

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made effective as of the 30th day of May, 2016.

BETWEEN:

REWARDSTREAM SOLUTIONS INC., a British Columbia corporation with an address at 250 – 2985 Virtual Way, Vancouver, BC V5M 4X7

(hereinafter referred to as “RewardStream”)

OF THE FIRST PART

AND:

MUSGROVE MINERALS CORP., a British Columbia corporation with an address at Suite 102, 15910 Fraser Highway, Surrey, BC V4N 0X9

(hereinafter referred to as “Musgrove”)

OF THE SECOND PART

WHEREAS:

- A. RewardStream and Musgrove have agreed to amalgamate under the terms and conditions set out in this Agreement in accordance with the BCA;
- B. The authorized share structure of RewardStream consists of an unlimited number of Common shares without par value and an unlimited number of Preferred shares without par value, of which 12,813,235 Common shares and no Preferred shares are issued and outstanding as fully paid;; and
- C. The authorized share structure of Musgrove consists of an unlimited number of Common shares without par value, of which 14,075,365 common shares are issued and outstanding as fully paid;
- D. Each of the Amalgamating Companies has made full disclosure to the other of all of its respective material assets and material liabilities; and
- E. It is desirable for business reasons that the Amalgamation be effected.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreements, covenants and conditions contained in this Agreement, each of the Amalgamating Companies covenants and agrees with the other as follows:

1. DEFINITIONS.

1.1 Definitions. The following terms have the respective meanings specified in this Article, unless the context indicates otherwise.:

- (a) “Agreement” means this Amalgamation Agreement, together with the schedules attached hereto, and all amendments and supplements, if any to this Agreement;
- (b) “Amalco” means the company resulting from the amalgamation of the Amalgamating Companies pursuant to the Amalgamation;
- (c) “Amalco Shares” means the common shares in the capital of Amalco;
- (d) “Amalgamating Company” means each of RewardStream and Musgrove and “Amalgamating Companies” means both of them;

- (e) “Amalgamation” means the amalgamation of the Amalgamating Companies pursuant to section 269 Of the BCA on the terms and conditions set forth in this Agreement;
- (f) “Amalgamation Application” means the amalgamation application that will be filed with the Registrar under section 275 of the BCA in order to give effect to the Amalgamation in substantially the form set forth in the attached Schedule "A";
- (g) “BCA” means the British Columbia Business Corporations Act, S.B.C. 2002, c. 57, as amended;
- (h) “Business” means the business of RewardStream, being the management of customer reward programs;
- (i) “Companies Resolutions” means the Special Resolutions of the shareholders of each of the Amalgamating Companies approving the Amalgamation and this Agreement and “Company Resolution” means either such Special Resolution;
- (j) “Dissent Rights” means, respectively, the rights of dissent of the shareholders of each of the Amalgamating Companies in respect of the Companies Resolutions under section 272 of the BCA;
- (k) “Effective Date” means the date in which the conditions set forth in Article 5 of this Agreement have been satisfied or waived, but in no event later than October 31, 2016;
- (l) “Effective Time” means the time on the Effective Date that the Amalgamation Application is filed with the Registrar or such other time on the Effective Date as the parties to this Agreement may agree in writing;
- (m) “Exchange” means the TSX Venture Exchange;
- (n) “Information Circular” means the document describing the transaction, required to be distributed to shareholders of Musgrove when shareholder approval for the transaction is sought at a meeting;
- (o) “Intellectual Property” means any patents, trademarks, trade names or intellectual property licenses;
- (p) “Musgrove Financial Statements” means those financial statements of Musgrove as available in the Musgrove Public Disclosure Record;
- (q) “Musgrove Public Disclosure Record” means the material change reports, news releases, financial statements, management discussion and analysis and other continuous disclosure documents filed by or on behalf of Musgrove with the Exchange and any applicable securities authority through SEDAR;
- (r) “Musgrove Shares” means the Common shares in the capital of Musgrove issued and outstanding immediately prior to the Effective Time;
- (s) “Musgrove Shareholders” means the holders of Musgrove Shares at the applicable time;
- (t) “Musgrove Warrants” means the outstanding share purchase warrants of Musgrove;
- (u) “Property” means the Musgrove Creek Property;
- (v) “Registrar” means the British Columbia Registrar of Companies;
- (w) “Replacement Warrant” means a share purchase warrant entitling the holder to purchase shares in the capital of Amalco;

- (x) “Reporting Issuer” means a company that has issued shares to the public and is subject to continuous disclosure requirements by one or more of the provincial securities commissions;
- (y) “RewardStream Audited Financial Statements” means those audited financial statements of RewardStream for the years ended September 30, 2015 and 2014 prepared in accordance with International Financial Reporting Standards (“IFRS”), as issued by the International Accounting Standards Board;
- (z) “RewardStream Financial Statements” means, collectively, the RewardStream Audited Financial Statements and the RewardStream Unaudited Financial Statements;
- (aa) “RewardStream Shares” means the Common shares in the capital of RewardStream issued and outstanding immediately prior to the Effective Time, as determined in accordance with Schedule "C" attached hereto;
- (bb) “RewardStream Shareholders” means the holders of the RewardStream Shares at the applicable time;
- (cc) “RewardStream Unaudited Financial Statements” means those unaudited financial statements of RewardStream as at March 31, 2016;
- (dd) “RewardStream Warrants” means the outstanding share purchase warrants of RewardStream;
- (ee) “SEDAR” means the System for Electronic Document Analysis and Retrieval;
- (ff) “Share Exchange Ratio”:
 - (i) in the case of the RewardStream Shares, the exchange of 1.56 Amalco Shares for each RewardStream Share; and
 - (ii) in the case of the Musgrove Shares, the exchange of 0.5 Amalco Shares for each Musgrove Share;
- (gg) “Special Resolution” has the meaning ascribed to it in the BCA; and
- (hh) “Warrant Exchange Ratio” means:
 - (i) in the case of the RewardStream Warrants, the exchange of 1.56 Replacement Warrants for each RewardStream Warrant; and
 - (ii) in the case of the Musgrove Warrants, the exchange of 0.5 Replacement Warrants for each Musgrove Warrant.

1.2 Currency. All references in this Agreement to dollar amounts are expressed in Canadian currency.

1.3 Schedules.

Schedule "A"	Amalgamation Application
Schedule "B"	Articles of Amalco
Schedule "C"	RewardStream Capitalization
Schedule "D"	RewardStream Commitments
Schedule "E"	RewardStream Employment Agreements
Schedule "F"	RewardStream Leases
Schedule "G"	RewardStream Consents and Approvals
Schedule "H"	Musgrove Warrants
Schedule "I"	Musgrove Material Liabilities
Schedule "J"	Voluntary Pooling Agreement

Schedule "K" Encumbrances on RewardStream Assets

2. THE AMALGAMATION

2.1 The Amalgamation. Subject to the terms and conditions of this Agreement, upon the approval of the Companies Resolutions and the approval of the Exchange, the Amalgamating Companies shall file with the Registrar the Amalgamation Application and such other documents as may be required in order to effect the Amalgamation on the Effective Date.

2.2 Terms of Amalgamation. RewardStream and Musgrove covenant and agree to implement the Amalgamation in accordance with the terms and subject to the conditions of this Agreement, as follows:

- (a) At the Effective Time, the Amalgamating Companies shall amalgamate and continue as one company, being Amalco, pursuant to the provisions of the BCA and the terms and conditions of this Agreement.
- (b) At the Effective Time, the issued shares of each of the Amalgamating Companies shall be exchanged for Amalco Shares as follows:
 - (i) Each RewardStream Share shall be exchanged for such number of Amalco Shares as is equal to the Share Exchange Ratio; and
 - (ii) Each Musgrove Share shall be exchanged for such number of Amalco Shares as is equal to the Share Exchange Ratio.

After the Amalgamation becomes effective, each shareholder of any of the Amalgamating Companies who is entitled to receive Amalco Shares in exchange for his or her shares of the particular Amalgamating Company, as set out herein, may at any time surrender the certificate or certificates representing the shares of the particular Amalgamating Company held by such shareholder to Amalco, and in return shall be entitled to receive a certificate representing the corresponding number of Amalco Shares to which such shareholder is entitled to receive on the basis set out herein. Until such surrender and exchange, the share certificate or certificates representing shares of the particular Amalgamating Company held by each shareholder shall be evidence of each such shareholder's right to receive a share certificate issued by Amalco as provided herein.

- (c) No fractional Amalco Shares will be issued under the Amalgamation. Where the aggregate number of Amalco Shares to be issued to any shareholder of an Amalgamating Company under the Amalgamation would result in a fraction of a Amalco Share being issuable, the number of Amalco Shares to be issued to such holder shall be rounded down to the next whole number, and no cash or other consideration shall be paid or payable in lieu of such fraction of a Amalco Share.
- (d) At the Effective Time, the Musgrove Warrants and the RewardStream Warrants shall be exchanged for Replacement Warrants as follows:
 - (i) Each outstanding Musgrove Warrant which has not been exercised prior to the Effective Time will be converted into a fully-vested Replacement Warrant to purchase from Amalco the number of Amalco Shares (rounded down to the nearest whole share) equal to: (A) the Warrant Exchange Ratio multiplied by (B) the number of Musgrove Shares subject to such Musgrove Warrants, as the case may be, immediately prior to the Effective Time. Each Replacement Warrant will provide for an exercise price per Amalco Share (rounded up to the nearest whole cent) equal to: (C) the exercise price per Musgrove Share, as the case may be, otherwise purchasable pursuant to such Musgrove Warrants immediately prior to

the Effective Time; divided by (D) the Warrant Exchange Ratio. The terms and conditions of a Replacement Warrant including the term to expiry, conditions to and manner of exercising, will be the same as the Musgrove Warrant for which it was exchanged; and

- (ii) Each outstanding RewardStream Warrant which has not been exercised prior to the Effective Time will be converted into a fully-vested Replacement Warrant to purchase from the Amalco the number of Amalco Shares (rounded down to the nearest whole share) equal to: (A) the Warrant Exchange Ratio multiplied by (B) the number of RewardStream Shares subject to such RewardStream Warrants, as the case may be, immediately prior to the Effective Time. Each Replacement Warrant will provide for an exercise price per Amalco Share (rounded up to the nearest whole cent) equal to: (C) the exercise price per RewardStream Share, as the case may be, otherwise purchasable pursuant to such RewardStream Warrants immediately prior to the Effective Time; divided by (D) the Warrant Exchange Ratio. The terms and conditions of a Replacement Warrant including the term to expiry, conditions to and manner of exercising, will be the same as the RewardStream Warrant for which it was exchanged.
 - (e) At the Effective Time and thereafter, the property, rights and interests of each of the Amalgamating Companies shall continue to be the property, rights and interests of Amalco and Amalco shall continue to be liable for all the obligations of each of the Amalgamating Companies, without any further deeds, transfers or conveyances, as fully and effectually and to all intents and purposes as the same are held or borne by each of the Amalgamating Companies, respectively, immediately prior to the Amalgamation, and the directors of Amalco, shall have full power to carry the Amalgamation into effect and to perform such acts as are necessary or proper for such purposes. The provisions of this paragraph shall not be deemed to exclude any of the effects, rights or privileges that at law may be incidental to or result from the Amalgamation, whether or not herein specifically mentioned. Each shareholder of each of the Amalgamating Companies shall be bound by the terms of this Agreement. Without limiting the foregoing, Amalco will be liable for all obligations of RewardStream as disclosed in Schedule "K" hereto and will be entitled to all monies in respect of RewardStream's Scientific Research and Experimental Development claim received from Canada Revenue Agency after the Effective Time in respect of RewardStream's stub fiscal year ended on the Effective Date.
- 2.3 Effective Date. The Amalgamation shall be completed on the Effective Date and shall be effective at the Effective Time, if this Agreement has been adopted as required by law and all necessary filings have been made with the Register before that time, or at such later time, or time and date, as may be determined by the directors or by either of the Companies Resolutions when this Agreement shall have been adopted as required by law; provided, however, that if the respective directors of both of the Amalgamating Companies determine that it is in the best interests of the Amalgamating Companies not to proceed with this Amalgamation, then the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Amalgamating Companies.
- 2.4 Amalgamation Application and Notice of Articles. The Notice of Articles of Amalco shall contain the information contained in the form of the Amalgamation Application attached as Schedule "A" to this Agreement.
- 2.5 Articles. The form of the Articles of Amalco will be substantially in the form set out in Schedule "B" to this Agreement, which shall be signed by one of the first directors of Amalco.
- 2.6 Name of Amalco. The name of Amalco shall be "REWARDSTREAM SOLUTIONS INC."

