

## ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of the 23<sup>rd</sup> day of October, 2013.

### AMONG:

**WEB WATCHER SYSTEMS LTD.**, a corporation incorporated under the laws of the Province of British Columbia (“**Web Watcher**”)

- and -

**Organach Beverage Acquisition Co.**, a corporation incorporated under the laws of the Province of British Columbia (“**OBAC**”)

- and -

**Froachan Farm Acquisition Co.**, a corporation incorporated under the laws of the Province of British Columbia (“**FFAC**”)

- and -

**Cuprum Coating Acquisition Co.**, a corporation incorporated under the laws of the Province of British Columbia (“**CCAC**”)

- and -

**Azzardo Game Acquisition Co.**, a corporation incorporated under the laws of the Province of British Columbia (“**AGAC**”)

- and -

**Mianach Resource Acquisition Co.**, a corporation incorporated under the laws of the Province of British Columbia (“**MRAC**”)

- and -

**Proelium MMA Acquisition Co.**, a corporation incorporated under the laws of the Province of British Columbia (“**PMAC**”)

(collectively, “the Parties”)

**WHEREAS** Web Watcher has entered into letters of intent with Lucky Gaming Ltd., Zero Combustion Inc., Valley Blue Farms Ltd., Newlox Gold Ventures Corp., WULU Beverage Co., and MMA Productions Ltd., and wishes to carry out the proposed transactions therein while concurrently retaining its interest in its online monitoring and surveillance business;

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

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

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

## ARTICLE 1 INTERPRETATION

### 1.1 Definitions

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

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

- (m) **“Business Day”** means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia are not generally open for business;
- (n) **“CCAC”** means Cuprum Coating Acquisition Co., a private company incorporated under the BCBCA;
- (o) **“CCAC Option Plan Resolution”** means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the CCAC Option Plan, the full text of which is set out in Schedule “D” to this Arrangement Agreement;
- (p) **“CCAC Shareholder”** means a holder of CCAC Shares;
- (q) **“CCAC Shares”** means the common shares without par value in the authorized share structure of CCAC, as constituted on the date of this Agreement;
- (r) **“CNSX”** means the Canadian National Stock Exchange;
- (s) **“Computershare”** means Computershare Trust Company of Canada;
- (t) **“Court”** means the Supreme Court of British Columbia;
- (u) **“Dissenting Shareholder”** means a Web Watcher Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its Web Watcher Shares in accordance with the Interim Order and the Plan of Arrangement;
- (v) **“Dissenting Shares”** means the Web Watcher Shares in respect of which Dissenting Shareholders have exercised a right of dissent;
- (w) **“Effective Date”** means the date the Arrangement becomes effective under the BCBCA;
- (x) **“Exchange Factor”** means the number arrived at by dividing 14,403,698 by the number of issued Web Watcher Shares as of the close of business on the Share Distribution Record Date;
- (y) **“FFAC”** means Froachan Farm Acquisition Co., a private company incorporated under the BCBCA;
- (z) **“FFAC Option Plan Resolution”** means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the FFAC Option Plan, the full text of which is set out in Schedule “E” to this Arrangement Agreement;
- (aa) **“FFAC Shareholder”** means a holder of FFAC Shares;
- (bb) **“FFAC Shares”** means the common shares without par value in the authorized share structure of FFAC, as constituted on the date of this Agreement;
- (cc) **“Final Order”** means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (dd) **“IFRS”** means International Financial Reporting Standards;
- (ee) **“Information Circular”** means the management proxy circular of Web Watcher to be sent by Web Watcher to the Web Watcher Shareholders in connection with the Web Watcher Meeting;
- (ff) **“Interim Order”** means an interim order of the Court concerning the Arrangement in respect of Web Watcher, containing declarations and directions with respect to the

Arrangement and the holding of the Web Watcher Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

