



Certificate of Arrangement

Canada Business Corporations Act

Certificat d'arrangement

Loi canadienne sur les sociétés par actions

Veta Resources Inc.

661431-1

Corporate name(s) of CBCA applicants / Dénomination(s)
sociale(s) de la ou des sociétés LCSA requérantes

Corporation number(s) / Numéro(s) de la ou
des sociétés

I HEREBY CERTIFY that the arrangement set out in the attached articles of arrangement has been effected under section 192 of the *Canada Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans les clauses d'arrangement annexées a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.

Isabelle Foley

Deputy Director / Directeur adjoint

2022-02-18

Date of Arrangement (YYYY-MM-DD)
Date de l'arrangement (AAAA-MM-JJ)



**Canada Business Corporations Act (CBCA)
FORM 14.1
ARTICLES OF ARRANGEMENT
(Section 192)**

1- Name of the applicant corporation(s) Veta Resources Inc.	Corporation number 661431-1
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2 - Name of the corporation(s) the articles of which are amended, if applicable Veta Resources Inc.	Corporation number 661431-1
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3 - Name of the corporation(s) created by amalgamation, if applicable	Corporation number
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4 - Name of the dissolved corporation(s), if applicable	Corporation number
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5 - Name of the other bodies corporate involved, if applicable Please see Schedule A attached hereto.	Corporation number or jurisdiction
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6 - In accordance with the order approving the arrangement, the plan of arrangement attached hereto, involving the above named body(ies) corporate, is hereby effected.

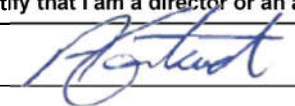
In accordance with the plan of arrangement,

a. the articles of the corporation(s) indicated in item 2, are amended.
If the amendment includes a name change, indicate the change below:
Please see Schedule B attached hereto.

b. the following bodies corporate and/or corporations are amalgamated (for CBCA corporations include the corporation number):

c. the corporation(s) indicated in item 4 is(are) liquidated and dissolved:

7 - I hereby certify that I am a director or an authorized officer of one of the applicant corporations.

Signature: 

Print name: Albert Contardi

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

SCHEDULE A

Name of the other bodies corporate involved, if applicable	Corporation number or jurisdiction
1329291 B.C. LTD.	British Columbia
1329293 B.C. LTD.	British Columbia
1329295 B.C. LTD.	British Columbia
1329300 B.C. LTD.	British Columbia
1329306 B.C. LTD.	British Columbia
1329307 B.C. LTD.	British Columbia
1329308 B.C. LTD.	British Columbia
1329310 B.C. LTD.	British Columbia

SCHEDULE B

The articles of Veta Resources Inc. (“**Veta**”) shall be amended as follows:

1. To change Section 3 of the articles of incorporation of the Company dated August 18, 2006 (and subsequent articles of amendment, to the extent necessary) with the following:
 - (a) changing the identifying name of the current issued and unissued common shares of Veta from “Common Shares” to “Class A Common Shares” (“**Class A Common Shares**”) and to provide the holders thereof with the following rights, privileges, restrictions and conditions:
 - (i) Each holder of Class A Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of Veta, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to two votes in respect of each Class A Common Share held by such holder.
 - (ii) The holders of Class A Common Shares shall be entitled to receive dividends if and when declared by the board of directors.
 - (iii) In the event of any liquidation, dissolution or winding-up of Veta or other distribution of the assets of Veta among its shareholders for the purpose of winding-up its affairs, the holders of Class A Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Class A Common Shares, to receive the remaining property or assets of Veta
 - (b) creating an unlimited number of Class B common shares without par value (the “**Veta Common Shares**”) having the following rights, privileges, restrictions and conditions:
 - (i) Each holder of Veta Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of Veta, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each Veta New Common Share held by such holder.
 - (ii) The holders of Veta Common Shares shall be entitled to receive dividends if and when declared by the board of directors.
 - (iii) In the event of any liquidation, dissolution or winding-up of Veta or other distribution of the assets of Veta among its shareholders for the purpose of winding-up its affairs, the holders of Veta Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Veta Common Shares, to receive the remaining property or assets of Veta.
 - (c) The authorized share structure of Veta shall be reorganized and altered immediately by:
 - (i) eliminating the Class A Common Shares from the authorized share structure of Veta; and
 - (ii) changing the identifying name of the issued and unissued Veta Common Shares from “Class B Common Shares” to “Common Shares”, having the following rights, privileges, restrictions and conditions:

