

# Certificat d'arrangement

Loi sur les sociétés par actions (RLRQ, chapitre S-31.1)

J'atteste que l'arrangement visé aux statuts d'arrangement ci-joints de la société par actions

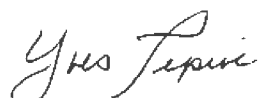
LES MÉTAUX CANADIENS INC.

et sa ou ses versions

CANADIAN METALS INC.

a effet à compter du 09 septembre 2021 à 20 h 00.

Déposé au registre le 9 septembre 2021 sous le  
numéro d'entreprise du Québec 1168474006.



Registraire des entreprises



## Statuts d'arrangement

Ce formulaire s'adresse à toute société par actions qui désire demander un certificat d'arrangement à la suite de l'approbation de l'arrangement par un tribunal. Afin de bien remplir le formulaire, veuillez consulter le *Guide concernant les statuts d'arrangement* (RE-518.G).

Loi sur les sociétés par actions (RLRQ, chapitre S-31.1)

### 1 Nom de la ou des sociétés requérantes

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés requérantes.

1.1	LES MÉTAUX CANADIENS INC.	Numéro d'entreprise du Québec (NEQ)
	CANADIAN METALS INC.	1, 1, 6, 8, 4, 7, 4, 0, 0, 6
1.2		Numéro d'entreprise du Québec (NEQ)
1.3		Numéro d'entreprise du Québec (NEQ)
1.4		Numéro d'entreprise du Québec (NEQ)

### 2 Nom de la ou des sociétés dont les statuts sont modifiés par l'arrangement, s'il y a lieu

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés dont les statuts sont modifiés par l'arrangement.

2.1	LES MÉTAUX CANADIENS INC.	Numéro d'entreprise du Québec (NEQ)
	CANADIAN METALS INC.	1, 1, 6, 8, 4, 7, 4, 0, 0, 6
2.2		Numéro d'entreprise du Québec (NEQ)
2.3		Numéro d'entreprise du Québec (NEQ)
2.4		Numéro d'entreprise du Québec (NEQ)

**3 Nom de la ou des sociétés issues de la ou des fusions mentionnées dans l'arrangement, s'il y a lieu**

Inscrivez le nom et, s'il y a lieu, le numéro d'entreprise du Québec (NEQ) de la ou des sociétés issues de la ou des fusions.

3.1	<input type="text"/>	<input type="text"/>
		Numéro d'entreprise du Québec (NEQ)
3.2	<input type="text"/>	<input type="text"/>
		Numéro d'entreprise du Québec (NEQ)
3.3	<input type="text"/>	<input type="text"/>
		Numéro d'entreprise du Québec (NEQ)
3.4	<input type="text"/>	<input type="text"/>
		Numéro d'entreprise du Québec (NEQ)

**4 Nom de la ou des sociétés dissoutes mentionnées dans l'arrangement, s'il y a lieu**

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de la ou des sociétés dissoutes.

4.1	<input type="text"/>	<input type="text"/>
		Numéro d'entreprise du Québec (NEQ)
4.2	<input type="text"/>	<input type="text"/>
		Numéro d'entreprise du Québec (NEQ)
4.3	<input type="text"/>	<input type="text"/>
		Numéro d'entreprise du Québec (NEQ)
4.4	<input type="text"/>	<input type="text"/>
		Numéro d'entreprise du Québec (NEQ)



## 5 Nom de toute autre société visée par l'arrangement, s'il y a lieu

Inscrivez le nom et le numéro d'entreprise du Québec (NEQ) de toute autre société visée par l'arrangement.

Nom

5.1 QNB METALS INC.

Numéro d'entreprise du Québec (NEQ)  
1, 1, 7, 5, 9, 1, 6, 7, 3, 4

Nom

5.2

Numéro d'entreprise du Québec (NEQ)

Nom

5.3

Numéro d'entreprise du Québec (NEQ)

Nom

5.4

Numéro d'entreprise du Québec (NEQ)

## 6 Modification relative au nom de la société visée par l'arrangement, s'il y a lieu

Inscrivez le nouveau nom de la société par actions.

\_\_\_\_\_

\_\_\_\_\_

Inscrivez la ou les versions du nouveau nom de la société dans une autre langue que le français, s'il y a lieu.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Si le nom de la société a fait l'objet de modification, veuillez remplir la déclaration relative au nom à la page 6.

Si le nom de la société a été modifié par une désignation numérique, veuillez cocher la case.

Désignation numérique pour tenir lieu de nom.



## 7 Objets sur lesquels porte l'arrangement approuvé par le tribunal

Cochez la ou les cases qui correspondent à l'arrangement.

