

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of the 14th day of June, 2010.

AMONG:

TULOX RESOURCES INC., a corporation incorporated under the laws of the Province of British Columbia ("**Tulox**")

- and -

Canadian Data Preserve Inc., a corporation incorporated under the laws of the Province of British Columbia ("**CDP**")

- and -

Greenfab Build Systems Inc., a corporation incorporated under the laws of the Province of British Columbia ("**GBS**")

- and -

Manuweb Software Systems Inc., a corporation incorporated under the laws of the Province of British Columbia ("**MSS**")

- and -

Media Script Marketing Inc., a corporation incorporated under the laws of the Province of British Columbia ("**MSM**")

- and -

Tulox HR Online Management Inc., a corporation incorporated under the laws of the Province of British Columbia ("**THOM**")

- and -

Tulox Real Estate Developments Inc., a corporation incorporated under the laws of the Province of British Columbia ("**TRED**")

AND WHEREAS the Parties hereto intend to carry out the transactions contemplated herein by way of an arrangement under the provisions of the *Business Corporations Act* (British Columbia);

AND WHEREAS the Parties hereto have entered into this Agreement to provide for the matters referred to in the foregoing recital and for other matters relating to such arrangement;

NOW THEREFORE, in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms have the meanings hereinafter set forth:

- (a) **"Agreement"**, **"herein"**, **"hereof"**, **"hereto"**, **"hereunder"** and similar expressions mean and refer to this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;
- (b) **"Applicable Laws"** means all applicable corporate laws, rules of applicable stock exchanges and applicable securities laws, including the rules, regulations, notices, instruments, blanket orders and policies of the securities regulatory authorities in Canada;
- (c) **"Arrangement"** means the arrangement pursuant to Section 288 of the BCBCA set forth in the Plan of Arrangement;
- (d) **"Arrangement Provisions"** means Part 9, Division 5 of the BCBCA;
- (e) **"Arrangement Resolution"** means the special resolution in respect to the Arrangement and other related matters to be considered at the Tulox Meeting;
- (f) **"Articles of Arrangement"** means the articles of arrangement in respect of the Arrangement required under Subsection 294(3) of the BCBCA to be sent to the Registrar after the Final Order has been granted, giving effect to the Arrangement;
- (g) **"Assets"** means the assets of Tulox to be transferred to the Tulox Subsidiaries pursuant to the Arrangement, as more particularly described in Schedule B attached hereto and forming part of this Agreement;
- (h) **"BCBCA"** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended, including the regulations promulgated thereunder;
- (i) **"Business Day"** means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia are not generally open for business;
- (j) **"CDP"** means Canadian Data Preserve Inc., a private company incorporated under the BCBCA;
- (k) **"CDP Option Plan Resolution"** means an ordinary resolution to be considered by the Tulox Shareholders to approve the CDP Option Plan, the full text of which is set out in Schedule "C" to this Arrangement Agreement;
- (l) **"CDP Shareholder"** means a holder of CDP Shares;
- (m) **"CDP Shares"** means the common shares without par value in the authorized share structure of CDP, as constituted on the date of this Agreement;
- (n) **"CNSX"** means the Canadian National Stock Exchange;

- (o) **“Computershare”** means Computershare Trust Company of Canada;
- (p) **"Court"** means the Supreme Court of British Columbia;
- (q) **“Dissenting Shareholder”** means a Tulox Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its Tulox Shares in accordance with the Interim Order and the Plan of Arrangement;
- (r) **“Dissenting Shares”** means the Tulox Shares in respect of which Dissenting Shareholders have exercised a right of dissent;
- (s) **"Effective Date"** means the date the Arrangement becomes effective under the BCBCA;
- (t) **“Exchange Factor”** means the number arrived at by dividing 5,393,667 by the number of issued Tulox Shares as of the close of business on the Share Distribution Record Date;
- (u) **"Final Order"** means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (v) **"GAAP"** means generally accepted accounting principles in effect in Canada at the relevant time, including the accounting recommendations in the Handbook of the Canadian Institute of Chartered Accountants;
- (w) **"GBS"** means Greenfab Build Systems Inc., a private company incorporated under the BCBCA;
- (x) **"GBS Option Plan Resolution"** means an ordinary resolution to be considered by the Tulox Shareholders to approve the GBS Option Plan, the full text of which is set out in Schedule "D" to this Arrangement Agreement;
- (y) **"GBS Shareholder"** means a holder of GBS Shares;
- (z) **"GBS Shares"** means the common shares without par value in the authorized share structure of GBS, as constituted on the date of this Agreement;
- (aa) **"Information Circular"** means the management proxy circular of Tulox to be sent by Tulox to the Tulox Shareholders in connection with the Tulox Meeting;
- (bb) **"Interim Order"** means an interim order of the Court concerning the Arrangement in respect of Tulox, containing declarations and directions with respect to the Arrangement and the holding of the Tulox Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (cc) **"MSM"** means Media Script Marketing Inc., a private company incorporated under the BCBCA;
- (dd) **"MSM Option Plan Resolution"** means an ordinary resolution to be considered by the Tulox Shareholders to approve the MSM Option Plan, the full text of which is set out in Schedule "E" to this Arrangement Agreement;
- (ee) **"MSM Shareholder"** means a holder of MSM Shares;
- (ff) **"MSM Shares"** means the common shares without par value in the authorized share structure of MSM, as constituted on the date of this Agreement;
- (gg) **"MSS"** means Manuweb Software Systems Inc., a private company incorporated under the BCBCA;

