

**ORCA WIND POWER CORP.  
AND  
GORILLA RESOURCES CORP.**

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**AMALGAMATION AGREEMENT**

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## AMALGAMATION AGREEMENT

**THIS AMALGAMATION AGREEMENT** made as of the 24<sup>th</sup> day of August, 2011.

**BETWEEN:**

**GORILLA RESOURCES CORP.**, a corporation existing under the *Business Corporations Act* (British Columbia)

(hereinafter referred to as "**Gorilla**")

**AND:**

**ORCA WIND POWER CORP.**, a corporation existing under the *Business Corporations Act* (British Columbia)

(hereinafter referred to as "**OWP**")

**WHEREAS:**

(A) OWP is, or will be in advance of the time of closing of this Agreement, a reporting issuer under the securities laws of the Provinces of British Columbia and Alberta;

(B) Gorilla is a private company, the principal asset of which is a mineral property consisting of 110 quartz mineral claims located in the Whitehorse Mining District in the Yukon Territory as more particularly described in the attached Exhibit "1" (the "**Property**");

(C) The parties intend to effect a merger of the shareholdings and operations of OWP and Gorilla through an amalgamation (the "**Amalgamation**") as a result of which OWP and Gorilla will continue as Amalco (as hereinafter defined); and

(D) The parties intend to propose such amalgamation and related transactions to their shareholders pursuant to and in accordance with the *Business Corporations Act* (British Columbia), in accordance with the terms hereinafter set forth.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the premises and the respective covenants and agreements herein contained, the sufficiency of which both parties acknowledge, the parties hereto covenant and agree as follows:

## PART 1 INTERPRETATION

### Definitions

1.1 In this Agreement, including the recitals, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings:

- (a) “**Act**” means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended, together with all regulations adopted thereunder
- (b) “**Agreement**” means this Amalgamation Agreement;
- (c) “**Amalco**” means the corporation continuing from the Amalgamation, which will be known as “Gorilla Resources Corp.”;
- (d) “**Amalco Shares**” means common shares in the capital of Amalco;
- (e) “**Amalgamating Corporations**” means OWP and Gorilla;
- (f) “**Amalgamation**” means the amalgamation of OWP and Gorilla under the Act contemplated by this Agreement;
- (g) “**Amalgamation Application**” means the amalgamation application as contemplated by the Act and as set out in Exhibit “3” hereto;
- (h) “**Articles**” means the articles of Amalco set out in Exhibit “2” hereto;
- (i) “**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;
- (j) “**CNSX**” means the Canadian National Stock Exchange;
- (k) “**Dissent Rights**” means the right of dissent in respect of the special resolutions approving the Amalgamation provided pursuant to the Act;
- (l) “**Dissenting Shareholders**” means a holder of OWP Shares or Gorilla Shares, as the case may be, who exercises Dissent Rights in connection with the Amalgamation Resolutions and has sent to OWP or Gorilla, as the case may be, a written objection and a demand for payment within the time limits and in the manner prescribed by the Act;
- (m) “**Due Diligence Deadline**” means the date of execution of this Agreement;
- (n) “**Effective Date**” means the date of registration or filing indicated on the Certificate of Amalgamation of Amalco received from the Registrar;

- (o) “**Gorilla Consent Resolutions**” means the consent resolutions of holders of Gorilla Shares to approve the Amalgamation;
- (p) “**Gorilla Shares**” means the issued and outstanding common shares of Gorilla;
- (q) “**Material adverse effect**” when used in connection with an entity means any change, event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), capitalization, financial condition or results of operations of such entity and its parent (if applicable) or Subsidiaries taken as a whole, whether or not arising in the ordinary course of business of such entity;
- (r) “**Option**” means the Option Agreement dated June 6, 2011 among Gorilla and the Optionor for Gorilla to acquire a 100% undivided right, title and interest in and to the Property, including all mining leases and other mining interests derived from the Property, and the working option to enter upon the mineral claims, conduct prospecting, exploration, development or other mining work thereon and remove, sell or otherwise dispose of reasonable quantities of any ores, minerals and metals for the purposes of obtaining assays or conducting other tests;
- (s) “**Optionor**” means the optionor of the Option, being Farrell Anderson and Roger Hulstein;
- (t) “**OWP Arrangement**” means the arrangement of OWP to be effected in accordance with the arrangement agreement and plan of arrangement of OWP dated August 24, 2011 which, subject to approval by OWP shareholders at the OWP Shareholders’ Meeting, will divest OWP of the Wind Assets prior to completion of the Amalgamation;
- (u) “**OWP Information Circular**” means the management information circular of OWP to be delivered to holders of OWP Shares in connection with the OWP Shareholders’ Meeting;
- (v) “**OWP Shareholders’ Meeting**” means the special meeting of holders of OWP Shares to be held to consider and, if thought fit, approve the Amalgamation and other transaction related matters;
- (w) “**OWP Shares**” means the issued and outstanding common shares of OWP;
- (x) “**Public Record**” means, with respect to OWP, such documents, including but not limited to financial statements and material change reports, as OWP shall have filed in accordance with the continuous disclosure obligations of applicable securities legislations;

(y) “**Registrar**” means the Registrar of Corporations or a Deputy Registrar of Corporations for the Province of British Columbia duly appointed under the Act;

(z) “**Subsidiary**” means a subsidiary as defined in the *Securities Act* (British Columbia); and

(aa) “**Wind Assets**” means an investment in Katabatic Power Corp. which includes convertible debentures (\$490,000), promissory notes (\$79,000), cash advances (\$94,000), receivables (\$110,869) and 9,652,337 common shares, or approximately 48% of Katabatic Power Corp, a private British Columbia wind development company, all of which have been written down to \$1 on OWP’s financial statements, and \$10,000 in cash, all as set forth in Exhibit “5” to this Agreement.

## Headings

1.2 The division of this Agreement into articles, sections, paragraphs and other subdivisions, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

## Interpretation

1.3 In this Agreement, except where otherwise specified:

(a) the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer, unless otherwise specified, to this Agreement taken as a whole and not to any particular section, paragraph or clause;

(b) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa;

(c) all references to Schedules and Exhibits refer, unless otherwise specified, to schedules and exhibits to this Agreement;

(d) all references to sections refer, unless otherwise specified, to sections, paragraphs or clauses of this Agreement and reference to paragraphs or clauses refer to paragraphs in the same section as the reference or clauses in the same paragraph as the reference; and

(e) words and terms denoting inclusiveness (such as “include” or “includes” or “including”), whether or not so stated, are not limited by and do not imply limitation of, their context or the words or phrases which precede or succeed them and the use of the word “including” shall be read as meaning “including without limitation”.

## **Governing Law and Jurisdiction**

1.4 This Agreement and, unless otherwise specified therein, all other documents and instruments delivered in accordance with this Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia. The parties irrevocably submit to the jurisdiction of the courts of the Province of British Columbia.

## **Invalidity**

1.5 Any provision hereof which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

## **Date for Any Action**

1.6 In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding Business Day.

## **Entire Agreement**

1.7 This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof and in particular, without limiting the generality of the foregoing, supercedes and replaces that letter of intent between the parties dated August 3, 2011.

## **Schedules**

1.8 The following Schedules form part of this Agreement:

Exhibit "1" – Wels Mining Property

Exhibit "2" – Articles of Amalco

Exhibit "3" – Amalgamation Application and Notice of Articles

Exhibit "4" – OWP and Gorilla Material Contracts

Exhibit "5" – Wind Assets

## **PART 2 THE AMALGAMATION**

### **Agreement to Amalgamate**

2.1 OWP and Gorilla agree to amalgamate and continue as one company pursuant to the Act and in accordance with the terms and conditions of this Agreement.

## Effect of Amalgamation

### 2.2 On the Effective Date:

- (a) the directors of Amalco shall have full power to carry the Amalgamation into effect and to perform such acts as are necessary or proper for such purposes;
- (b) OWP and Gorilla shall be amalgamated under the provisions of the Act and shall continue as one corporation;
- (c) the property, rights and interests of each of OWP and Gorilla shall continue to be the property, rights and interests of Amalco without requiring any further deeds, transfers or conveyances;
- (d) Amalco shall continue to be liable for the debts, obligations and liabilities of each of OWP and Gorilla;
- (e) the Articles attached hereto as Exhibit "2" shall be the articles of Amalco;
- (f) the information contained in the Notice of Articles shall be that contained in the form of notice of articles included in the form of amalgamation application attached hereto as Exhibit "3";
- (g) the share certificates evidencing OWP Shares shall cease to represent any claim upon or interest in OWP or Amalco, but rather shall represent only the right of the holder of such OWP Shares to receive a certificate representing Amalco Shares in denominations as determined in accordance with the terms of this Agreement and the Amalgamation; and
- (h) the share certificates evidencing Gorilla Shares shall cease to represent any claim upon or interest in Gorilla or Amalco, but rather shall represent only the right of the holder of such Gorilla Shares to receive a certificate representing Amalco Shares in denominations as determined in accordance with the terms of this Agreement and the Amalgamation.

