

## ARRANGEMENT AGREEMENT

**THIS ARRANGEMENT AGREEMENT** is dated as of the 4<sup>th</sup> day of December, 2014.

**AMONG:**

**GO GREEN CAPITAL CORP.**, a corporation incorporated under the laws of the Province of British Columbia ("**Gogreen**")

- and -

**1020645 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia ("**BC1020645**")

- and -

**1020647 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia ("**BC1020647**")

- and -

**1020648 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia ("**BC1020648**")

- and -

**1020649 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia ("**BC1020649**")

- and -

**1020650 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia ("**BC1020650**")

- and -

**1020651 B.C. LTD.**, a corporation incorporated under the laws of the Province of British Columbia ("**BC1020651**")

(collectively, "**the Parties**")

**WHEREAS** Gogreen will continue with its business as a mineral exploration and development company, wherein it is contemplated that Gogreen will transfer its Assets (as such term is defined in this Agreement) to its wholly-owned subsidiaries BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651;

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

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

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

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

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

- (a) **"Agreement", "herein", "hereof", "hereto", "hereunder"** and similar expressions mean and refer to this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;
- (b) **"BC1020645"** means 1020645 B.C. Ltd., a private company incorporated under the BCBCA;
- (c) **"BC1020645 Option Plan Resolution"** means an ordinary resolution to be considered by the Gogreen Shareholders to approve the BC1020645 Option Plan, the full text of which is set out in Schedule "C" to this Arrangement Agreement;
- (d) **"BC1020645 Shareholder"** means a holder of BC1020645 Shares;
- (e) **"BC1020645 Shares"** means the common shares without par value in the authorized share structure of BC1020645, as constituted on the date of this Agreement;
- (f) **"BC1020647"** means 1020647 B.C. Ltd., a private company incorporated under the BCBCA;
- (g) **"BC1020647 Option Plan Resolution"** means an ordinary resolution to be considered by the Gogreen Shareholders to approve the BC1020647 Option Plan, the full text of which is set out in Schedule "D" to this Arrangement Agreement;
- (h) **"BC1020647 Shareholder"** means a holder of BC1020647 Shares;
- (i) **"BC1020647 Shares"** means the common shares without par value in the authorized share structure of BC1020647, as constituted on the date of this Agreement;
- (j) **"BC1020648"** means 1020648 B.C. Ltd., a private company incorporated under the BCBCA;
- (k) **"BC1020648 Option Plan Resolution"** means an ordinary resolution to be considered by the Gogreen Shareholders to approve the BC1020648 Option Plan, the full text of which is set out in Schedule "E" to this Arrangement Agreement;
- (l) **"BC1020648 Shareholder"** means a holder of BC1020648 Shares;
- (m) **"BC1020648 Shares"** means the common shares without par value in the authorized share structure of BC1020648, as constituted on the date of this Agreement;

- (n) **"BC1020649"** means 1020649 B.C. Ltd., a private company incorporated under the BCBCA;
- (o) **"BC1020649 Option Plan Resolution"** means an ordinary resolution to be considered by the Gogreen Shareholders to approve the BC1020649 Option Plan, the full text of which is set out in Schedule "F" to this Arrangement Agreement;
- (p) **"BC1020649 Shareholder"** means a holder of BC1020649 Shares;
- (q) **"BC1020649 Shares"** means the common shares without par value in the authorized share structure of BC1020649, as constituted on the date of this Agreement;
- (r) **"BC1020650"** means 1020650 B.C. Ltd., a private company incorporated under the BCBCA;
- (s) **"BC1020650 Option Plan Resolution"** means an ordinary resolution to be considered by the Gogreen Shareholders to approve the BC1020650 Option Plan, the full text of which is set out in Schedule "G" to this Arrangement Agreement;
- (t) **"BC1020650 Shareholder"** means a holder of BC1020650 Shares;
- (u) **"BC1020650 Shares"** means the common shares without par value in the authorized share structure of BC1020650, as constituted on the date of this Agreement;
- (v) **"BC1020651"** means 1020651 B.C. Ltd., a private company incorporated under the BCBCA;
- (w) **"BC1020651 Option Plan Resolution"** means an ordinary resolution to be considered by the Gogreen Shareholders to approve the BC1020651 Option Plan, the full text of which is set out in Schedule "H" to this Arrangement Agreement;
- (x) **"BC1020651 Shareholder"** means a holder of BC1020651 Shares;
- (y) **"BC1020651 Shares"** means the common shares without par value in the authorized share structure of BC1020651, as constituted on the date of this Agreement;
- (z) **"Applicable Laws"** means all applicable corporate laws, rules of applicable stock exchanges and applicable securities laws, including the rules, regulations, notices, instruments, blanket orders and policies of the securities regulatory authorities in Canada;
- (aa) **"Arrangement"** means the arrangement pursuant to Section 288 of the BCBCA set forth in the Plan of Arrangement;
- (bb) **"Arrangement Provisions"** means Part 9, Division 5 of the BCBCA;
- (cc) **"Arrangement Resolution"** means the special resolution in respect to the Arrangement and other related matters to be considered at the Gogreen Meeting;
- (dd) **"Articles of Arrangement"** means the articles of arrangement in respect of the Arrangement required under Subsection 294(3) of the BCBCA to be sent to the Registrar after the Final Order has been granted, giving effect to the Arrangement;
- (ee) **"Assets"** means the assets of Gogreen to be transferred to the Gogreen Subsidiaries pursuant to the Arrangement, as more particularly described in Schedule B attached hereto and forming part of this Agreement;
- (ff) **"BCBCA"** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended, including the regulations promulgated thereunder;

