



Certificate of Continuance

Canada Business Corporations Act

Certificat de prorogation

Loi canadienne sur les sociétés par actions

THE DELMA GROUP INC.
LE GROUPE DELMA INC.

Corporate name / Dénomination sociale

1059008-8

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of continuance of which are attached, is continued under section 187 of the *Canada Business Corporations Act* (CBCA).

JE CERTIFIE que la société susmentionnée, dont les clauses de prorogation sont jointes, est prorogée en vertu de l'article 187 de la *Loi canadienne sur les sociétés par actions* (LCSA).

Virginie Ethier

Director / Directeur

2018-01-19

Date of Continuance (YYYY-MM-DD)

Date de prorogation (AAAA-MM-JJ)



Form 11
Articles of Continuance
Canada Business Corporations Act
(CBCA) (s. 187)

Formulaire 11
Clauses de prorogation
Loi canadienne sur les sociétés par
actions
(LCSA) (art. 187)

1	Corporate name Dénomination sociale THE DELMA GROUP INC. LE GROUPE DELMA INC.
2	The province or territory in Canada where the registered office is situated La province ou le territoire au Canada où est situé le siège social QC
3	The classes and the maximum number of shares that the corporation is authorized to issue Catégories et le nombre maximal d'actions que la société est autorisée à émettre See attached schedule / Voir l'annexe ci-jointe
4	Restrictions on share transfers Restrictions sur le transfert des actions Aucune
5	Minimum and maximum number of directors Nombre minimal et maximal d'administrateurs Min. 1 Max. 15
6	Restrictions on the business the corporation may carry on Limites imposées à l'activité commerciale de la société Aucune
7	(1) If change of name effected, previous name S'il y a changement de dénomination sociale, indiquer la dénomination sociale antérieure AYDON INCOME PROPERTIES INC. (2) Details of incorporation Détails de la constitution Under the British Columbia Business Corporations Act S.B.C. 2002 c. 57 on January 22, 2015.
8	Other Provisions Autres dispositions See attached schedule / Voir l'annexe ci-jointe
9	Declaration: I certify that I am a director or an officer of the company continuing into the CBCA. Déclaration : J'atteste que je suis un administrateur ou un dirigeant de la société se prorogeant sous le régime de la LCSA.

Original signed by / Original signé par

FRANÇOIS CASTONGUAY

FRANÇOIS CASTONGUAY

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

SCHEDULE 1

Share Capital

The corporation's authorized capital consists of an unlimited number of class A and class B common shares, which have attached the following rights, privileges, restrictions and conditions.

1 CLASS A COMMON SHARES

Each class A common share has attached the following rights, privileges, restrictions and conditions:

1.1 Dividends

Each class A common share entitles its holder to receive dividends, from any remaining profits or surplus available for dividends, when declared by the directors at their discretion on the class A common shares and the class B common shares, at the same rate for all classes.

1.2 Return of Capital

If the corporation is dissolved, liquidated or wound-up, voluntarily or involuntarily, each holder of class A common shares is entitled to receive all of the corporation's remaining property equally with holders of class B common shares.

1.3 Voting Rights

Each class A common share grants its holder one (1) vote at, and the right to attend, any meeting of shareholders.

1.4 Subdivision or Consolidation

The class A common shares shall not be subdivided or consolidated unless at the same time the class B common shares, as the case may be, are subdivided or consolidated in the same manner and, in such event, the rights, privileges, conditions and restrictions then attaching to the Class A shares and to the Class B shares shall also attach to the Class A shares and to the Class B shares as subdivided or consolidated.

1.5 Conversion

At any time when class B common shares are issued and outstanding, the following conversion terms shall apply to class A common shares:

