

AMALGAMATION AGREEMENT

THIS AGREEMENT is made effective as of the 18th day of December, 2017.

AMONG:

CANADIAN DATA PRESERVE INC., a corporation existing under the laws of the Province of British Columbia

(“**Canadian Data**”)

AND:

1145394 B.C. LTD., a corporation existing under the laws of the Province of British Columbia

(“**Subco**”)

AND:

DO SOME MARKETING BLOCK CORP CANADA INC., a corporation existing under the laws of the Province of British Columbia

(“**DSMBC Canada**”)

WHEREAS:

- A. Canadian Data was incorporated pursuant to the *Business Corporations Act* (British Columbia) (“**BCBCA**”) on June 11, 2010;
- B. Canadian Data is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario, and the common shares of Canadian Data are listed for trading on the Canadian Securities Exchange;
- C. Subco was incorporated pursuant to the BCBCA on December 15, 2017, and is a wholly-owned subsidiary of Canadian Data;
- D. DSMBC Canada was incorporated pursuant to the BCBCA, under the name of “1076444 B.C. Ltd.”, on May 20, 2016;
- E. DSMBC Canada changed its name to “Spanish Valley Mineral Corp.” on October 28, 2016, and changed its name to “Do Some Marketing Block Corp Canada Inc.” on November 8, 2017;
- F. DSMBC Canada holds the rights to acquire certain assets from Blockcorp Sociedad Anonima (the “**Vendor**”), which operates a business managing blockchain based transaction verification systems and developing digital currency assets in Costa Rica;
- G. Canadian Data has entered into an asset purchase agreement (the “**Purchase Agreement**”) with DSMBC Canada and the Vendor, pursuant to which DSMBC Canada has agreed to assign its right to acquire certain assets of the Vendor; and

H. It is a condition to completion of the assignment contemplated by the Purchase Agreement that Canadian Data acquire all of the outstanding share capital of DSMBC Canada, and the parties desire to effect this acquisition by way of the amalgamation of Subco and DSMBC Canada (the “**Amalgamation**”) to form one corporation (“**Amalco**”) under Section 269 of the BCBCA, pursuant to which: (i) Canadian Data shall issue securities of Canadian Data to the security holders of DSMBC Canada in exchange for their securities of DSMBC Canada outstanding at the Effective Time (as hereafter defined) on a one-for-one basis, and (ii) Amalco shall become a wholly-owned subsidiary of Canadian Data, all in the manner contemplated herein and pursuant to the terms and conditions hereof.

THEREFORE this Agreement witness 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 hereby agree as follows:

Article 1 INTERPRETATION AND CONSTRUCTION

1.1 Defined Terms

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms shall have corresponding meanings:

- (a) “**Agreement**” means this Amalgamation Agreement and any supplementary or ancillary agreement, instrument or document hereto, all as may be amended from time to time;
- (b) “**Amalco**” has the meaning set out in the recitals hereof;
- (c) “**Amalco Shares**” means common shares in the capital of Amalco;
- (d) “**Amalgamating Companies**” means Subco and DSMBC Canada;
- (e) “**Amalgamation**” has the meaning set out in the recitals hereof;
- (f) “**Amalgamation Resolution**” means the resolution passed by written consent of the DSMBC Shareholders, to adopt this Amalgamation Agreement pursuant to subsections 271(6)(a)(ii) and 271(7) of the BCBCA;
- (g) “**BCBCA**” has the meaning set out in the recitals hereof;
- (h) “**Business Day**” means any day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;
- (i) “**Canadian Data**” means Canadian Data Preserve Inc., a corporation existing under the laws of the Province of British Columbia;
- (j) “**Canadian Data Consolidation**” means the consolidation of the common share capital of Canadian Data on the basis of one post-consolidation common share for every five pre-consolidation common shares outstanding;

- (k) **“Canadian Data Exchange Warrants”** means the common share purchase warrants of Canadian Data, issued in exchange for the DSMBC Warrants, entitling the holder thereof to purchase one Canadian Data Share at a price of \$0.05, on substantially the same terms as the DSMBC Warrants;
- (l) **“Canadian Data Private Placement”** means the private placement of Canadian Data Subscription Receipts at a price of \$0.35 per Canadian Data Subscription Receipt, the proceeds of which will be held in escrow pending conversion of the Canadian Data Subscription Receipts;
- (m) **“Canadian Data Shares”** means common shares in the capital of Canadian Data, as constituted following completion of the Canadian Data Consolidation;
- (n) **“Canadian Data Shareholders”** means the holders of the Canadian Data Shares;
- (o) **“Canadian Data Subscription Receipts”** means the subscription receipts of Canadian Data issued in connection with the Canadian Data Private Placement, each of which will automatically convert into one Canadian Data Share upon the Effective Date;
- (p) **“Certificate of Amalgamation”** means a certificate issued by the Registrar pursuant to the BCBCA to evidence the Amalgamation;
- (q) **“Closing”** means the completion of the Amalgamation contemplated herein;
- (r) **“Confidential Information”** has the meaning set out in section 6.3 hereof;
- (s) **“Dissent Rights”** has the meaning set forth in sections 2.3 hereof;
- (t) **“Dissenting Shareholders”** means DSMBC Shareholders who exercise their Dissent Rights in accordance with section 2.4 hereof;
- (u) **“DSMBC Canada”** means Do Some Marketing Block Corp Canada Inc., a corporation incorporated under the laws of the Province of British Columbia;
- (v) **“DSMBC Debentures”** means the convertible debentures of DSMBC Canada, which are convertible into DSMBC Units at an effective price of \$0.05 per DSMBC Unit, and which are outstanding in the aggregate principal amount of \$1,837,500;
- (w) **“DSMBC Dissent Shares”** has the meaning set forth in section 2.4 hereof;
- (x) **“DSMBC Financial Statements”** means all financial statements of DSMBC Canada, both audited and unaudited as applicable, for the periods required pursuant to applicable regulatory policies for inclusion in any disclosure document or other filing to any applicable regulatory authorities, and includes, but is not limited to, the audited financial statements of DSMBC Canada for the years ended November 30, 2016 and 2017;
- (y) **“DSMBC Shareholders”** means the holders of the DSMBC Shares;