- Les statuts de la ou des sociétés mentionnées à la partie 2 sont modifiés.  
(Décrivez la ou les modifications.)  
Voir le jugement et le plan d'arrangement.
- La ou les sociétés mentionnées à la partie 3 sont issues de la ou des fusions.  
Veuillez joindre une annexe en indiquant, pour chaque société, le nom et le numéro d'entreprise du Québec (NEQ) des sociétés fusionnées.
- La ou les sociétés mentionnées à la partie 4 ont été dissoutes et, s'il y a lieu, liquidées.
- Les activités de la ou des sociétés mentionnées à la partie 5 ont été fractionnées.
- Les biens de la ou des sociétés mentionnées à la partie 5 ont été aliénés.
- Les valeurs mobilières, les titres de participation ou les titres de créance de la ou des sociétés mentionnées à la partie 5 ont été échangés contre de l'argent, des valeurs mobilières, des titres de participation, des titres de créance ou d'autres biens de la société ou d'une autre personne morale.
- Les activités de la ou des sociétés mentionnées à la partie 5 ou des affaires internes ont été modifiées.
- Le droit des créanciers de la ou des sociétés mentionnées à la partie 5 ou d'un groupe de créanciers d'exiger qu'une obligation de la ou des sociétés soit exécutée entièrement, correctement et sans retard a été limité.
- Un actionnaire de la ou des sociétés mentionnées à la partie 5 a été expulsé.
- L'arrangement porte sur un autre objet que ceux mentionnés ci-dessus.  
Description de l'objet sur lequel porte l'arrangement :

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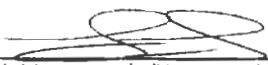
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**8 Date et heure à attribuer au certificat, s'il y a lieu**

<input checked="" type="checkbox"/> Date <input type="text" value="2"/> <input type="text" value="0"/> <input type="text" value="2"/> <input type="text" value="1"/> <input type="text" value="0"/> <input type="text" value="9"/> <input type="text" value="0"/> <input type="text" value="9"/> Heure <input type="text" value="0"/> <input type="text" value="8"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="checkbox"/> avant-midi <input checked="" type="checkbox"/> après-midi
<input type="checkbox"/> Il s'agit de la date et, s'il y a lieu, de l'heure fixées par le tribunal.

**9 Signature**

Signé à _____	en date du _____
Montreal Localité	2021-08-23 Date
Stephane Leblanc Nom de l'administrateur ou du dirigeant autorisé par le tribunal	 Signature de l'administrateur ou du dirigeant autorisé par le tribunal



CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
Commercial Division

File: No: 500-11-059962-213

Montreal, July 30, 2021

Present: The Honourable Gary D.D.  
Morrison, J.S.C.

**IN THE MATTER OF A PROPOSED  
ARRANGEMENT CONCERNING:**

**CANADIAN METALS INC. / LES MÉTAUX  
CANADIENS INC.**

Petitioner

and

**QNB METALS INC.**

and

**THE AUTORITÉ DES MARCHÉS  
FINANCIERS**

Impleaded Parties

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**FINAL ORDER<sup>1</sup>**

**GIVEN** the Petitioner's Motion for Interim and Final Order pursuant to the *Business Corporations Act* (Québec), R.S.Q., c. S-31.1 (the "**BCA**"), the exhibits, and the affidavit of Patsie Ducharme filed in support thereof (the "**Motion**");

**GIVEN** that this Court is satisfied that the Autorité des marchés financiers has been duly notified of the Motion;

**GIVEN** the representations of counsel for the Petitioner;

**GIVEN** the provisions of the *BCA*;

**GIVEN** the Order rendered by this Court on June 22, 2021 (the "**Interim Order**");


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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Information Circular to be dated June 22, 2021 and include as Exhibit R-2 of the Motion.

**GIVEN** that this Court is satisfied that the Arrangement conforms with the requirements of the *BCA*, has a valid business purpose, resolves in a fair and balanced way any objections of those whose legal rights are being arranged, and is fair and reasonable;

**FOR THESE REASONS, THE COURT:**

- [1] **GRANTS** the Final Order sought in the Motion;
- [2] **DECLARES** that service of the Motion has been made in accordance with the Interim Order, is valid and sufficient, and amounts to valid service of same;
- [3] **DECLARES** that the Arrangement has been duly adopted in accordance with the Interim Order;
- [4] **DECLARES** that the Arrangement conforms with the requirements of the *BCA*, has a valid business purpose, resolves in a fair and balanced way the objections of those whose legal rights are being arranged, and is fair and reasonable;
- [5] **DECLARES** that the Arrangement is hereby approved and ratified and **ORDERS** that the Arrangement, as it may be amended in accordance with the Interim Order, shall take effect in accordance with the terms of the Plan of Arrangement on the Effective Date, as defined therein;
- [6] **DECLARE** that the terms and conditions of the Arrangement are procedurally and substantively fair to the Petitioner Shareholders;
- [7] **DECLARE** that:  
  
"This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the *United States Securities Act* of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of QNB Metals Inc. pursuant to the Plan of Arrangement"
- [8] **ORDERS** provisional execution of this Final Order notwithstanding any appeal therefrom and without the necessity of furnishing any security;
- [9] **DECLARES** that this Court shall remain seized of this matter to resolve any difficulty which may arise in relation to, or in connection with the implementation of the Arrangement;
- [10] **THE WHOLE** without costs.

  
/ Gary D.D. Morrison, J.S.C.



