

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 21st day of October, 2013.

BETWEEN:

ACME RESOURCES CORP., a corporation existing
under the laws of Ontario;

("Acme")

-and-

FORRESTER RESOURCES CORP., a corporation existing
under the laws of the Yukon Territory;

(the "Forrester")

WHEREAS Acme and Forrester are parties to a letter of intent dated October 4, 2013, whereby the parties have agreed to combine business operations.

AND WHEREAS Acme and Forrester have agreed to conduct the business combination by way of a three-cornered amalgamation, whereby Acme will incorporate a wholly-owned subsidiary ("**Acme Sub**"), Acme Sub and Forrester will amalgamate pursuant to section 187 of the *Business Corporations Act* (Yukon) and for such purpose Acme will issue certain of its securities to the securityholders of Forrester.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree with each other as follows:

ARTICLE I DEFINITIONS

1.1 **Definitions.** In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and terms set forth in this Article I shall have the following meanings:

- (a) "**Acme Options**" means the options issued by Acme as set out in Schedule "C" hereto;
- (b) "**Acme Shares**" means the common shares in the capital of Acme;
- (c) "**Acme Securities**" means, collectively, Exchange Shares, New Options, New Warrants and New Finder's Warrants;
- (d) "**Acme Sub**" has the meaning specified in the recitals;
- (e) "**Acme's Auditors**" means Collins Barrow Toronto LLP located at 11 King Street West, Suite 700, Toronto, Ontario M5H 4C7;
- (f) "**Acme's Business**" means operating as a CPC;
- (g) "**Acme's Financial Statements**" means (i) the audited condensed financial statements of Acme as at and for the fiscal years ended September 30, 2010, 2011 and 2012, together with the notes

thereto and the auditor's report thereon; and (ii) the unaudited condensed financial statements as at and for the nine months ended June 30, 2013;

- (h) "**Acquisition Proposal**" means any merger, amalgamation, consolidation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than a public offering of treasury shares) or similar transactions involving Acme, or a proposal to do so, excluding the transactions contemplated hereby;
- (i) "**Act**" means the *Business Corporations Act* (Yukon);
- (j) "**Affiliate**" means an affiliated body corporate within the meaning of the Act;
- (k) "**Agreement**" means this Agreement and all instruments supplemental hereto or in amendment or confirmation hereof; "herein", "hereof" and similar expressions mean and refer to this Agreement and not to any particular article, section, clause or subclause; and "Article", "Section", "clause" or "subclause" means and refers to the specified article, section, clause or subclause of this Agreement;
- (l) "**Amalco**" means the continuing corporation to be constituted upon completion of the Amalgamation to be named "Forrester Holdings Inc.";
- (m) "**Amalgamating Corporations**" means, collectively, Forrester and Acme Sub;
- (n) "**Amalgamation**" means the amalgamation of Forrester and Acme Sub pursuant to this Agreement in accordance with the Act;
- (o) "**Arm's Length**" has the same meaning ascribed thereto in the Tax Act;
- (p) "**Business Day**" means a day other than a Saturday or Sunday on which the principal commercial banks located in Toronto, Ontario, are open for business during normal banking hours;
- (q) "**Closing**" or "**Closing Date**" means the completion of the Amalgamation set forth herein, including the issuance of Acme Securities described herein, which shall take place on the Effective Date at the offices of Fogler, Rubinoff LLP in Toronto, Ontario;
- (r) "**Concurrent Financing**" means the non-brokered private placement financing of Forrester of units at a price of \$0.10 per unit to raise gross proceeds of a minimum of \$500,000 and a maximum of \$1.0 million, each unit consisting of one (1) Forrester Share and one-half (1/2) of a Forrester Warrant, each whole Forrester Warrant entitling the holder to acquire one (1) Forrester Share at a price of \$0.18 per Forrester Share for a period of 36 months;
- (s) "**CPC**" means a capital pool company listed on the TSXV;
- (t) "**CPC Filing Statement**" means the Filing Statement of the CPC prepared in accordance with the TSXV Form of Filing Statement (Form 3B2), which provides full, true and plain disclosure of all material facts relating to Acme and Forrester;
- (u) "**Effective Date**" means the date of Amalgamation as set forth in the certificate of amalgamation for Amalco;
- (v) "**Environmental Laws**" has the meaning specified in Section 4.3(ee);
- (w) "**Exchange Ratio**" has the meaning set forth in Section 3.1(a);

- (x) **"Exchange Shares"** means Acme Shares which are to be issued from the treasury of Acme on the Effective Date in exchange for the issued and outstanding Forrester Shares in accordance with the Exchange Ratio;
- (y) **"Forrester"** means Forrester Resources Corp.;
- (z) **"Forrester Convertible Securities"** means, collectively, Forrester Options, Forrester Warrants and Forrester Finder's Warrants;
- (aa) **"Forrester Finder's Warrants"** means, collectively, (i) up to 300,000 finder's warrants to be issued by Forrester under the Private Placement, with each finder's warrant exercisable at a price of \$0.08 for a period of 12 months, and consisting of one (1) Forrester Share and one-half (1/2) of a Forrester Warrant, with each whole Forrester Warrant exercisable at a price of \$0.18 for a period of 36 months; and (ii) up to 600,000 finder's warrants to be issued by Forrester under the Concurrent Financing, with each finder's warrant exercisable at a price of \$0.10 for a period of 12 months, and consisting of one (1) Forrester Share and one-half (1/2) of a Forrester Warrant, with each whole Forrester Warrant exercisable at a price of \$0.18 for a period of 36 months;
- (bb) **"Forrester Options"** means the options issued by Forrester as set out in Schedule "B1" hereto;
- (cc) **"Forrester Shares"** means fully paid and non-assessable common shares in the capital of Forrester;
- (dd) **"Forrester Shareholders"** means all of the shareholders referred to in Schedule "A" attached hereto, and includes the holders of the Forrester Shares to be issued pursuant to the Private Placement and the Concurrent Financing;
- (ee) **"Forrester Warrants"** means the warrants issued by Forrester, which entitle the holder to subscribe for and acquire Forrester Shares as set out in Schedule B2, and includes the Forrester Warrants to be issued pursuant to the Private Placement and the Concurrent Financing;
- (ff) **"Forrester's Assets"** means all of Forrester's material assets including: (i) the rights, privileges and benefits arising under Forrester's contracts; and (ii) those assets set out in Forrester's Financial Statements;
- (gg) **"Forrester's Business"** means the business previously and heretofore carried on by Forrester and Forrester's Subsidiary relating to the exploration and development of gold and other mineral mining projects in Peru;
- (hh) **"Forrester's Financial Statements"** means (i) the audited consolidated financial statements of Forrester as at and for the fiscal years ended December 31, 2010, 2011 and 2012, together with the notes thereto and the auditor's report thereon; and (ii) the unaudited consolidated financial statements as at and for the nine months ended September 30, 2013;
- (ii) **"Forrester's Properties"** means Forrester's Assets used in Forrester's Business;
- (jj) **"Forrester's Subsidiary"** means Compania Minera Aurifera del Norte S.A.C., the wholly-owned Peruvian subsidiary of Forrester;
- (kk) **"Generally Accepted Accounting Principles"** means accounting principles generally accepted in Canada as adopted by the Canadian Institute of Chartered Accountants from time to time, provided that, in respect of any financial year beginning on or after January 1, 2011, **"Generally Accepted Accounting Principles"** shall mean International Financial Reporting Standards;

- (ll) "**Material Fact**" in relation to any party hereto includes, without limitation, any fact that significantly affects, or would reasonably be expected to have a significant effect on, the market price or value of the shares of such party;
- (mm) "**Merger Proposal**" means any merger, amalgamation, consolidation, arrangement, business combination, recapitalization, take-over bid, sale of material assets, material sale of treasury shares or rights or interests therein or thereto (other than a public offering of treasury shares) or similar transactions involving Forrester, or a proposal to do so, excluding the transactions contemplated hereby;
- (nn) "**New Options**" means the options to be issued by Acme on the Effective Date in exchange for the issued and outstanding Forrester Options in accordance with the Exchange Ratio;
- (oo) "**New Warrants**" means the warrants to be issued by Acme on the Effective Date in exchange for all Forrester Warrants in accordance with the Exchange Ratio;
- (pp) "**New Finder's Warrants**" means the finder's warrants to be issued by Acme on the Effective Date in exchange for all Forrester Finder's Warrants in accordance with the Exchange Ratio;
- (qq) "**New Finder's Underlying Warrants**" means the common share purchase warrants underlying the New Finder's Warrants;
- (rr) "**Option Agreement**" means Mining Option Agreement dated effective December 13, 2011 between Minera Forrester S.A.C, Compania Minera Aurifera del Norte S.A.C. and Vena Resources Ltd.;
- (ss) "**Person**" means any individual, corporation, partnership, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (tt) "**Private Placement**" means the non-brokered private placement of Forrester of units at a price of \$0.08 per unit to raise gross proceeds of up to \$400,000, each unit consisting of one (1) Forrester Share and one-half (1/2) of a Forrester Warrant, each whole Forrester Warrant entitling the holder to acquire one (1) Forrester Share at a price of \$0.18 per Forrester Share for a period of 36 months;
- (uu) "**Securities Acts**" means the *Securities Act* (Alberta), the *Securities Act* (British Columbia) and the *Securities Act* (Ontario), as each act may be amended from time to time, and any successors thereto;
- (vv) "**Tax Act**" means the *Income Tax Act* (Canada), as it may be amended from time to time, and any successor thereto. Any reference herein to a specific section or sections of the Tax Act, or regulations promulgated thereunder, shall be deemed to include a reference to all corresponding provision of future law;
- (ww) "**Tax Laws**" shall mean the Tax Act and any applicable provincial, or foreign income taxation statute(s), as from time to time amended, and any successors thereto;
- (xx) "**Termination Date**" means December 31, 2013 or such later date as the parties may agree;
- (yy) "**Third Party**" means any Person other than the parties to this Agreement; and
- (zz) "**TSXV**" means the TSX Venture Exchange.