- (z) “**DSMBC Shares**” means common shares in the capital of DSMBC Canada;
- (aa) “**DSMBC Units**” means the units of DSMBC Canada issued upon conversion of the DSMBC Debentures, each of which is comprised of one DSMBC Share and one DSMBC Warrant;
- (bb) “**DSMBC Warrants**” means the share purchase warrants of DSMBC issued upon conversion of the DSMBC Debentures, each of which entitles the holder thereof to purchase one DSMBC Share at a price of \$0.05 per DSMBC Share for a period of twelve months from the date of issuance;
- (cc) “**Effective Date**” means the date of the Amalgamation, as set out on the Certificate of Amalgamation;
- (dd) “**Effective Time**” means the time on the Effective Date that the Amalgamation becomes effective;
- (ee) “**Escrow Arrangements**” has the meaning set forth in subsection 3.1(d) hereof;
- (ff) “**Material Adverse Change**” means a change in the business, operations or capital of Canadian Data, Subco or DSMBC Canada that would reasonably be expected to have a significant adverse effect on the market price or value of a security of that company, including adverse changes of material fact, or any other event or development that could reasonably have a significant adverse impact on that company’s affairs, operations or financial results;
- (gg) “**Purchase Agreement**” has the meaning set out in the recitals hereof;
- (hh) “**Registrar**” means the Registrar of Corporations or a Deputy Registrar of Corporations for the Province of British Columbia duly appointed under the BCBCA;
- (ii) “**Subco**” means 1145394 B.C. Ltd., a corporation incorporated under the laws of the Province of British Columbia;
- (jj) “**Subco Shareholder**” means Canadian Data, the holder of all the Subco Shares;
- (kk) “**Subco Shares**” means common shares in the capital of Subco; and
- (ll) “**Vendor**” has the meaning set out in the recitals hereof.

1.2 Construction

In this Agreement, unless there is something in the context or subject matter inconsistent therewith:

- (a) the terms “this Agreement”, “herein”, “hereof” and “hereunder” and similar expressions refer to this Agreement and any supplementary or ancillary agreement, instrument or document hereto, all as may be amended from time to time, and not to any particular article, section or other portion of this Agreement;

- (b) any reference to a currency shall refer to Canadian currency unless otherwise specifically referenced;
- (c) words importing the singular shall include the plural, and vice versa; words importing gender shall include the opposite gender; words importing natural persons shall include corporations, partnerships, trusts and other legal entities, and vice versa; and words importing a particular form of legal entity shall include all other forms of legal entities interchangeably; and
- (d) the division of this Agreement into Articles, sections, subsections, paragraphs and other subdivisions, and the use of headings, are for ease of reference only and shall not affect the interpretation or construction hereof.

1.3 Date for Any Action

If the date on which any action is required to be taken hereunder is not a Business Day in the place where an action is required to be taken, such action shall be required to be taken on the next succeeding day that is a Business Day in such place.

1.4 Appendices

The following appendices are hereby incorporated in and form part of this Agreement:

- (a) Appendix A – Amalgamation Application
- (b) Appendix B – Articles of Amalco
- (c) Appendix C – Issued and Outstanding Securities (and obligations to issue securities) of Canadian Data, Subco, and DSMBC Canada

Article 2 THE AMALGAMATION

2.1 Statement of General Intent

This Agreement and the Amalgamation are intended, subject to the terms and conditions hereof, to result in the formation of Amalco; the issuance of Canadian Data Shares and Canadian Data Exchange Warrants to the DSMBC Shareholders, in exchange for their DSMBC Shares and DSMBC Warrants outstanding at the Effective Time on a one-for-one basis; and Amalco becoming a wholly-owned subsidiary of Canadian Data. To this end, each of Canadian Data and DSMBC Canada agrees to act in good faith and use all commercially reasonable efforts to take and do, or cause to be taken and done, all acts and other things necessary, proper or advisable to obtain all necessary approvals to complete the Amalgamation in accordance with the terms and conditions hereof and applicable laws, and to cooperate with each other in connection therewith.

2.2 Structure of Amalgamation

Upon and subject to the terms and conditions hereof, the Amalgamating Companies hereby agree to effect the Amalgamation under Section 269 of the BCBCA and to continue as one corporation subsequent to the Amalgamation on the terms and conditions prescribed herein. At the Effective Time:

- (a) the Amalgamating Companies shall be amalgamated under the BCBCA and shall continue as one corporation subsequent to the Amalgamation on the terms and conditions prescribed in this Agreement, and in connection therewith:
- (i) the Amalgamation of the Amalgamating Companies and their continuation as one company shall become irrevocable;
 - (ii) the Amalgamation Application of Amalco that shall be filed with the Registrar shall be as set forth in Appendix "A" attached hereto;
 - (iii) Amalco shall have, as its Articles, the Articles attached hereto as Appendix "B", provided that those Articles have been signed by one or more of the individuals identified in this Agreement as the directors of Amalco;
 - (iv) Amalco shall become capable immediately of exercising the functions of an incorporated company;
 - (v) the shareholders of Amalco shall have the powers and liability provided in the BCBCA;
 - (vi) each shareholder of each of the Amalgamating Companies is bound by this Agreement;
 - (vii) the property, rights and interests of each of the Amalgamating Companies shall continue to be the property, rights and interests of Amalco;
 - (viii) Amalco shall continue to be liable for the obligations of each of the Amalgamating Companies;
 - (ix) an existing cause of action, claim or liability to prosecution is unaffected;
 - (x) a legal proceeding being prosecuted or pending by or against either of the Amalgamating Companies may be prosecuted, or its prosecution may be continued, as the case may be, by or against Amalco; and
 - (xi) a conviction against, ruling, order or judgment in favour or against either of the Amalgamating Companies may be enforced by or against Amalco;
- (b) each Subco Share issued and outstanding at the Effective Time shall be exchanged for one fully paid and non-assessable Amalco Share, and thereafter all the Subco Shares shall be cancelled without any repayment of capital in respect thereof;
- (c) each DSMBC Share issued and outstanding at the Effective Time shall be exchanged for one fully paid and non-assessable Canadian Data Shares, free and clear of any and all encumbrances, liens, charges, demands of any kind and nature, and thereafter all of the DSMBC Shares shall be cancelled without any repayment of capital in respect thereof; and

- (d) each DSMBC Warrant outstanding at the Effective Time shall be exchanged for one Canadian Data Exchange Warrants, entitling the holder to acquire one Canadian Data Share on the same terms and conditions as the DSMBC Warrants, taking into account an exchange ratio of one-to-one, and thereafter all DSMBC Warrants shall be cancelled.

