

AMALGAMATION AGREEMENT

This amalgamation agreement dated October 20, 2014.

BETWEEN:

MOSHI MOUNTAIN INDUSTRIES LTD., a company duly incorporated under the laws of the Province of British Columbia and having an office in the City of Vancouver (hereafter referred to as “**Moshi**”)

-and-

MOSHING CAPITAL INC., a corporation duly incorporated under the laws of the Province of British Columbia and having an office in the City of Vancouver (hereafter referred to as “**Moshing**”)

WHEREAS upon the terms and subject to the conditions set out in this Agreement, the parties intend to effect an amalgamation whereby, among other things, Moshi and Moshing will combine and continue as one corporation upon and subject to the terms and conditions hereof;

AND WHEREAS the board of directors of each of Moshi and Moshing has determined that it would be in the best interests of each corporation and the best interests of their respective shareholders to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms will have corresponding meanings:

“**Agreement**”, “**this Agreement**”, “**herein**”, “**hereto**” and “**hereof**” and similar expressions refer to this Agreement, as the same may be amended or supplemented from time to time and, where applicable, to the appropriate Schedules hereto;

“**Amalco**” has the meaning set out in section 2.1;

“**Amalco Options**” means options to acquire Amalco Shares to be issued by Amalco in conjunction with the completion of the Amalgamation;

“**Amalco Shares**” means the common shares of Amalco as provided for in the Articles and Notice of Articles;

“**Amalco Warrants**” means warrants exercisable into Amalco Shares to be issued by Amalco in conjunction with the completion of the Amalgamation;

“**Amalgamation**” means the amalgamation of Moshi and Moshing contemplated by this Agreement;

“**Amalgamation Application**” means, collectively a (i) Form 13 Amalgamation Application without Court Approval together with the signatures of the authorized signatories of each of Moshi and Moshing, (ii) a statutory declaration of an officer or director of each of Moshi and Moshing, (iii) a covering letter to Registrar of Companies for an application for amalgamation, and (iv) the applicable filing fee payable to the Minister of Finance;

“**Amalgamation Resolutions**” means the respective special resolutions of Moshi shareholders and Moshing shareholders approving the Amalgamation, as required by the BCBCA;

“**Applicable Laws**” means applicable corporate laws, including the BCBCA, and all securities laws, regulations and rules, all policies thereunder and rules of applicable stock exchanges;

“**Articles and Notice of Articles**” means the Articles and Notice of Articles of Amalco substantially in the form set out in Schedule A hereto;

“**Authorization**” means any order, permit, approval, consent, waiver, license, certificates, registrations or similar authorization of any Governmental Authority having jurisdiction;

“**BCBCA**” means the *Business Corporations Act* (British Columbia) as in effect as of the date hereof and as amended, including regulations promulgated thereunder;

“**Business Day**” means any day, other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

“**Certificate of Amalgamation**” means the certificate of amalgamation issued by the Registrar under the BCBCA giving effect to the Amalgamation;

“**Closing**” means the completion of the Amalgamation;

“**Contract**” means any agreement, contract, licence, undertaking, option, engagement, or commitment of any nature, written or oral, including any: (i) lease of personal property, (ii) derivative contract, and (iii) restrictive agreement or negative covenant agreement;

“**Dissent Rights**” means the right of dissent in respect of the Amalgamation Resolutions provided pursuant to the BCBCA;

“**Dissenting Shareholders**” means a Moshi Shareholder or Moshing Shareholder, as the case may be, who exercises Dissent Rights in connection with the Amalgamation Resolutions and has sent to Moshi or Moshing, as the case may be, a written objection and a demand for payment within the time limits and in the manner prescribed by Part 8, Division 2 of the BCBCA;

“**Effective Date**” means the date of registration or filing indicated upon the Certificate of Amalgamation upon filing of the Form 13 Amalgamation Application;

“**Effective Time**” means 12:01 a.m. (Pacific Standard Time) on the Effective Date;

“**Moshi Financial Statements**” means the audited financial statements of Moshi for the period from incorporation until August 31, 2014;

“**Moshi Governing Documents**” means the certificate of incorporation, notice of articles and articles of Moshi and all amendments thereto;

“**Moshi Meeting**” means the special meeting of Moshi Shareholders to be held to consider the Amalgamation and all things necessary to effect the Amalgamation transaction;

“**Moshi Optionholders**” means the holders of Moshi Options;

“**Moshi Options**” means options to purchase Moshi Shares;

“**Moshi Property**” refers to the mineral properties known as the Kwedilima Cheetah Property for which Moshi has an option to acquire an 80% interest as more particularly described in Schedule E;

“**Moshi Shareholders**” means the holders of Moshi Shares;

“**Moshi Shares**” means the common shares of Moshi as presently constituted and, for greater certainty, before giving effect to the Amalgamation;

“**Moshi Warrantholders**” means the holders of Moshi Warrants;

“**Moshi Warrants**” means the outstanding warrants of Moshi as presently constituted;

“**Moshing Financial Statements**” means the unaudited interim financial statements of Moshing for the period from date of incorporation to August 31, 2014, together with the notes thereto;

“**Moshing Governing Documents**” means the Certificate of Incorporation and articles of incorporation of Moshing and all amendments thereto;

“**Moshing Meeting**” means the special meeting of Moshing Shareholders to be held to consider the Amalgamation and all things necessary to effect the Amalgamation;

“**Moshing Optionholders**” means the holders of Moshing Options;

“**Moshing Options**” means options to purchase Moshing Shares;

“**Moshing Shareholders**” means the holders of Moshing Shares;

“**Moshing Shares**” means the common shares of Moshing as presently constituted;

“**Moshing Warrantholders**” means the holders of Moshing Warrants;

“**Moshing Warrants**” means the outstanding warrants of Moshing as presently constituted;

“**Governmental Authority**” means any (i) international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board or authority of any of the foregoing; (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iv) stock exchange or securities market;

“**IFRS**” means the International Financial Reporting Standards.

“**Material Adverse Effect**” means, when used in connection with Moshi or Moshing, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of the company, taken as a whole, and which change or effect may reasonably be expected to materially reduce the value of the equity securities of the company (other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by the company to the other party prior to the date hereof; (ii) resulting from conditions affecting the renewable energy and mineral resources industry as a whole; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

“**Ordinary Course**” means, with respect to any actions taken by Moshi or Moshing, as applicable, that such action is consistent with the past practices of Moshi or Moshing, as applicable, and is taken in the ordinary course of the normal day to day operations of Moshi or Moshing, as applicable;

“**Person**” means and includes an individual, firm, sole proprietorship, partnership, joint venture, venture capital or hedge fund, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, trust, body corporate (including a limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, Governmental Authority, syndicate or other entity, whether or not having legal status;

“**Registrar**” means the Registrar of the Corporate Registry, the administrator of the BCBCA;

“**Regulations**” means all statutes, laws, rules, orders, directives and regulations in effect from time to time and made by governments or governmental agencies having jurisdiction over Moshi or Moshing, as applicable;

“**Securities Laws**” means any applicable Canadian provincial securities laws and any other applicable securities laws;

“**Tax Act**” means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time;

“**Taxes**” means all taxes, however determined, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any federal, provincial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes including, but not limited to, federal income taxes and provincial income taxes, capital, payroll and employee withholding taxes, labour taxes, employment insurance, social insurance taxes, sales and use taxes, *ad valorem* taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers’ compensation and other governmental charges, and other obligations of the same or of a similar nature;

“**Transfer Agent**” means Equity Financial Trust Company.

1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

In the absence of a specific designation of any currency, any dollar amount referenced herein shall be deemed to refer to lawful currency of Canada.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made.

1.5 Date for any Action

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

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.7 Attornment

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

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under the International Financial Reporting Standards and all determinations of an accounting nature required to be made shall be made in a manner consistent with the International Reporting Standards applied on a consistent basis.

1.9 Inclusive Terminology

Whenever used in this Agreement, the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitations, but rather shall mean “includes but is not limited to” and “including but not limited to”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive.

1.10 Knowledge

In this Agreement, whenever a representation or warranty is made on the basis of the knowledge or awareness of Moshi or Moshing, as the case may be, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the officers of Moshi or Moshing, as the case may be, after that officer has made all inquiries and investigations in order to obtain or improve his or her knowledge or awareness in respect to the applicable matter, condition or circumstance that a reasonable and prudent individual seeking to diligently and in good faith make true and accurate disclosures, representations and warranties in respect to the applicable matter, condition or circumstances would make.

