

**THIRD AMENDMENT AGREEMENT to the Amalgamation Agreement dated January 19, 2015 between Quentin Ventures Ltd., 1021784 B.C. Ltd., and Identillect Technologies Corp. (collectively, the “Parties”)**

**WHEREAS** the Parties entered into an Amalgamation Agreement (the “**Amalgamation Agreement**”) dated effective January 19, 2015, as amended on August 25, 2015 and November 19, 2015;

**AND WHEREAS** the Parties desire to further amend the terms of the Amalgamation Agreement to provide for additional terms and conditions, as set forth herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration given by each Party to the other and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the Parties agree as follows:

1. The Parties acknowledge that Identillect has raised an additional \$250,000 from its existing shareholders through issuance of units. As a result of the raising of such funds, Quentin agrees to issue an additional 1,250,000 common shares and 1,250,000 share purchase warrants, each warrant exercisable at \$0.40 for 18 months pursuant to the Amalgamation. For greater certainty, the holders of the Identillect common shares outstanding of the date hereof will receive a total of 27,407,139 Quentin Shares on Closing, prior to the completion of the financing transactions described below.
2. The Parties acknowledge that the terms of the Subscription Receipts to be issued pursuant to the Financing through Canaccord have been amended to a price of \$0.20 per Subscription Receipt, which will convert into one unit of the Resulting Issuer pursuant to the Amalgamation. Each unit of the Resulting Issuer will consist of one common share and one share purchase warrant, exercisable for one common share of the Resulting Issuer at a price of \$0.30 per share for a period of one year.
3. The Parties acknowledge that Identillect may issue Subscription Receipts prior to Closing, on the same basis of the Subscription Receipts described in paragraph 2 above.
4. The Parties acknowledge that Quentin may issue units prior to Closing, on the same basis as the units which are issuable on exercise the Subscription Receipts described in paragraph 2 above.
5. The Amalgamation Agreement shall be further amended for all such additional changes as may be required to reflect or give effect to the foregoing. All other terms of the Amalgamation Agreement remains in full force and effect.
6. The amendments contemplated by this Third Amendment Agreement (the “**Third Amendment Agreement**”) shall take effect immediately, upon execution of this Amendment Agreement.
7. All capitalized terms not otherwise defined in this Third Amendment Agreement shall have the meanings ascribed to them in the Amalgamation Agreement.

8. This Third Amendment Agreement may be executed and delivered in one or more counterparts, and each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document.

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IN WITNESS WHEREOF the parties have executed this Third Amendment Agreement effective as of the 3<sup>rd</sup> day of May, 2016.

QUENTIN VENTURES LTD.

By:   
Authorized Signatory

1021784 B.C. LTD.

By:   
Authorized Signatory

IDENTILLECT TECHNOLOGIES CORP.

By:   
Authorized Signatory