
BUSINESS COMBINATION AGREEMENT

AMONG

FIRE RIVER GOLD CORP.

- and -

1295304 B.C. Ltd.

- and -

YUMY BEAR GOODS INC.

Dated as of April 1, 2021

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BUSINESS COMBINATION AGREEMENT

THIS BUSINESS COMBINATION AGREEMENT (the “**Agreement**”) is dated as of April 1, 2021 (the “**Agreement Date**”) among: (i) Fire River Gold Corp. (“**Fire River**”); (ii) 1295304 B.C. Ltd. (“**SubCo**”); and (iii) Yumy Bear Goods Inc. (“**Yumy**” or the “**Company**”).

WHEREAS Fire River and Yumy desire to complete a business combination (the “**Business Combination**”), resulting in a reverse takeover and change of business of Fire River (to be renamed Yumy Bear Goods Inc. upon closing of the Business Combination);

AND WHEREAS the Yumy Shareholders own beneficially and of record all of the issued and outstanding common shares of Yumy;

AND WHEREAS SubCo is a wholly owned subsidiary of Fire River; and,

AND WHEREAS as a part of, and conditional upon the closing of the Business Combination, Fire River, through SubCo, wishes to (i) acquire all of the outstanding shares in the capital of the Yumy in exchange for Fire River Shares (as hereinafter defined) by way of amalgamation under the BCBCA (as hereinafter defined) upon the terms and conditions set forth herein, such that, upon completion of the Amalgamation (as hereinafter defined), Fire River will hold all of the issued and outstanding shares in the capital of the corporation that results from the Amalgamation, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements set forth herein, and intending to be legally bound hereby, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions.

For purposes of this Agreement, the following terms will have the following meanings:

“**Acquisition Proposal**” has the meaning specified in Section 5.5.

“**Action**” means any claim, action, arbitration, mediation, audit, hearing, investigation, proceeding, litigation or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or mediator.

“**Affiliate**” means, with respect to any specified Person, any other Person that, at the time of determination, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such specified Person, including: (i) in the case of Fire River after the Closing, the Company; and (ii) in the case of a natural Person, any trust maintained for the benefit of such natural Person or such natural Person’s spouse or descendants (whether natural or adopted). For purposes of this Agreement, the term “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”) means the power to direct or cause the direction of the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” has the meaning specified in the Preamble to this Agreement.

“Agreement Date” has the meaning specified in the Preamble to this Agreement.

“Amalco” has the meaning specified in Section 2.1.3.

“Amalco Shares” means the common shares of Amalco.

“Amalgamation” means the amalgamation of the Company and SubCo pursuant to the provisions of the BCBCA as of the Effective Date.

“Amalgamation Agreement” means the amalgamation agreement to be entered into as of the Effective Date between Fire River, SubCo and the Company in substantially the same form attached hereto as Exhibit A.

“Amalgamation Application” means the amalgamation application to be submitted by the Company and SubCo to the registrar under the BCBCA with respect to the Amalgamation, prepared and conforming to the terms set forth in this Agreement.

“Amalgamation Resolution” means the special resolution of the Yumy Shareholders passed by way of a Written Consent Resolution with respect to, among other matters, the approval of the Amalgamation.

“Applicable Laws” means, with respect to any Person, any law (statutory, common or otherwise), rule, regulation, ordinance, order, injunction, judgment, award, decree, permit or determination of (or agreement with) a Governmental Authority, in each case binding on that Person or any of its assets or properties, including any stock exchange requirements.

“associate” has the meaning given to such term in the *Securities Act* (British Columbia).

“BCBCA” means the *Business Corporations Act* (British Columbia).

“Business Combination” has the meaning specified in the Preamble to this Agreement.

“Business Day” means any day other than a Saturday, Sunday or a day on which banks in the Province of British Columbia are authorized or required by Applicable Laws to be closed.

“Certificate of Amalgamation” means the certificate of amalgamation to be issued by the registrar to Amalco pursuant to Section 281(a) of the BCBCA.

“Closing” means the completion of the Contemplated Transactions on the Effective Date.

“Company” has the meaning specified in the Preamble to this Agreement.

“Company Business” means the business carried on by the Company as of the Agreement Date and as of the Effective Date, being the business of the manufacture and distribution of all natural, low sugar confectionary.

“Company Intellectual Property” has the meaning specified in Section 3.14.

“Company Material Adverse Effect” means any change, event, development, occurrence, state of facts, condition or effect (each, a **“Company Effect”**) that is, or would reasonably be expected to be,

individually or in the aggregate with all other Company Effects, materially adverse to the Company or the financial condition or results of operations of the Company taken as a whole.

“Company Securities” has the meaning specified in Section 3.4.4.

“Contemplated Transactions” means collectively, the Amalgamation, the issuance of the Payment Shares and all other transactions and actions contemplated by the Transaction Documents.

“Contract” means any contract, agreement, policy, lease, commitment, understanding or arrangement, whether written or oral to which a Party or any Affiliate thereof is a party, or is bound or affected by, or to which any of their respective properties or assets is subject.

“Damages” means, whether or not involving a third party claim, any loss, cost, liability, claim, interest, fine, penalty, assessment, Taxes, Damages available at law or in equity, or expense (including consultant's and expert's fees and expenses and reasonable costs, fees and expenses of legal counsel).

“Effective Date” means the effective date set forth in the Certificate of Amalgamation.

“Effective Time” means the time of completion of the Amalgamation.

“Employee Benefit Plan” means every plan, fund, contract, program and arrangement (whether written or not) for the benefit of present or former directors, officers or employees of the Company.

“Enforceability Limitations” means limitations on enforcement and other remedies by or arising under or in connection with applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar Applicable Laws affecting creditors' rights generally or general principles of equity.

“Environmental Law” means any Applicable Laws relating to environmental contamination, exposure to Hazardous Materials, the protection of the environment or the protection of human health and safety as it relates to the environment, but in each case, excluding any Applicable Laws relating to product liability.

“Exchange” means the TSX Venture Exchange, the Canadian Securities Exchange, or any other recognized exchange as determined by Fire River.

“Financing” means a Yumy equity financing for total aggregate proceeds of at least \$2,000,000 to close on or before closing of the Business Combination.

“Fire River” has the meaning specified in the Preamble to this Agreement.

“Fire River Business” means the business carried on by Fire River as of the Agreement Date and as of the Effective Date.

“Fire River Consolidation” has the meaning specified in Section 6.1.2

“Fire River Disclosure Record” means the public disclosure of Fire River posted on its reporting issuer profile at www.SEDAR.com.

“Fire River Financial Statements” means the audited annual financial statements as at October 31, 2020 and the interim financial statements for the nine months ended July 31st, 2020.

“Fire River Group Member” means Fire River, Subco, and the wholly owned subsidiaries of Fire River, from time to time.

“Fire River Material Adverse Effect” means any change, event, development, occurrence, state of facts, condition or effect (each, a **“Fire River Effect”**) that is, or would reasonably be expected to be, individually or in the aggregate with all other Fire River Effects, materially adverse to Fire River or the financial condition or results of operations of Fire River taken as a whole.

“Fire River Shares” means the common shares of Fire River, on a post-Fire River Consolidation basis.

“Fraud Claim” means any claim against any one or more of the Parties resulting from, in respect of, connected with, arising out of, under, or pursuant to fraud or fraudulent misrepresentation, intentional misrepresentation, willful breach or criminal conduct by such Person or Persons.

“GAAP” means generally accepted accounting principles as set forth in the CPA Canada Handbook - Accounting for an entity that prepares its financial statements in accordance with Canadian accounting standards for private enterprises, at the relevant time applied on a consistent basis.

“Governmental Authority” means any foreign, federal, state, provincial, federal, local or other government, regulatory or administrative authority, agency or commission, or any court, tribunal or judicial or arbitral body with competent jurisdiction.

“Hazardous Material” means: (i) any solid, liquid, gaseous or radioactive substance which, when it enters a premise, exists in the premise or is present in the water supplied to the premise, or released into the environment from the premise that is likely to cause material harm or degradation to any property or the environment or to any Person; (ii) any pollutants, contaminants, hazardous waste or other noxious substances; and (iii) any substance declared at any time by any Governmental Authority to be hazardous under any Environmental Law.

“Indebtedness” means, without duplication, in respect of a Person: (i) all obligations (including the principal amount thereof and, if applicable, the accreted amount thereof and the amount of accrued and unpaid interest thereon) of such Person, whether or not represented by bonds, debentures, notes or other securities or instruments (and whether or not convertible into any other security or instruments), for the repayment of money borrowed, whether owing to banks, to financial institutions, to Governmental Authorities, on equipment leases or otherwise; (ii) all deferred indebtedness of such Person for the payment of the purchase price of property or assets purchased (other than current accounts payable that were incurred in the ordinary course of business); (iii) all obligations of such Person to pay rent or other amounts under a lease which is required to be classified as a capital lease or a liability on a balance sheet prepared in accordance with GAAP, consistently applied; (iv) all outstanding reimbursement obligations of such Person with respect to letters of credit, bankers’ acceptances or similar facilities issued for the account of such Person; (v) all obligations, contingent or otherwise, of such Person to repay any grant or subsidy; (vi) all obligations of such Person under any interest rate swap agreement, forward rate agreement, interest rate cap or collar agreement, or other financial agreement or arrangement entered into for the purpose of limiting or managing interest rate risks; (vii) all obligations secured by any Lien existing on property or assets owned by such Person, whether or not indebtedness secured thereby has been assumed; (viii) all

guaranties, endorsements, assumptions and other contingent obligations of such Person in respect of, or to purchase or to otherwise acquire, indebtedness of others; and (ix) all premiums, penalties, fees, expenses, breakage costs and change of control payments required to be paid in respect of any of the foregoing on prepayment (regardless if any of such are actually paid), as a result of the consummation of the Contemplated Transactions.

“Intellectual Property” means, collectively, all rights in or affecting intellectual or industrial property or other proprietary rights existing in any jurisdiction, including with respect to the following: (i) patents and applications therefor, and patents issuing thereon, including continuations, divisionals, continuations-in-part, reissues, reexaminations, renewals and extensions, and the right to file other or further applications and claim priority thereto; (ii) trademarks, service marks, trade names, service names, brand names and trade dress rights, and all applications, registrations and renewals thereof; (iii) copyrights and registrations and applications therefor, works of authorship, “moral” rights and mask work rights; (iv) domain names, uniform resource locators and social media accounts or handles, including applications and registrations thereof; (v) telephone numbers; (vi) trade secrets; and (vii) the right to file applications and obtain registrations for any of the foregoing, as applicable.

“Knowledge of the Company” means the actual knowledge of the directors and officers of the Company, after reasonable internal and, as applicable, external, inquiry consistent with such individual’s relationship or position with the Company, so that, as a result of such inquiry, such individual is able to express an informed understanding as to the particular matters represented.

“Knowledge of Fire River” means the actual knowledge of the directors and officers of Fire River after reasonable internal and, as applicable, external, inquiry consistent with such individual’s relationship or position with Fire River, so that, as a result of such inquiry, such individual is able to express an informed understanding as to the particular matters represented.

“Liability” means any liability, debt, obligation or commitment of any nature whatsoever (whether direct or indirect, known or unknown, accrued or unaccrued, absolute or contingent, or matured or unmatured), including any arising under any Applicable Laws, License, Action or Contract.

“License” means any license, permit, consent, approval, certification or other authorization of any Governmental Authority.

“Lien” means, with respect to any asset or property, any lien, mortgage, pledge, hypothecation, charge, security interest or encumbrance of any kind in respect of such asset or property.

“Notice” has the meaning specified in Section 8.2.

“Ordinary Course of Business” means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) of the Person in question, taking into account actions taken in connection with such Person’s pursuit and implementation of the Contemplated Transactions.

“Organizational Documents” means: (i) the articles or certificate of incorporation and the bylaws of a corporation; (ii) the partnership agreement and any statement of partnership of a general partnership; (iii) the limited partnership agreement and the certificate of limited partnership of a limited partnership; (iv) the limited liability company agreement and articles or certificate of formation of a limited liability company;

(v) any charter, indenture or similar document adopted or filed in connection with the creation, formation or organization of a Person; and (vi) any amendment to any of the foregoing.

“**Party**” means a party to this Agreement, and “**Parties**” means all of the parties to this Agreement.