1.11 Incorporation of Schedules

Schedule A	Amalgamation Application, Notice of Articles and Articles
Schedule B	Warrants and Options Outstanding
Schedule C	Financial Commitments
Schedule D	Material Contracts
Schedule E	Moshi Property
Schedule F	Moshing Assets

**ARTICLE 2
THE AMALGAMATION**

2.1 Amalgamation

Moshi and Moshing agree to amalgamate, pursuant to the provisions of the BCBCA, and to continue as one corporation (“Amalco”) effective as of the Effective Date, or such other date as the boards of directors of Moshi and Moshing may mutually determine, upon and subject to the terms and conditions set out in this Agreement.

**ARTICLE 3
AMALCO**

2.2 Name

The name of Amalco shall be “Moshi Mountain Industries Ltd.” or such other name as the board of directors may designate and approve.

2.3 Registered and records office address

The registered and records office address of Amalco shall be located at 700 - 595 Howe Street, Vancouver, BC V6C 2T5, unless changed in accordance with the BCBCA.

2.4 Authorized share capital

Amalco shall be authorized to issue an unlimited number of common shares and an unlimited number of preferred shares without par value. The rights, privileges, restrictions and conditions attaching to the shares shall be as set forth in Schedule A to this Agreement.

2.5 Restrictions on business

There shall be no restrictions on the business that Amalco is authorized to carry on or on the powers Amalco may exercise.

2.6 Number of directors

The number of directors of Amalco, until changed in accordance with the Articles of Amalco, shall be three.

2.7 Initial directors and officers

The first directors of Amalco shall be the persons whose names and addresses appear below:

Full Name	Prescribed Address
Souhail Abi Farrage	Unit 17 6518 121 Street, Surrey, BC V3W 1C4
Gurminder Sangha	14890 66A Street, Surrey, BC V3S 9Y6

Such directors shall hold office until the next annual meeting of shareholders of Amalco or until their successors are elected or appointed. The first two directors shall have the right fill the one vacancy.

The full names and offices of the first officers of the Amalco are:

Full Name	Office
Souhail Abi Farrage	CEO
Gurminder Sangha	CFO

2.9 First auditors

The first auditors of Amalco shall be Kanester Johal, Chartered Accountants, of Burnaby, British Columbia, or such other accounting or auditing firm as may be agreed to by the parties. The first auditors of Amalco shall hold office until the first annual meeting of Amalco following the Amalgamation or until their successors are elected or appointed.

2.10 Notice of Articles and Articles

The Articles of Amalco, until repealed, amended or altered, shall be the Articles set forth in Schedule A hereto. The Notice of Articles of Amalco, until amended or altered, shall be the Notice of Articles contained in the Amalgamation application.

2.11 Articles

The articles of Amalco shall be the articles attached as Schedule A to this Amalgamation Agreement.

2.12 Exchange of Shares

As at the Effective Time,

- (a) Moshi Shareholders will receive one (1) Amalco Share in exchange for every one (1) Moshi Share, and all the Moshi Shares will be cancelled;
- (b) Moshing Shareholders will receive one (1) Amalco Share in exchange for every one (1) Moshing Shares, and all the Moshing Shares will be cancelled;

The total number of shares in the Amalco that Moshing Shareholders will receive shall not exceed 2,600,002. The total number of shares in the Amalco that Moshi Shareholders will receive shall not exceed 457,753.

Neither Moshi nor Moshing has any Options or Warrants outstanding.

2.13 Fractional shares

No fractional shares will be issued upon the Amalgamation and in the event that a Moshi Shareholder or a Moshing Shareholder would, but for this paragraph, have been entitled on the Amalgamation to receive a fraction of an Amalco Share in exchange for Moshi Shares or Moshing Shares, registered in such holder's name, the number of Amalco Shares issuable to such holder will be rounded up to the nearest whole number.

2.14 Stated capital accounts

Subject to reduction to effect payments made to Dissenting Shareholders as hereinafter set forth, the aggregate paid-up capital in the records of Amalco shall be the aggregate of the paid-up capital as defined in the Tax Act of Moshi and Moshing immediately prior to the Effective Time. The amount of paid-up capital attributable to the Amalco Shares shall be adjusted to reflect payments that may be made to Dissenting Shareholders.

2.15 Dissenting Shareholders

Moshi Shares or Moshing Shares which are held by a Dissenting Shareholder shall not be converted into Amalco Shares. However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under section 238 of the BCBCA or forfeits its right to make a claim under the BCBCA or if its rights as a shareholder of Moshi or Moshing, as the case may be, are otherwise reinstated, such Moshi Shares or Moshing Shares, as the case may be, shall be deemed to have been exchanged as of the Effective Date for Amalco Shares as prescribed in Section 2.12.

2.17 Contribution of assets

Except for the assets to be disposed of by Moshi pursuant to Article 8.1(e) of this Agreement, each of Moshi and Moshing shall contribute to Amalco all its assets, subject to its liabilities, as such exist before the Effective Time.

2.18 Property of Amalco

Amalco shall possess all the property, rights, privileges and franchises and shall be subject to all the liabilities, contracts, disabilities and debts of each of Moshi and Moshing as they exist immediately before the Effective Time.

2.19 Share Certificates

Share certificates or direct registration statements shall be issued in respect of the Amalco Shares as at the Effective Date, and all the Certificates issued by Moshi for Moshi Shares and all of the Certificates issued by Moshing for Moshing Shares shall be deemed to be cancelled as at the Effective Date.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF MOSHI

Moshi represents and warrants to Moshing as follows and acknowledges and confirms that Moshing is relying on such representations and warranties in connection with its entering into the Amalgamation:

- (a) **Incorporation.** Moshi has been validly incorporated and is existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Material Adverse Effect;
- (b) **Due Authorization, etc.** Moshi has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Moshi and constitutes a valid and binding agreement enforceable against Moshi in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;
- (c) **Moshi Property.** Moshi has an option agreement, which is in good standing, with respect to the Moshi Property described in in Schedule E of this Agreement. All agreements by which Moshi holds an interest in the Moshi Property and assets are in good standing under Applicable Laws and all filings and work commitments required to maintain the Moshi Property and assets in good standing have been properly recorded and filed in a timely manner with the appropriate Governmental Authority and there are no Encumbrances or any other interests in or on such Moshi Property and assets except as disclosed herein. Moshi has conducted and is conducting its business in material compliance with all Applicable Laws, including all Governmental Authority authorizations and instructions, whether in writing or oral, relating to the Moshi Property and assets. Without limiting the generality of the foregoing, Moshi has obtained all licenses and permits necessary for the operation of the business of Moshi, has not taken any action which would impair the ability of Moshi to obtain necessary licenses or permits in the future for the continued operation of such business, in accordance with Applicable Laws and requirements of all Governmental Authorities;
- (d) **Litigation.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Moshi, pending

or threatened against or relating to Moshi, or affecting the Moshi Property or its material assets and there is not presently outstanding against Moshi any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

- (e) **Bankruptcy, etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by Moshi or, to the knowledge of Moshi, are pending against Moshi;
- (f) **Financial Statements.** The Moshi Financial Statements have been prepared in accordance with the IFRS, as may be required by the Exchange and by the British Columbia Securities Commission and present fairly, in all material respects, the financial position of Moshi as at the date of such financial statements;
- (g) **Liabilities.** Except those set out in the Moshi Financial Statements referred to above, Moshi has no material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, and whether due or to become due or asserted or, to its knowledge, unasserted, whether or not required by the IFRS to be reflected in, reserved against or otherwise described in the balance sheet of Moshi (including the notes thereto), which constitute a Material Adverse Effect, and Moshi has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person save and except with regard to the indemnification of its directors and officers under the BCBCA;
- (h) **Absence of Conflict.** None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:
 - (i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of Moshi;
 - (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Moshi is a party or by which it is bound or to which its property is subject, all as of the Effective Time;
 - (iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by Moshi, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of Moshi under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or
 - (iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to Moshi;

that would, individually or in the aggregate, have a material adverse effect on Moshi or materially impair the ability of Moshi to perform its obligations hereunder or prevent or materially delay the Amalgamation or any of the transactions contemplated hereby;

- (i) **Taxes.** As of the date of this Agreement, Moshi:
 - (i) has duly and in a timely manner filed all Tax returns and reports required by Applicable Laws to have been filed by it, has duly reported all income and other amounts required to be reported and has paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority. Moshi has duly and in a timely manner paid, deducted, withheld, collected and remitted all Taxes required to be paid, deducted, withheld, collected or remitted by it and has made full provision, in accordance with the IFRS (as

may be required by the Exchange and the British Columbia Securities Commission), for (including properly accruing and reflecting on its books and records) all Taxes that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement. The Moshi Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on Moshi, or their property or rights, arising out of operations on or before the date of the balance sheet set forth in the Moshi Interim Financial Statements in accordance with the IFRS (as may be required by the Exchange and the British Columbia Securities Commission), regardless of whether such amounts are payable before or after the Effective Date. No deficiency in payment of any Taxes for any period has been asserted by any Governmental Authority and remains unsettled at the date hereof. There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of Moshi, contemplated against Moshi in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes; and

(ii) is a “taxable Canadian corporation” within the meaning of the *Income Tax Act* (Canada).