- (gg) “MRAC” means Mianach Resource Acquisition Co., a private company incorporated under the BCBCA;
- (hh) “MRAC Option Plan Resolution” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the MRAC Option Plan, the full text of which is set out in Schedule “F” to this Arrangement Agreement;
- (ii) “MRAC Shareholder” means a holder of MRAC Shares;
- (jj) “MRAC Shares” means the common shares without par value in the authorized share structure of MRAC, as constituted on the date of this Agreement;
- (kk) “New Shares” means the new class of common shares without par value which Web Watcher will create pursuant to §3.1 of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Web Watcher Shares;
- (ll) “OBAC” means Organach Beverage Acquisition Co., a private company incorporated under the BCBCA;
- (mm) “OBAC Option Plan Resolution” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the OBAC Option Plan, the full text of which is set out in Schedule “G” to this Arrangement Agreement;
- (nn) “OBAC Shareholder” means a holder of OBAC Shares;
- (oo) “OBAC Shares” means the common shares without par value in the authorized share structure of OBAC, as constituted on the date of this Agreement;
- (pp) “Notice of Meeting” means the notice of special meeting of the Web Watcher Shareholders in respect of the Web Watcher Meeting;
- (qq) “Parties” means Web Watcher and the Web Watcher Subsidiaries; and “Party” means any one of them;
- (rr) “Person” means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (ss) “Plan of Arrangement” means the plan of arrangement substantially in the form set out in Schedule “A” to this Agreement, as amended or supplemented from time to time in accordance with Article 6 thereof and Article 7 hereof;
- (tt) “PMAC” means Proelium MMA Acquisition Co., a private company incorporated under the BCBCA;
- (uu) “PMAC Option Plan Resolution” means an ordinary resolution to be considered by the Web Watcher Shareholders to approve the PMAC Option Plan, the full text of which is set out in Schedule “H” to this Arrangement Agreement;
- (vv) “PMAC Shareholder” means a holder of PMAC Shares;
- (ww) “PMAC Shares” means the common shares without par value in the authorized share structure of PMAC, as constituted on the date of this Agreement;

- (xx) “**Registrar**” means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (yy) “**Registered Shareholder**” means a registered holder of Web Watcher Shares as recorded in the shareholder register of Web Watcher maintained by Computershare;
- (zz) “**Share Distribution Record Date**” means the close of business on the day which is four Business Days after the date of the Web Watcher Meeting or such other date as agreed to by Web Watcher, OBAC, FFAC, CCAC, AGAC, MRAC, and PMAC, which date establishes the Web Watcher Shareholders who will be entitled to receive OBAC Shares, FFAC Shares, CCAC Shares, AGAC Shares, MRAC Shares, and PMAC Shares pursuant to this Plan of Arrangement;
- (aaa) “**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, all as amended from time to time;
- (bbb) “**Web Watcher Class A Shares**” means the renamed and re-designated Web Watcher Shares as described in §3.1 of the Plan of Arrangement;
- (ccc) “**Web Watcher Class A Preferred Shares**” means the Class “A” preferred shares without par value which Web Watcher will create and issue pursuant to §3.1 of the Plan of Arrangement;
- (ddd) “**Web Watcher Meeting**” means the special meeting of the Web Watcher Shareholders to be held on December 19, 2013, and any adjournment(s) or postponement(s) thereof;
- (eee) “**Web Watcher Options**” means the outstanding stock options, whether or not vested, to acquire Web Watcher Shares;
- (fff) “**Web Watcher Shares**” means the common shares without par value in the authorized share capital of Web Watcher, as constituted on the date of this Agreement;
- (ggg) “**Web Watcher Shareholders**” means the holders from time to time of Web Watcher Shares;
- (hhh) “**Web Watcher Share Commitments**” means an obligation of Web Watcher to issue New Shares and to deliver OBAC Shares, FFAC Shares, CCAC Shares, AGAC Shares, MRAC Shares, and PMAC Shares to the holders of Web Watcher Options and Web Watcher Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;
- (iii) “**Web Watcher Subsidiaries**” means OBAC, FFAC, CCAC, AGAC, MRAC, and PMAC;
- (jjj) “**Web Watcher Warrants**” means the common share purchase warrants of Web Watcher outstanding on the Effective Date.

## 1.2 Interpretation Not Affected by Headings, etc.

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

## 1.3 Number, etc.

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

#### **1.4 Date for Any Action**

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

#### **1.5 Entire Agreement**

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

#### **1.6 Currency**

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

#### **1.7 Accounting Matters**

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

#### **1.8 References to Legislation**

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

#### **1.9 Enforceability**

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

#### **1.10 Schedules**

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

- A – Plan of Arrangement
- B – Assets
- C – AGAC Option Plan Resolution
- D – CCAC Option Plan Resolution

E – FFAC Option Plan Resolution  
F – MRAC Option Plan Resolution  
G – OBAC Option Plan Resolution  
H – PMAC Option Plan Resolution

## ARTICLE 2 THE ARRANGEMENT

### 2.1 Plan of Arrangement

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

### 2.2 Interim Order

The Interim Order shall provide that:

#### Web Watcher

- (a) the securities of Web Watcher for which holders shall be entitled to vote on the Arrangement Resolution shall be the Web Watcher Shares;
- (b) the Web Watcher Shareholders shall be entitled to vote on the Arrangement Resolution, with each Web Watcher Shareholder being entitled to one vote for each Web Watcher Share held by such holder;
- (c) the requisite majority for the approval of the Arrangement Resolution shall be:
  - (i) two-thirds of the votes cast by the Web Watcher Shareholders present in person or by proxy at the Web Watcher Meeting; and
  - (ii) and a majority of the votes cast by the Web Watcher Shareholders, after excluding the votes cast by those persons whose votes must be excluded pursuant to Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*.