- (hh) "**MSS Option Plan Resolution**" means an ordinary resolution to be considered by the Tulox Shareholders to approve the MSS Option Plan, the full text of which is set out in Schedule "F" to this Arrangement Agreement;
- (ii) "**MSS Shareholder**" means a holder of MSS Shares;
- (jj) "**MSS Shares**" means the common shares without par value in the authorized share structure of MSS, as constituted on the date of this Agreement;
- (kk) "**New Shares**" means the new class of common shares without par value which Tulox will create pursuant to §3.1 of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Tulox Shares;
- (ll) "**Notice of Meeting**" means the notice of special meeting of the Tulox Shareholders in respect of the Tulox Meeting;
- (mm) "**Parties**" means Tulox and the Tulox Subsidiaries; and "**Party**" means any one of them;
- (nn) "**Person**" means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (oo) "**Plan of Arrangement**" means the plan of arrangement substantially in the form set out in **Schedule A** to this Agreement, as amended or supplemented from time to time in accordance with Article 6 thereof and Article 7 hereof;
- (pp) "**Registrar**" means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (qq) "**Registered Shareholder**" means a registered holder of Tulox Shares as recorded in the shareholder register of Tulox maintained by Computershare;
- (rr) "**Share Distribution Record Date**" means the close of business on the day which is four Business Days after the date of the Tulox Meeting or such other date as agreed to by Tulox and CDP, GBS, MSM, MSS, THOM and TRED, which date establishes the Tulox Shareholders who will be entitled to receive CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares pursuant to this Plan of Arrangement;
- (ss) "**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder, all as amended from time to time;
- (tt) "**THOM**" means Tulox HR Online Management Inc., a private company incorporated under the BCBCA;
- (uu) "**THOM Option Plan Resolution**" means an ordinary resolution to be considered by the Tulox Shareholders to approve the THOM Option Plan, the full text of which is set out in Schedule "G" to this Arrangement Agreement;
- (vv) "**THOM Shareholder**" means a holder of THOM Shares;
- (ww) "**THOM Shares**" means the common shares without par value in the authorized share structure of THOM, as constituted on the date of this Agreement;
- (xx) "**TRED**" means Tulox Real Estate Developments Inc., a private company incorporated under the BCBCA;

- (yy) **"TRED Option Plan Resolution"** means an ordinary resolution to be considered by the Tulox Shareholders to approve the TRED Option Plan, the full text of which is set out in Schedule "H" to this Arrangement Agreement;
- (zz) **"TRED Shareholder"** means a holder of TRED Shares;
- (aaa) **"TRED Shares"** means the common shares without par value in the authorized share structure of TRED, as constituted on the date of this Agreement;
- (bbb) **"Tulox Class A Shares"** means the renamed and redesignated Tulox Shares as described in §3.1 of the Plan of Arrangement;
- (ccc) **"Tulox Class A Preferred Shares"** means the Class "A" preferred shares without par value which Tulox will create and issue pursuant to §3.1 of the Plan of Arrangement;
- (ddd) **"Tulox Meeting"** means the special meeting of the Tulox Shareholders to be held on July 26, 2010, and any adjournment(s) or postponement(s) thereof;
- (eee) **"Tulox Options"** means the outstanding stock options, whether or not vested, to acquire Tulox Shares;
- (fff) **"Tulox Shares"** means the common shares without par value in the authorized share capital of Tulox, as constituted on the date of this Agreement;
- (ggg) **"Tulox Shareholders"** means the holders from time to time of Tulox Shares;
- (hhh) **"Tulox Share Commitments"** means an obligation of Tulox to issue New Shares and to deliver CDP Shares, GBS Shares, MSS Shares, MSM Shares, THOM Shares and TRED Shares to the holders of Tulox Options and Tulox Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;
- (iii) **"Tulox Subsidiaries"** means collectively CDP, GBS, MSS, MSM, THOM and TRED;
- (jjj) **"Tulox Warrants"** means the common share purchase warrants of Tulox outstanding on the Effective Date.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement (including Schedules A to H hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing persons include firms and corporations and vice versa.

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.

1.5 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

1.6 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada.

1.7 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under Canadian generally accepted accounting principles and all determinations of an accounting nature are required to be made shall be made in a manner consistent with Canadian generally accepted accounting principles.

1.8 References to Legislation

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.9 Enforceability

All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principles of equity).