CANADA

PROVINCE OF QUEBEC  
DISTRICT OF MONTRÉAL

SUPERIOR COURT  
Commercial Division

File: No: 500-11-059962-213

Montreal, June 22, 2021

Present: The Honourable Martin  
Castonguay, J.S.C.

**IN THE MATTER OF A PROPOSED  
ARRANGEMENT CONCERNING:**

**CANADIAN METALS INC. / LES MÉTAUX  
CANADIENS INC.**

Petitioner

and

**QNB METALS INC.**

and

**THE AUTORITÉ DES MARCHÉS  
FINANCIERS**

Impleaded Parties

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INTERIM ORDER<sup>1</sup>

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**GIVEN** the Petitioner's Motion for Interim and Final Order pursuant to the *Business Corporations Act* (Québec), R.S.Q., c. S-31.1 (the "**BCA**"), the exhibits, and the affidavit of Patsie Ducharme filed in support thereof (the "**Motion**");

**GIVEN** that this Court is satisfied that the Autorité des marchés financiers has been duly served with the Motion and has acknowledged receipt thereof;

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<sup>1</sup> All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Information Circular to be dated June 22, 2021 and include as Exhibit R-2 of the Motion (the "**Circular**").

**GIVEN** the provisions of the *BCA*;

**GIVEN** the representations of counsel for the Petitioner;

**GIVEN** that this Court is satisfied, at the present time, that the proposed transaction is an "arrangement" within the meaning of Section 415 of the *BCA*;

**GIVEN** that this Court is satisfied, at the present time, that it is impracticable or too onerous in the circumstances for the Petitioner to effect the arrangement proposed under any other provision of the *BCA*;

**GIVEN** that this Court is satisfied, at the present time, that the Petitioner is able to pay its liabilities as they become due and meets the requirements set out in Section 414 of the *BCA*;

**GIVEN** that this Court is satisfied, at the present time, that the arrangement is put forward in good faith and, in all likelihood, for a valid business purpose;

**FOR THESE REASONS, THE COURT:**

- [1] **GRANTS** the Interim Order sought in the Motion;
- [2] **DISPENSES** the Petitioner of the obligation, if any, to notify any person other than the Autorité des marchés financiers with respect to the Interim Order;
- [3] **ORDERS** that all holders of common shares of the Petitioner (respectively, the "**Petitioner Shares**" and the "**Petitioner Shareholders**") and Warrantholders be deemed parties, as Impleaded Parties, to the present proceedings and be bound by the terms of any Order rendered herein;

***The Meeting***

- [4] **ORDERS** that the Petitioner may convene, hold and conduct the Meeting on July 27, 2021, commencing at **11:00am** (Montréal time) by live audio webcast, at which time the Petitioner Shareholders will be asked, among other things, to consider and, if thought appropriate, to pass, with or without variation, the Arrangement Resolution substantially in the form set forth in Schedule C of the Circular to, among other things, authorize, approve and adopt the Arrangement, and to transact such other business as may properly come before the Meeting, the whole in accordance with the terms, restrictions and conditions of the articles and by-laws of the Petitioner, the *BCA*, and this Interim Order, provided that to the extent there is any inconsistency between this Interim Order and the terms, restrictions and conditions of the articles and by-laws of the Petitioner or the *BCA*, this Interim Order shall govern;
- [5] **ORDERS** that in respect of the vote on the Arrangement Resolution or any matter determined by the chair of the Meeting to be related to the Arrangement, each

registered holder of the Petitioner Shares shall be entitled to cast one vote in respect of each such the Petitioner Share held;

- [6] **ORDERS** that, on the basis that each registered holder of the Petitioner Shares be entitled to cast one vote in respect of each such the Petitioner Share for the purpose of the vote on the Arrangement Resolution, the quorum for the Meeting is fixed at one Shareholder present in person or by proxy holding, in aggregate, 5% of all the outstanding the Petitioner Shares;
- [7] **ORDERS** that the only persons entitled to attend, be heard or vote at the Meeting (as it may be adjourned or postponed) shall be the registered the Petitioner Shareholders at the close of business on the Record Date (June 22, 2021), their proxy holders, and the directors and advisors of the Petitioner, provided however that such other persons having the permission of the chair of the Meeting shall also be entitled to attend and be heard at the Meeting;
- [8] **ORDERS** that for the purpose of the vote on the Arrangement Resolution, or any other vote taken by ballot at the Meeting, any spoiled ballots, illegible ballots and defective ballots shall be deemed not to be votes cast by the Petitioner but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution;
- [9] **ORDERS** that the Petitioner, if it deems it advisable, be authorized to adjourn or postpone the Meeting on one or more occasions (whether or not a quorum is present), without the necessity of first convening the Meeting or first obtaining any vote of the Petitioner Shareholders respecting the adjournment or postponement; further **ORDERS** that notice of any such adjournment or postponement shall be given by press release, newspaper advertisement or by mail, as determined to be the most appropriate method of communication by the Petitioner; further **ORDERS** that any adjournment or postponement of the Meeting will not change the Record Date for the Petitioner Shareholders entitled to notice of, and to vote at, the Meeting and further **ORDERS** that any subsequent reconvening of the Meeting, all proxies will be voted in the same manner as the proxies would have been voted at the original convening of the Meeting, except for any proxies that have been effectively revoked or withdrawn prior to the subsequent reconvening of the Meeting;
- [10] **ORDERS** that the Petitioner may amend, modify and/or supplement the Plan of Arrangement at any time and from time to time, provided that any such amendment, modification and/or supplement is not adverse to the economic interest of any Shareholder and that:
- (a) any such amendment, modification and/or supplement made before or at the Meeting, shall be communicated in writing to the Petitioner Shareholders and to the Autorité des marchés financiers as soon as possible and in any event prior to or at the Meeting;