## Certain Provisions Applicable to Amalco

- 2.3 (a) the name of Amalco shall be "Gorilla Resources Corp.";
- (b) the registered and records office of Amalco shall be located at the City of Vancouver, in the Province of British Columbia;
- (c) the authorized share capital of Amalco shall consist of an unlimited number of no par value common shares;
- (d) there shall be no restrictions upon the right to transfer any shares of Amalco;



(e) the number of directors in Amalco shall initially be set at four and the directors of Amalco shall be empowered to thereafter determine the number of directors of Amalco and the number of directors to be elected at future annual or special meeting of the shareholders in accordance with the Act and the Articles;

(f) there shall be no restriction on the business which Amalco may carry on;

(g) the first directors of Amalco, who shall hold office until the first annual meeting of Amalco or until their successors are elected or appointed, shall be the following persons:

Don Sheldon	Suite 800, 1199 West Hastings Street Vancouver, BC V6E 3T5
Scott Sheldon	Suite 2001, 1050 Burrard Street Vancouver, BC V6Z 2S5
Edward Reid	1253 Keith Road West Vancouver, BC V7T 1N1
Ranjit Pillai	40 Valerie Crescent Whitehorse, YT Y1A 6V9

(h) the subsequent directors shall be elected each year thereafter at the annual meeting of the shareholders of Amalco;

(i) the first auditors of Amalco shall be Lancaster & David, Chartered Accountants, who shall be auditors until the first annual meeting of Amalco or until their successors are elected or appointed;

(j) the financial year end of Amalco shall be July 31<sup>st</sup>; and

(k) the officers of Amalco shall be as follows:

Scott Sheldon	President, Chief Executive Officer and Corporate Secretary
Edward Reid	Chief Financial Officer

### **Conversion of Share Capital**

2.4 On the Effective Date, the authorized share capital of Amalco shall be as set forth in the Articles. The issued and outstanding shares in the capital of each of the Amalgamating Corporations shall be converted into issued and outstanding Amalco Shares on the Effective Date as follows:

(a) each twenty (20) issued and outstanding OWP Shares (other than OWP Shares held by registered holders who have exercised dissent rights in accordance with the Act and who are ultimately entitled to be paid fair market value for such shares) shall be converted into one (1) issued, fully paid and non-

assessable Amalco Share, provided that fractional Amalco Shares shall not be issued to holders of OWP Shares and any fraction of an Amalco Share will be rounded up to the nearest whole number; and

(b) each one (1) issued and outstanding Gorilla Share (other than Gorilla Shares held by registered holders who have exercised dissent rights in accordance with the Act and who are ultimately entitled to be paid fair market value for such shares) shall be converted into one (1) issued, fully paid and non-assessable Amalco Share;

and certificates representing the Amalco Shares be issued as at the Effective Date and the certificates representing the OWP Shares and the Gorilla Shares shall be deemed to be cancelled as at the Effective Date.

### **Options**

2.5 In accordance with the terms of options and warrants issued by OWP and Gorilla which are outstanding on the date hereof, if any, and upon the Amalgamation being effective, outstanding options or warrants to purchase OWP Shares or Gorilla Shares will become outstanding options and warrants to purchase Amalco Shares on the same terms as to the expiry date of such outstanding options and warrants and subject to appropriate adjustments as to the exercise price and number of shares to be acquired pursuant to such options and warrants so as to give effect to the conversion ratio applicable to OWP Shares and Gorilla Shares respectively, as described in Section 2.4 hereof.

### **Stated Capital**

2.6 Subject to reduction to effect payments made to Dissenting Shareholders as hereinafter set forth, upon the Amalgamation, Amalco shall add to the stated capital account maintained in respect of the Amalco Shares an amount equal to the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) of the OWP Shares immediately before the Effective Date plus the aggregate paid-up capital for purposes of the *Income Tax Act* (Canada) of the Gorilla Shares immediately before the Effective Date. The amount of the paid-up capital attributable to Amalco shall be adjusted to reflect payments that may be made to Dissenting Shareholders.

### **Dissenting Shareholders**

2.7 OWP Shares or Gorilla Shares which are held by a Dissenting Shareholder shall not be converted into Amalco Shares. However, if a Dissenting Shareholder fails to perfect or effectively withdraws his, her or its claim under section 238 of the Act or forfeits his, her or its right to make a claim under section 238 of the Act or if his, her or its rights as a shareholder of OWP or Gorilla, as the case may be, are otherwise reinstated, such OWP Shares or Gorilla Shares, as the case may be, shall be deemed to have been exchanged as of the Effective Date for Amalco Shares as prescribed in Section 2.4.

**PART 3**  
**REPRESENTATIONS AND WARRANTIES**

**Representations and Warranties of OWP**

3.1 OWP represents and warrants to and in favour of Gorilla as follows and acknowledges that Gorilla is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) OWP is duly organized and validly existing, and has the corporate power and authority to enter into this Agreement, to conduct its business and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder and all other acts which may be necessary to effect the Amalgamation;

(b) The OWP Financial Statements provided to Gorilla have been prepared in accordance with Canadian GAAP applied on a basis consistent with prior periods, are correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial position and condition of OWP as at the respective date of each OWP Financial Statement and the results of operations of OWP for the periods covered by the OWP Financial Statements. At the date of this agreement, the aggregate liabilities of OWP shall not exceed \$500;

(c) as of the date hereof, the authorized share capital of OWP consists of an unlimited number of common shares, of which 23,849,615 common shares are issued and outstanding. Except as set forth above or as otherwise disclosed in writing, there are no securities of OWP outstanding and OWP has no other options, warrants or other rights, agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by OWP of any shares of OWP (including OWP Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of OWP (including OWP Shares), nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of OWP. All outstanding OWP Shares have been duly authorized and are validly issued, as fully paid and non-assessable and are not subject to, nor were they issued in violation of, any preemptive rights;

(d) to the knowledge of OWP, none of the OWP Shares is subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or otherwise;

(e) as of the date hereof, OWP has no outstanding liabilities or contingent liabilities other than as disclosed in its Public Record;

(f) OWP has no Subsidiaries other than NU2U Resources Corp., its wholly-owned subsidiary, and does not own shares in any other entity;

(g) OWP has the requisite corporate power and capacity to enter into this Agreement and to carry out its obligations hereunder, and the execution and delivery of this Agreement by OWP and the completion of the transactions contemplated herein: (i) does not and will not result in the breach of, or violate any term or provision of, the articles or by-laws of OWP; (ii) does not and will not conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which OWP is a party or by which it is bound, which agreement, instrument, licence, permit or authority is material to OWP, or to which any material property of OWP is subject, or result in the creation of any lien, charge or encumbrance upon any of the material assets of OWP, under any such agreement or instrument, or give to others any material interest or right with respect to OWP, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; and (iii) does not and will not, as of the Effective Date, breach any provision of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to, and known (after due enquiry) to OWP, the breach of which would have a material adverse effect on OWP;

(h) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of OWP (after due enquiry) contemplated or threatened, against or affecting OWP at law or in equity before or by any court or any arbitrator, governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, of any kind nor, to the best of the knowledge of OWP (after due enquiry), are there any existing facts or conditions which may reasonably be expected to be a proper basis for any actions, suits, proceedings or investigations, other than in connection with the exercise of rights of dissent in respect of this Agreement, which in any case would prevent or hinder the consummation of the transactions contemplated by this Agreement or which can reasonably be expected to have a material adverse effect on the business, operations, properties or assets, financial or otherwise, of OWP;

(i) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly authorized by the board of directors of OWP, and this Agreement constitutes a valid and binding obligation of OWP enforceable against it in accordance with its terms;

(j) OWP is a "reporting issuer" as defined in the *Securities Act* (British Columbia) and the *Securities Act* (Alberta), and is not the subject of a cease trade order for failure to make any filings required to be made pursuant thereto or the regulations made thereunder;

(k) the material agreements of OWP are as set out in Exhibit "4" and there is no other material agreement of OWP that has not been disclosed to Gorilla;

- (l) as at the date hereof there are no reasonable grounds for believing that any creditor of OWP will be prejudiced by the Amalgamation;
- (m) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of OWP or any instruments binding on it or its properties:
  - (i) which would preclude OWP from entering into the transactions contemplated in this Agreement;
  - (ii) under which the transactions contemplated in this Agreement would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon OWP, which would give a third party as a result of the transactions contemplated in this Agreement the right to terminate any material agreement to which OWP is a party or to purchase any of OWP's or Amalco's assets; or
  - (iii) which would impose restrictions on the ability of Amalco:
    - (A) to carry on any business which it might choose to carry on within any geographical area, subject to existing areas of mutual interest, if any, that may affect the ability of Amalco to do so;
    - (B) to acquire property or dispose of its property and assets as an entirety;
    - (C) to pay any dividends, redeem shares or make other distributions to its shareholders;
    - (D) to borrow money or to mortgage and pledge its property as security therefor; or
    - (E) to change its corporate status;
- (n) the representations, warranties or statement of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Gorilla in seeking full information as to OWP and its assets, liabilities and business;
- (o) OWP has not retained nor will it retain any financial advisor, broker, agent or finder or paid or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated; and
- (p) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and

interest payable with respect thereto (collectively, “**Taxes**”) due and payable by OWP have been paid, except where the failure to pay such taxes would not constitute an adverse material fact in respect of OWP or have a material adverse effect on OWP. All tax returns, declarations, remittances and filings required to be filed by OWP have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of OWP or have a material adverse effect on OWP. To the best of the knowledge of OWP, no examination of any tax return of OWP is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any taxes that have been paid, or may be payable, by OWP, in any case, except where such examinations, issues or disputes would not constitute an adverse material fact in respect of OWP or have a material adverse effect on OWP;

### **Representations and Warranties of Gorilla**

3.2 Gorilla represents and warrants to and in favour of OWP as follows and acknowledges that OWP is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) Gorilla is duly organized and validly existing, and has the corporate power and authority to enter into this Agreement, to conduct its business and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder and all other acts which may be necessary to effect the Amalgamation;

(b) As of the date hereof, the authorized share capital of Gorilla consists of an unlimited number of common shares of which 10,300,000 are issued and outstanding, and prior to Closing, Gorilla will complete a private placement of up to 1,000,000 common shares at a price of \$0.10 per share for proceeds of up to \$100,000. As of the date hereof, no warrants have been granted by Gorilla. Except the securities required to be issued to the Optionor under the Option Agreement as set forth in Exhibit “1” hereto, any issuances described above or issuances otherwise disclosed in writing by Gorilla to OWP, there are no securities of Gorilla outstanding and Gorilla has no other options, warrants or other rights, agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Gorilla of any shares of Gorilla (including Gorilla Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of Gorilla (including Gorilla Shares), nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of Gorilla. All outstanding Gorilla Shares have been duly authorized and are validly issued, as fully paid and non-

assessable and are not subject to, nor were they issued in violation of, any preemptive rights;