No fractional Canadian Data Shares or Canadian Data Exchange Warrants exercisable for fractional shares, will be issued by Canadian Data. In lieu of any fractional entitlement, the number of Canadian Data Shares to be issued to each former DSMBC Shareholder shall be rounded up to the next greater whole number of Canadian Data Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Canadian Data Shares if the fractional entitlement is less than 0.5 and, in calculating such fractional interests, all Canadian Data Shares registered in the name of or beneficially held by such DSMBC Shareholder or its nominee, as the case may be, shall be aggregated.

2.3 Rights of Dissent for the Subco Shareholder

The Subco Shareholder may exercise rights of dissent (the “**Dissent Rights**”) in respect of the Amalgamation pursuant to, in the manner set forth in, and in strict compliance with Section 242 of the BCBCA. Canadian Data, being the sole Subco Shareholder and having full notice and knowledge of the Dissent Rights and the details of the Amalgamation, hereby waives its Dissent Rights in respect of the Amalgamation in accordance with Section 239 of the BCBCA.

2.4 Rights of Dissent for DSMBC Shareholders

The DSMBC Shareholders may exercise Dissent Rights in respect of the Amalgamation pursuant to, in the manner set forth in, and in strict compliance with Section 242 of the BCBCA. The DSMBC Shareholders who duly exercise their Dissent Rights with respect to their DSMBC Shares (the “**DSMBC Dissent Shares**”), shall:

- (a) if they are ultimately entitled to be and are paid fair value for their DSMBC Dissent Shares, be deemed to have transferred their DSMBC Dissent Shares to DSMBC immediately prior to the Effective Time for cancellation without any repayment of capital in respect thereof and the certificates representing same shall cease to represent any right or claim of any nature or kind; or
- (b) if they are not ultimately entitled, for any reason, to be paid fair value for their DSMBC Dissent Shares, be deemed to have participated in the Amalgamation on the same basis as a DSMBC Shareholder who did not exercise the Dissent Rights, and shall receive Canadian Data Shares in exchange for their DSMBC Shares on the same basis as every other DSMBC Shareholder in accordance with subsection 2.2(c),

always provided that in no case shall Canadian Data or Amalco be required to recognize such persons as holding DSMBC Shares at or after the Effective Time.

DSMBC Canada shall provide prompt notice to Canadian Data of any DSMBC Shareholder’s exercise or purported exercise of Dissent Rights.

In no circumstances shall Canadian Data, DSMBC Canada or any other person be required to recognize a person exercising Dissent Rights unless such person is a registered holder of those DSMBC Shares in respect of which such rights are sought to be exercised. For greater certainty, in no case shall Canadian Data, DSMBC Canada or any other person be required to recognize Dissenting Shareholders as holders of DSMBC Shares after the Effective Time, and the names of such Dissenting Shareholders shall be deleted from the register of DSMBC Shareholders as of the Effective Time. In addition to any other restrictions under the BCBCA, DSMBC Shareholders who vote, or who have instructed a proxyholder to vote, in favour of the Amalgamation Resolution shall not be entitled to exercise Dissent Rights.

2.5 Certificates

- (a) After the Effective Time, the certificates formerly representing Subco Shares and DSMBC Shares (other than the DSMBC Dissent Shares in respect of which subsection 2.4(a) applies) shall represent the right to receive, respectively, Amalco Shares and Canadian Data Shares in accordance with the terms hereof, and:
- (i) the holders of the certificates representing such Subco Shares and DSMBC Shares, upon surrender of said certificates to, respectively, Amalco and Canadian Data, shall receive certificates representing, the Amalco Shares and the Canadian Data Shares to which they are entitled pursuant to, as the case may be, by subsections 2.2(b) and 2.2(c) or by operation of subsection 2.4(b) hereof;
 - (ii) upon the surrender of certificates representing Subco Shares and DSMBC Shares under subsection 2.5(a)(i) above, such certificates shall be cancelled; and
 - (iii) upon the issuance by Canadian Data of the Canadian Data Shares under subsection 2.2(c) hereof, Amalco shall issue to Canadian Data a certificate representing the Amalco Shares to which Canadian Data is entitled pursuant to subsection 2.2(b)

always provided that if any certificate formerly representing Subco Shares and DSMBC Shares is not surrendered in accordance with the terms of this section 2.5 on or prior to 4:00 p.m. (Vancouver Time) on the sixth (6th) anniversary after the Effective Date, such certificates shall cease to represent any right or claim of any nature or kind, and the Amalco Shares and the Canadian Data Shares issued in respect thereof pending the surrender of such certificates shall be cancelled and returned to treasury.

- (b) After the Effective Time, the certificates and agreements formerly representing the DSMBC Warrants shall represent the right to receive equivalent convertible securities in Canadian Data in accordance with the terms hereof, and:
- (i) the holders of the certificates representing such DSMBC Warrants, upon surrender of such certificates or agreements, shall receive certificates representing such Canadian Data Exchange Warrants on the same terms and conditions to which they are entitled pursuant to subsection 2.2(d); and

- (ii) upon the surrender of certificates or agreements representing DSMBC Warrants under subsection 2.5(b)(i) above, such certificates shall be cancelled

always provided that if any certificate or agreement formerly representing DSMBC Warrants is not surrendered in accordance with the terms of this section 2.5 on or prior to 4:00 p.m. (Vancouver Time) on the sixth (6th) anniversary after the Effective Date, subject to earlier expiry of such securities, such certificates shall cease to represent any right or claim of any nature or kind, and any Canadian Data Exchange Warrants issued in respect thereof pending the surrender of such certificates shall be cancelled.