- 1.5.1 If an Offer is made, each class A common share shall become convertible from the Conversion Date, at the option of its holder, into one class B common share.
- 1.5.2 If the conversion right provided for in section 1.5.1 comes into effect, the corporation, promptly after the Conversion Date, shall forward to the transfer agent for class A common shares and the holders of the class A common shares and the holders (whose address appears on the records of the Corporation) of all other securities of the Corporation which are convertible into or which carry the right to purchase class A common shares, notice of the Offer (including a copy of the Offer and of all other material forwarded to holders of class B common shares in respect of the Offer) and of the fact that each class A common share has become convertible into one class B common share.
- 1.5.3 The conversion right of the class A common shares shall be exercisable by written notice sent to the Corporation at its registered office or to the transfer agent for the class A common shares at any office of the transfer agent where the transfer of class A common shares may be effected, and such notice shall be accompanied by the certificate or certificates representing the class A common shares which the holder wishes to convert into class B common shares; such notice shall be signed by the holder or his representative and shall specify the number of class A common shares which the holder so wishes to convert into class B common shares; if part only of the class A common shares represented by the certificate or certificates accompanying the notice are to be converted, the holder shall have the right to receive, at the expense of the Corporation, a new certificate representing the class A common shares included in the certificate or certificates sent as aforementioned and which are not to be converted.
- 1.5.4 On any conversion of class A common shares, the share certificate or certificates representing the class B common shares resulting therefrom shall be issued in the name of the holder of the class A common shares converted or in such name or names as such holder may direct in writing (either in the notice referred to in section 3.3.4.3. or otherwise) provided that such holder shall pay any applicable security transfer taxes.
- 1.5.5 The right of a holder of class A common shares to convert the same into class B common shares shall be deemed to have been exercised, and the holder of class A common shares to be converted (or any person or persons in whose name or names such holder of class A common shares shall have directed a certificate or certificates representing class B common shares to be issued as provided in section 1.5.4) shall be deemed to have become a holder of class B common shares of the Corporation for all purposes, on the date or dates of surrender of the certificate or certificates representing the class A common shares to be converted accompanied by notice in writing as referred to in section 1.5.3, notwithstanding any delay in the delivery of the certificate or certificates representing the class B common shares into which such class A common shares have been converted.

1.5.6 The class A common shares converted into class B common shares shall become issued class B common shares.

1.5.7 If class B common shares, resulting from the conversion and deposited pursuant to the Offer, are withdrawn by the holder or are not taken up by the person making the Offer, or the offer is abandoned or withdrawn by the person making the Offer or the Offer otherwise expires without such class B common shares being taken up and paid for, the class B common shares resulting from the conversion will be reconverted into class A common shares and a share certificate representing the class A common shares will be sent to the holder by the transfer agent.

1.5.8 In this section 1.5:

“**Conversion Date**” means the sixth (6th) day after an Offer Date;

“**Offer**” means an offer to acquire class B common shares which is made or which must, by reason of then applicable securities legislation or the by-laws, regulations or policies of a stock exchange on which the class B common shares are listed, be made to all holders of class B common shares whose last address on the records of the Corporation is in any province or territory of Canada to which the requirement applies;

“**Offer Date**” means the date an Offer is made.

2 CLASS B COMMON SHARES

Each class B common share has attached the following rights, privileges, restrictions and conditions:

2.1 Dividends

Each class B common share entitles its holder to receive dividends, from any remaining profits or surplus available for dividends, when declared by the directors at their discretion on the class A common shares and the class B common shares, at the same rate for all classes.

2.2 Return of Capital

If the corporation is dissolved, liquidated or wound-up, voluntarily or involuntarily, each holder of class B common shares is entitled to receive all of the corporation’s remaining property equally with holders of class A common shares.

2.3 Voting Rights

Each class B common share grants its holder a hundred (100) votes at, and the right to attend, any meeting of shareholders.

2.4 Subdivision or Consolidation

The class B common shares shall not be subdivided or consolidated unless at the same time the class A common shares, as the case may be, are subdivided or consolidated in the same manner and, in such event, the rights, privileges, conditions and restrictions then attaching to the Class A shares and to the Class B shares shall also attach to the Class A shares and to the Class B shares as subdivided or consolidated.

2.5 Conversion

The class B common shares shall be automatically converted into class A common shares on the basis of one (1) class A common share for each class B common share held as at the date that is five (5) years after the date of continuance.

* * *

SCHEDULE 2

Conversion

Concurrently with the continuance, the outstanding class A common shares in the capital of the Corporation are converted into new class A common shares on the basis of a 200:1 ratio (two hundred (200) current class A common shares for one (1) new class A common share), each fraction of a share being rounded down to the lower number. The rights, privileges, conditions and restrictions attached to the new class A common shares are set forth in Schedule 1 annexed to these Articles of Continuance.