- 2.7 Financial Year-End. The financial year-end of Amalco shall be September 30, until changed by the directors.
- 2.8 Registered and Records Office of Amalco. The mailing and delivery address of the registered and records offices of Amalco, until changed in accordance with the BCA, shall be as set out in the Notice of Articles referred to in section 2.4 of this Agreement.
- 2.9 Authorized Capital of Amalco. The authorized share capital of Amalco shall consist of an unlimited number of Common shares without par value and an unlimited number of Preferred shares without par value.
- 2.10 First Directors of Amalco. The number of directors of Amalco, until changed in accordance with the Articles of Amalco, shall be five (5). The full names and prescribed addresses of the first directors of Amalco are:

<u>Name</u>	<u>Prescribed Address</u>
Robert Richard Goehring	250 – 2985 Virtual Way, Vancouver, BC V5M 4X7
Ralph Turfus (Chairman)	250 – 2985 Virtual Way, Vancouver, BC V5M 4X7
Rana Vig (Vice Chairman)	Suite 102, 15910 Fraser Highway, Surrey, BC V4N 0X9
Norman Brewster	Suite 200, 65 Front Street East, Toronto, ON M5E 1B5
Martin Bernholtz	Unit 3, 26 Lesmill Road, Toronto, ON M3B 2T5

- 2.11 First Officers of Amalco. The full names and offices of the first officers of Amalco are:

<u>Name</u>	<u>Officer Position</u>
Robert Richard Goehring	Chief Executive Officer
Charles Abel	Chief Financial Officer and Corporate Secretary

- 2.12 Taking of Necessary Action. If after the Effective Time any further action is necessary to carry out the purposes of this Agreement or to vest Amalco with full title to all assets, rights, approvals, immunities and franchises of the Amalgamating Companies, the officers and directors, or the former officers and directors, as the case may be, of the Amalgamating Companies will take all such necessary action.
- 2.13 Shareholders' Meetings. As soon as is practical after execution of this Agreement, Musgrove will prepare and deliver a Notice of Meeting, Information Circular and Proxy in connection with obtaining the approval of its Company Resolution. As soon as is practical after execution of this Agreement, RewardStream will prepare and deliver a Notice of Meeting in connection with obtaining the approval of its Company Resolution. Each of the Amalgamating Companies will use commercially reasonable efforts to finalize its Notice of Meeting and to obtain approval of its

Company Resolution. Each of the Amalgamating Companies will ensure its meeting is conducted in accordance with applicable laws.

- 2.14 Dissent Rights. Notwithstanding any provision of this Agreement to the contrary, the Amalgamating Companies shares that are issued and outstanding immediately prior to the Effective Time and held by shareholders of the Amalgamating Companies who did not vote in favour of the Amalgamation and who comply with all of the relevant provisions of Division 2, Part 8 of BCA (each a "Dissenting Shareholder") will not be converted into or be exchangeable for the right to receive Amalco Shares, unless and until such holders have failed to perfect or have effectively withdrawn or lost their rights to appraisal under the BCA. If any Dissenting Shareholder fails to perfect or has effectively withdrawn or lost the right to appraisal, the shares of the Amalgamating Company held by such Dissenting Shareholder will thereupon be treated as though such shares had been converted into the right to receive Amalco Shares pursuant to section 2.2 of this Agreement.
- 2.15 No Further Ownership Rights in Amalgamating Companies Shares. The promise to exchange the shares of the Amalgamating Companies for Amalco Shares in accordance with the terms of this Agreement will be deemed to have been given in full satisfaction of all rights pertaining to the shares of the Amalgamating Companies, and there will be no further registration of transfers on the central securities registers of the Amalgamating Companies of the shares that were outstanding immediately prior to the Effective Time. From and after the Effective Time, the holders of the Amalgamating Companies shares outstanding immediately prior to the Effective Time will cease to have any rights with respect to their Amalgamating Companies shares, except as otherwise provided in this Agreement or by law.

3. **REPRESENTATIONS AND WARRANTIES OF REWARDSTREAM**

RewardStream represents and warrants to Musgrove and acknowledges that Musgrove is relying upon such representations and warranties, in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of Musgrove, as follows:

- 3.1 Organization. RewardStream has been duly continued and organized, is a validly existing company and is in good standing under the laws of British Columbia; it has the corporate power to own or lease its property and to carry on its business; and it has all necessary licenses, permits, authorizations and consents to operate its business in accordance with the terms of its business plan.
- 3.2 Authority. Subject to obtaining shareholder approval by its Company Resolution, RewardStream has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly authorized by all necessary corporate action on the part of RewardStream.
- 3.3 Capitalization. RewardStream is authorized to issue an unlimited number of Common shares without par value and an unlimited number of Preferred shares without par value. As of the date of this Agreement, RewardStream has 12,813,235 Common shares and no Preferred shares issued and outstanding. All of the issued and outstanding Common shares have been duly authorized, are validly issued, are fully paid and non-assessable, were not issued in violation of any pre-emptive rights and were issued in full compliance with applicable securities laws. Immediately prior to the Effective Time, (a) the number of RewardStream Shares will be as set out in Schedule "C" to this Agreement, (b) there will be no Preferred shares of RewardStream outstanding, (c) there will be no outstanding options to purchase any Common shares or Preferred shares of RewardStream and (d) the number of RewardStream Warrants will be as set out in Schedule "C" to this Agreement.
- 3.4 Agreement or Option. Except as set out in Schedule "C" to this Agreement, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible

obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of RewardStream or of any other securities of RewardStream.

- 3.5 Additional Shares or Ownership. Except as provided in Schedule "C", RewardStream will not, without the prior written consent of Musgrove, issue any additional shares or ownership interest in RewardStream from and after the date hereof to the Effective Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of RewardStream that will not be exercised in full prior to the Effective Time.
- 3.6 Subsidiaries. RewardStream does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations and will not prior to the Effective Date acquire, or agree to acquire, any subsidiary or business without the prior written consent of Musgrove.
- 3.7 Commitments. Except as set out in Schedule "D", RewardStream is not a party to or bound by any guarantee, warranty, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person, firm or corporation.
- 3.8 Books and Records. The books and records of RewardStream fairly and correctly set out and disclose in all material respects, in accordance with IFRS, the financial position of RewardStream as at the date hereof, and all material financial transactions of RewardStream relating to the Business have been accurately recorded in such books and records.
- 3.9 Financial Statements. The RewardStream Financial Statements present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of RewardStream as at the date thereof and there will not be, prior to the Effective Date, any material increase in such liabilities other than increases arising as a result of carrying on the Business in the ordinary and normal course.
- 3.10 Non-Violation. The entering into of this Agreement and the consummation of the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of RewardStream or of any indenture, instrument or agreement, written or oral, to which RewardStream is a party.
- 3.11 Non-Violation of Law. The entering into of this Agreement and the consummation of the transactions contemplated hereby will not, to the best of the knowledge of RewardStream, result in the violation of any law or regulation of Canada or any province or territory of Canada or of any foreign country or state in which the Business is or at the Effective Date will be carried on or of any municipal bylaw or ordinance to which RewardStream or the Business may be subject.
- 3.12 Authorized, Executed and Delivered. This Agreement has been duly authorized, validly executed and delivered by RewardStream.
- 3.13 Ordinary Course. The Business of RewardStream has been carried on in the ordinary and normal course by RewardStream since the date of the RewardStream Financial Statements and will be carried on by RewardStream in the ordinary and normal course after the date hereof and up to the Effective Date.
- 3.14 Capital Expenditures. No capital expenditures in excess of \$10,000 have been made or authorized by RewardStream since the date of the RewardStream Financial Statements and no capital expenditures in excess of \$10,000 will be made or authorized by RewardStream after the date hereof and up to the Effective Date without the prior written consent of Musgrove.

- 3.15 Employment Agreements. Except as disclosed in Schedule "E" hereto, RewardStream is not a party to any written or oral employment, service or pension agreement and RewardStream does not have any employees who cannot be dismissed on not more than one month's notice without further liability.
- 3.16 Bonds, Debentures and Mortgages. Except as disclosed in the RewardStream Financial Statements and except as disclosed in Schedule "D", RewardStream does not have outstanding any bonds, debentures, mortgages, notes or other indebtedness, and RewardStream is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness, except liabilities incurred in the ordinary course of business.
- 3.17 Leases. Except as disclosed in Schedule "F" hereto, RewardStream is not the owner, lessee or under any agreement to own or lease any real property.
- 3.18 Good and Marketable Title. Except as disclosed in Schedule "K" hereto, RewardStream owns, possesses and has good and marketable title to its undertaking, property and assets, and without restricting the generality of the foregoing, all those assets described in the balance sheet included in the RewardStream Financial Statements, free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, adverse claims or demands of any nature whatsoever or howsoever arising.
- 3.19 Insurance. RewardStream has its property insured against loss or damage on a replacement cost basis and such insurance coverage will be continued in full force and effect to and including the Effective Date; to the best of the knowledge of RewardStream, RewardStream is not in default with respect to any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim under any such insurance policy in due and timely fashion.
- 3.20 Material Agreements. Except as disclosed to Musgrove, RewardStream does not have any outstanding material agreements, contracts or commitments, whether written or oral, of any nature or kind whatsoever, including, but not limited to, employment agreements (collectively, "Material Agreements").
- 3.21 Actions, Suits or Proceedings. To the knowledge of RewardStream, there are no actions, suits or proceedings (whether or not purportedly on behalf of RewardStream), pending or threatened against or affecting RewardStream or affecting the Business, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and RewardStream is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.
- 3.22 Default or Breach. RewardStream is not in material default or breach of any Material Agreements and there are no facts, which, after notice or lapse of time or both, that would constitute such a default or breach, and to the knowledge of RewardStream all such Material Agreements are now in good standing and RewardStream is entitled to all benefits thereunder.
- 3.23 Intellectual Property. RewardStream has the right to use all of the Intellectual Property used in relation to its business.
- 3.24 Infringements. To the best of the knowledge of RewardStream, the conduct of the Business does not infringe upon valid registered Canadian and United States third party intellectual property rights.
- 3.25 Compliance. To the best of the knowledge of RewardStream, RewardStream is conducting and will conduct the Business in compliance with all applicable laws, rules and regulations of each jurisdiction in which the Business is carried on, RewardStream is not in material breach of any such laws, rules or regulations and is, or will be on the Effective Date, fully licensed, registered or