- (j) **Restrictions on Amalgamation.** Moshi is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict Moshi from entering into and completing the Amalgamation;
- (k) **Voting Agreements.** Moshi is not a party to any agreement nor, to Moshi’s knowledge, is there any agreement, which in any manner affects the voting control of any of the securities of Moshi;
- (l) **Books and Records.** The corporate records and minute books of Moshi contain or, at or prior to the Amalgamation will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF MOSHING

Moshing represents and warrants to Moshi as follows and acknowledges and confirms that Moshi is relying on such representations and warranties in connection with its entering into the Amalgamation:

- (a) **Incorporation.** Moshing has been validly incorporated and is existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Material Adverse Effect;
- (b) **Due Authorization.** Moshing has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Moshing and constitutes a valid and binding agreement enforceable against Moshing in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors’ rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;
- (c) **Litigation.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Moshing, pending or threatened against or relating to Moshing, or affecting its material assets and there is not presently outstanding against Moshing any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

- (d) **Bankruptcy, etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by Moshing or, to the knowledge of Moshing, are pending against Moshing;
- (e) **Financial Statements.** The Moshing Financial Statements have been prepared in accordance with the International Financial Reporting Standards and present fairly, in all material respects, the financial position of Moshing as at the date of such financial statements;
- (f) **Liabilities.** Except those set out in the Moshing Financial Statements referred to above, and the statement of payables and expenses prepared by management for the subsequent period accepted by Rift under its agreement to cover Moshing expenses, Moshing has no material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, and whether due or to become due or asserted or, to its knowledge, unasserted, whether or not required by the IFRS to be reflected in, reserved against or otherwise described in the balance sheet of Moshing (including the notes thereto), which constitute a Material Adverse Effect, and Moshing has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person save and except with regard to the indemnification of its directors and officers under the BCBCA;
- (g) **Absence of Conflict.** None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:
 - (i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of Moshing;
 - (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Moshing is a party or by which it is bound or to which its property is subject, all as of the Effective Time;
 - (iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by Moshing, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of Moshing under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or
 - (iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to Moshing;

that would, individually or in the aggregate, have a material adverse effect on Moshing or materially impair the ability of Moshing to perform its obligations hereunder or prevent or materially delay the consummation of any of the transactions contemplated hereby;

- (e) **Taxes.** As of the date of this Agreement, Moshing:
 - (i) has duly and in a timely manner filed all Tax returns and reports required by Applicable Laws to have been filed by it, has duly reported all income and other amounts required to be reported and has paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority. Moshing has duly and in a timely manner paid, deducted, withheld, collected and remitted all Taxes required to be paid, deducted, withheld, collected or remitted by it and has made full provision, in accordance with the International Financial Reporting Standards (as may be required by the Exchange and the British Columbia Securities Commission), for (including properly accruing and reflecting

on its books and records) all Taxes that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement. The Moshing Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on Moshing, or their property or rights, arising out of operations on or before the date of the balance sheet set forth in the Moshing Financial Statements in accordance with the International Financial Reporting Standards (as may be required by the Exchange and the British Columbia Securities Commission), regardless of whether such amounts are payable before or after the Effective Date. No deficiency in payment of any Taxes for any period has been asserted by any Governmental Authority and remains unsettled at the date hereof. There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of Moshing, contemplated against Moshing in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes; and

(ii) is a “taxable Canadian corporation” within the meaning of the *Income Tax Act* (Canada);

- (i) **Restrictions on Amalgamation.** Moshing is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict Moshing from entering into and completing the Amalgamation;
- (j) **Voting Agreements.** Moshing is not a party to any agreement nor, to Moshing’s knowledge, is there any agreement, which in any manner affects the voting control of any of the securities of Moshing; and
- (k) **Books and Records.** The corporate records and minute books of Moshing contain or, at or prior to the Amalgamation will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.
- (l) **Public Disclosure Documents.** To the best of its knowledge, Moshing is current in the filing of all public disclosure documents required to be filed by Moshing under applicable Securities Laws and stock exchange rules and there are no filings that have been made thereunder on a confidential basis;
- (m) **No Misrepresentation.** To the best of management’s knowledge, information and belief, after having made reasonable inquiries, no portion of the public disclosure documents filed by Moshing under applicable Securities Laws contained a misrepresentation (as such term is defined in the *Securities Act* (British Columbia)) as at its date of public dissemination; and
- (n) **Compliance with Securities Laws.** To the best of management’s knowledge, information and belief, after having made reasonable inquiries, Moshing is compliant with applicable Securities Laws, rules and regulations and its public disclosure documents are complete and accurate.

ARTICLE 5 COVENANTS OF MOSHI

5.1 Moshi covenants in favour of Moshing that, during the period from the date hereof to the Effective Date, Moshi shall:

- (a) **Conduct Business in the Ordinary Course.** Moshi will conduct its business and its operations and affairs only in the Ordinary Course, and Moshi will not, without the prior written consent of Moshing, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or

other obligation of Moshi contained herein or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation;

- (b) **Corporate Action.** Moshi will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to secure the approval of the Amalgamation, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement, and to cause all necessary meetings of directors and shareholders of Moshi to be held for such purpose. In particular, Moshi will convene and hold the Moshi Meeting for the purposes of approving, this Agreement;
- (d) **Shareholder Approval.** Moshi will obtain the required shareholder approval of this Amalgamation Agreement;
- (e) **Regulatory Consents.** Moshi will use its commercially reasonable efforts to obtain, prior to the Amalgamation, from all appropriate Governmental Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement;
- (f) **Contractual Consents.** Moshi will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which Moshi is a party or by which it is bound to consummate the transactions contemplated hereby; and
- (g) **Preserve Goodwill.** Moshi will use its commercially reasonable efforts to preserve intact its business and the operations and affairs of Moshi and to carry on its business and the affairs of Moshi in the Ordinary Course, and to promote and preserve for the goodwill of suppliers, customers and others having business relations with Moshi.
- (h) **Costs of Amalgamation.** Moshing will pay all of the costs of this amalgamation and all of the costs incurred by Moshi's parent company True Zone Resources Inc. for the amalgamation and related transactions, including all of Moshi's expenses, filing fees (including Exchange fees, SEDAR fees and fees due to the BC Securities Commission), legal fees, accounting fees, Transfer Agent fees and any other necessary fees incurred by True Zone Resources Inc. to complete this amalgamation but not the costs of the arrangement which are covered by True Zone Resources Inc.

ARTICLE 6 COVENANTS OF MOSHING

6.1 Moshing covenants in favour of Moshi that, during the period from the date hereof to the Effective Date, Moshing shall:

- (a) **Conduct Business in the Ordinary Course.** Moshing will conduct its business and its operations and affairs only in the Ordinary Course, and Moshing will not, without the prior written consent of Moshi, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of Moshing contained herein or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation;
- (b) **Corporate Action.** Moshing will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to secure the approval of the Amalgamation, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement, and to cause all necessary meetings of directors and shareholders of

Moshing to be held for such purpose. In particular, Moshing will convene and hold the Moshing Meeting for the purposes of approving this Agreement.