1.2 **Currency.** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in Canadian funds.

1.3 **Tender.** Any tender of documents or money hereunder may be made upon the parties or their respective counsel and money may be tendered by bank draft or by certified cheque.

1.4 **Number and Gender.** Where the context requires, words imparting the singular shall include the plural and vice versa, and words imparting gender shall include all genders.

1.5 **Headings.** Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and shall not be considered part of this Agreement or affect the construction or interpretation of any provision hereof.

1.6 **Schedules.** The Schedules to this Agreement shall be construed with and be considered an integral part of this Agreement to the same extent as if the same had been set forth *verbatim* herein. The following Schedules are attached hereto:

Schedule "A"	Forrester Shareholders
Schedules "B1" and "B2"	Forrester Options and Forrester Warrants
Schedule "C"	Acme Options

1.7 **Accounting Terms.** All accounting terms not specifically defined herein shall be construed in accordance with Generally Accepted Accounting Principles.

ARTICLE II AMALGAMATION

2.1 **Incorporation of Acme Sub.** Acme agrees to immediately cause Acme Sub to be incorporated under the Act.

2.2 **Adhesion by Acme Sub to this Agreement.** Acme shall cause Acme Sub to agree to be bound by the terms of this Agreement as if it were an original signatory hereto.

2.3 **Agreement to Amalgamate.** Forrester hereby agrees to and Acme hereby agrees to cause Acme Sub to agree to amalgamate pursuant to the provisions of Section 187 of the Act as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

2.4 **Name.** The name of Amalco shall be Forrester Holdings Inc.

2.5 **Registered Office.** The registered office of Amalco shall be Suite 300-204 Black St., Whitehorse, YT Y1A 2M9.

2.6 **Authorized Capital.** Amalco shall be authorized to issue an unlimited number of common shares which shall have the rights, privileges, restrictions and conditions set forth in the Articles of Amalgamation.

2.7 **Number of Directors.** The board of directors of Amalco shall, until otherwise changed in accordance with the Act, consist of a minimum number of one (1) and a maximum number of ten (10) directors.

2.8 **Business.** There shall be no restrictions on the business which Amalco is authorized to carry on.

2.9 **Initial Directors.** The first directors of Amalco shall be persons whose names and residential addresses appear below:

<u>Name</u>	<u>Address</u>	<u>Resident Canadian</u>
Martin Walter	[REDACTED]	Yes
Harry Burgess	[REDACTED]	Yes
Eric Lowy	[REDACTED]	Yes

Such directors shall hold office until the next annual meeting of shareholders of Amalco or until their successors are elected or appointed.

2.10 **Amalgamation.** On the Effective Date subject to Article III, the issued Forrester Securities held by securityholders thereof will be cancelled and such securityholders of Forrester shall receive Acme Securities as set forth in Article III.

2.11 **By-Laws.** The by-laws of Amalco, until repealed, amended or altered, shall be the by-laws of Forrester.

2.12 **Filing of Documents.** Upon the shareholders of each of the Amalgamating Corporations approving this Agreement by special resolution in accordance with the Act, the Amalgamating Corporations shall jointly file with the Director under the Act, articles of amalgamation and such other documents as may be required.

2.13 **Stated Capital.** The stated capital of Amalco, immediately after the Amalgamation becomes effective shall be equal to the aggregate stated capital of each of the Amalgamating Corporations.

ARTICLE III ISSUANCE OF ACME SECURITIES

3.1 **Issuance of Acme Securities.** In consideration of the agreement of the parties and their respective shareholders to the actions set forth herein, on the Effective Date:

- (a) Acme shall issue to Forrester Shareholders (i) 10,503,253 fully paid, issued and outstanding Exchange Shares in accordance with the exchange ratio (the "**Exchange Ratio**") of 1.5 Exchange Shares for each one (1) Forrester Share issued and outstanding; and (ii) a number of additional Exchange Shares in exchange for the Forrester Shares to be issued pursuant to the Private Placement and the Concurrent Financing;
- (b) Acme shall issue to holders of Forrester Options 525,000 New Options in exchange for the Forrester Options outstanding on substantially the same terms and conditions as so provided by Forrester Options as disclosed in Schedule "B1" hereto, though subject to an adjustment to the exercise price (whereby the exercise price will be divided by 1.5 in accordance with the Exchange Ratio);
- (c) Acme shall issue to the holders of Forrester Warrants (i) 2,178,750 New Warrants (all of which are set out at Schedule "B2"); and (ii) a number of additional New Warrants in exchange for the Forrester Warrants to be issued pursuant to the Private Placement and the Concurrent Financing; all on substantially the same terms and conditions as so provided by the Forrester Warrants, subject to an adjustment to the exercise price (whereby the exercise price will be divided by 1.5 in accordance with the Exchange Ratio);
- (d) Acme shall issue to the holders of Forrester Finder's Warrants a number of New Finder's Warrants in exchange for the Forrester Finder's Warrants to be issued pursuant to the Private Placement and the Concurrent Financing on substantially the same terms and conditions as so provided by Forrester Finder's Warrants, subject to an adjustment to the exercise price of the New Finder's

Underlying Warrants (whereby the exercise price will be divided by 1.5 in accordance with the Exchange Ratio).

3.2 **Exchange Shares Issued on an Exercise of Forrester Convertible Securities.** Acme shall issue Exchange Shares on the same basis as provided in subsection 3.1(a) to the Forrester Shareholders who receive said Forrester Shares after the execution of the Agreement pursuant to an exercise of a Forrester Convertible Security.

3.3 **Fractional Shares.** No fractional Exchange Shares shall be issued by Acme pursuant to this Agreement. Any exchange that results in less than a whole number of Exchange Shares shall be rounded up to the next whole number.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of Acme.** Acme hereby represents and warrants to Forrester that:

- (a) Acme and Acme Sub are or will be on Closing corporations incorporated and subsisting under the laws of their respective jurisdiction of incorporation, have all requisite corporate power to own their respective properties and to conduct their respective business as it is presently being or will be conducted and are or will be registered or otherwise qualified to carry on business in all jurisdictions in which the nature of their assets or business makes such registration or qualification necessary or advisable;
- (b) subject to obtaining any required regulatory approvals, as applicable, Acme has full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the actions and transactions contemplated in this Agreement; all necessary corporate action has been taken, or will be taken prior to the Effective Date, by or on the part of Acme and Acme Sub to authorize the execution and delivery of this Agreement, including, in the case of Acme Sub, approval of the Amalgamation by special resolution of its shareholders, and the taking, performing or executing of such proceedings, acts and instruments as are necessary or advisable for consummating the actions and transactions contemplated in this Agreement and for fulfilling their respective obligations hereunder;
- (c) this Agreement has been duly executed and delivered on behalf of Acme and constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, reorganization or other laws relating to the enforcement of creditors' rights generally;
- (d) neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
 - (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
 - (1) any of the constating documents or by-laws of Acme or Acme Sub; or
 - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which Acme or Acme Sub is a party of or by which either of them is bound; or
 - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of Acme or Acme Sub or any party to any agreement to which

Acme or Acme Sub is a party or by which Acme or Acme Sub is bound, except as shall have been obtained prior to Closing;

- (e) the authorized capital of Acme consists of an unlimited number of common shares, of which 2,101,950 are presently issued and outstanding. All of the presently issued and outstanding common shares of Acme have been validly allotted and issued and are outstanding as fully-paid and non-assessable shares;
- (f) the authorized capital of Acme Sub will consist of an unlimited number of common shares, of which one share will be issued and outstanding on the Effective Date. Acme will be the legal and beneficial owner of all of such issued and outstanding shares;
- (g) except as disclosed in Schedule "C", no Person has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase from Acme of any Acme Shares or for the subscription, allotment or issuance of any unissued shares in the capital of Acme;
- (h) the books and records of Acme fairly and correctly set out and disclose in all material respects, the financial position of Acme as at the dates thereof and all material financial transactions of Acme relating to Acme's Business have been accurately recorded in such books and records;
- (i) Acme does not have any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of Acme and, at Closing, Acme will have originals or copies of all such records, systems, controls, data or information in its possession or control;
- (j) Acme's Financial Statements fairly present the financial position of Acme as at the dates indicated therein and fairly present the results of operations for the periods ended on such dates, all in accordance with Generally Accepted Accounting Principles consistently applied throughout the period covered thereby, save and except as stated therein. Acme's books of account reflect all items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (k) as of the date hereof, the board of directors of Acme, after considering this Agreement and the transactions contemplated herein, has determined unanimously that this Agreement and the transactions contemplated herein are fair to Acme's security holders and are in the best interests of Acme;
- (l) save and except for matters which are disclosed in Acme's Financial Statements or otherwise expressly set out in this Agreement, Acme has not (nor has it agreed to):
 - (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of business;
 - (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on Acme's Financial Statements, other than in the ordinary course of business;
 - (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;