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(b) any such amendment, modification and/or supplement made after the Meeting and before the hearing of the Motion for the Final Order (as defined below) shall be approved by this Court and subject to such terms and conditions this Court may deem appropriate and required in the any such amendment, modification and/or supplement made after the Final Order hearing shall be approved by this Court and subject to such terms and conditions this Court may deem appropriate and required in the circumstances, unless it is non-material and concerns a matter which is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

[11] **ORDERS** that the Petitioner is authorized to use proxies at the Meeting; that the Petitioner is authorized, at its expense, to solicit proxies on behalf of its management, directly or through its officers, directors and employees, and through such agents or representatives as it may retain for that purpose, and by mail or such other forms of personal or electronic communication as it may determine; and that the Petitioner may waive, in its discretion, the time limits for the deposit of proxies by the Petitioner Shareholders if it considers it advisable to do so;

[12] **ORDERS** that, to be effective, the Arrangement Resolution, with or without variation, must be approved by the affirmative vote of not less than 66 2/3 at a minimum% of the total votes cast on the Arrangement Resolution by the Petitioner Shareholders present in person or by proxy at the Meeting and entitled to vote at the Meeting; and further **ORDERS** that such vote shall be sufficient to authorize and direct the Petitioner to do all such acts and things as may be necessary or desirable to give effect to the Arrangement and the Plan of Arrangement on a basis consistent with what has been disclosed to the Petitioner Shareholders in the Notice Materials (as this term is defined below);

#### ***The Notice Materials***

[13] **ORDERS** that the Petitioner shall give notice of the Meeting, and that service of the Motion for a Final Order shall be made by mailing or delivering, in the manner hereinafter described and to the persons hereinafter specified, a copy of this Interim Order, together with the following documents, with such non-material amendments thereto as the Petitioner may deem to be necessary or desirable, provided that such amendments are not inconsistent with the terms of this Interim Order (collectively, the "**Notice Materials**");

- (a) a letter to the Petitioner's Shareholders substantially in the same form as contained in Exhibit R-2;
- (b) the Notice of Meeting substantially in the same form as contained in Exhibit R-2;
- (c) the Circular substantially in the same form as contained in Exhibit R-2;

- (d) a Proxy substantially in the same form as contained in Exhibit R-3, which shall be finalized by inserting the relevant dates and other information;
- (e) a notice substantially in the form of the draft filed as Exhibit R-2 (Schedule "E" to the Circular) providing, among other things, the date, time and room where the Motion for a Final Order will be heard, and that a copy of the Motion shall be posted online in accordance with conclusion [15] below (the "**Notice of Presentation**");

**[14] ORDERS** that the Notice Materials shall be distributed:

- (a) to the registered the Petitioner Shareholders by mailing the same to such persons in accordance with the *BCA* and the Petitioner's by-laws at least twenty-one (21) days prior to the date of the Meeting;
- (b) to the non-registered the Petitioner Shareholders, in compliance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*;
- (c) to the Petitioner's directors and auditors, by delivering same at least twenty-one (21) days prior to the date of the Meeting in person or by recognized courier service; and
- (d) to the *Autorité des marchés financiers*, by delivering same at least twenty-one (21) days prior to the date of the Meeting in person or by recognized courier service;

**[15] ORDERS** that a copy of the Motion be posted on the Petitioner's public online SEDAR profile at the same time the Notice Materials are mailed (<https://www.sedar.com/DisplayProfile.do?lang=EN&issuerType=03&issuerNo=00034271>);

**[16] ORDERS** that the Record Date for the determination of the Petitioner Shareholders entitled to receive the Notice Materials and to attend and be heard at the Meeting and vote on the Arrangement Resolution shall be the close of business (Montréal time) on June 22, 2021;

**[17] ORDERS** that the Petitioner may make, in accordance with this Interim Order, such additions, amendments or revision to the Notice Materials as it determines to be appropriate (the "**Additional Materials**"), which shall be distributed to the persons entitled to receive the Notice Materials pursuant to this Interim Order by the method and in the time determined by the Petitioner to be most practicable in the circumstances;

