

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is made as of and with effect from the 1st day of March 2011.

BETWEEN:

ARRIS HOLDINGS INC., incorporation number BC0865120, a corporation existing under the laws of British Columbia, with a head office at 1250 West Hastings Street, Vancouver, BC V6E 2M4

("Arris")

AND:

CIELO GOLD CORP, incorporation number BC0901990, a corporation existing under the laws of British Columbia, with a head office at 1250 West Hastings Street, Vancouver, BC V6E 2M4

("Cielo Gold")

WHEREAS:

A. Arris and Cielo Gold have agreed to proceed with a corporate restructuring by way of a statutory plan of arrangement under which:

- (i) the Assets will be transferred to Cielo Gold in exchange for 21,583,372 common shares of Cielo Gold;
- (ii) Arris will reorganize its capital; and
- (iii) Arris will distribute the common shares of Cielo Gold which it receives in exchange for the Assets to the Arris Shareholders;

B. Arris proposes to convene a meeting of the Arris Shareholders to consider the Arrangement under the Arrangement Provisions of the BCBCA, on the terms and conditions set out in the Plan of Arrangement attached as Schedule "C" to this Agreement;

C. The definitions contained in this Agreement are the same as those definitions set out in Schedule "A" attached hereto; and

D. Each of the parties to this Agreement has agreed to participate in and to support the Arrangement.

TERMS OF AGREEMENT

In consideration of the premises and the covenants, agreements, representations, warranties, and payments contained in this Agreement, the parties agree with each other as follows:

ARTICLE 1 INTERPRETATION

1.1 **Definitions:** This Agreement, including the background recitals and attached schedules, unless there is something in the subject matter or context which requires otherwise or unless otherwise specifically provided, each of the words and phrases described in Schedule “A” will have the meanings given to them in Schedule “A” and this Agreement will be interpreted in accordance with the interpretation principles set out in Schedule “A”.

1.2 **Schedules:** Attached to and forming a part of this Agreement are the following Schedules:

- Schedule “A” — Definitions and Interpretation
- Schedule “B” — Arris Assets to be Transferred to Cielo Gold
- Schedule “C” — the Plan of Arrangement

ARTICLE 2 ARRANGEMENT

2.1 **Arrangement:** The parties agree to effect the Arrangement under the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.

2.2 **Effective Date of Arrangement:** The Arrangement will become effective on the Effective Date as set out in the Plan of Arrangement.

2.3 **Filing of Final Material with the Registrar:** Subject to the rights of termination contained in Article 7 below, upon the Arris Shareholders approving the Arrangement by special resolution according to the provisions of the Interim Order and the BCBCA, Arris obtaining the Final Order and the other conditions contained in Article 6 hereof being complied with or waived, Arris on its behalf and on behalf of Cielo Gold will file the records and information required by the Registrar under the Arrangement Provisions in order to effect the Arrangement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties:** Each of the parties hereby represents and warrants to the other that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of British Columbia;
- (b) it has full capacity and authority to enter into this Agreement and to perform its covenants and obligations under this Agreement;
- (c) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;
- (d) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its constituting or governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (e) no dissolution, winding up, bankruptcy, liquidation, or similar proceedings have been commenced or are pending or proposed in respect of it.

ARTICLE 4 COVENANTS

4.1 **Commitment to Effect:** Subject to termination of this Agreement under Article 7, the parties will each use all reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective as soon as possible after approval of the Arrangement by the Arris Shareholders at the Arris Meeting, or by such other date as Arris and Cielo Gold may determine, and in conjunction therewith to cause the conditions described in §6.1 to be complied with or waived, as the case may be, prior to the Effective Date.