- qualified in each jurisdiction in which RewardStream owns or leases property or carries on or proposes to carry on the Business to enable the Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are or will be on the Effective Date valid and subsisting and none of the same contains or will on the Effective Date contain any provision, condition or limitation which has or may on the Effective Date have a materially adverse effect on the operation of the Business.
- 3.26 Facilities and Equipment. All facilities and equipment owned or used by RewardStream in connection with the Business are in good operating condition and are in a state of good repair and maintenance.
- 3.27 Salaries, Loans and Indebtedness. Except as disclosed in Schedules “D” or “K” or in the RewardStream Financial Statements and except for salaries incurred in the ordinary course of business since the date thereof, RewardStream has no loans or indebtedness outstanding which have been made to or from directors, former directors, officers, shareholders and employees of RewardStream or to any person or corporate body not dealing at arm's length with any of the foregoing, and RewardStream will not, prior to closing, except as permitted by the terms of any agreement relating to such indebtedness as disclosed in Schedule “D”, pay any such indebtedness unless in accordance with budgets agreed in writing by Musgrove.
- 3.28 Full Disclosure. RewardStream has made full disclosure to Musgrove of all material aspects of the Business and has made all of its books and records available to the representatives of Musgrove in order to assist Musgrove in the performance of its due diligence searches and no material facts in relation to the Business have been concealed by RewardStream.
- 3.29 Material Liabilities. There are no material liabilities of RewardStream of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which RewardStream or Musgrove may become liable on or after the consummation of the transaction contemplated by this Agreement, other than (a) liabilities which may be reflected on the RewardStream Financial Statements, (b) liabilities disclosed or referred to in this Agreement or in the Schedules attached hereto, or (c) liabilities incurred in the ordinary course of business and attributable to the period since the date of the RewardStream Financial Statements and, other than as disclosed in Schedule “D”, none of which has been materially adverse to the nature of the Business, results of operations, assets, financial condition or manner of conducting the Business.
- 3.30 Constating Documents. The Notice of Articles and Articles of RewardStream in effect with the appropriate corporate authorities as at the date of this Agreement will remain in full force and effect without any changes thereto as at the Effective Date.
- 3.31 No Breach or Default. None of the execution and delivery of this Agreement, the performance of RewardStream’s obligations under this Agreement, or the completion of the transactions contemplated by this Agreement: (i) result in or constitute a breach of any term or provision of, or constitute a default under, the Articles of RewardStream, or any agreement or other commitment to which RewardStream is a party or by which RewardStream is bound; (ii) constitute an event which would permit any part to any material contract with RewardStream to terminate that agreement, or to accelerate the maturity of any indebtedness of RewardStream or other obligations of RewardStream; or (iii) result in the creation or imposition of any encumbrance on the RewardStream Shares.
- 3.32 No Other Authorizations. Except as contemplated by this Agreement, no authorization, approval, order, consent of, or filing with any governmental authority is required on the part of RewardStream in connection with the execution, delivery and performance of this Agreement or other documents and agreements to be delivered under this Agreement.

- 3.33 No Waivers or Consents. Except as set forth in Schedule "G" hereto, there is no requirement to obtain any consent, approval or waiver of a party under a Material Agreement to which RewardStream is a party in order to complete the transactions contemplated by this Agreement.
- 3.34 Trading in Securities. No order ceasing or suspending trading in any securities of RewardStream, prohibiting the sale of securities of RewardStream or the trading of any of RewardStream issued securities has been issued and, to the best of RewardStream's knowledge, no proceedings for such purpose are pending or threatened.
- 3.35 Reporting Status. RewardStream is not a "reporting issuer" in any jurisdiction.
- 3.36 No Untrue Fact or Omission. No representation or warranty by RewardStream in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Musgrove pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.
- 3.37 Tax Returns. RewardStream has filed all tax returns, and has withheld or collected and remitted all amounts to be withheld or collected and remitted with respect to any taxes, as required under applicable tax laws for the period up to the Effective Date. There are no actions, suits or proceedings, in progress, pending, or, to the knowledge of RewardStream, threatened against RewardStream in connection with any taxes.

4. REPRESENTATIONS AND WARRANTIES OF MUSGROVE

Musgrove represents and warrants to RewardStream and acknowledges that RewardStream is relying upon such representations and warranties in connection with the execution, delivery and performance of this Agreement, notwithstanding any investigation made by or on behalf of RewardStream, as follows:

- 4.1 Organization. Musgrove has been duly incorporated and organized, is a validly existing company and is in good standing under the laws of British Columbia; it has the corporate power to own or lease its property and to carry on its business; and it has all necessary licenses, permits, authorizations and consents to operate its business in accordance with the terms of its business plan.
- 4.2 Authority. Subject to obtaining approval of its Company Resolution, Musgrove has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly authorized by all necessary corporate action on the part of Musgrove.
- 4.3 Capitalization. Musgrove is authorized to issue an unlimited number of common shares, without par value. As of the date of this Agreement, Musgrove has 14,075,365 Common Shares. All of the issued and outstanding Common shares of Musgrove have been duly authorized, are validly issued, are fully paid and non-assessable, were not issued in violation of any pre-emptive rights and were issued in full compliance with applicable securities laws. Immediately prior to the Effective Time, except for shares issued on exercise of Musgrove Warrants or Shares and Warrants issued in connection with the financings referred to in Paragraph 5.1(f), (a) the number of Musgrove Shares will be 14,075,365 Common shares, (b) there will be no outstanding options to purchase any Common shares of Musgrove and (c) the number of Musgrove Warrants will be as set out in Schedule "H" to this Agreement.
- 4.4 Agreement or Option. Except as set out in Schedule "H" to this Agreement, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual)

capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Musgrove or of any other securities of Musgrove.

- 4.5 Additional Shares or Ownership. Except on exercise of Musgrove Warrants in Schedule "H" or for the issuance of Shares and Warrants in connection with the financings referred to in Paragraph 5.1(f), Musgrove will not, without the prior written consent of RewardStream, issue any additional shares or ownership interest in Musgrove from and after the date hereof to the Effective Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of Musgrove that will not be exercised in full prior to the Effective Time.
- 4.6 Trading in Securities. The common shares of Musgrove are listed on the Exchange and trade under the symbol "MGS". Other than as disclosed to RewardStream, no order ceasing or suspending trading in any securities of Musgrove prohibiting the sale of securities of Musgrove or the trading of any of Musgrove's issued securities has been issued and remains in effect and, to the best of Musgrove's knowledge, no proceedings for such purpose are pending or threatened.
- 4.7 Reporting Status. Musgrove is a "reporting issuer" in British Columbia and Alberta. Musgrove is not a "reporting issuer" in any other jurisdiction. The Subsidiary (defined below) is not a "reporting issuer" in any jurisdiction.
- 4.8 Public Disclosure Record. Musgrove has timely filed with applicable securities regulatory authorities all documents required to have been filed pursuant to applicable securities laws. As of their respective dates, Musgrove's Public Disclosure Records have complied in all material respects with the requirements of applicable securities laws, and none of Musgrove's Public Disclosure Record contains any untrue statement of material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
- 4.9 Agreement or Option. Except as set out in Schedule "H" to this Agreement, no person, firm or corporation has any agreement or option, including convertible securities, warrants or convertible obligations of any nature, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any of the unissued shares in the capital of Musgrove or of any securities of Musgrove.
- 4.10 Additional Shares or Ownership. Except for the issuance of shares in connection with the private placement referred to in paragraph 5.2 or on exercise of outstanding warrants set out in Schedule "H" to this Agreement, Musgrove will not, without the prior written consent of RewardStream, issue any additional shares or ownership interest in Musgrove from and after the date hereof to the Effective Date or create any options, warrants or rights for any person to subscribe for or acquire any unissued shares in the capital of Musgrove.
- 4.11 Subsidiaries. Other than Minerales Jazz S.A. de C.V. (the "Subsidiary"), Musgrove does not have any subsidiaries or agreements of any nature to acquire any subsidiary or to acquire or lease any other business operations and will not prior to the Effective Date acquire, or agree to acquire, any subsidiary or business without the prior written consent of RewardStream. Musgrove will dispose of all of its shares in the Subsidiary prior to the Effective Date in accordance with the Subsidiary Disposition (defined below).
- 4.12 Books and Records. The books and records of Musgrove fairly and correctly set out and disclose in all material respects, in accordance with generally accepted accounting principles, the financial position of Musgrove as at the date hereof, and all material financial transactions of Musgrove relating to its business have been accurately recorded in such books and records.
- 4.13 Public Disclosure Record. The Musgrove Public Disclosure Record present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of

Musgrove as at the date thereof and there will not be, prior to the Effective Date, any material increase in such liabilities other than increases arising as a result of carrying on its business in the ordinary and normal course.

- 4.14 Non-Violation. The entering into of this Agreement and the consummation of the transactions contemplated hereby will not result in the violation of any of the terms and provisions of the constating documents of Musgrove or of any indenture, instrument or agreement, written or oral, to which Musgrove may be a party.
- 4.15 Non-Violation of Law. The entering into of this Agreement and the consummation of the transactions contemplated hereby will not, to the best of the knowledge of Musgrove, result in the violation of any law or regulation of Canada or of any states in which its business is or at the Effective Date will be carried on or of any municipal bylaw or ordinance to which Musgrove or its business may be subject.
- 4.16 Authorized, Executed and Delivered. This Agreement has been duly authorized, validly executed and delivered by Musgrove.
- 4.17 Ordinary Course. Musgrove's business has been carried on in the ordinary and normal course by Musgrove since the date of the Musgrove Financial Statements and will be carried on by Musgrove in the ordinary and normal course after the date hereof and up to the Effective Date.
- 4.18 Capital Expenditures. No capital expenditures in excess of \$10,000 have been made or authorized by Musgrove since the date of the Musgrove Financial Statements and no capital expenditures in excess of \$10,000 will be made or authorized by Musgrove after the date hereof and up to the Effective Date without the prior written consent of RewardStream.
- 4.19 Bonds, Debentures and Mortgages. Except as disclosed in Schedule "I", Musgrove does not have outstanding any bonds, debentures, mortgages, notes or other indebtedness, and Musgrove is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness, except liabilities incurred in the ordinary course of business. Musgrove has not given, and is not liable to provide under applicable law, any guarantee of or other assurance for the payment or performance of any indebtedness or other obligation or commitment of the Subsidiary.
- 4.20 Leases. Except as disclosed in the Musgrove Public Disclosure Record, Musgrove is not the owner, lessee or under any agreement to own or lease any real property.
- 4.21 Good and Marketable Title. Except as disclosed in Schedule "I", Musgrove owns, possesses and has good and marketable title to its undertaking, property and assets, and without restricting the generality of the foregoing, all those assets described in the balance sheet included in the Musgrove Financial Statements, free and clear of any and all mortgages, liens, pledges, charges, security interests, encumbrances, actions, claims or demands of any nature whatsoever or howsoever arising.
- 4.22 Material Agreements. Except as disclosed in the Musgrove Public Disclosure Record or as disclosed to RewardStream prior to the date of this Agreement, Musgrove does not have any outstanding material agreements, contracts or commitments, whether written or oral, of any nature or kind whatsoever, including, but not limited to, employment agreements.
- 4.23 Actions, Suits or Proceedings. There are no actions, suits or proceedings (whether or not purportedly on behalf of Musgrove), pending or threatened against or affecting Musgrove or affecting its business, at law or in equity, or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign and Musgrove is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.