- (A) Each holder of Veta Common Shares shall be entitled to receive notice of and to attend all meetings of shareholders of Veta, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each Veta New Common Share held by such holder.
- (B) The holders of Veta Common Shares shall be entitled to receive dividends if and when declared by the board of directors.
- (C) In the event of any liquidation, dissolution or winding-up of Veta or other distribution of the assets of Veta among its shareholders for the purpose of winding-up its affairs, the holders of Veta Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Veta Common Shares, to receive the remaining property or assets of Veta.



No. S2110935
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA



IN THE MATTER OF SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT R.S.C. 1985, c. C-44, AS AMENDED

IN THE MATTER OF A PROPOSED ARRANGEMENT AMONG IN VETA
RESOURCES INC. AND ITS SHAREHOLDERS AND 1329291 B.C. LTD., 1329293 B.C.
LTD., 1329295 B.C. LTD., 1329300 B.C. LTD., 1329306 B.C. LTD., 1329307 B.C. LTD.,
1329308 B.C. LTD., AND 1329310 B.C. LTD.

VETA RESOURCES INC.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE THE HONOURABLE JUSTICE
GRAVES

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The 7th day of February, 2022

ON the Petition of the Petitioner, Veta Communications Corp. (“GVIC”) dated December 15, 2021 coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on February 7, 2022, via MS Teams, and on hearing Tim Louman-Gardiner, counsel for the Petitioner and no one else appearing although notice was duly given in accordance with the Order of Master Cameron pronounced on December 17, 2021 and upon being informed that it is the intention of the parties to rely on section 3(a)(10) of the United States *Securities Act* of 1933, as amended (the “U.S. Securities Act”) and that the declaration of fairness of, and the approval of, the Arrangement by this Honourable Court will serve as the basis for an exemption from the registration requirements of the U.S. Securities Act pursuant to section 3(a)(10) thereof, for the issuance of securities in connection with the Arrangement:

THIS COURT DECLARES THAT:

1. all definitions used in this Order shall have the meaning ascribed thereto in the Petition;

- 2. the Arrangement set forth in the Plan of Arrangement which is attached hereto as Schedule A, including the terms and conditions thereof, is procedurally and substantively fair and reasonable to those affected by it; and
- 3. upon the implementation of the Arrangement as set forth in the said Plan of Arrangement, the Arrangement shall be binding upon the Petitioner and those affected by it.

THIS COURT ORDERS THAT:

- 4. the Arrangement as provided for in the Plan of Arrangement, which is attached hereto as Schedule A, be and the same is hereby approved pursuant to Section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended; and
- 5. the Petitioner shall be entitled at any time to seek leave to vary this Order, to seek the and direction of this Court as to the implementation of the Order or to apply for such other Order or Orders as may be appropriate.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT.



 Signature
 Party Lawyer for the Petitioner
Tim Louman-Gardiner

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.

DATED:

FEB 08 2022



Authorized Signing Officer

Mouminatou Mbacké



 By the Court
 Registrar

CHECKED


No. S2110935
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF SECTION 192 OF THE
CANADA BUSINESS CORPORATIONS ACT R.S.C. 1985, c. C-44, AS AMENDED**

**IN THE MATTER OF A PROPOSED ARRANGEMENT AMONG IN VETA
RESOURCES INC. AND ITS SHAREHOLDERS AND 1329291 B.C. LTD., 1329293 B.C.
LTD., 1329295 B.C. LTD., 1329300 B.C. LTD., 1329306 B.C. LTD., 1329307 B.C. LTD.,
1329308 B.C. LTD., AND 1329310 B.C. LTD.**

VETA RESOURCES INC.