* * *



Form 2
**Initial Registered Office Address
and First Board of Directors**
*Canada Business Corporations Act
(CBCA) (s. 19 and 106)*

Formulaire 2
**Siège social initial et premier
conseil d'administration**
*Loi canadienne sur les sociétés par
actions (LCSA) (art. 19 et 106)*

1 Corporate name
Dénomination sociale
**THE DELMA GROUP INC.
LE GROUPE DELMA INC.**

2 Address of registered office
Adresse du siège social
**160-640 Orly Avenue
Dorval QC H9P 1E9**

3 Additional address
Autre adresse

4 Members of the board of directors
Membres du conseil d'administration
See attached schedule / Voir l'annexe ci-jointe

5 Declaration: I certify that I have relevant knowledge and that I am authorized to sign this form.
Déclaration : J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par
FRANÇOIS CASTONGUAY

FRANÇOIS CASTONGUAY
514-397-8500

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

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Schedule / Annexe

Members of the board of directors / Membres du conseil d'administration

Resident Canadian
Résident Canadien

HASAN AL-SHAWA	310-925 De Maisonneuve West Blvd., Montreal QC H3A 0A5, Canada	Yes / Oui
JOSEPH CIANCI	304-5255 Henri-Bourassa West Blvd., Saint- Laurent QC H4R 2M6, Canada	Yes / Oui
FRANÇOIS CASTONGUAY	167 Jean-de Fonblanche Street, Carignan QC J3L 7A8, Canada	Yes / Oui
HENRI PETIT	160 D'Aigremont Road, Lorraine QC J6Z 4R5, Canada	Yes / Oui
HAZEM AL-SHAWA	310-925 De Maisonneuve Blvd. West, Montreal QC H3A 0A5, Canada	Yes / Oui
TERRY BADOOR	2803-1331 West Georgia Street, Vancouver BC V6E 4P1, Canada	Yes / Oui
HUBERT MARLEAU	19102 Country Road, RR1, Cornwall ON K6H 5R5, Canada	Yes / Oui



Number: BC1025616

**CERTIFICATE
OF
AMALGAMATION**

BUSINESS CORPORATIONS ACT

I Hereby Certify that FORBAIRT DEVELOPMENT ACQUISITION CORP., incorporation number BC1000887, and GENESIS INCOME PROPERTIES INC., incorporation number BC0998796 were amalgamated as one company under the name AYDON INCOME PROPERTIES INC. on January 22, 2015 at 03:17 PM Pacific Time.

*Issued under my hand at Victoria, British Columbia
On January 22, 2015*

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada



ELECTRONIC CERTIFICATE



Cover Sheet

AYDON INCOME PROPERTIES INC.

Confirmation of Service

Form Filed: Amalgamation Application (Regular)
Date and Time of Filing: January 22, 2015 03:17 PM Pacific Time
Amalgamation Effective Date: The amalgamation is to take effect at the time that this application is filed with the Registrar.
Recognition Date and Time: Amalgamated on January 22, 2015 03:17 PM Pacific Time
Name of Company: AYDON INCOME PROPERTIES INC.
Incorporation Number: BC1025616

Corporate Online will notify Canada Revenue Agency (CRA) of this amalgamation. CRA will contact you shortly to determine the federal Business Number for your newly amalgamated company.

For assistance or additional information regarding the Business Number, contact Canada Revenue Agency at 1-800-959-5525 from 8:15 a.m. to 8:00 p.m., Monday through Friday, excluding statutory holidays.

This package contains:

- Certified Copy of the Amalgamation Application (Regular)
- Certified Copy of the Notice of Articles
- Certificate of Amalgamation

Check your documents carefully to ensure there are no errors or omissions. If errors or omissions are discovered, please contact the Corporate Registry for instructions on how to correct the errors or omissions.

The British Columbia Business Corporations Act requires all incorporated companies to file information such as annual reports, a change of address or a change of directors. For information regarding these filings, review the "Maintaining Your B.C. Company" document at www.bcregistryservices.gov.bc.ca/local/bcreg/documents/forms/reg36.pdf.

For information regarding completion of forms, contact the Corporate Registry at 1 877 526-1526.



Amalgamation Application

FORM 13
BUSINESS CORPORATIONS ACT
Section 275

CERTIFIED COPY
Of a Document filed with the Province of
British Columbia Registrar of Companies


CAROL PREST

FILING DETAILS: *Amalgamation Application for:*
AYDON INCOME PROPERTIES INC.

Incorporation Number: **BC1025616**

Filed Date and Time: **January 22, 2015 03:17 PM Pacific Time**

Recognition Date and Time: **January 22, 2015 03:17 PM Pacific Time as a result of an Amalgamation.**

AMALGAMATION APPLICATION

Name Reservation Number:

NR8104240

Name Reserved:

AYDON INCOME PROPERTIES INC.