4.2 **Obligation to Execute Documents:** Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

4.3 **Giving Effect to the Arrangement:** The Arrangement will be effected as follows:

- (a) the parties will proceed forthwith to apply for the Interim Order providing for, among other things, the calling and holding of the Arris Meeting for the purpose of, among other things, considering and, if deemed advisable, approving and adopting the Arrangement;
- (b) the Cielo Gold Shareholder(s) will approve the Arrangement by a consent resolution;
- (c) upon obtaining the Interim Order, Arris will call the Arris Meeting and mail the Information Circular and related notice of meeting and form of proxy to the Arris Shareholders;
- (d) if the Arris Shareholders approve the Arrangement as set out in §5.1(b), Arris will take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order (subject to the exercise of any discretionary authority granted to Arris' directors by the Arris Shareholders); and
- (e) upon receipt of the Final Order, Arris will, subject to compliance with any of the other conditions provided for in Article 6 and to the rights of termination contained in Article 6, file the material described in §4.3 with the Registrar in accordance with the terms of the Plan of Arrangement.

4.4 **Arris Stock Options and Warrants:** Cielo Gold covenants and agrees, upon the exercise after the Effective Date of any Arris Share Commitments, to issue to the holder of the Arris Share Commitments that number of Cielo Gold Shares that is equal to the number of New Shares acquired upon the exercise of the Arris Share Commitments multiplied by the Exchange Factor, and Arris covenants and agrees to act as agent for Cielo Gold to collect and pay to Cielo Gold a portion of the proceeds received for each Arris Share Commitment so exercised, with the balance of the exercise price to be retained by Arris determined in accordance with the following formula:

$$A = B \times C/D$$

Where:

- A** is the portion of the proceeds to be received by Cielo Gold for each Arris Share Commitment exercised after the Effective Date;
- B** is the exercise price of the Arris Share Commitment;
- C** is the fair market value of the Assets to be transferred to Cielo Gold under the Arrangement, fair market value to be determined as at the Effective Date by resolution of the board of directors of Arris; and
- D** is the total fair market value of all of the assets of Arris immediately prior to completion of the Arrangement on the Effective Date, which total fair market value will include, for greater certainty, the Assets.

Fractions of Cielo Gold Shares resulting from such calculation will be cancelled as provided for in the Plan of Arrangement.

ARTICLE 5 CONDITIONS

5.1 **Conditions Precedent:** The respective obligations of the parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions:

- (a) the Interim Order will have been granted in form and substance satisfactory to Arris and Cielo Gold;
- (b) the Arrangement and this Agreement, with or without amendment, will have been approved at the Arris Meeting by the Arris Shareholders in accordance with the Arrangement Provisions, the constating documents of Arris, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, will have been approved by the Cielo Gold Shareholders to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of Cielo Gold;
- (d) the Final Order will have been obtained in form and substance satisfactory to Arris and Cielo Gold;
- (e) the Canadian National Stock Exchange will have conditionally approved the Arrangement, including the listing of the Arris Class A Shares in substitution for the Arris Shares, the delisting of the Arris Class A Shares, the listing of the New Shares and the Arris Class A Preferred Shares, the delisting of the Arris Class A Preferred Shares upon their redemption and the listing of the Cielo Gold Shares, as of the Effective Date, subject to compliance with the requirements of the Exchange;
- (f) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement will have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to Arris and Cielo Gold.
- (g) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
- (h) this Agreement will not have been terminated under Article 7.

Except for the conditions set forth in this §5.1 which, by their nature, may not be waived, any of the other conditions in this §5.1 may be waived, either in whole or in part, by either Arris or Cielo Gold, as the case may be, at its discretion.

5.2 **Closing:** Unless this Agreement is terminated earlier under the provisions hereof, the parties will meet at the offices of Arris, 1250 West Hastings Street, Vancouver, BC V6E 2M4, at 10:00 a.m. (Vancouver time) on the Closing Date, or at such other time or on such other date as they may mutually agree, and each of them will deliver to the other of them:

- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date will be dated as of, or become effective on, the Effective Date and will be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

5.3 **Merger of Conditions:** The conditions set out in §5.1 hereof will be conclusively deemed to have been satisfied, waived, or released upon the occurrence of the Effective Date.

5.4 **Merger of Representations and Warranties:** The representations and warranties in §3.1 will be conclusively deemed to be correct as of the Effective Date and each will accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 **Amendment**: Subject to any restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Arris Meeting, but prior to the Effective Date, be amended by agreement of the parties without, subject to applicable law, further notice to or authorization on the part of the Arris Shareholders.