- (c) **Regulatory Consents.** Moshing will use its commercially reasonable efforts to obtain, prior to the Amalgamation, from all appropriate Governmental Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement;
- (d) **Contractual Consents.** Moshing will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which Moshing is a party or by which it is bound to consummate the transactions contemplated hereby;
- (e) **Preserve Goodwill.** Moshing will use its commercially reasonable efforts to preserve intact its business and the property, assets, operations and affairs of Moshing and to carry on its business and the affairs of Moshing in the Ordinary Course, and to promote and preserve for the goodwill of suppliers, customers and others having business relations with Moshing, and to comply with Article 9 hereon.
- (f) **Circular.** Moshing will file and distribute to the Moshing Shareholders in a timely and expeditious manner, the Moshing Information Circular, and any amendments or supplements to the Moshing Information Circular, as required by Applicable Law in all jurisdictions where the same is required, compliant in all material respects with all applicable legal requirements on the date of issue thereof. Moshing shall include in the Moshing Information Circular the unanimous recommendation of the board of directors that Moshing Shareholders vote in favour of the Amalgamation, provided that such recommendation shall not have changed, modified or been withdrawn by the board of directors in order to satisfy fiduciary or other legal obligations;

ARTICLE 7 PREPARATION OF FILINGS

7.1 Moshi and Moshing shall use their respective commercially reasonable efforts to co-operate promptly in the preparation, seeking and obtaining of all circulars, filings, consents, regulatory approvals and other approvals and other matters in connection with this Agreement and the Amalgamation.

7.2 Each of Moshi and Moshing:

- (a) shall furnish to the other promptly all such information concerning it and its shareholders as may be reasonably required and, in the case of shareholders, as may be available to it, to effect the transactions contemplated by the Amalgamation;
- (b) covenants that no information furnished by it, including information to the best of its knowledge concerning shareholders, in connection with such actions, including the disclosure to be included in the Moshi Information Circular, will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in light of the circumstances in which it is furnished.

7.3 Each of Moshi and Moshing shall promptly notify the other if at any time before the Effective Time it becomes aware that any disclosure concerning it in the Moshi Information Circular or any other document required to be filed in connection with the Amalgamation contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Moshi Information Circular or any such application or other document. In any such event, Moshi and Moshing shall, subject to the terms and conditions of this Agreement, co-operate in the preparation of an amendment or supplement to the Moshi Information Circular or such application or other document, as required, and if required,

shall cause the same to be distributed to the Moshi Shareholders and/or filed with the relevant regulatory authorities or other Governmental Authorities.

ARTICLE 8 CONDITIONS OF CLOSING

8.1 **Mutual Conditions Precedent.** The respective obligations of the parties hereto to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Effective Date, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other or others of such conditions:

- (a) evidence that Moshi and Moshing have obtained all consents, approvals and authorizations (including, without limitation, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the transactions contemplated herein on terms and conditions reasonably satisfactory to Moshi and Moshing;
- (b) a special resolution shall have been passed by the Moshi Shareholders duly approving the Continuance and the Amalgamation in form and substance satisfactory to Moshi and Moshing, each acting reasonably;
- (c) a special resolution shall have been passed by the Moshing Shareholders approving the Amalgamation, in form and substance satisfactory to Moshi and Moshing, each acting reasonably;
- (d) the Amalgamation shall have been approved by the board of directors of Moshi and Moshing, respectively, immediately prior to the Effective Date;
- (e) Moshi shall have transferred all the rights, interests, claims and options held by Moshi in the assets of Moshi which are set out in Schedules D and E attached hereto to a subsidiary, affiliated company, or other assignee or nominee company, or any combination thereof, in addition to taking all necessary steps permitted by law and any and all necessary corporate actions to spin off any other existing assets held by Moshi prior to amalgamation, as deemed necessary and advisable in the sole discretion of the board of directors of Moshi;
- (f) the Arrangement Agreement dated October 20, 2014 among True Zone Resources Inc., ("True Zone"), and Patch Industries Ltd. ("Patch"), Frond Resources Ltd. ("Frond"), Oak Cliff Resources Ltd. ("Oak"), Moshi Mountain Industries Ltd. ("Moshi"), Elm Resources Ltd. ("Elm") (collectively "True Zone Subsidiaries") and Patchouli Capital Inc. ("Patchouli Capital"), Frond Capital Inc. ("Frond Capital"), Oak Cliff Capital Inc. ("Oak Capital"), Moshing Capital Inc. ("Moshing Capital") and Elmira Capital Inc. ("Elmira Capital") (collectively "Capital Companies") shall have been approved by the shareholders of True Zone and the Supreme Court of British Columbia.
- (g) there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or governmental authority or similar agency, domestic or foreign, that:
 - (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transaction contemplated in this Agreement which are necessary to complete the Amalgamation; or
 - (ii) results in a judgment or assessment of material damage directly or indirectly relating to the transactions contemplated herein; or
 - (iii) which would have a Material Adverse Effect on the completion of the Amalgamation; and

8.2 **Conditions to Obligations of Moshing.** The obligation of Moshing to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) the review to the sole satisfaction of Moshing and its legal counsel and other representatives of the financial condition, business, properties, title, assets and affairs of Moshi;
- (b) no Material Adverse Change in the business, affairs, liabilities, financial condition, assets or results of operations of Moshi shall have occurred between the date of the latest available financial statements and the Effective Date;
- (c) Moshing shall have received certified copies of the resolutions of the board of directors of Moshi authorizing the execution, delivery and performance of Moshi's obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of Moshi;
- (d) Moshing shall have received a certificate of good standing for Moshi;
- (e) the representations and warranties of Moshi set forth in Article 3 are true and correct as of the Effective Date and Moshing shall have received a certificate of Moshi addressed to Moshing and dated the Effective Date signed on behalf of Moshi by a senior executive officer of Moshi (on Moshi's behalf and without personal liability) confirming the same as at the Effective Date;
- (f) the covenants of Moshi contained in Article 5 hereof shall have been complied with in all material respects and Moshing shall have received a certificate of Moshi addressed to Moshing and dated the Effective Date signed on behalf of Moshi by a senior executive officer of Moshi (on Moshi's behalf and without personal liability) confirming the same as at the Effective Date;
- (g) Moshing shall have received copies of the Moshi Financial Statements, such financial statements to be in form and substance satisfactory to Moshing;
- (h) Moshing shall have received a legal opinion as customarily provided in transactions similar to the Amalgamation, from Moshi's legal counsel dated the Effective Date and in a form satisfactory to Moshing and its counsel, acting reasonably;
- (j) Moshing shall have received a certificate of the Transfer Agent outlining the number of issued and outstanding Amalco Shares.

The conditions described above are for the exclusive benefit of Moshing and may be asserted by Moshing regardless of the circumstances, or may be waived by Moshing in its sole discretion, in whole or in part, at any time and from time to time prior to the Effective Time without prejudice to any other rights which Moshing may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Moshi.

8.3 **Conditions to Obligations of Moshi.** The obligation of Moshi to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) the review to the sole satisfaction of Moshi and its legal counsel and other representatives of the financial condition, business, properties, title, assets and affairs of Moshing;
- (b) no Material Adverse Change in the business, affairs, liabilities, financial condition, assets or results of operations of Moshing shall have occurred between the date of the latest available financial statements and the Effective Date and Moshing shall not be in breach of any applicable securities laws;

- (c) Moshi shall have received certified copies of the resolutions of the board of directors of Moshing authorizing the execution, delivery and performance of Moshing's obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of Moshing;
- (d) Moshi shall have received a certificate of good standing for Moshing;
- (e) the representations and warranties of Moshing set forth in Article 4 are true and correct as of the Effective Date and Moshi shall have received a certificate of Moshing addressed to Moshi and dated the Effective Date signed on behalf of Moshing by a senior executive officer of Moshing (on Moshing's behalf and without personal liability) confirming the same as at the Effective Date;
- (f) the covenants of Moshing contained in Article 6 hereof shall have been complied with in all material respects and Moshi shall have received a certificate of Moshing addressed to Moshi and dated the Effective Date signed on behalf of Moshing by a senior executive officer of Moshing (on Moshing's behalf and without personal liability) confirming the same as at the Effective Date;
- (g) Moshi shall have received copies of the Moshing Financial Statements, such financial statements to be in form and substance satisfactory to Moshi;
- (h) Moshi shall have received a legal opinion as customarily provided in transactions similar to the Amalgamation, from Moshing's legal counsel dated the Effective Date and in a form satisfactory to Moshi and its counsel, acting reasonably.