(c) to the knowledge of Gorilla, none of the Gorilla Shares is subject to escrow restrictions, pooling arrangements or voting trusts, whether voluntary or otherwise;

(d) other than as described in clause 3.2(b), no person holds any securities convertible into Gorilla Shares or any other shares of Gorilla or has any agreement, warrant or option or any right capable of becoming an agreement, warrant or option for the purchase of any unissued shares of Gorilla;

(e) as of the date hereof, Gorilla has no outstanding liabilities or contingent liabilities other than as disclosed to OWP;

(f) Gorilla has not approved, is not contemplating, has not entered into any agreement in respect of, or has any knowledge of: (i) the purchase of any property material to Gorilla, with the exception of the Option, or assets or any interest therein or the sale, transfer or other disposition of any property material to Gorilla (including the Option) or assets or any interest therein currently owned, directly or indirectly, by Gorilla whether by asset sale, transfer of shares or otherwise; or (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of Gorilla);

(g) Gorilla has no Subsidiaries and does not own shares in any other entity;

(h) Gorilla has disclosed all material and pertinent information to OWP relating to Gorilla and the Option which Gorilla considers to be relevant to the Amalgamation;

(i) Gorilla has the requisite corporate power and capacity to enter into this Agreement and to carry out its obligations hereunder, and the execution and delivery of this Agreement by Gorilla and the completion of the transactions contemplated herein: (i) does not and will not result in the breach of, or violate any term or provision of, the articles or by-laws of Gorilla; (ii) does not and will not conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Gorilla is a party or by which it is bound, which agreement, instrument, licence, permit or authority is material to Gorilla, or to which any material property of Gorilla is subject, or result in the creation of any lien, charge or encumbrance upon any of the material assets of Gorilla, under any such agreement or instrument, or give to others any material interest or right with respect to Gorilla, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; and (iii) does not and will not, as of the Effective Date, breach any provision of law or administrative regulation or any judicial or administrative

award, judgment or decree applicable to, and known (after due enquiry) to Gorilla, the breach of which would have a material adverse effect on Gorilla;

(j) the material agreements of Gorilla are as set out in Exhibit "4" and there is no other material agreement of Gorilla that has not been disclosed to OWP;

(k) Gorilla is not in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property (including the Option) may be bound;

(l) to the best knowledge of Gorilla, Gorilla is conducting its business in compliance with all applicable laws, regulations and statutes;

(m) any and all of the agreements and other documents and instruments pursuant to which Gorilla holds the property and assets thereof (including any interest in, or right to earn an interest in, any property, including the Option) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with terms thereof, Gorilla is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and such properties and assets (including the Option) are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and there has been no material default under the Option;

(n) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Gorilla (after due enquiry) contemplated or threatened, against or affecting Gorilla at law or in equity before or by any court or any arbitrator, governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, of any kind nor, to the best of the knowledge of Gorilla (after due enquiry), are there any existing facts or conditions which may reasonably be expected to be a proper basis for any actions, suits, proceedings or investigations, other than in connection with the exercise of rights of dissent in respect of this Agreement, which in any case would prevent or hinder the consummation of the transactions contemplated by this Agreement or which can reasonably be expected to have a material adverse effect on the business, operations, properties or assets (including the Option), financial or otherwise, of Gorilla;

(o) Gorilla is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof (including the Option), and subject to full payment under the terms of the Option to the optionor, Gorilla does not know of any claims or the basis for any claim that might or could materially and adversely affect the right thereof to use, transfer or otherwise exploit the Property in accordance with the terms of the Option, and Gorilla does not have any responsibility or obligation to pay any material commission, royalty,



licence fee or similar payment to any person with respect to the Property other than as disclosed in the Option or as otherwise disclosed to OWP;

(p) Gorilla holds either mining leases, mining concessions, mining claims or participating interests or other conventional property or proprietary interests or rights, recognized in the jurisdiction in which the Property is located (collectively, "**Mining Rights**"), in respect of the ore bodies and minerals located in the Property in which Gorilla has an interest under the Option, which is valid and enforceable and sufficient to permit Gorilla, subject to Gorilla complying with the terms and conditions of the Option, to explore the minerals relating thereto; all property, leases or claims (including the Property) in which Gorilla has an interest or right have been validly located and recorded in accordance in all material respects with all applicable laws and are valid and subsisting except where the failure to be so would not have a material adverse effect on Gorilla; to Gorilla's knowledge, Gorilla has all necessary surface rights, access rights and other necessary rights and interests relating to the properties in which Gorilla has an interest (including the Property) granting Gorilla the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of the rights and interest therein of Gorilla, with only such exceptions as do not interfere with the use made by Gorilla of the rights or interest so held; and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the name of Gorilla except where the failure to be so would not have a material adverse effect on Gorilla, and the Mining Rights in respect of Gorilla's properties (including the Property), constitute all material Mining Rights held by Gorilla;

(q) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly authorized by the board of directors of Gorilla, and this Agreement constitutes a valid and binding obligation of Gorilla enforceable against it in accordance with its terms and each of the execution and delivery of this Agreement, the performance by Gorilla of its obligations hereunder, the issue and sale of the Gorilla Shares hereunder and the consummation of the transactions contemplated in this Agreement, do not and will not to the knowledge of Gorilla:

(i) require the consent, approval, authorization, registration or qualification of or with any governmental authority, stock exchange, securities regulatory authority or other third party, except such as have been obtained;

(ii) result in a breach of or default under, nor create a state of facts which, after notice or lapse of time or both, would result in a breach of or default under, nor conflict with:

(A) any of the terms, conditions or provisions of the constating documents or resolutions of the shareholders, directors or any

committee of directors of Gorilla or any material indenture, agreement or instrument to which Gorilla is a party or by which it is contractually bound; or

(B) any statute, rule, regulation or law applicable to Gorilla, without limitation, applicable securities laws or any judgment, order or decree of any governmental body, agency or court having jurisdiction over Gorilla; or

(C) any material mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which Gorilla is a party or by which Gorilla or a material portion of the assets of Gorilla are bound, or any judgment, decree, order, statute, rule or regulation applicable to any of them; and

(iii) give rise to any lien, charge or claim in or with respect to the properties or assets now owned or hereafter acquired by Gorilla (including the Property) or the acceleration of or the maturity of any debt under any indenture, mortgage, lease, agreement or instrument binding or affecting it or any of its properties (including the Option);

(r) as at the date hereof there are no reasonable grounds for believing that any creditor of Gorilla will be prejudiced by the Amalgamation;

(s) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of Gorilla or any instruments binding on it or its properties (excluding the Option):

(i) which would preclude Gorilla from entering into the transactions contemplated in this Agreement;

(ii) under which the transactions contemplated in this Agreement would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Gorilla, which would give a third party as a result of the transactions contemplated in this Agreement the right to terminate any material agreement to which Gorilla is a party or to purchase any of Gorilla or Amalco's assets; or

(iii) which would impose restrictions on the ability of Amalco:

(A) to carry on any business which it might choose to carry on within any geographical area, subject to existing areas of mutual interest that may affect the ability of Amalco to do so;

(B) to acquire property or dispose of its property and assets as an entirety;

- (C) to pay any dividends, redeem shares or make other distributions to its shareholders;
  - (D) to borrow money or to mortgage and pledge its property as security therefor; or
  - (E) to change its corporate status;
- (t) the representations, warranties or statement of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to OWP in seeking full information as to Gorilla and its assets, liabilities and business;
- (u) the corporate records and minute books of Gorilla, all of which have been or will be made available to OWP for review, contain complete and accurate minutes of all meetings of the directors and shareholders of Gorilla held since its formation and signed copies of all resolutions and by-laws duly passed or confirmed by the directors and shareholders of Gorilla, other than at a meeting, and all such meetings were duly called and held;
- (v) the financial statements of Gorilla provided to OWP have been prepared in accordance with generally accepted accounting principles in Canada consistently applied throughout the period referred to therein, (i) present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of Gorilla as at such dates and results of operations of Gorilla for the periods then ended, and (ii) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of Gorilla, and there has been no change in accounting policies or practices of Gorilla since its inception;
- (w) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by Gorilla have been paid, except where the failure to pay such taxes would not constitute an adverse material fact in respect of Gorilla or have a material adverse effect on Gorilla; all tax returns, declarations, remittances and filings required to be filed by Gorilla have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of Gorilla or have a material adverse effect on Gorilla; and to the best of the knowledge of Gorilla, no examination of any tax return of Gorilla is currently in progress and there are no issues or disputes outstanding with any governmental authority

respecting any taxes that have been paid, or may be payable, by Gorilla, in any case, except where such examinations, issues or disputes would not constitute an adverse material fact in respect of Gorilla or have a material adverse effect on Gorilla; and

(x) to the best of the knowledge of Gorilla, none of the information provided to OWP and its representatives contained any untrue statement of a material fact and did not (and does not now) omit any data or information necessary to make any data or information provided not misleading.

### **Recourse on Breach**

3.3 The parties hereby agree and acknowledge that the sole recourse of any party hereto against any other in the event of any breach of a representation or warranty known by such other party on or before the Effective Date shall be as provided for in Section 6.2 hereof.