**[18] DECLARES** that the mailing or delivery of the Notice Materials and any Additional Materials in accordance with this Interim Order as set out above constitutes good and sufficient notice of the Meeting upon all persons, and that no other form of service of the Notice Materials and any Additional Materials or any portion thereof,

or of the Motion need be made, or notice given or other material served in respect of the Meeting to any persons;

- [19] **ORDERS** that the Notice Materials and any Additional Materials shall be deemed, for the purposes of the present proceedings, to have been received and served upon:
- (a) in the case of distribution by mail, three (3) business days after delivery thereof to the post office;
  - (b) in the case of delivery in person or by courier, upon receipt thereof at the intended recipient's address; and
  - (c) in the case of delivery by facsimile transmission or by e-mail, on the day of transmission;
- [20] **DECLARES** that the accidental failure or omission to give notice of the Meeting to, or the non-receipt of such notice by, one or more of the persons specified in the Interim Order shall not invalidate any resolution passed at the Meeting or the proceedings herein, and shall not constitute a breach of the Interim Order or defect in the calling of the Meeting, provided that if any such failure or omission is brought to the attention of the Petitioner, it shall use reasonable efforts to rectify such failure or omission by the method and in the time it determines to be most reasonably practicable in the circumstances;

#### ***The Final Order Hearing***

- [21] **ORDERS** that subject to the approval by the Petitioner Shareholders of the Arrangement Resolution in the manner set forth in this Interim Order, the Petitioner may apply for this Court to sanction the Arrangement by way of a final judgment (the "**Motion for a Final Order**");
- [22] **ORDERS** that the Motion for a Final Order be presented virtually on **July 30, 2021** before the Superior Court of Québec, sitting in the Commercial Division in and for the district of Montréal at the Montréal Courthouse, located at 1 Notre-Dame Street East in Montréal, Québec, Room **16.04** at **9h00** or so soon thereafter as counsel may be heard, or at any other date this Court may see fit;
- [23] **ORDERS** that the mailing or delivery of the Notice Materials constitutes good and sufficient service of the Motion and good and sufficient notice of presentation of the Motion for a Final Order to all persons, whether those persons reside within Québec or in another jurisdiction;
- [24] **ORDERS** that the only persons entitled to appear and be heard at the hearing of the Motion for a Final Order shall be the Petitioner and any person that:
- (a) files an appearance with this Court's registry and serve same on the Petitioner's counsel, c/o McMillan LLP, 1000 Sherbrooke West, Suite 2700,

Montreal, Quebec, H3A 3G4, Attention: Maxime Lemieux, email: [maxime.lemieux@mcmillan.ca](mailto:maxime.lemieux@mcmillan.ca), Fax number 514 987-1213, no later than 4:30 p.m. on July 27, 2021; and

- (b) if such appearance is with a view to contesting the Motion for a Final Order, serves on the Petitioner's counsel (at the above address, email and facsimile number), no later than 4:30 p.m. on July 27, 2021, a written contestation supported as to the facts alleged by affidavit(s), and exhibit(s), if any;

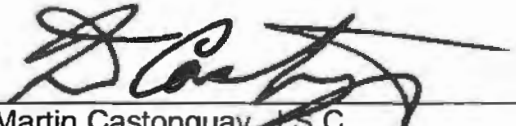
[25] **ALLOWS** the Petitioner to file any further evidence it deems appropriate, by way of supplementary affidavits or otherwise, in connection with the Motion for a Final Order;

***Miscellaneous***

[26] **DECLARE** that the Petitioner shall be entitled to seek leave to vary this Interim Order upon such terms and such notice as this Court deems just;

[27] **ORDERS** provisional execution of this Interim Order notwithstanding any appeal therefrom and without the necessity of furnishing any security;

[28] **THE WHOLE** without costs.

  
\_\_\_\_\_  
Martin Castonguay, J.S.C.

## **Plan of Arrangement**

TO THE ARRANGEMENT AGREEMENT DATED AS OF  
JUNE 17, 2021 BETWEEN CANADIAN METALS INC. AND  
QNB METALS INC.

PLAN OF ARRANGEMENT UNDER  
SECTION 414 OF *THE BUSINESS CORPORATIONS ACT* (QUÉBEC)

### **ARTICLE 1 INTERPRETATION**

#### 1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the respective meanings set forth below:

**“Arrangement Agreement”** means the arrangement agreement dated June 17, 2021 between CME and Spinco, to which this Plan of Arrangement is attached as Exhibit A, as they may be supplemented or amended from time to time;

**“Arrangement Resolution”** means the special resolution of CME Shareholders authorizing and approving the Plan of Arrangement;

**“Asset Purchase Agreement”** means the agreement to be entered into between CME and Spinco pursuant to which Spinco acquires the Spinout Assets and assumes the Spinout Liabilities;

**“Business Corporations Act”** means the *Business Corporations Act* (Québec), as amended;

**“Business Day”** means a day which is not a Saturday, Sunday or a day when commercial banks are not open for business in Montréal, Québec;

**“Closing”** has the meaning given in Section 6.2 of the Arrangement Agreement;

**“CME”** means Canadian Metals Inc., a company incorporated under the laws of the Province of Québec;

**“CME Common Share”** means a common share without par value in the authorized share structure of CME outstanding immediately prior to the Effective Time;