The conditions described above are for the exclusive benefit of Moshi and may be asserted by Moshi regardless of the circumstances, or may be waived by Moshi in its sole discretion, in whole or in part, at any time and from time to time prior to the Effective Time without prejudice to any other rights which Moshi may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Moshing.

8.4 **Merger of Conditions.** Upon issuance of the certificate of amalgamation under the BCBCA by the Registrar in respect of the Amalgamation, all conditions set forth in this Article 8 shall be deemed to have been satisfied or waived.

ARTICLE 9 CONDUCT OF BUSINESS

9.1 Each of Moshi and Moshing covenants and agrees that, during the period from the date of this Agreement until the earlier of: (i) the Closing; or (ii) the date that this Agreement is terminated, unless the parties shall otherwise agree in writing, except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

- (a) the business of each of Moshi and Moshing shall be conducted only in, and Moshi and Moshing shall not take any action except in, the usual and Ordinary Course of business and consistent with past practice, and Moshi and Moshing shall use all commercially reasonable efforts to maintain and preserve their business organization, assets, officers and advantageous business relationships;
- (b) each of Moshi and Moshing shall not directly or indirectly do or permit to occur any of the following: (i) amend the Moshi Governing Documents or Moshing Governing Documents except pursuant to this Agreement; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any Moshi Shares or Moshing Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Moshi Shares or Moshing Shares, other than as set out in this Agreement; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (v) split, combine or reclassify any of its shares except as set out in this Agreement; (vi) adopt a plan of liquidation

or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Moshi or Moshing; (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

- (c) each of Moshi and Moshing has not, and shall not, other than as disclosed herein, without prior consultation with and the consent of the other party (such consent not to be unreasonably withheld), directly or indirectly do any of the following other than in the ordinary course of its business: (i) sell, pledge dispose of or encumber any assets; (ii) expend or commit to expend any capital expenditures; (iii) expend or commit to expend any amounts in excess of \$50,000 with respect to any operating expenses; (iv) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment therein either by purchase of shares or securities, contributions of capital or property transfer; (v) acquire any assets; (vi) incur any indebtedness for borrowed money, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other individual or entity, or make any loans or advances other than set out in this Agreement; (vii) authorize, recommend or propose any release or relinquishment of any material contract right; (viii) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material licence, lease, contract or other material document; or (ix) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;
- (d) neither of Moshi and Moshing shall create any new Moshi or Moshing officer obligations and, except for the payment of existing Moshi and Moshing officer obligations, the parties shall not grant to any officer or director an increase in compensation in any form, grant any general salary increase, grant to any other employee any increase in compensation in any form or make any loan to any officer or director;
- (e) neither of Moshi and Moshing shall adopt or amend or make any contribution to any bonus, profit sharing, pension, retirement, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of employees;
- (f) neither of Moshi and Moshing shall take any action that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;
- (g) neither of Moshi and Moshing will disclose to any person, other than officers, directors and key employees and professional advisers, any confidential information relating to the other party except information required to be disclosed by law or otherwise known to the public;
- (h) each of Moshi and Moshing will solicit proxies to be voted at its shareholders meeting in favour of the Amalgamation, provide notice to the other party of the meeting and allow the other party's representatives to attend the meeting unless such meeting is prohibited by rules governing such meeting; and conduct the meeting in accordance with its articles and any instrument governing such meeting, as applicable, and as otherwise required by law;
- (i) each of Moshi and Moshing shall indemnify and save harmless the other party and the directors, officers and agents of the other party against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the other party, or any director, officer or agent thereof, may be subject or which the other party, or any director, officer or agent thereof may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any misrepresentation or alleged misrepresentation in the Moshi Information Circular relating to any information provided by the other party for inclusion in such Moshi Information Circular, or any

material in respect of the other party or its affiliates filed in compliance or intended compliance with Applicable Laws;

- (j) each of Moshi and Moshing will make available to the other party, and consents to the use of, Moshi Financial Statements and Moshing Financial Statements, as the case may be, and other information of the party which may be required to be disclosed in the Moshi Information Circular or in other documents required under Applicable Laws and it will use its reasonable commercial best efforts to cause its auditors, to the extent required under Applicable Laws, to provide their consent to use of their report and use of their name in connection with any disclosure by the party of such Moshi Financial Statements or Moshing Financial Statements, as the case may be, provided that each of Moshi and Moshing agrees that it shall: (i) be liable to the other party for all losses, costs, damages and expenses whatsoever that the other party may suffer, sustain, pay or incur; and (ii) indemnify and save the other party and its officers and directors harmless from and against all claims, liabilities, actions, proceedings, demands, losses, costs, damages and expenses whatsoever which may be alleged against, threatened, brought against or suffered by the other party or its directors or officers as a result of the uses of the financial or other information provided under this section, provided that notwithstanding the foregoing: (A) the provisions of this section shall not release or diminish either party from any of its representations, warranties or covenants otherwise contained in this Agreement; and (B) the foregoing indemnity shall not apply to any financial or other information provided by one party to the other party that contained an untrue statement of a material fact or omitted to state a material fact that was required to be stated or that was necessary to make the Moshi Financial Statements or Moshing Financial Statements, as the case may be, not misleading;
- (k) following requisite shareholder approval, each of Moshi and Moshing will endeavour to forthwith file the Amalgamation Application and the Articles and Notice of Articles to effect the Amalgamation with the Registrar;
- (l) except for proxies and other non-substantive communications with securityholders, each of Moshi and Moshing will furnish promptly to the other party a copy of each notice, report, schedule or other document delivered, filed or received by the party in connection with the respective Moshi Meeting or Moshing Meeting; any filings under Applicable Laws; and any dealings with regulatory agencies in connection with the transactions contemplated herein;
- (m) each of Moshi and Moshing will make other necessary filings and applications under applicable Canadian federal and provincial and U.S. laws and Regulations required to be made in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations; and
- (n) each of Moshi and Moshing will promptly advise the other party of the number of shares for which it has received notices of dissent or written objections to the transactions contemplated by this Agreement and will provide the other party with copies of such notices or written objections.

ARTICLE 10 MUTUAL COVENANTS

10.1 Moshi and Moshing shall, as promptly as practicable hereafter, prepare and file any documents required under any Applicable Laws or any other applicable law relating to the Amalgamation and the transactions contemplated thereby.

10.2 Subject to the terms and conditions herein provided and to fiduciary obligations under applicable law as advised by counsel in writing, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to co-operate with each other in connection with the foregoing, including using commercially reasonable efforts: (i) to

obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts (including, without limitation, the agreement of any persons as may be required pursuant to any agreement, arrangement or understanding relating to the party's operations); (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations; (iii) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby; (iv) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby; (v) to effect all necessary registrations and other filings and submissions of information requested by governmental authorities; and (vi) to fulfill other conditions and satisfy all provisions of this Agreement and the Amalgamation. For purposes of the foregoing, the obligation to use "commercially reasonable efforts" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other parties.

ARTICLE 11 TERMINATION, AMENDMENT AND WAIVER

11.1 This Agreement may, prior to filing of the Amalgamation Application with the Registrar, be terminated by the board of directors of either Moshi or Moshing, notwithstanding the approval by the Moshi Shareholders or the Moshing Shareholders, if:

- (a) the board of directors of the other party fails to recommend or withdraws, modifies or changes its approval or recommendation of this Agreement or the Amalgamation in a manner adverse to the other party;
- (b) the resolution approving the Amalgamation, as contemplated herein, is not submitted for approval at the Moshi Meeting or the Moshing Meeting;
- (d) if the Amalgamation is not approved by the Moshi Shareholders at the Moshi Meeting or by the Moshing Shareholders at the Moshing Meeting;
- (e) if a court of law in the Province of British Columbia, or any other court or governmental authority, has issued an order or taken any other action, in each case which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the Amalgamation;
- (g) if either Moshi or Moshing breaches in any material respect its obligations under this Agreement.

11.2 In the event of the termination of this Agreement as provided in this Article 11, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Moshi or Moshing hereunder except those obligations that have accrued to such date. If this Agreement is terminated pursuant to any provisions of this Agreement, the parties shall return all materials and copies of all materials delivered to Moshi or Moshing, as the case may be, or their agents.

11.3 This Agreement may be amended by mutual agreement between the parties hereto.

11.4 Each of Moshi and Moshing may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive compliance with any of the other's agreements or the fulfillment of any conditions to its own obligations contained herein or (iii) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other party hereto, provided, however, that any such extension or waiver shall be valid only if set forth in an instrument of writing signed on behalf of such party.