AMALGAMATION EFFECTIVE DATE:

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

AMALGAMATING CORPORATION(S) INFORMATION

Name of Amalgamating Corporation(s)

**Incorporation
Number in BC**

FORBAIRT DEVELOPMENT ACQUISITION CORP.

BC1000887

GENESIS INCOME PROPERTIES INC.

BC0998796

AMALGAMATION STATEMENT

This amalgamation has been effected without court approval. A copy of all of the required affidavits under section (1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

NOTICE OF ARTICLES

Name of Company:

AYDON INCOME PROPERTIES INC.

REGISTERED OFFICE INFORMATION

Mailing Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

Delivery Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

Delivery Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Jackson, David Brian

Mailing Address:

300 M EAST 25 NORTH FORM MAS X MENOS
HOUSE 5A SANTA ANNA
SAN JOSE 10901
COSTA RICA

Delivery Address:

300 M EAST 25 NORTH FORM MAS X MENOS
HOUSE 5A SANTA ANNA
SAN JOSE 10901
COSTA RICA

Last Name, First Name, Middle Name:

Wadhvani, Vid

Mailing Address:

2300-2850 SHAUGHNESSY STREET
PORT COQUITLAM BC V3C 6K5
CANADA

Delivery Address:

2300-2850 SHAUGHNESSY STREET
PORT COQUITLAM BC V3C 6K5
CANADA

Last Name, First Name, Middle Name:

Carkeek, Christopher David

Mailing Address:

2871 CAPILANO ROAD
NORTH VANCOUVER BC V7R 4H4
CANADA

Delivery Address:

2871 CAPILANO ROAD
NORTH VANCOUVER BC V7R 4H4
CANADA

Last Name, First Name, Middle Name:

Goulding, Merrick Allan

Mailing Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

Delivery Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

Last Name, First Name, Middle Name:

Gouws, Daniel R

Mailing Address:

13750 BLANEY ROAD
MAPLE RIDGE BC V4R 0C2
CANADA

Delivery Address:

13750 BLANEY ROAD
MAPLE RIDGE BC V4R 0C2
CANADA

AUTHORIZED SHARE STRUCTURE

1. No Maximum	common Shares	Without Par Value
		Without Special Rights or Restrictions attached



CERTIFIED COPY
Of a Document filed with the Province of
British Columbia Registrar of Companies

Notice of Articles

BUSINESS CORPORATIONS ACT

CAROL PREST

This Notice of Articles was issued by the Registrar on: January 22, 2015 03:17 PM Pacific Time

Incorporation Number: BC1025616

Recognition Date and Time: January 22, 2015 03:17 PM Pacific Time as a result of an Amalgamation

NOTICE OF ARTICLES

Name of Company:

AYDON INCOME PROPERTIES INC.

REGISTERED OFFICE INFORMATION

Mailing Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

Delivery Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

Delivery Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:

Jackson, David Brian

Mailing Address:

300 M EAST 25 NORTH FORM MAS X MENOS
HOUSE 5A SANTA ANNA
SAN JOSE 10901
COSTA RICA

Delivery Address:

300 M EAST 25 NORTH FORM MAS X MENOS
HOUSE 5A SANTA ANNA
SAN JOSE 10901
COSTA RICA

Last Name, First Name, Middle Name:

Wadhvani, Vid

Mailing Address:

2300-2850 SHAUGHNESSY STREET
PORT COQUITLAM BC V3C 6K5
CANADA

Delivery Address:

2300-2850 SHAUGHNESSY STREET
PORT COQUITLAM BC V3C 6K5
CANADA

Last Name, First Name, Middle Name:

Carkeek, Christopher David

Mailing Address:

2871 CAPILANO ROAD
NORTH VANCOUVER BC V7R 4H4
CANADA

Delivery Address:

2871 CAPILANO ROAD
NORTH VANCOUVER BC V7R 4H4
CANADA

Last Name, First Name, Middle Name:

Goulding, Merrick Allan

Mailing Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

Delivery Address:

1025 WEST KEITH ROAD
NORTH VANCOUVER BC V7P 3C7
CANADA

Last Name, First Name, Middle Name:

Gouws, Daniel R

Mailing Address:

13750 BLANEY ROAD
MAPLE RIDGE BC V4R 0C2
CANADA

Delivery Address:

13750 BLANEY ROAD
MAPLE RIDGE BC V4R 0C2
CANADA

AUTHORIZED SHARE STRUCTURE

1. No Maximum	common Shares	Without Par Value
		Without Special Rights or Restrictions attached



Please Note: Your name request will expire on MARCH 18, 2015 You must have Name Approval Request Number NR 8104240 to complete online filings at www.corporateonline.gov.bc.ca

Sengsavang, Mouane 2569 E 20th Avenue VANCOUVER BC V5M 2T5 CANADA

Table with 2 rows and 3 columns: APPLICANT PHONE NO., APPLICANT FAX NO., NAME REQUEST IS FOR A:; CONTACT PERSON NAME, ADDITIONAL INFORMATION.