2.6 Initial Amalco Corporate Matters

At the Effective Time, and thereafter subject to such change as may be properly effected under the BCBCA and the Articles of Incorporation of Amalco, as the case may be:

- (a) **Name.** The name of Amalco shall be “Do Some Marketing Block Corp Canada Inc.”
- (b) **Registered Office.** The registered and records office of Amalco shall be Suite 2200, 885 West Georgia Street, Vancouver, British Columbia, V6C 3E8.
- (c) **First Director.** The first director of Amalco shall be Brian Cameron.
- (d) **Authorized Capital.** The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, with the rights and restrictions set out in the Articles of Amalco.
- (e) **Restrictions on Business.** There shall be no restrictions on the business that Amalco may carry on.
- (f) **Restrictions on Share Transfer.** Unless and for so long as Amalco is not a public company, no Amalco Shares may be transferred without the written consent of the directors of Amalco, which consent may be withheld at their sole discretion and without reason therefor.
- (g) **Fiscal Year.** The fiscal year end of Amalco shall be May 31.
- (h) **Auditor.** The auditor of Amalco shall be the auditor of Canadian Data, unless the appointment of an auditor is waived.
- (i) **Amalgamation Application.** The form of the Amalgamation Application to be filed with the Registrar in connection with the Amalgamation, including the form of Amalco's Articles, is attached hereto as Appendix “A”.
- (j) **Articles of Amalco.** A copy of the Articles of Amalco, signed by the individual referred to in subsection (d) above, is attached hereto as Appendix “B”.

2.7 Canadian Data Corporate Matters on Closing

Subject to the terms and conditions of this Agreement, at the Closing:

- (a) **Name.** Canadian Data shall change its name to “Do Some Marketing Block Corp.”, or such other name as Canadian Data and DSMBC Canada shall agree.
- (b) **Directors.** Canadian Data shall reconstitute its board of directors such that Van Potter, Jack Saltich and Michael Barlett shall resign, and the following directors shall be appointed in substitution thereof, subject to Canadian Data’s receipt of all necessary documentation to effect such appointments:
 - (i) Mo Ahmad;
 - (ii) Brian Cameron;
 - (iii) Jon Malach;
 - (iv) Marco Parente;
 - (v) Yasmine Roulleau; and
 - (vi) any such additional directors as agreed upon between the parties.
- (c) **Officers.** Canadian Data shall reconstitute its senior management such that Van Potter shall resign as an officer of Canadian Data and the following officers shall be appointed, subject to Canadian Data’s receipt of all necessary documentation to effect such appointments:
 - (i) Mo Ahmad – Chief Executive Officer;
 - (ii) Mo Ahmad – President;
 - (iii) Brian Cameron – Chief Financial Officer and Corporate Secretary; and
 - (iv) any such additional officers as agreed upon between the parties.

Article 3 **CONDITIONS PRECEDENT TO THE AMALGAMATION**

3.1 Mutual Conditions Precedent

Each party's obligation to satisfy their respective covenants herein and consummate the Amalgamation and other transactions contemplated herein is subject to the satisfaction, on or before the Effective Date (or such other date as otherwise may be specifically indicated), of the following conditions, any of which may be waived by mutual consent of the parties subject to the satisfaction or in absence of such further conditions with respect to the giving of such waiver, and without prejudice to their rights to rely on one or more other conditions precedent:

- (a) effective upon the Closing, the board of directors of Canadian Data (the “**Board**”) shall be reconstituted to consist of at least five members, comprising the following persons:
 - (i) Mo Ahmad;
 - (ii) Brian Cameron;
 - (iii) Jon Malach;
 - (iv) Marco Parente;
 - (v) Yasmine Roulleau; and
 - (vi) such other persons agreeable to both Canadian Data and DSMBC Canada;
- (b) effective upon the Closing, the management of Canadian Data (the “**Management**”) shall be reconstituted to comprise the following persons:
 - (i) Mo Ahmad – Chief Executive Officer;
 - (ii) Mo Ahmad – President;
 - (iii) Brian Cameron – Chief Financial Officer and Corporate Secretary; and
 - (iv) such other persons agreeable to both Canadian Data and DSMBC Canada;
- (c) all necessary documents, approvals and consents shall be obtained to effect the appointments to the Board and the Management of Canadian Data described in subsections 3.1(a) and 3.1(b) above;
- (d) the Purchase Agreement being in full force and effect, and all outstanding conditions precedent to the transactions contemplated in the Purchase Agreement having been completed;
- (e) all of the DSMBC Debentures shall have been duly converted into DSMBC Units in accordance with their terms;
- (f) each of the persons required by the Canadian Securities Exchange to enter into escrow, pooling or other restricted resale arrangements shall have entered into or consented in writing to such agreements, instruments or other arrangements (the “**Escrow Arrangements**”) to effect same in form and content satisfactory to the Canadian Securities Exchange in its sole discretion;
- (g) neither Canadian Data nor DSMBC Canada shall have issued any further securities without the consent of the other party, other than as contemplated herein, or in the case of Canadian Data, in connection with the Canadian Data Private Placement, or in the case of DSMBC Canada, in connection with the conversion of the DSMBC Debentures;

- (h) each of Subco and DSMBC Canada shall have received the requisite approval of their respective shareholders for the adoption of this Agreement and the completion of the Amalgamation as required by the BCBCA, and shall have taken all necessary steps so that the Amalgamation may be effected;
- (i) all other approvals, consents and orders that are necessary or advisable for the consummation of the Amalgamation or other transactions contemplated herein shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the parties hereto, acting reasonably;
- (j) the Canadian Securities Exchange shall have approved completion of the Amalgamation and the other transactions contemplated herein and in the Purchase Agreement;
- (k) there shall be no material action, cause of action, claim, demand, suit, investigation or other proceedings in progress, pending or threatened against or affecting any of Canadian Data, Subco or DSMBC Canada, at law or in equity, or before any governmental department, commission, or agency, which involve the reasonable likelihood of any judgment or liability against any of the parties;
- (l) there shall not be in force any prohibition at law, order or decree restraining or enjoining the consummation of the Amalgamation or other transactions contemplated herein;
- (m) the representations and warranties of the parties herein shall be true and correct in all material respects as at the Effective Time; and
- (n) all covenants, obligations and conditions of the parties herein on their parts shall be performed, satisfied and observed prior to or at the Effective Time shall have been performed, satisfied and observed in all material respects.