### 2.3 Information Circular and Meetings

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

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

#### **2.4 Effective Date**

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

### **ARTICLE 3 COVENANTS**

#### **3.1 Covenants Regarding the Arrangement**

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

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

#### **3.2 Covenants Regarding Execution of Documents**

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

#### **3.3 Giving Effect to the Arrangement**

The Arrangement shall be effected in the following manner:

- (a) The Parties shall proceed forthwith to apply for the Interim Order providing for, among other things, the calling and holding of the Web Watcher Meeting for the purpose of, among other things, considering and, if deemed advisable, approving and adopting the Arrangement;



- (b) The AGAC Shareholder(s), the CCAC Shareholder(s), the FFAC Shareholder(s), the MRAC Shareholder(s), the OBAC Shareholder(s), and the PMAC Shareholder(s) shall approve the Arrangement by a consent resolution;
- (c) Upon obtaining the Interim Order, Web Watcher shall call the Web Watcher Meeting and mail the Information Circular and related Notice of Meeting and form of Proxy to the Web Watcher Shareholders;
- (d) If the Web Watcher Shareholders approve the Arrangement as set out in §3.3 hereof, Web Watcher shall thereafter (subject to the exercise of any discretionary authority granted to Web Watcher's directors by the Web Watcher Shareholders) take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order; and
- (e) Upon receipt of the Final Order, Web Watcher shall, subject to compliance with any of the other conditions provided for in Article 3.3 hereof and to the rights of termination contained in Article 7 hereof, file the material described in §5.1 with the Registrar in accordance with the terms of the Plan of Arrangement.

#### 3.4 Web Watcher Stock Options and Warrants

The Web Watcher Subsidiaries covenant and agree to issue, upon the exercise after the Effective Date of any Web Watcher Share Commitments, to the holder of the Web Watcher Share Commitments, that number of AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares that is equal to the number of New Shares acquired upon the exercise of the Web Watcher Share Commitments multiplied by the Exchange Factor, and Web Watcher covenants and agrees to act as agent for the Web Watcher Subsidiaries to collect and pay to the Web Watcher Subsidiaries, a portion of the proceeds received for each Web Watcher Share Commitment so exercised, with the balance of the exercise price to be retained by Web Watcher as determined in accordance with the following formula:

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

Where:

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

Fractions of AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares resulting from such calculation shall be cancelled as provided for in the Plan of Arrangement.

**ARTICLE 4**  
**REPRESENTATIONS AND WARRANTIES**

**4.1 Representations and Warranties**

Each of the Parties hereby represents and warrants to the other that.

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

**ARTICLE 5**  
**CONDITIONS PRECEDENT**

**5.1 Mutual Conditions Precedent**

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

- (a) the Interim Order shall have been granted in form and substance satisfactory to Web Watcher and each of the Web Watcher Subsidiaries, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to Web Watcher and each of the Web Watcher Subsidiaries, acting reasonably, on appeal or otherwise;
- (b) the Arrangement Resolution shall have been passed by the Web Watcher Shareholders at the Web Watcher Meeting in accordance with the Arrangement Provisions, the constituting documents of Web Watcher, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the AGAC Shareholder(s), the CCAC Shareholder(s), the FFAC Shareholder(s), the MRAC Shareholder(s), the OBAC Shareholder(s), and the PMAC Shareholder(s) to the extent required by, and in accordance with, the Arrangement Provisions and the constituting documents of each of the Web Watcher Subsidiaries.

- (d) the Final Order shall have been granted in form and substance satisfactory to Web Watcher and the Web Watcher Subsidiaries, acting reasonably;
- (e) the CNSX shall have conditionally approved the Arrangement, including the listing of the New Shares, subject to compliance with the requirements of the CNSX;
- (f) the Articles of Arrangement to be filed with the Registrar in accordance with the Arrangement shall be in form and substance satisfactory to Web Watcher and each of the Web Watcher Subsidiaries, acting reasonably;
- (g) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to Web Watcher and each of the Web Watcher Subsidiaries;
- (h) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
- (i) this Agreement shall not have been terminated under Article 7.