First Choice Name Request: * APPROVED *

Name: AYDON INCOME PROPERTIES INC.

Second Choice Name Request: * NOT EXAMINED *

Name: AYDON PROPERTIES INC.

Third Choice Name Request: * NOT EXAMINED *

Name: AYDON REAL ESTATE DEVELOPMENT INC.



RECEIPT

This is confirmation of payment for your Name Approval Request.

Name Request Number: NR 8104240
Submission Date and Time: January 21, 2015 12:54 PM
Applicant Name: Mouane Sengsavang

Fee: \$30.00
Service Charge: \$1.50
Subtotal: \$31.50
Service Charge GST: \$0.00
Total: \$31.50

Grand Total: \$31.50

Payment Invoice Number:
Payment Method: Deposit Account
Folio Number: 830001
BC OnLine Account Number: 971245
DAT Number:



No. S-144941
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: ARRANGEMENT AMONG 0941092 B.C. LTD. (THE "PETITIONER"), ACQUA EXPORT ACQUISITION CORP., BREOSLA OIL ACQUISITION CORP., FORBAIRT DEVELOPMENT ACQUISITION CORP., LAIDINEACH INVESTMENT ACQUISITION CORP., SAIBHIR ART ACQUISITION CORP., TEAGHLACH ASSET ACQUISITION CORP., AND THE SHAREHOLDERS OF 0941092 B.C. LTD.

ORDER MADE AFTER APPLICATION

BEFORE THE) WEDNESDAY, THE 27TH DAY
HONOURABLE)
MR. / ~~MADAM~~ JUSTICE) OF AUGUST, 2014
AFFLECK)

ON THE APPLICATION of the Petitioner coming on for the hearing at Vancouver, British Columbia on the 27th day of August, 2014, 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 June 27, 2014, 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.

APPROVED AS TO FORM:


Counsel for the Petitioner

MOUANE SENGSAVANG


BY THE COURT

REGISTRAR

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:

“**Acqua**” means Acqua Export Acquisition Corp., a private company incorporated under the BCBCA;

“**Acqua Commitment**” means the covenant of Acqua to issue Acqua Shares to the holders of BC0941092 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 Acqua Shares upon such exercise;

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

“**Acqua Stock Option Plan**” means the proposed common share purchase option plan of Acqua, which is subject to BC0941092 Shareholder approval;

“**Arrangement**”, “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions mean and refer to the proposed arrangement involving BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, Teaghlach, and the BC0941092 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 May 5, 2014, and as amended and restated on June 25, 2014, between BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach 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 BC0941092 described in Schedule B to the Arrangement Agreement;

“**BC0941092**” means 0941092 B.C. Ltd., a company existing under the BCBCA;

“**BC0941092 Class A Preferred Shares**” means the Class “A” preferred shares without par value which BC0941092 will create and issue pursuant to §3.1 of this Plan of Arrangement;

“**BC0941092 Meeting**” means the annual general and special meeting of BC0941092 Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;

“**BC0941092 Options**” means share purchase options issued pursuant to the BC0941092 Stock Option Plan;

"BC0941092 Share Commitments" means an obligation of BC0941092 to issue New Shares and to deliver Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares to the holders of BC0941092 Options and BC0941092 Warrants which are outstanding on the Effective Date upon the exercise of such options and warrants;

"BC0941092 Shares" means the Class A common shares of BC0941092 and "BC0941092 Shareholder" means the holders from time to time of BC0941092 Shares;

"BC0941092 Stock Option Plan" means the stock option plan of BC0941092 dated June 8, 2012;

"BC0941092 Warrants" means share purchase warrants of BC0941092 that are outstanding on the Effective Date;

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

"Breosla" means Breosla Oil Acquisition Corp., a private company incorporated under the BCBCA;

"Breosla Commitment" means the covenant of Breosla to issue Breosla Shares to the holders of BC0941092 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 Breosla Shares upon such exercise;