- 4.24 Default or Breach. Musgrove is not in material default or breach of any contracts, agreements, written or oral, indentures or other instruments to which it is a party and there are no facts, which, after notice or lapse of time or both, that would constitute such a default or breach, and to the knowledge of Musgrove all such contracts, agreements, indentures or other instruments are now in good standing and Musgrove is entitled to all benefits thereunder.
- 4.25 Compliance. To the best of the knowledge of Musgrove, Musgrove is conducting and will conduct its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which its business is or will be carried on, Musgrove is not in material breach of any such laws, rules or regulations and is, or will be on the Effective Date, fully licensed, registered or qualified in each jurisdiction in which Musgrove owns or leases property or carries on or proposes to carry on its business to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licenses, registrations and qualifications are or will be on the Effective Date valid and subsisting and in good standing and that none of the same contains or will contain any provision, condition or limitation which has or may have a materially adverse effect on the operation of its business.
- 4.26 Facilities and Equipment. All facilities and equipment owned or used by Musgrove in connection with its business are in good operating condition and are in a state of good repair and maintenance.
- 4.27 Salaries, Loans and Indebtedness. Except as disclosed in the Musgrove Financial Statements and salaries incurred in the ordinary course of business since the date thereof, Musgrove has no loans or indebtedness outstanding which have been made to or from the Subsidiary or to or from any directors, former directors, officers, shareholders and employees of Musgrove or the Subsidiary or to any person or corporate body not dealing at arm's length with any of the foregoing.
- 4.28 Full Disclosure. Musgrove has made full disclosure to RewardStream of all aspects of its business and has made all of its books and records available to the representatives of RewardStream in order to assist RewardStream in the performance of its due diligence searches and no material facts in relation to its business have been concealed by Musgrove.
- 4.29 Material Liabilities. Except as disclosed in Schedule "I" hereto, there are no material liabilities of Musgrove of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Musgrove or RewardStream or Amalco may become liable on or after the consummation of the transaction contemplated by this Agreement, other than liabilities which are reflected on the Musgrove Financial Statements, liabilities disclosed or referred to in this Agreement or in the Schedules attached hereto, or liabilities incurred in the ordinary course of business and attributable to the period since the date of the Musgrove Financial Statements, none of which has been materially adverse to the nature of its business, results of operations, assets, financial condition or manner of conducting its business.
- 4.30 Constating Documents. The Notice of Articles and Articles of Musgrove in effect with the appropriate corporate authorities as at the date of this Agreement will remain in full force and effect without any changes thereto as at the Effective Date.
- 4.31 No Breach or Default. None of the execution and delivery of this Agreement, the performance of Musgrove obligations under this Agreement, or the completion of the transactions contemplated by this Agreement: (i) result in or constitute a breach of any term or provision of, or constitute a default under, the Notice of Articles or Articles of Musgrove, or any agreement or other commitment to which Musgrove is a party or by which Musgrove is bound; (ii) constitute an event which would permit any part to any material contract with Musgrove to terminate that agreement, or to accelerate the maturity of any indebtedness of Musgrove, or other obligations of Musgrove; or (iii) result in the creation or imposition of any encumbrance on Musgrove Shares.

- 4.32 No Other Authorizations. Except for approval from the Exchange and any applicable securities regulatory authorities and except as contemplated by this Agreement, no authorization, approval, order, consent of, or filing with any governmental authority is required on the part of Musgrove in connection with the execution, delivery and performance of this Agreement or other documents and agreements to be delivered under this Agreement.
- 4.33 No Waiver or Consents. There is no requirement to obtain any consent, approval or waiver of a party under a material contract to which Musgrove is a party in order to complete the transactions contemplated by this Agreement.
- 4.34 Liabilities. Except as set out in Schedule "I", Musgrove has no liabilities or obligations either direct or indirect, matured or unmatured, absolute, contingent or otherwise, which:
- (a) are not set forth in its financial statements or have not heretofore been paid or discharged;
 - (b) Did not arise in the regular and ordinary course of business under any agreement, contract, commitment, lease or plan specifically disclosed; or
 - (c) have not been incurred in amounts and pursuant to practices consistent with past business practice, in or as a result of the regular and ordinary course of its business since the date of the last financial statements.
- For purposes of this Agreement, the term "liabilities" includes, any direct or indirect indebtedness, guaranty, endorsement, claim, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted choate or inchoate, liquidated or unliquidated, secured or unsecured.
- 4.35 Tax Returns. Musgrove has filed all tax returns, and has withheld or collected and remitted all amounts to be withheld or collected and remitted with respect to any taxes, as required under applicable tax laws. There are no actions, suits or proceedings, in progress, pending, or, to the knowledge of Musgrove, threatened against Musgrove in connection with any taxes.
- 4.36 Assets. Except as set forth in Schedule "I", Musgrove owns, possesses and has good marketable title to all of its undertaking, property and assets including all the undertaking, property and assets disclosed in the Musgrove Public Disclosure Record, free and clear of all encumbrances. The undertaking, property and assets of Musgrove comprise all of the undertaking, assets and property necessary for each to carry on its business as it is currently operated.
- 4.37 Real Property. Musgrove does not own any real property, and leases the real property set out in the Musgrove Public Disclosure Record. As of the date of this Agreement, the Leases are in full force and effect, unamended, and none of them are under any threat of termination.
- 4.38 Intellectual Property. Musgrove owns the intellectual property set out in the Information Circular and the Musgrove Public Disclosure Record, and all such intellectual property is free and clear of any encumbrances. The use by Musgrove of any intellectual property owned by third parties is, to the best of Musgrove's knowledge, valid, and to the best of Musgrove's knowledge, Musgrove is not in default or breach of any license agreement relating to such intellectual property. To the best of Musgrove's knowledge, the conduct of Musgrove's business does not infringe upon valid registered Canadian and United States third party intellectual property rights.
- 4.39 No Default or Breach. Musgrove is not in default or breach of any material contract, and to the knowledge of Musgrove, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach. To the knowledge of Musgrove no counterparty to any material contract is in default of any of its obligations under any material contract, Musgrove is entitled to all benefits under each material contract, and Musgrove has not received a notice of termination of any material contract.

- 4.40 Environmental Regulations. Musgrove has complied with and is in compliance, in all material respects, with all applicable laws, including environmental laws, and has all material licenses, permits, orders or approvals of, and has made all required registrations with, any governmental or regulatory body that are material to conduct of its business.
- 4.41 Employment Contracts. Except as set forth in the Musgrove Public Disclosure Record, Musgrove has not entered into any written employment agreements, contracts of engagement or services agreements.
- 4.42 Litigation. There are no actions, suits, grievances or proceedings, whether judicial, arbitral or administrative, and whether or not purportedly on behalf of Musgrove, pending, commenced, or, to the best of Musgrove's knowledge, threatened, which might reasonably be expected to have a material adverse effect. To the best of Musgrove's knowledge, there is no outstanding judgment, decree, order, ruling or injunction involving Musgrove or relating in any way to the transactions contemplated by this Agreement.
- 4.43 No Untrue Fact or Omission. No representation or warranty by Musgrove in this Agreement nor any certificate, schedule, statement, document or instrument furnished or to be furnished to Musgrove pursuant hereto contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated herein or therein or necessary to make any statement herein or therein not materially misleading.
- 4.44 Property Disposition. Following completion of the Property Disposition, Amalco will have no further interest of any kind in the Property and will have no further obligation or liability with respect to the Property.

5. CLOSING CONDITIONS

- 5.1 Conditions Precedent to Closing by RewardStream. The obligation of RewardStream to consummate the Amalgamation is subject to the satisfaction of the conditions set forth below, unless such condition is waived by RewardStream on or before the Effective Date. The closing of the Amalgamation will be deemed to mean a waiver of all conditions to closing. These conditions precedent are for the benefit of RewardStream may be waived by RewardStream in its discretion.
- (a) The representations and warranties of Musgrove set forth in this Agreement will be true, correct and complete in all respects as of the Effective Date, as though made on and as of the Effective Date and Musgrove will have delivered to RewardStream a certificate dated as of the Effective Date, to the effect that the representations and warranties made by Musgrove in this Agreement are true and correct in all material respects.
 - (b) Musgrove entering into any necessary transaction documents which shall not be inconsistent with the terms and conditions set forth herein.
 - (c) Musgrove obtaining the approval of its Company Resolution and RewardStream shall have obtained the approval of its Company Resolution.
 - (d) Acceptance by the Exchange (the "Exchange Acceptance") of any and all filings required to be made with the Exchange in respect of the transaction.
 - (e) Musgrove shall provide to RewardStream such legal opinions with respect to Musgrove in relation to the transaction, this Agreement and the transaction documents satisfactory to RewardStream and its counsel, acting reasonably.
 - (f) Musgrove completing a private placement (the "Private Placement") consisting of the issuance of between 12,000,000 and 16,000,000 units at the price of \$0.125 per unit to raise a total of not less than \$1,500,000. All proceeds from the Private Placement will be cash proceeds received from the subscription for units and not from the exercise of any

outstanding warrant, option or other security previously issued by Musgrove. Each unit will consist of one share and one-half of one share purchase warrant. The warrants shall be exercisable at a pre-Amalgamation price of \$0.25 per share to purchase an additional share for a period of two years (subject to accelerated expiry in the event that the shares are trading at a price equal to the volume weighted average price of \$0.375 for 10 consecutive trading days). Musgrove will pay commissions or finders' fees of 8% of the gross proceeds of the Private Placement.

- (g) Subject to Exchange approval, Musgrove shall have advanced to RewardStream by way of secured loan not less than \$100,000 as follows (the "Musgrove Advances"):
 - (i) \$100,000 (the "Initial Advance") on or before April 25, 2016 (which secured loan has been advanced as of the date of this Agreement); and
 - (ii) such additional amounts as may be reasonably requested by RewardStream to maintain its business operations, provided that Musgrove's obligation to make such further advances under this paragraph is subject to (A) the shareholders of RewardStream having approved its Company Resolution or Musgrove being satisfied with RewardStream having received sufficient proxy votes indicating approval of its Company Resolution, and (B) RewardStream having delivered to Musgrove subscriptions for not less than \$108,000 of the Private Placement funds.

The Musgrove Advances will be made in the form of secured loans on terms agreeable to both RewardStream and Musgrove, which terms will not be more onerous to RewardStream than the terms of the Initial Advance.

- (h) No material breach of the covenants of Musgrove contained herein or of Musgrove in any other transaction documents.
- (i) No material adverse change shall have occurred in the business, results of operations, assets, financial condition or affairs of Musgrove between the date of this Agreement and the Effective Date.
- (j) Musgrove's directors and officers agreeing to cancel any outstanding director or officer options.
- (k) Musgrove shall have paid all outstanding fees and other amounts owing to the directors and officers of Musgrove, as set forth in the Musgrove Financial Statements.
- (l) To the extent that any of the Musgrove Warrants listed on Schedule "H" have been exercised, the funds from such exercise shall still be held by Musgrove for the sole use of Amalco unless otherwise agreed by RewardStream in writing.

5.2 Conditions Precedent to Closing by Musgrove. The obligations of Musgrove to consummate the Amalgamation is subject to the satisfaction of the conditions set forth below, unless any such condition is waived by Musgrove on or before the Effective Date. The closing of the Amalgamation contemplated by this Agreement will be deemed to mean a waiver of all conditions to closing. These conditions of closing are for the benefit of Musgrove and may be waived by Musgrove in their discretion.

- (a) The representations and warranties of RewardStream set forth in this Agreement will be true, correct and complete in all respects as of the Effective Date, as though made on and as of the Effective Date and RewardStream will have delivered to Musgrove a certificate dated as of the Effective Date, to the effect that the representations and warranties made by RewardStream in this Agreement are true and correct in all material respects.