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

## **5.2 Closing**

Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at the offices of Web Watcher, located at 2000-1500 West Hastings Street, Vancouver, British Columbia, V6Z 2Z6, at 10:00 a.m. (Vancouver time) on such date as they may mutually agree (the "Closing Date"), and each of them shall deliver to the other of them:

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

## **5.3 Merger of Conditions**

The conditions set out in §5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

## **5.4 Merger of Representations and Warranties**

The representations and warranties in §4.1 shall be conclusively deemed to be correct as of the Effective Date and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

**ARTICLE 6  
AMENDMENT**

**6.1 Amendment**

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

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

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

**ARTICLE 7  
TERMINATION**

**7.1 Termination**

Subject to §7.2, this Agreement may at any time before or after the holding of the Web Watcher Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the board of directors of Web Watcher without further action on the part of the Web Watcher Shareholders, or by the board of directors of each of the Web Watcher Subsidiaries without further action on the part of the respective AGAC Shareholder(s), the CCAC Shareholder(s), the FFAC Shareholder(s), the MRAC Shareholder(s), the OBAC Shareholder(s), and the PMAC Shareholder(s), and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the board of directors of Web Watcher or any of the Web Watcher Subsidiaries, respectively, to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

**7.2 Cessation of Right**

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

**ARTICLE 8**

**NOTICES**

**8.1 Notices**

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

**Web Watcher**, addressed to:  
Suite 2000, 1500 West Georgia Street  
Vancouver, British Columbia V6Z 2Z6  
Attention: Donald Gordon, President and Chief Executive Officer

**Azzardo Game Acquisition Co.**, addressed to:  
Suite 2000, 1500 West Georgia Street  
Vancouver, British Columbia V6Z 2Z6  
Attention: President

**Cuprum Coating Acquisition Co.**, addressed to:  
Suite 2000, 1500 West Georgia Street  
Vancouver, British Columbia V6Z 2Z6  
Attention: President

**Froachan Farm Acquisition Co.**, addressed to:  
Suite 2000, 1500 West Georgia Street  
Vancouver, British Columbia V6Z 2Z6  
Attention: President

**Mianach Resource Acquisition Co.**, addressed to:  
Suite 2000, 1500 West Georgia Street  
Vancouver, British Columbia V6Z 2Z6  
Attention: President

**Organach Beverage Acquisition Co.**, addressed to:  
Suite 2000, 1500 West Georgia Street  
Vancouver, British Columbia V6Z 2Z6  
Attention: President

**Proelium MMA Acquisition Co.**, addressed to:  
Suite 2000, 1500 West Georgia Street  
Vancouver, British Columbia V6Z 2Z6  
Attention: President

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

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

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

**9.2 Disclosure**

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

**9.3 Costs**

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

**9.4 Severability**

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

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

**9.5 Further Assurances**

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

**9.6 Time of Essence**

Time shall be of the essence of this Agreement.

**9.7 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia. Each of the Parties hereto hereby irrevocably and unconditionally consents to and submits to the jurisdiction of the courts of the Province of British Columbia in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against any Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

**9.8 Waiver**

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

**9.9 Counterparts**

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

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

**WEB WATCHER SYSTEMS LTD.**

By: \_\_\_\_\_  
Brian Peterson, Director

By: \_\_\_\_\_  
William Gordon, Director

**AZZARDO GAME ACQUISITION CO.**

**CUPRUM COATING ACQUISITION CO.**

By: \_\_\_\_\_  
William Gordon, Director , CEO

By:  \_\_\_\_\_  
Donald Gordon, Director CEO

**FROACHAN FARM ACQUISITION CO.**

**MIANACH RESOURCE ACQUISITION CO.**

By:  \_\_\_\_\_  
Donald Gordon, Director CEO

By: \_\_\_\_\_  
Brian Peterson, Director CEO

**ORGANACH BEVERAGE ACQUISITION CO.**

**PROELIUM MMA ACQUISITION CO.**

By: \_\_\_\_\_

By: \_\_\_\_\_

**William Gordon, Director, CEO**

**Brian Peterson, Director CEO**



**SCHEDULE "A" TO THE ARRANGEMENT AGREEMENT**  
**PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9**  
**OF THE**  
***BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)***

**S.B.C. 2002, c. 57**

**ARTICLE 1**  
**INTERPRETATION**

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

“AGAC” means Azzardo Game Acquisition Co., a private company incorporated under the BCBCA;