“**Payment Shares**” means an aggregate of 22,000,000 Fire River Shares with a deemed value of \$0.90 per Fire River Share to be issued and delivered to the Yumy Shareholders in connection with the Contemplated Transactions pursuant to Section 2.1.4.2 at the Effective Time, as set forth in the Disclosure Letter.

“**Permitted Liens**” means: (i) statutory Liens for current Taxes that are not yet due and payable as of the Effective Date or are being contested in good faith by appropriate proceedings; (ii) other Liens that arise or are incurred in the Ordinary Course of Business (other than in connection with any Indebtedness), are not material in amount and do not adversely affect the title of, materially detract from the value of or materially interfere with any present use of, the assets or properties affected by such Lien.

“**Person**” means an individual, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority, and pronouns have a similarly extended meaning.

“**Proportionate Share**” means, in respect to each Yumy Shareholder, the quotient, expressed as a percentage, which is obtained when the number of Yumy Shares owned by the Yumy Shareholder is divided by the aggregate number of Yumy Shares held by all of the Yumy Shareholders. For greater certainty, the Proportionate Share of each Yumy Shareholder is set out in the Disclosure Letter.

“**Solicit**” means any direct or indirect communication of any kind whatsoever that invites, advises, encourages or requests any Person, in any manner, to take or refrain from taking any action.

“**SubCo**” has the meaning specified in the Preamble to this Agreement.

“**SubCo Shares**” means common shares in the capital of SubCo.

“**Subsidiary**” means, in respect of any Person, any corporation, partnership, trust, unlimited liability company, limited liability company or other non-corporate business enterprise in which such Person owns stock or other ownership interests representing: (a) more than 50% of the voting power of all outstanding stock or ownership interest of such entity; or (b) the right to receive more than 50% of the net assets of such entity available for distribution to the holders of outstanding stock or ownership interests upon liquidation or dissolution of such entity.

“**Tax**” (including, with correlative meaning, the terms “**Taxes**” and “**Taxable**”) means: (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, Indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, unclaimed property, escheat, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and

registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority on or in respect of amounts of the type described in paragraph (i); above or this paragraph (ii); (iii) any liability for the payment of any amounts of the type described in paragraphs (i) or (ii) as a result of being a member of an affiliated, consolidated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in paragraphs (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any Party.

“Tax Act” means the Income *Tax Act* (Canada).

“Tax Contest” means any audit, investigation, claim, challenge, dispute or controversy relating to Taxes.

“Tax Returns” means all returns, reports and other documents of every nature (including elections, declarations, disclosures, schedules, estimates and information returns) filed or required to be filed with any Governmental Authority relating to Taxes.

“Termination Date” has the meaning specified in Section 5.1.1.

“Transaction Documents” means, collectively, this Agreement and each other agreement, certificate or other document required pursuant to this Agreement to be executed and delivered on Closing.

“Transaction Expenses” means the aggregate of all expenses incurred by the Company, or for which the Company is responsible for paying on behalf of any other Person, in connection with the Contemplated Transactions (excluding any such costs incurred personally by the Yumy Shareholders), including all investment banking, legal, accounting and other advisory fees incurred in respect of the transactions contemplated by this Agreement.

“U.S. Person” means a “U.S. person” as defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

“U.S. Securities Act” means the United States Securities Act of 1933.

“United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

“Written Consent Resolution” means a written consent resolution signed by each of the Yumy Shareholders approving the Contemplated Transactions and the Business Combination.

“Yumy” has the meaning specified in the Preamble to this Agreement.

“Yumy Disclosure Letter” means the disclosure letter dated as of the Agreement Date, delivered by the Company to Fire River concurrently with the execution and delivery of this Agreement. The Yumy Disclosure Letter will be arranged in sections and subsections corresponding to the numbered and lettered sections and subsections contained in ARTICLE 3. The Parties agree that an item disclosed in one section or subsection of the Yumy Disclosure Letter will apply only with respect to the indicated section or subsection, except to the extent that it is reasonably apparent on the face of the disclosure that such disclosure is also applicable to another section or subsection of the Yumy Disclosure Letter.

“Yumy Financial Statements” means the audited annual financial statements of Yumy as at January 31, 2021.

“Yumy Replacement Warrants” has the meaning specified in Section 2.4.15.

“Yumy Shareholders” means the registered holders of Yumy Shares which, as of the date of this Agreement, means the holders set out in the Disclosure Letter.

“Yumy Shares” means the common shares of Yumy.

“Yumy Warrants” has the meaning specified in Section 3.4.3.

1.2 **Exhibits.**

The following Exhibit form an integral part of this Agreement:

EXHIBITS

Exhibit A Form of Amalgamation Agreement

ARTICLE 2 AMALGAMATION

2.1 Amalgamation.

2.1.1 The Parties agree to effect the Contemplated Transactions in accordance with and subject to this Agreement.

2.1.2 Subject to compliance by the directors and officers of the Company with their fiduciary duties and the terms of this Agreement, the Company shall use commercially reasonable efforts to obtain the Amalgamation Resolution.

2.1.3 On or prior to two (2) Business Days following the satisfaction or waiver of each condition precedent set forth in ARTICLE 6, the Company and SubCo will amalgamate, pursuant to the provisions of the BCBCA, by jointly completing and filing the Amalgamation Application with the registrar, and shall continue as one corporation ("**Amalco**") effective at the Effective Time, giving effect to the Amalgamation subject to the terms of this Agreement and the Amalgamation Agreement.

2.1.4 At the Effective Time and concurrently with the completion of the Amalgamation:

2.1.4.1 each Yumy Shareholder shall be entitled to receive such number of Payment Shares as is set out in the Disclosure Letter;

2.1.4.2 Fire River will issue and register the Payment Shares to the Yumy Shareholders in the proportions set out in the Disclosure Letter and Fire River will cause its transfer agent to promptly deliver a share certificate or evidence of each electronically registered position on the records of Fire River to each Yumy Shareholder, and any share certificate or evidence of electronically registered position will bear a legend or restriction to such effect;

2.1.4.3 pursuant to the Amalgamation Agreement, upon the completion of the Amalgamation, all issued and outstanding Yumy Shares in the capital of the Company shall be cancelled;

2.1.4.4 pursuant to the Amalgamation Agreement, upon the completion of the Amalgamation, each issued and outstanding SubCo Share shall be exchanged for, and Fire River shall be entitled to receive, one fully paid and non-assessable Amalco Share, and upon the completion of the Amalgamation all of the issued and outstanding SubCo Shares shall be cancelled;

2.1.4.5 Fire River shall add to the stated capital maintained in respect of the Fire River Shares an amount equal to the aggregate paid-up capital for purposes of the Tax Act of the Yumy Shares immediately prior to the Effective Time;

2.1.4.6 Amalco shall add to the stated capital maintained in respect of the Amalco Shares an amount such that the stated capital of the Amalco Shares shall be equal to the aggregate paid-up capital for purposes of the Tax Act of the SubCo Shares and Yumy Shares immediately prior to the Effective Time;

2.1.4.7 Fire River and Amalco shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to the transactions contemplated by this Agreement to any Yumy Shareholder such amounts as they determine, acting reasonably upon the advice of professional Tax counsel, are required to be deducted and withheld with respect to such payment under the Tax Act or any provision of provincial, state, local or foreign tax law, in each case as amended; to the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Yumy Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. Fire River and Amalco shall use commercially reasonable efforts to cooperate with any Yumy Shareholder from which amounts are required to be withheld in providing such data and other information as may reasonably be required for the preparation of any Tax Return.

2.1.5 At the Effective Time:

2.1.5.1 subject to Section 2.1.4, the Yumy Shareholders shall become the registered holders of the Payment Shares to which they are entitled hereunder, calculated in accordance with the provisions of this Agreement; and

2.1.5.2 Fire River shall become the registered holder of the Amalco Shares to which it is entitled, calculated in accordance with the provisions of this Agreement.

2.2 United States Restrictions.

Notwithstanding anything to the contrary in this Agreement, no Payment Shares shall be delivered to any Person in the United States or to any U.S. Person unless such person delivers to Fire River a duly completed and executed Certificate of U.S. Accredited Investor Status, and any other documents required under applicable securities laws which Fire River requests, in form and content satisfactory to Fire River in its sole discretion.

2.3 Closing.

Subject to the terms and conditions of this Agreement, the Closing will take place at 11:00 a.m., Vancouver time, on the Effective Date by way of electronic exchange of documents. All documents delivered and actions taken at the Closing will be deemed to have been delivered or taken simultaneously.

2.4 Closing Deliveries of the Company and the Yumy Shareholders.

At or prior to the Closing, the Company and the Yumy Shareholders will deliver or cause to be delivered to Fire River all of the following:

2.4.1 a certificate of status, good standing or like document for the Company issued as of a recent date by the applicable Governmental Authority evidencing the good standing of the Company;

2.4.2 a certificate of the President (or other Person acceptable to Fire River) of the Company, dated the Effective Date, in form and substance reasonably satisfactory to Fire River, as to the resolutions adopted by the board of directors and shareholders of the Company authorizing and approving the Contemplated Transactions and Business Combination, which resolutions will have

been certified as true, correct and in full force and effect without rescission, revocation or amendment as of the Effective Date;

2.4.3 a certificate of the secretary of the Company, dated the Effective Date, in form and substance reasonably satisfactory to Fire River, certifying: (i) that there have been no amendments to the Company's articles of incorporation, charter or other applicable constating documents since the Agreement Date; and (ii) the Company's notice of articles and articles as in effect as of the Effective Date;

2.4.4 the Amalgamation Application and the Amalgamation Agreement, duly executed by the Company and the Yumy Shareholders, as applicable;

2.4.5 the Company shall have delivered the Yumy Disclosure Letter to Fire River;

2.4.6 the Company shall have obtained the Written Consent Resolution of the Yumy Shareholders;

2.4.7 Yumy Shareholders shall deliver releases and indemnifications in favour of Fire River and the Company, in a form satisfactory to Fire River;

2.4.8 Evidence satisfactory to Fire River that the Payment Shares transferred to Erica Williams and Cassidy McCord are subject to escrow with a release schedule applicable to an "emerging issuer" as set forth in National Policy 46-201 – *Escrow for Initial Public Offerings*;

2.4.9 the minute books, share certificates, ledgers and registers, corporate seal and other corporate records of the Company;

2.4.10 the certificate of the Company required to be delivered pursuant to Section 6.3.5;

2.4.11 all consents, waivers or approvals required to be obtained by the Company with respect to the completion of the Contemplated Transactions and Business Combination, including the consents, waivers, approvals and actions of or by, and all filings with and notifications to, any Governmental Authority pursuant to Section 6.1.1;

2.4.12 resolutions and other corporate documents of the Company to evidence the issuance of the Yumy Shares to the Yumy Shareholders;

2.4.13 a duly executed assignment of intellectual property rights, in a form satisfactory to Fire River, acting reasonably from any director, officer or Yumy Shareholder that Fire River determines, acting reasonably;

2.4.14 a 24 month non-competition agreement from any director, officer or Yumy Shareholder that Fire River determines, acting reasonably, with the purpose of refraining such persons from engaging in any activities or owning any interest in such business that are substantially similar to the Company Business in the United States and Canada;

2.4.15 holders of Yumy Warrants will cancel, by written agreement satisfactory to Fire River, their Yumy Warrants in exchange for being granted warrants to purchase Fire River Shares, in the amounts specified in the Disclosure Letter and otherwise with the same exercise price and expiry as the Yumy Warrants (the "**Yumy Replacement Warrants**");

2.4.16 such documents to give effect to the transfer of Yumy Shares (including powers of attorney and if required, bonds and indemnities in the case of lost share certificates) in form and content satisfactory to Fire River; and

2.4.17 such other documents as may be required for the Amalgamation and the closing of the Contemplated Transactions and Business Combination.

