



No. S-137937  
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

**RE: ARRANGEMENT AMONG FIVE NINES VENTURES LTD. (THE "PETITIONER"), CANPAC INVESTMENTS CORP., 0981609 B.C. LTD., 0981624 B.C. LTD., 0981628 B.C. LTD., AND THE SHAREHOLDERS OF FIVE NINES VENTURES LTD.**

**ORDER**

BEFORE THE ) WEDNESDAY, THE 18<sup>TH</sup> DAY  
HONOURABLE )  
MR. / MADAM JUSTICE ) OF DECEMBER, 2013  
DICKSON )

ON THE APPLICATION of the Petitioner coming on for the hearing at Vancouver, British Columbia on the 18<sup>th</sup> day of December, 2013, AND ON HEARING Mouane Sengsavang, counsel for the petitioner, AND ON READING the materials filed herein.

AND UPON all of the terms of the Interim Order as modified hereto in this proceeding pronounced on October 30, 2013, having been obtained at the Annual General and Special Meeting of the Petitioner called and held in accordance with the Interim Order.

**THIS COURT ORDERS THAT:**

- A. The mailing of the Notice of Hearing and the Interim Order was sufficient for the purposes of paragraph 24 of the Interim Order.
- B. The Arrangement, as described in the Plan of Arrangement, a copy of which is annexed as Schedule "A" to this Order, be and hereby is approved as being fair to the Petitioner and its shareholders.
- C. The Arrangement shall be implemented in the manner set forth in the Plan of Arrangement and shall be binding on the Petitioner and its shareholders on the Effective Date as described in the Plan of Arrangement.

D. The Petitioner shall have liberty to apply for such further orders as may be appropriate.

BY THE COURT

*H. D. Angel*  
REGISTRAR

*McCluskey*

*[Handwritten mark]*

APPROVED AS TO FORM:

~~Counsel for the Petitioner~~

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:

"**Amalco**" means the company resulting from the amalgamation of BC0981609 and Blackgate under this Plan of Arrangement;

"**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to the proposed arrangement involving FIV, BC0981609, BC0981624, BC0981628, CanPac, and the FIV 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 7, 2013, between FIV, BC0981609, BC0981624, BC0981628, and CanPac 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 FIV described in Schedule B to the Arrangement Agreement;

"**BC0981609**" means 0981609 B.C. Ltd., a private company incorporated under the BCBCA;

"**BC0981609 Commitment**" means the covenant of BC0981609 to issue BC0981609 Shares to the holders of FIV Share Commitments who exercise their rights thereunder on or before the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC0981609 Shares upon such exercise;

"**BC0981609 Shares**" means the common shares without par value in the authorized share structure of BC0981609, as constituted on the date of the Arrangement Agreement;

"**BC0981609 Stock Option Plan**" means the proposed common share purchase option plan of BC0981609, which is subject to FIV Shareholder approval;

"**BC0981624**" means 0981624 B.C. Ltd., a private company incorporated under the BCBCA;

"**BC0981624 Commitment**" means the covenant of BC0981624 to issue BC0981624 Shares to the holders of FIV Share Commitments who exercise their rights thereunder on or before the Effective Date,

and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC0981624 Shares upon such exercise;

“**BC0981624 Shares**” means the common shares without par value in the authorized share structure of BC0981624, as constituted on the date of the Arrangement Agreement;

“**BC0981624 Stock Option Plan**” means the proposed common share purchase option plan of BC0981624, which is subject to FIV Shareholder approval;

“**BC0981628**” means 0981628 B.C. Ltd., a private company incorporated under the BCBCA;

“**BC0981628 Commitment**” means the covenant of BC0981628 to issue BC0981628 Shares to the holders of FIV Share Commitments who exercise their rights thereunder on or before the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC0981628 Shares upon such exercise;

“**BC0981628 Shares**” means the common shares without par value in the authorized share structure of BC0981628, as constituted on the date of the Arrangement Agreement;

“**BC0981628 Stock Option Plan**” means the proposed common share purchase option plan of BC0981628, which is subject to FIV Shareholder approval;