## **PART 4 COVENANTS**

### **Covenants of OWP**

4.1 OWP hereby covenants and agrees as follows:

(a) until the Effective Date, OWP shall carry on its business in the usual, regular, and ordinary course of business, consistent with its past practice;

(b) until the Effective Date, OWP will not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of OWP acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby, excluding the arrangement of OWP to be completed to divest OWP of the Wind Assets, and without limiting the foregoing, OWP will not: (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders; or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement therefor, other than as included in the entitlements to acquire OWP Shares described in Section 3.1;

(c) OWP shall not alter or amend in any way its articles as the same exist at the date of this Agreement other than as may be required to give effect to the OWP Arrangement and then only with the prior consent and agreement of Gorilla;

(d) OWP shall convene and hold the OWP Shareholders' Meeting for the purpose of approving the Amalgamation, and if the Amalgamation is so approved at the OWP Shareholders' Meeting, OWP shall jointly and together with Gorilla

apply to the Supreme Court of British Columbia for an order approving the Amalgamation, and upon receipt of such order, file with the Registrar an Amalgamation Application containing the information set out in the form attached as Exhibit "3" hereto;

(e) OWP shall not take or fail to take any action which would cause its representations or warranties to be untrue or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation; and

(f) OWP shall do all such other acts and things as may be necessary or required in order to give effect to the Amalgamation, and without limiting the foregoing, OWP shall use commercially reasonable efforts to apply for and obtain, and will cooperate in applying for and obtaining:

(i) the approvals of its shareholders required for the implementation of the Amalgamation; and

(ii) such other consents, orders or approvals as counsel may advise are necessary or desirable for the implementation of the Amalgamation, including those referred to in Section 5.1 hereof.

## **Covenants of Gorilla**

4.2 Gorilla hereby covenants and agrees as follows:

(a) until the Effective Date, Gorilla shall carry on its business in the usual, regular, and ordinary course of business, consistent with its past practice;

(b) until the Effective Date, Gorilla will not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of OWP acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby, and without limiting the foregoing, Gorilla will not: (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders; or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement therefor other than as included in the entitlements to acquire Gorilla Shares described in Section 3.2; and

(c) Gorilla shall not alter or amend in any way its articles as the same exist at the date of this Agreement unless with the prior consent and agreement of OWP;

(d) Gorilla shall prepare and have the holders of Gorilla Shares execute the Gorilla Consent Resolutions for the purpose of approving the Amalgamation, and if the Amalgamation is so approved, Gorilla shall jointly and together with OWP apply to the Supreme Court of British Columbia for a final order approving the Amalgamation, and upon receipt of such final order, file with the Registrar an

Amalgamation Application containing the information set out in the form attached as Exhibit "3" hereto;

(e) Gorilla shall not take or fail to take any action which would cause its representations or warranties to be untrue or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation; and

(f) Gorilla shall do all such other acts and things as may be necessary or required in order to give effect to the Amalgamation, and without limiting the foregoing, Gorilla shall use commercially reasonable efforts to apply for and obtain, and will cooperate in applying for and obtaining:

(i) the approvals of its shareholders required for the implementation of the Amalgamation; and

(ii) such other consents, orders or approvals as counsel may advise are necessary or desirable for the implementation of the Amalgamation, including those referred to in Section 5.1 hereof.

## **Records and Data**

4.3 Each of OWP and Gorilla (for the purpose of Sections 4.3 and 4.6 the "Disclosing Party") shall make available, and by the Effective Date will have made available, to the other party or its representatives (for the purpose of Sections 4.3 to 4.6 the "Recipient"), for inspection, all documents which the Recipient shall reasonably require and which to the knowledge of the Disclosing Party is in the possession and control of the Disclosing Party pertaining to or affecting the Disclosing Party or the Property (in the case of Gorilla) and the Option to the Property, and the Disclosing Party will not knowingly withhold any documents or information reasonably required to make not misleading the documents and information so made available to the Recipient.

4.4 All information, records and data furnished to the Recipient are, to the best of the Disclosing Party's knowledge, accurate in all material respects.

4.5 To the best of the Disclosing Party's knowledge, the financial books and records of the Disclosing Party fairly and correctly set out and disclose in all material respects, in accordance with Generally Accepted Accounting Principles, the financial position of the Disclosing Party as at the date thereof and all material financial transactions have been accurately recorded in such books and records and without limiting the generality of the foregoing, the Disclosing Party has no outstanding debt obligations or liabilities other than those disclosed in the Disclosing Party's financial statements or incurred in the ordinary course of business subsequent to the preparation of the Disclosing Party's financial statements.

4.6 The corporate records and minute books of the Disclosing Party since the date of incorporation contains all minutes of meetings or consent resolutions of the directors and shareholders of the Disclosing Party held or passed, all such meetings were duly called and held or notice thereof was duly waived, and the share certificate

book, the register of shareholders and the register of transfers of the Disclosing Party are now accurate and complete.

## **PART 5 CONDITIONS**

### **Conditions**

5.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement and to file the Articles of Amalgamation shall be subject to satisfaction, on or before the Effective Date, of the following conditions:

- (a) the Amalgamation with or without amendment shall have been approved at the OWP Shareholders' Meeting, or any adjournment thereof, in accordance with the Act and shall have otherwise been approved by the requisite majority of persons entitled or required to vote thereon in accordance with the Act and the articles of OWP;
- (b) the Amalgamation with or without amendment shall have been approved by the Gorilla Consent Resolutions, by unanimous consent of the holders of Gorilla Shares in accordance with the Act and the articles of Gorilla;
- (c) the holders of no more than 10% of the issued and outstanding OWP Shares shall have exercised rights of dissent in respect of the Amalgamation other than in circumstances where either OWP or Gorilla elects to fund the repurchase of the OWP Shares with respect to which rights of dissent have been exercised in accordance with the provisions of the Act;
- (d) the holders of no more than 10% of the issued and outstanding Gorilla Shares shall have exercised rights of dissent in respect of the Amalgamation other than in circumstances where either Gorilla or OWP elects to fund the repurchase of the Gorilla Shares with respect to which rights of dissent have been exercised in accordance with the provisions of applicable law;
- (e) OWP shall have completed the OWP Arrangement as described in the OWP Information Circular;
- (f) there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or governmental authority or similar agency, domestic or foreign, that:
  - (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transaction contemplated

in this Agreement which are necessary to complete the Amalgamation;

- (ii) results in a judgment or assessment of material damage directly or indirectly relating to the transactions contemplated herein; or
- (iii) would have a material adverse effect on the completion of the Amalgamation.

(g) OWP and Gorilla shall have obtained all consents, approvals and authorizations (including, without limitation, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the transactions contemplated herein on terms and conditions reasonably satisfactory to OWP and Gorilla; and

(h) the CNSX shall have conditionally approved the listing of the Amalco Shares issuable under the Amalgamation, on terms reasonably satisfactory to each of OWP and Gorilla.

(i) satisfactory completion of due diligence by each of OWP and Gorilla, their counsel or representatives on the business, assets, financial condition, and corporate records of each of OWP and Gorilla (as applicable), which due diligence process shall be concluded on or before the Due Diligence Deadline;

(j) there being no legal proceeding or regulatory actions or proceedings against either OWP or Gorilla at the Effective Date which may, if determined against the interest of either OWP or Gorilla, have a material adverse effect on either OWP or Gorilla;

(k) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement;

(l) there being no prohibition at law against the completion of the Amalgamation;

(m) any inquiry or investigation (whether formal or informal) in relation to either OWP and Gorilla or their respective directors or officers, shall not have been commenced or threatened by the CNSX, the securities commissions of any applicable jurisdiction or any other regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on either OWP and Gorilla;

(n) material compliance by both OWP and Gorilla with the terms of this Agreement;

(o) the Amalco Shares that are issued as consideration for the Amalgamation shall be issued as fully paid and non-assessable common shares in the capital of Amalco, free and clear of any and all encumbrances, liens, charges, demands of



whatsoever nature, except those imposed pursuant to statutory "hold periods" and escrow restrictions of applicable securities laws and the CNSX;

(p) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required, necessary or desirable for the completion of the transactions contemplated by this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, to include but not be limited to the approval of the CNSX and the approval of any applicable lenders or financial institutions or the approval of third parties pursuant to contractual obligations, as applicable;

(q) none of the consents, orders, regulations or approvals contemplated herein shall contain terms or conditions or require undertakings or security considered unsatisfactory or unacceptable by any of the parties hereto; and

(r) this Agreement shall not have been terminated under Part 6.

### **Conditions to Obligations of Each Party**

5.2 The obligation of each of the parties to this Agreement to complete the transactions contemplated by this Agreement is further subject to the conditions, which may be waived by such party without prejudice to its right to rely on any other condition in favour of such party, that:

(a) the covenants of the other such party hereto to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed;

(b) except as affected by the transactions contemplated by this Agreement, the representations and warranties of the other such party hereto shall be true and correct in all material respects when made and as at the Effective Date, with the same effect as if such representations and warranties had been made at, and as of, the Effective Date; and

(c) since the date of this Agreement, there will have been no material adverse change in the business, results of operations, assets, liabilities, financial conditions or affairs of the other party, financial or otherwise, and there will have been no changes to the existing authorized or issued share capital of the other party, except the completion by Gorilla of a financing to raise up to \$100,000 by issuing up to 1,000,000 common shares in the capital of Gorilla at a price of \$0.10 per share, or as otherwise set forth in this Agreement;

### **Closing**

5.3 Subject to the satisfaction or waiver of the conditions, the closing of the transactions contemplated herein shall take place on the Effective Date at the offices of the Bacchus Law Corporation in Vancouver, British Columbia or at such other place as may be agreed to by OWP and Gorilla.

## **Merger of Conditions**

5.4 The conditions set out in Sections 5.1 and 5.2 shall be conclusively deemed to have been satisfied, waived or released on the filing of the Amalgamation Application under the Act.

## **Conditions Precedent and Right of Waiver**

5.5 The conditions precedent set out in section 5.1 are for the benefit of each of OWP and Gorilla. Either party hereto may refuse to proceed with the Amalgamation if the conditions precedent for its benefit are not fulfilled to its reasonable satisfaction on or prior to the Effective Date, and, except for as otherwise specified herein, it shall incur no liability to the other party by reason of such refusal.