2.5 **Closing Deliveries of Fire River.**

At or prior to the Closing, Fire River will deliver or cause to be delivered to the Company all of the following:

2.5.1 a certificate of status, good standing or like document for Fire River issued as of a recent date by the applicable Governmental Authority evidencing the good standing of Fire River;

2.5.2 a certificate of the Chief Executive Officer (or other Person acceptable to the Company) of Fire River, dated the Effective Date, in form and substance reasonably satisfactory to the Company, as to the resolutions adopted by the board of directors of Fire River authorizing and approving the Contemplated Transactions and Business Combination, which resolutions will have been certified as true, correct and in full force and effect without rescission, revocation or amendment as of the Effective Date;

2.5.3 certificates, or electronic positions, from Fire River's transfer agent, evidencing the registration of the Payment Shares in accordance with the registration instructions set out in the Disclosure Letter, which certificates or electronic positions, as the case may be, will bear a legend restricting the transfer of such Payment Shares as applicable;

2.5.4 the Amalgamation Application and the Amalgamation Agreement, duly executed by Fire River and SubCo, as applicable;

2.5.5 the certificate of Fire River required to be delivered pursuant to Section 6.2.5;

2.5.6 any consents, waivers or approvals required to be obtained by any Fire River Group Member with respect to the completion of the Contemplated Transactions, including the consents, waivers, approvals and actions of or by, and all filings with and notifications to, any Governmental Authority pursuant to Section 6.1.1;

2.5.7 the non-competition agreement referred to in Section 2.4.14 duly executed by Fire River;

2.5.8 such other documents as may be required for the Amalgamation and the closing of the Contemplated Transactions and Business Combination.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE COMPANY

As an inducement to Fire River and SubCo to enter into this Agreement and to complete the Contemplated Transactions, the Company represents and warrants to Fire River and SubCo as set forth in this ARTICLE 3. The representations and warranties of the Company contained in this Agreement shall survive the completion of the Contemplated Transactions and shall expire and be terminated on the earlier

of one year after the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

3.1 Organization and Authorization.

The Company (i) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) has the requisite corporate power and authority to own or lease and to operate and use its assets and properties and to carry on the Company Business as currently conducted; and (iii) is duly qualified or licensed to do business and is in good standing in British Columbia, which is the only jurisdiction in which the nature of the business or the property or assets owned or leased or used by the Company makes such qualification or licensing is necessary under Applicable Laws. The Company has the requisite corporate power and authority to execute and deliver this Agreement and the Amalgamation Agreement, to perform its obligations hereunder and thereunder and to complete the Contemplated Transactions. This Agreement has been, and the Amalgamation Agreement to be executed and delivered by the Company at the Closing will be, duly and validly executed and delivered by the Company, and (assuming due authorization, execution and delivery by Fire River and SubCo) this Agreement constitutes, and upon their execution and delivery of the Amalgamation Agreement (assuming due authorization, execution and delivery by the other parties thereto) will constitute, the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with their respective terms, subject to the Enforceability Limitations.

3.2 Organizational Documents and Corporate Records.

The Company has previously delivered or made available to Fire River true and complete copies of the Company's Organizational Documents. The Company is not in default under or violation of any provision of its Organizational Documents. The Company has previously delivered or made available to Fire River true and complete copies of the Company's minute books. The books and records of the Company are true and complete in all material respects and have been maintained in compliance with Applicable Laws.

3.3 No Conflicts; Required Consents.

3.3.1 The execution and delivery by the Company of this Agreement and the Amalgamation Agreement does not, and the completion by the Company of the Contemplated Transactions will not: (i) conflict with or violate any provision of the Company's Organizational Documents; or (ii) (A) conflict with or violate any Applicable Laws binding upon or applicable to the Company or any of its assets or properties; or (B) conflict with, violate, result in a breach of the terms, conditions or provisions of, constitute a default or an event that, with notice or lapse of time or both, would become a default under, give to others any rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Lien upon the Yumy Shares or any assets or properties of the Company under, any Contract or License to which the Company is a party or by which the Company or any of its assets or properties is bound.

3.3.2 Except as disclosed in the Yumy Disclosure Letter, no consent, approval or authorization of, or registration, declaration or filing with, or notification to, any Governmental Authority or under any Contract is required to be obtained, made or given by the Company as a result of the execution, delivery and performance of this Agreement or the Amalgamation Agreement or the completion of the Contemplated Transactions.

3.4 Capitalization.

3.4.1 The authorized share capital of the Company consists of an unlimited number of common shares of which 22,000,000 Yumy Shares are issued and outstanding as of the Agreement Date.

3.4.2 All shares of the Company have been duly authorized, are validly issued, fully paid and non-assessable, were not issued in violation of any Applicable Laws, and, are not subject to and were not issued in violation of any preemptive rights, rights of first refusal or rights of first offer.

3.4.3 The Disclosure Letter provides a true and complete list of all issued and outstanding Yumy Shares and all issued and outstanding warrants to purchase Yumy Shares (the “**Yumy Warrants**”), as well as applicable exercise price. The Yumy Warrants expire on October 28, 2022.

3.4.4 Except for the Yumy Shares and Yumy Warrants or as disclosed in the Yumy Disclosure Letter there are no outstanding: (i) shares or other voting securities, or, other equity interests of the Company; (ii) securities of the Company convertible into or exercisable or exchangeable for shares or other voting securities of the Company; (iii) subscriptions, options or other rights to acquire from the Company, or other obligation of the Company to issue or deliver, any shares, other voting securities, or securities convertible into or exercisable or exchangeable for shares or other voting securities, of the Company; (iv) bonds, debentures, notes or other Indebtedness of the Company having the right to vote (or convertible into or exercisable or exchangeable for securities having the right to vote) on any matters with the shareholders of the Company; or (v) stock appreciation, “phantom” stock or other equity equivalent rights with respect to the Company (the items in clauses (i) through (v) are collectively referred to as the “**Company Securities**”).

3.4.5 (i) There are no outstanding obligations of the Company to repurchase, redeem or otherwise acquire any Company Securities; (ii) there are no agreements to register any Company Securities or sales or re-sales thereof under any applicable securities laws; and (iii) there are no shareholder agreements, voting trusts or other similar agreements or understandings to which the Company or any holder of Company Securities is a party or otherwise bound in respect of any Company Securities.

3.5 Investments.

3.5.1 The Company does not directly or indirectly own, of record or beneficially, any securities or other equity interests in, or have any investment in or control, any Person.

3.6 Financial Statements.

3.6.1 The Company has previously delivered or made available to Fire River, and attached to Section 3.6.1 of the Yumy Disclosure Letter are, true and complete copies of the Yumy Financial Statements. The Yumy Financial Statements (i) have been prepared from, and are in accordance with, the books of account and other financial records of the Company, which reflect only actual transactions; (ii) have been prepared in accordance with GAAP consistently applied during the periods involved; and (iii) present fairly and accurately, in all material respects, the financial condition and results of operation of the Company as of the dates thereof or for the periods covered thereby.

3.6.2 All accounts, notes and other receivables reflected on the Yumy Financial Statements have arisen from *bona fide* transactions in the Ordinary Course of Business, and are or will be valid, genuine and fully collectible in the Ordinary Course of Business without resort to litigation or extraordinary collection activity, less any reserves for doubtful accounts reflected on the Yumy Financial Statements.

3.7 **No Undisclosed Liabilities.**

3.7.1 The Company does not have any Liabilities, other than Liabilities disclosed in the Yumy Financial Statements.

3.8 **Indebtedness.**

3.8.1 Except as disclosed in the Yumy Disclosure Letter (i) the Company has no Indebtedness; (ii) the Company has not guaranteed any Indebtedness of any Person; (iii) there are no Liens on any Company Securities; and (iv) other than Permitted Liens, there are no Liens on the assets or properties of the Company. There are no grounds for believing that any creditor of the Company will be prejudiced by the Amalgamation.

3.9 **Absence of Certain Changes.**

Since January 31, 2021, the Company has conducted business only in the Ordinary Course of Business, and there has not been:

- (a) any change, condition, event or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Company Material Adverse Effect;
- (b) any material damage, destruction or other casualty loss (whether or not covered by insurance) affecting the business or the assets or properties of the Company; or
- (c) any action authorized or taken that, if authorized or taken after the Agreement Date, would constitute a breach of any covenant set forth in Section 5.1.2.

3.10 **Material Contracts.**

3.10.1 The Company is not a party to or otherwise bound by any Contract that imposes any Liability or obligation on the Company or which entitles the Company to any payment, in each case, in an amount in excess of \$5,000 or more.

3.10.2 The Company is not a party to or bound by any Contract that purports to limit the ability of the Company (or would limit the ability of the Company or any Fire River Group Member after Closing) to compete in any line of business or with any Person or to operate in any geographic area during any period of time.

3.11 **Legal Proceedings.**

There is no Action pending or, to the Knowledge of the Company, threatened against the Company. The Company is not subject to or otherwise bound by any Applicable Law that prohibits or limits in any material respect the conduct of the Company Business.

3.12 **Compliance with Laws.**

The Company has at all times conducted, and currently conducts, its business in compliance with all Applicable Laws. The Company and the Yumy Shareholders have not received any notice of any violation of and, to the Knowledge of the Company, the Company is not under investigation or review by any Governmental Authority with respect to or has been threatened to be charged with any violation of any Applicable Laws.

3.13 **Personal Property.**

All material tangible personal property used or held for use in the operation or conduct of the Company Business, as currently conducted, has been reasonably maintained, is in good operating condition (with the exception of normal wear and tear) and is suitable for its present uses.

3.14 **Intellectual Property.**

The Company exclusively owns and possesses valid and enforceable rights, title and interest in and to all Intellectual Property used in or necessary to operate its business, as disclosed in Section 3.14 of the Yumy Disclosure Letter (the “**Company Intellectual Property**”), free and clear of any liens, charges, options and encumbrances and no third party has been granted any license on such Intellectual Property.

In addition:

- (a) The Company’s prior and current use of the Company Intellectual Property has not and does not infringe, violate, dilute or misappropriate the Intellectual Property of any person or entity and there are no claims pending or threatened by any person or entity with respect to ownership, validity, enforceability, effectiveness or use of the Company Intellectual Property. The Company is not aware of any facts that indicate a likelihood of any of the foregoing. No person or entity has or is infringing, misappropriating, diluting or otherwise violating any of the Company Intellectual Property, and neither the Company nor any affiliate of the Company has made or asserted any claim, demand or notice against any person or entity alleging any such infringement, misappropriation, dilution or other violation.
- (b) The Company has the right to use the Company Intellectual Property. The Yumy Shareholders do not own any right, title or interest in any Company Intellectual Property. No current or former director or employee retains or claims to have any ownership or right to use the Company Intellectual Property.
- (c) The Company has not disclosed or licensed, and the Company does not have a duty or obligation (whether present, contingent, or otherwise) to disclose or license the Company Intellectual Property to any person. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time) will, or could reasonably be expected to, result in the disclosure or license of the Company Intellectual Property to any person.
- (d) The Company has taken commercially reasonable steps under the circumstances to (i) protect the secrecy, confidentiality and value of the Company Intellectual Property and the Company has not received any requests from any person for disclosure of the Company Intellectual Property.

- (e) The Company is not bound by any outstanding judgment, injunction, order or decree restricting the use of the Company Intellectual Property or restricting the licensing thereof to any person or entity.

3.15 **Tax Matters.**

3.15.1 The Company: (i) timely filed (or has had timely filed on its behalf) each material Tax Return required to be filed or sent by it in respect of any Taxes, each of which was correctly completed and accurately reflected any liability for Taxes of the Company covered by such Tax Return in all material respects; (ii) timely and properly paid (or had paid on its behalf) all material Taxes due and payable by it for all Tax periods or portions thereof prior to Closing whether or not shown on such Tax Returns; (iii) established in the Company's books of account, in accordance with GAAP and consistent with past practices, adequate reserves for the payment of any material Taxes not then due and payable; and (iv) complied in all material respects with all Applicable Laws relating to the withholding of Taxes and the payment thereof. The Company has not incurred any liability for any material Taxes for the period commencing on January 31, 2021 and ending on and including the Effective Date other than in the Ordinary Course of Business or in connection with the transactions contemplated by this Agreement.

3.15.2 The Company has made (or caused to be made on its behalf) all material estimated Tax payments required to have been made to avoid any underpayment penalties.

3.15.3 There are no material Liens for Taxes upon any assets of the Company, except Liens for Taxes not yet due. The Company has not requested any extension of time within which to file any material Tax Return, which Tax Return has not since been filed.

3.15.4 There is no material Tax Contest pending or, to the Knowledge of the Company, threatened against the Company.

3.15.5 No material deficiency for any Taxes has been proposed, asserted or assessed against the Company that has not been resolved and paid in full. No waiver, extension or comparable consent given by the Company regarding the application of the statute of limitations with respect to any material Taxes or any material Tax Return is outstanding, nor is any request for any such waiver or consent pending. There has been no material Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or any Tax Return for any Tax year that is currently pending, nor has there been any notice from a Governmental Authority to the Company regarding any such Tax, audit or other proceeding, or, to the Knowledge of the Company, is any such Tax audit or other proceeding threatened with regard to any Taxes or Tax Returns. There are no material outstanding subpoenas or requests for information with respect to any of the Tax Returns of the Company.