- (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible other than the usual security granted to secure a bank line of credit;
 - (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets (excluding inventory) whether or not in the ordinary course of business;
 - (vi) increased materially the compensation payable or to become payable to any of its officers, directors or employees, or in any bonus payment to or arrangement made with any officer, director or employee, or made any material changes in its personnel policies or employee benefits;
 - (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a material adverse effect on the business, prospects or financial condition of Acme;
 - (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices;
 - (ix) changed its credit policy as to provision of services, sales of inventories or collection or accounts receivable except as dictated by competitive conditions;
 - (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the properties, business or prospects of Acme;
 - (xi) entered into any transaction, contract or commitment other than in the ordinary course of business except for the transactions set forth in this Agreement;
 - (xii) made or authorized any capital expenditures in excess of \$5,000.00 in the aggregate;
 - (xiii) issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto except as otherwise disclosed in Schedule "C" hereto; or
 - (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or prospects, and Acme has no knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects, and has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise;
- (m) the corporate records and minute books of Acme as provided to Forrester or its legal counsel contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of Acme, including all by-laws and resolutions passed by the board of directors and shareholders of Acme since the incorporation of Acme; and all such meetings were duly called and held. The shareholders' list maintained by Acme's registrar and transfer agent provided to Forrester is, to the best of Acme's knowledge, complete and accurate in all respects as it relates to registered shareholders;
- (n) except for the Acme Sub, Acme does not and will not as of Closing hold or own, beneficially or otherwise, any securities of any other corporate entity;
- (o) Acme does not operate or engage in any business activities, operations or management of any nature or kind whatsoever other than Acme's Business;

- (p) except as expressly referred to in Acme's Financial Statements or previously disclosed in writing to Forrester,
- (i) Acme does not have outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever and Acme is not bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever, and
 - (ii) Acme is not a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (q) since incorporation, no payments have been made or authorized by Acme to its officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, reflected in Acme's Financial Statements or made in the ordinary course of business and at the regular rates payable to them of salary, pension, bonuses or other remuneration of any nature;
- (r) Acme has filed all tax returns required to be filed by it prior to the date hereof in all applicable jurisdictions and has paid, collected and remitted all taxes, customs duties, tax instalments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by it at present. All such tax returns properly reflect, and do not in any respect understate the income, taxable income or the liability for taxes of Acme in the relevant period and the liability of Acme for the collection, payment and remittance of tax under applicable Tax Laws;
- (s) adequate provision has been made in Acme's Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by Acme for all periods up to the date of the balance sheets comprising part of Acme's Financial Statements;
- (t) Acme has withheld and remitted all amounts required to be withheld and remitted by it in respect of any taxes, governmental charges or assessments in respect of any taxable year or portion thereof up to and including September 30, 2013;
- (u) there are no actions, suits or other proceedings, investigations or claims in progress or pending and, to the best of Acme's belief and knowledge, there are no actions, suits or other proceedings or investigations or claims threatened, against Acme in respect of any taxes, governmental charges or assessments and no waivers have been filed by Acme with any taxing authority;
- (v) Acme is conducting and has always conducted Acme's Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which Acme's Business is carried on, is not currently in breach of any such laws, rules or regulations and is duly licenced, registered or qualified in each jurisdiction in which Acme owns or leases property or carries on Acme's Business, to enable Acme's Business to be carried on as now conducted;
- (w) other than the filing of articles of amalgamation and receipt of the required regulatory approvals, no consent, licence, approval, order or authorization of, or registration, filing or declaration with any governmental authority that has not been obtained or made by Acme and no consent of any Third Party is required to be obtained by Acme in connection with the execution, delivery and performance by Acme of this Agreement or the consummation of the transactions contemplated hereby;
- (x) there is no action, lawsuit, claim, proceeding, or investigation pending or, to the best knowledge of Acme, threatened against, relating to or affecting Acme before any court, government agency, or any arbitrator of any kind, and Acme is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not

presently outstanding against Acme any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting Acme in connection with Acme's Business;

- (y) there is not now outstanding any arrangement (contractual or otherwise) between Acme and any Person which will or may be, terminated or, to the best of the knowledge of Acme, prejudicially affected as a result of the Amalgamation contemplated herein;
- (z) no employee has made any claim or, to the best of Acme's knowledge, has any basis for any action or proceeding against Acme, arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or worker's compensation;
- (aa) Acme has not made any agreements with any labour union or employee association nor made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;
- (bb) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of Acme's employees by way of certification, interim certification, voluntary recognition, designation or successor rights;
- (cc) Acme is not a party to any lease or agreement in the nature of a lease, whether as lessor or lessee;
- (dd) Acme does not currently own any material insurable assets and does not currently maintain any policies of insurance;
- (ee) except as previously disclosed in writing to Forrester, there are no outstanding written or oral employment contracts, sales, services, management or consulting agreements, employee benefit or profit-sharing plans, or any bonus arrangements with any employee of Acme, nor are there any outstanding oral contracts of employment which are not terminable on the giving of reasonable notice in accordance with applicable law. There are no pension or retirement plans established by or for Acme for the employees of Acme's Business;
- (ff) Acme is a reporting issuer under the Securities Acts and is not in default of any requirement of such Securities Acts; and
- (gg) no representation or warranty made by Acme in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. Acme does not know of any fact which, if known to Forrester, would deter them from consummating the transactions contemplated herein.

4.2 No investigations made by or on behalf of Forrester at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by Acme herein or pursuant hereto and no waiver by Forrester of any condition, in whole or in part, shall operate as a waiver of any other conditions.

4.3 **Representations and Warranties of Forrester.** Forrester hereby represents and warrants to Acme that:

- (a) Forrester is a corporation incorporated and subsisting under the laws of the Yukon Territory, has all legal capacity and requisite corporate power to own its properties and to conduct its business as it is presently being conducted, and is duly registered or otherwise qualified to carry on business in all jurisdictions in which the nature of its assets or business makes such registration or qualification necessary or advisable;

- (b) Forrester's Subsidiary is a corporation properly formed and subsisting under the laws of its jurisdiction of incorporation, has all legal capacity and requisite corporate power to own its properties and conduct its business as presently being conducted by it, and is duly registered or otherwise qualified to carry on business in all jurisdictions in which the nature of its assets or businesses make such registration or qualification necessary or advisable;
- (c) Forrester Shareholders are the only registered owners of all of the issued and outstanding Forrester Shares, which Forrester Shares constitute all of the issued and outstanding shares in the capital of Forrester, free and clear of all liens, charges, pledges, security interests, demands, adverse claims, rights or any other encumbrances whatsoever and no Person has any right, option, agreement or arrangement capable of becoming an agreement for the acquisition of any of Forrester Shares or any interest therein from Forrester Shareholders;
- (d) Forrester has the full legal capacity and corporate power to enter into this Agreement and to take, perform or execute all proceedings, acts and instruments necessary or advisable to consummate the other actions and transactions contemplated in this Agreement and to fulfill its obligations under this Agreement;
- (e) this Agreement has been duly executed and delivered by Forrester and this Agreement constitutes a legal, valid and binding obligation of Forrester enforceable against Forrester in accordance with its terms, except as such terms may be limited by bankruptcy, insolvency, re-organization or other laws relating to the enforcement of creditors' rights generally;
- (f) neither the execution, nor delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor compliance with and fulfillment of the terms and provisions of this Agreement will:
 - (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under:
 - (1) any of the constating documents or by-laws of Forrester; or
 - (2) any instrument, agreement, mortgage, judgment, order, award, decree or other instrument or restriction to which Forrester is a party or by which Forrester is bound; and
 - (ii) except as otherwise described herein, require any affirmative approval, consent, authorization or other order or action by any court, governmental authority or regulatory body or by any creditor of Forrester or any party to any agreement to which Forrester is a party or by which Forrester is bound, except as shall have been obtained prior to Closing;
- (g) except as disclosed in Schedule "B" or as may be issued by Forrester pursuant to the Private Placement and the Concurrent Financing, no person, firm or corporation has any agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, including convertible securities, warrants or convertible obligations of any nature, for the purchase of any unissued shares in the securities of Forrester or Forrester's Subsidiary;
- (h) the authorized capital of Forrester is an unlimited number of common shares of which 7,002,169 shares are presently validly issued and outstanding as fully paid and non-assessable shares in the capital of Forrester and such shares have been issued in accordance with applicable prospectus and dealer registration exemptions from applicable securities laws;