- (b) RewardStream entering into any necessary transaction documents which shall not be inconsistent with the terms and conditions set forth herein.
- (c) No material breach of the covenants of RewardStream contained herein or of RewardStream in any other transaction documents.
- (d) No material adverse change shall have occurred in the business, results of operations, assets, financial condition or affairs of RewardStream between the date of this Agreement and the Effective Date.
- (e) Acceptance by the Exchange (the "Exchange Acceptance") of any and all filings required to be made with the Exchange in respect of the transaction.
- (f) The directors, officers and greater than 10% shareholders of RewardStream entering into such escrow agreements as may be required by the Exchange and the remaining shareholders of RewardStream entering into a voluntary pooling agreement in the form attached as Schedule "J" hereto.
- (g) There being no dissents by RewardStream Shareholders that would in the aggregate require the payment of more than \$10,000.
- (h) There being no options to acquire RewardStream Shares outstanding.

5.3 Conditions Precedent to Closing by Both Parties. The obligations of both parties to consummate the Amalgamation is subject to the satisfaction of the conditions set forth below, unless any such condition is waived by both parties on or before the Effective Date. The closing of the Amalgamation contemplated by this Agreement will be deemed to mean a waiver of all conditions to closing.

- (a) Prior to the Effective Time, Musgrove will enter into a binding agreement for the disposition of the Property (the "Property Disposition"), on terms and conditions acceptable to Musgrove and RewardStream and their respective counsel, acting reasonably. Pursuant to the Property Disposition, the acquiror will agree to assume all liabilities relating to the Property. Musgrove will provide RewardStream with copies of all material transaction documents relating to the Property Disposition. Such documents will provide that the Property Disposition will close ten days after the Effective Date.
- (b) Concurrently with the closing of the Property Disposition, the acquiror shall enter into an agreement to indemnify and hold harmless Amalco from any loss, damages or liabilities related to the Property.
- (c) Prior to the Effective Time, Musgrove will complete the disposition of all of its shares and other interest in the Subsidiary (the "Subsidiary Disposition"), on terms and conditions acceptable to Musgrove and RewardStream, acting reasonably. Pursuant to the Subsidiary Disposition, the acquiror will agree to assume all assets and liabilities relating to the Subsidiary and its business, and the shares of the Subsidiary held by Musgrove and transferred to the acquiror. Musgrove will provide RewardStream with copies of all material transaction documents relating to the Subsidiary Disposition.
- (d) Concurrently with the closing of the Subsidiary Disposition, the acquiror shall enter into an agreement to indemnify and hold harmless Amalco from any loss, damages or liabilities related to the Subsidiary and its business, and the shares of the Subsidiary held by Musgrove and transferred to the acquiror.
- (e) If either Amalgamating Company proceeds under sections 277(3)(b) of the BCA, the procedure in section 278 of the BCA with respect to notice to creditors has been complied with and no creditor has applied to court for an order for the Amalgamation to not proceed.

6. FINDER'S FEE

6.1 The parties acknowledge that a finder's fee in an amount of 950,000 post-amalgamation Common Shares and \$35,000 cash shall be payable by Amalco to Northwest Marketing & Management Inc. on closing of the Amalgamation.

7. TERMINATION

7.1 Termination. At any time prior to the Effective Time, this Agreement may be terminated and the Amalgamation abandoned:

- (a) by mutual written consent of the parties;
- (b) by RewardStream, if Musgrove fails to satisfy any condition for the benefit of RewardStream or for the benefit of both parties by the Effective Time, or such earlier time for satisfaction therefor specified in this Agreement;
- (c) by RewardStream, if there has been a breach of any representation, warranty, covenant or agreement of Musgrove set forth in this Agreement and such breach has not been cured within 10 calendar days after written notice thereof to Musgrove (or by the Effective Date if sooner than the end of such 10 day period); provided, however, that no cure period shall be required for a breach which by its nature cannot be cured;
- (d) by Musgrove, if RewardStream fails to satisfy any condition for the benefit of Musgrove or for the benefit of both parties by the Effective Time, or such earlier time for satisfaction therefor specified in this Agreement;
- (e) by Musgrove, if there has been a breach of any representation, warranty, covenant or agreement of RewardStream set forth in this Agreement and such breach has not been cured within 10 calendar days after written notice thereof to RewardStream (or by the Effective Date if sooner than the end of such 10 day period); provided, however, that no cure period shall be required for a breach which by its nature cannot be cured; or
- (f) by either party, if the Effective Date has not occurred by October 31, 2016. The parties will cooperate in good faith and will take all reasonable steps and actions after the date hereof to complete the transactions contemplated by this Agreement in an expeditious manner and prior to October 31, 2016.

7.2 Notice of Termination. If either Musgrove or RewardStream wishes to terminate this Agreement (other than termination by mutual written agreement of Musgrove and RewardStream) pursuant to Section 7.1, it shall give notice of such termination to the other party, specifying in reasonable detail the basis for such party's exercise of its termination right.

7.3 Effect of Termination. If this Agreement is terminated, it shall become void and be of no further force or effect party liability of any party (or any shareholder, director, officer, employee, agent, consultant or representative of such party) to any other party hereto, except that the provisions in Sections 7, 8.6 and 8.10 shall survive any termination of this Agreement. In the event that this Agreement is terminated, no fees, expenses or other payments shall be payable by either party to the other.

8. MISCELLANEOUS PROVISIONS

8.1 Effectiveness of Representations; Survival. Each party is entitled to rely on the representations, warranties and agreements of each of the other parties and all such representation, warranties and agreement will remain in effect, regardless of any investigation that any party has undertaken or failed to undertake, for a period of 12 months following the Effective Time.

- 8.2 Further Assurances. Each of the parties hereto will cooperate with the others and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence, and confirm the intended purposes of this Agreement.
- 8.3 Amendment. This Agreement may not be amended except by an instrument in writing signed by each of the parties.
- 8.4 Expenses. Each party to this Agreement will bear its respective expenses incurred in connection with the preparation, execution, and performance of this Agreement and the Amalgamation contemplated hereby, including all fees and expenses of agents, representatives, counsel, and accountants.
- 8.5 Entire Agreement. This Agreement, the exhibits, schedules attached hereto and the other Amalgamation Documents contain the entire agreement between the parties with respect to the subject matter hereof and supersede all prior arrangements and understandings, both written and oral, expressed or implied, with respect thereto. Any preceding correspondence or offers are expressly superseded and terminated by this Agreement.
- 8.6 Notices. All notices and other communications required or permitted under to this Agreement must be in writing and will be deemed given if sent by personal delivery, faxed with electronic confirmation of delivery, or sent by express courier or registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as will be specified by like notice):

RewardStream:

REWARDSTREAM SOLUTIONS INC.
Attention: Chief Executive Officer
250 – 2985 Virtual Way
Vancouver, BC V5M 4X7
E-mail: Rob.Goehring@rewardstream.com

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

Whiteboard Law Corporation
Attention: Brock Smith
#2 - 683 Dease Road
Kelowna, BC V1X 4A4
Fax: (888) 982-6273
Email: bsmith@whiteboardlaw.com

Musgrove:

MUSGROVE MINERALS CORP.
Attention: Rana Vig, President & CEO
Suite 102, 15910 Fraser Highway
Surrey, BC V4N 0X9

E-mail: rana@musgroveminerals.com

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

Forooghian & Company Law Corporation
Attention: Farzad Forooghian
Suite 300, 1168 Hamilton Street
Vancouver, BC V6B 2S2
Fax: (604) 260-4889

E-mail: farzad@forooghianlaw.com

All such notices and other communications will be deemed to have been received (a) in the case of personal delivery, on the date of such delivery, (b) in the case of a fax, when the party sending such fax has received electronic confirmation of its delivery, (c) in the case of delivery by express courier, on the business day following dispatch and (d) in the case of mailing, on the fifth business day following mailing.

- 8.7 Headings. The headings contained in this Agreement are for convenience purposes only and will not affect in any way the meaning or interpretation of this Agreement.
- 8.8 Benefits. This Agreement is and will only be construed as for the benefit of or enforceable by those persons party to this Agreement.
- 8.9 Assignment. This Agreement may not be assigned (except by operation of law) by either party without the consent of the other party.
- 8.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia applicable to contracts made and to be performed therein.
- 8.11 Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against either party.
- 8.12 Counterparts. This Agreement may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Either party may deliver an executed counterpart of this Agreement by any electronic means capable of producing a printed copy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth on page one.

REWARDSTREAM SOLUTIONS INC.

Per: "Rob Goehring"
Authorized Signatory

MUSGROVE MINERALS CORP.

Per: "Rana Vig"
Authorized Signatory

SCHEDULE "A"
AMALGAMATION APPLICATION
Section 1.1(f)

[Attached]

Telephone: 1 877 526-1526
www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA):
Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?

(Check all applicable boxes.)

- BC company
 BC unlimited liability company

B NAME OF COMPANY – *Choose **one** of the following:*

The name _____ is the name reserved for the amalgamated company. The name reservation number is: _____,

OR

The company is to be amalgamated with a name created by adding “B.C. Ltd.” after the incorporation number,

OR

The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is:

RewardStream Solutions Inc.

The incorporation number of that company is: C1052935

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT – *Please indicate the statement applicable to this amalgamation.*

With Court Approval:
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

Without Court Approval:
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company’s records office.

D AMALGAMATION EFFECTIVE DATE – Choose **one** of the following:

The amalgamation is to take effect at the time that this application is filed with the registrar.

YYYY / MM / DD

The amalgamation is to take effect at 12:01a.m. Pacific Time on _____
being a date that is not more than ten days after the date of the filing of this application.

YYYY / MM / DD

The amalgamation is to take effect at _____ a.m. or p.m. Pacific Time on _____
being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. RewardStream Solutions Inc.	C1052935	
2. Musgrove Minerals Corp.	BC0604327	
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. ROBERT GOEHRING	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. RANA VIG	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

RewardStream Solutions Inc.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME
GOEHRING	ROBERT	

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
250 – 2985 Virtual Way, Vancouver	BC	CA	V5M 4X7

MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
250 – 2985 Virtual Way, Vancouver	BC	CA	V5M 4X7

LAST NAME	FIRST NAME	MIDDLE NAME
TURFUS	RALPH	

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
250 – 2985 Virtual Way, Vancouver	BC	CA	V5M 4X7

MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
250 – 2985 Virtual Way, Vancouver	BC	CA	V5M 4X7

LAST NAME	FIRST NAME	MIDDLE NAME
VIG	RANA	

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Suite 102, 15910 Fraser Highway, Surrey	BC	CA	V4N 0X9

MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Suite 102, 15910 Fraser Highway, Surrey	BC	CA	V4N 0X9

LAST NAME	FIRST NAME	MIDDLE NAME
BERNHOLTZ	MARTIN	

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Unit 3, 26 Lesmill Road, Toronto	ON	CA	M3B 2T5

MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Unit 3, 26 Lesmill Road, Toronto	ON	CA	M3B 2T5

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

Suite 300, 1168 Hamilton Street, Vancouver

PROVINCE

BC

POSTAL CODE

V6B 2S2

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

Suite 300, 1168 Hamilton Street, Vancouver

PROVINCE

BC

POSTAL CODE

V6B 2S2

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

Suite 300, 1168 Hamilton Street, Vancouver

PROVINCE

BC

POSTAL CODE

V6B 2S2

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

Suite 300, 1168 Hamilton Street, Vancouver

PROVINCE

BC

POSTAL CODE

V6B 2S2

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✓)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✓)	WITH A PAR VALUE OF (\$)	Type of currency	YES (✓)	NO (✓)
Common	✓		✓				✓

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME		
BREWSTER	NORMAN			
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE	
Suite 200, 65 Front Street East, Toronto	ON	CA	M5E 1B5	
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE	
Suite 200, 65 Front Street East, Toronto	ON	CA	M5E 1B5	

SCHEDULE "B"
ARTICLES OF AMALCO
Section 2.5

[Attached]

REWARDSTREAM SOLUTIONS INC.
(the “Company”)

The Company has as its articles the following articles.