**“CME Class A Common Share”** has the meaning set out in subsection 2.2(b);

**“CME New Shares”** has the meaning set out in subsection 2.2(b);

**“CME Replacement Warrant”** means a warrant to acquire a CME New Share granted by CME to a CME Warrantholder in accordance with subsection 2.2(c), with the exercise price of each such CME Replacement Warrant determined in accordance with this Plan of Arrangement, subject to such reasonable adjustment as may be necessary in the circumstances and are approved by the board of directors of CME;



“**CME Shareholder**” means a holder of CME Common Shares, CME Class A Common Shares or CME New Shares, as the context requires;

“**CME Warrant**” means a common share purchase warrant of CME outstanding and unexercised immediately prior to the Effective Time;

“**CME Warrantholder**” means a holder of CME Warrants;

“**Court**” means the Québec Superior Court;

“**CSE**” means the Canadian Securities Exchange;

“**Effective Date**” means the date on which the last of all necessary documents to effect the Plan of Arrangement have been filed with the Registrar;

“**Effective Time**” means 12:01 a.m. (local Montréal time) on the Effective Date;

“**Exercise Price Proportion**” means the fraction A/B, where:

- A is the fair market value of a Spinco Share immediately prior to the Effective Time; and
- B is the fair market value of a CME New Share immediately prior to the Effective Time;

“**Final Order**” means the final order of the Court pursuant to section 417 of the Business Corporations Act approving the Plan of Arrangement, as such order may be amended by the Court (with the consent of the Parties, acting reasonably) at any time prior to the Effective Date, or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (with the consent of the Parties, acting reasonably) on appeal, which order shall include a statement to the following effect: “This Order will serve as a basis of a claim to an exemption, pursuant to section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of QNB Metals Inc. pursuant to the Plan of Arrangement”;

“**Governmental Entity**” means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or entity, domestic or foreign; (b) any subdivision, agent, commission, board or authority of any of the foregoing; or (c) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

“**Information Circular**” means the information circular to be sent to CME Shareholders in connection with the Meeting, including any other documents incorporated by reference therein;

“**ITA**” means the *Income Tax Act* (Canada) and the regulations made thereunder, as amended from time to time;

**“Interim Order”** means the order made after application to the Court, and being informed of the intention to rely upon the Section 3(a)(10) Exemption from registration under the U.S. Securities Act in connection with the issuance of the Spinco Shares to CME Shareholders in the United States, pursuant to section 414 of the Business Corporations Act, providing for, among other things, the calling and holding of the Meeting, as such order may be amended, supplemented or varied by the Court (with the consent of the Parties, acting reasonably);

**“Law”** or **“Laws”** means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity or self-regulatory authority (including the CSE), and the term “applicable” with respect to such Laws and in a context that refers to one or more Parties, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or Parties or its or their business, undertaking, property or securities;

**“Meeting”** means the special meeting of CME Shareholders to be held at 11:00 a.m. (Eastern time) on July 27, 2021 and any adjournment or postponement thereof;

**“Parties”** means CME and Spinco;

**“Person”** means any individual, corporation, firm, partnership (including, without limitation, a limited partnership), sole proprietorship, syndicate, joint venture, trustee, trust, any unincorporated organization or association, any government or instrumentality thereof and any tribunal;

**“Plan of Arrangement”** means, and similar expressions mean, this plan of arrangement, including the appendices hereto, and any amendments, variations or supplements hereto made in accordance with the terms hereof, the Arrangement Agreement or made at the direction of the Court in the Final Order;

**“Section 3(a)(10) Exemption”** means the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof;

**“Spinco”** means QNB Metals Inc., formerly Contact Vet Inc., a company incorporated under the laws of the Canada;

**“Spinco Replacement Warrants”** means a warrant to acquire a Spinco Share granted by Spinco to a CME Warrantholder in accordance with Subsection 2.2(c), with the exercise price of each such Spinco Replacement Warrant determined in accordance with this Plan of Arrangement, subject to such reasonable adjustment as may be necessary in the circumstances and are approved by the board of directors of Spinco;

**“Spinco Shareholder”** means a holder of Spinco Shares;

**“Spinco Shares”** means Class A common shares without par value of Spinco;

**“Spinout Assets”** means all direct and indirect right, title and interest of CME in and to the La Chesnaye Lake mineral exploration project, and all business, corporate, legal and accounting

books, records and documents used in the conduct of the foregoing properties and related undertakings;

**“Spinout Liabilities”** means:

- (a) all liabilities or obligations (contingent or otherwise) (other than any liability or obligation for Taxes) in respect (but only in respect) of the Spinout Assets (including the operations or activities in connection therewith);
- (b) all liabilities or obligations for Taxes payable to any Governmental Entity arising from, or in connection with the Spinout Assets; and
- (c) all liabilities or obligations for Taxes payable but not yet paid or reflected in the contingencies or commitments in the Annual Financial Statements of CME to any Governmental Entity and imposed on, or is in respect of, the Spinout Assets and/or any liabilities or obligations referred to in this definition net of all applicable credits, deductions, and other amounts available (including any loss carryforwards) with respect to the Spinout Assets;

**“Taxes”** means any taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, GST/HST, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada Pension Plan premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;

**“Transfer Agent”** means Computershare Investor Services;

**“U.S. Securities Act”** means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated from time to time thereunder; and

**“Warrant Exchange”** has the meaning ascribed to that term in Subsection 2.2(c).

## 1.2 Headings and References

The division of this Plan of Arrangement into Articles and sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specified, references to sections are to sections of this Plan of Arrangement.