- (i) the books and records of Forrester fairly and correctly set out and disclose in all material respects, the financial position of Forrester as at the dates thereof and all material financial transactions of Forrester relating to Forrester's Business have been accurately recorded in such books and records;
- (j) Forrester does not have any of its records, systems, controls, data or information recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which (including all means of access thereto and therefrom) are not under the exclusive ownership and direct control of Forrester, and at Closing, Forrester will have originals or copies of all such records, systems, controls data or information in its possession or control;
- (k) Forrester is the registered and beneficial holder of all of the issued and outstanding shares of Compania Minera Aurifera del Norte S.A.C.;
- (l) the issued and outstanding shares of Forrester's Subsidiary are held free and clear of all liens, mortgages, charges, pledges, security interests, demands, adverse claims, rights or any other encumbrances whatsoever and no Person has or at Closing will have any right, option, agreement or arrangement capable of becoming an agreement for the acquisition of any of the shares in the capital of Forrester's Subsidiary or any interest therein, issued or otherwise, from Forrester;
- (m) the Option Agreement is a legal, valid and binding obligation of Forrester, which is entitled to all benefits therefrom, and to which Forrester has fulfilled all obligations related thereto, and Forrester is not in default of any of the terms and conditions set forth therein;
- (n) save and except for matters which are disclosed in Forrester's Financial Statements or otherwise expressly set out in this Agreement, neither Forrester nor Forrester's Subsidiary has (nor has any of them agreed to):
 - (i) incurred any debts, obligations or liabilities (absolute, accrued, contingent or otherwise and whether due or to become due), except debts, obligations and liabilities incurred in the ordinary course of business;
 - (ii) discharged or satisfied any liens or paid any obligation or liability other than liabilities shown on Forrester's Financial Statements, other than in the ordinary course of business;
 - (iii) declared or made any payment, distribution or dividend based on its shares or purchased, redeemed or otherwise acquired any of the shares in its capital or other securities or obligated itself to do so;
 - (iv) mortgaged, pledged or subjected to lien or other security interest any of its assets, tangible or intangible other than the usual security granted to secure a bank line of credit;
 - (v) sold, assigned, leased, transferred or otherwise disposed of any of its assets (excluding inventory) having either a book value or fair market value in excess of \$5,000.00, whether or not in the ordinary course of business, except for transactions involving Forrester's Properties previously disclosed to Acme;
 - (vi) increased materially the compensation payable or to become payable by Forrester or Forrester's Subsidiary to any of its officers, directors or employees, or in any bonus payment to or arrangement made with any officer, director or employee, or made any material changes in the personnel policies or employee benefits of Forrester or Forrester's Subsidiary;

- (vii) cancelled, waived, released or compromised any debt, claim or right resulting in a material adverse effect on the business, prospects or financial condition of Forrester or Forrester's Subsidiary;
 - (viii) significantly altered or revised any of its accounting principles, procedures, methods or practices;
 - (ix) changed its credit policy as to provision of services, sales of inventories or collection or accounts receivable except as dictated by competitive conditions;
 - (x) suffered any material damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the properties, business or prospects of Forrester or Forrester's Subsidiary;
 - (xi) entered into any transaction, contract or commitment other than in the ordinary course of business except for the transactions set forth in this Agreement;
 - (xii) made or authorized any capital expenditures in excess of \$5,000.00 in the aggregate except for commitments made in respect of Forrester's Properties previously disclosed to Acme;
 - (xiii) issued or sold any shares in its capital stock or other securities, or granted any options with respect thereto; or
 - (xiv) suffered or experienced any material adverse change in, or event or circumstance affecting, the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business, operations or and Forrester has no knowledge, information or belief of any fact, event or circumstances which might reasonably be expected to affect materially and adversely the condition (financial or otherwise) of its properties, assets, liabilities, earnings, business operations or prospects and it has not changed any shares of its capital stock, whether by way of reclassification, stock split or otherwise;
- (o) Forrester's Financial Statements fairly present the financial position of Forrester and Forrester's Subsidiary as at the date thereof and fairly present the results of operations for the periods ended on such dates, all in accordance with Generally Accepted Accounting Principles consistently applied throughout the period covered thereby, save and except as stated therein. Forrester's and Forrester's Subsidiary's books of account reflect items of income and expense and all assets and liabilities and accruals required to be reflected therein;
- (p) the corporate records and minute books of Forrester as provided to Acme or its legal counsel contain complete and accurate minutes of all meetings of and corporate actions or written consents by the directors and shareholders of Forrester, including all by-laws and resolutions passed by the board of directors and shareholders of Forrester since the incorporation of Forrester and all such meetings were duly called and held;
- (q) neither Forrester nor Forrester's Subsidiary operates or engages in any business activities, operations or management of any nature or kind whatsoever other than Forrester's Business;
- (r) except as expressly referred to in Forrester's Financial Statements,
- (i) neither Forrester nor Forrester's Subsidiary has any outstanding any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever and neither Forrester nor Forrester's Subsidiary is bound under any agreement to create, issue or incur any bonds, debentures, mortgages, notes or other similar indebtedness or liabilities whatsoever; and

- (ii) neither Forrester nor Forrester's Subsidiary is a party to or bound by any agreement of guarantee, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.
- (s) since incorporation, no payments have been made or authorized by Forrester or Forrester's Subsidiary to their officers, directors, employees, shareholders or former directors, officers, employees or shareholders or to any person not dealing at Arm's Length with any of the foregoing, except those expressly disclosed herein, reflected in Forrester's Financial Statements or made in the ordinary course of business and at the regular rates payable to them of salary, pension, bonuses or other remuneration of any nature;
- (t) Forrester and Forrester's Subsidiary have not filed all tax returns required to be filed by them prior to the date hereof in all applicable jurisdictions. To the best of their information and belief, Forrester and Forrester's Subsidiary have paid, collected and remitted all taxes, customs duties, tax installments, levies, assessments, reassessments, penalties, interest and fines due and payable, collectible or remittable by them at present.;
- (u) adequate provision has been made in Forrester's Financial Statements for all taxes, governmental charges and assessments, including interest and penalties thereon, payable by Forrester and Forrester's Subsidiary for all periods up to the date of the balance sheets comprising part of Forrester's Financial Statements;
- (v) there are no actions, suits or other proceedings, investigations or claims in progress or pending and, to the best of Forrester's belief and knowledge, there are no actions, suits or other proceedings or investigations or claims threatened, against Forrester or Forrester's Subsidiary in respect of any taxes, governmental charges or assessments. No waivers have been filed by Forrester or Forrester's Subsidiary with any taxing authority;
- (w) Forrester and Forrester's Subsidiary are conducting and have always conducted Forrester's Business in substantial compliance with all applicable laws, rules and regulations of each jurisdiction in which Forrester's Business is carried on, are not currently in breach of any such laws, rules or regulations and are duly licenced, registered or qualified, in each jurisdiction in which Forrester or Forrester's Subsidiary owns or leases property or carries on Forrester's Business, to enable Forrester's Business to be carried on as now conducted and its property and assets to be owned, leased and operated, and all such licences, registrations and qualifications are valid and subsisting and in good standing and none of the same contains any burdensome term, provision, condition or limitation which has or may have an adverse effect on the operation of Forrester's Business;
- (x) all private placements of Forrester Shares, Forrester Warrants and Forrester Finder's Warrants have been or will be completed in accordance with all applicable securities regulations;
- (y) no employee has made any claim or, to the best of Forrester's knowledge, has any basis for any action or proceeding against Forrester or Forrester's Subsidiary, arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or worker's compensation;
- (z) neither Forrester nor Forrester's Subsidiary has made any agreements with any labour union or employee association nor made any commitments to or conducted any negotiations with any labour union or employee association with respect to any future agreements;
- (aa) no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the employees of Forrester or Forrester's Subsidiary by way of certification, interim certification, voluntary recognition, designation or successor rights;

- (bb) there is no action, lawsuit, claim, proceeding, or investigation pending or, to the best knowledge of Forrester, threatened against, relating to or affecting Forrester or Forrester's Subsidiary before any court, government agency, or any arbitrator of any kind. Forrester is not aware of any existing ground on which any such proceeding might be commenced with any reasonable likelihood of success and there is not presently outstanding against Forrester or Forrester's Subsidiary any judgment, decree, injunction, rule or order of any court, governmental agency, or arbitrator relating to or affecting Forrester, Forrester's Subsidiary, Forrester's Assets or Forrester's Business;
- (cc) there is not now outstanding any arrangement (contractual or otherwise) between Forrester or Forrester's Subsidiary and any Person which will or may be, terminated or, to the best knowledge of Forrester, prejudicially affected as a result of the Amalgamation contemplated herein;
- (dd) no representation or warranty made by Forrester in this Agreement and no statement made in any schedule, exhibit, certificate or other document furnished pursuant to this Agreement, contains, or will contain, any untrue statement of a Material Fact or omits, or will omit, to state any Material Fact necessary to make such representation or warranty or any such statement not misleading. Forrester does not know of any fact which, if known to the other parties hereto would deter them from consummating the transactions contemplated herein;
- (ee) to the best of Forrester's knowledge, except to the extent that any violation or other matter referred to in this subparagraph does not have a material adverse effect on Forrester, in respect of Forrester:
- (i) it is not in violation of any applicable federal, provincial, state, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental health or safety matters (collectively, the "**Environmental Laws**");
 - (ii) it has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of the Environmental Laws;
 - (iii) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Forrester that have not been remedied;
 - (iv) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business and assets of Forrester;
 - (v) it has not failed to report to the proper federal, provincial, state, municipal or other political subdivision, government, commission, board, bureau, agency or instrumentality, domestic or foreign, the occurrence of any event which is required to be so reported by any Environmental Laws; and
 - (vi) it holds all licenses, permits and approvals required under any Environmental Laws in connection with the operations of its business and the ownership and use of its assets, all such licenses, permits and approvals are in full force and effect, and Forrester has not received any notification pursuant to any Environmental Laws that any work, repairs, construction, or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any license, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated.
- (ff) Forrester has conducted and is conducting its business in accordance with good mining practices and in compliance in all material respects with all applicable laws, rules, regulations and, in

particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirements of any governmental or regulatory bodies applicable to Forrester in each jurisdiction in which it carries on business;

- (gg) Forrester is not a party to any unanimous shareholders agreement, pooling agreement, voting trust or other similar type of arrangement in respect of the outstanding securities of Forrester.