1.10 Schedules

The following schedules attached hereto are incorporated into and form an integral part of this Agreement:

- A – Plan of Arrangement
- B – Assets
- C – CDP Option Plan Resolution
- D – GBS Option Plan Resolution
- E – MSS Option Plan Resolution
- F – MSM Option Plan Resolution
- G – THOM Option Plan Resolution
- H – TRED Option Plan Resolution

ARTICLE 2 THE ARRANGEMENT

2.1 Plan of Arrangement

Tulox and the Tulox Subsidiaries will forthwith jointly file, proceed with and diligently prosecute an application for an Interim Order providing for, among other things, the calling and holding of the Tulox Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement Resolution and upon receipt thereof, Tulox and each of the Tulox Subsidiaries will forthwith carry out the terms of the Interim Order to the extent applicable to it. Provided all necessary approvals for the Arrangement Resolution are obtained from the Tulox Shareholders, Tulox and the Tulox Subsidiaries shall jointly submit the Arrangement to the Court and apply for the Final Order. Upon issuance of the Final Order and subject to the conditions precedent in Article 5, Tulox shall forthwith proceed to file the Articles of Arrangement, the Final Order and such other documents as may be required to give effect to the Arrangement with the Registrar pursuant to the Arrangement Provisions, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out therein without any act or formality.

2.2 Interim Order

The Interim Order shall provide that:

Tulox

- (a) the securities of Tulox for which holders shall be entitled to vote on the Arrangement Resolution shall be the Tulox Shares;
- (b) the Tulox Shareholders shall be entitled to vote on the Arrangement Resolution, with each Tulox Shareholder being entitled to one vote for each Tulox Share held by such holder;
- (c) the requisite majority for the approval of the Arrangement Resolution shall be:
 - (i) two-thirds of the votes cast by the Tulox Shareholders present in person or by proxy at the Tulox Meeting; and
 - (ii) and a majority of the votes cast by the Tulox Shareholders, after excluding the votes cast by those persons whose votes must be excluded pursuant to Ontario Securities Commission Rule 61-501.

2.3 Information Circular and Meetings

As promptly as practical following the execution of this Agreement and in compliance with the Interim Order and Applicable Laws:

- (a) Tulox shall:
 - (i) prepare the Information Circular and cause such circular to be mailed to the Tulox Shareholders and filed with applicable regulatory authorities and other governmental authorities in all jurisdictions where the same are required to be mailed and filed; and
 - (ii) convene the Tulox Meeting.

2.4 Effective Date

The Arrangement shall become effective in accordance with the terms of the Plan of Arrangement on the Effective Date.

ARTICLE 3 COVENANTS

3.1 Covenants Regarding the Arrangement

From the date hereof until the Effective Date, Tulox and each of the Tulox Subsidiaries will use all reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Arrangement, including using reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
- (b) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any instruments and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby; and
- (c) to effect all necessary registrations and filings and submissions of information requested by governmental authorities required to be effected by it in connection with the Arrangement.

3.2 Covenants Regarding Execution of Documents

- (a) Tulox and each of the Tulox Subsidiaries will perform all such acts and things, and execute and deliver all such agreements, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

3.3 Giving Effect to the Arrangement

The Arrangement shall be effected in the following manner:

- (a) The Parties shall proceed forthwith to apply for the Interim Order providing for, among other things, the calling and holding of the Tulox Meeting for the purpose of, among other things, considering and, if deemed advisable, approving and adopting the Arrangement;
- (b) The CDP Shareholder(s), GBS Shareholder(s), MSS Shareholder(s), MSM Shareholder(s), THOM Shareholder(s) and TRED Shareholder(s) shall approve the Arrangement by a consent resolution;
- (c) Upon obtaining the Interim Order, Tulox shall call the Tulox Meeting and mail the Information Circular and related Notice of Meeting and form of Proxy to the Tulox Shareholders;
- (d) If the Tulox Shareholders approve the Arrangement as set out in §3.3 hereof, Tulox shall thereafter (subject to the exercise of any discretionary authority granted to Tulox's directors by the Tulox Shareholders) take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order; and

- (e) Upon receipt of the Final Order, Tulox shall, subject to compliance with any of the other conditions provided for in Article 3.3 hereof and to the rights of termination contained in Article 7 hereof, file the material described in §5.1 with the Registrar in accordance with the terms of the Plan of Arrangement.

3.4 Tulox Stock Options and Warrants

The Tulox Subsidiaries covenant and agree to issue, upon the exercise after the Effective Date of any Tulox Share Commitments, to the holder of the Tulox Share Commitments, that number of CDP Shares, GBS Shares, MSS Shares, MSM Shares, THOM Shares and TRED Shares that is equal to the number of New Shares acquired upon the exercise of the Tulox Share Commitments multiplied by the Exchange Factor, and Tulox covenants and agrees to act as agent for the Tulox Subsidiaries to collect and pay to the Tulox Subsidiaries, a portion of the proceeds received for each Tulox Share Commitment so exercised, with the balance of the exercise price to be retained by Tulox as determined in accordance with the following formula:

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

Where:

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

Fractions of CDP Shares, GBS Shares, MSS Shares, MSM Shares, THOM Shares or TRED Shares resulting from such calculation shall be cancelled as provided for in the Plan of Arrangement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 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 its jurisdiction of existence, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) 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;
- (c) 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 constating 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

- (d) No dissolution, winding up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

ARTICLE 5 CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived by the mutual written consent of such Parties without prejudice to their right to rely on any other of such conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to Tulox and each of the Tulox Subsidiaries, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to Tulox and each of the Tulox Subsidiaries, acting reasonably, on appeal or otherwise;
- (b) the Arrangement Resolution shall have been passed by the Tulox Shareholders at the Tulox Meeting in accordance with the Arrangement Provisions, the constating documents of Tulox, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the CDP Shareholder(s), GBS Shareholder(s), MSS Shareholder(s), MSM Shareholder(s), THOM Shareholder(s), and TRED Shareholder(s) to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of each of the Tulox Subsidiaries.
- (d) the Final Order shall have been granted in form and substance satisfactory to Tulox and the Tulox Subsidiaries, acting reasonably;
- (e) the CNSX shall have conditionally approved the Arrangement, including the listing of the Tulox A Shares in substitution for the Tulox Shares, the delisting of the Tulox Shares, the listing of the New Shares and the Tulox Class A Preferred Shares, the delisting of the Tulox Class A Preferred Shares upon their redemption, subject to compliance with the requirements of the CNSX;
- (f) the Articles of Arrangement to be filed with the Registrar in accordance with the Arrangement shall be in form and substance satisfactory to Tulox and each of the Tulox Subsidiaries, acting reasonably;
- (g) 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 shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to Tulox and each of the Tulox Subsidiaries;

- (h) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
- (i) this Agreement shall 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 Tulox or any of the Tulox Subsidiaries, as the case may be, at its discretion.

5.2 Closing

Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at the offices of Tulox, 1201-700 West Pender Street, Vancouver, British Columbia V6C 1G8, at 10:00 a.m. (Vancouver time) on such date as they may mutually agree (the “Closing Date”), and each of them shall 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 shall be dated as of, or become effective on, the Effective Date and shall 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 shall 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 §4.1 shall be conclusively deemed to be correct as of the Effective Date and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

ARTICLE 6 AMENDMENT

6.1 Amendment

This Agreement may at any time and from time to time before or after the holding of the Tulox Meeting be amended by written agreement of the Parties hereto without, subject to Applicable Laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by a Tulox Shareholder without approval by the Tulox Shareholders, given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

ARTICLE 7 TERMINATION

7.1 Termination

Subject to §7.2, this Agreement may at any time before or after the holding of the Tulox 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 Tulox without further action on the part of the Tulox Shareholders, or by the board of directors of each of the Tulox Subsidiaries without further action on the part of the respective CDP Shareholder(s), GBS Shareholder(s), MSS Shareholder(s), MSM Shareholder(s), THOM Shareholder(s) or TRED Shareholder(s), and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the board of directors of Tulox or any of the Tulox Subsidiaries, respectively, to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

7.2 Cessation of Right

The right of Tulox or any of the Tulox Subsidiaries or any other party to amend or terminate the Plan of Arrangement pursuant to §6.1 and §7.1 shall be extinguished upon the occurrence of the Effective Date.

ARTICLE 8

NOTICES

8.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally or sent by telecopy and in the case of:

Tulox, addressed to:
Suite 1201, 700 West Pender Street
Vancouver, British Columbia V6C 1G8

Attention: Donald Gordon, President and Chief Executive Officer
Telecopier: (604) 331-1213

Canadian Data Preserve Inc., addressed to:
Suite 1201, 700 West Pender Street
Vancouver, British Columbia V6C 1G8

Attention: President

Telecopier: (604) 688-5590

Greenfab Build Systems Inc., addressed to:
1201, 700 West Pender Street
Vancouver, British Columbia V6C 1G8

Attention: President
Telecopier: (604) 688-5590

Media Script Marketing Inc., addressed to:
1201, 700 West Pender Street
Vancouver, British Columbia V6C 1G8

Attention: President
Telecopier: (604) 688-5590

Manuweb Software Systems Inc., addressed to:
1201, 700 West Pender Street
Vancouver, British Columbia V6C 1G8

Attention: President
Telecopier: (604) 688-5590

Tulox HR Online Management Inc., addressed to:
1201, 700 West Pender Street
Vancouver, British Columbia V6C 1G8

Attention: President
Telecopier: (604) 688-5590

Tulox Real Estate Development Inc., addressed to:
1201, 700 West Pender Street
Vancouver, British Columbia V6C 1G8

Attention: President
Telecopier: (604) 688-5590

or such other address as the Parties may, from time to time, advise to the other Parties hereto by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such telecopy is received.

**ARTICLE 9
GENERAL****9.1 Assignment and Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by any party hereto without the prior consent of the other Parties hereto.

9.2 Disclosure

Each Party shall receive the prior consent, not to be unreasonably withheld, of the other Parties prior to issuing or permitting any director, officer, employee or agent to issue, any press release or other written statement with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, if any Party is required by law or administrative regulation to make any disclosure relating to the transactions contemplated herein, such disclosure may be made, but that Party will consult with the other Parties as to the wording of such disclosure prior to its being made.