6.2 **Termination**: Subject to §6.3, this Agreement may at any time before or after the holding of the Arris Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the board of directors of Arris without further action on the part of the Arris Shareholders, or by the board of directors of Cielo Gold without further action on the part of the Cielo Gold Shareholder(s), and nothing expressed or implied in this Agreement or in the Plan of Arrangement will be construed as fettering the absolute discretion by the board of directors of Arris or Cielo Gold, respectively, to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

6.3 **Cessation of Right**: The right of Arris or Cielo Gold or any other party to amend or terminate the Plan of Arrangement under §6.1 and §6.2 will be extinguished upon the occurrence of the Effective Date.

ARTICLE 7 GENERAL

7.1 **Currency**: All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

7.2 **Notices**: All notices which may or are required to be given under any provision of this Agreement will be given or made in writing and will be delivered or telecopied, addressed as follows:

in the case of Arris:

1250 West Hastings St.
Vancouver, BC V6E 2M4

Attention: President
Facsimile: (604) 408-9301

in the case of Cielo Gold

1250 West Hastings St.
Vancouver, BC V6E 2M4

Attention: President
Facsimile: (604) 408-9301

Assignment: None of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior consent of the other party.

Binding Effect: This Agreement and the Arrangement will be binding upon and will enure to the benefit of the parties and their respective successors and permitted assigns.

Waiver: Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.

Expenses: All expenses incurred by a party in connection with this Agreement, the Arrangement and the transactions contemplated hereby and thereby will be borne by the party that incurred the expense.

Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Time of Essence: Time is of the essence of this Agreement.

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

ARRIS HOLDINGS INC.
BC0865120

CIELO GOLD CORP.
BC0901990

“Navchand Jagpal”

Navchand Jagpal
Director

“Lucky Janda”

Lucky Janda
President and CEO

SCHEDULE "A"

DEFINITIONS & INTERPRETATION

1. Definitions

1.1 The following words have the following definitions:

- (a) **"Agreement"** means this agreement including the exhibits attached hereto as same may be amended or restated from time to time;
- (b) **"Arrangement"** means the arrangement under the Arrangement Provisions of the BCBCA as contemplated by the provisions of this Agreement and the Plan of Arrangement;
- (c) **"Arrangement Provisions"** means Division 5 – "Arrangements" of Part 9 – "Company Alterations" of the BCBCA;
- (d) **"Arris Class A Shares"** means the renamed and redesignated Arris Shares as described in §3.1(b)(i) of the Plan of Arrangement;
- (e) **"Arris Class A Preferred Shares"** means the Class "A" preferred shares without par value which Arris will create and issue under §3.1(b)(iii) of the Plan of Arrangement;
- (f) **"Arris Meeting"** means the annual general and special meeting of the Arris Shareholders to be held on April 28, 2011, and any adjournment(s) or postponement(s) thereof, to consider, among other things, and if deemed advisable approve, the Arrangement;
- (g) **"Arris Options"** means share purchase options issued under the Arris Stock Option Plan which are outstanding on the Effective Date;
- (h) **"Arris Share Commitments"** means an obligation of Arris to issue New Shares and to deliver Cielo Gold Shares to the holders of Arris Options and Arris Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;
- (i) **"Arris Shareholder"** has the meaning ascribed to such term in §3.3 of the Plan of Arrangement;
- (j) **"Arris Shares"** means the common shares without par value in the authorized share structure of Arris, as constituted on the date of this Agreement;
- (k) **"Arris Stock Option Plan"** means the Stock Option Plan of Arris Holdings Inc.;
- (l) **"Arris Warrants"** means share purchase warrants of Arris which are outstanding on the Effective Date;
- (m) **"Assets"** means the assets of Arris to be transferred to Cielo Gold under the Arrangement as described in further detail in Exhibit I hereto;
- (n) **"BCBCA"** means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c.57, as may be amended or replaced from time to time.
- (o) **"Business Day"** means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (p) **"Cielo Gold Commitment"** means the covenant of Cielo Gold described in §4.4 whereby Cielo Gold is obligated to issue Cielo Gold Shares to the holders of Arris Share Commitments who exercise their rights thereunder after the Effective Date, and who are entitled under the corporate reorganization terms thereof to receive New Shares and Cielo Gold Shares upon such exercise;