ARTICLE 12
GENERAL PROVISIONS

12.1 All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by electronic communications, facsimile or prepaid courier to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

(a) if to Moshi:

Moshi Mountain Industries Ltd.
700 - 595 Howe Street
Vancouver, BC V6C 2T5
Attention: President

(b) if to Moshing:

Moshing Capital Inc.
700 - 595 Howe Street
Vancouver, BC V6C 2T5
Attention: President

12.2 This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto shall be entitled to rely upon delivery of an executed facsimile copy of this Agreement and such facsimile copy shall be legally effective to create a valid and binding agreement among the parties hereto. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the Province of British Columbia having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

12.3 Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

12.4 All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by Moshi, whether or not the Amalgamation is completed.

12.5 The representations and warranties of Moshi and Moshing contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered pursuant hereto will survive the execution of this Agreement and will continue in full force and effect until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

12.6 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12.7 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument and all such counterparts, when taken together, shall constitute one agreement.

IN WITNESS WHEREOF, Moshi and Meshing have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

Moshi Mountain Industries Ltd.

Per: “Signed”
Name: Souhail Abi Farrage
Title: Director

Moshing Capital Inc.

Per: “Signed”
Name: Karnail Mangat
Title: Director

SCHEDULE A

Amalgamation Application, Notice of Articles and Articles

AMALGAMATION APPLICATION

FORM 13 – BC COMPANY

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

What kind of company(ies) will be involved in this amalgamation ?
(Check all applicable boxes.)

BC Company

BC unlimited liability company

B. NAME OF COMPANY

The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is: MOSHI MOUNTAIN INDUSTRIES LTD.

The incorporation number of that company is: BC1011520

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

X Without Court Approval:

This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D. AMALGAMATION EFFECTIVE DATE - *Choose one of the following:*

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

E. AMALGAMATING CORPORATIONS

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

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
Moshing Capital Inc.	BC1011675	
Moshi Mountain Industries Ltd.	BC1011520	

F FORMALITIES TO AMALGAMATION

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

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

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

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED
Souhail Abi Farrage for Moshi Mountain Industries Ltd.	<i>"Signed"</i>	October 20, 2014
Karnail Mangat for Moshing Capital Inc.	<i>"Signed"</i>	October 20, 2014

NOTICE OF ARTICLES

A NAME OF COMPANY

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

MOSHI MOUNTAIN INDUSTRIES LTD.

B TRANSLATION OF COMPANY NAME

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

N/A

C DIRECTOR NAME(S) AND ADDRESS (ES)

Last, First and Middle Name	Delivery Address	Mailing Address
Souhail Abi Farrage	Unit 17 6518 121 Street Surrey, BC V3W 1C4	Same as Delivery
Gurminder Sangha	14890 66A Street Surrey, BC V3S 9Y6	Same as Delivery

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY’S REGISTERED OFFICE

700 - 595 Howe Street, Vancouver, BC V6C 2T5

MAILING ADDRESS OF THE COMPANY’S REGISTERED OFFICE

700 - 595 Howe Street, Vancouver, BC V6C 2T5

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY’S RECORDS OFFICE

700 - 595 Howe Street, Vancouver, BC V6C 2T5

MAILING ADDRESS OF THE COMPANY’S RECORDS OFFICE

700 - 595 Howe Street, Vancouver, BC V6C 2T5

F AUTHORIZED SHARE STRUCTURE

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

MOSHI MOUNTAIN INDUSTRIES LTD.
(the "Company")

The Company has as its articles the following articles.

Full names and signatures of first directors	Date of signing
<u>“Signed”</u> Souhail Abi Farrage	October 20, 2014
<u>“Signed”</u> Gurminder Sangha	October 20, 2014

Incorporation number: _____

MOSHI MOUNTAIN INDUSTRIES LTD.

(the “Company”)

ARTICLES

1. Interpretation
2. Shares and Share Certificates
3. Issue of Shares
4. Share Registers
5. Share Transfers
6. Transmission of Shares
7. Acquisition of Company’s Shares
8. Borrowing Powers
9. Alterations
10. Meetings of Shareholders
11. Proceedings at Meetings of Shareholders
12. Votes of Shareholders
13. Directors
14. Election and Removal of Directors
15. Alternate Directors
16. Powers and Duties of Directors
17. Interests of Directors and Officers
18. Proceedings of Directors
19. Executive and Other Committees
20. Officers
21. Indemnification
22. Dividends
23. Accounting Records and Auditor
24. Notices
25. Seal
26. Prohibitions
27. Change of Registered and Records Office
28. Special Rights and Restrictions Attached to the Preferred shares

1. Interpretation

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (1) **“appropriate person”** has the meaning assigned in the *Securities Transfer Act*;
- (2) **“board of directors”**, **“directors”** and **“board”** mean the directors or sole director of the Company for the time being;
- (3) **“Business Corporations Act”** means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (4) **“Interpretation Act”** means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (5) **“legal personal representative”** means the personal or other legal representative of a shareholder;
- (6) **“protected purchaser”** has the meaning assigned in the *Securities Transfer Act*;
- (7) **“registered address”** of a shareholder means the shareholder’s address as recorded in the central securities register;
- (8) **“seal”** means the seal of the Company, if any;
- (9) **“securities legislation”** means statutes concerning the regulation of securities markets and trading in securities and the regulations, rules, forms and schedules under those statutes, all as amended from time to time, and the blanket rulings and orders, as amended from time to time, issued by the securities commissions or similar regulatory authorities appointed under or pursuant to those statutes; **“Canadian securities legislation”** means the securities legislation in any province or territory of Canada and includes the *Securities Act* (British Columbia); and **“U.S. securities legislation”** means the securities legislation in the federal jurisdiction of the United States and in any state of the United States and includes the Securities Act of 1933 and the Securities Exchange Act of 1934;
- (10) **“Securities Transfer Act”** means the *Securities Transfer Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

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

2. Shares and Share Certificates

2.1 Authorized Share Structure

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

2.2 Form of Share Certificate

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

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is the registered owner are uncertificated shares within the meaning of the *Business Corporations Act*, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgment and delivery of a share certificate or an acknowledgment to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all.

2.4 Delivery by Mail

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

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

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

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

2.6 Replacement of Lost, Destroyed or Wrongfully Taken Certificate

If a person entitled to a share certificate claims that the share certificate has been lost, destroyed or wrongfully taken, the Company must issue a new share certificate, if that person:

- (1) so requests before the Company has notice that the share certificate has been acquired by a protected purchaser;
- (2) provides the Company with an indemnity bond sufficient in the Company's judgment to protect the Company from any loss that the Company may suffer by issuing a new certificate; and
- (3) satisfies any other reasonable requirements imposed by the directors.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, apparently destroyed or wrongfully taken if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the shares represented by the certificate before receiving a notice of the loss, apparent destruction or wrongful taking of the share certificate.

2.7 Recovery of New Share Certificate

If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights under the indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

2.8 Splitting Share Certificates

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

2.9 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.8, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.10 Recognition of Trusts

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

3. Issue of Shares

3.1 Directors Authorized

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

3.2 Commissions and Discounts

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

3.3 Brokerage

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

3.4 Conditions of Issue

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

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

3.5 Share Purchase Warrants and Rights

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

4. Share Registers

4.1 Central Securities Register

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

or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register

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

5. Share Transfers

5.1 Registering Transfers

The Company must register a transfer of a share of the Company if either:

- (1) the Company or the transfer agent or registrar for the class or series of share to be transferred has received:
 - (a) in the case where the Company has issued a share certificate in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
 - (b) in the case of a share that is not represented by a share certificate (including an uncertificated share within the meaning of the *Business Corporations Act* and including the case where the Company has issued a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate in respect of the share to be transferred), a written instrument of transfer made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and
 - (c) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser.
- (2) all the preconditions for a transfer of a share under the *Securities Transfer Act* have been met and the Company is required under the *Securities Transfer Act* to register the transfer.

5.1A Waivers of Requirements for Transfer

The Company may waive any of the requirements set out in Article 5.1(1) and any of the preconditions referred to in Article 5.1(2).

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the company or the transfer agent for the class or series of shares to be transferred.