3.15.6 The Company does not have any liability for any material Taxes in a jurisdiction where it does not file a Tax Return, nor has the Company received notice from a taxing authority in such a jurisdiction that it is or may be subject to taxation by that jurisdiction.

3.15.7 The Company is not a party to any material Tax allocation or sharing agreement.

3.15.8 The Company: (i) has not been a member of an affiliated group filing a consolidated Tax Return (other than a group the common parent of which was the Company) and (ii) does not have

any material liability for the Taxes of any Person (other than the Company) as a transferee or successor, by Contract, or otherwise.

3.15.9 There are no circumstances existing which could result in the application of section 17, section 78, section 79, or sections 80 to 80.04 of the Tax Act, or any equivalent provision under applicable provincial law, to the Company. The Company has not claimed, and does not propose to claim, any reserve or credit under any provision of the Tax Act or any equivalent provincial provision, for any period prior to the Closing where any amount could be included in the income of the Company for any period ending after the Effective Date.

3.15.10 The Company has not acquired property or services from, or disposed of property or provided services to, a Person with whom it does not deal at arm's length (within the meaning of the Tax Act) for an amount that is other than the fair market value of such property or services, nor has the Company been deemed to have done so for purposes of the Tax Act.

3.16 **Environmental Matters.**

The Company is in compliance in all respects with, and has no Liability of any nature or kind under, applicable Environmental Laws. The Company has not incurred any Liability with respect to Environmental Laws.

3.17 **Employment Matters.**

The Yumy Disclosure Letter contains a true, complete list of all Yumy employees and consultants.

- (a) The Company has not entered into any written or oral agreement or understanding providing for severance or termination payments to any director, officer or employee in connection with the termination of their position or their employment as a direct result of a change in control of the Company.
- (b) The Company is not (i) a party to any collective bargaining agreement, or (ii) is subject to any application for certification or, to the knowledge of the Company, threatened or apparent union organizing campaigns for employees not covered under a collective bargaining agreement. To the knowledge of the Company, as of the date hereof, no fact or event exists that would reasonably be expected to give rise to a violation of this Subsection on or before the Effective Date.
- (c) The Company is not subject to any claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of the Company, threatened, or any litigation actual, or to the knowledge of the Company, threatened, relating to employment or termination of employment of employees or independent contractors except where such claim or litigation would not, individually or in the aggregate, reasonably be expected to have, or have, a Company Material Adverse Effect. To the knowledge of the Company, no labour strike, lock-out, slowdown or work stoppage is pending or threatened against or directly affecting the Company.
- (d) The Company has operated in accordance with all applicable Laws with respect to employment and labour, including, but not limited to, employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights, labour relations and privacy and there are no current, pending, or to the knowledge of the Company, threatened proceedings before any board or tribunal with respect to any of the areas listed herein, except where the failure to so operate would not have a Company Material Adverse Effect.

3.18 Pension and Employee Benefits.

The Company does not have or maintain, nor has it ever had or maintained, any Employee Benefit Plan.

3.19 Affiliate Transactions.

The Company does not lease any assets or properties from, owe any amount to or use or hold in the Company Business any assets or properties of any Yumy Shareholder or any Affiliate or associate thereof.

3.20 Directors and Officers.

Section 3.20 of the Yumy Disclosure Letter sets forth a true and complete list of all directors and officers of the Company.

3.21 Insolvency.

3.21.1 The Company is not insolvent, nor will it be rendered insolvent as a result of the completion of the Contemplated Transactions or Business Combination. For the purposes hereof, "insolvent" means that the sum of the debts and other probable Liabilities of the Company exceeds the present fair saleable value of its assets.

3.21.2 Immediately prior to the completion of the Contemplated Transactions and Business Combination, the Company will be able to pay its Liabilities as they become due in the Ordinary Course of Business.

3.22 No Broker.

No broker, finder, investment banker or other intermediary is entitled or has claimed to be entitled to any fee or commission in connection with the Contemplated Transactions or Business Combination based upon arrangements made by or on behalf of the Company or, to the Knowledge of the Company, or to the knowledge of each Yumy Shareholder.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF FIRE RIVER AND SUBCO

As an inducement for the Company to enter into this Agreement and to complete the Contemplated Transactions, Fire River and SubCo hereby represents and warrants to the Company as set forth in this Article 4. The representations and warranties of Fire River and Subco contained in this Agreement shall survive the completion of the Contemplated Transactions and shall expire and be terminated on the earlier of one year after, after Effective Time and the date on which this Agreement is terminated in accordance with its terms.

4.1 Organization.

4.1.1 Fire River (i) is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) has the requisite corporate power and authority to

own or lease and to operate and use its assets and properties and to carry on the Fire River Business as currently conducted; and (iii) is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the nature of the business or the property or assets owned or leased or used by Fire River makes such qualification or licensing is necessary under Applicable Laws.

4.1.2 SubCo is a corporation duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation.

4.2 Authorization.

Each of Fire River and SubCo has the requisite corporate power and authority to execute and deliver this Agreement and the Amalgamation Agreement to which it is a party, to perform its obligations hereunder and thereunder and to complete the Contemplated Transactions. This Agreement has been, and the Amalgamation Agreement to be executed and delivered by Fire River and SubCo at the Closing will be, duly and validly executed and delivered by Fire River and SubCo, as the case may be, and (assuming due authorization, execution and delivery by the Yumy Shareholders) this Agreement constitutes, and upon their execution and delivery of the Amalgamation Agreement (assuming due authorization, execution and delivery by the other parties thereto) will constitute, the legal, valid and binding obligation of Fire River and SubCo, enforceable against each of Fire River and SubCo in accordance with their respective terms, subject to the Enforceability Limitations.

4.3 Organizational Documents and Corporate Records.

Fire River has previously delivered or made available to the Company true and complete copies of the Organizational Documents of each Fire River and SubCo. Neither of the Fire River or SubCo is in default under or violation of any provision of its respective Organizational Documents. The books and records of each of Fire River and SubCo are true and complete in all material respects and have been maintained in compliance with Applicable Laws.

4.4 No Conflicts; Required Consents.

4.4.1 The execution and delivery by each of Fire River and SubCo of this Agreement and the Amalgamation Agreement to which Fire River or SubCo, as the case may be, is a party do not, and the completion by Fire River and SubCo of the Contemplated Transactions will not, (i) conflict with or violate any provision of Fire River's or SubCo's Organizational Documents; or (ii) (A) conflict with or violate any Applicable Laws binding upon or applicable to Fire River or SubCo or any of their respective material assets or properties; or (B) conflict with, violate, result in a breach of the terms, conditions or provisions of, constitute a default or an event that, with notice or lapse of time or both, would become a default under, give to others any rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Lien upon the Fire River Shares or any assets or properties of Fire River or SubCo under, any material Contract or License to which Fire River or SubCo, as the case may be, is a party or by which Fire River or SubCo, as the case may be, or any of their respective material assets or properties is bound.

4.4.2 No consent, approval or authorization of, or registration, declaration or filing with, or notification to, any Governmental Authority or any other third party is required to be obtained, made or given by Fire River or SubCo as a result of the execution, delivery and performance of

this Agreement by them or the completion of the Contemplated Transactions, except the approval of the Exchange, the filing of the Amalgamation Application with the registrar, and the filings with governmental authorities and payments required by securities and corporate laws.

4.5 **Capitalization.**

4.5.1 The authorized share capital of Fire River consists of an unlimited number of Fire River Shares, of which 10,304,415 common shares (or 3,434,805 on a post-Fire River Consolidation basis) are issued and outstanding as of the Agreement Date.

4.5.2 The authorized share capital of SubCo consists of an unlimited number of SubCo Shares without par value, and unlimited number of preferred shares without par value, of which one SubCo Share and no preferred shares are issued and outstanding as of the Agreement Date.

4.5.3 Except as set forth in the Fire River Disclosure Record, there are no outstanding: (i) shares or other voting securities or other equity interests of Fire River or SubCo, as applicable; (ii) securities of Fire River or SubCo convertible into or exercisable or exchangeable for shares or other voting securities of Fire River or SubCo, as applicable; (iii) subscriptions, options or rights to acquire from Fire River, or other obligation of Fire River to issue or deliver, any shares, other voting securities or securities convertible into or exercisable or exchangeable for shares or other voting securities, of Fire River or SubCo, as applicable; (iv) bonds, debentures, notes or other Indebtedness of any Fire River or SubCo, as applicable, having the right to vote (or convertible into or exercisable or exchangeable for securities having the right to vote) on any matters with the shareholders of Fire River or SubCo, as applicable; or (v) stock appreciation, "phantom" stock or other equity equivalent rights with respect to Fire River or SubCo, as applicable (the items in clauses (i) through (v) are collectively referred to as the "**Fire River Securities**").

4.5.4 Except as set forth in the Fire River Disclosure Record, (i) there are no outstanding obligations of Fire River to repurchase, redeem or otherwise acquire any Fire River Securities; (ii) there are no agreements to register any Fire River Securities or sale or re-sales thereof under any applicable securities laws; and (iii) there are no shareholder agreements, voting trusts or other similar agreements or understandings to which Fire River or, to the Knowledge of Fire River, any holder of Fire River Securities is a party or otherwise bound in respect of any Fire River Securities.

4.6 **Subsidiaries and Investments.**

The Fire River Disclosure Record sets forth a true and complete list of each of Fire River's and Subco's ownership, whether direct or indirect, or of record or beneficial, of all securities or other equity interests in, or investment in or control of, any Person.

4.7 **Financial Statements.**

4.7.1 The Fire River Disclosure Record contains the Fire River Financial Statements. The Fire River Financial Statements (i) have been prepared from, and are in accordance with, the books of account and other financial records of the Fire River Group Members, which reflect only actual transactions; (ii) have been prepared in accordance with GAAP consistently applied during the periods involved; and (iii) present fairly and accurately, in all material respects, the financial condition and results of operation of the Fire River Group Member, as applicable, as of the dates thereof or for the periods covered thereby.

4.7.2 All accounts, notes and other receivables reflected on the Fire River Financial Statements have arisen from *bona fide* transactions in the Ordinary Course of Business, and are or will be valid, genuine and fully collectible in the Ordinary Course of Business without resort to litigation or extraordinary collection activity, less any reserves for doubtful accounts reflected on the Fire River Financial Statements.

4.8 **No Undisclosed Liabilities.**

Except as set forth in the Fire River Disclosure Record no Fire River Group Member has any Liabilities, other than Liabilities: (i) disclosed in the Fire River Financial Statements; or (ii) similar in nature and amount to those disclosed in the Fire River Financial Statements that have been incurred since October 31, 2020 in the Ordinary Course of Business and not in violation of this Agreement.

4.9 **Indebtedness.**

Except for the Indebtedness described in Fire River Disclosure Record: (i) no Fire River Group Member has any material Indebtedness; (ii) no Fire River Group Member has guaranteed any Indebtedness of any Person; (iii) there are no material Liens on any Fire River Securities; and (iv) other than Permitted Liens, there are no Liens on the assets or properties of any Fire River Group Member. There are no grounds for believing that any creditor of any Fire River Group Member will be prejudiced by the Amalgamation.

4.10 **Material Contracts.**

The Fire River Disclosure Record includes the material contracts of the Fire River Group Members required to be made available to the public in accordance with Applicable Law. Fire River's material contracts are in full force and effect in accordance with their terms and no Fire River Group Member thereto is in any material breach of or default under any such Contract.

4.11 **Legal Proceedings.**

There is no Action pending or, to the Knowledge of Fire River, threatened against any Fire River Group Member. No Fire River Group Member is subject to or otherwise bound by any Applicable Law) that prohibits or limits in any material respect the conduct of the Fire River Business.

4.12 **Compliance with Laws.**

Each Fire River Group Member has at all times conducted, and currently conducts, its business in compliance with all Applicable Laws. None of the Fire River Group Members or SubCo has received any notice of any violation of and, to the Knowledge of Fire River, no Fire River Group Member is under investigation or review by any Governmental Authority with respect to or has been threatened to be charged with any violation of any Applicable Laws.

4.13 **Licenses.**

4.13.1 Except as set forth in the Fire River Disclosure Record, each Fire River Group Member holds or possesses, and each is in compliance with, all Licenses required for the lawful conduct of the Fire River Business as currently conducted. No Fire River Group Member has received any notice advising of the refusal to grant any License that has been applied for or is in process of

being granted and there is no reason to believe that any such Governmental Authority is considering taking or would have reasonable ground to take any such action.