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

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

“AGAC Stock Option Plan” means the proposed common share purchase option plan of AGAC, which is subject to Web Watcher Shareholder approval;

“Arrangement”, “herein”, “hereof”, “hereto”, “hereunder” and similar expressions mean and refer to the proposed arrangement involving Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, PMAC, and the Web Watcher Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

“Arrangement Agreement” means the arrangement agreement dated effective October 1, 2013, between Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC with respect to the Arrangement, and all amendments thereto;

“Arrangement Provisions” means Division 5 of Part 9 of the BCBCA;

“Assets” means the assets of Web Watcher described in Schedule B to the Arrangement Agreement;

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

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

“Conversion Factor” means the number arrived at by dividing the number of issued Web Watcher Shares as of the close of business on the Share Distribution Record Date by 14,403,698;

“**CNSX**” means the Canadian National Stock Exchange;

“**Court**” means the Supreme Court of British Columbia;

“**CCAC**” means Cuprum Coating Acquisition Co., a private company incorporated under the BCBCA;

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

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

“**CCAC Stock Option Plan**” means the proposed common share purchase option plan of CCAC, which is subject to Web Watcher Shareholder approval;

“**Depository**” means Computershare Trust Company of Canada;

“**Distributed Subsidiary Shares**” means the AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares that are to be distributed to the Web Watcher Shareholders pursuant to §3.1;

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

“**Exchange Factor**” means the number arrived at by dividing 14,403,698 by the number of issued Web Watcher Shares as of the close of business on the Share Distribution Record Date;

“**FFAC**” means Froachan Farm Acquisition Co., a private company incorporated under the BCBCA;

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

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

“**FFAC Stock Option Plan**” means the proposed common share purchase option plan of FFAC, which is subject to Web Watcher Shareholder approval;

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

“**Information Circular**” means the management information circular to be sent to the Web Watcher Shareholders in connection with the Web Watcher Meeting;

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

“MRAC” means Mianach Resource Acquisition Co., a private company incorporated under the BCBCA;

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

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

“MRAC Stock Option Plan” means the proposed common share purchase option plan of MRAC, which is subject to Web Watcher Shareholder approval;

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

“OBAC” means Organach Beverage Acquisition Co., a private company incorporated under the BCBCA;

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

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

“OBAC Stock Option Plan” means the proposed common share purchase option plan of OBAC, which is subject to Web Watcher Shareholder approval;

“Parties” means, collectively, Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC, and “Party” means any one of them;

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

“PMAC” means Proelium MMA Acquisition Co., a private company incorporated under the BCBCA;

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

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

“PMAC Stock Option Plan” means the proposed common share purchase option plan of PMAC, which is subject to Web Watcher Shareholder approval;

“Registrar” means the Registrar of Companies duly appointed under the BCBCA;

**"Share Distribution Record Date"** means the close of business on the day which is four Business Days after the date of the Web Watcher Meeting or such other date as agreed to by Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC, which date establishes the Web Watcher Shareholders who will be entitled to receive AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares pursuant to this Plan of Arrangement;

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

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

**"Valley Blue"** means Valley Blue Farms Ltd., a company existing under the Business Corporations Act (British Columbia).

**"Web Watcher"** means Web Watcher Systems Ltd., a company existing under the BCBCA;

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

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

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

**"Web Watcher Options"** means share purchase options issued pursuant to the Web Watcher Stock Option Plan;

**"Web Watcher Share Commitments"** means an obligation of Web Watcher to issue New Shares and to deliver AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares to the holders of Web Watcher Options and Web Watcher Warrants which are outstanding on the Effective Date upon the exercise of such options and warrants;

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

**"Web Watcher Stock Option Plan"** means the stock option plan of Web Watcher dated April 19, 2012;

**"Web Watcher Warrants"** means share purchase warrants of Web Watcher that are outstanding on the Effective Date.

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

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

1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing

persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

- 1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

## ARTICLE 2 ARRANGEMENT AGREEMENT

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

## ARTICLE 3 ARRANGEMENT

- 3.1 On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC or PMAC, but subject to the provisions of Article 6:
  - (a) Web Watcher will transfer the Assets to each of AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC in consideration for 14,403,698 shares from each of AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC (the "**Distributed Subsidiary Shares**"), such Distributed Subsidiary Shares to be multiplied by the Conversion Factor so that Web Watcher shall receive from each Web Watcher Subsidiary, in consideration for the Assets, the number of shares equal to the issued and outstanding Web Watcher Shares as of the Share Distribution Record Date. Thereafter, Web Watcher will be added to the central securities register of each of AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC in respect of such AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares;
  - (b) The authorized share capital of Web Watcher will be changed by:
    - (i) Altering the identifying name of the Web Watcher Shares to class "A" common shares without par value, being the Web Watcher Class A Shares;
    - (ii) Creating a class consisting of an unlimited number of common shares without par value (the "**New Shares**"); and
    - (iii) Creating a class consisting of an unlimited number of class "A" preferred shares without par value, having the rights and restrictions described in Schedule "A" to the Plan of Arrangement, being the Web Watcher Class A Preferred Shares;