## 1.3 Number, etc.

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders; and words importing persons shall include firms and corporations and vice versa.

#### 1.4 Date of Any Action

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

#### 1.5 Meaning

Words and phrases not otherwise defined herein and defined in the Business Corporations Act will have the same meaning herein as in the Business Corporations Act, unless the context otherwise requires.

## **ARTICLE 2 THE ARRANGEMENT**

#### 2.1 Effectiveness

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms part of the Arrangement Agreement.

#### 2.2 The Arrangement

At the Effective Time, the events and transactions set out in subsections (a) to (d), inclusive, will occur and be deemed to occur, unless otherwise provided, in the order set out below, without any further act or formality, and with each event or transaction occurring and being deemed to occur immediately after the occurrence of the immediately preceding event or transaction:

- (a) pursuant to the Asset Purchase Agreement, CME will transfer all of the Spinout Assets and Spinout Liabilities to Spinco in consideration for the issuance of 4,300,000 fully-paid and non-assessable Spinco Shares to CME;
- (b) CME shall undertake a reorganization of capital within the meaning of Section 86 of the ITA as follows, with the following steps occurring in the following order:
  - (i) CME's authorized share capital and its Articles will be altered by:
    - A. renaming and redesignating all of the issued and unissued CME Common Shares as CME Class A Common Shares;
    - B. providing that the rights, privileges, restrictions and conditions attached to the CME Class A Common Shares are as follows:
      - (1) to two votes at all meetings of shareholders of CME except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to one vote for each common share held;

- (2) to receive, subject to the rights of the holders of another class of shares, any dividend declared by CME; and
  - (3) to receive, pari passu with the CME New Shares (as defined below), and subject to the rights of the holders of another class of shares, the remaining property of CME on the liquidation, dissolution or winding up of CME, whether voluntary or involuntary;
- C. creating a new class consisting of an unlimited number of common shares without par value (the “**CME New Shares**”);
- D. providing that the rights, privileges, restrictions and conditions attached to the CME New Shares are as follows:
  - (1) to vote at all meetings of shareholders of CME except meetings at which only holders of a specified class of shares are entitled to vote and shall be entitled to one vote for each common share held;
  - (2) to receive, subject to the rights of the holders of another class of shares, any dividend declared by CME; and
  - (3) to receive, pari passu with the CME Class A Common Shares, and subject to the rights of the holders of another class of shares, the remaining property of CME on the liquidation, dissolution or winding up of CME, whether voluntary or involuntary;
- (ii) each CME Shareholder will exchange each CME Class A Common Share held at the Effective Time for (A) one CME New Share, and (B) a number of Spinco Shares equal to 4,300,000 divided by the total number of CME Common Shares issued and outstanding immediately prior to the Effective Time, and such CME Shareholders shall cease to be the holders of the CME Class A Common Shares so exchanged;
- (iii) the authorized share capital of CME will be amended to delete the CME Class A Common Shares, none of which will be issued and outstanding, and to delete the rights, privileges, restrictions and conditions attached to the CME Class A Common Shares; and
- (iv) the aggregate amount added to the stated capital of the CME New Shares issued pursuant to Section 2.2(b)(ii) above shall be equal to the amount if any, by which (A) the aggregate paid-up capital (as that term is defined for the purposes of the ITA) of the CME Class A Common Shares immediately prior to the Effective Time, exceeds (B) the fair market value of the Spinco Shares distributed to the CME Shareholders.

No fractional shares will be issued and CME Shareholders will not receive any compensation in lieu thereof. The name of each CME Shareholder who is so deemed to exchange his, her or its CME Class A Common Shares, shall be removed from the securities register of CME Class A Common Shares with respect to the CME Class A Common Shares so exchanged and shall be added to the securities registers of CME New Shares and Spinco Shares as the holder of the number of CME New Shares and Spinco Shares deemed to have been received on the exchange;