4.14 **Title to and Sufficiency of Assets.**

The Fire River Group Members have, and at the Closing will have, good, valid and marketable title to, or in the case of leased assets and properties a valid leasehold interest in, all of the assets and properties that each Fire River Group Member purports to own or lease, is in each case free and clear of any and all Liens (other than Permitted Liens). There is no Contract granting any Person any option to purchase the assets or properties of any Fire River Group Member or any portion thereof outside of the Ordinary Course of Business. The assets and properties owned or leased by the Fire River Group Members constitute all of the assets and properties required to conduct the Fire River Business in the manner and to the extent now conducted.

4.15 **Tax Matters.**

4.15.1 Each Fire River Group Member: (i) timely filed (or has had timely filed on its behalf) each Tax Return required to be filed or sent by it in respect of any Taxes, each of which was correctly completed and accurately reflected any liability for Taxes of such Fire River Group Member covered by such Tax Return in all material respects; (ii) timely and properly paid (or had paid on its behalf) all material Taxes due and payable by it for all Tax periods or portions thereof prior to Closing whether or not shown on such Tax Returns; (iii) established in such entity's books of account, in accordance with GAAP and consistent with past practices, adequate reserves for the payment of any material Taxes not then due and payable; and (iv) complied in all material respects with all Applicable Laws relating to the withholding of Taxes and the payment thereof. No Fire River Group Member will incur any liability for any material Taxes for the period commencing on January 1, 2019 and ending on and including the Effective Date other than in the Ordinary Course of Business or in connection with the transactions contemplated by this Agreement.

4.15.2 Each Fire River Group Member has made (or caused to be made on its behalf) all material estimated Tax payments required to have been made to avoid any underpayment penalties.

4.15.3 There are no material Liens for Taxes upon any assets of any Fire River Group Member, except Liens for Taxes not yet due. No Fire River Group Member has requested any extension of time within which to file any Tax Return, which material Tax Return has not since been filed.

4.15.4 There is no material Tax Contest pending or, to the Knowledge of Fire River, threatened against any Fire River Group Member.

4.15.5 No material deficiency for any Taxes has been proposed, asserted or assessed against any Fire River Group Member that has not been resolved and paid in full. No waiver, extension or comparable consent given by the Company regarding the application of the statute of limitations with respect to any material Taxes or any material Tax Return is outstanding, nor is any request for any such waiver or consent pending. There has been no material Tax audit or other administrative proceeding or court proceeding with regard to any Taxes or any Tax Return for any Tax year that is currently pending, nor has there been any notice from a Governmental Authority to any Fire River Group Member regarding any such Tax, audit or other proceeding, or, to the Knowledge of Fire River, is any such Tax audit or other proceeding threatened with regard to any

Taxes or Tax Returns. There are no material outstanding subpoenas or requests for information with respect to any of the Tax Returns of the Company.

4.15.6 No Fire River Group Member has any liability for any material Taxes in a jurisdiction where it does not file a Tax Return, nor has any Fire River Group Member received notice from a taxing authority in such a jurisdiction that it is or may be subject to taxation by that jurisdiction.

4.15.7 No Fire River Group Member is party to any material Tax allocation or sharing agreement.

4.15.8 Fire River: (i) has not been a member of an affiliated group filing a consolidated Tax Return (other than a group the common parent of which was Fire River) and (ii) does not have any material liability for the Taxes of any Person (other than Fire River) as a transferee or successor, by Contract, or otherwise.

4.15.9 No Fire River Group Member has acquired property or services from, or disposed of property or provided services to, a Person with whom it does not deal at arm's length (within the meaning of the Tax Act) for an amount that is other than the fair market value of such property or services, nor has any Fire River Group Member been deemed to have done so for purposes of the Tax Act.

4.16 **Environmental Matters.**

Each Fire River Group Member is in material compliance in all respects with, and has no material Liability of any nature or kind under, applicable Environmental Laws. Each Fire River Group Member has not incurred any material Liability with respect to Environmental Laws, including, for certainty, any Liability arising out of any fact or matter relating to any other Fire River Group Member.

4.17 **Insolvency.**

No Fire River Group Member is insolvent, nor will it be rendered insolvent as a result of the completion of the Contemplated Transactions. For the purposes hereof, "insolvent" means that the sum of the debts and other probable Liabilities of any Fire River Group Member exceeds the present fair saleable value of its assets.

4.18 **Due Issuance.**

The Fire River Shares, when issued and delivered in accordance with this Agreement, will be duly authorized, validly issued, fully paid and non-assessable, and will not be issued in violation of any Applicable Laws, and will not be subject to and will not be issued in violation of any preemptive rights, rights of first refusal or rights of first offer.

4.19 **No Orders.**

No Governmental Authority has issued any order which is currently outstanding preventing or suspending trading in any securities of Fire River, and no such proceeding is, to the Knowledge of Fire River, pending, contemplated or threatened. Fire River does not have in place a shareholder right protection plan.

ARTICLE 5 COVENANTS

5.1 Interim Operations.

5.1.1 From the Agreement Date until the earlier of the Effective Date or the date, if any, on which this Agreement is terminated pursuant to Section 7.1 (the “**Termination Date**”), except as otherwise provided in this Agreement:

5.1.1.1 the Company will: (i) conduct the Company Business only in the Ordinary Course of Business; and (ii) use its commercially reasonable efforts to preserve intact the business organization and goodwill of the Company Business, to maintain the Company relationships with its customers, clients and other Persons having business dealings with the Company; and

5.1.1.2 Fire River will (i) conduct the Fire River Business only in the Ordinary Course of Business; and (ii) use its commercially reasonable efforts to preserve intact the business organization and goodwill of the Fire River Business and to maintain the Fire River relationships with its customers, clients and other Persons having business dealings with Fire River.

5.1.2 Without limiting the generality of the foregoing, except as expressly permitted or required by this Agreement or as approved in writing by Fire River, from the Agreement Date until the earlier of the Effective Time or the termination of this Agreement, the Company will not:

5.1.2.1 amend or otherwise change its Organizational Documents;

5.1.2.2 take any action that would permit any Lien over any assets of the Company;

5.1.2.3 authorize, issue, sell or transfer any share capital or other equity interests of the Company or any securities convertible into or exercisable or exchangeable for share capital or other equity interests of the Company, or adjust, split or reclassify any share capital or other equity interests of the Company;

5.1.2.4 declare, set aside, make or pay any dividend or other distribution (whether in cash, stock or other property) in respect of any share capital or other equity interests of the Company;

5.1.2.5 merge or consolidate with any other Person or acquire any business or assets of any other Person (whether by merger, stock purchase, asset purchase or otherwise), or form any Subsidiary;

5.1.2.6 adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization;

5.1.2.7 make any material change in the operation of business, except such changes as may be required to comply with this Agreement, the Amalgamation Agreement or any Applicable Laws;

5.1.2.8 make, authorize or make any commitment with respect to, any single capital expenditure that is in excess of \$1,000 or capital expenditures that are, in the aggregate, in excess of \$5,000;

5.1.2.9 except in connection with operations in the Ordinary Course of Business and upon terms not materially adverse to the Company, amend in any material respect, or terminate (other than in accordance with its terms) any Contract material to the Company Business, or waive, release or assign any material rights or claims thereunder;

5.1.2.10 except in connection with operations in the Ordinary Course of Business and upon terms not materially adverse to the Company, enter into any Contract material to the Company Business: (i) that has a term of, or requires the performance of any obligations over a period in excess of one month; or (ii) that cannot be terminated without penalty on less than one (1) months' notice;

5.1.2.11 sell, lease (as lessor), transfer or otherwise dispose of, or mortgage, encumber, pledge or impose any Lien on, any of its assets or properties, other than dispositions of immaterial assets or properties for fair value in the Ordinary Course of Business;

5.1.2.12 create, incur, assume or guarantee any Indebtedness, or extend or modify any existing Indebtedness;

5.1.2.13 make any loans, advances or capital contributions to, or investments in, any Person (other than advances of expenses to employees of the Company in the Ordinary Course of Business);

5.1.2.14 cancel any debts owed to, or waive any material claims or rights held by the Company;

5.1.2.15 commence, settle or compromise any Action by or against the Company, other than settlements entered into in the Ordinary Course of Business and requiring only the payment of monetary Damages in an aggregate amount not to exceed \$1,000;

5.1.2.16 incur expenses (including legal or other professional fees) in excess of \$10,000 in the aggregate in connection with any ongoing, new or proposed Action involving or relating to the Company, but excluding any Transaction Expenses;

5.1.2.17 except as required by Applicable Laws or any existing Contract in effect on the Agreement Date: (i) institute or announce any increase in the compensation, bonuses or other benefits payable to any of its executive employees or consultants; (ii) enter into or amend any employment, consulting, severance or change of control agreement with any such Person; or (iii) enter into or adopt any Employee Benefit Plan;

5.1.2.18 enter into any transaction with any of its Affiliates, except transactions that are at prices and on terms and conditions not less favorable to the Company than could be obtained on an arm's-length basis from unrelated third parties;

5.1.2.19 make any change in the accounting methods, principles or policies of the Company, other than any change required by Applicable Laws or a change in GAAP;

5.1.2.20 fail to file any material Tax Return when due or pay any material Tax when due (other than Taxes being contested in good faith), or make or change any Tax election;

5.1.2.21 fail to pay any accounts payable when due or within a reasonable period of time thereafter (other than amounts being contested in good faith) or fail to use commercially reasonable efforts to collect any accounts receivable when due;

5.1.2.22 fail to renew or otherwise keep in full force and effect any material License relating to the Company Business;

5.1.2.23 fail to use its best efforts to take all required steps and actions (including the payment of all fees and expenses) necessary to obtain, and maintain in good standing, any Company Required License; or

5.1.2.24 enter into any Contract with respect to any of the foregoing.

5.2 Access to Information.

From the Agreement Date until the earlier of the Effective Date or the Termination Date:

5.2.1 the Company will, subject to compliance with Applicable Laws, furnish to Fire River and its authorized representatives such additional information relating to the Company and the Company Business as Fire River may reasonably request.

5.2.2 Fire River will, subject to compliance with Applicable Laws, furnish to the Company and its authorized representatives such additional information relating to Fire River and any other Fire River Group Members and the Fire River Business as the Company may reasonably request.

5.3 Notice of Certain Events.

5.3.1 From the Agreement Date until the earlier of the Effective Date or the Termination Date, the Company will promptly notify Fire River in writing of: (i) any Company Material Adverse Effect; (ii) any breach of or default under this Agreement, or any event that would reasonably be expected to become a breach or default under this Agreement on or prior to the Closing; (iii) any notice or other communication from any third Person (including any Governmental Authority) alleging any required consent of such third Person (or Governmental Authority) is or may be required in connection with the Contemplated Transactions or Business Combination; (iv) any Actions commenced or, to the Knowledge of the Company, threatened against the Company that, if pending on the Agreement Date, would have been required to have been disclosed pursuant to Section 3.11 or that relate to the completion of the Contemplated Transactions or Business Combination; and (v) any communications from any Governmental Authority relating to any License held or applied for by the Company.

5.3.2 From the Agreement Date until the earlier of the Effective Date or the Termination Date, Fire River will promptly notify the Company in writing of: (i) any Fire River Material Adverse Effect; (ii) breach of or default under this Agreement, or any event that would reasonably be expected to become a breach or default under this Agreement on or prior to the Closing; (iii) any notice or other communication from any third Person (including any Governmental Authority) alleging that any required consent of such third Person (or Governmental Authority) is or may be required in connection with the Contemplated Transactions; (iv) any Actions commenced or, to the Knowledge of Fire River, threatened against any Fire River Group Member that, if pending on the Agreement Date, would have been required to have been disclosed pursuant to Section 4.11 or that relate to the completion of the Contemplated Transactions; and (v) any communications from

any Governmental Authority relating to any License held or applied for by any Fire River Group Member.

5.4 **Efforts.**

Subject to the terms and conditions of this Agreement, each Party will use its commercially reasonable efforts to satisfy the conditions to Closing to be satisfied by it under ARTICLE 6 and to cause the Closing to occur and to take, or cause to be taken, all actions, to file, or cause to be filed, all documents and to do, or cause to be done, and to assist and cooperate with the other Parties in doing, all things necessary, proper or advisable to complete and make effective, in the most expeditious manner practicable, the Contemplated Transactions and Business Combination.

