Left Bank will complete the following private placement (the "**Financing**") no later than July 31, 2015:
 - (a) a net financing (after commission) of \$650,000 for units of Left Bank at a price of \$0.15 per unit, each unit comprised of one common share of Left Bank and one-half warrant to purchase one-half common share of Left Bank at an exercise price

of \$0.25 per common share for a period of 24 months, with an acceleration clause at \$0.30 per share.

9. **Use of Proceeds.** Subject to the restrictions in TSX-V or CSE policies, the Resulting Issuer will use substantially all of the proceeds from the Financings to fund further development and marketing of the Resulting Issuer's business and to fund the regulatory and legal costs to complete the Transaction commencing from the execution date of this agreement. The Resulting Issuer will allocate at least:

- (a) \$350,000 towards the business of Glance, with \$80,000 of this amount allocated towards the payment processing portion of Glance's business;
- (b) \$300,000 towards marketing activities for Glance and its products, and costs of listing the Company on the Frankfurt stock exchange and the OTCQX; and
- (c) 25% of cash proceeds from the exercise of warrants shall be allocated to marketing and investor relations expenses.

10. **Purchase Shares.** The Shareholders acknowledge and agree that the Purchase Shares (or share in the Resulting Issuer) will be subject to stock restrictions (the "**Restrictions**") on terms set out in a Stock Restriction Agreement, which the Shareholders will each execute and deliver to Left Bank concurrently with the issuance of the Purchase Shares and which will contain the following vesting schedule:

Vesting Date	Proportion of Vested Shares
On the Effective Date	1% of the Purchase Shares
6 months after the Effective Date	15% of the Purchase Shares
12 months after the Effective Date	15% of the Purchase Shares
18 months after the Effective Date	15% of the Purchase Shares
24 months after the Effective Date	15% of the Purchase Shares
30 months after the Effective Date	15% of the Purchase Shares
36 months after the Effective Date	The remainder of the Purchase Shares

The Shareholders acknowledge that the certificates representing the Purchase Shares will be stamped with the following legend (or substantially equivalent language) restricting transfer in the following manner:

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO RESTRICTIONS ON SALE OR OTHER TRANSFER PURSUANT TO AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER (OR SUCH HOLDER'S PREDECESSOR IN INTEREST), A COPY OF WHICH IS ON FILE AT THE REGISTERED OFFICE OF THE COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO THE AGREEMENT IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY."

11. Management.

- (a) Prior to completion of the Transaction, the current management of Glance shall maintain control over the business operations of Glance, and the current management of Left Bank shall maintain control over the Financings. Left Bank shall not engage in any activity which may limit the current management of Glance from executing its corporate development plan.
- (b) Upon completion of the Transaction, the board of directors of the Reporting Issuer will be composed of the individuals who compose the board of directors of Glance as at the date of execution of this Agreement, and of one individual nominated by Left Bank and agreed upon by Glance, with the intention that the nominee from Left Bank will have the expertise to assist with corporate governance and regulatory matters.

12. Representations and Warranties of Glance.

- (a) This Agreement has been duly authorized, executed and delivered by Glance and constitutes a legal, valid and binding obligation of Glance enforceable against Glance in accordance with its terms.
- (b) Glance has all requisite legal capacity, power and authority to enter into this Agreement and to take all actions required pursuant to this Agreement.
- (c) No third party has any interest in or right to any intellectual property developed or used by Glance.
- (d) Until the Closing, Glance will, operate their business in the usual and ordinary course and consistent with past practice (including, without limitation, continuing to maintain levels of working capital and sales and marketing efforts), and will not declare any dividend or other distribution, make any distribution, payment or repayment to any non-arm's length party, enter into any non-arm's length contracts, issue any securities (including options or other convertible securities), make any bonus payments to or increase the compensation or benefits of any director, officer or employee, or incur or guarantee any debt or obligations, other than in the usual and ordinary course of business consistent with past practice or pursuant to existing contractual agreements which have been disclosed to Left Bank.
- (e) Until the close of the Transaction, Glance will not, acquire or agree to acquire by amalgamation, arrangement, merger or consolidation with, or by purchasing a substantial portion of the assets of, or by any other manner, any business or any corporation, partnership, association of other business organization or division thereof or otherwise acquire or agree to acquire any assets which are

material, individually or in the aggregate, to the business of Glance or its subsidiaries.

- (f) Until the close of the Transaction, except in the ordinary course of business and consistent with past practice, Glance will not sell, lease, transfer, mortgage, encumber or otherwise dispose of any of their assets or cancel, release or assign any indebtedness or claim interest, license, lease, permit or right.

