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GREEN AXIS CAPITAL CORP.

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NEWS RELEASE

Vancouver, B.C.

(CSE: ALQ)

**GREEN AXIS CLOSES SHARE EXCHANGE AGREEMENT AND ENTERS INTO LETTER AGREEMENT FOR RTO
TRANSACTION WITH IGNITE AND UP TO \$250M CONCURRENT FINANCINGS**

Vancouver, B.C. – November 23, 2018, Green Axis Capital Corp. (the “**Company**”) announces that, further to a news release dated October 12, 2018, the Company closed the share exchange agreement dated September 29, 2018 (the “**Share Exchange Agreement**”) among the Company, Ignite International, Ltd. (formerly Vulcan Enterprises US, Ltd.) (“**Ignite US**”) and two shareholders of Ignite US.

Pursuant to the Share Exchange Agreement, the Company issued 50,700,890 common shares of the Company to two shareholders of Ignite US in exchange for 5,000,000 common shares of Ignite US (“**Ignite US Shares**”). Ignite US owns and operates the Ignite cannabis brand among other ventures. Immediately following the closing of the Share Exchange Agreement, the Company had 103,471,210 common shares issued and outstanding.

In addition, the Trademark & Copyright License Agreement dated September 29, 2018 between the Company and Ignite US became effective on the closing of the Share Exchange Agreement. The license permits the Company to enter manufacturing agreements and develop certain approved Ignite-branded products that it has agreed to market, promote, sell and distribute, both in North America and internationally, with the oversight of Ignite US’ operations team all as further set out in the October 12 news release.

Letter Agreement and RTO Transaction

Immediately upon the closing of the Share Exchange Agreement, the Company entered into a letter agreement (the “**Letter Agreement**”) with Ignite US and certain shareholders thereof (the “**Ignite US Shareholders**”) holding an aggregate of 35,116,000 Ignite US Shares, or approximately 40.1% of the outstanding Ignite US Shares, whereby the Ignite US Shareholders have agreed to sell their Ignite US Shares to the Company in consideration for the issuance of 30 million post-Second Consolidation (see below) common shares in the capital of the Company (the “**Second Share Exchange Transaction**”).

Pursuant to the Letter Agreement, the Company has also agreed to enter into a share purchase agreement (the “**Purchase Agreement**”) with Dan Bilzerian (“**Bilzerian**”) whereby the Company agrees to acquire from Bilzerian 3,800,000 Ignite US Shares held by Bilzerian in consideration for USD\$16 million in cash on closing of the Second Share Exchange Transaction (the “**Bilzerian Share Purchase**”).

On closing of the Second Share Exchange Transaction and the Bilzerian Share Purchase, the Company will hold an aggregate of 43,916,000 Ignite US Shares, or approximately 50.1% of the Ignite US Shares on a non-diluted and fully-diluted basis, and the Ignite US Shareholders under the Share Exchange Agreement and the Letter Agreement will hold an aggregate of approximately 79.2% of the common shares of the Company on a non-diluted basis excluding any shares issued in connection with the financings referred to below. The completion of the proposed transactions in the Letter Agreement is expected to constitute a reverse takeover of the Company.

Following the closing of the Second Share Exchange Transaction, the only shareholder of Ignite US other than the Company will be Bilzerian who will own approximately 49.9% of the Ignite US Shares on a non-diluted and fully-diluted basis. Pursuant to the Letter Agreement, the Company and Bilzerian agreed to enter into an agreement (the “**Option Agreement**”) whereby, subject to closing of the Second Share Exchange Transaction, Bilzerian will grant an option to the Company to acquire all the Ignite US Shares then held by Bilzerian on the basis of one post-Second Consolidation common share of the Company for every 1.25 Ignite US Shares, in consideration for CAD\$10,000 per year (the “**Bilzerian Option**”). The Bilzerian Option will only be exercisable immediately prior to the closing of a transaction whereby a third party acquires all of the then issued and outstanding common shares of the Company.

The parties to the Letter Agreement have also agreed to pursue the following two financings (collectively, the “**Financings**”) (i) the issuance of subscription receipts (“**Subscription Receipts**”) for gross proceeds currently expected to be a minimum of CAD\$50 million and a maximum of CAD\$150 million (the “**Brokered Financing**”) at an issue price of CAD\$6.50 per Subscription Receipt, on a post-Second Consolidation basis, or as otherwise agreed to by the parties (the “**Issue Price**”) and (ii) a non-brokered concurrent private placement of common shares of the Company of up to CAD\$100 million at the same Issue Price as under the Brokered Financing. The Second Share Exchange Transaction is subject to certain closing conditions including the following:

- the issuance of Subscription Receipts and the payment of proceeds of the Brokered Financing into escrow not later than December 31, 2018;
- gross proceeds of the Financings being not less than CAD\$140 million;
- the Purchase Agreement, the Option Agreement and a unanimous shareholders’ agreement among Ignite US, the Company and Bilzerian being entered into;
- the closing of the Second Share Exchange Transaction and the Bilzerian Share Purchase, and the release of the proceeds of the Financings to the Company or an affiliate thereof on or prior to January 31, 2019;
- the Company obtaining all requisite shareholder approvals and requisite regulatory approvals from the Canadian Securities Exchange and any applicable Canadian securities regulatory authorities;

- two of the current directors and all of the executive officers of the Company resigning at the time of the closing of the Second Share Exchange Transaction and being replaced by persons designated by Ignite US (Dan Bilzerian shall be the Chairman and Chief Executive Officer and Brandon Boddy will remain a director of the Company);
- the consolidation of the common shares of the Company on a 5:1 basis (the “**Second Consolidation**”); and
- the Company changing its name to “Ignite International Brands, Ltd.”

In addition, it is contemplated that, at the time of closing of the Second Share Exchange Transaction, the Company will issue options to acquire 2 million post-Second Consolidation shares with an exercise price of not less than the Issue Price of the shares issued in the Brokered Financing to such persons as designated by Ignite US.

The Company, Ignite US, the Ignite US Shareholders and Bilzerian have agreed in good faith to negotiate a formal agreement in respect of the proposed Second Share Exchange Transaction on the terms contemplated in the Letter Agreement.

The common shares of the Company are not expected to resume trading until following the closing of the Second Share Exchange Transaction.

ON BEHALF OF THE BOARD

“Morgan Good”

Chief Executive Officer

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The Canadian Securities Exchange (CSE) has not reviewed and does not accept responsibility for the adequacy or accuracy of this release. The closing of the transactions contemplated herein are subject to, among other things, regulatory approval, including from the CSE.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION: This news release includes certain “forward-looking statements” under applicable Canadian securities legislation. Forward-looking statements include, but are not limited to, statements with respect to: the terms and conditions of the proposed transactions, the closing of the transactions contemplated by the Letter Agreement, the Purchase Agreement, the Financings, and the proposed closing date of the Brokered Financing. Forward-looking statements are necessarily based upon a number of estimates and assumptions that, while considered reasonable, are subject to known and unknown risks, uncertainties, and other factors which may cause the actual results and future events to differ materially from those expressed or implied by such forward-looking statements. Such factors include, but are not limited to: general business, economic, competitive, political and social uncertainties; delay or failure to receive shareholder or regulatory approvals; ability of the Company to give effect to its business plan; and the uncertainties surrounding the cannabis industry in North America. There can be no assurance that such statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements. The Company disclaims any intention or obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.