4.4 No investigations made by or on behalf of Acme at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by Forrester herein or pursuant hereto and no waiver by Acme of any condition, in whole or in part, shall operate as a waiver of any other condition.

ARTICLE V COVENANTS

5.1 **General Covenants of Acme.** Acme covenants and agrees that, unless otherwise contemplated herein, Acme shall:

- (a) take all requisite action to:
 - (i) approve this Agreement;
 - (ii) immediately cause Acme Sub to be incorporated under the Act and cause Acme Sub to be bound by the terms of this Agreement as if it were an original signatory hereto; and
 - (iii) approve such actions as the other parties hereto may determine to be necessary or desirable for the purposes hereof;
- (b) in consultation with Forrester and their counsel, prepare and file the CPC Filing Statement all in accordance with applicable laws;
- (c) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain its business relationships;
- (d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
- (e) upon Acme receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the solicitors for Forrester;
- (f) in consultation with Forrester and their counsel, forthwith use its best efforts to obtain all necessary regulatory approvals and to make application to the TSXV for listing of Exchange Shares and Acme Shares underlying the New Warrants and New Finder's Warrants on the TSXV following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;
- (g) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;

- (h) use its best efforts to maintain its status as a reporting issuer in Alberta, British Columbia and Ontario;
- (i) accept the resignations of Paul Ankcorn, Brian Cloney, Kees van Winters and James M. Patterson as directors of Acme and approve Martin Walter, Harry Burgess and Eric Lowy as Forrester's nominees to the board of directors of Acme and to fix the size of the board accordingly;
- (j) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Amalgamation, including using its reasonable commercial efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
 - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
 - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities in connection with the Amalgamation;
 - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
 - (v) fulfill all conditions and satisfy all provisions of this Agreement;
 - (vi) cooperate with the other parties to this Agreement in connection with the performance by Acme of its obligations hereunder; and
 - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (k) not incur any material liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Acme may become liable on or after the Closing Date, except as set out in Acme's Financial Statements and except for those public company and transactional costs incurred prior to Closing, which will be disclosed in writing to Forrester at Closing;
- (l) validly issue, as of the Effective Date, the Exchange Shares hereunder as fully paid and non-assessable common shares in the capital of Acme, free and clear of all mortgages, liens, charges, security deposits, adverse claims, pledges, encumbrances, options, warrants, rights, privileges and demands whatsoever;
- (m) validly issue, as of the Effective Date, the New Options to purchase the Acme Shares, which options shall be on the same terms as the Forrester Options, and reserve a sufficient number of Acme Shares in connection with the exercise thereof, all subject to and as contemplated by the terms of this Agreement;
- (n) validly issue, as of the Effective Date, the New Warrants to purchase the Acme Shares, which warrants shall be on the same terms as the Forrester Warrants, and reserve a sufficient number of

Acme Shares in connection with the exercise thereof, all subject to and as contemplated by the terms of this Agreement;

- (o) validly issue, as of the Effective Date, the New Finder's Warrants to purchase Acme Shares and New Finder's Underlying Warrants, which warrants shall be on the same terms as the Forrester Finder's Warrants, and reserve a sufficient number of Acme Shares in connection with the exercise of the New Finder's Warrants and the New Finder's Underlying Warrants, all subject to and as contemplated by the terms of this Agreement;
- (p) to file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency;
- (q) neither declare nor pay any dividends or other distributions or returns of capital on Acme Shares from the date of this Agreement until the Closing Date without the prior consent of Forrester; and
- (r) not issue any press releases or other statements regarding this Agreement without prior consultation and concurrence of Forrester; and
- (s) in seeking approval of the TSXV for this Agreement, request the TSXV's waiver of any requirement for sponsorship pursuant to Policy 2.2 of the Corporate Finance Manual of the TSXV and use its reasonable best efforts to ensure the escrow requirements imposed by the TSXV are the least restrictive as possible and pertain to the fewest parties as possible.

5.2 **Acme's Covenant Regarding Non-Solicitation.** Acme shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding an Acquisition Proposal, provided that nothing contained in this Section 5.2 or other provisions of this Agreement shall prevent the board of directors of Acme from considering, negotiating, approving or recommending to its shareholders an agreement in respect of an unsolicited bona fide written Acquisition Proposal (i) in respect of which the board of directors of Acme determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such board of directors to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the board of directors of Acme determines in good faith, after consultation with financial advisors, if consummated in accordance with its terms, would result in a transaction more favourable to its shareholders than the transaction contemplated hereby (any such Acquisition Proposal that satisfies clauses (i) and (ii) above being referred to herein as a "**Superior Proposal**").

Acme shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Acquisition Proposal.

Acme shall immediately notify the other parties hereto (both orally and in writing) of any future Acquisition Proposal of which Acme's directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to Acme in connection with an Acquisition Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs Acme that it is considering making an Acquisition Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as the other parties hereto may reasonably request, including without limitation, the identity of the person and controlling person, if any, making such proposal, inquiry or contact.

Acme shall not accept, approve, or recommend or enter into any agreement in respect of an Acquisition Proposal on the basis that it constitutes a Superior Proposal unless (i) it has provided the other parties hereto with a copy of the Acquisition Proposal document which has been determined to be a Superior Proposal, with such deletions as are

necessary to protect confidential portions of such Acquisition Proposal document, provided that the material terms, conditions and the identity of the person and controlling person, if any, making the Acquisition Proposal may not be deleted, and (ii) five (5) business days (the "**Notice Period**") shall have elapsed from the later of the date the other parties hereto received notice of the determination to accept, approve or recommend an agreement in respect of such Acquisition Proposal and the date the other parties hereto received a copy of the Acquisition Proposal document. During the Notice Period, Acme shall provide a reasonable opportunity to the other parties hereto to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable the party receiving the Superior Proposal to proceed with its recommendation to security holders with respect to the Acquisition Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of Acme will review in good faith any offer made by the other parties hereto to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Proposal ceasing to be a Superior Proposal. If the board of directors of Acme determines that the Superior Proposal would cease to be a Superior Proposal, it will so advise the other parties hereto and will accept the offer by the other parties hereto to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Acquisition Proposal or a Superior Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.2 and shall require a five (5) business day Notice Period from the date such amendment is communicated to the other party hereto, other than an amendment to improve upon a Superior Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Proposal has not ceased to be a Superior Proposal prior to the proposed amendment.

5.3 General Covenants of Forrester. Forrester covenants and agrees that, until Closing or the date on which this Agreement is terminated, and unless otherwise contemplated herein, it shall:

- (a) take all requisite action to:
 - (i) approve this Agreement; and
 - (ii) approve such actions as Acme may determine to be necessary or desirable for the purposes hereof;
- (b) in consultation with Acme and its counsel, prepare and file the CPC Filing Statement all in accordance with applicable laws;
- (c) use its reasonable commercial efforts to preserve intact as a going concern its business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain its business relationships;
- (d) give its consent (and provide such other reasonable assurances as may be required) and use its best efforts to obtain (including the provision of such reasonable assurances as may be required), consents of all other Persons to the transactions contemplated by this Agreement, as may be required pursuant to any statute, law or ordinance or by any governmental or other regulatory authority having jurisdiction;
- (e) upon Forrester receiving notification or other information from any regulatory authority or body concerning the transactions contemplated hereunder, such information shall be promptly disclosed in writing to the solicitors for Acme;
- (f) in consultation with Acme and its counsel, forthwith use its best efforts to obtain all necessary regulatory approvals and to make application to the TSXV for listing of the Exchange Shares and the Acme Shares underlying the New Options, the New Warrants, the New Finder's Warrants and the New Finder's Underlying Warrants on the TSXV following the Closing and assist in making all submissions, preparing all press releases and circulars and making all notifications required with respect to this transaction and the issuance of shares as contemplated hereunder;