3.2 Canadian Data and Subcos' Conditions Precedent

The obligation of Canadian Data and Subco to satisfy their respective covenants herein and consummate the Amalgamation and other transactions contemplated herein is subject to the satisfaction, on or before the Effective Date (or such other date as otherwise may be specifically indicated), of the following conditions, any of which may be waived by mutual consent of Canadian Data and Subco subject to the satisfaction or in absence of such further conditions with respect to the giving of such waiver, and without prejudice to their rights to rely on one or more other conditions precedent:

- (a) DSMBC Canada shall have delivered to Canadian Data a list of all DSMBC Shareholders and all of the DSMBC Shares and DSMBC Warrants, as applicable, held by each of them as at the Effective Time, certified to be complete and accurate in all respects by a director or senior officer of DSMBC Canada;
- (b) DSMBC Canada shall have delivered to Canadian Data the DSMBC Financial Statements;

- (c) each of the holders of the DSMBC Warrants shall have consented to the exchange of their securities for Canadian Data Exchange Warrants, pursuant to the terms of this Agreement;
- (d) no DSMBC Shareholders shall have exercised their Dissent Rights and there shall be no DSMBC Dissent Shares;
- (e) DSMBC Canada shall have delivered to Canadian Data all of the documents set out in Section 4.4 herein;
- (f) DSMBC Canada shall have delivered to Canadian Data any other such documents and other information as Canadian Data, and any regulatory authority or body having jurisdiction, shall have reasonably requested; and
- (g) there shall have been no Material Adverse Changes with respect to DSMBC Canada.

3.3 DSMBC Canada Conditions Precedent

The obligation of DSMBC Canada to satisfy its covenants herein and consummate the Amalgamation and other transactions contemplated herein is subject to the satisfaction, on or before the Effective Date (or such other date as otherwise may be specifically indicated), of the following conditions, any of which may be waived by DSMBC Canada subject to the satisfaction or in absence of such further conditions with respect to the giving of such waiver, and without prejudice to its rights to rely on one or more other conditions precedent:

- (a) Canadian Data shall have delivered to DSMBC Canada all of the documents set out in Section 4.2 herein;
- (b) Canadian Data shall have completed the Canadian Data Consolidation;
- (c) Canadian Data shall have completed the Canadian Private Placement for gross proceeds of not less than \$3,000,000;
- (d) each of Canadian Data and Subco shall have delivered to DSMBC Canada such documents and other information as DSMBC Canada, and any other regulatory authority or body having jurisdiction, shall have reasonably requested or required;
- (e) Canadian Data shall have conducted its business in the ordinary course and shall not have expended any cash or incurred any liabilities or other obligations (contingent or otherwise) other than in the ordinary course of business or in connection with the transactions contemplated herein;
- (f) Canadian Data shall have only such liabilities as may be acceptable to DSMBC Canada, except regulatory, legal, and other costs directly associated with completion of the Amalgamation; and
- (g) there shall have been no Material Adverse Changes with respect to Canadian Data or Subco.

Article 4 CLOSING

4.1 Time and Place of Closing

The Closing shall take place at the Effective Time at such place as may be mutually agreed between Canadian Data and DSMBC Canada, or as soon as reasonably practicable thereafter at such time, on such date and at such place as Canadian Data and DSMBC Canada may otherwise agree.

4.2 Canadian Data Deliveries at Closing

At the Closing, Canadian Data shall deliver to DSMBC Canada:

- (a) a certified copy of the directors' resolutions or other documentation evidencing the approval of Canadian Data entering into this Agreement and all matters related to the Amalgamation;
- (b) a certified copy of the directors' resolutions or other documentation evidencing the approval of Subco entering into this Agreement;
- (c) a certified copy of the sole shareholder's resolution evidencing the Subco Shareholder's adoption of this Agreement and approval of the Amalgamation;
- (d) a certified copy of the Certificate of Amalgamation;
- (e) copies of the share certificates representing the Canadian Data Shares issued pursuant to subsection 2.2(c), it being acknowledged and agreed that said share certificates shall be held by Canadian Data pending receipt of and in exchange for DSMBC Canada share certificates pursuant to subsection 2.5(a);
- (f) copies of the warrant certificates representing the Canadian Data Exchange Warrants issued pursuant to subsection 2.2(d), it being acknowledged and agreed that said warrant certificates shall be held by Canadian Data pending receipt of and in exchange for DSMBC Canada warrant certificates pursuant to 2.5(b);
- (g) a certificate signed by a director or senior officer of Canadian Data confirming that all Canadian Data's conditions precedent to the Amalgamation for the benefit of Canadian Data have been satisfied or waived by Canadian Data, and that all representations and warranties of Canadian Data contained herein are true and correct as if they had been made at the Effective Time;
- (h) copies of resignations from Van Potter, Jack Saltich and Michael Barlett as directors of Canadian Data; and
- (i) such other documents and instruments in connection with the Closing as may be reasonably requested by DSMBC Canada.

4.3 Amalcos' Deliveries at Closing

At the Closing, Amalco shall deliver to Canadian Data share certificates representing the Amalco Shares issued pursuant to subsection 2.2(b).

4.4 DSMBC Canada Deliveries at Closing

At the Closing, DSMBC Canada shall deliver to Canadian Data:

- (a) a certified copy of the directors' resolutions or other documentation evidencing the approval of DSMBC Canada entering into this Agreement and all matters related to the Amalgamation;
- (b) a certified copy of the shareholders' resolutions or other documentation evidencing the DSMBC Canada Shareholders adoption of this Agreement and approval of the Amalgamation;
- (c) a certificate signed by a director or senior officer of DSMBC Canada confirming that no DSMBC Shareholders have exercised their Dissent Rights and that there are no DSMBC Dissent Shares;
- (d) a list of all DSMBC Shareholders, and all the DSMBC Shares and DSMBC Warrants, as applicable, held by each of them, as at the Effective Time, certified to be complete and accurate in all respects by a director or senior officer of DSMBC Canada;
- (e) the minute books and corporate records of DSMBC Canada (which shall thereafter form part of the pre-Amalgamation minutes and corporate records of Amalco);
- (f) a certificate signed by a director or senior officer of DSMBC Canada confirming that all DSMBC Canada's conditions precedent to the Amalgamation for the benefit of DSMBC Canada have been satisfied or waived by DSMBC Canada, and that all representations and warranties of DSMBC Canada contained herein are true and correct as if they had been made at the Effective Time; and
- (g) such other documents and instruments in connection with the Closing as may be reasonably requested by Canadian Data.