PETITIONER

ORDER

TLG/lf

File no.: 48376-1

FARRIS, VAUGHAN, WILLS & MURPHY LLP

Barristers & Solicitors
2500 – 700 West Georgia Street
Vancouver, B.C. V7Y 1B3
Telephone: (604) 684-9151

Agent: D&D

PLAN OF ARRANGEMENT
UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set forth below:

“**291**” means 1329291 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia;

“**291 Common Shares**” means the common shares in the authorized share structure of 291;

“**293**” means 1329293 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia;

“**293 Common Shares**” means the common shares in the authorized share structure of 293;

“**295**” means 1329295 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia;

“**295 Common Shares**” means the common shares in the authorized share structure of 295;

“**300**” means 1329300 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia;

“**300 Common Shares**” means the common shares in the authorized share structure of 300;

“**306**” means 1329306 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia;

“**306 Common Shares**” means the common shares in the authorized share structure of 306;

“**307**” means 1329307 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia;

“**307 Common Shares**” means the common shares in the authorized share structure of 307;

“**308**” means 1329308 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia;

“**308 Common Shares**” means the common shares in the authorized share structure of 308;

“**310**” means 1329310 B.C. Ltd., a company incorporated under the laws of the Province of British Columbia;

“**310 Common Shares**” means the common shares in the authorized share structure of 310;

“**Arrangement Agreement**” means the agreement dated December 14, 2021 among Veta and the Veta Subsidiaries to which this Plan of Arrangement is attached as Exhibit A, as it may be supplemented or amended from time to time;

“**Arrangement Resolution**” means the special resolution of Veta Shareholders to be considered, and if deemed advisable, passed at the Meeting;

“**Business Day**” means a day which is not a Saturday, Sunday, or a day when commercial banks are not open for in person business in Toronto, Ontario;

“**CBCA**” means the *Canada Business Corporations Act*;

“**Circular**” means the management information circular of Veta containing among other things, disclosure in respect of the Arrangement and prospectus level disclosure in respect of the Veta Subsidiaries following completion of the Arrangement, together with all appendices, distributed by Veta to the Veta Shareholders in connection with the Meeting and filed with such Authorities in Canada as are required by Section 2.5(a)(ii) of the Arrangement Agreement, or otherwise as required by applicable Law;

“**Consideration**” means the consideration payable by Veta pursuant to Section 3.1 of this Plan of Arrangement to a person who is, immediately before the Effective Time, a Veta Shareholder;

“**Conversion Factor**” means one (1);

“**Court**” means the Supreme Court of British Columbia;

“**Depository**” means TSX Trust Company or such other person that may be appointed by Veta for the purpose of receiving deposits of certificates formerly representing Veta Common Shares;

“**Dissent Procedures**” has the meaning attributed to that term in Section 5.2 of this Plan of Arrangement;

“**Dissent Right**” has the meaning attributed to that term in Section 5.1 of this Plan of Arrangement;

“**Dissent Share**” has the meaning attributed to that term in Subsection 3.1(a) of this Plan of Arrangement;

“**Effective Date**” means the first Business Day after the date upon which the Parties have confirmed in writing (such confirmation not to be unreasonably withheld or delayed) that all conditions to the completion of the Plan of Arrangement have been satisfied or waived in accordance with Article 5 of the Arrangement Agreement and all documents and instruments required under the Arrangement Agreement, the Plan of Arrangement and the Final Order have been delivered;

“**Effective Time**” means 12:01 a.m. on the Effective Date;

“**Final Order**” means the order made after application to the Court pursuant to Section 192 of the CBCA approving the Plan of Arrangement as such order may be amended by the Court (with the consent of the Parties, acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (with the consent of the Parties, acting reasonably) on appeal;

“**Interim Order**” means the order made after application to the Court pursuant to Section 192 of the CBCA, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of the Parties, acting reasonably);

“**Letter of Transmittal**” means the Letter of Transmittal enclosed with the Circular sent in connection with the Meeting pursuant to which, among other things, registered Veta Shareholders are required to deliver certificates representing Veta Common Shares in order to receive the Consideration to which they are entitled;