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

“**Blackgate**” means Blackgate Asset Management Ltd., a company existing under the BCBCA;

“**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;

“**CanPac**” means CanPac Investments Corp., a private company incorporated under the BCBCA;

“**CanPac Commitment**” means the covenant of CanPac to issue CanPac Shares to the holders of FIV Share Commitments who exercise their rights thereunder on or before the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and CanPac Shares upon such exercise;

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

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

“**Conversion Factor**” means the number arrived at by dividing the number of issued FIV Shares as of the close of business on the Share Distribution Record Date by 169,091,680;

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

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

“**Depository**” means Valiant Trust Company;

**“Distributed Subsidiary Shares”** means the BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac Shares that are to be distributed to the FIV 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 169,091,680 by the number of issued FIV Shares as of the close of business on the Share Distribution Record Date;

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

**“FIV”** means Five Nines Ventures Ltd., a company existing under the BCBCA;

**“FIV Class A Shares”** means the renamed and re-designated FIV Shares, as described in §3.1 of this Plan of Arrangement;

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

**“FIV Meeting”** means the special meeting of FIV Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;

**“FIV Options”** means share purchase options issued pursuant to the FIV Stock Option Plan;

**“FIV Share Commitments”** means an obligation of FIV to issue New Shares and to deliver BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac Shares to the holders of FIV Options and FIV Warrants which are outstanding on or before the Effective Date upon the exercise of such options and warrants on or before the Effective Date;

**“FIV Shares”** means the common shares of FIV and **“FIV Shareholder”** means the holders from time to time of FIV Shares;

**“FIV Stock Option Plan”** means the stock option plan of FIV dated February 23, 2011;

**“FIV Warrants”** means share purchase warrants of FIV that are outstanding on the Effective Date;

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

**“New Shares”** means the new class of common shares without par value which FIV 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 FIV Shares;

**“Parties”** means, collectively, FIV, BC0981609, BC0981624, BC0981628, and CanPac, and **“Party”** means any one of them;

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

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

“Share Distribution Record Date” means the close of business on the day which is four Business Days after the date of the FIV Meeting or such other date as agreed to by FIV, BC0981609, BC0981624, BC0981628, and CanPac, which date establishes the FIV Shareholders who will be entitled to receive BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac Shares pursuant to this Plan of Arrangement;

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

“Transfer Agent” means Valiant Trust Company at its principal office in Vancouver, British Columbia.

- 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 FIV 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 FIV, BC0981609, BC0981624, BC0981628, or CanPac, but subject to the provisions of Article 6:
- (a) FIV will transfer the Assets to each of BC0981609, BC0981624, BC0981628, and CanPac in consideration for 16,909,168 shares from each of BC0981609, BC0981624, BC0981628, and CanPac (the “**Distributed Subsidiary Shares**”), such Distributed Subsidiary Shares to be multiplied by the Conversion Factor so that FIV shall receive from each FIV Subsidiary, in consideration for the Assets, the number of shares equal to the issued and outstanding FIV Shares as of the Share Distribution Record Date. Thereafter, FIV will be added to the central securities register of each of BC0981609, BC0981624, BC0981628, and CanPac in respect of such BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac Shares;
  - (b) The authorized share capital of FIV will be changed by:
    - (i) Altering the identifying name of the FIV Shares to class “A” common shares without par value, being the FIV 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 FIV Class A Preferred Shares;
  - (c) Each issued FIV Class A Share will be exchanged for one New Share and one FIV Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the FIV Class A Shares will be removed from the central securities register of FIV and will be added to the central securities register as the holders of the number of New Shares and FIV Class A Preferred Shares that they have received on the exchange;
  - (d) All of the issued FIV Class A Shares will be cancelled with the appropriate entries being made in the central securities register of FIV and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the FIV Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the FIV Class A Preferred Shares so that the aggregate paid up capital of the FIV Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Subsidiary Shares as of the Effective Date, and each FIV Class A Preferred Share so issued will be issued by FIV at an issue price equal to such aggregate fair market value divided by the number of issued FIV 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 FIV;
  - (e) FIV will redeem the issued FIV Class A Preferred Shares for consideration consisting solely of the Distributed Subsidiary Shares such that each holder of FIV Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of

dissent, receive that number of BC0981609 Shares, BC0981624 Shares, 0981628 Shares, and CanPac Shares that is equal to the number of FIV Class A Preferred Shares held by such holder multiplied by the Conversion Factor;