- (q) "**Cielo Gold Shareholders**" means the shareholders of the Cielo Gold Shares;
- (r) "**Cielo Gold Shares**" means the common shares without par value in the authorized share structure of Cielo Gold as constituted on the date hereof;
- (s) "**Closing Date**" means the date on which the Cielo Gold Shares are listed on the Canadian National Stock Exchange ("CNSX");
- (t) "**Court**" means the Supreme Court of British Columbia;
- (u) "**Effective Date**" will be the Closing Date;
- (v) "**Exchange Factor**" means the number arrived at by dividing 21,583,372 by the number of issued Arris Shares as of the Share Distribution Record Date;
- (w) "**Final Order**" means the final order of the Court approving the Arrangement;
- (x) "**Information Circular**" means the management information circular of Arris to be sent to the Arris Shareholders in connection with the Arris Meeting;
- (y) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Arris Meeting and the Arrangement;
- (z) "**Listing Date**" means the date the Cielo Gold Shares are listed on the CNSX;
- (aa) "**New Shares**" means the new class of common shares without par value which Arris will create under §3.1(b)(ii) of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Arris Shares;
- (bb) "**Person**" means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;
- (cc) "**Plan of Arrangement**" means the plan of arrangement attached to this Agreement as Schedule C, as amended or restated from time to time;
- (dd) "**Registrar**" means the Registrar of Companies under the BCBCA; and
- (ee) "**Share Distribution Record Date**" means the close of business on the day which is four Business Days after the date of the Arris Meeting or such other date as approved by Arris and Cielo Gold, which date establishes the Arris Shareholders who will be entitled to receive Cielo Gold Shares under the Plan of Arrangement.

2. Interpretations

- 2.1. **Party's Designate.** Every reference to a party in this Agreement will include any person designated to act for or on its behalf with respect to any provision of this Agreement.
- 2.2. **Approvals.** A reference to "approval", "authorization", or "consent" means written approval, authorization, or consent.
- 2.3. **Jurisdiction.** This Agreement will be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of British Columbia including all limitation periods but excluding all conflicts of law rules that would apply the laws of another jurisdiction.
- 2.4. **Severability.** Each of the provisions contained in this Agreement are distinct and severable and a determination of illegality, invalidity or unenforceability of any such provision or part of this Agreement by a court of competent jurisdiction will not affect the validity or enforceability of any other provision of

this Agreement, unless as a result of such determination this Agreement would fail in its essential purposes.

- 2.5. **Gender, Plural, Etc.** Unless the context or the parties require otherwise, in this Agreement wherever the singular or masculine is used it will be construed as if the plural or feminine or neuter, as the case may be, had been used and vice versa. Any reference to a corporate entity includes and is also referenced to any corporate entity that is a successor to such entity.
- 2.6. **Meaning:** Words and phrases used herein (and not otherwise defined) and defined in the BCBCA will have the same meaning herein as in the BCBCA unless the context otherwise requires.
- 2.7. **Inclusive Terms.** The word “or” is not exclusive and “including”, when following any general statement, is not limiting and will be construed to refer to all other things that reasonably could fall within the scope of such general statement, whether or not non-limiting language (such as “without limitation”) is used with reference thereto. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular paragraph, article, section, sub-section or other sub-division.
- 2.8. **Headings.** The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of this Agreement.
- 2.9. **Paragraph Numbers Etc.** Any reference in this Agreement to a numbered section or a subsection or a lettered Schedule refers to the section or subsection in this Agreement that bears that number or the Schedule to this Agreement that bears that letter, unless specifically stated otherwise and a reference to a series of numbers or letters by the first and last numbers or letters of the series includes the number or letter first and last mentioned.
- 2.10. **Legislation.** A reference to a statute includes every amendment to it, every regulation made under it, and any law enacted in substitution for, or in replacement of, it.
- 2.11. **Counterparts:** This Agreement may be executed in one or more counterparts and by facsimile or email transmission, each of which will be deemed to be an original and all of which together will constitute one and the same agreement.
- 2.12. **In Writing.** The words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including telex, telegraph, telecopy, facsimile or electronic mail.
- 2.13. **Time.** Where the time for doing any act falls or expires on a day which is not a Business Day (or at a specified time on a day which is not a Business Day), the time for doing such act will be extended to the next Business Day (or such specified time on the next Business Day).