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

"Breosla Stock Option Plan" means the proposed common share purchase option plan of Breosla, which is subject to BC0941092 Shareholder approval;

"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 BC0941092 Shares as of the close of business on the Share Distribution Record Date by 8,576,567;

"Court" means the Supreme Court of British Columbia;

"CSE" means the Canadian Securities Exchange;

"Depositary" means Computershare Trust Company of Canada;

"Distributed Subsidiary Shares" means the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares that are to be distributed to the BC0941092 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 8,576,567 by the number of issued BC0941092 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;

“Forbairt” means Forbairt Development Acquisition Corp., a private company incorporated under the BCBCA;

“Forbairt Commitment” means the covenant of Forbairt to issue Forbairt Shares to the holders of BC0941092 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 Forbairt Shares upon such exercise;

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

“Forbairt Stock Option Plan” means the proposed common share purchase option plan of Forbairt, which is subject to BC0941092 Shareholder approval;

“Information Circular” means the management information circular to be sent to the BC0941092 Shareholders in connection with the BC0941092 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;

“Laidineach” means Laidineach Investment Acquisition Corp., a private company incorporated under the BCBCA;

“Laidineach Commitment” means the covenant of Laidineach to issue Laidineach Shares to the holders of BC0941092 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 Laidineach Shares upon such exercise;

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

“Laidineach Stock Option Plan” means the proposed common share purchase option plan of Laidineach, which is subject to BC0941092 Shareholder approval;

“New Shares” means the new class of common shares without par value which BC0941092 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 BC0941092 Shares;

“Parties” means, collectively, BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, 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;

“**Saibhir**” means Saibhir Art Acquisition Corp., a private company incorporated under the BCBCA;

“**Saibhir Commitment**” means the covenant of Saibhir to issue Saibhir Shares to the holders of BC0941092 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 Saibhir Shares upon such exercise;

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

“**Saibhir Stock Option Plan**” means the proposed common share purchase option plan of Saibhir, which is subject to BC0941092 Shareholder approval;

“**Share Distribution Record Date**” means the close of business on the day which is four Business Days after the date of the BC0941092 Meeting or such other date as agreed to by BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, which date establishes the BC0941092 Shareholders who will be entitled to receive Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares pursuant to this Plan of Arrangement;

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

“**Teaghlach**” means Teaghlach Asset Acquisition Corp., a private company incorporated under the BCBCA;

“**Teaghlach Commitment**” means the covenant of Teaghlach to issue Teaghlach Shares to the holders of BC0941092 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 Teaghlach Shares upon such exercise;

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

“**Teaghlach Stock Option Plan**” means the proposed common share purchase option plan of Teaghlach, which is subject to BC0941092 Shareholder approval;

“**Transfer Agent**” means Computershare Trust Company of Canada 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 BC0941092 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 BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, or Teaghlach, but subject to the provisions of Article 6:
- (a) BC0941092 will transfer the Assets to each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach in consideration for 8,576,567 shares from each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach (the "**Distributed Subsidiary Shares**"), such Distributed Subsidiary Shares to be multiplied by the Conversion Factor so that BC0941092 shall receive from each BC0941092 Subsidiary, in consideration for the Assets, the number of shares equal to the issued and outstanding BC0941092 Shares as of the Share Distribution Record Date. Thereafter, BC0941092 will be added to the central securities register of each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach in respect of such Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares;
 - (b) The authorized share capital of BC0941092 will be changed by:
 - (i) Altering the identifying name of the BC0941092 Shares to class "A" common shares without par value, being the BC0941092 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 BC0941092 Class A Preferred Shares;
 - (c) Each issued BC0941092 Share will be exchanged for one New Share and one BC0941092 Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the BC0941092 Shares will be removed from the central securities register of

BC0941092 and will be added to the central securities register as the holders of the number of New Shares and BC0941092 Class A Preferred Shares that they have received on the exchange;