“**Meeting**” means the annual and special meeting of Veta Shareholders scheduled to be held on January 31, 2022 and any adjournment(s) or postponement(s) thereof, to be called to consider, and if deemed advisable, approve the Arrangement Resolution, among other things;

“**Parties**” means Veta and each of the Veta Subsidiaries and “**Party**” means any one of them;

“**Plan of Arrangement**”, “hereof”, “herein”, “hereunder” and similar expressions mean this plan of arrangement and any amendments, variations or supplements hereto made in accordance with the terms hereof and the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order;

“**Round Down Provision**” has the meaning attributed to that term in of Section 3.2 of this Plan of Arrangement;

“**Share Exchange**” has the meaning attributed to that term in Subsection 3.1(c) of this Plan of Arrangement; and

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations promulgated thereunder, as amended from time to time.

“**Veta**” means Veta Resources Inc., a company incorporated under the laws of Canada.

“**Veta Common Shares**” means the common shares in the authorized share structure of Veta;

“**Veta New Common Share**” has the meaning attributed to that term in Section 3.1(b)(ii) of this Plan of Arrangement;

“**Veta Shareholders**” means the holders of Veta Common Shares; and

“**Veta Subsidiaries**” means collectively, 291, 293, 295, 300, 306, 307, 308 and 310.

1.2 Number, Gender and Persons

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the use of either gender include both genders and neuter and the word person and words importing persons include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

1.3 Interpretation Not Affected by Headings

The division of this Plan of Arrangement into articles, sections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms “this Plan of Arrangement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder is not a Business Day, the action shall be required to be taken on the next day that is a Business Day.

1.5 Time

Time shall be of the essence in every matter or action contemplated hereunder. All times expressed herein are local time in Toronto, Ontario unless otherwise stipulated herein.

1.6 Currency

Unless otherwise stated, a reference herein to an amount of money means the amount expressed in lawful money of Canada.

1.7 Statutory References

Any reference in this Plan of Arrangement to a statute includes all regulations and rules made thereunder, all amendments to such statute, rule or regulation in force from time to time and any statute, rule or regulation that supplements or supersedes such statute or regulation.

1.8 Governing Law

This Plan of Arrangement, including its validity, interpretation and effect, shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

ARTICLE 2
ARRANGEMENT AGREEMENT AND EFFECT OF ARRANGEMENT

2.1 Arrangement Agreement

The Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement, except that the sequence of steps comprising the Arrangement shall occur in the order set forth herein unless otherwise indicated.

2.2 Effect of Plan of Arrangement

The Plan of Arrangement will, effective at the Effective Time, become effective and be binding on (i) Veta (ii) each of the Veta Subsidiaries; and (iii) the Veta Shareholders, without any further act or formality required on the part of any person except as expressly provided herein. If there is any inconsistency or conflict between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of this Plan of Arrangement shall govern.

ARTICLE 3
ARRANGEMENT

3.1 Arrangement

Commencing at the Effective Time the following transactions will occur and be deemed to occur in the following sequence without further act or formality:

- (a) Each Veta Common Share in respect of which a registered Veta Shareholder has exercised Dissent Rights and for which the registered Veta Shareholder is ultimately entitled to be paid fair value (each a “**Dissent Share**”) shall be repurchased by Veta for cancellation in consideration for a debt-claim against Veta to be paid the fair value of such Dissent Share in accordance with Article 5 of this Plan of Arrangement and such Dissent Share shall thereupon be cancelled;
- (b) The articles of Veta shall be amended to provide that the authorized share structure of Veta shall be reorganized and altered by:
 - (i) changing the identifying name of the issued and unissued Veta Common Shares from “Common Shares” to “Class A Common shares” and amending the rights, privileges, restrictions and conditions attaching to those shares to provide the holders thereof with two votes in respect of each share held; and
 - (ii) creating a new class of shares without par value, with no maximum number and with the identifying name “Class B Common shares” having the rights, privileges, restrictions and conditions identical to those attached to the Veta Common Shares prior to the amendments described in Section 3.1(b)(i) above (the “**Veta New Common Shares**”);
- (c) Veta shall reorganize its capital within the meaning of Section 86 of the Tax Act such that each Veta Shareholder shall dispose of all of the Veta Shareholder’s Veta Common Shares to Veta and in consideration and exchange therefor, Veta shall issue (in respect of the securities referred to in (i) below) or distribute (in respect of the securities referred to in (ii) through (ix) below) to the Veta Shareholder:
 - (i) the same number of Veta New Common Shares;
 - (ii) the number of 291 Common Shares equal to the product of the number of Veta Common Shares held and the Conversion Factor;
 - (iii) the number of 293 Common Shares equal to the product of the number of Veta Common Shares held and the Conversion Factor;