5.6 The said conditions precedent may be waived in whole or in part by the party for whose benefit they are included herein in that party's absolute discretion. No such waiver shall be of any effect unless it is in writing signed by the party granting the waiver.

5.7 The parties acknowledge that a portion of the Amalco Shares may be subject to escrow in accordance with applicable securities laws and the policies of the CNSX. The parties further acknowledge that these escrowed Amalco Shares shall be held in escrow and released, over time, as determined by the securities laws and CNSX policies. The escrowed Amalco Shares will be held in escrow pursuant to an escrowed agreement prescribed by the securities laws.

5.8 The Parties also acknowledge that there may be a statutory resale period in connection with the issuance of the Amalco Shares issued in exchange for OWP Shares or Gorilla Shares.

## **PART 6 AMENDMENT AND TERMINATION**

### **Amendment**

6.1 This Agreement may, at any time and from time to time before and after the holding of the OWP Shareholders' Meeting and the execution of the Gorilla Consent Resolutions but not later than the Effective Date, be amended by written agreement of the parties hereto without further notice to or authorization on the part of the holders of OWP Shares or Gorilla Shares. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive any inaccuracies or modify any of the covenants contained herein or in any document to be delivered pursuant hereto; or

- (c) waive compliance with or modify any of the covenants herein contained or waive or modify performance of any of the obligations of the parties hereto;

provided that, notwithstanding the foregoing, the consideration to be received by holders of OWP Shares and Gorilla Shares shall not be decreased without the approval of the holders of OWP Shares and Gorilla Shares, respectively, given in the same manner as required for the approval of the Amalgamation.

## Termination

- 6.2 (a) This Agreement may, at any time before or after the holding of the OWP Shareholders' Meeting or the execution of the Gorilla Consent Resolutions, or both, but prior to the Effective Date, be terminated by agreement of the parties without further action on the part of the holders of OWP Shares or Gorilla Shares

(b) This Agreement shall be terminated without further action on the part of the holders of OWP Shares or Gorilla Shares if the Amalgamation Application has not been filed with the Registrar on or before November 15, 2011 or such other date as the parties hereto may agree.

- (c) This Agreement may be terminated at any time prior to the Effective Date by OWP by written notice to Gorilla if:

(i) any of the conditions to be satisfied by Gorilla hereunder has not been satisfied by Gorilla or waived by OWP within the time provided;

(ii) the board of directors of Gorilla fails to recommend, or withdraws in a manner adverse to OWP its recommendation to the shareholders of Gorilla to approve the Amalgamation; or

(iii) any applicable regulatory authority having notified OWP in writing that it will not permit the Amalgamation to proceed.

- (d) This Agreement may be terminated at any time prior to the Effective Date by Gorilla by written notice to OWP if:

(i) any of the conditions to be satisfied by OWP hereunder has not been satisfied within the time provided;

(ii) the board of directors of OWP fails to recommend, or withdraws in a manner adverse to Gorilla its recommendation to the shareholders of OWP to approve the Amalgamation; or

(iii) any applicable regulatory authority having notified Gorilla in writing that it will not permit the Amalgamation to proceed.

**PART 7  
GENERAL**

**Notices**

7.1 All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be served personally or by telex or telecopy as follows:

(a) in the case of OWP addressed to:

OWP Wind Power Corp.  
Suite 1201, 700 West Pender Street  
Vancouver, BC V6C 1G8

Attention: President  
Fax: 604.658.2045

(b) in the case of Gorilla addressed to:

Gorilla Resources Corp.  
Suite 2001, 1050 Burrard Street  
Vancouver, BC V6Z 2R9

Attention: President

or such other address of which a party may, from time to time, advise the other parties hereto by notice in writing given in accordance with the foregoing. The date of receipt of any such notice shall be deemed to be the date of delivery thereof if delivered by electronic transmission, by hand or by courier, and 5 business days after the date of mailing if delivered by mail.

**Access to Information**

7.2 From the date hereof until the completion of the transactions contemplated by this Agreement each party will allow the other party and its respective authorized representatives, including legal counsel, access to all information, books or records relevant for the purpose of the transactions contemplated herein. Each of the parties agrees that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the disclosing party.

**Conduct of Business**

7.3 From the date hereof until completion of the transactions contemplated herein, OWP and Gorilla will each operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice.

**Confidentiality**

- 7.4 (a) No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein or therein will be made by any party without the prior written agreement of the other party as to timing, content and method, providing that the obligations herein will not prevent any party from making, after consultation with the other party, such disclosure as its counsel advises is required by applicable law.
- (b) Unless and until the transactions contemplated in this Agreement have been completed, except with the prior written consent of the other party, each of the parties and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the other party in the strictest confidence, except such information and documents available to the public or as are required to be disclosed by applicable law.
- (c) All such information in written form and documents will be returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not consummated.

**Assignment**

- 7.5 No party may assign its rights or obligations under this Agreement or the Amalgamation without the prior written consent of the other party hereto.

**Binding Effect**

- 7.6 This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Waiver**

- 7.7 Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting the same. Waivers may only be granted upon compliance with the terms governing amendments set forth in Section 6.1, *mutatis mutandis*.

**Survival of Representation and Warranties**

- 7.8 The representations and warranties herein shall survive the performance of the parties' respective obligations hereunder and the termination of this Agreement but shall expire one year after the Effective Date.

**Counterparts**

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

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

**ORCA WIND POWER CORP.**

Per: *Signed "Thomas Bell"*  
*Authorized Signatory*

**GORILLA RESOURCES CORP.**

Per: *Signed "Scott Sheldon"*  
*Authorized Signatory*

## EXHIBIT "1"

### WELS MINING PROPERTY

#### PROPERTY DESCRIPTION AND LOCATION

The Wels Property consists of a total of 110 mineral claims in three separate claim blocks located 55 kilometers east of the community of Beaver Creek and 190 kilometers south of the community of Dawson City in central Yukon Territory, at latitude 62°52' north and longitude 135°07' west on NTS map sheet 115J/05 (Figure 1). The claims were staked under the Yukon Quartz Mining Act and are registered in the Whitehorse Mining District. Claim locations of the Wels Property are shown on Figure 2, and claim tenure information from the Wels Property Option Agreement is listed in Table 1.

Table 1 – List of Claims

CLAIM NAME	GRANT NUMBER	REGISTERED OWNER	EXPIRY DATE
Wels 1 - 28	YE41635 – YE41662	Farrel J. Andersen	March 29, 2012
Wels 31 - 56	YE41665 – YE41690	Laurent Brault	March 29, 2012
Wels 63 - 88	YE41697 – YE41722	Roger Hulstein	March 29, 2012
Wels 95 - 104	YE73805 – YE73814	Farrel J. Andersen	March 29, 2012
Wels 111 - 120	YE73821 – YE73830	Roger Hulstein	March 29, 2012
Wels 127 - 136	YE73837 – YE73846	Laurent Brault	March 29, 2012

The claims are currently registered to the Vendors of the Property. The claims are to be transferred to Gorilla Resources Corp. when the Technical Report has been filed and accepted by the Stock Exchange. The mineral claims comprising the Property can be maintained in good standing by performing approved exploration work to a dollar value of \$100 per claim per year. Exploration work is subject to the Mining Land Use Regulations of the Yukon Mining Quartz Act and to the Yukon Environmental and Socio-Economic Assessment Act (YESAA). A land use permit may have to be issued and YESAA Board recommendations obtained, before large-scale exploration is conducted. The work program proposed in this report meets the criteria for a Class I land use approval.

Claims comprising the Property were located by GPS using the UTM coordinate system. The claim locations shown on Figure 2 are derived from government claim maps. The Property is not encumbered by First Nations Land Claims. The White River First Nation (WRFN) has a number of category Site Specific (S) and category B land selections in the area. WRFNR-8B is a large block that fringes the southeast corner of the Wels West Claim block. There are three other category B land selection on the north and west shores of Wellesley Lake and three small site specific selection on the south shore of Wellesley Lake. Staking is allowed on Category B land selections but agreements for access to the land must be negotiated with the White River First Nation.

The lakes, streams and topography of the Property are displayed on Figure 2. There are no known mineral resources or reserves or tailings ponds on the Property. Gorilla Resources Corp. has entered an Option Agreement with the claim owners; Roger Hulstein and Farrel Andersen dated June 6, 2011. Under the terms of the Option Agreement, Gorilla Resources Corp. has the right to earn 100% of the mineral rights in the Property by exercising the Option. To earn-in on its option, Gorilla Resources Corp. is required to fulfill the following terms:

- a cash payment of \$15 000 upon execution of the Option Agreement; and,
- make a cash payment of \$15 000 upon completion of a Technical Report; and,
- issue 150 000 shares on or before six months from the date of the Agreement; and,

- issue 100 000 shares on or before September 30, 2012; and,
- make a cash payment of \$25 000 on or before September 30, 2012; and,
- make a payment of \$40 000 on or before September 30, 2013, payable in cash, Shares a combination of cash and Shares in the sole discretion of Gorilla Resources Corp.; and,
- make a payment of \$80 000 on or before September 30, 2014, payable in cash, Shares or a combination of cash and Shares in the sole discretion of Gorilla Resources Corp.

Gorilla Resources Corp. is obligated to pay a royalty interest equal to 3% Net Smelter Returns. Gorilla Resources Corp. is entitled to redeem a share of the Net Smelter Returns (NSR) by paying \$750 000 for each 1% of NSR to a maximum of \$1 500 000.

Gorilla Resources Corp. is liable to pay an Advance Royalty after the Option has been completed of \$20 000 annually until commercial production from the property. The Advance Royalty shall be deducted from the Optionor's share of the Net Smelter Returns at commercial production.