Article 5 TERMINATION

5.1 Right to Terminate

This Agreement may be terminated at any time prior to the Effective Time, by the mutual consent of the parties or in the following circumstances by written notice given by the terminating party to the other parties hereto:

- (a) by either of Canadian Data or DSMBC Canada, if the Effective Time has not occurred on or before March 31, 2018; or

- (b) by either of Canadian Data or DSMBC Canada (the “**Non-Defaulting Party**”), if the other party hereto is in default (the “**Defaulting Party**”) of any covenant on its part to be performed hereunder, and the Non-Defaulting Party has given written notice (the “**Default Notice**”) of such default to the Defaulting Party and the Defaulting Party has failed to cure such default within fourteen days of the Default Notice,

and in such event, each party hereto shall be released from all obligations under this Agreement without liability, always provided that such release without liability shall not apply if such termination is a result of the party’s failure to perform, satisfy or observe in good faith its obligations to be performed, satisfied or observed hereunder.

5.2 Effect of Termination

Notwithstanding section 5.1, each party's right of termination under this Article is in addition to and not in derogation of or limitation to any other rights, claims, causes of action or other remedy that such party may have under this Agreement or otherwise at law with respect to any misrepresentation, breach of covenant or indemnity contained herein.

Article 6 CONDUCT OF AFFAIRS PRIOR TO CLOSING

6.1 Conduct of Business

From the date of this Agreement until the earlier of the Closing or the termination of this Agreement, and except as expressly contemplated by this Agreement, each party hereto shall conduct its business, affairs and operations in the ordinary and usual course consistent with past practices and shall not:

- (a) enter into (or terminate) any material contract or material transaction;
- (b) expend any material amount of funds or incur any material liabilities or obligations;
- (c) issue any securities other than in connection with the Canadian Data Private Placement or in accordance with the terms and conditions of a previously issued convertible security outstanding at the date hereof, all of which previously issued convertible securities outstanding as at the date hereof, for each party, are fully and accurately disclosed in Appendix “C” hereto,

or otherwise take any other action with the intent or foreseeable effect of leading to any of the foregoing, without first obtaining the written consent of the other parties hereto, which consent shall not be unreasonably withheld or delayed.

6.2 Non-Solicitation

From the date of this Agreement until the earlier of the Closing or the termination of this Agreement, each party hereto and their respective directors, officers, employees and agents shall not, and shall not permit any other person to, directly or indirectly discuss, solicit, encourage, accept or approve any offer to acquire it or its business or assets, whether as a primary or back-up offer, or take any other action with the intent or foreseeable effect of leading

to any negotiation, agreement, commitment or understanding for the acquisition of it or its business or assets or leading to the frustration of or any interference with this Agreement. Notwithstanding the foregoing, nothing herein contained shall be interpreted as limiting the directors of either party from performing their fiduciary duties as directors under applicable law.

6.3 Access to Information; Use and Confidentiality

From the date of this Agreement until the earlier of the Closing or the termination of this Agreement, each party hereto shall give to the other parties full access during normal business hours to all directors, officers, employees, consultants, properties, assets, contracts, books, accounts, records and other information, data and documents pertaining to the party and its business, affairs, operations, properties, assets, liabilities and financial condition ("**Confidential Information**"), always provided that such access shall not materially interfere with the normal business operations of the person. Upon the termination of this Agreement for any reasons, any party in receipt of Confidential Information shall promptly return same to the originating party together with any copies thereof and any other information, data and documents in any form produced, made or derived therefrom.

Confidential Information to which a party receives access to or is given in accordance herewith shall be used solely for the purpose of completing the Amalgamation and shall be treated on a strictly confidential basis, except any such information, data and documents which has been previously or has become generally disclosed to the public other than through a breach of this confidentiality provision, or that is required to be disclosed by a court of competent jurisdiction. The parties agree to restrict access to Confidential Information on a need to know basis and to take all appropriate steps to safeguard against the accidental disclosure or improper use of Confidential Information.

6.4 Public Disclosure

All public announcements regarding this Agreement or the Amalgamation shall be subject to review and reasonable consultation of all parties hereto as to form, content and timing, before public disclosure, always provided that a party shall be entitled to make such public announcement if required by applicable law or regulatory requirements to immediately do so and it has taken reasonable efforts to comply herewith.

Article 7 REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Canadian Data and Subco

Each of Canadian Data and Subco, jointly and severally represents and warrants to DSMBC Canada that:

- (a) where applicable, it has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its property and assets, and it is duly and appropriately registered, licensed and otherwise qualified to carry on its business and to own, lease and operate its property and assets and is in good standing in all material respects in each jurisdiction where it carries on business or owns, leases or operates its property or assets;

- (b) its authorized and issued share capital is as set out set out in Appendix "C" hereto, and other than as set out in Appendix "C":
- (i) there are no rights, privileges or agreements requiring it to repurchase, redeem, retract or otherwise acquire, whether directly or indirectly, any of its issued shares or other securities; and
 - (ii) there are no options, warrants, rights, privileges or agreements requiring it to sell, or otherwise issue (by exercise, conversion, exchange or otherwise), whether directly or indirectly, any of its unissued shares;
- and such information contained in Appendix "C" hereto shall remain accurate and complete in all material respects at the Closing unless otherwise agreed by the parties subject only to the issuance of Canadian Data Shares and Canadian Data Exchange Warrants pursuant to the Amalgamation and Canadian Data Subscription Receipts pursuant to the Canadian Data Private Placement;
- (c) it has all requisite corporate power and capacity and has taken all necessary corporate action to authorize it to execute and deliver this Agreement and perform its obligations hereunder, and this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with this Agreement's terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court;
- (d) its execution and delivery of this Agreement and its performance of its obligations hereunder does not and shall not result in the breach of, constitute a default under or conflict with:
- (i) any provision of its constating documents;
 - (ii) any resolutions of its shareholders or directors;
 - (iii) any statute, rule or regulation applicable to it or its property;
 - (iv) any order, decree or judgment of a court or regulatory authority or body having jurisdiction over it or its property; or
 - (v) any mortgage, indenture or other agreement to which it is a party or it or its property is bound;
- (e) there are no claims, actions, suits or proceedings (judicial, administrative or otherwise) commenced, pending or threatened against it, or any of its subsidiaries, as applicable, nor to its knowledge is any of the foregoing contemplated nor to its knowledge is there any basis therefore; and
- (f) all consents, approvals, permits, authorizations or filings as may be required for the execution and delivery of this Agreement, and the completion of the Amalgamation contemplated herein, have been obtained.