- (iv) the number of 295 Common Shares equal to the product of the number of Veta Common Shares held and the Conversion Factor;
- (v) the number of 300 Common Shares equal to the product of the number of Veta Common Shares held and the Conversion Factor;
- (vi) the number of 306 Common Shares equal to the product of the number of Veta Common Shares held and the Conversion Factor;
- (vii) the number of 307 Common Shares equal to the product of the number of Veta Common Shares held and the Conversion Factor;
- (viii) the number of 308 Common Shares equal to the product of the number of Veta Common Shares held and the Conversion Factor; and
- (ix) the number of 310 Common Shares equal to the product of the number of Veta Common Shares held and the Conversion Factor;

(collectively, the “**Share Exchange**”), and, in connection with the Share Exchange:

- (A) the name of each Veta Shareholder shall be removed from the central securities register for the Veta Common Shares and added to the central securities register for the Veta New Common Shares, the 291 Common Shares, the 293 Common Shares, the 295 Common Shares, the 300 Common Shares, the 306 Common Shares, the 307 Common Shares, the 308 Common Shares and the 310 Common Shares as the holder of the number of Veta New Common Shares, the 291 Common Shares, the 293 Common Shares, the 295 Common Shares, the 300 Common Shares, the 306 Common Shares, the 307 Common Shares, the 308 Common Shares and the 310 Common Shares, respectively, received pursuant to the Share Exchange;
 - (B) the Veta Common Shares shall be cancelled and the capital in respect of such shares shall be reduced to nil;
 - (C) an amount equal to the capital of the Veta Common Shares immediately before the Share Exchange less the aggregate fair market value of the 291 Common Shares, the 293 Common Shares, the 295 Common Shares, the 300 Common Shares, the 306 Common Shares, the 307 Common Shares, the 308 Common Shares and the 310 Common Shares, distributed on the Share Exchange shall be added to the capital in respect of the Veta New Common Shares; and
- (d) All securities of the Veta Subsidiaries held by Veta, if any, shall be cancelled for no consideration; and
 - (e) The authorized share structure of Veta shall be reorganized and altered by
 - (i) eliminating the Veta Common Shares from the authorized share structure of Veta; and
 - (ii) changing the identifying name of the issued and unissued Veta New Common Shares from “Class B Common shares” to “Common shares”.

3.2 No Fractional Shares

No fractional security shall be distributed by Veta to a Veta Shareholder on the Share Exchange. If Veta would otherwise be required to distribute to a Veta Shareholder an aggregate number of distributed securities that is not a round number, then the number of 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares and 310 Common Shares, as applicable, distributable to that Veta Shareholder shall be

rounded down to the next lesser whole number (the “**Round Down Provision**”) and that Veta Shareholder shall not receive any compensation in respect thereof. Notwithstanding the foregoing, if the Round Down Provision would otherwise result in the number of 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares or 310 Common Shares, as applicable, distributable to a particular Veta Shareholder being rounded down from one to nil, then the Round Down Provision shall not apply and Veta shall distribute one of 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares and 310 Common Shares, as applicable, to that Veta Shareholder.