There are no outstanding environmental liabilities determined by the Author.



**EXHIBIT “2”**

**ARTICLES  
OF  
GORILLA RESOURCES CORP.  
(the “Company”)**

The Company’s articles, following the amalgamation of Gorilla Resources Corp. and Orca Wind Power Corp. are set out below, duly signed by a first director of the Company.

<b>Full Name and Signature of First Director</b>	<b>Date of Signing</b>
<u>Signed “Scott Sheldon”</u> First Director: Scott Sheldon	August 24, 2011

***Incorporation Number of the Company (post-amalgamation):***

\_\_\_\_\_

***Date of Amalgamation:***

\_\_\_\_\_

*Incorporation Number:* \_\_\_\_\_

**ARTICLES  
OF  
GORILLA RESOURCES CORP.  
(The "Company")**

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## **1. INTERPRETATION**

### **1.1 Definitions**

In these Articles, unless the context otherwise requires:

- (1) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;
- (2) "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (3) "*Interpretation Act*" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (4) "legal personal representative" means the personal or other legal representative of the shareholder;
- (5) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register of the Company;
- (6) "seal" means the seal of the Company, if any.

### **1.2 *Business Corporations Act* and *Interpretation Act* Definitions Applicable**

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

## **2. SHARES AND SHARE CERTIFICATES**

### **2.1 Authorized Share Structure**

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

### **2.2 Form of Share Certificate**

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

### **2.3 Shareholder Entitled to Certificate or Acknowledgment**

Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-

transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

#### **2.4 Delivery by Mail**

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

#### **2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement**

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

- (1) order the share certificate or acknowledgment, as the case may be, to be cancelled; and
- (2) issue a replacement share certificate or acknowledgment, as the case may be.

#### **2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement**

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

- (1) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and
- (2) any indemnity the directors consider adequate.

#### **2.7 Splitting Share Certificates**

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

#### **2.8 Certificate Fee**

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

## **2.9 Recognition of Trusts**

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

## **3. ISSUE OF SHARES**

### **3.1 Directors Authorized**

Subject to the *Business Corporations Act* and the rights of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

### **3.2 Commissions and Discounts**

The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person procuring or agreeing to procure purchasers for shares of the Company.

### **3.3 Brokerage**

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

### **3.4 Conditions of Issue**

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

- (1) consideration is provided to the Company for the issue of the share by one or more of the following:
  - (a) past services performed for the Company;
  - (b) property;
  - (c) money; and
- (2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

### **3.5 Share Purchase Warrants, Options and Rights**

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

## **4. SHARE REGISTERS**

### **4.1 Central Securities Register**

As required by and subject to the *Business Corporations Act*, the Company must maintain in British Columbia a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

### **4.2 Closing Register**

The Company must not at any time close its central securities register.

## **5. SHARE TRANSFERS**

### **5.1 Registering Transfers**

A transfer of a share of the Company must not be registered unless the Company or the transfer agent or registrar for the class or series of share to be transferred has received:

- (1) a duly signed instrument of transfer in respect of the share;
- (2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate;
- (3) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement; and
- (4) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, the due signing of the instrument of transfer and the right of the transferee to have the transfer registered.

### **5.2 Form of Instrument of Transfer**

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

### **5.3 Transferor Remains Shareholder**

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

### **5.4 Signing of Instrument of Transfer**

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

- (1) in the name of the person named as transferee in that instrument of transfer; or
- (2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

### **5.5 Enquiry as to Title Not Required**

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

### **5.6 Transfer Fee**

There must be paid to the Company or the Company's transfer agent, in relation to the registration of any transfer, the amount, if any, determined by the directors.

## **6. TRANSMISSION OF SHARES**

### **6.1 Legal Personal Representative Recognized on Death**

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

## **6.2 Rights of Legal Personal Representative**

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to the shares registered in the shareholder's name and the name of another person in joint tenancy.

## **7. PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES**

### **7.1 Company Authorized to Purchase, Redeem or Otherwise Acquire Shares**

Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series, the *Business Corporations Act*, and securities laws and regulations of general application, the Company may, if authorized by the directors, purchase, redeem or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

### **7.2 Purchase When Insolvent**

The Company must not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (1) the Company is insolvent; or
- (2) making the payment or providing the consideration would render the Company insolvent.

### **7.3 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares**

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (1) is not entitled to vote the share at a meeting of its shareholders;
- (2) must not pay a dividend in respect of the share; and
- (3) must not make any other distribution in respect of the share.

## **8. BORROWING POWERS**

The Company, if authorized by the directors, may:

- (1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;



- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

## **9. ALTERATIONS**

### **9.1 Alteration of Authorized Share Structure**

Subject to the *Business Corporations Act*, the Company may by directors resolution subdivide or consolidate all or any of its unissued, or fully paid issued, shares and if applicable, alter its Notice of Articles and, if applicable, Articles, accordingly; and subject to Article 9.2 and the *Business Corporations Act*, the Company may by ordinary resolution:

- (1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (3) if the Company is authorized to issue shares of a class of share with par value:
  - (a) decrease the par value of those shares; or
  - (b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (4) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (5) alter the identifying name of any of its shares; or
- (6) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act* where it does not specify by a special resolution;

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

### **9.2 Special Rights or Restrictions**

Subject to the *Business Corporations Act* and in particular those provisions of the Act relating to the rights of holders of outstanding shares to vote if their rights are prejudiced or interfered with, the Company may by ordinary resolution:

- (1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

- (2) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued and alter its Notice of Articles and Articles accordingly.

### **9.3 Change of Name**

The Company may by directors resolution authorize an alteration of its Notice of Articles in order to change its name.

### **9.4 Other Alterations**

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

## **10. MEETINGS OF SHAREHOLDERS**

### **10.1 Annual General Meetings**

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

### **10.2 Resolution Instead of Annual General Meeting**

If all the shareholders who are entitled to vote at an annual general meeting consent in writing by unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

### **10.3 Calling of Meetings of Shareholders**

The directors may, whenever they think fit, call a meeting of shareholders.

### **10.4 Notice for Meetings of Shareholders**

The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution, and any notice to consider approving amalgamation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of

the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

#### **10.5 Notice of Resolution to Which Shareholders May Dissent**

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

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

#### **10.6 Record Date for Notice**

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

- (1) if and for so long as the Company is a public company, 21 days;
- (2) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

#### **10.7 Record Date for Voting**

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

#### **10.8 Failure to Give Notice and Waiver of Notice**

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the

meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

### **10.9 Notice of Special Business at Meetings of Shareholders**

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (1) state the general nature of the special business; and
- (2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
  - (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
  - (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

## **11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS**

### **11.1 Special Business**

At a meeting of shareholders, the following business is special business:

- (1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (2) at an annual general meeting, all business is special business except for the following:
  - (a) business relating to the conduct of or voting at the meeting;
  - (b) consideration of any financial statements of the Company presented to the meeting;
  - (c) consideration of any reports of the directors or auditor;
  - (d) the setting or changing of the number of directors;
  - (e) the election or appointment of directors;
  - (f) the appointment of an auditor;
  - (g) the setting of the remuneration of an auditor;
  - (h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
  - (i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the

business being given to the shareholders.

### **11.2 Special Majority**

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is 2/3 of the votes cast on the resolution.

### **11.3 Quorum**

Subject to the special rights or restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is one shareholder present in person (or, being a corporation, partnership, trust or other non-individual legal entity represented in accordance with the provisions of the *Business Corporations Act*), or by proxy holding not less than one voting share of the Company entitled to be voted at the meeting.

### **11.4 One Shareholder May Constitute Quorum**

If there is only one shareholder entitled to vote at a meeting of shareholders:

- (1) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (2) that shareholder, present in person or by proxy, may constitute the meeting.

### **11.5 Other Persons May Attend**

In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

### **11.6 Requirement of Quorum**

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

### **11.7 Lack of Quorum**

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

### **11.8 Lack of Quorum at Succeeding Meeting**

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting shall be deemed to constitute a quorum.

### **11.9 Chair**

The following individual is entitled to preside as chair at a meeting of shareholders:

- (1) the chair of the board, if any; or
- (2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

### **11.10 Election of Alternate Chair**

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number or the lawyer for the Company to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director or lawyer for the Company is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

### **11.11 Adjournments**

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

### **11.12 Notice of Adjourned Meeting**

It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

### **11.13 Decisions by Show of Hands or Poll**

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

#### **11.14 Declaration of Result**

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

#### **11.15 Motion Need Not be Seconded**

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

#### **11.16 Casting Vote**

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

#### **11.17 Manner of Taking Poll**

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (1) the poll must be taken:
  - (a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
  - (b) in the manner, at the time and at the place that the chair of the meeting directs;
- (2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (3) the demand for the poll may be withdrawn by the person who demanded it.

#### **11.18 Demand for Poll on Adjournment**

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

#### **11.19 Chair Must Resolve Dispute**

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

### **11.20 Casting of Votes**

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

### **11.21 Demand for Poll**

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

### **11.22 Demand for Poll Not to Prevent Continuance of Meeting**

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

### **11.23 Retention of Ballots and Proxies**

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

## **12. VOTES OF SHAREHOLDERS**

### **12.1 Number of Votes by Shareholder or by Shares**

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

### **12.2 Votes of Persons in Representative Capacity**

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

### **12.3 Votes by Joint Holders**

If there are joint shareholders registered in respect of any share:



- (1) any one of the joint shareholders may vote at any meeting of shareholders, either personally or by proxy, in respect of the shares as if that joint shareholder were solely entitled to it; or
- (2) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

#### **12.4 Legal Personal Representatives as Joint Shareholders**

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders registered in respect of that share.