ARTICLES

1.	INTERPRETATION	6
1.1	Definitions.....	6
1.2	<i>Business Corporations Act and Interpretation Act</i> Definitions Applicable	6
2.	SHARES AND SHARE CERTIFICATES	6
2.1	Authorized Share Structure	6
2.2	Form of Share Certificate.....	6
2.3	Shareholder Entitled to Certificate or Acknowledgment	7
2.4	Delivery by Mail	7
2.5	Replacement of Worn Out or Defaced Certificate or Acknowledgement	7
2.6	Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment.....	7
2.7	Splitting Share Certificates	7
2.8	Certificate Fee	8
2.9	Recognition of Trusts.....	8
3.	ISSUE OF SHARES.....	8
3.1	Directors Authorized.....	8
3.2	Commissions and Discounts	8
3.3	Brokerage	8
3.4	Conditions of Issue.....	8
3.5	Share Purchase Warrants and Rights	9
4.	SHARE REGISTERS.....	9
4.1	Central Securities Register.....	9
4.2	Closing Register	9
5.	SHARE TRANSFERS	9
5.1	Registering Transfers	9
5.2	Form of Instrument of Transfer.....	10
5.3	Transferor Remains Shareholder.....	10
5.4	Signing of Instrument of Transfer.....	10
5.5	Enquiry as to Title Not Required	10
5.6	Transfer Fee	10
6.	TRANSMISSION OF SHARES	10
6.1	Legal Personal Representative Recognized on Death.....	10
6.2	Rights of Legal Personal Representative	11
7.	PURCHASE OF SHARES.....	11
7.1	Company Authorized to Purchase Shares	11
7.2	Purchase When Insolvent.....	11
7.3	Sale and Voting of Purchased Shares.....	11

8.	BORROWING POWERS	11
9.	ALTERATIONS.....	12
9.1	Alteration of Authorized Share Structure	12
9.2	Special Rights and Restrictions.....	12
9.3	Change of Name.....	13
9.4	Other Alterations.....	13
10.	MEETINGS OF SHAREHOLDERS	13
10.1	Annual General Meetings	13
10.2	Resolution Instead of Annual General Meeting.....	13
10.3	Calling of Meetings of Shareholders.....	13
10.4	Notice for Meetings of Shareholders	13
10.5	Record Date for Notice	14
10.6	Record Date for Voting.....	14
10.7	Failure to Give Notice and Waiver of Notice	14
10.8	Notice of Special Business at Meetings of Shareholders.....	14
10.9	Location of Annual General Meeting	15
11.	PROCEEDINGS AT MEETINGS OF SHAREHOLDERS	15
11.1	Special Business.....	15
11.2	Special Majority.....	15
11.3	Quorum	15
11.4	One Shareholder May Constitute Quorum.....	16
11.5	Other Persons May Attend.....	16
11.6	Requirement of Quorum	16
11.7	Lack of Quorum	16
11.8	Lack of Quorum at Succeeding Meeting	16
11.9	Chair.....	16
11.10	Selection of Alternate Chair.....	17
11.11	Adjournments.....	17
11.12	Notice of Adjourned Meeting	17
11.13	Decisions by Show of Hands or Poll.....	17
11.14	Declaration of Result.....	17
11.15	Motion Need Not be Seconded	18
11.16	Casting Vote.....	18
11.17	Manner of Taking Poll	18
11.18	Demand for Poll on Adjournment.....	18
11.19	Chair Must Resolve Dispute	18
11.20	Casting of Votes.....	18
11.21	Demand for Poll.....	18
11.22	Demand for Poll Not to Prevent Continuance of Meeting.....	19
11.23	Retention of Ballots and Proxies.....	19
12.	VOTES OF SHAREHOLDERS.....	19
12.1	Number of Votes by Shareholder or by Shares.....	19
12.2	Votes of Persons in Representative Capacity.....	19
12.3	Votes by Joint Holders.....	19

12.4	Legal Personal Representatives as Joint Shareholders	20
12.5	Representative of a Corporate Shareholder.....	20
12.6	Proxy Provisions Do Not Apply to All Companies	20
12.7	Appointment of Proxy Holders	21
12.8	Alternate Proxy Holders.....	21
12.9	Deposit of Proxy	21
12.10	Validity of Proxy Vote.....	21
12.11	Form of Proxy	21
12.12	Revocation of Proxy.....	22
12.13	Revocation of Proxy Must Be Signed.....	22
12.14	Production of Evidence of Authority to Vote	22
13.	DIRECTORS.....	23
13.1	First Directors; Number of Directors	23
13.2	Change in Number of Directors	23
13.3	Directors' Acts Valid Despite Vacancy	23
13.4	Qualifications of Directors.....	23
13.5	Remuneration of Directors.....	24
13.6	Reimbursement of Expenses of Directors.....	24
13.7	Special Remuneration for Directors.....	24
13.8	Gratuity, Pension or Allowance on Retirement of Director.....	24
14.	ELECTION AND REMOVAL OF DIRECTORS.....	24
14.1	Election at Annual General Meeting.....	24
14.2	Consent to be a Director.....	24
14.3	Failure to Elect or Appoint Directors.....	25
14.4	Places of Retiring Directors Not Filled.....	25
14.5	Directors May Fill Casual Vacancies.....	25
14.6	Remaining Directors Power to Act	25
14.7	Shareholders May Fill Vacancies	26
14.8	Additional Directors.....	26
14.9	Ceasing to be a Director.....	26
14.10	Removal of Director by Shareholders.....	26
14.11	Removal of Director by Directors.....	27
15.	ALTERNATE DIRECTORS	27
15.1	Appointment of Alternate Director	27
15.2	Notice of Meetings.....	27
15.3	Alternate for More Than One Director Attending Meetings	27
15.4	Consent Resolutions.....	28
15.5	Alternate Director Not an Agent.....	28
15.6	Revocation of Appointment of Alternate Director.....	28
15.7	Ceasing to be an Alternate Director	28
15.8	Remuneration and Expenses of Alternate Director.....	28
16.	POWERS AND DUTIES OF DIRECTORS.....	28
16.1	Powers of Management.....	28
16.2	Appointment of Attorney of Company	28

16.3	Remuneration of the auditor.....	29
17.	DISCLOSURE OF INTEREST OF DIRECTORS	29
17.1	Obligation to Account for Profits.....	29
17.2	Restrictions on Voting by Reason of Interest	29
17.3	Interested Director Counted in Quorum.....	29
17.4	Disclosure of Conflict of Interest or Property.....	29
17.5	Director Holding Other Office in the Company	30
17.6	No Disqualification	30
17.7	Professional Services by Director or Officer	30
17.8	Director or Officer in Other Corporations	30
18.	PROCEEDINGS OF DIRECTORS	30
18.1	Meetings of Directors.....	30
18.2	Voting at Meetings.....	30
18.3	Chair of Meetings.....	30
18.4	Meetings by Telephone or Other Communications Medium.....	31
18.5	Calling of Meetings.....	31
18.6	Notice of Meetings.....	31
18.7	When Notice Not Required.....	31
18.8	Meeting Valid Despite Failure to Give Notice	32
18.9	Waiver of Notice of Meetings.....	32
18.10	Quorum	32
18.11	Validity of Acts Where Appointment Defective.....	32
18.12	Consent Resolutions in Writing	32
19.	EXECUTIVE AND OTHER COMMITTEES.....	33
19.1	Appointment and Powers of Executive Committee.....	33
19.2	Appointment and Powers of Other Committees	33
19.3	Obligations of Committees	33
19.4	Powers of Board.....	34
19.5	Committee Meetings	34
20.	OFFICERS	34
20.1	Directors May Appoint Officers	34
20.2	Functions, Duties and Powers of Officers	34
20.3	Qualifications	35
20.4	Remuneration and Terms of Appointment.....	35
21.	INDEMNIFICATION	35
21.1	Definitions.....	35
21.2	Mandatory Indemnification of Directors and Former Directors.....	35
21.3	Indemnification of Other Persons	36
21.4	Non-Compliance with Business Corporations Act	36
21.5	Company May Purchase Insurance.....	36
22.	DIVIDENDS	36
22.1	Payment of Dividends Subject to Special Rights.....	36

22.2	Declaration of Dividends	36
22.3	No Notice Required.....	37
22.4	Record Date.....	37
22.5	Manner of Paying Dividend.....	37
22.6	Settlement of Difficulties	37
22.7	When Dividend Payable.....	37
22.8	Dividends to be Paid in Accordance with Number of Shares.....	37
22.9	Receipt by Joint Shareholders.....	37
22.10	Dividend Bears No Interest.....	37
22.11	Fractional Dividends	38
22.12	Payment of Dividends.....	38
22.13	Capitalization of Surplus.....	38
23.	DOCUMENTS, RECORDS AND REPORTS.....	38
23.1	Recording of Financial Affairs.....	38
23.2	Inspection of Accounting Records	38
24.	NOTICES	38
24.1	Method of Giving Notice	38
24.2	Deemed Receipt of Mailing.....	39
24.3	Certificate of Sending	39
24.4	Notice to Joint Shareholders	39
24.5	Notice to Trustees	40
25.	SEAL.....	40
25.1	Who May Attest Seal	40
25.2	Sealing Copies.....	40
25.3	Mechanical Reproduction of Seal	40
26.	PROHIBITIONS	41
26.1	Definitions.....	41
26.2	Application.....	41
26.3	Consent Required for Transfer of Shares or Designated Securities.....	41

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (1) “board of directors”, “directors” and “board” mean the directors or sole director of the Company for the time being;
- (2) “Business Corporations Act” means the *Business Corporations Act* (British Columbia) as amended from time to time and includes all regulations as amended from time to time made pursuant to that Act;
- (3) “legal personal representative” means the personal or other legal representative of the shareholder;
- (4) “registered address” of a shareholder means the shareholder’s address as recorded in the central securities register;
- (5) “seal” means the seal of the Company, if any.

1.2 *Business Corporations Act and Interpretation Act Definitions Applicable*

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*. The directors may, by resolution, provide that; (a) the shares of any or all of the classes and series of the Company’s shares must be uncertificated shares; or (b) any specified shares must be uncertificated shares. Within reasonable time after the issue or transfer of a share that is an uncertificated share, the Company must send to the shareholder a written notice in accordance with the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is registered owner are uncertificated shares, each shareholder is entitled, on request and at the shareholder's option, to receive, without charge, (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgment is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

- (1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and
- (2) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

- (1) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and
- (2) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the

share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (1) consideration is provided to the Company for the issue of the share by one or more of the following:

- (a) past services performed for the Company;
 - (b) property;
 - (c) money; and
- (2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

- (1) a duly signed instrument of transfer in respect of the share has been received by the Company;
- (2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and
- (3) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

- (1) in the name of the person named as transferee in that instrument of transfer; or
- (2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal

personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (1) the Company is insolvent; or
- (2) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (1) is not entitled to vote the share at a meeting of its shareholders;
- (2) must not pay a dividend in respect of the share; and
- (3) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

- (1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

- (2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by resolution of the directors:

- (1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (4) if the Company is authorized to issue shares of a class of shares with par value:
 - (a) decrease the par value of those shares; or
 - (b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (6) alter the identifying name of any of its shares; or
- (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

- (1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or
- (2) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by consent resolution of the directors or by special resolution authorize an alteration of its Notice of Articles in order to change its name or adopt or change any translation of that name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

10.5 Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

If no record date is set, the record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (1) state the general nature of the special business; and
- (2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

- (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.9 Location of Annual General Meeting

The Company may by resolution of the directors choose a location outside of British Columbia for the purpose of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

- (1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (2) at an annual general meeting, all business is special business except for the following:
 - (a) business relating to the conduct of or voting at the meeting;
 - (b) consideration of any financial statements of the Company presented to the meeting;
 - (c) consideration of any reports of the directors or auditor;
 - (d) the setting or changing of the number of directors;
 - (e) the election or appointment of directors;
 - (f) the appointment of an auditor;
 - (g) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (h) any other business which, under these Articles or the Business Corporations Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two shareholders

entitled to vote at the meeting whether in person or by proxy who hold, in the aggregate, at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

- (1) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (2) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

- (1) the chair of the board, if any; or
- (2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (1) the poll must be taken:
 - (a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (b) in the manner, at the time and at the place that the chair of the meeting directs;
- (2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (3) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

- (1) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (2) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (1) for that purpose, the instrument appointing a representative must:
 - (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (2) if a representative is appointed under this Article 12.5:
 - (a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.7 to 12.14 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states of the United States that is applicable to the Company and insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commission or similar authorities appointed under that legislation.