- (c) Each issued Web Watcher Class A Share will be exchanged for one New Share and one Web Watcher Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Web Watcher Class A Shares will be removed from the central securities register of Web Watcher and will be added to the central securities register as the holders of the number of New Shares and Web Watcher Class A Preferred Shares that they have received on the exchange;
- (d) All of the issued Web Watcher Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Web Watcher and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the Web Watcher Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Web Watcher Class A Preferred Shares so that the aggregate paid up capital of the Web Watcher Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Subsidiary Shares as of the Effective Date, and each Web Watcher Class A Preferred Share so issued will be issued by Web Watcher at an issue price equal to such aggregate fair market value divided by the number of issued Web Watcher Class A Preferred Shares, such aggregate fair market value of the Distributed Subsidiary Shares to be determined as at the Effective Date by resolution of the board of directors of Web Watcher;
- (e) Web Watcher will redeem the issued Web Watcher Class A Preferred Shares for consideration consisting solely of the Distributed Subsidiary Shares such that each holder of Web Watcher Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares that is equal to the number of Web Watcher Class A Preferred Shares held by such holder multiplied by the Exchange Factor;
- (f) The name of each holder of Web Watcher Class A Preferred Shares will be removed as such from the central securities register of Web Watcher, and all of the issued Web Watcher Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of Web Watcher;
- (g) The Distributed Subsidiary Shares transferred to the holders of the Web Watcher Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Web Watcher Class A Preferred Shares and appropriate entries will be made in the central securities registers of AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC;
- (h) The Web Watcher Class A Shares and the Web Watcher Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of Web Watcher will be changed by eliminating the Web Watcher Class A Shares and the Web Watcher Class A Preferred Shares therefrom;
- (i) The Notice of Articles and Articles of Web Watcher will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement;
- (j) After the Effective Date:
  - (i) All Web Watcher Share Commitments will be exercisable for New Shares, AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and

PMAC Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one Web Watcher Share under a Web Watcher Share Commitment will result in the holder of the Web Watcher Share Commitment receiving one New Share and such number of AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares equal to the number of New Shares so received multiplied by the Exchange Factor,

- (ii) Pursuant to the AGAC Commitment, the CCAC Commitment, the FFAC Commitment, the MRAC Commitment, the OBAC Commitment, and the PMAC Commitment, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC will issue the required number of AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares or PMAC Shares upon the exercise of Web Watcher Share Commitments as is directed by Web Watcher, and
  - (iii) Web Watcher will, as agent for AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC, collect and pay to AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC a portion of the proceeds received for each Web Watcher Share Commitment so exercised, with the balance of the exercise price to be retained by Web Watcher, as determined in accordance with §3.4 of the Arrangement Agreement;
- 3.2 Notwithstanding §3.1(e) and §3.1(j), no fractional AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares shall be distributed to the Web Watcher Shareholders or the holders of Web Watcher Share Commitments and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Distributed Subsidiary Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Web Watcher in its absolute discretion.
- 3.3 The holders of the Web Watcher Class A Shares and the holders of New Shares and Web Watcher Class A Preferred Shares referred to in §3.1(c), and the holders of the Web Watcher Class A Preferred Shares referred to in §3.1(e), §3.1(f) and §3.1(g), shall mean in all cases those persons who are Web Watcher Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.
- 3.4 In addition to the chronological order in which the transactions and events set out in §3.1 shall occur and shall be deemed to occur, the time on the Effective Date for the redemption of the Web Watcher Class A Preferred Shares set out in §3.1(e) shall occur and shall be deemed to occur immediately after the time of listing of the New Shares on the CNSX on the Effective Date.
- 3.5 All New Shares, Web Watcher Class A Preferred Shares, AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.
- 3.6 The Arrangement shall become final and conclusively binding on the Web Watcher Shareholders, the AGAC Shareholder(s), the CCAC Shareholder(s), the FFAC Shareholder(s), the MRAC Shareholder(s), the OBAC Shareholder(s), the PMAC Shareholders, and Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC on the Effective Date.
- 3.7 Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Web

Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

#### ARTICLE 4 CERTIFICATES

- 4.1 Recognizing that the Web Watcher Shares shall be redeemed and re-designated as Web Watcher Class A Shares pursuant to §3.1(b)(i) and that the Web Watcher Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), Web Watcher shall not issue replacement share certificates representing the Web Watcher Class A Shares.
- 4.2 Recognizing that the Distributed Subsidiary Shares shall be transferred to the Web Watcher Shareholders as consideration for the redemption of the Web Watcher Class A Preferred Shares pursuant to §3.1(e), AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC shall issue one share certificate representing all of the Distributed Subsidiary Shares registered in the name of Web Watcher, which share certificate shall be held by the Depositary until the Distributed Subsidiary Shares are transferred to the Web Watcher Shareholders and such certificate shall then be cancelled by the Depositary. To facilitate the transfer of the Distributed Subsidiary Shares to the Web Watcher Shareholders as of the Share Distribution Record Date, Web Watcher shall execute and deliver to the Depositary and the Transfer Agent an irrevocable power of attorney, authorizing them to distribute and transfer the Distributed Subsidiary Shares to such Web Watcher Shareholders in accordance with the terms of this Plan of Arrangement and AGAC, CCAC, FFAC, MRAC, OBAC or PMAC shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it.
- 4.3 Recognizing that all of the Web Watcher Class A Preferred Shares issued to the Web Watcher Shareholders pursuant to §3.1(c) will be redeemed by Web Watcher as consideration for the distribution and transfer of the Distributed Subsidiary Shares under §3.1(e), Web Watcher shall issue one share certificate representing all of the Web Watcher Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depositary, to be held by the Depositary for the benefit of the Web Watcher Shareholders until such Web Watcher Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.
- 4.4 As soon as practicable after the Effective Date, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC shall cause to be issued to the registered holders of Web Watcher Shares as of the Share Distribution Record Date, share certificates representing the AGAC Shares, the CCAC Shares, the FFAC Shares, the MRAC Shares, the OBAC Shares, and the PMAC Shares to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates to be mailed to such registered holders.
- 4.5 From and after the Effective Date, share certificates representing Web Watcher Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.



- 4.6 Web Watcher Shares traded after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares, and shall not carry any right to receive a portion of the Distributed Subsidiary Shares.

**ARTICLE 5  
DISSENTING SHAREHOLDERS**

- 5.1 Notwithstanding §3.1 hereof, holders of Web Watcher Shares may exercise rights of dissent (the “Dissent Right”) in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in sections 237 – 247 of the BCBCA (collectively, the “Dissent Procedures”).
- 5.2 Web Watcher Shareholders who duly exercise Dissent Rights with respect to their Web Watcher Shares (“Dissenting Shares”) and who:
- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Web Watcher for cancellation immediately before the Effective Date; or
  - (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Web Watcher Shareholder and shall receive New Shares, AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares on the same basis as every other non-dissenting Web Watcher Shareholder, and in no case shall Web Watcher be required to recognize such person as holding Web Watcher Shares on or after the Effective Date.
- 5.3 If a Web Watcher Shareholder exercises the Dissent Right, Web Watcher shall on the Effective Date set aside and not distribute that portion of the Distributed Subsidiary Shares that is attributable to the Web Watcher Shares for which the Dissent Right has been exercised. If the dissenting Web Watcher Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Web Watcher shall distribute to such Web Watcher Shareholder his, her or its pro-rata portion of the Distributed Subsidiary Shares. If a Web Watcher Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Web Watcher shall retain the portion of the Distributed Subsidiary Shares attributable to such Web Watcher Shareholder (the “Non-Distributed Subsidiary Shares”), and the Non-Distributed Subsidiary Shares shall be dealt with as determined by the board of directors of Web Watcher in its absolute discretion.

**ARTICLE 6  
AMENDMENTS**

- 6.1 Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:
- (i) set out in writing;
  - (ii) filed with the Court and, if made following the Web Watcher Meeting, approved by the Court; and

- (iii) communicated to holders of Web Watcher Shares, AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares, as the case may be, if and as required by the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Web Watcher at any time prior to the Web Watcher Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Web Watcher Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.3 Web Watcher, with the consent of the other parties, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Web Watcher Meeting and prior to the Effective Date with the approval of the Court.
- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of Web Watcher, AGAC, CCAC, FFAC, MRAC, OBAC, and PMAC or any former holder of Web Watcher Shares, AGAC Shares, CCAC Shares, FFAC Shares, MRAC Shares, OBAC Shares, and PMAC Shares, as the case may be.