- (g) employ its best efforts to cause all shareholders as may be required by the TSXV to submit their securities to Forrester into escrow and to do so in a timely manner;
- (h) use its reasonable best efforts to ensure that the escrow requirements imposed by the TSXV are the least restrictive as possible and pertain to the fewest parties as possible;
- (i) take all steps necessary to make proper disclosure within such time as required by any regulatory authority and any other applicable statutes and laws concerning this Agreement and the transactions contemplated herein;
- (j) use all reasonable commercial efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder set forth in Article VI to the extent the same is within its control and take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Amalgamation, including using its reasonable commercial efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
 - (ii) obtain all necessary consents, approvals and authorizations as are required to be obtained by it under any applicable laws;
 - (iii) effect all necessary registrations and filings and submissions of information requested by governmental entities required to be effected by it in connection with the Amalgamation and participate and appear in any proceedings of either party before governmental entities in connection with the Amalgamation;
 - (iv) oppose, lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affect the ability of the parties to consummate the transactions contemplated hereby;
 - (v) fulfill all conditions and satisfy all provisions of this Agreement;
 - (vi) cooperate with the other parties to this Agreement in connection with the performance by Forrester of its obligations hereunder; and
 - (vii) not take any action, refrain from taking any action or permit any action to be taken or not taken that is inconsistent with this Agreement or that would reasonably be expected to significantly impede the consummation of the Amalgamation;
- (k) not incur any material liabilities of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which Forrester may become liable on or after the Closing Date, except as set out in Forrester's Financial Statements and except for those costs in the ordinary course of business and transactional costs incurred prior to Closing;
- (l) to file, duly and timely, all tax returns required to be filed by it and to pay promptly all taxes, assessments and governmental charges which are claimed by any governmental authority to be due and owing and not to enter into any agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return or the payment or assessment of any tax, governmental charge or deficiency;
- (m) have raised at least \$500,000 from the Concurrent Financing concurrent with the completion of this Agreement;

- (n) not issue any press releases or other statements regarding this Agreement without prior consultation and concurrence from Acme and Acme Sub; and
- (o) neither declare nor pay any dividends or other distributions or returns of capital on Forrester Shares from the date of this Agreement until the Closing Date without the prior consent of Forrester.

5.4 **Forrester's Covenant Regarding Non-Solicitation.** Forrester shall not, directly or indirectly, through any officer, director, employee, representative or agent, solicit, initiate, invite or knowingly encourage (including by way of furnishing confidential information or entering into any form of agreement, arrangement or understanding) the initiation of or participate in, any inquiries or proposals regarding a Merger Proposal, provided that nothing contained in this Section 5.4 or other provisions of this Agreement shall prevent the board of directors of Forrester from considering, negotiating, approving or recommending to its shareholders an agreement in respect of an unsolicited bona fide written Merger Proposal (i) in respect of which the board of directors of Forrester determines (having consulted outside counsel) that in the exercise of its fiduciary duty it would be necessary for such board of directors to take such action in order to avoid breaching its fiduciary duties, and (ii) in respect of which the board of directors of Forrester determines in good faith, after consultation with financial advisors, if consummated in accordance with its terms, would result in a transaction more favourable to its shareholders than the transaction contemplated hereby (any such Merger Proposal that satisfies clauses (i) and (ii) above being referred to herein as a "**Superior Merger Proposal**").

Forrester shall continue to refrain from participating in any discussions or negotiations with any parties (other than the parties hereto) with respect to any potential Merger Proposal.

Forrester shall immediately notify Acme (both orally and in writing) of any future Merger Proposal of which Forrester's directors or senior officers become aware of or any amendments to the foregoing or any request for non-public information relating to Forrester in connection with a Merger Proposal or for access to the properties, books or records or for a list of the shareholders by any person or entity that informs Forrester that it is considering making a Merger Proposal. Such notice shall include a copy of all written communications and a description of the material terms and conditions of any proposal and provide such details of the proposal, inquiry or contact as Acme may reasonably request, including without limitation, the identity of the person and controlling person, if any, making such proposal, inquiry or contact.

Forrester shall not accept, approve, or recommend or enter into any agreement in respect of a Merger Proposal on the basis that it constitutes a Superior Merger Proposal unless (i) it has provided Acme with a copy of the Merger Proposal document which has been determined to be a Superior Merger Proposal, with such deletions as are necessary to protect confidential portions of such Merger Proposal document, provided that the material terms, conditions and the identity of the person and controlling person, if any, making the Merger Proposal may not be deleted, and (ii) five (5) business days (the "**Notice Period**") shall have elapsed from the later of the date Acme received notice of the determination to accept, approve or recommend an agreement in respect of such Merger Proposal and the date Acme received a copy of the Merger Proposal document. During the Notice Period, Forrester shall provide a reasonable opportunity to Acme to consider, discuss and offer such adjustments to the terms and conditions of this Agreement as would enable the party receiving the Superior Merger Proposal to proceed with its recommendation to security holders with respect to the Merger Proposal, provided, however, that any such adjustment shall be at the discretion of the parties. The board of directors of Forrester will review in good faith any offer made by Acme to amend the terms of this Agreement in order to determine, in the board's discretion, as part of exercising its fiduciary duties, whether the proposed amendments would, upon acceptance, result in such Superior Merger Proposal ceasing to be a Superior Merger Proposal. If the board of directors of Forrester determines that the Superior Merger Proposal would cease to be a Superior Merger Proposal, it will so advise Acme and will accept the offer by Acme to amend the terms of this Agreement and the parties agree to take such actions and execute such documents as are necessary to give effect to the foregoing. Each successive material modification of any Merger Proposal or a Superior Merger Proposal shall constitute a new Merger Proposal for the purposes of this Section 5.4 and shall require a five (5) business day Notice Period from the date such amendment is communicated to the other party hereto, other than an amendment to improve upon a Superior Merger Proposal in respect of which the other party has been provided with an opportunity to amend the terms of this Agreement and such Superior Merger Proposal has not ceased to be a Superior Merger Proposal prior to the proposed amendment.

**ARTICLE VI
CONDITIONS TO CLOSING**

6.1 **Mutual Conditions Precedent.** The respective obligations of the parties hereto to complete the transactions contemplated hereunder are subject to the satisfaction, on or before the Closing Date, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other conditions contained herein:

- (a) the transactions contemplated herein, including the Amalgamation, shall have been approved, if applicable, by the required majority of votes of the shareholders of Acme who, being entitled to do so, vote in person or by proxy at the Acme shareholder meeting in accordance with the provisions of the OBCA;
- (b) the Amalgamation shall have been approved by the required majority of the votes of the shareholders of Forrester who, being entitled to do so, vote in person or by proxy at the Forrester shareholder meeting in accordance with the provisions of the Act;
- (c) the Exchange Shares and Acme Shares underlying the New Options, New Warrants, New Finder's Warrants and the New Finder's Underlying Warrants shall have been accepted for listing by the TSXV, subject to Acme's fulfilling the TSXV's usually and ordinary listing requirements;
- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Amalgamation;
- (e) the TSXV shall be granted conditional approval of the Amalgamation and related transactions;
- (f) all other consents, orders and approvals, including, without limitation, regulatory approvals, required or desirable for the completion of the transactions contemplated herein shall have been obtained or received from the person, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the parties hereto, acting reasonably; and
- (g) the board of directors of Amalco and Acme shall consist of those directors listed in Sections 2.7 and 5.1(i), respectively.

6.2 **Conditions Precedent to Obligations of Forrester.** The obligations of Forrester to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Forrester and may be waived by Forrester in whole or in part on or before the Closing Date):

- (a) Forrester shall on or before the Closing Date have received from Acme all documents and instruments as Forrester may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) all of the representations and warranties of Acme made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and Forrester shall have received certificates dated as at the Closing Date in form satisfactory to Forrester and their solicitors, acting reasonably, signed by a senior officer or director of Acme on behalf of Acme, certifying the truth and correctness in all material respects of the representations and warranties of Acme set out in this Agreement;
- (c) Acme will have performed and complied with all terms, covenants and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date;

- (d) at the Closing Date, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of Acme from that shown on or reflected in Acme's Financial Statements;
- (e) Acme and Acme Sub shall deliver to Forrester at Closing a favourable opinion of their solicitors (it being understood that such counsel may rely, to the extent appropriate in the circumstances, as to matters of fact on a certificate(s) of a senior officer of Acme and Acme Sub and on a certificate(s) of Capital Transfer Agency Inc., the registrar and transfer agent of Acme) in form satisfactory to the solicitors for Forrester acting reasonably, that:
 - (i) Acme and Acme Sub are corporations incorporated and validly existing under the laws of their respective jurisdiction of incorporation;
 - (ii) all necessary corporate actions and proceedings have been taken by Acme to permit the due and valid issuance by Acme of the Exchange Shares, the New Warrants and the New Finder's Warrants at the Closing Date and upon the completion of the transactions contemplated hereunder such shares will be issued and outstanding as fully paid and non-assessable;
 - (iii) the consummation of the transactions contemplated by this Agreement will not result in a breach of any term or provision of or constitute a default under the constating documents, by-laws or resolutions of Acme or Acme Sub nor to the best knowledge of such counsel, any indenture, agreement, instrument, licence, permit or understanding to which Acme or Acme Sub is a party or by which either of them is bound, nor, to the best knowledge of such counsel, will the consummation of such transactions accelerate any commitment or obligation of Acme or Acme Sub or result in the creation of any lien or encumbrance upon any of the assets or property of Acme or Acme Sub;
 - (iv) the execution and delivery of this Agreement by Acme has not breached and the consummation of the transactions contemplated by this Agreement will not cause Acme or Acme Sub to be in breach of laws of the Province of Ontario or the Yukon Territory and of Canada applicable therein;
 - (v) each of Acme and Acme Sub has the full power and authority to enter into and perform its obligations under this Agreement and all corporate action necessary to authorize the performance by Acme and Acme Sub, including the approval of the Amalgamation by the shareholders of Acme Sub by special resolution, of their respective obligations under this Agreement has been duly taken and the Agreement is a legal, valid and binding obligation of Acme and Acme Sub enforceable against each of them in accordance with its terms, subject to usual qualifications respecting equitable remedies and creditors' rights;
 - (vi) the authorized capital of Acme consists of an unlimited number of common shares of which immediately prior to the issuance of the Exchange Shares, 2,101,950 Acme Shares have been duly issued and are outstanding as fully paid and non-assessable shares of Acme. The authorized capital of Acme Sub consists of an unlimited number of common shares of which one common share has been duly issued and are outstanding;
 - (vii) the distribution of the Exchange Shares, the New Warrants and the New Finder's Warrants to the securityholders of Forrester is exempt from the registration and prospectus requirements of the Securities Acts, as applicable;
 - (viii) the requirements for the first trade of the Exchange Shares, the New Options, the New Warrants, the New Finder's Warrants, the New Finder's Underlying Warrants and the