- (c) each CME Warrantholder will be deemed to dispose of the Exercise Price Proportion of the exercise price of such holder's CME Warrants to Spinco and the remaining portion to CME, and as sole consideration therefor: (i) Spinco will notionally grant Spinco Replacement Warrants to the CME Warrantholder; and (ii) CME will notionally grant CME Replacement Warrants to the holder (collectively, the "Warrant Exchange"), such that, for each CME Common Share that the CME Warrantholder would have been entitled to acquire pursuant to a CME Warrant (and the terms of the CME Warrant certificate), the CME Warrantholder will instead be entitled to acquire: (i) one CME New Share; and (ii) the number of Spinco Shares equal to 4,300,000 divided by the total number of CME Common Shares issued and outstanding immediately prior to the Effective Time . For greater certainty, a CME Warrantholder will receive no consideration for the notional exchange of such CME Warrants for CME Replacement Warrants and Spinco Replacement Warrants. The original exercise price of a holder's CME Warrants will be allocated to the CME Replacement Warrants and the Spinco Replacement Warrants notionally acquired by the holder pursuant to the Warrant Exchange such that an amount equal to the Exercise Price Proportion of such upon exercise of the CME Warrant, the original exercise price (rounded up to the nearest whole cent) will be payable by the holder to Spinco and an amount equal to the remainder of such original exercise price (rounded up to the nearest whole cent) will be payable by the holder to CME under; and
- (d) CME will surrender to Spinco for cancellation, the 100 Spinco Shares held by CME,

the exchanges, cancellations and steps provided for in this Section 2.2 shall be deemed to occur on the Effective Date, notwithstanding that certain of the procedures related thereto are not completed until after the Effective Time.

### 2.3 Deemed Fully Paid and Non-Assessable Shares

All CME New Shares and Spinco Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes.

### 2.4 Arrangement Effectiveness

The Arrangement shall become final and conclusively binding on the CME Shareholders, CME Warrantholders and the Spinco Shareholders and each of CME and Spinco on the Effective Date.

### 2.5 Supplementary Actions

Notwithstanding that the transactions and events set out in Section 2.3 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of CME and Spinco shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Section 2.3, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from share registers.

## 2.6 Withholding Rights

CME shall be entitled to deduct or withhold from the consideration or other amount payable to any CME Shareholder and from all dividends, other distributions or other amounts otherwise payable to any CME Shareholder under the Arrangement such Taxes or other amounts as CME is required, entitled or permitted to deduct and withhold with respect to such payment under the ITA, the United States Internal Revenue Code of 1986, or any other provisions of any applicable Laws. For greater certainty, to the extent that the exchange in subsection 2.2(b)(ii) hereof gives rise to a deemed dividend under the ITA, CME shall be entitled to retain and sell that number of Spinco Shares as required to satisfy any withholding requirement under the ITA or any other applicable Laws. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Plan of Arrangement as having been paid to the CME Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority and for greater certainty the number of Spinco Shares retained and sold by CME, if any, shall be deemed to have been issued to the applicable CME Shareholders.

## 2.7 U.S. Securities Law Exemption

Notwithstanding any provision herein to the contrary, the Parties agree that the Plan of Arrangement will be carried out with the intention that all Spinco Shares issued on completion of the Plan of Arrangement to the CME Shareholders in the United States will be issued by Spinco in reliance on the Section 3(a)(10) Exemption from the registration requirements of the U.S. Securities Act.

### **ARTICLE 3 REPURCHASE RIGHTS**

#### 3.1 No Repurchase Rights

Shareholders will not be entitled to exercise a repurchase right under the Plan of Arrangement and accordingly, the repurchase rights contemplated and set out in the Business Corporations Act do not apply to the Arrangement..

### **ARTICLE 4 DELIVERY OF SECURITIES**

#### 4.1 Right to Receive Spinco Shares

As soon as practicable following the Effective Date, CME and Spinco will cause to be delivered to the Transfer Agent, to be delivered to CME Shareholders as of the Effective Date in accordance with the terms hereof, share certificates representing the aggregate Spinco Shares to which such CME Shareholders are entitled following the Arrangement.

## **ARTICLE 5 AMENDMENTS**

### **5.1 Amendments**

- (a) The Arrangement Agreement and the Plan of Arrangement may be amended at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time; provided that any such amendment (i) is in writing and is agreed to in writing by the Parties; (ii) if required, is filed with the Court; and (iii) if made following the Meeting, is approved by the Court and, if and as required by the Court, is communicated to CME Shareholders and/or consented to by CME Shareholders.
- (b) Any such amendment may, subject to the Interim Order and the Final Order and applicable Law, without limitation:
  - (i) change the time for performance of any of the obligations or acts of the Parties;
  - (ii) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant to the Arrangement Agreement;
  - (iii) waive compliance with or modify any of the covenants contained in the Arrangement Agreement or waive or modify performance of any of the obligations of the Parties; and/or
  - (iv) waive compliance with or modify any mutual conditions precedent contained in the Arrangement Agreement.
- (c) Any amendment made before the Meeting in accordance with this Section 5.1 may be made with or without any other prior notice or communication and, if accepted by the persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Agreement and the Plan of Arrangement for all purposes.

### **5.2 Further Assurances.**

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur at the time and in the manner set out in this Plan of Arrangement without any further act or formality, CME and Spinco shall make, do and execute, or cause to be made, done or executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order to further document or evidence any of the transactions or events set out herein. CME, in its sole discretion, reserves the right to amend,



modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is filed with the Court and, if made following the Meeting, approved by the Court.