5.5 **Exclusivity.**

From the Agreement Date until the earlier of the Effective Time and the termination of this Agreement, except with the prior written consent of Fire River, the Company will not (and will cause all directors, officers, employees, agents, representatives and Affiliates acting on their behalf and on behalf of the Company not to): (i) Solicit, initiate, encourage or accept any offer or proposal from any Person (other than the Fire River Group Members and their respective representatives) concerning any merger, consolidation, sale or transfer of material assets, sale or transfer of any equity interests or other business combination involving the Company (an "**Acquisition Proposal**"); (ii) engage in any discussions or negotiations with any Person (other than the Fire River Group Members and their respective representatives) concerning any Acquisition Proposal; or (iii) furnish any non-public information concerning the business, properties or assets of the Company to any Person (other than the Fire River Group Members and their respective representatives), except as required to comply with any Applicable Laws or this Agreement or except in the Ordinary Course of Business. The Company will (and will cause the directors, officers, employees, agents, representatives and Affiliates acting on their behalf and on behalf of the Company to) immediately cease and cause to be terminated all existing discussions, negotiations or other communications with any Persons conducted heretofore with respect to any of the foregoing. The Company will immediately notify Fire River in writing upon receipt by the Company of any proposal, offer or inquiry regarding an Acquisition Proposal, which notice will indicate in reasonable detail the identity of the Person making such proposal, offer or inquiry and the terms and conditions of any such Acquisition Proposal.

5.6 **Confidentiality.**

5.6.1 Except as mutually agreed in writing, no Party shall disclose this Agreement, the Amalgamation Agreement or any other aspects of the transactions contemplated hereby or thereby to any Person except (i) to its board of directors, senior management, employees and legal, accounting, financial or other professional advisors, but, in each case only to the extent that such representatives have been informed of the confidential nature of such information and are bound by an obligation to maintain the confidentiality of such information, (ii) as is required to enforce its rights or the obligations of another Party under this Agreement or the Amalgamation Agreement, or (iii) as may be required by any Applicable Laws and, then, only in compliance with Section 5.6.2.

5.6.2 In the event that a Party or any of its representatives is required by law in any proceeding to disclose this Agreement, the Amalgamation Agreement or any aspects of the transactions contemplated hereby or thereby, such Party will provide the other Parties with prompt prior notice so that the other Parties (or any of them) may seek a protective order or other appropriate remedy

and/or waive compliance with the provisions of this Agreement. In the event that no other Party is able to obtain such protective order or other appropriate remedy, the first Party will furnish only that portion of this Agreement, the Amalgamation Agreement or the aspects of the transactions contemplated hereby or thereby which it is advised by a written opinion of counsel is legally required, and will give the other Parties written notice of the information to be disclosed as far in advance as practicable, and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that confidential treatment will be accorded the information so disclosed.

5.7 Expenses.

Except as otherwise expressly provided herein, each Party will bear and pay all of its costs and expenses (including the fees and expenses of its counsel, accountants and other advisors) incurred in connection with this Agreement, the Contemplated Transactions and Business Combination, provided that if Closing has occurred, the Yumy Shareholders, jointly, will be responsible for and will pay the legal fees of the Company which form part of the Transaction Expenses. Fire River and Subco will not be responsible or liable for and will not pay any costs or expenses incurred by any Yumy Shareholder in connection with this Agreement, the Contemplated Transactions or Business Combination (including the fees and expenses of any counsel, accountant or other advisor retained by or for the benefit of any such Person). For greater certainty, if Closing does not occur neither Fire River nor SubCo will be responsible or liable for, or will pay, any costs or expenses incurred by the Company or a Yumy Shareholder.

5.8 Further Assurances.

At any time and from time to time following the Closing, at the reasonable request of any Party, each Party will execute and deliver, or cause to be executed and delivered, such other documents and instruments and will take, or cause to be taken, such further or other actions as any other Party may reasonably request or as otherwise may be reasonably necessary or desirable to evidence and make effective the Contemplated Transactions and Business Combination.

5.9 Termination of Certain Arrangements.

On or prior to the Effective Date, all payables, receivables, loans, Liabilities and other obligations between the Company, on the one hand, and the Yumy Shareholders, or their respective Affiliates, on the other hand, will be repaid in full and extinguished.

ARTICLE 6 CONDITIONS PRECEDENT

6.1 Conditions to the Obligations of the Parties.

The obligations of the Parties to complete the Contemplated Transactions are subject to the satisfaction or (to the extent permitted by Applicable Laws) waiver by Fire River and the Representative (on behalf of the Yumy Shareholders), on or prior to the Effective Date, of each of the following conditions:

6.1.1 Approval of the Exchange. The approval of the Exchange of (i) the Contemplated Transactions, the Consolidation and Business Combination will have been obtained; and (ii) the listing of the Amalgamated Company on the Exchange.

6.1.2 Fire River Consolidation. The completion of a consolidation of Fire River's common shares on the basis of 3 pre-consolidation common share for 1 post-consolidation common share (the "**Fire River Consolidation**").

6.1.3 Closing of Financing. The Financing will have closed.

6.1.4 Fire River Shareholder Approval. Fire River will have obtained the requisite approval of the shareholders of the Fire River of the Contemplated Transactions and the Business Combination at a meeting duly called for such purpose, if required by the policies of the Exchange.

6.1.5 Governmental Approvals. All consents, approvals and actions of or by, and all filings with and notifications to, any Governmental Authority required to complete the Contemplated Transactions and Business Combination will have been obtained, taken or made, as applicable, and will remain in full force and effect.

6.1.6 No Prohibitions. No provision of any Applicable Laws will prohibit or otherwise challenge the legality or validity of the Contemplated Transactions.

6.2 **Conditions to the Obligations of the Company.**

The obligations of the Company to complete the Contemplated Transactions are subject to the satisfaction or (to the extent permitted by Applicable Laws) waiver by the Company, on or prior to the Effective Date, of each of the following further conditions:

6.2.1 Accuracy of Representations and Warranties. Each of the representations and warranties of Fire River set forth in this Agreement (i) that is qualified by materiality or Fire River Material Adverse Effect will be true and correct in all respects; and (ii) that is not so qualified will be true and correct in all material respects, in each case at and as of the Effective Date as if made on and as of the Effective Date (except to the extent that any such representations and warranties speak expressly as of an earlier date, in which case they will be true and correct, or true and correct in all material respects, as the case may be, as of such earlier date).

6.2.2 Performance of Covenants. Fire River will have performed or complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by Fire River on or prior to the Effective Date.

6.2.3 Amalgamation Resolution. The Amalgamation Resolution will have been signed by Fire River.

6.2.4 No Fire River Material Adverse Effect. Between the Agreement Date and the Effective Date, there will have been no Fire River Material Adverse Effect.

6.2.5 Certificate of Compliance. Fire River will have delivered to the Company a certificate dated the Effective Date, signed by an authorized officer of Fire River (not in his or her personal capacity but for and on behalf of Fire River), certifying as to the satisfaction of the conditions set forth in Section 6.2.1 and Section 6.2.2.

6.2.6 Third Party Consents. Fire River will have obtained the written consents of, or given notifications (to the extent only notification is required) to, the Exchange, and any other third party or governmental authority that Applicable Law requires consent or notification, in each case in

form and substance reasonably satisfactory to the Company, and all such consents will remain in full force and effect.

6.2.7 Board Approval. The board of directors of Fire River will have approved the Amalgamation.

6.2.8 Receipt of Closing Deliveries. Fire River will have executed and delivered, or caused to be executed and delivered, all of the agreements, certificates and other documents specified in Section 2.5.

6.2.9 Fire River Shares. Fire River shall deliver to the Yumy Shareholders certificates or evidence of electronic positions evidencing the Payment Shares issuable hereunder.

6.3 **Conditions to the Obligations of Fire River and SubCo.**

The obligations of Fire River and SubCo to complete the Contemplated Transactions are subject to the satisfaction or (to the extent permitted by Applicable Laws) waiver by Fire River, on or prior to the Effective Date, of each of the following further conditions:

6.3.1 Accuracy of Representations and Warranties. Each of the representations and warranties of the Company set forth in this Agreement and in any certificate or other writing delivered by them pursuant hereto: (i) that is qualified by materiality or Company Material Adverse Effect will be true and correct in all respects; and (ii) that is not so qualified will be true and correct in all material respects, in each case at and as of the Effective Date as if made on and as of the Effective Date (except to the extent that any such representations and warranties speak expressly as of an earlier date, in which case they will be true and correct, or true and correct in all material respects, as the case may be, as of such earlier date).

6.3.2 Performance of Covenants. The Company and the Yumy Shareholders will have performed or complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by the Company or any Yumy Shareholders on or prior to the Effective Date.

6.3.3 Amalgamation Resolution. The Amalgamation Resolution will have been signed by each of the Yumy Shareholders.

6.3.4 No Company Material Adverse Effect. Between the Agreement Date and the Effective Date, there will have been no Company Material Adverse Effect.

6.3.5 Certificate of Compliance. The Company will have delivered to Fire River a certificate dated the Effective Date, signed by an authorized officer of the Company (not in his or her personal capacity but for and on behalf of the Company), certifying as to the satisfaction of the conditions set forth in Section 6.3.1 and Section 6.3.2.

6.3.6 Third Party Consents. The Company and the Yumy Shareholders will have obtained the written consents of, or given notifications (to the extent only notification is required) to, each of the third parties set forth in Section 3.3.2 of the Yumy Disclosure Letter, in each case in form and substance reasonably satisfactory to Fire River, and all such consents will remain in full force and effect.

6.3.7 Board Approval. The board of directors of the Company will have approved the Amalgamation.

6.3.8 Shareholder Approval. The Yumy Shareholders will have approved the Transactions via Written Consent Resolution.

6.3.9 No Outstanding Securities. Other than as disclosed hereunder, as of Closing there will be no outstanding securities of the Company which are convertible into or exercisable or exchangeable for Yumy Shares or other securities of the Company.

6.3.10 Receipt of Closing Deliveries. The Company and the Yumy Shareholders will, as applicable, have executed and delivered, or caused to be executed and delivered, all of the agreements, certificates and other documents specified in Section 2.4, all in form and substance reasonably satisfactory to Fire River.

6.3.11 The Company will have rectified its minute book deficiencies identified to the Company by Fire River.

ARTICLE 7 TERMINATION

7.1 Grounds for Termination.

Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and the Contemplated Transactions may be abandoned at any time prior to the Closing:

7.1.1 by the mutual written agreement of Fire River and the Company;

7.1.2 by Fire River in the event of a material breach of any representation, warranty, covenant or agreement of the Company contained herein and the failure of the breaching party to cure such breach within five (5) Business Days after receipt of written notice from Fire River requesting such breach to be cured; provided, however, that there will be no right to terminate if such breach was caused, in whole or in part, by a material breach by Fire River or SubCo;

7.1.3 by the Company in the event of a material breach of any representation, warranty, covenant or agreement of Fire River or SubCo contained herein and the failure of Fire River or SubCo to cure such breach within five (5) Business Days after receipt of written notice from the Company requesting such breach to be cured; provided, however, that there will be no right to terminate if such breach was caused, in whole or in part, by a material breach by the Company or any Yumy Shareholder;

7.1.4 by either Fire River or the Company if any Governmental Authority will have issued a final and non-appealable order, decree or judgment permanently restraining, enjoining or otherwise prohibiting the completion of the Contemplated Transactions or any Governmental Authority has refused to provide a consent or approval set forth, or required by the terms of this Agreement to be set forth, in Section 3.3.2 of the Yumy Disclosure Letter; or

7.1.5 by either Fire River or the Company if the Closing will not have occurred on or before April 30, 2021 (or such later date as may be agreed to in writing by Fire River and the Representative); provided, however, that the right to terminate this Agreement under this Section 7.1.5 will not be

available to any Party whose failure to fulfill any obligation under, or breach of any provision of, this Agreement will have been the cause of, or will have resulted in, the failure of the Closing to occur on or before the applicable date.

7.2 **Notice of Termination.**

Any Party desiring to terminate this Agreement pursuant to Section 7.1 will give written notice of such termination to the other Parties to this Agreement in accordance with Section 8.2, specifying the provision(s) pursuant to which such termination is effective.