- (f) The name of each holder of FIV Class A Preferred Shares will be removed as such from the central securities register of FIV, and all of the issued FIV Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of FIV;
- (g) The Distributed Subsidiary Shares transferred to the holders of the FIV Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of FIV Class A Preferred Shares and appropriate entries will be made in the central securities registers of BC0981609, BC0981624, BC0981628, and CanPac;
- (h) The FIV Class A Shares and the FIV 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 FIV will be changed by eliminating the FIV Class A Shares and the FIV Class A Preferred Shares therefrom;
- (i) The Notice of Articles and Articles of FIV will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement;
- (j) On or before the Effective Date:
  - (i) All FIV Share Commitments will be exercisable for New Shares, BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one FIV Share under an FIV Share Commitment will result in the holder of the FIV Share Commitment receiving one New Share and such number of BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac Shares equal to the number of New Shares so received multiplied by the Exchange Factor,
  - (ii) Pursuant to the BC0981609 Commitment, the BC0981624 Commitment, the BC0981628 Commitment, and the CanPac Commitment, BC0981609, BC0981624, BC0981628, and CanPac will issue the required number of BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, or CanPac Shares upon the exercise of FIV Share Commitments as is directed by FIV, and
  - (iii) FIV will, as agent for BC0981609, BC0981624, BC0981628, and CanPac, collect and pay to BC0981609, BC0981624, BC0981628, and CanPac a portion of the proceeds received for each FIV Share Commitment so exercised, with the balance of the exercise price to be retained by FIV, as determined in accordance with §3.4 of the Arrangement Agreement.

3.2 Notwithstanding §3.1(e) and §3.1(j), no fractional BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac Shares shall be distributed to the FIV Shareholders or the holders of FIV 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 FIV in its absolute discretion.



- 3.3 The holders of the FIV Class A Shares and the holders of New Shares and FIV Class A Preferred Shares referred to in §3.1(c), and the holders of the FIV 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 FIV 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 FIV Class A Preferred Shares set out in §3.1(e) shall occur and shall be deemed to occur immediately upon any one of the BC0981609 Shares, BC0981624 Shares, BC0981628 Shares and CanPac Shares have been distributed to the FIV Shareholders as of the Share Distribution Record Date.
- 3.5 All New Shares, FIV Class A Preferred Shares, BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac 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 FIV Shareholders, the BC0981609 Shareholder(s), the BC0981624 Shareholder(s), the BC0981628 Shareholder(s), the CanPac Shareholders, and FIV, BC0981609, BC0981624, BC0981628, and CanPac 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 FIV, BC0981609, BC0981624, BC0981628, and CanPac 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 FIV Shares shall be redeemed and re-designated as FIV Class A Shares pursuant to §3.1(b)(i) and that the FIV Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), FIV shall not issue replacement share certificates representing the FIV Class A Shares.
- 4.2 Recognizing that the Distributed Subsidiary Shares shall be transferred to the FIV Shareholders as consideration for the redemption of the FIV Class A Preferred Shares pursuant to §3.1(e), BC0981609, BC0981624, BC0981628, and CanPac shall issue one share certificate representing all of the Distributed Subsidiary Shares registered in the name of FIV, which share certificate shall be held by the Depositary until the Distributed Subsidiary Shares are transferred to the FIV Shareholders and such certificate shall then be cancelled by the Depositary. To facilitate the transfer of the Distributed Subsidiary Shares to the FIV Shareholders as of the Share Distribution Record Date, FIV 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 FIV Shareholders in accordance with the terms of this Plan of Arrangement and BC0981609, BC0981624, BC0981628, or CanPac 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 FIV Class A Preferred Shares issued to the FIV Shareholders pursuant to §3.1(c) will be redeemed by FIV as consideration for the distribution and transfer of the Distributed Subsidiary Shares under §3.1(e), FIV shall issue one share certificate representing all of the FIV Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depository, to be held by the Depository for the benefit of the FIV Shareholders until such FIV Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.
- 4.4 As soon as practicable after the Effective Date, BC0981609, BC0981624, BC0981628, and CanPac shall cause to be issued to the registered holders of FIV Shares as of the Share Distribution Record Date, share certificates representing the BC0981609 Shares, the BC0981624 Shares, the BC0981628 Shares, and the CanPac 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 FIV 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 FIV 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 FIV 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 FIV Shareholders who duly exercise Dissent Rights with respect to their FIV 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 FIV 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 FIV Shareholder and shall receive New Shares, BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac Shares on the same basis as every other non-dissenting FIV Shareholder, and in no case shall FIV be required to recognize such person as holding FIV Shares on or after the Effective Date.
- 5.3 If an FIV Shareholder exercises the Dissent Right, FIV shall on the Effective Date set aside and not distribute that portion of the Distributed Subsidiary Shares that is attributable to the FIV Shares for which the Dissent Right has been exercised. If the dissenting FIV Shareholder is ultimately not entitled to be paid for their Dissenting Shares, FIV shall distribute to such FIV Shareholder his, her or its pro-rata portion of the Distributed Subsidiary Shares. If an FIV Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for