5.3 Transferor Remains Shareholder

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

5.4 Signing of Instrument of Transfer

If a shareholder or other appropriate person or an agent who has actual authority to act on behalf of that person signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified but share certificates are deposited with the instrument of transfer, all the shares represented by such share certificates:

- (1) in the name of the person named as transferee in that instrument of transfer; or

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

5.5 Enquiry as to Title Not Required

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

5.6 Transfer Fee

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

6. Transmission of Shares

6.1 Legal Personal Representative Recognized on Death

In the case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the directors may require the original grant of probate or letters of administration or a court certified copy of them or the original or a court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of the death under which title to the shares or securities is claimed to vest.

6.2 Rights of Legal Personal Representative

The legal personal representative of a shareholder has the rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, if the appropriate evidence of appointment or incumbency within the meaning of s. 87 of the *Securities Transfer Act* has been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

7. Acquisition of Company's Shares

7.1 Company Authorized to Purchase or Otherwise Acquire Shares

Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series of shares and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

7.2 No Purchase, Redemption or Other Acquisition When Insolvent

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

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

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

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

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

8. Borrowing Powers

The Company, if authorized by the directors, may:

- (1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the directors consider appropriate;
- (2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate;
- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. Alterations

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by ordinary resolution or by directors' resolution:

- (1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (4) if the Company is authorized to issue shares of a class of shares with par value:
 - (a) decrease the par value of those shares; or
 - (b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (6) alter the identifying name of any of its shares; or
- (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*;

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

9.2 Special Rights or Restrictions

Subject to the *Business Corporations Act*, the Company may by may by ordinary resolution or by directors' resolution:

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

and alter its Articles and Notice of Articles accordingly.

9.3 Change of Name

The Company may by ordinary resolution or by directors' resolution, authorize an alteration to its Notice of Articles in order to change its name and may, by ordinary resolution or directors' resolution, adopt or change any translation of that name.

9.4 Other Alterations

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

10. Meetings of Shareholders

10.1 Annual General Meetings

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

10.2 Resolution Instead of Annual General Meeting

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

10.3 Calling of Meetings of Shareholders

The directors may, at any time, call a meeting of shareholders to be held at such time and place as may be determined by the directors.

10.4 Notice for Meetings of Shareholders

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

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

10.5 Notice of Resolution to Which Shareholders May Dissent

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

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

10.6 Record Date for Notice

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

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

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

10.7 Record Date for Voting

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

10.8 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.9 Notice of Special Business at Meetings of Shareholders

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

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

11. Proceedings at Meetings of Shareholders

11.1 Special Business

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

- (1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (2) at an annual general meeting, all business is special business except for the following:
 - (a) business relating to the conduct of or voting at the meeting;
 - (b) consideration of any financial statements of the Company presented to the meeting;
 - (c) consideration of any reports of the directors or auditor;
 - (d) the setting or changing of the number of directors;
 - (e) the election or appointment of directors;
 - (f) the appointment of an auditor;
 - (g) the setting of the remuneration of an auditor;

- (h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
- (i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

The majority of votes required for the Company to pass a special resolution at a general meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum

Subject to the special rights or restrictions attached to the shares of any class or series of shares and to Article 11.4, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 1% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

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

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

11.5 Persons Entitled to Attend Meeting

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

11.6 Requirement of Quorum

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

11.7 Lack of Quorum

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

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

11.8 Lack of Quorum at Succeeding Meeting

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

11.9 Chair

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

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

11.10 Selection of Alternate Chair

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

11.10A Meetings by Telephone or Other Communications Medium

A shareholder or proxy holder may participate in any meeting of shareholders in person or by telephone if all participants in the meeting, whether in person or by telephone, are able to communicate with each other. A shareholder or proxy holder may participate in any meeting of the shareholders by a communications medium other than telephone if all participants in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all shareholders who wish to participate in the meeting agree to such participation. A shareholder or proxy holder who participates in a meeting in a manner contemplated by this Article 11.10A is deemed for all purposes of the Business Corporations Act and these Articles to be present at the meeting and to have agreed to participate in that manner.

11.11 Adjournments

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

11.12 Notice of Adjourned Meeting

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

11.13 Decisions by Show of Hands or Poll

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

11.14 Declaration of Result

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

11.15 Motion Need Not be Seconded

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

11.16 Casting Vote

In the case of an equality of votes, the chair of a meeting of shareholders shall, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

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

- (1) the poll must be taken:

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

11.18 Demand for Poll on Adjournment

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

11.19 Chair Must Resolve Dispute

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

11.20 Casting of Votes

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

11.21 No Demand for Poll on Election of Chair

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

11.22 Demand for Poll Not to Prevent Continuance of Meeting

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

11.23 Retention of Ballots and Proxies

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

12. Votes of Shareholders

12.1 Number of Votes by Shareholder or by Shares

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

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

12.2 Votes of Persons in Representative Capacity

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

12.3 Votes by Joint Holders

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

- (1) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

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

12.4 Legal Personal Representatives as Joint Shareholders

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

12.5 Representative of a Corporate Shareholder

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

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

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

12.6 When Proxy Holder Need Not Be Shareholder

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

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

12.7 When Proxy Provisions Do Not Apply to the Company

If and for so long as the Company is a public company or is a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of these Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.8 to 12.16 apply only insofar as they are not inconsistent with any Canadian securities

legislation applicable to the Company, any U.S. securities legislation applicable to the Company or any rules of an exchange on which securities of the Company are listed.

12.8 Appointment of Proxy Holders

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

12.9 Alternate Proxy Holders

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

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

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

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

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

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

12.12 Form of Proxy

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

[name of company] (the “Company”)

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

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

Signed *[month, day, year]*

[Signature of shareholder]

[Name of shareholder—printed]

12.13 Revocation of Proxy

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

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

12.14 Revocation of Proxy Must Be Signed

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

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

12.15 Chair May Determine Validity of Proxy

The chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Part 12 as to form, execution, accompanying documentation, time of filing or otherwise, shall be valid for use at such meeting and any such determination made in good faith shall be final, conclusive and binding upon such meeting.

12.16 Production of Evidence of Authority to Vote

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

13. Directors

13.1 First Directors; Number of Directors

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

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

13.2 Change in Number of Directors

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

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

13.3 Directors' Acts Valid Despite Vacancy

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

13.4 Qualifications of Directors

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

13.5 Remuneration of Directors

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

13.6 Reimbursement of Expenses of Directors

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

13.7 Special Remuneration for Directors

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

13.8 Gratuity, Pension or Allowance on Retirement of Director

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

14. Election and Removal of Directors

14.1 Election at Annual General Meeting

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

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

14.1A Nominations of Directors

- (1) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company.
- (2) Nominations of persons for election to the board may be made at any annual meeting of shareholders or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:
 - (a) by or at the direction of the board, including pursuant to a notice of meeting;
 - (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act*, or a requisition of the shareholders made in accordance with the provisions of the *Business Corporations Act*; or
 - (c) by any person (a “Nominating Shareholder”); (A) who, at the close of business on the date of the giving of the notice provided for below in this Article 14.1A and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 14.1A.
- (3) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the secretary of the Company at the principal executive offices of the Company.
- (4) To be timely, a Nominating Shareholder’s notice to the secretary of the Company must be made:
 - (a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the “Notice Date”) on which the first public announcement (as defined below) of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth (10th) day after the Notice Date in respect of such meeting; and
 - (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made. In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder’s notice as described above.
- (5) To be in proper written form, a Nominating Shareholder’s notice to the secretary of the Company must set forth:
 - (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director:
 - (i) the name, age, business address and residential address of the person;
 - (ii) the principal occupation or employment of the person;

- (iii) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; and
 - (iv) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and applicable Securities Laws (as defined below); and
- (b) as to the Nominating Shareholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Company and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the *Business Corporations Act* and Applicable Securities Laws (as defined below).

The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

- (7) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 14.1A; provided, however, that nothing in this Article 14.1A shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the *Business Corporations Act*. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.
- (8) For purposes of this Article 14.1A:
- (a) "public announcement" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and
 - (b) "Applicable Securities Laws" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.
- (8) Notwithstanding any other provision of this Article 14.1A, notice given to the secretary of the Company pursuant to this Article 14.1A may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the secretary of the Company for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.
- (9) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Article 14.1A.