3.3 Extinction of Rights

Any instrument or certificate which immediately prior to the Effective Time represented outstanding Veta Common Shares that were exchanged pursuant to Section 3.1 or an affidavit of loss and bond or other indemnity pursuant to Section 4.2, shall, on or prior to the sixth (6th) anniversary of the Effective Date, cease to represent a claim or interest of any kind or nature against Veta. On such date, the aggregate Veta New Common Shares, 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares and 310 Common Shares, as applicable, to which the former Veta Shareholder referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to Veta, and shall be returned to Veta by the Depositary. None of Veta, the Veta Subsidiaries or the Depositary shall be liable to any person in respect of any amount for Veta New Common Shares, 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares or 310 Common Shares, delivered to a public official pursuant to any applicable abandoned property, escheat or similar law.

3.4 Withholding

- (a) Veta and the Veta Subsidiaries, as the case may be, will be entitled to deduct and withhold from any Consideration otherwise payable to any Veta Shareholder under this Plan of Arrangement (including any payment to Veta Shareholders exercising Dissent Rights) such amounts as Veta or the Veta Subsidiaries are permitted or required to deduct and withhold with respect to such payment under the Tax Act and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax Law as counsel may advise is permitted or required to be so deducted and withheld by Veta or the Veta Subsidiaries, as the case may be.
- (b) For the purposes of such deduction and withholding: (i) all withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder; and (ii) such deducted or withheld amounts shall be remitted to the appropriate Authority in the time and manner permitted or required by the applicable Law by or on behalf of Veta or the Veta Subsidiaries, as the case may be.

3.5 Post-Effective Date Procedures

- (a) Subject to the provisions of Article 4 hereof, and upon return of a properly completed Letter of Transmittal by a registered former Veta Shareholder together with certificates, if any, which, immediately prior to the Effective Date, represented Veta Common Shares and such other documents as the Depositary may require, former Veta Shareholders shall be entitled to receive delivery of certificates representing the Veta New Common Shares, 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares or 310 Common Shares to which they are entitled pursuant to Section 3.1.

3.6 Deemed Fully Paid and Non-Assessable Shares

All Veta New Common Shares, 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares and 310 Common Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and nonassessable shares for all purposes of the CBCA or the BCBCA, as applicable.

ARTICLE 4 CERTIFICATES

4.1 Payment of Consideration

- (a) Following receipt of the Final Order and prior to the Effective Date, the Parties shall deliver or arrange to be delivered to the Depository the certificates representing the, 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares or 310 Common Shares required to be issued to the Veta Shareholders in accordance with Section 3.1 hereof, which certificates shall be held by the Depository as agent and nominee for such former Veta Shareholders for distribution to such former Veta Shareholders in accordance with the provisions hereof. Following receipt of the Final Order and prior to the Effective Date, Veta shall deliver or arrange to be delivered to the Depository an irrevocable treasury order directing the Depository to issue the certificates representing the Veta New Common Shares required to be issued to the Veta Shareholders in accordance with Section 3.1 hereof, which certificates shall be held by the Depository as agent and nominee for such former Veta Shareholders for distribution to such former Veta Shareholders in accordance with the provisions hereof.
- (b) Subject to surrender to the Depository for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Veta Common Shares together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depository may reasonably require, following the Effective Time the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depository shall deliver to such holder, the Consideration which such holder has the right to receive under this Plan of Arrangement, less any amounts withheld pursuant to Section 3.4, and any certificate so surrendered shall forthwith be cancelled.
- (c) Until surrendered as contemplated by Section 4.1(a), each certificate that immediately prior to the Effective Time represented a Veta Common Share shall be deemed after the Effective Time to represent only the right to receive, upon such surrender, the Consideration to which the holder thereof is entitled in lieu of such certificate as contemplated by Section 3.1 and this Section 4.1, less any amounts withheld pursuant to Section 3.4. Any such certificate formerly representing Veta Common Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall:
 - (i) cease to represent a claim by, or interest of, any former Veta Shareholder of any kind or nature against or in Veta or any of the Veta Subsidiaries (or any successor to any of the foregoing); and
 - (ii) be deemed to have been surrendered to Veta and shall be cancelled.
- (d) No holder of a Veta Common Share shall be entitled to receive any consideration with respect to such Veta Common Shares other than the Consideration to which such holder is entitled in accordance with Section 3.1 and this Section 4.1 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Veta Common Shares that are ultimately entitled to Consideration pursuant to Section 3.1 shall have been lost, stolen or destroyed, upon the making of an affidavit or statutory declaration of that fact by the person claiming such certificate to be lost, stolen or destroyed and who was listed immediately prior to the Effective Time as the registered holder thereof on the securities registers maintained by or on behalf of Veta, the Depository will deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing the Consideration that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, provided the holder to whom the Consideration is to be delivered shall, as a condition precedent to the delivery, give a bond satisfactory to Veta and the Depository (acting reasonably) in such sum as Veta and the Depository may direct, or otherwise indemnify Veta and the Depository in a manner satisfactory to Veta and the Depository, acting reasonably, against any claim that may be made against Veta or the Depository with respect to the certificate alleged to have been lost, stolen or destroyed.