9.3 Costs

Except as contemplated in the Arrangement and herein, each Party hereto covenants and agrees to bear its own costs and expenses in connection with the transactions contemplated hereby.

9.4 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

9.5 Further Assurances

Each Party hereto shall, from time to time and at all times hereafter, at the request of any other Party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

9.6 Time of Essence

Time shall be of the essence of this Agreement.

9.7 Governing Law

of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

9.8 Waiver

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

9.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

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

TULOX RESOURCES INC.

By: 

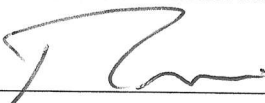
CANADIAN DATA PRESERVE INC.

By: 

GREENFAB BUILD SYSTEMS INC.

By: 


MEDIA SCRIPT MARKETING INC.

By: 

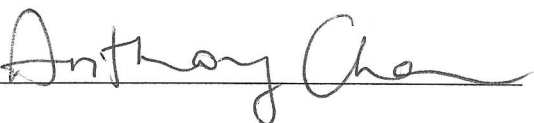
MANUWEB SOFTWARE SYSTEMS INC.

By: 

TULOX HR ONLINE MANAGEMENT INC.

By: 

TULOX REAL ESTATE DEVELOPMENTS INC.

By: 

SCHEDULE "A" TO THE ARRANGEMENT AGREEMENT
PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9
OF THE
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)
S.B.C. 2002, c. 57

ARTICLE 1
INTERPRETATION

1.1 In this Plan of Arrangement, the following terms have the following meanings:

"**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to the proposed arrangement involving Tulox, CDP, GBS, MSM, MSS, THOM and TRED and the Tulox Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"**Arrangement Agreement**" means the arrangement agreement dated effective June 14, 2010, between Tulox, CDP, GBS, MSM, MSS, THOM and TRED with respect to the Arrangement, and all amendments thereto;

"**Arrangement Provisions**" means Division 5 of Part 9 of the BCBCA;

"**Assets**" means the assets of Tulox described in Schedule B to the Arrangement Agreement;

"**BCBCA**" means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as may be amended or replaced from time to time;

"**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Vancouver, in the Province of British Columbia, for the transaction of banking business;

"**Conversion Factor**" means the number arrived at by dividing the number of issued Tulox Shares as of the close of business on the Share Distribution Record Date by 5,393,667;

"**CDP**" means Canadian Data Preserve Inc., a private company incorporated under the BCBCA;

"**CDP Commitment**" means the covenant of CDP to issue CDP Shares to the holders of Tulox Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and CDP Shares upon such exercise;

"**CDP Shares**" means the common shares without par value in the authorized share structure of CDP, as constituted on the date of the Arrangement Agreement;

"**CDP Stock Option Plan**" means the proposed common share purchase option plan of CDP, which is subject to Tulox Shareholder approval;

"**CNSX**" means the Canadian National Stock Exchange;

"**Court**" means the Supreme Court of British Columbia;

"**Depository**" means Computershare Trust Company of Canada;

"**Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares**" means the CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares that are to be distributed to the Tulox Shareholders pursuant to §3.1;

"**Effective Date**" means the date the Arrangement becomes effective under the BCBCA;

"**Exchange Factor**" means the number arrived at by dividing 5,393,667 by the number of issued Tulox Shares as of the close of business on the Share Distribution Record Date;

"**Final Order**" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**GBS**" means Greenfab Build Systems Inc., a private company incorporated under the BCBCA;

"**GBS Commitment**" means the covenant of GBS to issue GBS Shares to the holders of Tulox Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and GBS Shares upon such exercise;

"**GBS Shares**" means the common shares without par value in the authorized share structure of GBS, as constituted on the date of the Arrangement Agreement;

"**GBS Stock Option Plan**" means the proposed common share purchase option plan of GBS, which is subject to Tulox Shareholder approval;

"**Information Circular**" means the management information circular to be sent to the Tulox Shareholders in connection with the Tulox Meeting;

"**Interim Order**" means the interim order of the Court concerning the Arrangement under the BCBCA in respect of the Parties, containing declarations and directions with respect to the Arrangement and the holding of the Meetings, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**MSM**" means Media Script Marketing Inc., a private company incorporated under the BCBCA;

"**MSM Commitment**" means the covenant of MSM to issue MSM Shares to the holders of Tulox Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and MSM Shares upon such exercise;

"**MSM Shares**" means the common shares without par value in the authorized share structure of MSM, as constituted on the date of the Arrangement Agreement;

"**MSM Stock Option Plan**" means the proposed common share purchase option plan of MSM, which is subject to Tulox Shareholder approval;

"**MSS**" means Manuweb Software Systems Inc., a private company incorporated under the BCBCA;

"**MSS Commitment**" means the covenant of MSS to issue MSS Shares to the holders of Tulox Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and MSS Shares upon such exercise;