#### **12.5 Representative of a Corporate Shareholder**

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (1) for that purpose, the instrument appointing a representative must:
  - (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
  - (b) be provided, at the meeting or any adjourned meeting, to the chair of the meeting or any adjourned meeting to a person designated by the chair of the meeting or adjourned meeting;
- (2) if a representative is appointed under this Article 12.5:
  - (a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
  - (b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

#### **12.6 Proxy Provisions Do Not Apply to All Companies**

If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the

Statutory Reporting Company Provisions apply, Articles 12.7 to 12.15 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any state of the United States that is applicable to the Company insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket order and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation.

### **12.7 Appointment of Proxy Holders**

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders of the Company may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

### **12.8 Alternate Proxy Holders**

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

### **12.9 When Proxy Holder Need Not Be Shareholder**

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

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

### **12.10 Deposit of Proxy**

A proxy for a meeting of shareholders must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
- (2) unless the notice provides otherwise, be provided, at the meeting or any adjourned meeting, to the chair of the meeting or adjourned meeting or to a person designated by the chair of the meeting or the adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages, including through Internet or telephone voting or by email, if permitted by the notice calling the meeting or the information circular for the meeting.

### 12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given, has been taken.

### 12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

*[name of company]*

(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the shareholder):

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

\_\_\_\_\_  
*[Signature of shareholder]*

\_\_\_\_\_  
*[Name of shareholder printed]*

### 12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is received:

- (1) at the registered office of the Company at any time up to and including the last

business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

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

#### **12.14 Revocation of Proxy Must Be Signed**

An instrument referred to in Article 12.13 must be signed as follows:

- (1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

#### **12.15 Production of Evidence of Authority to Vote**

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

### **13. DIRECTORS**

#### **13.1 First Directors, Number of Directors**

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;
- (2) if the Company is a public company, the greater of three and the most recently set of:
  - (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
  - (b) the number of directors set under Article 14.4;
- (3) if the Company is not a public company, the most recently set of:
  - (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
  - (b) the number of directors set under Article 14.4.

### **13.2 Change in Number of Directors**

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

- (1) the shareholders by ordinary resolution may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors, subject to Article 14.8, may appoint, directors to fill those vacancies.

### **13.3 Directors' Acts Valid Despite Vacancy**

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

### **13.4 Qualifications of Directors**

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

### **13.5 Remuneration of Directors**

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

### **13.6 Reimbursement of Expenses of Directors**

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

### **13.7 Special Remuneration for Directors**

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

### **13.8 Gratuity, Pension or Allowance on Retirement of Director**

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

## **14. ELECTION AND REMOVAL OF DIRECTORS**

### **14.1 Election at Annual General Meeting**

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors set by such resolution or for the time being set under these Articles; and
- (2) all directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

### **14.2 Consent to be a Director**

No election, appointment or designation of an individual as a director is valid unless:

- (1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

### **14.3 Failure to Elect or Appoint Directors**

If:

- (1) the Company fails to hold an annual general meeting or all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or
- (2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (3) the date on which his or her successor is elected or appointed; and

- (4) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

#### **14.4 Places of Retiring Directors Not Filled**

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

#### **14.5 Directors May Fill Casual Vacancies**

Any casual vacancy occurring in the board of directors may be filled by the directors.

#### **14.6 Remaining Directors Power to Act**

The directors may act notwithstanding any vacancy in the board of directors. If the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may act for the purpose of appointing directors up to that number or of summoning a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

#### **14.7 Shareholders May Fill Vacancies**

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

#### **14.8 Additional Directors**

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

### **14.9 Ceasing to be a Director**

A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (4) the director is removed from office pursuant to Articles 14.10 or 14.11.

### **14.10 Removal of Director by Shareholders**

The Company may remove any director before the expiration of his or her term of office by ordinary resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

### **14.11 Removal of Director by Directors**

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

## **15. ALTERNATE DIRECTORS**

### **15.1 Appointment of Alternate Director**

Any director (an “appointor”) may by notice in writing received by the Company appoint any person (an “appointee”) who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

### **15.2 Notice of Meetings**

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

### **15.3 Alternate for More than One Director Attending Meetings**

A person may be appointed as an alternate director by more than one director, and an alternate director:



- (1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;
- (2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity; and
- (4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

#### **15.4 Consent Resolutions**

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

#### **15.5 Alternate Director an Agent**

Every alternate director is deemed to be the agent of his or her appointor.

#### **15.6 Revocation or Amendment of Appointment of Alternate Director**

An appointor may at any time, by notice in writing received by the Company, revoke or amend the terms of the appointment of an alternate director appointed by him or her.

#### **15.7 Ceasing to be an Alternate Director**

The appointment of an alternate director ceases when:

- (1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (2) the alternate director dies;
- (3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (4) the alternate director ceases to be qualified to act as a director; or
- (5) the term of his appointment expires, or his or her appointor revokes the appointment of the alternate director.

## **15.8 Remuneration and Expenses of Alternate Director**

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

## **16. POWERS AND DUTIES OF DIRECTORS**

### **16.1 Powers of Management**

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

### **16.2 Appointment of Attorney of Company**

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

### **16.3 Setting Remuneration of Auditor**

The directors may set the remuneration of the Company's auditor from time to time without shareholder approval.

## **17. DISCLOSURE OF INTEREST OF DIRECTORS AND OFFICERS**

### **17.1 Obligation to Account for Profits**

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

### **17.2 Restrictions on Voting by Reason of Interest**

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in

that contract or transaction, in which case any or all of those directors may vote on such resolution.

### **17.3 Interested Director Counted in Quorum**

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

### **17.4 Disclosure of Conflict of Interest or Property**

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

### **17.5 Director Holding Other Office in the Company**

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

### **17.6 No Disqualification**

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

### **17.7 Professional Services by Director or Officer**

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer..

### **17.8 Director or Officer in Other Corporations**

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

## **18. PROCEEDINGS OF DIRECTORS**

### **18.1 Meetings of Directors**

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

### **18.2 Voting at Meetings**

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting has a second or casting vote.

### **18.3 Chair of Meetings**

The following individual is entitled to preside as chair at a meeting of directors:

- (1) the chair of the board, if any;
- (2) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (3) any other director chosen by the directors if:
  - (a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
  - (b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
  - (c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

### **18.4 Meetings by Telephone or Other Communications Medium**

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

### **18.5 Calling of Meetings**

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

## **18.6 Notice of Meetings**

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

## **18.7 When Notice Not Required**

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

- (1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (2) the director or alternate director, as the case may be, has waived notice of the meeting.

## **18.8 Meeting Valid Despite Failure to Give Notice**

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

## **18.9 Waiver of Notice of Meetings**

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director. Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

## **18.10 Quorum**

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of the directors in office or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

### **18.11 Validity of Acts Where Appointment Defective**

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

### **18.12 Consent Resolutions in Writing**

A resolution of the directors or of any committee of the directors may be passed without a meeting:

- (1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or
- (2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Article may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

## **19. COMMITTEES**

### **19.1 Appointment and Powers of Executive Committee**

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

- (1) the power to fill vacancies in the board of directors;
- (2) the power to remove directors;
- (3) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (4) such other powers or restrictions, if any, as may be set out in the resolution or subsequent directors' resolution.

### **19.2 Appointment and Powers of Other Committee**

The directors may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:
  - (a) the power to fill vacancies in the board of directors;
  - (b) the power to remove a director;
  - (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
  - (d) the power to appoint or remove officers appointed by the directors; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

### **19.3 Obligations of Committees**

Any committee appointed under Article 19.1 or 19.2, in the exercise of the powers delegated to it, must:

- (1) conform to any rules that may from time to time be imposed on it by the directors; and
- (2) report every act or thing done in exercise of those powers at such times as the directors may require.

### **19.4 Powers of Board**

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (2) terminate the appointment of, or change the membership of, the committee; and
- (3) fill vacancies in the committee.

### **19.5 Committee Meetings**

Subject to Article 19.2(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Article 19.1 or 19.2:

- (1) the committee may meet and adjourn as it thinks proper;
- (2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

- (3) a majority of the members of the committee constitutes a quorum of the committee; and
- (4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

## **20. OFFICERS**

### **20.1 Directors May Appoint Officers**

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

### **20.2 Functions, Duties and Powers of Officers**

The directors may, for each officer:

- (1) determine the functions and duties of the officer;
- (2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

### **20.3 Qualifications**

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as the managing director must be a director. Any other officer need not be a director.

### **20.4 Remuneration and Terms of Appointment**

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

## **21. INDEMNIFICATION**

### **21.1 Definitions**

In this Article 21:

- (1) “eligible party”, in relation to a company, means an individual who:
  - (a) is or was a director, alternate director or officer of the Company;
  - (b) is or was a director, alternate director or officer of another corporation



at a time when the corporation is or was an affiliate of the Company, or

at the request of the Company; or

- (c) at the request of the Company, is or was, or holds or held a position equivalent to that of, a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

and includes, except in the definition of “eligible proceeding”, and s. 163(1)(c) and (d) and s. 165 of the *Business Corporations Act*, the heirs and personal or other legal representatives of that individual;

- (2) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (3) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which an eligible party or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director or officer of, or holding or having held a position equivalent to that of a director, alternative director or officer of, the Company or an affiliate of the Company:
- (a) is or may be joined as a party; or
- (b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (4) “expenses” has the meaning set out in the *Business Corporations Act*.

## **21.2 Mandatory Indemnification of Eligible Parties**

Subject to the *Business Corporations Act*, the Company must indemnify each eligible party and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each eligible party is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

## **21.3 Indemnification of Other Persons**

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

## **21.4 Non-Compliance with *Business Corporations Act***

The failure of an eligible party to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

## **21.5 Company May Purchase Insurance**

The Company may purchase and maintain insurance for the benefit of any eligible party (or his or her heirs or legal personal representatives) who:

- (1) is or was a director, alternate director, officer, employee or agent of the Company;
- (2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as an eligible party.