- (d) All of the issued BC0941092 Shares will be cancelled with the appropriate entries being made in the central securities register of BC0941092 and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the BC0941092 Shares immediately prior to the Effective Date will be allocated between the New Shares and the BC0941092 Class A Preferred Shares so that the aggregate paid up capital of the BC0941092 Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Subsidiary Shares as of the Effective Date, and each BC0941092 Class A Preferred Share so issued will be issued by BC0941092 at an issue price equal to such aggregate fair market value divided by the number of issued BC0941092 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 BC0941092;
- (e) BC0941092 will redeem the issued BC0941092 Class A Preferred Shares for consideration consisting solely of the Distributed Subsidiary Shares such that each holder of BC0941092 Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares that is equal to the number of BC0941092 Class A Preferred Shares held by such holder multiplied by the Exchange Factor;
- (f) The name of each holder of BC0941092 Class A Preferred Shares will be removed as such from the central securities register of BC0941092, and all of the issued BC0941092 Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of BC0941092;
- (g) The Distributed Subsidiary Shares transferred to the holders of the BC0941092 Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of BC0941092 Class A Preferred Shares and appropriate entries will be made in the central securities registers of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach;
- (h) The BC0941092 Shares and the BC0941092 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 BC0941092 will be changed by eliminating the BC0941092 Shares, the BC0941092 Class A Preferred Shares, the Series A preferred shares, and the Series B preferred shares therefrom;
- (i) The Notice of Articles and Articles of BC0941092 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 BC0941092 Share Commitments will be exercisable for New Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one BC0941092 Share under a BC0941092 Share Commitment will result in the holder of the BC0941092 Share

Commitment receiving one New Share and such number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares equal to the number of New Shares so received multiplied by the Exchange Factor,

- (ii) Pursuant to the Acqua Commitment, the Breosla Commitment, the Forbairt Commitment, the Laidineach Commitment, the Saibhir Commitment, and the Teaghlach Commitment, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will issue the required number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, or Teaghlach Shares upon the exercise of BC0941092 Share Commitments as is directed by BC0941092, and
 - (iii) BC0941092 will, as agent for Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, collect and pay to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach a portion of the proceeds received for each BC0941092 Share Commitment so exercised, with the balance of the exercise price to be retained by BC0941092, as determined in accordance with §3.4 of the Arrangement Agreement;
- 3.2 Notwithstanding §3.1(e) and §3.1(j), no fractional Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares shall be distributed to the BC0941092 Shareholders or the holders of BC0941092 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 BC0941092 in its absolute discretion.
- 3.3 The holders of the BC0941092 Shares and the holders of New Shares and BC0941092 Class A Preferred Shares referred to in §3.1(c), and the holders of the BC0941092 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 BC0941092 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 BC0941092 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 CSE on the Effective Date.
- 3.5 All New Shares, BC0941092 Class A Preferred Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach 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 BC0941092 Shareholders, the Acqua Shareholder(s), the Breosla Shareholder(s), the Forbairt Shareholders, the Laidineach Shareholder(s), the Saibhir Shareholder(s), the Teaghlach Shareholder(s), and BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach 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 BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach 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 BC0941092 Shares shall be redeemed and re-designated as BC0941092 Class A Shares pursuant to §3.1(b)(i) and that the BC0941092 Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), BC0941092 shall not issue replacement share certificates representing the BC0941092 Class A Shares.
- 4.2 Recognizing that the Distributed Subsidiary Shares shall be transferred to the BC0941092 Shareholders as consideration for the redemption of the BC0941092 Class A Preferred Shares pursuant to §3.1(e), Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach shall issue one share certificate representing all of the Distributed Subsidiary Shares registered in the name of BC0941092, which share certificate shall be held by the Depositary until the Distributed Subsidiary Shares are transferred to the BC0941092 Shareholders and such certificate shall then be cancelled by the Depositary. To facilitate the transfer of the Distributed Subsidiary Shares to the BC0941092 Shareholders as of the Share Distribution Record Date, BC0941092 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 BC0941092 Shareholders in accordance with the terms of this Plan of Arrangement and Acqua, Breosla, Forbairt, Laidineach, Saibhir, or Teaghlach 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 BC0941092 Class A Preferred Shares issued to the BC0941092 Shareholders pursuant to §3.1(c) will be redeemed by BC0941092 as consideration for the distribution and transfer of the Distributed Subsidiary Shares under §3.1(e), BC0941092 shall issue one share certificate representing all of the BC0941092 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 BC0941092 Shareholders until such BC0941092 Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.
- 4.4 As soon as practicable after the Effective Date, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach shall cause to be issued to the registered holders of BC0941092 Shares as of the Share Distribution Record Date, share certificates representing the Acqua Shares, the Breosla Shares, the Forbairt Shares, the Laidineach Shares, the Saibhir Shares, and the Teaghlach 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 BC0941092 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 BC0941092 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 BC0941092 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 BC0941092 Shareholders who duly exercise Dissent Rights with respect to their BC0941092 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 BC0941092 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 BC0941092 Shareholder and shall receive New Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares on the same basis as every other non-dissenting BC0941092 Shareholder, and in no case shall BC0941092 be required to recognize such person as holding BC0941092 Shares on or after the Effective Date.
- 5.3 If a BC0941092 Shareholder exercises the Dissent Right, BC0941092 shall on the Effective Date set aside and not distribute that portion of the Distributed Subsidiary Shares that is attributable to the BC0941092 Shares for which the Dissent Right has been exercised. If the dissenting BC0941092 Shareholder is ultimately not entitled to be paid for their Dissenting Shares, BC0941092 shall distribute to such BC0941092 Shareholder his, her or its pro-rata portion of the Distributed Subsidiary Shares. If a BC0941092 Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then BC0941092 shall retain the portion of the Distributed Subsidiary Shares attributable to such BC0941092 Shareholder (the “**Non-Distributed Subsidiary Shares**”), and the Non-Distributed Subsidiary Shares shall be dealt with as determined by the board of directors of BC0941092 in its absolute discretion.