"**MSS Shares**" means the common shares without par value in the authorized share structure of MSS, as constituted on the date of the Arrangement Agreement;

"**MSS Stock Option Plan**" means the proposed common share purchase option plan of MSS, which is subject to Tulox Shareholder approval;

"**New Shares**" means the new class of common shares without par value which Tulox will create pursuant to §3.1 of this Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant aspect to the Tulox Shares;

"**Parties**" means, collectively, Tulox, CDP, GBS, MSM, MSS, THOM and TRED, and "**Party**" means any one of them;

"**Plan**" or "**Plan of Arrangement**" means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 7 of the Arrangement Agreement;

"**Registrar**" means the Registrar of Companies duly appointed under the BCBCA;

"**Share Distribution Record Date**" means the close of business on the day which is four Business Days after the date of the Tulox Meeting or such other date as agreed to by Tulox and CDP, GBS, MSM, MSS, THOM and TRED, which date establishes the Tulox Shareholders who will be entitled to receive CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares pursuant to this Plan of Arrangement;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended;

"**THOM**" means Tulox HR Online Management Inc., a private company incorporated under the BCBCA;

"**THOM Commitment**" means the covenant of THOM to issue THOM Shares to the holders of Tulox Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and THOM Shares upon such exercise;

"**THOM Shares**" means the common shares without par value in the authorized share structure of THOM, as constituted on the date of the Arrangement Agreement;

"**THOM Stock Option Plan**" means the proposed common share purchase option plan of THOM, which is subject to Tulox Shareholder approval;

"**Transfer Agent**" means Computershare Trust Company of Canada at its principal office in Vancouver, British Columbia;

"**TRED**" means Tulox Real Estate Developments Inc., a private company incorporated under the BCBCA;

"TRED Commitment" means the covenant of TRED to issue TRED Shares to the holders of Tulox Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and TRED Shares upon such exercise;

"TRED Shares" means the common shares without par value in the authorized share structure of TRED, as constituted on the date of the Arrangement Agreement;

"TRED Stock Option Plan" means the proposed common share purchase option plan of TRED, which is subject to Tulox Shareholder approval;

"Tulox" means Tulox Resources Inc., a company existing under the BCBCA;

"Tulox Class A Shares" means the renamed and re-designated Tulox Shares, as described in §3.1 of this Plan of Arrangement;

"Tulox Class A Preferred Shares" means the Class "A" preferred shares without par value which Tulox will create and issue pursuant to §3.1 of this Plan of Arrangement;

"Tulox Meeting" means the special meeting of Tulox Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;

"Tulox Options" means share purchase options issued pursuant to the Tulox Stock Option Plan;

"Tulox Share Commitments" means an obligation of Tulox to issue New Shares and to deliver CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares, and TRED Shares to the holders of Tulox Options and Tulox Warrants which are outstanding on the Effective Date upon the exercise of such options and warrants;

"Tulox Shares" means the common shares of Tulox and **"Tulox Shareholder"** means the holders from time to time of Tulox Shares;

"Tulox Stock Option Plan" means the stock option plan of Tulox dated October 17, 2007; and

"Tulox Warrants" means share purchase warrants of Tulox that are outstanding on the Effective Date.

1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.

1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

**ARTICLE 2
ARRANGEMENT AGREEMENT**

- 2.1 This Plan of Arrangement is made pursuant and subject to the provisions of, and forms part of, the Arrangement Agreement.
- 2.2 This Plan of Arrangement will become effective in accordance with its terms and be binding on the Effective Date on the Tulox Shareholders.

**ARTICLE 3
ARRANGEMENT**

- 3.1 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 Tulox, CDP, GBS, MSM, MSS, THOM or TRED, but subject to the provisions of Article 6:
- (a) Tulox will transfer the Assets to each of CDP, GBS, MSM, MSS, THOM and TRED in consideration for 5,393,667 shares from each of CDP, GBS, MSM, MSS, THOM and TRED (the “**Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares**”), such Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares to be multiplied by the Conversion Factor so that Tulox shall receive from each Tulox Subsidiary, in consideration for the Assets, the number of shares equal to the issued and outstanding Tulox Shares as of the Share Distribution Record Date. Thereafter, Tulox will be added to the central securities register of each of CDP, GBS, MSM, MSS, THOM and TRED in respect of such CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares;
 - (b) The authorized share capital of Tulox will be changed by:
 - (i) Altering the identifying name of the Tulox Shares to class “A” common shares without par value, being the Tulox 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 Schedule “A” to the Plan of Arrangement, being the Tulox Class A Preferred Shares;
 - (c) Each issued Tulox Class A Share will be exchanged for one New Share and one Tulox Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Tulox Class A Shares will be removed from the central securities register of Tulox and will be added to the central securities register as the holders of the number of New Shares and Tulox Class A Preferred Shares that they have received on the exchange;