## **22. DIVIDENDS**

### **22.1 Payment of Dividends Subject to Special Rights**

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

### **22.2 Declaration of Dividends**

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

### **22.3 No Notice Required**

The directors need not give notice to any shareholder of any declaration under Article 22.2.

### **22.4 Record Date**

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

### **22.5 Manner of Paying Dividend**

A resolution declaring a dividend may direct payment of the dividend wholly or partly in cash or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

### **22.6 Settlement of Difficulties**

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (1) set the value for distribution of specific assets;
- (2) determine that cash payments in substitution for all or any part of the specific assets to

which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

### **22.7 When Dividend Payable**

Any dividend may be made payable on such date as is fixed by the directors.

### **22.8 Dividends to be Paid in Accordance with Number of Shares**

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

### **22.9 Receipt by Joint Shareholders**

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

### **22.10 Dividend Bears No Interest**

No dividend bears interest against the Company.

### **22.11 Fractional Dividends**

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

### **22.12 Payment of Dividends**

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

### **22.13 Capitalization of Retained Earnings or Surplus**

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

## **23. ACCOUNTING, RECORDS AND REPORTS**

### **23.1 Recording of Financial Affairs**

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

### **23.2 Inspection of Accounting Records**

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

## **24. NOTICES**

### **24.1 Method of Giving Notice**

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (1) mail addressed to the person at the applicable address for that person as follows:
  - (a) for a record mailed to a shareholder, the shareholder's registered address;
  - (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
  - (c) in any other case, the mailing address of the intended recipient;
- (2) delivery at the applicable address for that person as follows, addressed to the person:
  - (a) for a record delivered to a shareholder, the shareholder's registered address;
  - (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
  - (c) in any other case, the delivery address of the intended recipient;
- (3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class; or
- (5) physical delivery to the intended recipient.

## **24.2 Deemed Receipt of Mailing**

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

- (1) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing;
- (2) faxed to a person to the fax number provided by that person, referred to in Article 24.1, is deemed to be received by the person to whom it was faxed on the day it was faxed; and
- (3) e-mailed to a person to the e-mail address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

## **24.3 Certificate of Sending**

A certificate signed by the secretary, if any, or other officer of the Company or of any other person acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1, is conclusive evidence of that fact.

## **24.4 Notice to Joint Shareholders**

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing the notice to the joint shareholder first named in the central securities register in respect of the share.

## **24.5 Notice to Legal Representative and Trustees**

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (1) mailing the record, addressed to them:
  - (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
  - (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

## **24.6 Undelivered Notice**

If on two consecutive occasions a notice, statement, report or other record is sent to a shareholder pursuant to Article 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to

send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

## **25. SEAL**

### **25.1 Who May Attest Seal**

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Company only has one director, that director; or
- (4) any one or more directors or officers or persons as may be determined by the directors.

### **25.2 Sealing Copies**

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer, or the signature of any other person as may be determined by the directors.

### **25.3 Mechanical Reproduction of Seal**

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

## **26. PROHIBITIONS**

### **26.1 Definitions**

In this Article 26:

- (1) "designated security" means:

- (a) a voting security of the Company;
  - (b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
  - (c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);
- (2) "security" has the meaning assigned in the *Securities Act* (British Columbia);
- (3) "voting security" means a security of the Company that:
- (a) is not a debt security, and
  - (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

## **26.2 Application**

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or a company to which the Statutory Reporting Company Provisions apply.

## **26.3 Consent Required for Transfer of Shares or Designated Securities**

No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

## **27. CHANGE OF REGISTERED AND RECORDS OFFICE**

The Company may appoint or change its registered and records offices, or either of them, and the agent responsible therefore, at any time by resolution of the directors. After the appointment of the first registered or records office agent, such agent may terminate its appointment pursuant to the *Business Corporations Act*.

## EXHIBIT "3"



**Ministry of  
Finance**  
BC Registry Services

Mailing Address:  
PO Box 9431 Stn Prov  
Govt  
Victoria BC V8W 9V3  
Location:  
2<sup>nd</sup> Floor – 940 Blanshard  
Street  
Victoria BC  
[www.fin.gov.bc.ca/registries](http://www.fin.gov.bc.ca/registries)

## AMALGAMATION APPLICATION

### FORM 13 – BC COMPANY Section 275 *Business Corporations Act*

Telephone: 250 356-8626

**DO NOT MAIL THIS FORM to the BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at [www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)**

***Freedom of Information and Protection of Privacy Act (FOIPPA)***

The personal information requested on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 250 356-1198, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

**A INITIAL INFORMATION** – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?

*(Check all applicable boxes.)*

- BC company  
 BC unlimited liability company

**B NAME OF COMPANY** – *Choose one of the following:*

- The name \_\_\_\_\_ is the name reserved for the amalgamated company. The name reservation number is: \_\_\_\_\_, OR
- The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number, OR
- The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.  
The name of the amalgamating company being adopted is:  
\_\_\_\_\_  
Gorilla Resources Corp.  
The incorporation number of that company is: \_\_\_\_\_  
BC0910571

*Please note: If you want the name of an amalgamating corporation that is foreign corporation, you must obtain a name approval before completing this amalgamation application.*

**C AMALGAMATION STATEMENT** – *Please indicate the statement applicable to this amalgamation.*

- With Court Approval:**  
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.  
**OR**
- Without Court Approval:**  
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.



**D AMALGAMATION EFFECTIVE DATE** – Choose **one** of the following:

The amalgamation is to take effect at the time that this application is filed with the registrar.

The amalgamation is to take effect at 12:01 a.m. Pacific Time on  being a date that is not more than ten days after the date of the filing of this application.

The amalgamation is to take effect at   a.m. or  p.m. Pacific Time on  being a date and time that is not more than ten days after the date of the filing of this application.

**E AMALGAMATING CORPORATIONS**

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. Orca Wind Power Corp.	BC0894456	
2. Gorilla Resources Corp.	BC0910571	
3.		
4.		
5.		

**F FORMALITIES TO AMALGAMATION**

If any amalgamating corporation is a foreign corporation, section 275(1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

**G CERTIFIED CORRECT** – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. ◆	8	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. ◆	8	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	8	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	8	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	8	

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**NOTICE OF ARTICLES**

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**A NAME OF COMPANY**

Set out the name of the company as set out in Item B of the Amalgamation Application.

Gorilla Resources Corp.

**B TRANSLATION OF COMPANY NAME**

Set out every translation of the company name that the company intends to use outside of Canada.

**C DIRECTOR NAME(S) AND ADDRESS(ES)**

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME
Sheldon	Donald	

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Suite 2001, 1050 Burrard Street, Vancouver	BC	Canada	V6Z 2S5

MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Suite 800, 1199 W. Hastings Street, Vancouver	BC	Canada	V6E 3T5

LAST NAME	FIRST NAME	MIDDLE NAME
Sheldon	Scott	

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Suite 2001, 1050 Burrard Street, Vancouver	BC	Canada	V6Z 2S5

MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Suite 2001, 1050 Burrard Street, Vancouver	BC	Canada	V6Z 2S5

LAST NAME	FIRST NAME	MIDDLE NAME
Reid	Edward	

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Suite 2001, 1050 Burrard Street, Vancouver	BC	Canada	V6Z 2S5

MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
1253 Keith Road, West Vancouver	BC	Canada	V7T 1N1

LAST NAME	FIRST NAME	MIDDLE NAME
Pillai	Ranjit	

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
Suite 2001, 1050 Burrard Street, Vancouver	BC	Canada	V6Z 2S5

MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
40 Valerie Crescent, Whitehorse	YT	Canada	Y1A 6V9

**D REGISTERED OFFICE ADDRESSES**

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE Suite 1820, 9255 West Georgia Street, Vancouver	PROVINCE BC	POSTAL CODE V6C 3L2
MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE Suite 1820, 9255 West Georgia Street, Vancouver	PROVINCE BC	POSTAL CODE V6C 3L2

**E RECORDS OFFICE ADDRESSES**

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE Suite 1820, 9255 West Georgia Street, Vancouver	PROVINCE BC	POSTAL CODE V6C 3L2
MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE Suite 1820, 9255 West Georgia Street, Vancouver	PROVINCE BC	POSTAL CODE V6C 3L2

**F AUTHORIZED SHARE STRUCTURE**

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✓)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✓)	WITH A PAR VALUE OF (\$)	Type of currency	YES (✓)	NO (✓)
Common	✓		✓				✓
Preferred	✓		✓				✓

## EXHIBIT “4”

### ORCA AND GORILLA MATERIAL CONTRACTS

#### OWP Wind Power Corp.

- Arrangement Agreement among Orca Power Corp., Castagra Products Corp., Orca Fire Safety Products Corp., Orca Wind Power Corp. and Orca Tidal Power Corp. dated November 15, 2011;
- Arrangement Agreement between Orca Wind Power Corp. and its wholly-owned subsidiary, NU2U Resources Corp. dated August 24, 2011; and
- Transfer Agency Agreement between Orca Wind Power Corp. and Computershare Investor Services Inc. dated August 4, 2011.

#### Gorilla Resources Corp.

- Executive Services Agreement between Gorilla Resources Corp. and Surgenia Productions Inc. dated August 1, 2011.
- Option Agreement among Roger Hulstein, Farrell Anderson and Gorilla Resources Corp. dated June 6, 2011.

## **EXHIBIT “5”**

### **WIND ASSETS TO BE TRANSFERRED PURSUANT TO OWP ARRANGEMENT**

Investment in Katabatic Power Corp. which includes convertible debentures (\$490,000), promissory notes (\$79,000), cash advances (\$94,000), receivables (\$110,869) and 9,652,337 common shares of Katabatic Power Corp., all of which have been written down to \$1 on OWP's financial statements and \$10,000 cash.