SCHEDULE “B”

**ARRIS ASSETS TO BE TRANSFERRED
TO CIELO GOLD**

	September 30, 2010		December 31, 2010		
	Cost (\$)	Addition (sale) (\$)	Cost (\$)	Accumulated Unrealized gain (loss) (\$)	Fair Value (\$)
Publicly traded common shares					
Dessert Gold Ventures Inc. (300,000 shares)	240,000		240,000	120,000	360,000
Maxtech Ventures Inc. (440,000 shares)	264,000		264,000	242,000	506,000
Ona Power Corp. (2,998,000 shares)	509,236		509,236	(383,326)	125,910
Ona Power Corp (200,000 shares)	-	9,085	9,085	(85)	9,000
Global Uranium Corporation (100,000 shares)	7,800		7,800	(7,800)	-
Share purchase warrants of publicly traded shares					
Global Uranium Corporation (100,000 warrants)	4,200		4,200	(4,200)	-
Ona Power Corp. (2,800,000 warrants)	470,400		470,400	(434,000)	36,400
	1,495,636	9,085	1,504,721	(467,411)	1,037,310

SCHEDULE "C"

TO THE ARRANGEMENT AGREEMENT BETWEEN

**ARRIS HOLDINGS INC.
AND
CIELO GOLD CORP.**

PLAN OF ARRANGEMENT

**UNDER DIVISION 5 OF PART 9 OF
THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)
S.B.C. 2002, c.57**

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions:** In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

- (a) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions on the terms and conditions set out herein;
- (b) "**Arrangement Agreement**" means the arrangement agreement dated effective March 1, 2011, between Arris Holdings Inc. and Cielo Gold Corp. to which this Exhibit is attached, as may be supplemented or amended from time to time;
- (c) "**Arrangement Provisions**" means Division 5 of Part 9 of the BCBCA;
- (d) "**Arris**" means Arris Holdings Inc., a company existing under the BCBCA;
- (e) "**Arris Class A Shares**" means the renamed and redesignated Arris Shares as described in §3.1(b)(i) of this Plan of Arrangement;
- (f) "**Arris Class A Preferred Shares**" means the Class A preferred shares without par value which Arris will create and issue pursuant to §3.1(b)(iii) of this Plan of Arrangement;
- (g) "**Arris Meeting**" means the annual general and special meeting of the Arris Shareholders and any adjournment(s) or postponement(s) thereof to be held to consider, among other things, and if deemed advisable approve, the Arrangement;
- (h) "**Arris Share Commitments**" means an obligation of Arris to issue New Shares and to deliver Cielo Gold Shares to the holders of Arris Stock Options and Arris Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;
- (i) "**Arris Shareholder**" has the meaning ascribed to such term in §3.3;
- (j) "**Arris Shares**" means the common shares without par value in the authorized share structure of Arris as constituted on the date hereof;
- (k) "**Arris Stock Option Plan**" means the stock option plan of Arris dated the 2010;
- (l) "**Arris Stock Options**" means share purchase options issued pursuant to the Arris Stock Option Plan which are outstanding on the Effective Date;