ARTICLE 6 AMENDMENTS

- 6.1 BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach 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 BC0941092 Meeting, approved by the Court; and

(iii) communicated to holders of BC0941092 Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach 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 BC0941092 at any time prior to the BC0941092 Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the BC0941092 Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.3 BC0941092, 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 BC0941092 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 BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, 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 BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach or any former holder of BC0941092 Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares, as the case may be.

ARTICLE 7
REFERENCE DATE

7.1 This plan of arrangement is dated for reference the _____ day of _____, 2014.

SCHEDULE "A" TO THE PLAN OF ARRANGEMENT

SPECIAL RIGHTS AND RESTRICTIONS FOR BC0941092 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 May 5, 2014, and as amended and restated on June 25, 2014, between 0941092 B.C. Ltd. (the "**Company**"), Acqua Export Acquisition Corp., Breosla Oil Acquisition Corp., Forbairt Development Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition 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"

BC0941092 ASSETS TO BE TRANSFERRED TO ACQUA EXPORT ACQUISITION CORP.

Letter of intent with CDN Water Corp. dated February 6, 2014

BC0941092 ASSETS TO BE TRANSFERRED TO BREOSLA OIL ACQUISITION CORP.

Letter of intent with Global Energy Enhancement Corp. dated October 28, 2013

**BC0941092 ASSETS TO BE TRANSFERRED TO FORBAIRT DEVELOPMENT ACQUISITION
CORP.**

Letter of intent with Genesis Income Properties, Inc. dated April 2, 2014

**BC0941092 ASSETS TO BE TRANSFERRED TO LAIDINEACH INVESTMENT ACQUISITION
CORP.**

Letter of intent with RTrees Producers Limited dated April 29, 2014

BC0941092 ASSETS TO BE TRANSFERRED TO SAIBHIR ART ACQUISITION CORP.

Letter of intent with Artcontent Publishing Limited dated May 1, 2013

BC0941092 ASSETS TO BE TRANSFERRED TO TEAGHLACH ASSET ACQUISITION CORP.

Letter of intent with Network Immunology dated May 15, 2014

SCHEDULE "C"

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF ACQUA EXPORT ACQUISITION CORP.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June, 2014, 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"

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF BREOSLA OIL ACQUISITION CORP.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June, 2014, 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"

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF FORBAIRT DEVELOPMENT ACQUISITION CORP.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June, 2014, 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"

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF LAIDINEACH INVESTMENT ACQUISITION CORP.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June, 2014, 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"

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF SAIBHIR ART ACQUISITION CORP.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June, 2014, 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"

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN
OF TEAGHLACH ASSET ACQUISITION CORP.**

"BE IT RESOLVED THAT:

1. The stock option plan of the Corporation, as described in this management information circular of the Corporation dated June, 2014, 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."

No. S-144941
Vancouver Registry

RE: ARRANGEMENT AMONG 0941092 B.C. LTD. (THE "PETITIONER"), ACQUA EXPORT ACQUISITION CORP., BREOSLA OIL ACQUISITION CORP., FORBAIRT DEVELOPMENT ACQUISITION CORP., LAIDINEACH INVESTMENT ACQUISITION CORP., SAIBHIR ART ACQUISITION CORP., TEAGHLACH ASSET ACQUISITION CORP., AND THE SHAREHOLDERS OF 0941092 B.C. LTD.

ORDER

Mouane Sengsavang
Buttonwood Law Corporation
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