12.7 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders who need not be shareholders to act in the place of an absent proxy holder.

12.9 Deposit of Proxy

A proxy for a meeting of shareholders must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (2) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.10 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (2) by the chair of the meeting, before the vote is taken.

12.11 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[name of company]

(the “Company”)

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder): _____

Signed *[month, day, year]*

[Signature of shareholder]

[Name of shareholder - printed]

12.12 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

- (1) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or
- (2) provided, at the meeting, to the chair of the meeting.

12.13 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

- (1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.14 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;
- (2) if the Company is a public company, the greater of three and the most recently set of:
 - (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (b) the number of directors set under Article 14.4;
- (3) if the Company is not a public company, the most recently set of:
 - (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (b) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

- (1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

- (1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

- (1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or
- (2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (3) the date on which his or her successor is elected or appointed; and
- (4) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

The directors may act notwithstanding any vacancy in the board of directors but, if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of

directors, the directors may only act for the purposes of appointing directors up to that number, summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors, or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an “appointor”) may by notice in writing received by the Company appoint any person (an “appointee”) who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

- (1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;
- (2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;
- (4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

- (1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (2) the alternate director dies;
- (3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (4) the alternate director ceases to be qualified to act as a director; or
- (5) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and

with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

16.3 Remuneration of the auditor

The directors may set the remuneration of the auditor without the prior approval of the shareholders.

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

17.5 Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

- (1) the chair of the board, if any;
- (2) in the absence of the chair of the board, the president, if any, if the president is a director; or

- (3) any other director chosen by the directors if:
 - (a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
 - (b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
 - (c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

- (1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (2) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

- (1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or
- (2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who are entitled to vote on the resolution consents to it in writing.

A consent in writing under this Article may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations*

Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

- (1) the power to fill vacancies in the board of directors;
- (2) the power to remove a director;
- (3) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:
 - (a) the power to fill vacancies in the board of directors;
 - (b) the power to remove a director;
 - (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
 - (d) the power to appoint or remove officers appointed by the directors; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

- (1) conform to any rules that may from time to time be imposed on it by the directors; and

- (2) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (2) terminate the appointment of, or change the membership of, the committee; and
- (3) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) the committee may meet and adjourn as it thinks proper;
- (2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their members to chair the meeting;
- (3) a majority of the members of the committee constitutes a quorum of the committee; and
- (4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

- (1) determine the functions and duties of the officer;

- (2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors thinks fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

- (1) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (2) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an “eligible party”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
 - (a) is or may be joined as a party; or
 - (b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (3) “expenses” has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the

Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with Business Corporations Act

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (1) is or was a director, alternate director, officer, employee or agent of the Company;
- (2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5:00 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (1) set the value for distribution of specific assets;
- (2) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (1) mail addressed to the person at the applicable address for that person as follows:
 - (a) for a record mailed to a shareholder, the shareholder's registered address;

- (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
 - (c) in any other case, the mailing address of the intended recipient;
- (2) delivery at the applicable address for that person as follows, addressed to the person:
- (a) for a record delivered to a shareholder, the shareholder's registered address;
 - (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
 - (c) in any other case, the delivery address of the intended recipient;
- (3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (5) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

A record that is mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (1) mailing the record, addressed to them:
 - (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Company only has one director, that director; or
- (4) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies

reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

- (1) “designated security” means:
 - (a) a voting security of the Company;
 - (b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);
- (2) “security” has the meaning assigned in the Securities Act (British Columbia);
- (3) “voting security” means a security of the Company that:
 - (a) is not a debt security, and
 - (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

SCHEDULE "C"

REWARDSTREAM CAPITALIZATION

Sections 3.3, 3.4 and 3.5

RewardStream Shares

Immediately prior to the Effective Time, the number of RewardStream Shares will be equal to the sum of 12,813,235 Common shares, plus that number of Common shares of RewardStream issued pursuant to RewardStream Warrants.

RewardStream Warrants

On the date of this Agreement, the following RewardStream Warrants are outstanding:

Name	No. of Warrant Shares	Date of Grant	Date of Expiry	Warrant Price
Code Consulting Limited	40,816	March 4, 2016	March 4, 2018	\$0.98
Ralph and Sharon Turfus Joint Spousal Trust	108,899	May 2, 2016	May 2, 2018	\$0.39
Total:	149,715			

Convertible Indebtedness

- Promissory note in the amount of \$200,000, which RewardStream expects will be convertible into Amalco Shares on terms disclosed to Musgrove
- Promissory note in the amount of \$300,000, which RewardStream expects will be convertible into Amalco Shares on terms disclosed to Musgrove

SCHEDULE "D"

REWARDSTREAM COMMITMENTS

Section 3.7

Indebtedness

On the date of this Agreement, RewardStream has the following indebtedness outstanding:

- the Initial Advance
- Promissory note in the amount of \$35,000
- Promissory note in the amount of \$200,000, which RewardStream expects will be convertible into Amalco Shares on terms disclosed to Musgrove
- Promissory note in the amount of \$300,000, which RewardStream expects will be convertible into Amalco Shares on terms disclosed to Musgrove
- Promissory note in the amount of \$102,093 issued pursuant to Credit Agreement with The Ralph and Sharon Turfus Joint Spousal Trust

Indemnification Obligations

All of the agreements referenced in this Schedule have been made available to Musgrove for review.

(a) Customer Agreements

RewardStream's customer agreements include provisions obligating the company to indemnify its customers against third party intellectual property infringement claims. Those indemnification obligations survive the termination of the particular customer agreement, some for a fixed period of time and the balance for the survival period dictated by applicable statutes of limitations.

Some of RewardStream's customer agreements also include a general indemnification obligation in favour of its customers.

(b) Lease Agreement

Section 11.4 of the RewardStream Lease (defined in Schedule "G") contains an indemnity provided by RewardStream to the Landlord for costs, breach, damages and injury. This covenant survives expiration and termination of the Lease.

Section 11.05 of the RewardStream Lease2 (defined in Schedule "G") contains an indemnity provided by RewardStream to the Landlord and Strata Corporation for all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work or by any act or omission of RewardStream.

(c) Contractor Agreements

Contractor Agreement dated January 22, 2013 (file: contract rewardstream.pdf) between Active Resource Management and RewardStream with respect to the provision of sales consulting services by Active Resource Management to RewardStream. Section 10 includes a general indemnification obligation by RewardStream in favour of Active Resource for any losses arising out of the provision of services, except where the claim results from a wilful, reckless or fraudulent act on the part of Active.

(d) Vendor Agreements

Web Hosting Services Agreement (file: 26May2011 MSA.pdf) between Reliant Web Hosting DBA Tenzing Managed IT Services and RewardStream (the “Tenzing Agreement”). RewardStream has an obligation to indemnify Tenzing for losses arising out of its material breach of the agreement.

OEM Agreement (file: QlikTech_OEM_Agreement(Final) - Execution Copy - 12232009.DOC) between QlikTech Inc. and RewardStream with respect to business intelligence software (the “ClickTech Agreement”). Section 8.4 of the Agreement includes an indemnity by RewardStream for any and all damages related to third party claims, an unauthorized alteration to a QlikTech Product or any IP infringement by RewardStream. Section 13 of the Agreement caps RewardStream’s liability under the indemnity.

Managed Services Agreement (file: 2.1 Fully Managed MSA – RewardStream – R3 Final – signed.pdf) between RewardStream and Fully Managed Technology Inc. Per section 6, RewardStream has agreed to indemnify Fully Managed against all loss, cost and expense including legal fees which might occur in connection with this agreement unless due to negligence of Fully Managed.

Service Agreement (file: Techcel Service Agreement 20151007.pdf) between Techcel Outsourcing Solutions, LLC and RewardStream. Per Article 11, each party has agreed to indemnify the other from and against any and all claims from actions that result from the indemnifying party’s gross negligence or willful misconduct.

Service Order (file: Web2MarketAgreement.pdf) between Web 2 Market and RewardStream. Per Article D. Warranty (1) Non-Infringement Warranty, RewardStream will defend, indemnify and hold Web 2 Market harmless from all liability and expense (including attorney fees) arising from any claim of infringement against Web 2 Market related to RewardStream’s web pages infringing on another party’s intellectual property.

SCHEDULE "E"

REWARDSTREAM EMPLOYMENT AGREEMENTS

Section 3.15

List of Current Employment Agreements for RewardStream

1. Rob Goehring
 - a. Employment Agreement dated July 1, 2014
 - b. CEO
2. Derek Lee Sorensen
 - a. Employment Agreement dated April 16, 2013 (amended)
 - b. Role Change – effective June 1, 2014 (amended)
 - c. Manager, Hosting and IT
3. Gillian Smith
 - a. Employment Agreement dated January 5, 2016(amended)
 - b. Product Specialist
4. Thom Baynes
 - a. Employment Offer dated March 16, 2012
 - b. Role/Comp change - July 28, 2014
 - c. Manager Qualify Assurance
5. Brian Yan Muk
 - a. Employment Offer dated April 9, 2015
 - b. Product Manager
6. Murray Hemphill
 - a. Employee Offer dated September 23, 2014
 - b. Vice President, Sales
7. Deanna Cooney
 - a. Employee Offer dated June 6, 2014
 - b. Role/Comp change – March 30, 2015
 - c. Analyst Developer
8. Deborah Su
 - a. Employee Offer dated June 6, 2014
 - b. Business Analyst, Service Delivery
9. Devin Redlich
 - a. Employee Offer dated July 6, 2015
 - b. Vice President, Operations
10. Elizabeth Sorensen nee Swift
 - a. Employee Offer dated May 24, 2013
 - b. Member Care Coordinator
11. Julie Oudot
 - a. Employee Offer dated August 31, 2014
 - b. Manager, Accounting & Office Admin
12. Charles Abel
 - a. Employee Offer dated July 20, 2015
 - b. Vice President, Finance
13. Kevin Campbell
 - a. Employee Offer dated May 17, 2010 (amended)
 - b. System architect

14. Cait Archer
 - a. Employee Offer January 19, 2015 (amended)
 - b. Customer support specialist
15. Edwin Hendrawan
 - a. Employee Offer dated October 22, 2015
 - b. Client success specialist
16. Andrew Liang
 - a. Employee Offer dated December 22, 2015
 - b. Software developer
17. Neil Parker
 - a. Employee Offer dated August 26, 2015
 - b. Vice President, Product Management and Marketing
18. Edward Shih
 - a. Employee Offer dated November 25, 2015
 - b. Junior Co-op Quality Assurance Developer
19. Saikrishna Venkatasubramanian
 - a. Employee Offer dated May 4, 2016
 - b. Junior software developer

These agreements have been made available to Musgrove for review.