- (m) "**Arris Warrants**" means share purchase warrants of Arris that are outstanding on the Effective Date;
- (n) "**Assets**" means the assets of Arris described in Exhibit I to the Arrangement Agreement;
- (o) "**BCBCA**" means the *Business Corporations Act* (British Columbia), S.B.C 2002, c.57, as may be amended or replaced from time to time.
- (p) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (q) "**Cielo Gold**" means Cielo Gold Corp., a company incorporated under the BCBCA;
- (r) "**Cielo Gold Commitment**" means the obligation of Cielo Gold described in §4.4 of the Arrangement Agreement, whereby Cielo Gold is obligated to issue Cielo Gold Shares to the holders of Arris Share Commitments who exercise their rights thereunder after the Effective Date, and who are entitled pursuant to the corporate reorganization terms thereof to receive New Shares and Cielo Gold Shares upon such exercise;
- (s) "**Cielo Gold Shareholders**" means the holders of Cielo Gold Shares;
- (t) "**Cielo Gold Shares**" means the common shares without par value in the authorized share structure of Cielo Gold as constituted on the date hereof;
- (u) "**Company**" means Arris Holdings Inc., a company existing under the BCBCA;
- (v) "**Court**" means the Supreme Court of British Columbia;
- (w) "**Depository**" means Arris;
- (x) "**Distributed Cielo Gold Shares**" means the Cielo Gold Shares that are to be distributed to the Arris Shareholders pursuant to §3.1(a);
- (y) "**Effective Date**" means the date on which the Cielo Gold Shares are listed on the Canadian National Stock Exchange ("CNSX").
- (z) "**Exchange Factor**" means the number arrived at by dividing 21,583,372 by the number of issued Arris Shares as of the Share Distribution Record Date;
- (aa) "**Final Order**" means the final order of the Court approving the Arrangement;
- (bb) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Arris Meeting and the Arrangement;
- (cc) "**New Shares**" means the new class of common shares without par value which Arris will create pursuant to §3.1(b)(ii) of this Plan of Arrangement and which, immediately after the Effective Date will be identical in every relevant respect to the Arris Shares;
- (dd) "**Plan of Arrangement**" means this Plan of Arrangement, as may be amended or restated from time to time;
- (ee) "**Registrar**" means the Registrar of Companies under the BCBCA;
- (ff) "**Share Distribution Record Date**" means the close of business on the day which is four Business Days after the date of the Arris Meeting or such other date as agreed to by Arris and Cielo Gold, which date establishes the Arris Shareholders who will be entitled to receive Cielo Gold Shares pursuant to this Plan of Arrangement;

- (gg) "**Tax Act**" means the *Income Tax Act* (Canada), as amended; and
- (hh) "**Transfer Agent**" means Computershare Trust Company of Canada at its principal office in Vancouver, British Columbia.

1.2 **Interpretation Not Affected by Headings**: The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender**: Unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter, and words importing a person shall include a partnership or corporation.

1.4 **Meaning**: Undefined words and phrases used herein that are defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

ARTICLE 2 ARRANGEMENT AGREEMENT

2.1 **Arrangement Agreement**: This Plan of Arrangement is made pursuant and subject to the Arrangement Agreement.

ARTICLE 3 THE ARRANGEMENT

3.1 **The Arrangement**: On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of the securities of Arris or Cielo Gold, but subject to the provisions of Article 5:

- (a) the Company will transfer the Asset to Cielo Gold in consideration for 21,583,372 Cielo Gold Shares (the "**Distributed Cielo Gold Shares**") and the Company will be added to the central securities register of Cielo Gold in respect of such Cielo Gold Shares;
- (b) the authorized share capital of the Company will be changed by:
 - (i) altering the identifying name of the Arris Shares to class A common shares without par value, being the Arris Class A Shares,
 - (ii) creating a class consisting of an unlimited number of common shares without par value (the "**New Shares**"), and
 - (iii) creating a class consisting of an unlimited number of class A preferred shares without par value, having the rights and restrictions described in Exhibit I to the Plan of Arrangement, being the Arris Class A Preferred Shares;
- (c) each issued Arris Class A Share will be exchanged for one New Share and one Arris Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Arris Class A Shares will be removed from the central securities register of the Company and will be added to that central securities register as the holders of the number of New Shares and Arris Class A Preferred Shares that they have received on the exchange;
- (d) all of the issued Arris Class A Shares will be cancelled with the appropriate entries being made in the central securities register of the Company, and the aggregate paid-up capital (as that term is used for purposes of the Tax Act) of the Arris Class A Shares immediately prior to the Effective

Date will be allocated between the New Shares and the Arris Class A Preferred Shares so that the aggregate paid-up capital of the Arris Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Cielo Gold Shares as of the Effective Date, and each Arris Class A Preferred Share so issued will be issued by the Company at an issue price equal to such aggregate fair market value divided by the number of issued Arris Class A Preferred Shares, such aggregate fair market value of the Distributed Cielo Gold Shares to be determined as at the Effective Date by resolution of the board of directors of the Company;