4.3 Distributions with Respect to Unsurrendered Certificates

No dividend or other distribution declared or paid after the Effective Time with respect to Veta New Common Shares, 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares or 310 Common Shares shall be delivered to the holder of any certificate formerly representing Veta Common Shares unless and until the holder of such certificate shall have complied with the provisions of Section 4.1. Subject to applicable Law and to Section 4.1 at the time of such compliance, there shall, in addition to the delivery of the Consideration to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of any dividend or other distribution declared or made after the Effective Time with respect to the Veta New Common Shares, 291 Common Shares, 293 Common Shares, 295 Common Shares, 300 Common Shares, 306 Common Shares, 307 Common Shares, 308 Common Shares or 310 Common Shares to which such holder is entitled in respect of such holder's Consideration.

ARTICLE 5 DISSENT RIGHTS

5.1 Dissent Rights

Pursuant to the Interim Order, there is hereby granted to each registered Veta Shareholder the right (the "**Dissent Right**"):

- (a) to dissent from the Arrangement Resolution; and
- (b) on the valid exercise of the Dissent Right in accordance with the Dissent Procedures, to be paid the fair market value of the registered Veta Shareholder's Veta Common Shares by Veta, such value to be determined at the close of business on the last Business Day before the day of the Meeting.

5.2 Dissent Procedures

A registered Veta Shareholder who wishes to exercise the registered Veta Shareholder's Dissent Right must:

- (a) do so in respect of all Veta Common Shares registered in the name of the registered Veta Shareholder;
- (b) comply with sections 190 of the CBCA, as modified below; and

deliver a written notice of dissent to the office of Veta at 217 Queen Street West, Suite 401, Toronto, Ontario M5V 0R2, not later than 5:00 pm on the date that is two Business Days before the day of the Meeting or any adjournment thereof, (the "**Dissent Procedures**").

5.3 Failure to Comply with Dissent Procedures

Each registered Veta Shareholder who fails to exercise the registered Veta Shareholder's Dissent Right strictly in accordance with the Dissent Procedures will be deemed for all purposes to have:

- (a) failed to exercise the Dissent Right validly, and consequently to have waived the Dissent Right; and
- (b) thereby ceased to be entitled to be paid the fair market value of the registered Veta Shareholder's Veta Common Shares.

5.4 Waiver of Dissent Right

Each registered Veta Shareholder who waives or is deemed to waive the registered Veta Shareholder's Dissent Right, or is otherwise for any reason ultimately not entitled to be paid the fair market value of the Veta Common Shares registered in the name of the registered Veta Shareholder by Veta pursuant to the Dissent Right, shall be deemed to have participated in the Arrangement.

**ARTICLE 6
AMENDMENTS**

6.1 Amendments

The Parties reserve the right to amend, modify or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Meeting, approved by the Court.

6.2 Effectiveness of Amendments Made Prior to or at the Meeting

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by any of the Parties at any time prior to or at the Meeting with or without any prior notice or communication, and if so proposed and accepted by the Veta Shareholders voting at the Meeting, shall become part of this Plan of Arrangement for all purposes.

6.3 Effectiveness of Amendments Made Following the Meeting

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by any of the Parties after the Meeting but prior to the Effective Time and any such amendment, modification or supplement which is approved by the Court following the Meeting shall be effective and shall become part of the Plan of Arrangement for all purposes.