- (d) All of the issued Tulox Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Tulox and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the Tulox Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Tulox Class A Preferred Shares so that the aggregate paid up capital of the Tulox Class A Preferred Shares is equal to the aggregate fair market value of the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares as of the Effective Date, and each Tulox Class A Preferred Share so issued will be issued by Tulox at an issue price equal to such aggregate fair market value divided by the number of issued Tulox Class A Preferred Shares, such aggregate fair market value of the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares to be determined as at the Effective Date by resolution of the board of directors of Tulox;
- (e) Tulox will redeem the issued Tulox Class A Preferred Shares for consideration consisting solely of the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares such that each holder of Tulox Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares or TRED Shares that is equal to the number of Tulox Class A Preferred Shares held by such holder multiplied by the Exchange Factor;
- (f) The name of each holder of Tulox Class A Preferred Shares will be removed as such from the central securities register of Tulox, and all of the issued Tulox Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of Tulox;
- (g) The Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares transferred to the holders of the Tulox Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Tulox Class A Preferred Shares and appropriate entries will be made in the central securities register of CDP, GBS, MSM, MSS, THOM or TRED;
- (h) The Tulox Class A Shares and the Tulox 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 Tulox will be changed by eliminating the Tulox Class A Shares and the Tulox Class A Preferred Shares therefrom;
- (i) The Notice of Articles and Articles of Tulox 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 Tulox Share Commitments will be exercisable for New Shares and CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one Tulox Share under a Tulox Share Commitment will result in the holder of the Tulox Share Commitment receiving one New Share and such number of CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares equal to the number of New Shares so received multiplied by the Exchange Factor,

- (ii) Pursuant to the CDP Commitment, GBS Commitment, MSM Commitment, MSS Commitment, THOM Commitment and TRED Commitment, CDP, GBS, MSM, MSS, THOM and TRED will issue the required number of CDP, GBS, MSM, MSS, THOM or TRED Shares upon the exercise of Tulox Share Commitments as is directed by Tulox, and
 - (iii) Tulox will, as agent for CDP, GBS, MSM, MSS, THOM and TRED, collect and pay to CDP, GBS, MSM, MSS, THOM and TRED a portion of the proceeds received for each Tulox Share Commitment so exercised, with the balance of the exercise price to be retained by Tulox, as determined in accordance with §3.4 of the Arrangement Agreement.
- 3.2 Notwithstanding §3.1(e) and §3.1(j), no fractional CDP, GBS, MSM, MSS, THOM and TRED Shares shall be distributed to the Tulox Shareholders or the holders of Tulox Share Commitments and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Tulox in its absolute discretion.
- 3.3 The holders of the Tulox Class A Shares and the holders of New Shares and Tulox Class A Preferred Shares referred to in §3.1(c), and the holders of the Tulox 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 Tulox Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.
- 3.4 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 Tulox 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 New Shares on the CNSX on the Effective Date.
- 3.5 All New Shares, Tulox Class A Preferred Shares and CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED 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 The Arrangement shall become final and conclusively binding on the Tulox Shareholders, the CDP Shareholders, the GBS Shareholders, the MSM Shareholders, the MSS Shareholders, the THOM Shareholders, the TRED Shareholders and Tulox, CDP, GBS, MSM, MSS, THOM and TRED on the Effective Date.
- 3.7 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 Tulox and CDP, GBS, MSM, MSS, THOM and TRED 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 Recognizing that the Tulox Shares shall be redeemed and redesignated as Tulox Class A Shares pursuant to §3.1(b)(i) and that the Tulox Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), Tulox shall not issue replacement share certificates representing the Tulox Class A Shares.
- 4.2 Recognizing that the Distributed CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares shall be transferred to the Tulox Shareholders as consideration for the redemption of the Tulox Class A Preferred Shares pursuant to §3.1(e), CDP, GBS, MSM, MSS, THOM and TRED shall issue one share certificate representing all of the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares registered in the name of Tulox, which share certificate shall be held by the Depository until the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares are transferred to the Tulox Shareholders and such certificate shall then be cancelled by the Depository. To facilitate the transfer of the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares to the Tulox Shareholders as of the Share Distribution Record Date, Tulox shall execute and deliver to the Depository and the Transfer Agent an irrevocable power of attorney, authorizing them to distribute and transfer the Distributed CDP, GBS, MSM, MSS, THOM or TRED Shares to such Tulox Shareholders in accordance with the terms of this Plan of Arrangement and CDP, GBS, MSM, MSS, THOM or TRED shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it.
- 4.3 Recognizing that all of the Tulox Class A Preferred Shares issued to the Tulox Shareholders pursuant to §3.1(c) will be redeemed by Tulox as consideration for the distribution and transfer of the Distributed CDP, GBS, MSM, MSS, THOM or TRED Shares under §3.1(e), Tulox shall issue one share certificate representing all of the Tulox Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depository, to be held by the Depository for the benefit of the Tulox Shareholders until such Tulox Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.
- 4.4 As soon as practicable after the Effective Date, CDP, GBS, MSM, MSS, THOM and TRED shall cause to be issued to the registered holders of Tulox Shares as of the Share Distribution Record Date, share certificates representing the CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED 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 From and after the Effective Date, share certificates representing Tulox 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 Tulox 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 CDP, GBS, MSM, MSS, THOM and TRED Shares.