13. Representations and Warranties of Left Bank.

- (a) This Agreement has been duly authorized, executed and delivered by Left Bank and constitutes a legal, valid and binding obligation of Left Bank, enforceable against Left Bank in accordance with its terms.
- (b) Left Bank has all requisite legal capacity, power and authority to enter into this Agreement and to take all actions required pursuant to this Agreement.

14. Conditions of Closing. The Closing shall be subject in all respects to the satisfaction of the conditions specified below, in addition to the conditions included in the Long Form Agreement (and the parties covenant to use reasonable commercial efforts to cause satisfaction of the conditions set out below to the extent such conditions are for the benefit of the other party):

- (a) completion of a due diligence review by Left Bank of Glance and its assets, liabilities and operations, the results of which are satisfactory to Left Bank in its sole discretion, such review to be concluded within 60 days from the execution date of this Agreement;
- (b) As money is raised by Left Bank, it will be forwarded to Glance as a recoupable loan;
- (c) For the benefit of Glance, at least \$650,000 in net capital must be raised by Left Bank through the issuance of not more than 4,750,000 shares, not including finder's fees;
- (d) operation of Glance's business in a manner consistent with past practices in the ordinary course;
- (e) Glance not, without the prior written consent of Left Bank, issuing any securities or altering its constating documents;
- (f) the absence of any material adverse changes in Glance's business, assets or liabilities; and
- (g) receipt of all approvals and third-party consents of the boards of directors and shareholders of Glance and its customers, lenders, lessors and regulatory authorities.

The parties agree that the non-fulfillment of any of the foregoing conditions shall result in the termination of this Agreement unless, if the non-fulfillment relates to any of the conditions set out in subsections (a) – (f) above, Left Bank waives fulfillment of the condition in writing.

15. Termination. This Agreement may be terminated:

(c) by Left Bank, by notice in writing to Glance (which shall constitute notice in writing to the Shareholders), if any of the conditions set forth in Section 14 have not been fulfilled or waived at or prior to May 31, 2015, or any obligation or covenant of Glance or the Shareholders to be performed at or prior to May 31, 2015 has not been observed or performed by such time, and in such event Left Bank shall be released from all obligations hereunder save and except for its obligations under Section 22 and Section 23, which shall survive. If Left Bank waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfillment, non-observance or non-performance of any other condition, obligation, or covenant in whole or in part;

(d) by mutual written agreement of the parties; or

(e) by either Left Bank or Glance by providing written notice of termination to the other Party if the Transaction is not consummated by August 31, 2015 or such other date as may be agreed to by Left Bank and Glance; and, in such event, each Party shall be released from all obligations under this Agreement, save and except for its obligations, if any, under Section 22 and Section 23, which shall survive.

16. Public Disclosure. Except as required in order to comply with applicable legal or regulatory requirements, each of Left Bank and Glance agree that it will not disclose the terms of the Transaction without the other party's prior written consent.

17. Representation and Warranties; Covenants; Indemnities. The Long Form Agreement will contain representations, warranties, covenants and indemnities of Left Bank and Glance which are customary for a transaction of this nature.

18. Exclusivity.

(a) From the date of the execution of this Agreement until the earlier of the Closing or the date on which this Agreement is terminated, Left Bank and Glance and their respective directors, officers, representative and agents will not:

(i) solicit directly or indirectly, or cause, or facilitate anyone else to solicit any offer (conditional or otherwise) similar to the one contemplated herein (an "**Acquisition Proposal**"); or

(ii) provide information concerning its securities, assets or business to anyone for or in furtherance of anything mentioned in item (i);

Provided, however, that the foregoing shall not in any manner impede the ability of the boards of directors of Left Bank and Glance to discharge their respective fiduciary obligations.

- (b) Glance will promptly notify Left Bank at first orally and then in writing regarding any contact between it or its representatives and any other persons regarding any Acquisition Proposal or any related enquiry.

19. Due Diligence and Access. Upon the execution of this Agreement, Left Bank will promptly commence its due diligence review of Glance. Glance agrees to cooperate and provide full access to Left Bank and its agents and advisors to complete such due diligence. Left Bank agrees that all due diligence will be completed by no later than thirty (30) days from the execution of the Agreement. No later than thirty (30) days from the execution of the Agreement, Left Bank must confirm to Glance in writing whether or not it is satisfied with the results of its due diligence investigation. If Left Bank is satisfied with its due diligence, both parties will be committed to proceed with the Transaction subject only to the other conditions outlined herein. Alternatively, if Left Bank is not satisfied as to the results of its due diligence investigation, neither party will have any further obligations hereunder.