14.2 Consent to be a Director

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

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

14.3 Failure to Elect or Appoint Directors

If:

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

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

- (3) when his or her successor is elected or appointed; and
- (4) when he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

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

14.5 Directors May Fill Casual Vacancies

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

14.6 Remaining Directors' Power to Act

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

14.7 Shareholders May Fill Vacancies

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

14.8 Additional Directors

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

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

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

14.9 Ceasing to be a Director

A director ceases to be a director when:

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

14.10 Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by ordinary resolution, or by an instrument consented to in writing by shareholders holding shares that carry the right to vote at general meetings who, in the aggregate, hold shares carrying at least a majority of the votes entitled to be cast on resolution. In that event, the shareholders may elect, or appoint by ordinary resolution or by such an instrument consented to in writing, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

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

15. Alternate Directors

15.1 Appointment of Alternate Director

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

15.2 Notice of Meetings

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

15.3 Alternate for More Than One Director Attending Meetings

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

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

- (4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

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

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

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

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

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

15.8 Remuneration and Expenses of Alternate Director

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

16. Powers and Duties of Directors

16.1 Powers of Management

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

16.2 Appointment of Attorney of Company

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

17. Interests of Directors and Officers

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the

Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

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

17.3 Interested Director Counted in Quorum

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

17.4 Disclosure of Conflict of Interest or Property

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

17.5 Director Holding Other Office in the Company

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

17.6 No Disqualification

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

17.7 Professional Services by Director or Officer

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

17.8 Director or Officer in Other Corporations

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

18. Proceedings of Directors

18.1 Meetings of Directors

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

18.2 Voting at Meetings

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

18.3 Chair of Meetings

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

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

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors:

- (1) in person;
- (2) by telephone; or
- (3) with the consent of all directors who wish to participate in the meeting, by other communications medium;

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

18.5 Calling of Meetings

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

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1 or as provided in Article 18.7, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

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

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

18.8 Meeting Valid Despite Failure to Give Notice

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

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director or, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the

directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director. Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

18.10 Quorum

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

18.11 Validity of Acts Where Appointment Defective

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

18.12 Consent Resolutions in Writing

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

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

A consent in writing under this Article 18.12 may be by any written instrument, fax, e-mail or any other method of transmitting legibly recorded messages in which the consent of the director is evidenced, whether or not the signature of the director is included in the record. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of the directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. Executive and Other Committees

19.1 Appointment and Powers of Executive Committee

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

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

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:
 - (a) the power to fill vacancies in the board of directors;
 - (b) the power to remove a director;
 - (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

- (d) the power to appoint or remove officers appointed by the directors; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

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

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

19.4 Powers of Board

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

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

19.5 Committee Meetings

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

- (1) the committee may meet and adjourn as it thinks proper;
- (2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (3) a majority of the members of the committee constitutes a quorum of the committee; and
- (4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. Officers

20.1 Directors May Appoint Officers

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

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

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

20.3 Qualifications

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

20.4 Remuneration and Terms of Appointment

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

21. Indemnification

21.1 Definitions

In this Article 21:

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

21.2 Mandatory Indemnification of Directors

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

21.3 Permitted Indemnification

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

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles or, if applicable, any former *Companies Act* or former Articles, does not invalidate any indemnity to which he or she is entitled under this Part 21.

21.5 Company May Purchase Insurance

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

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

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. Dividends

22.1 Payment of Dividends Subject to Special Rights

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

22.2 Declaration of Dividends

Subject to the *Business Corporations Act* and the rights of the holders of the issued shares of the Company, the directors may from time to time declare and authorize payment of such dividends as they may consider appropriate.

22.3 No Notice Required

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

22.4 Record Date

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

22.5 Manner of Paying Dividend

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

22.6 Settlement of Difficulties

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

- (1) set the value for distribution of specific assets;
- (2) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

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

22.8 Dividends to be Paid in Accordance with Number of Shares

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

22.9 Receipt by Joint Shareholders

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

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

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

22.12 Payment of Dividends

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

22.13 Capitalization of Retained Earnings or Surplus

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

23. Accounting Records and Auditor

23.1 Recording of Financial Affairs

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

23.2 Inspection of Accounting Records

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

23.3 Remuneration of Auditor

The directors may set the remuneration of the auditor of the Company.

24. Notices

24.1 Method of Giving Notice

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

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

- (4) unless the intended recipient is the auditor of the Company, sending the record by e-mail to the e-mail address provided by the intended recipient for the sending of that record or records of that class;
- (5) physical delivery to the intended recipient.

24.2 Deemed Receipt

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

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

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

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

24.5 Notice to Legal Personal Representatives and Trustees

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

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

24.6 Undelivered Notices

If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Article 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

25. Seal

25.1 Who May Attest Seal

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

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Company has only one director, that director; or

(4) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

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

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Article 25.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

25.4 Execution of Documents Generally

The directors may from time to time by resolution appoint any one or more persons, officers or directors for the purpose of executing any instrument, document or agreement in the name of and on behalf of the Company for which the seal need not be affixed, and if no such person, officer or director is appointed, then any one officer or director of the Company may execute such instrument, document or agreement.

26. Prohibitions

26.1 Definitions

In this Part 26:

- (1) “**security**” has the meaning assigned in the *Securities Act* (British Columbia);
- (2) “**transfer restricted security**” means:
 - (a) a share of the Company;
 - (b) a security of the Company convertible into shares of the Company;
 - (c) any other security of the Company which must be subject to restrictions on transfer in order for the Company to satisfy the requirement for restrictions on transfer under the “private issuer” exemption of Canadian securities legislation or under any other exemption from prospectus or registration requirements of Canadian securities legislation similar in scope and purpose to the “private issuer” exemption.

26.2 Application

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

26.3 Consent Required for Transfer of Shares or Transfer Restricted Securities

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

27. Change of Registered and Records Office

27.1 Power to Appoint and Change Offices

The Company may appoint or change its registered and records offices, or either of them, and the agent responsible therefor, at any time by resolution of the directors. Such agent may terminate its appointment by written notice to any director or officer of the Company sent to the last known address of such director or officer. The Company will then designate a new registered or records office or offices within ten (10) days of receipt or deemed receipt of such notice, failing which the agent shall be entitled and authorized on behalf of the Company (but not obliged) to execute and file a Notice of Change of Address with the Registrar of Companies, changing the registered and records office or offices to the last known address of such director or officer.

28. Special Rights and Restrictions Attached to the Preferred shares

28.1 The Preferred shares may include one or more series and, subject to the *Business Corporations Act*, the directors may, by resolution, if none of the shares of any particular series are issued, alter the Articles of the Company and authorize the alteration of the Notice of Articles of the Company, as the case may be, to do one or more of:

- (1) determine the maximum number of shares of that series that the Company is authorized to issue, determine that there is no such maximum number, or alter any such determination;
- (2) create an identifying name for the shares of that series, or alter any such identifying name; and
- (3) attach special rights or restrictions to the shares of that series, or alter any such special rights or restrictions.

SCHEDULE B

List of Outstanding Options and Warrants

Moshi has no options or warrants issued and outstanding, other than the requirement to issue common shares pursuant to the Arrangement Agreement referred to in section 8.1 (f) of this Amalgamation Agreement when and if that Arrangement Agreement is approved.

Moshing has no options or warrants issued or outstanding.

SCHEDULE C

Financial Commitments

Moshi's financial commitments are described in the financial statements of Moshi.

Moshing's financial commitments are described in its financial statements.

SCHEDULE D

Material Contracts

The following agreements are Moshing's material agreements:

- (a) This Amalgamation Agreement

The following agreements are Moshi's material agreements:

The following agreements are Moshi's material agreements:

- (a) This Amalgamation Agreement.
- (b) Sub - Option Agreement among AFGF Holdings (Tanzania) Ltd., True Zone Resources Inc. and Moshi Mountain Industries Ltd. dated September 26, 2014

SCHEDULE E
MOSHI'S ASSETS

Moshi has an option to acquire an 80% interest in a property called the Kwedilima Cheetah Property which is located in the Handeni Kilindi Regional District of Tanzania and is part of prospecting license PL6905-2011. The property is centered on: 5°33'50"S and 37° 50'48.5"E. The corner locations are:

NW 5° 33' 43.1" 37° 50' 35.9"

NE 5° 33' 43.1" 37° 51' 01.1"

SW 5° 33' 56.1" 37° 50' 35.9"

SE 5° 33' 56.1" 37° 51' 01.0"

SCHEDULE E
MOSHING'S ASSETS

Moshing's assets consist of cash and promissory notes and are disclosed in its financial statements.