7.2 **Additional Representations and Warranties of Canadian Data**

Canadian Data represents and warrants to DSMBC Canada that:

- (a) it is incorporated or otherwise formed under the laws of British Columbia, is a valid and existing company, and, with respect to the filing of annual reports, is in good standing;
- (b) it has no subsidiaries other than Subco, and Subco has no assets or active business operations;
- (c) it is a reporting issuer in the Provinces of British Columbia, Alberta and Ontario, and it is not in material default of any material requirement under the securities laws of said provinces;
- (d) all public information filed by it with the securities regulatory authorities having jurisdiction over it (including but not limited to information available through SEDAR) as at the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made;
- (e) its audited annual financial statements for the most recently completed financial year that are publicly filed and available on SEDAR fairly present the financial condition and results of operations of Canadian Data as at the end of and for the periods indicated therein, and since the date of the most recent of said audited annual financial statements, Canadian Data has not:
 - (i) entered into (or terminated) any material contract or material transaction, except for the Purchase Agreement or in connection with the Canadian Data Private Placement; or
 - (ii) expended any material amount of funds or incurred any material liabilities or obligations; or
 - (iii) issued any securities, other than securities issuable pursuant to the exercise of existing convertible securities;

except as set out in Appendix "C", disclosed herein, publicly disclosed at the date hereof, or otherwise subsequent to the date hereof entered into, expended, incurred or issued in the ordinary and usual course of business consistent with past practice in accordance with the terms hereof or in connection with the transactions contemplated herein, and since the date of the most recent of said audited annual financial statements there has been no material change (as defined in the *Securities Act* (British Columbia)) relating to it that has not been publicly disclosed; and

- (f) it has no employees, and there are no outstanding severance payments, bonus and vacation liabilities, pension and employee benefits, withholding taxes, and other employee-related costs, expenses and liabilities.

7.3 Additional Representations and Warranties of Subco

Subco represents and warrants to DSMBC Canada that it is incorporated or otherwise formed under the laws of British Columbia, is a valid and existing company, and, with respect to the filing of annual reports, is in good standing.

7.4 Representations and Warranties of DSMBC Canada

DSMBC Canada represents and warrants to each of Canadian Data and Subco that:

- (a) it is incorporated under the laws of British Columbia, is a valid and existing company and with respect to the filing of annual reports is in good standing;
- (b) it has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its property and assets, and it is duly and appropriately registered, licensed and otherwise qualified to carry on its business and to own, lease and operate its property and assets and is in good standing in each jurisdiction where it carries on business or owns, leases or operates its property or assets;
- (c) its authorized and issued share capital is as set out set out in Appendix "C" hereto, and other than as disclosed herein:
 - (i) there are no rights, privileges or agreements requiring it to repurchase, redeem, retract or otherwise acquire, whether directly or indirectly, any of its issued shares or other securities; and
 - (ii) there are no options, warrants, rights, privileges or agreements requiring it to sell, or otherwise issue (by exercise, conversion, exchange or otherwise), whether directly or indirectly, any of its unissued shares, except in connection with the conversion of the DSMBC Debentures;

and such information contained in Appendix "C" hereto shall remain accurate and complete in all material respects at the Closing, subject to conversion of the DSMBC Debentures prior to the Effective Time;

- (d) it has all requisite corporate power and capacity and has taken all necessary corporate action to authorize it to execute and deliver this Agreement and perform its obligations hereunder, and this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with this Agreement's terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court;
- (e) its execution and delivery of this Agreement and its performance of its obligations hereunder does not and shall not result in the breach of, constitute a default under or conflict with:
 - (i) any provision of its constating documents;

- (ii) any resolutions of its shareholders or directors;
 - (iii) any statute, rule or regulation applicable to it or its property;
 - (iv) any order, decree or judgment of a court or regulatory authority or body having jurisdiction over it or its property; or
 - (v) any mortgage, indenture or other agreement to which it is a party or it or its property is bound;
- (f) all DSMBC Shares are issued as fully paid and non-assessable securities of DSMBC Canada and are free and clear of any and all encumbrances, liens, charges, demands of any kind and nature, other than those acceptable to Canadian Data in writing;
- (g) there are no claims, actions, suits or proceedings (judicial, administrative or otherwise) commenced, pending or threatened against it, nor to its knowledge is any of the foregoing contemplated nor to its knowledge is there any basis therefor;
- (h) it is not a reporting issuer or equivalent in any jurisdiction and has not contravened any applicable securities laws of any jurisdiction, including without limitation in relation to the issuing of its seed shares, founders shares or any other shares or other securities;
- (i) DSMBC Canada has not:
- (i) entered into (or amended or terminated) any material contract or material transaction other than the Purchase Agreement, or in connection with transactions involving the Vendor or the issuance of the DSMBC Debentures; or
 - (ii) issued any securities other than as disclosed herein, or in accordance with the terms and conditions of a previously issued convertible security, all of which previously issued convertible securities which are outstanding as at the date hereof are fully and accurately disclosed in Appendix "C" hereto,

and since the date of the most recent of the DSMBC Financial Statements there has been no material change (as defined in the *Securities Act* (British Columbia)) relating to it;

- (j) DSMBC Canada is in good standing with respect to all of its obligations owing pursuant to all its material contracts, including the Purchase Agreement, and each of such material contracts is a legal, valid and binding obligation of DSMBC Canada;
- (k) to the knowledge of DSMBC Canada, other than as has been disclosed in writing directly to Canadian Data, all activities of DSMBC Canada are in material compliance with and are in good standing under all applicable laws, rules, regulations and regulatory orders and prohibitions and there have been no

violations thereof nor any basis for a claim or determination thereof, and there are no current, pending or threatened order, prohibition or other directive relating to any such matters nor to DSMBC Canada's knowledge any basis for such order, prohibition or other directive; and

- (l) DSMBC Canada has no employees, and there are no outstanding severance payments, bonus and vacation liabilities, pension and employee benefits, withholding taxes, and other employee-related costs, expenses and liabilities.