7.3 **Effect of Termination.**

If this Agreement is terminated pursuant to this Article 7, this Agreement will forthwith become void and of no further force and effect and all rights and obligations of the Parties hereunder will be terminated without further liability of any Party to any other Party; provided, however, that: (i) the provisions of Sections 5.6 and 7.3, and Article 8, and the rights and obligations of the Parties thereunder, will survive any such termination; and (ii) nothing herein will relieve any Party from liability for willful or intentional breach, any Fraud Claim or any other liability arising prior to such termination under this Agreement prior to the date of termination.

ARTICLE 8 GENERAL PROVISIONS

8.1 **Non-Survival of Representations, Warranties and Covenants.**

The representations, warranties or covenants contained in this Agreement shall survive the Effective Time for a period of one year unless otherwise specified in this Agreement.

8.2 **Notices.**

Any notice, direction or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") must be in writing, sent by personal delivery, courier or email transmission (provided that the sender of such email transmission does not receive a delivery failure notice from the intended recipient in respect of such email transmission), or similar means of recorded electronic communication, addressed as follows:

8.2.1 If to Fire River, to:

Fire River Gold Corp.
400 - 837 West Hastings Street
Vancouver, BC V6C 3N6

Attention: David Bentil

Email: info@fireriver.ca

with a copy to:

Farris LLP
700 West Georgia Street #2500
Vancouver, BC V7Y 1B3

Attention: Peter M. Roth

Email: proth@farris.com

8.2.2 If to the Company:

Yummy Bear Goods Inc.
[REDACTED]
[REDACTED]

Attention: Erica Williams

Email: erica@yummybear.com

with a copy to:

Cassels, Brock & Blackwell LLP
885 W Georgia St #2200,
Vancouver, BC V6C 3E8

Attention: Jeff Durno

Email: jdurno@casselsbrock.com

Subject to the foregoing, a Notice is deemed to be given and received on the date on which it was delivered or transmitted if it is a Business Day and the delivery or transmission was made prior to 6:00 p.m. (local time in place of receipt) and otherwise on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed.

8.3 Counterparts.

This Agreement, the Amalgamation Agreement and the Amalgamation Application may be executed and delivered (including by "pdf", docusign or other electronic transmission) in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8.4 Amendments and Waivers.

This Agreement may not be amended or waived except by an instrument in writing signed by an authorized representative of each Party. No course of conduct or failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

8.5 Severability.

Wherever possible, each provision hereof will be interpreted in such manner as to be effective and valid under Applicable Laws, but if any one or more of the provisions contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision will be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable.

8.6 Assignment; Successors and Assigns.

Neither this Agreement nor any of the rights, interests or obligations of any Party hereunder may be assigned, delegated or otherwise transferred by such Party, in whole or in part (whether by operation of law or otherwise), without the prior written consent of each other Party, and any attempt to make any such assignment, delegation or other transfer without such consent will be null and void; provided, however, that Fire River may assign its rights, interests and obligations under this Agreement, the Amalgamation Agreement and the Amalgamation Application, without the consent of the other Parties, to any Person who acquires all or substantially all of the assets and business of Fire River or to any Affiliate of Fire River, subject to the assumption in writing by such Person or Affiliate of Fire River's obligations hereunder; and provided, further, that Fire River may assign or encumber this Agreement or any of its rights and obligations hereunder as security for any Indebtedness of Fire River or its Affiliates without the consent of the other Parties. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

8.7 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended or will be construed to confer upon any third party, other than the signatories to this Agreement and their respective successors and assigns permitted by Section 8.6, any right, remedy or claim under or by reason of this Agreement.

8.8 Governing Law.

This Agreement and all disputes and controversies relating to or arising out of this Agreement and the Amalgamation Agreement are governed by and will be interpreted and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each signatory to this Agreement irrevocably attorns and submits to the non-exclusive jurisdiction of the British Columbia courts situated in the City of Vancouver (and appellate courts therefrom) and waives objection to the venue of any proceeding in such court or that such court provides an inappropriate forum.

8.9 Specific Performance.

The Parties agree that irreparable and ongoing Damages would occur in the event that any provision of this Agreement were not performed in accordance with its terms or otherwise was breached. Accordingly, each Party agrees that in the event of any actual or threatened breach of this Agreement by another Party, the non-breaching Party will be entitled, in addition to all other rights and remedies that it may have, to obtain injunctive or other equitable relief (including a temporary restraining order, a preliminary injunction and a final injunction) to prevent any actual or threatened breach of any of such provisions and to enforce such provisions specifically, without the necessity of posting a bond or other security or of proving actual Damages. The prevailing Party in any action commenced under this Section 8.9 (whether through

a monetary judgment, injunctive relief or otherwise) will be entitled to recover from the other Parties reimbursement for its reasonable legal fees and court costs incurred in connection with such action. Subject to any other provision hereof including, without limitation, Section 7.3 hereof, such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available hereunder at law or in equity to each of the Parties hereto.

8.10 Interpretation; Absence of Presumption.

8.10.1 The defined terms and headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. In this Agreement, except to the extent otherwise provided herein or that the context otherwise requires: (i) words used in the singular include the plural and words in the plural include the singular; (ii) reference to any gender includes the other gender; (iii) the words “include”, “includes” and “including” will be deemed to be followed by the words “without limitation”; (iv) the words “herein”, “hereof”, “hereto”, “hereunder” and words of similar import will be deemed references to this Agreement as a whole and not to any particular Section or other provision hereof; (v) reference to any Article, Section, Exhibit or Schedule will mean such Article or Section of, or such Exhibit or Schedule to, this Agreement, as the case may be, and references in any Section or definition to any clause means such clause of such Section or definition; (vi) reference to any Applicable Laws will mean such Applicable Laws (including all rules and regulations promulgated thereunder) as amended, modified, codified or reenacted, in whole or in part, and in effect at the time of determining compliance or applicability; and (vii) references to “\$” and “CDN” are to the lawful currency of Canada. Whenever the last day for the exercise of any privilege or the discharge or any duty hereunder will fall upon a day that is not a Business Day, the Party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day which is a Business Day.

8.10.2 Each Party acknowledges and agrees that the Parties have participated jointly in the negotiation and drafting of this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

8.10.3 In the event of any inconsistency between the statements in this Agreement and statements in the Yumy Disclosure Letter, the Fire River Disclosure Record or the other schedules referred to herein, the statements in this Agreement will control and the statements in the Yumy Disclosure Letter, the Fire River Disclosure Record and the other schedules referred to herein will be disregarded to the extent of such inconsistency.

8.11 Announcements.

None of the Parties may make a press release, public statement or announcement or other public disclosure in respect of this Agreement or the transactions contemplated in this Agreement without the prior written consent of the other Parties, unless required by Applicable Law or a Governmental Authority. Where such disclosure is required by Applicable Law or a Governmental Authority, the Party required to make such disclosure provide notice to the other Parties as soon as reasonably possible and shall to the extent possible consult with the other Parties with respect to the content and timing of such disclosure.

8.12 Entire Agreement.

This Agreement (including the Yumy Disclosure Letter, the Exhibits and the other schedules referred to herein and which form part hereof), the Amalgamation Agreement and the Amalgamation Application contain the complete agreement among the Parties and supersede any prior understandings, agreements or representations by or among the Parties, whether written or oral, with respect to the subject matter hereof and thereof. This Agreement may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties. There are no unwritten or oral agreements between the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the date first written above.

FIRE RIVER GOLD CORP.

By: "David Bentil"

Name: David Bentil

Title: Chief Executive Officer

1295304 B.C. Ltd.

By: "Yinshun He"

Name: Yinshun He

Title: Director

YUMY BEAR GOODS INC.

By: "Cassidy McCord"

Name: Cassidy McCord

Title: Director

Exhibit A
Form of Amalgamation Agreement

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made effective as of the ___ day of _____, 2021

BETWEEN:

FIRE RIVER GOLD CORP., a British Columbia company having its registered office at 400 – 837 West Hastings Street, Vancouver, BC V6C 1C8

(“**FIRE RIVER**”)

AND:

1295304 B.C. Ltd., a British Columbia company having its registered office at 25th Floor, 700 West Georgia Street, Vancouver, BC V7Y 1B3

(“**SUBCO**”)

AND:

YUMY BEAR GOODS INC., a British Columbia company having its registered office at 2404-838 West HSBC Building, Hastings Street, Vancouver, BC V6C 1C8

(“**YUMY**”)

WHEREAS pursuant to a business combination agreement dated April 1, 2021 among Fire River, SubCo and Yumy (the “**Yumy Business Combination Agreement**”), SubCo and Yumy (collectively, the “**Companies**”), have agreed to amalgamate (the “**Amalgamation**”) pursuant to the *Business Corporations Act*, SBC 2002, c 57, as amended (the “**Act**”) on the terms and conditions set out in the Yumy Business Combination Agreement and this Agreement,

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

- (1) In this Agreement, the expression “Amalgamated Company” shall mean the company continuing from the Amalgamation.
- (2) Each of the Companies agrees to amalgamate under the provisions of the Act and to continue as one company under the terms and conditions set out in this Agreement.
- (3) The name of the Amalgamated Company shall be “1295304 B.C. Ltd.”
- (4) The Amalgamation Application (including the Notice of Articles of the Amalgamated Company) shall contain the information set out in Schedule 1 to this Agreement.
- (5) The Articles of the Amalgamated Company shall be in the form set out in Schedule 2 to this Agreement, and the said Articles have been signed by the first director of the Amalgamated Company referred to herein.

- (6) The mailing and delivery addresses of the registered and records offices of the Amalgamated Company, until changed in accordance with the Act, shall be as set out in the Notice of Articles referred to in paragraph (4) of this Agreement.
- (7) The number of directors of the Amalgamated Company, until changed in accordance with the Articles of the Amalgamated Company, shall be 1. The full names and prescribed addresses of the first director of the Amalgamated Company is:

Full Name	Prescribed Address
Erica Williams	21841 48 Avenue, Langley, BC V3A 3N1

Such directors shall hold offices until he ceases to hold office as specified in the Act, or in the Articles of the Amalgamated Company. The directors shall carry on and continue the operations of the Amalgamated Company in such manner as they shall determine, subject to and in accordance with the Articles of the Amalgamated Company and the Act.

- (8) The full names and offices of the first officers of the Amalgamated Company are:

Name		Office Held
Erica Williams	-	21841 48 Avenue, Langley, BC V3A 3N1

The officers shall hold office at the pleasure of the directors of the Amalgamated Company.

- (9) The authorized share structure of the Amalgamated Company shall be the same as the authorized share structure of SubCo and shall consist of the classes of shares set out in the Notice of Articles referred to in paragraph (4) of this Agreement and the classes of shares shall have attached to them the special rights or restrictions set out in the Articles of the Amalgamated Company.
- (10) The one issued and outstanding common share of Subco registered in the name of Fire River (the "**Subco Share**") shall be exchanged for one fully paid and non-assessable common share of the Amalgamated Company and upon the completion of the Amalgamation the Subco Share shall be cancelled.
- (11) Each outstanding common share of Yumy ("**Yumy Shares**") shall be exchanged for one common share of Fire River (the "**Fire River Shares**"), following which the Yumy Shares shall be cancelled.
- (12) In consideration for the issuances of the Fire River Shares, the Amalgamated Company shall issue to Fire River one fully paid and non-assessable common share of the Amalgamated Company for each Fire River Share issued by Fire River,
- (13) After the Amalgamation becomes effective, each shareholder of any of the Companies who is entitled to receive shares of the Amalgamated Company in exchange for its shares in the particular Company, as set out herein, may at any time surrender the certificate or certificates representing the shares of the particular Company held by such shareholder to the Amalgamated Company, and in return shall be entitled to receive a certificate representing shares of the Amalgamated Company on the basis set out herein. Until such surrender and exchange, the share certificate or certificates representing shares of the particular Company held by each such shareholder, as applicable, shall be evidence of each such shareholder's right to be registered as a shareholder of the Amalgamated Company.
- (14) The financial year of the Amalgamated Company shall end on October 31 in each year until changed by the directors of the Amalgamated Company.
- (15) All obligations of each of the Companies immediately prior to the Amalgamation shall attach to the Amalgamated Company and the Amalgamated Company shall continue to be liable for them.