- (e) the Company will redeem the issued Arris Class A Preferred Shares for consideration consisting solely of the Distributed Cielo Gold Shares such that each holder of Arris Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Cielo Gold Shares that is equal to the number of Arris Class A Preferred Shares held by such holder multiplied by the Exchange Factor;
- (f) the name of each holder of Arris Class A Preferred Shares will be removed as such from the central securities register of the Company, and all of the issued Arris Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of the Company;
- (g) the Distributed Cielo Gold Shares transferred to the holders of the Arris Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Arris Class A Preferred Shares and appropriate entries will be made in the central securities register of Cielo Gold;
- (h) the Arris Class A Shares and the Arris Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of the Company will be changed by eliminating the Arris Class A Shares and the Arris Class A Preferred Shares therefrom;
- (i) the Notice of Articles and Articles of the Company will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement; and
- (j) after the Effective Date:
 - (i) all Arris Share Commitments will be exercisable for New Shares and Cielo Gold Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one Arris Share under an Arris Share Commitment will result in the holder of the Arris Share Commitment receiving one New Share and such number of Cielo Gold Shares equal to the number of New Shares so received multiplied by the Exchange Factor,
 - (ii) pursuant to the Cielo Gold Commitment, Cielo Gold will issue the required number of Cielo Gold Shares upon the exercise of Arris Share Commitments as is directed by the Company, and
 - (iii) the Company will, as agent for Cielo Gold, collect and pay to Cielo Gold a portion of the proceeds received for each Arris Share Commitment so exercised, with the balance of the exercise price to be retained by Arris, as determined in accordance with §4.4 of the Arrangement Agreement.

3.2 **No Fractional shares:** Notwithstanding §3.1(e) and §3.1(j), no fractional Cielo Gold Shares shall be distributed to the Arris Shareholders or the holders of Arris Share Commitments and as a result all fractional share amounts arising under such sections shall be rounded down to the next whole number. Any Distributed Cielo Gold Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Arris in its absolute discretion.

3.3 **Arris Shareholder:** The holders of the Arris Class A Shares and the holders of New Shares and Arris Class A Preferred Shares referred to in §3.1(c), and the holders of the Arris Class A Preferred Shares referred to in §3.1(e),

§3.1(f) and §3.1(g), shall mean in all cases those persons who are Arris Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.

3.4 **Deemed Time for Redemption:** In addition to the chronological order in which the transactions and events set out in §3.1 shall occur and shall be deemed to occur, the time on the Effective Date for the redemption of the Arris Class A Preferred Shares set out in §3.1(e) shall occur and shall be deemed to occur immediately after the time of listing of the Arris Class A Preferred Shares on the Exchange on the Effective Date.

3.5 **Deemed Fully Paid and Non-Assessable Shares:** All New Shares, Arris Class A Preferred Shares and Cielo Gold Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.

3.6 **Arrangement Effectiveness:** The Arrangement shall become final and conclusively binding on the Arris Shareholders, the Cielo Gold Shareholders, Arris and Cielo Gold on the Effective Date.

3.7 **Supplementary Actions:** Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Arris and Cielo Gold shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

ARTICLE 4 CERTIFICATES

4.1 **Arris Class A Shares:** Recognizing that the Arris Shares shall be renamed and redesignated as Arris Class A Shares pursuant to §3.1(b)(i) and that the Arris Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), Arris shall not issue replacement share certificates representing the Arris Class A Shares.

4.2 **Arris' Cielo Gold Shares:** Recognizing that the Distributed Cielo Gold Shares shall be transferred to the Arris Shareholders as consideration for the redemption of the Arris Class A Preferred Shares pursuant to §3.1(e), Cielo Gold shall issue one share certificate representing all of the Distributed Cielo Gold Shares registered in the name of Arris, which share certificate shall be held by the Depositary until the Distributed Cielo Gold Shares are transferred to the Arris Shareholders and such certificate shall then be cancelled by the Depositary. To facilitate the transfer of the Distributed Cielo Gold Shares to the Arris Shareholders as of the Share Distribution Record Date, Arris shall execute and deliver to the Depositary and the Transfer Agent an irrevocable power of attorney authorizing them to distribute and transfer the Distributed Cielo Gold Shares to such Arris Shareholders in accordance with the terms of this Plan of Arrangement and Cielo Gold shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it.