Article 8 GENERAL

8.1 Expenses

The parties hereto acknowledge and agree that each party shall be responsible for its own costs, whether or not the transactions contemplated herein are completed, including but not limited to any fees, disbursements and charges incurred with respect to its due diligence investigations and the preparation of this Agreement and any other documents, certificates and opinions required for the Closing or otherwise required in connection herewith.

8.2 Notices

Each notice, demand or other communication required or permitted to be given hereunder shall be effective if by email, in writing and delivered personally, transmitted by fax (with electronic confirmed receipt) or sent by prepaid mail as follows:

- (a) If to Canadian Data,

Canadian Data Preserve Inc.
Suite 1140, 1185 West Georgia Street
Vancouver, British Columbia, V6E 4E6
Fax: 602.865.9356
Email: bcameron@certive.com

Attention: Brian Cameron, Chief Financial Officer

- (b) If to Subco,

1145394 B.C. Ltd.
Suite 1140, 1185 West Georgia Street
Vancouver, British Columbia, V6E 4E6
Fax: 602.865.9356
Email: bcameron@certive.com

Attention: Brian Cameron, Director

- (c) If to DSMBC Canada:

Do Some Marketing Block Corp Canada Inc.
Suite 2200, 885 West Georgia Street
Vancouver, British Columbia, V6C 3E8

Fax: 604.691.6120
Email: edward@apolloinnovative.com

Attention: Edward Reisner, Director

and any notice, demand or other communication given as aforesaid shall be deemed to be received on the date of email, personal delivery or facsimile transmission if delivered or transmitted during normal business hours (and on the first Business Day thereafter if delivered or transmitted after normal business hours), and the third Business Day after mailing if sent by prepaid mail, excluding all days when normal mail service is interrupted. Any party may from time to time change its address of service by notice to the other parties in accordance herewith.

8.3 Entire Agreement and Further Assurances

Except for the Purchase Agreement, this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, whether oral or written, existing between the parties with respect to the subject matter hereof.

The parties shall from time to time promptly execute or cause to be executed all such deeds, conveyances and other documents and instruments and do or cause to be done all such acts and other things which may be necessary or advisable to fully carry out and give effect to the intent of and matters contained in this Agreement.

8.4 Amendments and Waivers

This Agreement may only be amended by instrument in writing signed by the parties hereto, without further notice to or consent or approval by their respective shareholders unless strictly required by applicable law.

Any waiver or consent hereunder must be in writing and signed by the party giving the waiver or consent. No waiver or consent hereunder shall be construed or deemed to be a waiver or consent with respect to any other provision hereof or to be a continuous waiver or consent unless so expressly provided for.

8.5 Severability

If any provision or part thereof of this Agreement is declared by a court or other judicial or administrative body of competent jurisdiction to be illegal, invalid or unenforceable, that provision or part thereof shall be severed from this Agreement and the remaining provisions of part thereof of this Agreement shall continue in full force and effect and unaffected thereby.

8.6 Assignment and Enurement

This Agreement is personal in nature and may not be assigned in whole or in part without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

8.7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereto acknowledge and agree that the courts of British Columbia shall have exclusive jurisdiction with respect to any dispute or other matter arising hereunder.

8.8 Time of the Essence


Time shall be of the essence hereof.

8.9 Execution and Delivery

This Agreement may be signed and delivered in two or more counterparts and by facsimile or functionally equivalent electronic means, and when taken together such counterparts and facsimiles shall be deemed to constitute one and the same and an originally executed instrument having effect from the date first above written notwithstanding the date of execution and delivery.


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

CANADIAN DATA PRESERVE INC.

per: 

Brian Cameron
Chief Financial Officer

1145394 B.C. LTD.

per: 

Brian Cameron
Director

**DO SOME MARKETING BLOCK CORP
CANADA INC.**

per: *Edward Reisner*

Edward Reisner
Director

APPENDIX A

to the Amalgamation Agreement made effective as of December 18, 2017 between Canadian Data Preserve Inc., 1145394 B.C. Ltd., and Do Some Marketing Block Corp Canada Inc.

AMALGAMATION APPLICATION

See attached.

APPENDIX B

to the Amalgamation Agreement made effective as of December 18, 2017 between Canadian Data Preserve Inc., 1145394 B.C. Ltd., and Do Some Marketing Block Corp Canada Inc.

ARTICLES OF AMALCO

See attached.

APPENDIX C

to the Amalgamation Agreement made effective as of December 18, 2017 between Canadian Data Preserve Inc., 1145394 B.C. Ltd., and Do Some Marketing Block Corp Canada Inc.

ISSUED AND OUTSTANDING SECURITIES (AND OBLIGATIONS TO ISSUE SECURITIES)

A. Canadian Data Preserve Inc.

Type of Security	Number
Canadian Data Shares outstanding at date hereof	15,638,667 ⁽¹⁾
Other agreements/rights to issue Common Shares	Nil

B. 1145394 B.C. Ltd.

Type of Security	Number
Subco Shares outstanding at date hereof	100

C. Do Some Marketing Block Corp Canada Inc.

Type of Security	Number
DSMBC Shares outstanding at date hereof	1
DSMBC Shares outstanding at Effective Date	36,750,001 ⁽²⁾
DSMBC Warrants outstanding at date hereof	Nil
DSMBC Warrants outstanding at Effective Date	36,750,000 ⁽²⁾

Notes:

- (1) Prior to completion of the Canadian Data Consolidation.
- (2) Of which 36,750,000 DSMBC Shares and DSMBC Warrants are issuable upon the due conversion of the DSMBC Debentures immediately prior to the Effective Date.