Acme Shares underlying the New Warrants, the New Finder's Warrants and the New Finder's Underlying Warrants under the Securities Acts;

- (ix) Acme is a reporting issuer not in default of any of the requirements of the Securities Acts as at the Closing Date; and
- (x) such other matters as counsel for Forrester may consider advisable, acting reasonably.
- (f) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by Acme in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Closing Date;
- (g) Acme shall be a reporting issuer in good standing in the provinces of Alberta, British Columbia and Ontario and neither Acme nor its shares shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;
- (h) immediately prior to Closing, no more than 2,101,950 Acme Shares will be issued and outstanding in the capital of Acme;
- (i) Acme shall have received the resignations of Paul Ankcorn, Brian Cloney, Kees van Winters and James M. Patterson as officers and directors of Acme; and
- (j) Acme shall deliver, or cause to be delivered to Forrester on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by Forrester or their solicitors, acting reasonably, to give full effect to this Agreement including, but not limited to, releases executed by each director and officer of Acme.

6.3 Conditions Precedent to Obligations of Acme. The obligation of Acme to complete the transactions contemplated hereunder shall be subject to the satisfaction of or compliance with, at or before the Closing Date, each of the following conditions precedent (each of which is hereby acknowledged to be for the exclusive benefit of Acme and may be waived by Acme in writing, in whole or in part, on or before the Closing Date):

- (a) Acme shall on or before the Closing Date have received from Forrester all other documents and instruments as Acme may reasonably request for the purpose of effecting the Amalgamation in accordance with the terms of this Agreement;
- (b) the representations, warranties and covenants of Forrester made in or pursuant to this Agreement shall be true and correct in all material respects as at the Closing Date and with the same effect as if made at and as of the Closing Date (except as such representations and warranties may be affected by the occurrence of events or transactions expressly contemplated and permitted hereby that are not materially adverse and arise in the ordinary course of business) and Acme shall have received a certificate of Forrester dated as at the Closing Date in form satisfactory to Acme's solicitors, acting reasonably certifying the truth and correctness in all material respects of the representations, warranties and covenants of Forrester set out in this Agreement;
- (c) Forrester shall have performed and complied with all agreements and conditions required by this Agreement to be performed and complied with by them prior to or on the Closing Date;
- (d) Forrester shall be the beneficial owner of all of the issued and outstanding shares of Forrester's Subsidiary;

- (e) at the Closing Date, there shall have been no material adverse change in the condition (financial or otherwise), properties, assets, liabilities, earnings, or business operations or prospects of Forrester or Forrester's Subsidiary from that shown on or reflected in Forrester's Financial Statements;
- (f) Forrester shall deliver to Acme at Closing a favourable opinion of its solicitors (it being understood that such counsel may rely, to the extent appropriate in the circumstances, as to matters of fact on a certificate(s) of a senior officer of Forrester) in form satisfactory to the solicitors for Acme acting reasonably, that:
 - (i) Forrester is a corporation incorporated and validly existing under the laws of the Yukon Territory;
 - (ii) all necessary corporate actions and proceedings have been taken by Forrester to effect the completion of the transactions contemplated hereunder, including, without limitation, the approval of the Amalgamation by special resolution of the shareholders of Forrester;
 - (iii) the consummation of the transactions contemplated by this Agreement will not result in a breach of any term or provision of or constitute a default under the constating documents, by-laws or resolutions of Forrester, nor to the best knowledge of such counsel, any indenture, agreement, instrument, licence, permit or understanding to which Forrester is a party or by which any is bound, nor, to the best knowledge of such counsel, will the consummation of such transactions accelerate any commitment or obligation of Forrester or result in the creation of any lien or encumbrance upon any of the assets or property of Forrester;
 - (iv) the execution and delivery of this Agreement by Forrester has not breached and the consummation of the transactions contemplated by this Agreement will not cause Forrester to be in breach of laws of the Province of Ontario and of Canada applicable therein;
 - (v) Forrester has the full power and authority to enter into and perform its respective obligations under this Agreement and all corporate action necessary to authorize the performance by Forrester of its obligations under this Agreement has been duly taken and the Agreement is a legal, valid and binding obligation of Forrester enforceable against it in accordance with its terms, subject to usual qualifications respecting equitable remedies and creditors' rights; and
 - (vi) such other matters as counsel for Acme may consider advisable, acting reasonably.
- (g) all consents, approvals, orders and authorizations of any Persons or governmental authorities in Canada or elsewhere (or registrations, declarations, filings or records with any such authorities), including, without limitation, all such registrations, recordings and filings with such securities regulatory and other public authorities as may be required to be obtained by Forrester in connection with the execution of this Agreement, the Closing or the performance of any of the terms and conditions hereof, shall have been obtained on or before the Closing Date;
- (h) Forrester shall deliver, or cause to be delivered to Acme on or before the Closing Date such other certificates, agreements or other documents as may reasonably be required by Acme or its solicitors, acting reasonably, to give full effect to this Agreement;
- (i) no more than 32,654,669 Forrester Shares (on a fully diluted basis, which shall include any Forrester Shares underlying outstanding convertible or exchangeable securities of Forrester) will be issued and outstanding; and

- (j) sponsorship shall be waived or if waiver is not available, a sponsor for the Qualifying Transaction shall have conducted due diligence and filed with the TSXV a satisfactory sponsorship report.

ARTICLE VII TERMINATION OF AGREEMENT

7.1 **Rights of Termination.** If any of the conditions contained in Article 7 hereof shall not be fulfilled or performed by the Termination Date and such condition is contained in:

- (a) Section 6.1 hereof, either of the parties hereby may terminate this Agreement by notice to the other party;
- (b) Section 6.2 hereof, Acme may terminate this Agreement by notice to Forrester; or
- (c) Section 6.3 hereof, Forrester may terminate this Agreement by notice to Acme.

If this Agreement is terminated as aforesaid, the party terminating this Agreement shall be released from all obligations under this Agreement, all rights of specific performance against such party shall terminate and, unless such party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the other party, then the other party shall also be released from all obligations hereunder; and further provided that any such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfillment or non-performance of any other condition.

7.2 **Notice of Unfulfilled Condition.** If either of Forrester or Acme shall determine at any time prior to the Effective Date that it intends to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, Forrester or Acme, as the case may be, shall so notify the other of them forthwith upon making such determination in order that such other of them shall have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within a reasonable period of time, but in no event later than the Termination Date.

7.3 **Mutual Termination.** This Agreement may, at any time before or after the holding of the Forrester shareholder meeting, but no later than the last Business Day immediately preceding the Effective Date, be terminated by mutual agreement of the directors of Forrester and Acme without further action on the part of the shareholders of Forrester, and, if the Amalgamation does not become effective on or before the Termination Date, either Forrester or Acme may unilaterally terminate this Agreement, which termination will be effective upon a resolution to that effect being passed by its directors and notice thereof being given to the other of them.

ARTICLE VIII GENERAL

8.1 **Confidentiality & Public Notices.** Except where compliance with this Section 8.1 would result in a breach of applicable law, notices, releases, statements and communications to Third Parties, including employees of the parties and the press, relating to transactions contemplated by this Agreement will be made only in such manner as shall be authorized and approved by Forrester, who when required, shall use its best efforts to provide such authorization and approval to Acme in a timely manner as shall permit compliance by Acme with all continuous disclosure to any regulatory authority or obligations under any applicable securities regulations. Acme and Forrester shall maintain the confidentiality of any information received from each other in connection with the transactions contemplated by this Agreement. In the event that the issuance of the Exchange Shares provided for in this Agreement is not consummated, each party shall return any confidential schedules, documents or other written information to the party who provided same in connection with this Agreement. Forrester agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Acme or Acme's Business discovered or acquired by it, its representatives or accountants as a result of Acme

making available to it, its representatives and accountants, any information, books, accounts, records or other data and information relating to Acme or Acme's Business and Forrester agrees that it will not disclose, divulge or communicate orally, in writing or otherwise (directly or indirectly), any such information or confidential data so discovered or acquired by any other Person. Acme agrees that it will not, directly or indirectly, make reciprocal use for its own purposes of any information or confidential data relating to Forrester discovered or acquired by it, its representatives or accountants as a result of Forrester making available to it any information, books, accounts, records or other data and information relating to Forrester and Acme agrees that it will not disclose, divulge or communicate orally, in writing or otherwise, any such information or confidential data so discovered or acquired to any other Person.