The following employees cannot be dismissed with less than one month's notice:

1. Rob Goehring, CEO
3. Kevin Campbell

SCHEDULE “F”

REWARDSTREAM LEASES

Section 3.17

1. Commercial office space lease dated April 3, 2008, as amended by various Lease Amending Agreements dated April 21, 2009, October 26, 2009 and January 1, 2011, (the “RewardStream Lease”) between 2725312 Canada Inc. and RewardStream with respect to an area of 5,484 square feet encompassing a portion of the second floor known as Suite 250 located at 2985 Virtual Way, Vancouver, BC V5M 4X7.

The RewardStream Lease is for a term of 8 years and 2 months, commencing on September 1, 2008 and ending on October 31, 2016.

2. Commercial office space lease dated April 4, 2016 between Bryson Chandler Holdings Inc. and RewardStream (the “RewardStream Lease2”) with respect to an area of 5,615 square feet encompassing a portion of the second floor of 440 Cambie Street, Vancouver, BC.

The RewardStream Lease2 is for a term of 5 years commencing on November 1, 2016 and ending on October 31, 2021.

A copy of these agreements has been made available to Musgrove.

SCHEDULE "G"

REWARDSTREAM CONSENTS AND APPROVALS

Section 3.33

The following material agreements contain consent, approval or waiver provisions:

(a) Lease Agreement

Section 9.3 of the RewardStream Lease permits RewardStream to assign the lease to Amalco as the company formed upon an amalgamation of RewardStream with another company, provided that:

- (i) RewardStream give prior written notice of the assignment/amalgamation to the Landlord;
- (ii) RewardStream is in no way released or discharged from any of its obligations under the lease; and
- (iii) Amalco enters in an agreement with the Landlord to observe and perform the obligations of RewardStream under the lease.

Section 9.3 of the RewardStream Lease2 permits RewardStream to assign the lease to Amalco on written consent of the Landlord and provided that RewardStream has received a written offer to take an assignment that would not cause breach of any provision of this lease.

(b) Vendor Agreements

Section 23 of the Tenzing Agreement states that RewardStream cannot assign the agreement without the consent of Tenzing, such consent not to be unreasonably withheld.

Section 14 of the ClickTech Agreement prohibits the assignment of that agreement without the prior consent of ClickTech.

Article 21.2 of the Techcel Service Agreement does not permit assignment without the written consent of TechCel.

SCHEDULE "H"

MUSGROVE WARRANTS

Section 4.3

On the date of this Agreement, the following Musgrove Warrants are outstanding:

- 740,740 warrants outstanding and exercisable with an exercise price of \$0.36 expiring on August 18, 2017

SCHEDULE “I”

MUSGROVE MATERIAL LIABILITIES

- Change of control payment payable to Rana Vig in connection with the Amalgamation

SCHEDULE "J"

VOLUNTARY POOLING AGREEMENT

[Attached]

VOLUNTARY POOLING AGREEMENT

THIS AGREEMENT is dated for reference _____, 2016 and made

AMONG:

COMPUTERSHARE INVESTOR SERVICES INC., of 510 Burrard Street,
2nd Floor, Vancouver, BC V6C 3B9

(the "Pooling Agent");

AND:

REWARDSTREAM SOLUTIONS INC., a British Columbia corporation
with an address at 250 – 2985 Virtual Way, Vancouver, BC V5M 4X7

(hereinafter referred to as "RewardStream")

AND

MUSGROVE MINERALS CORP., a British Columbia corporation with
an address at Suite 102, 15910 Fraser Highway, Surrey, BC V4N 0X9

(hereinafter referred to as "Musgrove")

(collectively, the "Issuers");

AND:

each Shareholder, as defined in this Agreement

(collectively, the "Shareholders").

WHEREAS:

- a) The Shareholders have acquired common shares of RewardStream;
- b) Musgrove and RewardStream have agreed to amalgamate under an Amalgamation Agreement dated May 30, 2016 to form an amalgamated company ("Amalco") and the Shareholders will be receiving shares of Amalco on closing of the Amalgamation to form an amalgamated company ("Amalco") and the Shareholders will be receiving shares of Amalco on closing of the Amalgamation;
- c) Musgrove is requiring the RewardStream Shareholders who will receive shares of Amalco on Closing to enter into this Pooling Agreement as a condition of Closing; and
- d) The Pooling Agent has agreed to act as Pooling Agent in respect of the shares of Amalco;

NOW THEREFORE in consideration of the covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the Parties agree as follows:

1. Interpretation

In this Agreement:

- a) **"Exchange"** means the TSX Venture Exchange;
- b) **"Shareholder"** means a holder of shares of RewardStream who executes this Agreement; and
- c) **"Shares"** means the shares of the Shareholder described in Schedule A to this Agreement, as amended from time to time in accordance with section 6(3) and 8.

2. Placement of Shares in Pool

The Shareholder agrees to place the Shares of Amalco to be issued to the Shareholder in pool (legally, in escrow) with the Pooling Agent and the Issuers and the Shareholder shall deliver the certificates representing the Shares of Amalco to be issued to the Shareholder to the Pooling Agent at Closing of the Amalgamation.

3. Voting of Shares in Pool

The Shareholder may exercise all voting rights attached to the Shares.

4. Waiver of Shareholder's Rights

The Shareholder waives no rights attached to the Shares, except the right to sell the Shares while they are pooled.

5. Transfer Within Pool

- 1) The Shareholder must not assign, deal in, pledge, sell, trade or transfer in any manner whatsoever, or agree to do so in the future, any of the Shares or any beneficial interest in them, except:
 - a) a transfer of Shares from the Shareholder to a registered retirement savings plan the sole beneficiary of which is the Shareholder; or
 - b) with the written consent of Amalco.
- 2) Subject to the exceptions set out in section 5(1)(a) and (b) above, the Pooling Agent must not effect or acknowledge any transfer, trade, pledge, hypothecation, assignment, declaration of trust or any other documents evidencing a change in the legal or beneficial ownership of or interest in the Shares.
- 3) Upon the death or bankruptcy of a Shareholder, the Pooling Agent must hold the Shares subject to this Agreement for the person that is legally entitled to become the registered owner of the Shares.

6. Release From Pool

- 1) The Shareholder irrevocably directs the Pooling Agent to retain the Shares until the Shares are released from pool pursuant to subsection (2).
- 2) The Pooling Agent must not release the Shares from pool, except in accordance with Schedule B.

- 3) The release from pool of any of the Shares will terminate this Agreement only in respect of the Shares so released.

7. No Surrender for Cancellation

The Shareholder shall not be required to surrender the Shares for cancellation pursuant to this Agreement.

8. Undertakings

If a Shareholder is not an individual, the beneficial holders of the securities of that Shareholder and the directors and senior officers of that Shareholder must sign an undertaking in the form of Schedule C attached to this Agreement concurrent with execution of this Agreement.

9. Amendment of Agreement

- 1) Subject to subsection (2), this Agreement may be amended only by a written agreement among the Parties and with the written consent of the Exchange while the Issuer is listed on the Exchange.
- 2) Schedule A to this Agreement shall be amended upon
 - a) a transfer of Shares pursuant to section 5, or
 - b) a release of Shares from pool pursuant to section 6; and

the Pooling Agent shall note the amendment on the Schedule A in its possession.

10. Indemnification

The Issuers will release, indemnify and save harmless the Pooling Agent from all costs, charges, claims, demands, damages, losses and expenses resulting from administering this Agreement and compliance in good faith with this Agreement.

11. Resignation of Pooling Agent

- 1) If the Pooling Agent wishes to resign as pooling agent in respect of the Shares, the Pooling Agent must give notice to the Issuer.
- 2) If the Issuers wish the Pooling Agent to resign as pooling agent in respect of the Shares, the Issuers must give notice to the Pooling Agent.
- 3) A notice referred to in subsection (1) or (2) must be in writing and delivered to the party at the address set out above, and the notice will be deemed to have been received on the date of delivery. The Issuers or the Pooling Agent may change its address for notice by giving notice to the other party in accordance with this subsection.
- 4) The resignation of the Pooling Agent will be effective and the Pooling Agent will cease to be bound by this Agreement on the date that is 60 days after the date of receipt of the notice referred to in subsection (1) or (2) or on such other date as the Pooling Agent and the Issuers may agree upon (the "Resignation Date").

5) The Issuers must, before the resignation date and with the written consent of the Exchange, appoint another Pooling Agent and that appointment will be binding on the Issuers and the Shareholders.

12. Further Assurance

The Parties must execute and deliver any documents and perform any acts necessary to carry out the intent of this Agreement.

13. Time

Time is of the essence of this Agreement.

14. Governing Laws

This Agreement will be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia.

15. Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original and all of which will constitute one Agreement.

16. Language

Wherever a singular expression is used in this Agreement, that expression is deemed to include the plural or the body corporate where required by the context.

17. Enurement

This Agreement enures to the benefit of and is binding on the Parties and their heirs, executors, administrators, successors and permitted assigns.

The Parties have executed and delivered this Agreement as of the date of reference of this Agreement.

COMPUTERSHARE INVESTOR SERVICES INC.

Authorized signatory

Authorized signatory

REWARDSTREAM INC.

Authorized signatory

Authorized signatory

MUSGROVE MINERALS CORP.

Authorized signatory

Authorized signatory

Where the Shareholder is an individual:
Signed, sealed and delivered by
[SHAREHOLDER] in the presence of:

Name

Address

[SHAREHOLDER]

number of Shares

Occupation

Where the Shareholder is a company:
[SHAREHOLDER]

Authorized Signatory

number of Shares

VOLUNTARY POOLING AGREEMENT
SCHEDULE "A"

Name of Shareholder	Number of Shares of Reward Stream	Number of Shares to be issued in Amalco

VOLUNTARY POOLING AGREEMENT
SCHEDULE "B"

Release Formula

- 1) 10% on commencement of Trading of Amalco on the TSX Venture Exchange;
- 2) 22.5% ninety (90) days following the release of shares under 1) above;
- 3) 22.5% one hundred eighty (180) days following release under 1) above;
- 4) 22.5% two hundred seventy (270) days following release under 1) above; and
- 5) 22.5% three hundred sixty (360) days following release under 1) above.

VOLUNTARY POOLING AGREEMENT
SCHEDULE "C"

Undertaking

To: TSX Venture Exchange Inc. (the "Exchange")

The undersigned is:

- a) a beneficial owner of the securities of [Insert name of non-individual Securityholder] (the "Corporation") and undertakes to the Exchange not to transfer securities of the Corporation without the written consent of the Exchange; or
- b) a director or senior officer of the Corporation and undertakes not to permit or authorize an issuance of securities that could reasonably result in a change of control of the Corporation.

Dated the _____ day of _____, 20_____

SCHEDULE “K”

ENCUMBRANCES AGAINST REWARDSTREAM ASSETS

Section 3.18

1. Secured Indebtedness

- Credit Agreement and General Security Agreement with the Ralph and Sharon Turfus Joint Spousal Trust
- Credit Agreement and General Security Agreement with Musgrove Minerals Corp. with respect to the Musgrove Advances

2. Licenses

RewardStream utilizes open source and commercially paid software licenses in its products. A list of those software licenses has been made available to Musgrove.