their Dissenting Shares, then FIV shall retain the portion of the Distributed Subsidiary Shares attributable to such FIV Shareholder (the “**Non-Distributed Subsidiary Shares**”), and the Non-Distributed Subsidiary Shares shall be dealt with as determined by the board of directors of FIV in its absolute discretion.

## ARTICLE 6 AMENDMENTS

- 6.1 FIV, BC0981609, BC0981624, BC0981628, and CanPac 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 FIV Meeting, approved by the Court; and
  - (iii) communicated to holders of FIV Shares, BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac 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 FIV at any time prior to the FIV Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the FIV Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.3 FIV, 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 FIV 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 FIV, BC0981609, BC0981624, BC0981628, and CanPac, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of FIV, BC0981609, BC0981624, BC0981628, and CanPac, 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 FIV, BC0981609, BC0981624, BC0981628, and CanPac or any former holder of FIV Shares, BC0981609 Shares, BC0981624 Shares, BC0981628 Shares, and CanPac 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 FIV 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 7, 2013, between Five Nines Ventures Ltd. (the "**Company**"), 0981609 B.C. Ltd., 0981624 B.C. Ltd., 0981628 B.C. Ltd., and CanPac Investments Corp.,
  - (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"**

**FIV ASSETS TO BE TRANSFERRED TO 0981609 B.C. LTD.**

Letter of Intent dated as of September 12, 2013, between Five Nines Ventures Ltd. and Blackgate Asset Ltd., and \$5,000 cash.

**FIV ASSETS TO BE TRANSFERRED TO 0981624 B.C. LTD.**

Letter of Intent dated as of September 12, 2013, between Five Nines Ventures Ltd. and NHS Industries Ltd., and \$5,000 cash.

**FIV ASSETS TO BE TRANSFERRED TO 0981628 B.C. LTD.**

Letter of Intent dated as of August 13, 2013, between Five Nines Ventures Ltd. and Norsemont Metals Ltd., and \$5,000 cash.

**FIV ASSETS TO BE TRANSFERRED TO CANPAC INVESTMENTS CORP.**

Merchant banking assets consisting of \$5,000 cash.

**SCHEDULE "C"**

**SPECIAL RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF 0981609 B.C. LTD.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated [•], 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 0981624 B.C. LTD.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated [•], 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 0981628 B.C. LTD.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated [•], 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 CANPAC INVESTMENTS CORP.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated [•], 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."