ARTICLE 5 DISSENTING SHAREHOLDERS

- 5.1 Notwithstanding §3.1 hereof, holders of Tulox 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 Tulox Shareholders who duly exercise Dissent Rights with respect to their Tulox 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 Tulox 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 Tulox Shareholder and shall receive New Shares and CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares on the same basis as every other non-dissenting Tulox Shareholder, and in no case shall Tulox be required to recognize such person as holding Tulox Shares on or after the Effective Date.
- 5.3 If a Tulox Shareholder exercises the Dissent Right, Tulox shall on the Effective Date set aside and not distribute that portion of the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares that is attributable to the Tulox Shares for which the Dissent Right has been exercised. If the dissenting Tulox Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Tulox shall distribute to such Tulox Shareholder his, her or its pro-rata portion of the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares. If a Tulox Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Tulox shall retain the portion of the Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares attributable to such Tulox Shareholder (the “**Non-Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares**”), and the Non-Distributed CDP, GBS, MSM, MSS, THOM and TRED Shares shall be dealt with as determined by the board of directors of Tulox in its absolute discretion.

ARTICLE 6 AMENDMENTS

- 6.1 Tulox, CDP, GBS, MSM, MSS, THOM and TRED may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:
- (i) set out in writing;
 - (ii) filed with the Court and, if made following the Tulox Meeting, approved by the Court; and
 - (iii) communicated to holders of Tulox Shares and CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares, as the case may be, if and as required by the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Tulox at any time prior to the Tulox Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Tulox Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.3 Tulox, with the consent of the other parties, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Tulox Meeting and prior to the Effective Date with the approval of the Court.

- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by Tulox and CDP, GBS, MSM, MSS, THOM and TRED, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Tulox, CDP, GBS, MSM, MSS, THOM and TRED, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of Tulox, CDP, GBS, MSM, MSS, THOM and TRED or any former holder of Tulox Shares, CDP Shares, GBS Shares, MSM Shares, MSS Shares, THOM Shares and TRED Shares, as the case may be.

ARTICLE 7
REFERENCE DATE

- 7.1 This plan of arrangement is dated for reference the _____ day of _____, 2010.

SCHEDULE "A" TO THE PLAN OF ARRANGEMENT

SPECIAL RIGHTS AND RESTRICTIONS FOR TULOX 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 June 14, 2010, between Tulox Resources Inc. (the "**Company**") and Canadian Data Preserve Inc., Greenfab Build Systems Inc., Manuweb Software Systems Inc., Media Script Marketing Inc., Tulox HR Online Management Inc. and Tulox Real Estate Developments Inc.,
 - (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 Schedule "A" 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.

SCHEDULE "B"

TULOX ASSETS TO BE TRANSFERRED TO CANADIAN DATA PRESERVE INC.

1. Licensing agreement dated as of May 25, 2010 between Tulox Resources Inc. and Data Preserve Inc. and \$15,000 cash.

TULOX ASSETS TO BE TRANSFERRED TO GREENFAB BUILD SYSTEMS INC.

2. Marketing and sales agreement dated as of June 4, 2010 between Tulox Resources Inc. and URG Management and \$15,000 cash.

TULOX ASSETS TO BE TRANSFERRED TO MEDIA SCRIPT MARKETING INC.

3. Licensing agreement dated as of June 4, 2010 between Tulox Resources Inc. and MediaValue Inc. and \$15,000 cash.

TULOX ASSETS TO BE TRANSFERRED TO MANUWEB SOFTWARE SYSTEMS INC.

4. Licensing agreement dated as of June 9, 2010 between Tulox Resources Inc. and Advantive Information Management Inc. and \$15,000 cash.

TULOX ASSETS TO BE TRANSFERRED TO TULOX HR ONLINE MANAGEMENT INC.

5. Marketing and sales agreement dated as of June 4, 2010 between Tulox Resources Inc. and Hotline to HR Inc. and \$15,000 cash.

TULOX ASSETS TO BE TRANSFERRED TO TULOX REAL ESTATE DEVELOPMENTS INC.

6. Contract of purchase and sale dated as of May 27, 2010 between Tulox Resources Inc. and Cyndy Chan and Liam McKenna and \$15,000 cash.

SCHEDULE “C”

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF CANADIAN DATA PRESERVE INC.**

“BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June 24, 2010, be and is hereby ratified and approved for the ensuing year; and

2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.”

SCHEDULE “D”

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF GREENFAB BUILD SYSTEMS INC.**

“BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June 24, 2010, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing.”

SCHEDULE "E"

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF MANUWEB SOFTWARE SOLUTIONS INC.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June 24, 2010, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

SCHEDULE "F"

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF MEDIA SCRIPT MARKETING INC.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June 24, 2010, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

SCHEDULE "G"

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF TULOX HR ONLINE MANAGEMENT INC.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June 24, 2010, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

SCHEDULE "H"

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF TULOX REAL ESTATE DEVELOPMENTS INC.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June 24, 2010, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."