4.3 **Arris Class A Preferred Shares:** Recognizing that all of the Arris Class A Preferred Shares issued to the Arris Shareholders pursuant to §3.1(c) will be redeemed by Arris as consideration for the distribution and transfer of the Distributed Cielo Gold Shares under §3.1(e), Arris shall issue one share certificate representing all of the Arris Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depositary, to be held by the Depositary for the benefit of the Arris Shareholders until such Arris Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.

4.4 **Delivery of Cielo Gold Share Certificates:** As soon as practicable after the Effective Date, Cielo Gold shall cause to be issued to the registered holders of Arris Shares as of the Share Distribution Record Date, share certificates representing the Cielo Gold Shares to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates to be mailed to such registered holders.

4.5 **New Share Certificates:** From and after the Effective Date, share certificates representing Arris Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.

4.6 **Interim Period:** Arris Shares traded after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares, and shall not carry any right to receive a portion of the Distributed Cielo Gold Shares.

ARTICLE 5 RIGHTS OF DISSENT

5.1 **Dissent Right:** Notwithstanding §3.1 hereof, holders of Arris Shares may exercise rights of dissent (the "**Dissent Right**") in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in sections 237 - 247 of the BCBCA (collectively the "**Dissent Procedures**").

5.2 **Dealing with Dissenting Shares:** Arris Shareholders who duly exercise Dissent Rights with respect to their Arris Shares ("**Dissenting Shares**") and who:

- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Arris for cancellation immediately before the Effective Date; or
- (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Arris Shareholder and shall receive New Shares and Cielo Gold Shares on the same basis as every other non-dissenting Arris Shareholder, and in no case shall Arris be required to recognize such persons as holding Arris Shares on or after the Effective Date.

5.3 **Reservation of Cielo Gold Shares:** If an Arris Shareholder exercises the Dissent Right, Arris shall on the Effective Date set aside and not distribute that portion of the Distributed Cielo Gold Shares that is attributable to the Arris Shares for which the Dissent Right has been exercised. If the dissenting Arris Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Arris shall distribute to such Arris Shareholder his *pro-rata* portion of the Distributed Cielo Gold Shares. If an Arris Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Arris shall retain the portion of the Distributed Cielo Gold Shares attributable to such Arris Shareholder (the "**Non-Distributed Cielo Gold Shares**"), and the Non-Distributed Cielo Gold Shares shall be dealt with as determined by the board of directors of Arris in its absolute discretion.

ARTICLE 6 REFERENCE DATE

6.1 **Reference Date:** This plan of arrangement is dated for reference the 1st day of March, 2011.

EXHIBIT I

SPECIAL RIGHTS AND RESTRICTIONS FOR ARRIS CLASS A PREFERRED SHARES

The class A preferred shares as a class shall have attached to them the following special rights and restrictions:

Definitions

- (1) In these Special Rights and Restrictions,
 - (a) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,
 - (b) "**Arrangement Agreement**" means the Arrangement Agreement dated as of the 1st day of March, 2011 , between Arris Holdings Inc. (the "**Company**") and Cielo Gold,
 - (c) "**Old Common Shares**" means the common shares in the authorized share structure of the Company that have been re-designated as class A common shares without par value pursuant to the Plan of Arrangement,
 - (d) "**Effective Date**" means the date upon which the Arrangement becomes effective,
 - (e) "**New Shares**" means the common shares without par value created in the authorized share structure of the Company pursuant to the Plan of Arrangement, and
 - (f) "**Plan of Arrangement**" means the Plan of Arrangement attached as Exhibit II to the Arrangement Agreement.
- (2) The holders of the class A preferred shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.
- (3) Class A preferred shares shall only be issued on the exchange of Old Common Shares for New Shares and class A preferred shares pursuant to and in accordance with the Plan of Arrangement.
- (4) The capital to be allocated to the class A preferred shares shall be the amount determined in accordance with §3.1(d) of the Plan of Arrangement.
- (5) The class A preferred shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.
- (6) Any class A preferred share that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.