- (16) The Amalgamation shall take effect and go into operation effective 12:01 a.m. on the Effective Date (as defined in the Yumy Business Combination Agreement), if this Agreement has been approved as required by law and all necessary documentation has been filed with Registrar before that time, or at such later time, or time and date, as may be determined by the directors of the Companies when this Agreement shall have been adopted as required by law.
- (17) Upon the Amalgamation taking effect and thereafter, the Amalgamated Company shall be seized of and shall hold and possess all the properties, rights and interests of, and shall be subject to all the debts, liabilities and obligations of, each of the 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 Companies, respectively, immediately prior to the Amalgamation, and the director of the Amalgamated Company 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. The shareholders of each of the Companies shall be bound by the terms of this Agreement.
- (18) The Companies agree that they will, jointly and together, file with the Registrar the Amalgamation Application in accordance with the Yumy Business Combination Agreement.
- (19) Each of the Companies agrees to do, execute and deliver, and cause to be done, executed and delivered, all such further acts, deeds, documents and instruments as are necessary or desirable to give full force and effect to this Agreement.
- (20) This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All of these counterparts will for all purposes constitute one agreement, binding on the parties, notwithstanding that all parties are not signatories to the same counterpart. A fax transcribed copy or photocopy of this Agreement executed by a party in counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing party.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF each of the Companies have duly executed this Agreement effective the day and year first above written.

FIRE RIVER GOLD CORP.

Per: _____
Authorized Signatory

1295304 B.C. Ltd.

Per: _____
Authorized Signatory

YUMY BEAR GOODS INC.

Per: _____
Authorized Signatory

SCHEDULE 1

AMALGAMATION APPLICATION (AND NOTICE OF ARTICLES)

AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 275

Telephone: 1 877 526-1526
www.bcreg.ca

Mailing Address: PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3

Courier Address: 200 – 940 Blanshard Street
Victoria BC V8W 3E6

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 Manager of Registries Operations 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:

1295304 B.C. LTD.

The incorporation number of that company is: BC1295304

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. 1295304 B.C. LTD.	BC1295304	
2. YUMY BEAR GOODS INC.	BC1264745	
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. Yinshun Heon on behalf of 1295304 B.C. Ltd.	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. Erica Williams on behalf of Yummy Bear Goods Inc.	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.

1295304 B.C. LTD.

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	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Williams	Erica		BC	Canada	V3A 3N1
DELIVERY ADDRESS					
21841 48 Avenue, Langley					
MAILING ADDRESS					
same as above					
DELIVERY ADDRESS					
MAILING ADDRESS					
DELIVERY ADDRESS					
MAILING ADDRESS					
DELIVERY ADDRESS					
MAILING ADDRESS					
DELIVERY ADDRESS					
MAILING ADDRESS					

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE 25th Floor, 700 West Georgia Street, Vancouver	PROVINCE BC	POSTAL CODE V7Y 1K8
MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE 25th Floor, 700 West Georgia Street, PO Box 10026 Pacific Centre, Vancouver	PROVINCE BC	POSTAL CODE V7Y 1B3

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE 25th Floor, 700 West Georgia Street, Vancouver	PROVINCE BC	POSTAL CODE V7Y 1K8
MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE 25th Floor, 700 West Georgia Street, PO Box 10026 Pacific Centre, Vancouver	PROVINCE BC	POSTAL CODE V7Y 1B3

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	✓		✓				✓

SCHEDULE 2

ARTICLES

1295304 **B.C. Ltd.**
(the “Company”)

The Company has as its articles the following articles.

Full name and signature of each incorporator	Date of signing

Incorporation number: BC1295304

1295304 **B.C. Ltd.**
(the “Company”)

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1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (1) “**appropriate person**” has the meaning assigned in the *Securities Transfer Act*;
- (2) “**board of directors**”, “**directors**” and “**board**” mean the directors or sole director of the Company for the time being;
- (3) “**Business Corporations Act**” means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (4) “**Interpretation Act**” means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (5) “**legal personal representative**” means the personal or other legal representative of a shareholder;
- (6) “**protected purchaser**” has the meaning assigned in the *Securities Transfer Act*;
- (7) “**registered address**” of a shareholder means the shareholder’s address as recorded in the central securities register;
- (8) “**seal**” means the seal of the Company, if any;
- (9) “**securities legislation**” means statutes concerning the regulation of securities markets and trading in securities and the regulations, rules, forms and schedules under those statutes, all as amended from time to time, and the blanket rulings and orders, as amended from time to time, issued by the securities commissions or similar regulatory authorities appointed under or pursuant to those statutes; “**Canadian securities legislation**” means the securities legislation in Canada or any province or territory of Canada and includes the *Securities Act* (British Columbia); and “**U.S. securities legislation**” means the securities legislation in the federal jurisdiction of the United States and in any state of the United States and includes the Securities Act of 1933 and the Securities Exchange Act of 1934;
- (10) “**Securities Transfer Act**” means the *Securities Transfer Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act.

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 or inconsistency 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 or inconsistency 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*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, upon request and without charge, to (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 (an "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 or Acknowledgment and delivery of a share certificate or Acknowledgment to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all.

2.4 Delivery by Mail

Any share certificate or 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 Acknowledgement 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 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, Destroyed or Wrongfully Taken Certificate

If a person entitled to a share certificate claims that the share certificate has been lost, destroyed or wrongfully taken, the Company must issue a new share certificate, if that person:

- (1) so requests before the Company has notice that the share certificate has been acquired by a protected purchaser;
- (2) provides the Company with an indemnity bond sufficient in the Company's judgment to protect the Company from any loss that the Company may suffer by issuing a new certificate; and
- (3) satisfies any other reasonable requirements imposed by the directors.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, apparently destroyed or wrongfully taken if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the

shares represented by the certificate before receiving a notice of the loss, apparent destruction or wrongful taking of the share certificate.

2.7 Recovery of New Share Certificate

If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights on the indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

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

2.9 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 2.8, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.10 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 required by law or statute or these Articles 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, if any, 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 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

Subject to the *Business Corporations Act* and the *Securities Transfer Act*, a transfer of a share of the Company must not be registered unless the Company or the transfer agent or registrar for the class or series of share to be transferred has received:

- (1) in the case of a share certificate that has been issued by the Company in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
- (2) in the case of an Acknowledgment as defined in Article 2.3, in respect of the share to be transferred, a written instrument of transfer that directs that the transfer of the shares be registered, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;

- (3) in the case of a share that is an uncertificated share, a written instrument of transfer that directs that the transfer of the share be registered, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and
- (4) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser.

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 or the transfer agent for the class or series of shares to be transferred.

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 Acknowledgment, as defined in Article 2.3, 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 Acknowledgment, as defined in Article 2.3, in respect of 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 the case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, 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 of a shareholder, the directors may require the original grant of probate or letters of administration or a court certified copy of them or the original or a court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of the death under which title to the shares or securities is claimed to vest.

6.2 Rights of Legal Personal Representative

The legal personal representative of a shareholder 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, if appropriate evidence of appointment or incumbency within the meaning of s. 87 of the *Securities Transfer Act* has been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

7. ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares

Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series of shares 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 determined by the directors.

7.2 No Purchase, Redemption or Other Acquisition When Insolvent

The Company must not make a payment or provide any other consideration to purchase, redeem 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, Redeemed or Otherwise Acquired 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 the directors 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 the directors 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 special resolution:

- (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*;

and, if applicable, alter its Articles and Notice of Articles accordingly.

9.2 Special Rights or 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;

and alter its Articles and Notice of Articles accordingly.

9.3 Change of Name

The Company may by special resolution authorize an alteration to its Notice of Articles in order to change its name and may, by ordinary resolution or directors' resolution, 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 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, at any time, call a meeting of shareholders to be held at such time and place as may be determined by the directors.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution and any notice to consider approving an amalgamation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), 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 Notice of Resolution to Which Shareholders May Dissent

The Company must send to each of its shareholders, whether or not their shares carry the right to vote, a notice of any meeting of shareholders at which a resolution entitling shareholders to dissent is to be considered specifying the date of the meeting and containing a statement advising of the right to send a notice of dissent together with a copy of the proposed resolution 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.

10.6 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 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 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 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.

10.8 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting of shareholders 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 that entitlement or agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.9 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.

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) the setting of the remuneration of an auditor;
 - (h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (i) 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 general meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights or restrictions attached to the shares of any class or series of shares and to Article 11.4, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold 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 Persons Entitled to Attend Meeting

In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are 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, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the *Business Corporations Act* or these Articles to be present at the meeting; but if any of those persons does attend the meeting, 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 of shareholders 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 any 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 the 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 No Demand for Poll on Election of Chair

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 the 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 of shareholders, 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 of shareholders, 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 registered in respect of that share.

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 be received:
 - (a) 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 any adjourned meeting; or
 - (b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned 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 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (1) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;
- (2) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting;
- (3) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or
- (4) the Company is a public company or is a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of these Articles or to which the Statutory Reporting Company Provisions apply.

12.7 When Proxy Provisions Do Not Apply to the Company

If and for so long as the Company is a public company or is a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of these Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.8 to 12.16 apply only insofar as they are not inconsistent with any Canadian securities legislation applicable to the Company, any U.S. securities legislation applicable to the Company or any rules of an exchange on which securities of the Company are listed.

12.8 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 may, by proxy, appoint one or more proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.9 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.10 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 any adjourned meeting; or
- (2) unless the notice provides otherwise, be received at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

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

12.11 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 or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.12 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 undersigned):

Signed **[month, day, year]**

[Signature of shareholder]

[Name of shareholder—printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that 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 or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.14 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.

12.15 Chair May Determine Validity of Proxy

The chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Part 12 as to form, execution, accompanying documentation, time of filing or otherwise, shall be valid for use at such meeting and any such determination made in good faith shall be final, conclusive and binding upon such meeting.

12.16 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 directors' 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, subject to Article 14.8, 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 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) when his or her successor is elected or appointed; and
- (4) when 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 purpose of appointing directors up to that number or of calling 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; and
- (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.

17. INTERESTS OF DIRECTORS AND OFFICERS

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:

- (1) in person;
- (2) by telephone; or
- (3) with the consent of all directors who wish to participate in the meeting, by other communications medium;

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 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 or as provided in Article 18.7, 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 or, 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. Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

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 have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Article 18.12 may be by any written instrument, fax, e-mail or any other method of transmitting legibly recorded messages in which the consent of the director is evidenced, whether or not the signature of the director is included in the record. 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 the 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 during the intervals between meetings of the board of directors all of the directors' powers are delegated to the executive committee, 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 number 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 the 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) delegate to 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 think 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

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 Permitted Indemnification

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 or, if applicable, any former Companies Act or former Articles, does not invalidate any indemnity to which he or she is entitled under this Part 21.

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 Part 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 consider appropriate.

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 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 in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, 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 money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid 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 money 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 registered address of the shareholder, or in the case of joint shareholders, to the registered 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 Retained Earnings or Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or 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 retained earnings or surplus so capitalized or any part thereof.

23. ACCOUNTING RECORDS AND AUDITOR

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.

23.3 Remuneration of Auditor

The directors may set the remuneration of the auditor of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provide 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) unless the intended recipient is the auditor of the Company, 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) unless the intended recipient is the auditor of the Company, sending the record by e-mail to the e-mail 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

A notice, statement, report or other record that is:

- (1) 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;
- (2) faxed to a person to the fax number provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and
- (3) e-mailed to a person to the e-mail address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

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 capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with 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 such record to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Legal Personal Representatives and 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.

24.6 Undelivered Notices

If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Article 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

25. SEAL AND EXECUTION OF DOCUMENTS

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 or the signature of any other person as may be determined by the directors.

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 such persons as are authorized under Article 25.1 to attest the Company's seal 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.

25.4 Execution of Documents Generally

The directors may from time to time by resolution appoint any one or more persons, officers or directors for the purpose of executing any instrument, document or agreement in the name of and on behalf of the Company for

which the seal need not be affixed and, if no such person, officer or director is appointed, then any one officer or director of the Company may execute such instrument, document or agreement.

26. PROHIBITIONS

26.1 Definitions

In this Part 26:

- (1) “**security**” has the meaning assigned in the *Securities Act* (British Columbia);
- (2) “**transfer restricted security**” means:
 - (a) a share of the Company;
 - (b) a security of the Company convertible into shares of the Company;
 - (c) any other security of the Company which must be subject to restrictions on transfer in order for the Company to satisfy the requirement for restrictions on transfer under the “private issuer” exemption of Canadian securities legislation or under any other exemption from prospectus or registration requirements of Canadian securities legislation similar in scope and purpose to the “private issuer” exemption.

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 these Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Transfer Restricted Securities

No share or other transfer restricted 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.