**ARTICLE 7  
REFERENCE DATE**

- 7.1 This plan of arrangement is dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**SCHEDULE "A" TO THE PLAN OF ARRANGEMENT**

**SPECIAL RIGHTS AND RESTRICTIONS FOR WEB WATCHER CLASS A PREFERRED SHARES**

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

**Definitions**

- (1) In these Special Rights and Restrictions,
  - (a) **"Arrangement"** means the arrangement pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,
  - (b) **"Arrangement Agreement"** means the Arrangement Agreement dated as of October 1, 2013, between Web Watcher Systems Ltd. (the **"Company"**), Azzardo Game Acquisition Co., Cuprum Coating Acquisition Co., Froachan Farm Acquisition Co., Mianach Resource Acquisition Co., Organach Beverage Acquisition Co., and Proelium MMA Acquisition Co.,
  - (c) **"Old Common Shares"** means the common shares in the authorized share structure of the Company that have been re-designated as class A common shares without par value pursuant to the Plan of Arrangement,
  - (d) **"Effective Date"** means the date upon which the Arrangement becomes effective,
  - (e) **"New Shares"** means the common shares without par value created in the authorized share structure of the Company pursuant to the Plan of Arrangement, and
  - (f) **"Plan of Arrangement"** means the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement.
- (2) The holders of the class A preferred shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.
- (3) Class A preferred shares shall only be issued on the exchange of Old Common Shares for New Shares and class A preferred shares pursuant to and in accordance with the Plan of Arrangement.
- (4) The capital to be allocated to the class A preferred shares shall be the amount determined in accordance with §3.1(d) of the Plan of Arrangement.
- (5) The class A preferred shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.
- (6) Any class A preferred share that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.

**SCHEDULE "B"**

**WEB WATCHER ASSETS TO BE TRANSFERRED TO AZZARDO GAME ACQUISITION CO.**

Letter of intent dated as of August 26, 2013, between Web Watcher Systems Ltd. and Lucky Gaming Ltd.

**WEB WATCHER ASSETS TO BE TRANSFERRED TO CUPRUM COATING ACQUISITION CO.**

Letter of intent dated as of October 23, 2013, between Web Watcher Systems Ltd. and Zero Combusion Inc.

**WEB WATCHER ASSETS TO BE TRANSFERRED TO FROACHAN FARM ACQUISITION CO.**

Letter of intent dated as of July 9, 2013, between Web Watcher Systems Ltd. and Valley Blue Farms Ltd.

**WEB WATCHER ASSETS TO BE TRANSFERRED TO MIANACH RESOURCE ACQUISITION CO.**

Letter of intent dated as of October 23, 2013, between Web Watcher Systems Ltd. and Newlox Gold Ventures Corp.

**WEB WATCHER ASSETS TO BE TRANSFERRED TO ORGANACH BEVERAGE ACQUISITION CO.**

Letter of intent dated as of June 27, 2013, between Web Watcher Systems Ltd. and WULU Beverage Co.

**WEB WATCHER ASSETS TO BE TRANSFERRED TO PROELIUM MMA ACQUISITION CO.**

Letter of intent dated as of September 17, 2013, between Web Watcher Systems Ltd. and MMA Productions Ltd.

**SCHEDULE "C"**

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF AZZARDO GAME ACQUISITION CO.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated October 23, 2013, be and is hereby ratified and approved for the ensuing year; and

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

**SCHEDULE "D"**

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF CUPRUM COATING ACQUISITION CO.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated October 23, 2013, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

**SCHEDULE "E"**

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF FROACHAN FARM ACQUISITION CO.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated October 23, 2013, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

**SCHEDULE "F"**

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF MIANACH RESOURCE ACQUISITION CO.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated October 23, 2013, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."



**SCHEDULE "G"**

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF ORGANACH BEVERAGE ACQUISITION CO.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated October 23, 2013, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

**SCHEDULE "H"**

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF PROELIUM MMA ACQUISITION CO.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated October 23, 2013, be and is hereby ratified and approved for the ensuing year; and
2. Any one (1) director or officer of the Corporation be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of the Corporation or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

*This is Exhibit "B" referred in the affidavit of DONALD GORDON sworn before me on October 25, 2013.*

~~*A Commissioner for taking Affidavits within British Columbia*~~