8.2 **Notices.** All notices or other communications required to be given in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered mail or by transmittal by telecopier or other form of recorded communication addressed to the recipient as follows:

To Acme and Acme Sub:

20 Adelaide Street East
Suite 301
Toronto, Ontario
M5C 2T6

Attention: Paul Ankcorn, President and Chief Executive Officer
Telecopier No.: (416) 361-1333

with a copy to:

Blaney McMurtry LLP
2 Queen Street East
Suite 1500
Toronto, Ontario
M5C 3G5

Attention: Nadim Wakean
Telecopier No.: (416) 593-5437

To Forrester:

130 King Street West
Suite 2680
Exchange Tower, 2 First Canadian Place
Toronto, Ontario
M5X 1B1

Attention: Martin Walter, President and Chief Executive Officer
Telecopier No.: (416) 599-4959

with a copy to:

Fogler Rubinoff LLP
Barristers & Solicitors
77 King Street West
Suite 3000, Toronto-Dominion Centre
Toronto, Ontario
M5K 1G8

Attention: Michael Hobart
Telecopier No.: (416) 941-8852

or to such other address, telecopier number or individual as may be designated by notice given by either party to the other. Any such communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and, if given by registered mail, on the fifth Business Day following the deposit thereof in the mail and, if given by telecopier or other form of recorded communication, shall be deemed given and received on the date of such transmission if received during the normal business hours of the recipient and on the next Business Day if it is received after the end of such normal business hours on the date of its transmission. If the party giving any such communication knows or ought reasonably to know of any difficulties with the postal system which might affect the delivery of mail, any such communication shall not be mailed but shall be given by personal delivery or by telecopier transmittal.

8.3 **Expenses.** Except as otherwise provided herein, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such expenses.

8.4 **Time of the Essence.** Time shall be of the essence hereof.

8.5 **Further Assurances.** The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall execute and deliver such further documents, instruments, papers and information as may be reasonably requested by another party hereto in order to carry out the purpose and intent of this Agreement.

8.6 **Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby attorn to the non-exclusive jurisdiction of the Courts of Ontario in any dispute that may arise hereunder.

8.7 **Counterparts.** For the convenience of the parties, this Agreement may be executed in several counterparts, each of which when so executed shall be, and be deemed to be, an original instrument and such counterparts together shall constitute one and the same instrument (and notwithstanding their date of execution shall be deemed to bear date as of the date of this Agreement). A signed facsimile or telecopied copy of this Agreement shall be effective and valid proof of execution and delivery.

8.8 **Entire Agreement.** This Agreement, including the Schedules attached hereto, together with the agreements and other documents to be delivered pursuant hereto, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein and therein. This Agreement may not be amended or modified in any respect except by written instrument signed by all parties.

8.9 **Severability.** The invalidity or unenforceability of any provision of this Agreement or any covenant herein contained shall not affect the validity or enforceability of any other provision or covenant hereof or herein contained, and this Agreement shall be construed as if such invalid or unenforceable provision or covenant were omitted.

8.10 **Enurement.** This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the successors and permitted assigns of the parties hereto.

8.11 **Waivers.** The parties hereto may, by written agreement:

- (i) extend the time for the performance of any of the obligations or other acts of the parties hereto;
- (ii) waive any inaccuracies in the warranties, representations, covenants or other undertakings contained in this Agreement or in any document or certificate delivered pursuant to this agreement; or

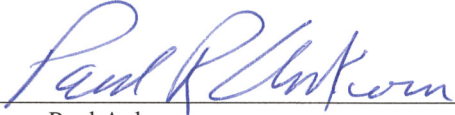
- (iii) waive compliance with or modify any of the warranties, representations, covenants or other undertakings or obligations contained in this Agreement and waive or modify performance by any of the parties thereto.

8.12 **Form of Documents.** All documents to be executed and delivered by Acme to Forrester on the Closing Date shall be in form and substance satisfactory to Forrester acting reasonably. All documents to be executed and delivered by Forrester to Acme on the Closing Date shall be in a form and substance satisfactory to Acme, acting reasonably.

8.13 **Construction Clause.** This Agreement has been negotiated and approved by counsel on behalf of all parties hereto and, notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

ACME RESOURCES CORP.



Name: Paul Ankorn
Title: President and Chief Executive Officer
I have authority to bind the corporation.

FORRESTER RESOURCES CORP.

Name: Dennis Gibson
Title: Chief Financial Officer
I have authority to bind the corporation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

ACME RESOURCES CORP.

Name: Paul Ankcorn
Title: President and Chief Executive Officer
I have authority to bind the corporation.

FORRESTER RESOURCES CORP.



Name: Dennis Gibson
Title: Chief Financial Officer
I have authority to bind the corporation.

Schedule "A" – Forrester Shareholders

NAME	NUMBER AND CLASS OF SHARES
[REDACTED]	140,000 common
[REDACTED]	10,000 common
[REDACTED]	200,000 common
[REDACTED]	40,000 common
[REDACTED]	1,700,000 common
[REDACTED]	550,000 common
[REDACTED]	30,000 common
[REDACTED]	200,000 common
[REDACTED]	100,000 common
[REDACTED]	300,000 common
[REDACTED]	40,000 common
[REDACTED]	550,000 common
[REDACTED]	70,000 common
[REDACTED]	100,000 common
[REDACTED]	140,000 common
[REDACTED]	200,000 common
[REDACTED]	40,000 common
[REDACTED]	40,000 common
[REDACTED]	270,000 common
[REDACTED]	50,000 common
[REDACTED]	100,000 common
[REDACTED]	250,000 common
[REDACTED]	45,000 common
[REDACTED]	340,000 common
[REDACTED]	200,000 common
[REDACTED]	200,000 common
[REDACTED]	40,000 common
[REDACTED]	240,000 common
[REDACTED]	40,000 common
[REDACTED]	40,000 common
[REDACTED]	325,500 common
[REDACTED]	100,000 common
[REDACTED]	40,002 common
[REDACTED]	100,000 common
[REDACTED]	5,000 common
[REDACTED]	166,667 common
Total	7,002,169

Schedule "B1" – Forrester Options

NAME	DATE ISSUED	NO. OF OPTIONS	EXERCISE PRICE PER SHARE	EXPIRY DATE	VESTING
[REDACTED]	October 4, 2013	50,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	50,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	50,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	40,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	40,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	40,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	20,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	20,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	20,000	\$0.20	October 4, 2016	Fully vested
[REDACTED]	October 4, 2013	20,000	\$0.20	October 4, 2016	Fully vested
Total		350,000			

Schedule "B2" – Forrester Warrants

Warrant No.	Registration Information	Number of Warrants
2010-01-01	[NAME REDACTED]	375,000
2010-01-03	[NAME REDACTED]	125,000
2010-01-04	[NAME REDACTED]	75,000
2010-01-05	[NAME REDACTED]	50,000
2010-01-06	[NAME REDACTED]	50,000
2010-01-07	[NAME REDACTED]	50,000
2010-01-08	[NAME REDACTED]	50,000
2010-01-09	[NAME REDACTED]	50,000
2010-01-11	[NAME REDACTED]	62,500
2010-01-12	[NAME REDACTED]	25,000
2010-01-13	[NAME REDACTED]	25,000
2010-01-14	[NAME REDACTED]	25,000
2010-01-15	[NAME REDACTED]	25,000
2010-01-16	[NAME REDACTED]	25,000
2010-01-17	[NAME REDACTED]	12,500
2010-01-18	[NAME REDACTED]	10,000
2010-01-19	[NAME REDACTED]	10,000
2010-01-20	[NAME REDACTED]	10,000
2010-01-21	[NAME REDACTED]	10,000
2010-01-22	[NAME REDACTED]	10,000
2010-01-24	[NAME REDACTED]	10,000
2010-01-25	[NAME REDACTED]	10,000
2010-01-26	[NAME REDACTED]	10,000
2010-01-27	[NAME REDACTED]	10,000
2010-01-28	[NAME REDACTED]	10,000
2010-01-29	[NAME REDACTED]	10,000
2010-01-30	[NAME REDACTED]	7,500

Warrant No.	Registration Information	Number of Warrants
2010-01-31	[NAME REDACTED]	62,500
2010-01-32	[NAME REDACTED]	62,500
2010-01-33	[NAME REDACTED]	125,000
2010-01-34	[NAME REDACTED]	10,000
2010-01-35	[NAME REDACTED]	50,000
	Total	1,452,500

Schedule "C" – Acme Options

NAME	DATE ISSUED	NO. OF OPTIONS	EXERCISE PRICE PER SHARE	EXPIRY DATE	VESTING
Paul Ankcorn	Jan. 28, 2010	38,026	\$0.20	Jan. 28, 2020	Fully vested
Brian Cloney	Jan. 28, 2010	47,532	\$0.20	Jan. 28, 2020	Fully vested
Kees van Winters	Jan. 28, 2010	95,065	\$0.20	Jan. 28, 2020	Fully vested
James Patterson	Jan. 28, 2010	38,026	\$0.20	Jan. 28, 2020	Fully vested
Harry Burgess	Jan. 28, 2010	28,519	\$0.20	Jan. 28, 2020	Fully vested
Total		247,168			