20. Independent Counsel. All parties acknowledge that this agreement shall not be construed against either party by reason of the drafting or preparation thereof. Both parties acknowledge that neither Penny Green nor Bacchus Law Corporation nor anyone at Bacchus Law Corporation represent any of the parties involved in this Transaction and Agreement. Each party involved confirms that it has been advised and provided with an opportunity to consult with independent counsel with respect to this Agreement. To the extent that the parties decline to receive independent legal counsel in respect of this Agreement, the parties hereby waive the right, should a dispute later develop, to rely on its lack of independent legal counsel to avoid its obligation, to seek indulgences from the other parties, or to otherwise attack, in whole or in part, the integrity of this Agreement.

21. Binding Agreement. This Agreement constitutes a legally binding and enforceable agreement between the parties hereto with respect to the provisions hereof. In the event that the parties hereto fail to execute the Long Form Agreement, the terms of this Agreement shall be deemed a definitive agreement between the parties hereto.

22. Confidentiality.

- (a) A party receiving information (a "**Receiving Party**") from any other party (a "**Disclosing Party**") or their respective representatives and advisors shall keep all such information (other than as hereinafter provided) in the strictest confidence and shall not use any such information, directly or indirectly, or disclose such information to any person except with the Disclosing Party's prior written consent or as required by law or by order of a court of competent jurisdiction.

- (b) Section 22(a) shall not apply to information which:
- (iii) is now or which hereafter, through no act or failure to act on the part of the Receiving Party, becomes generally known or available to the public;
 - (iv) is known to the Receiving Party at the time of disclosure of such information without any restrictions on subsequent disclosure or use, as evidenced by the written records of the Receiving Party, and was not acquired, directly or indirectly, from the Disclosing Party nor from a person owing a duty of confidence to the Disclosing Party in respect of such information;
 - (v) the Receiving Party can prove, from contemporaneous written evidence, has been independently developed by its personnel without access, either directly or indirectly, to the information provided by the Disclosing Party.
- (c) The parties agree that monetary damages may not be a sufficient remedy for any actual or threatened breach of this Section 22 by a Receiving Party and that, in addition to any remedies available in law, the Disclosing Party shall be entitled to seek injunctive or other equitable relief as a remedy without proof of damages. The Receiving Party agrees to waive any requirement for the securing or posting of any bond or other form of security in connection with any such remedy.
- (d) If the Receiving Party is required by applicable law or court order to disclose any information provided by or on behalf of the Disclosing Party, the Receiving Party will, unless prohibited by law, notify the Disclosing Party promptly so that it may, in its sole discretion, seek a protective order or other appropriate remedy. If no such protective order or other remedy is obtained or sought, the Receiving Party will disclose only that which the Receiving Party is advised by its legal counsel that it is legally required to disclose, and only after asserting the confidential nature of such information.

23. Acquisition Costs. All fees and expenses incurred in connection with this Agreement and the Transaction will be borne by the party incurring such fees and expenses, whether or not the Transaction is consummated.

24. Assignment. Left Bank may assign this Agreement to the Reporting Issuer in its sole discretion. No other assignment of this Agreement shall be permitted by either party without the prior written consent of the other party.

25. Law. This Agreement shall be governed by the laws of the Province of British Columbia, and the parties hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

26. Counterparts. This Agreement may be executed in counterparts and delivered by e-mail, and all such together shall constitute one document.

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If the foregoing reflects your understanding of our mutual intent relating to the Transaction, please indicate your confirmation by signing and returning the enclosed copy of this Agreement at your earliest convenience.

LEFT BANK CAPITAL CORP.

Per: *"Penny Green"*

Authorized Signatory
Name: Penny Green
Position: Director

GLANCE MOBILE LTD.

Per: *"Desmond Griffin"*

Authorized Signatory
Name: Desmond Griffin
Position: Director

SHAREHOLDERS OF GLANCE MOBILE LTD.

SIGNED and DELIVERED by _____)
_____ in the presence of:)

Witness (Signature))

Name (please print))

"Desmond Griffin"
NAME: _____

SIGNED and DELIVERED by _____)
_____ in the presence of:)

Witness (Signature))

Name (please print))

"Penny Green"
NAME: _____

SCHEDULE "A"

Shareholders of Glance Mobile Ltd.

<i>Shareholder</i>	<i>Number Shares Held in Glance</i>	<i>Number of Purchase Shares to Receive</i>
Desmond Griffin	16,000,000	16,000,000
Penny Green	14,000,000	14,000,000
Acquisition of Payment processor	1,500,000	1,500,000
Total		31,500,000