- (gg) **"Business Day"** means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia are not generally open for business;
- (hh) **"CSE"** means the Canadian Securities Exchange;
- (ii) **"Court"** means the Supreme Court of British Columbia;
- (jj) **"Dissenting Shareholder"** means a Gogreen Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its Gogreen Shares in accordance with the Interim Order and the Plan of Arrangement;
- (kk) **"Dissenting Shares"** means the Gogreen Shares in respect of which Dissenting Shareholders have exercised a right of dissent;
- (ll) **"Effective Date"** means the date the Arrangement becomes effective under the BCBCA;
- (mm) **"Exchange Factor"** means the number arrived at by dividing 1 by 4, which is 0.25;
- (nn) **"Final Order"** means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (oo) **"Gogreen Class A Shares"** means the renamed and re-designated Gogreen Shares as described in §3.1 of the Plan of Arrangement;
- (pp) **"Gogreen Class A Preferred Shares"** means the Class "A" preferred shares without par value which Gogreen will create and issue pursuant to §3.1 of the Plan of Arrangement;
- (qq) **"Gogreen Meeting"** means the special meeting of the Gogreen Shareholders to be held on February 6, 2015, and any adjournment(s) or postponement(s) thereof;
- (rr) **"Gogreen Options"** means the outstanding stock options, whether or not vested, to acquire Gogreen Shares;
- (ss) **"Gogreen Shares"** means the common shares without par value in the authorized share capital of Gogreen, as constituted on the date of this Agreement;
- (tt) **"Gogreen Shareholders"** means the holders from time to time of Gogreen Shares;
- (uu) **"Gogreen Share Commitments"** means an obligation of Gogreen to issue New Shares and to deliver BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649, BC1020650 and BC1020651 Shares to the holders of Gogreen Options and Gogreen Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;
- (vv) **"Gogreen Subsidiaries"** means 1020645 B.C. Ltd., 1020647 B.C. Ltd., 1020648 B.C. Ltd., 1020649 B.C. Ltd., 1020650 B.C. Ltd. and 1020651 B.C. Ltd.;
- (ww) **"Gogreen Warrants"** means the common share purchase warrants of Gogreen outstanding on the Effective Date;
- (xx) **"Integral"** means Integral Transfer Agency;
- (yy) **"IFRS"** means International Financial Reporting Standards;
- (zz) **"Information Circular"** means the management proxy circular of Gogreen to be sent by Gogreen to the Gogreen Shareholders in connection with the Gogreen Meeting;
- (aaa) **"Interim Order"** means an interim order of the Court concerning the Arrangement in respect of Gogreen, containing declarations and directions with respect to the

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

- (bbb) **"New Shares"** means the new class of common shares without par value which Gogreen will create pursuant to §3.1 of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Gogreen Shares;
- (ccc) **"Notice of Meeting"** means the notice of special meeting of the Gogreen Shareholders in respect of the Gogreen Meeting;
- (ddd) **"Parties"** means Gogreen, BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651; and **"Party"** means any one of them;
- (eee) **"Person"** means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (fff) **"Plan of Arrangement"** means the plan of arrangement substantially in the form set out in **Schedule A** to this Agreement, as amended or supplemented from time to time in accordance with Article 6 thereof and Article 7 hereof;
- (ggg) **"Registrar"** means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (hhh) **"Registered Shareholder"** means a registered holder of Gogreen Shares as recorded in the shareholder register of Gogreen maintained by Integral;
- (iii) **"Share Distribution Record Date"** means the close of business on the day which is four Business Days after the date of the Gogreen Meeting or such other date as agreed to by the Parties, which date establishes the Gogreen Shareholders who will be entitled to receive BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares pursuant to this Plan of Arrangement; and
- (jjj) **"Tax Act"** means the *Income Tax Act* (Canada) and the regulations thereunder, all as amended from time to time.

## 1.2 Interpretation Not Affected by Headings, etc.

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

## 1.3 Number, etc.

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

## 1.4 Date for Any Action

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

taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.

### **1.5 Entire Agreement**

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

### **1.6 Currency**

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

### **1.7 Accounting Matters**

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

### **1.8 References to Legislation**

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

### **1.9 Enforceability**

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

### **1.10 Schedules**

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

- A – Plan of Arrangement
- B – Assets
- C – BC1020645 Option Plan Resolution
- D – BC1020647 Option Plan Resolution
- E – BC1020648 Option Plan Resolution
- F – BC1020649 Option Plan Resolution
- G – BC1020650 Option Plan Resolution
- H – BC1020651 Option Plan Resolution

## **ARTICLE 2 THE ARRANGEMENT**

### **2.1 Plan of Arrangement**

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

## **2.2 Interim Order**

The Interim Order shall provide that:

### **GOGREEN**

- (a) the securities of Gogreen for which holders shall be entitled to vote on the Arrangement Resolution shall be the Gogreen Shares;
- (b) the Gogreen Shareholders shall be entitled to vote on the Arrangement Resolution, with each Gogreen Shareholder being entitled to one vote for each Gogreen Share held by such holder;
- (c) the requisite majority for the approval of the Arrangement Resolution shall be:
  - (i) two-thirds of the votes cast by the Gogreen Shareholders present in person or by proxy at the Gogreen Meeting; and
  - (ii) and a majority of the votes cast by the Gogreen Shareholders, after excluding the votes cast by those persons whose votes must be excluded pursuant to Ontario Securities Commission Rule 61-501.

## **2.3 Information Circular and Meetings**

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

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

## **2.4 Effective Date**

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

### **ARTICLE 3 COVENANTS**

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

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

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

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

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

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

The Arrangement shall be effected in the following manner:

- (a) The Parties shall proceed forthwith to apply for the Interim Order providing for, among other things, the calling and holding of the Gogreen Meeting for the purpose of, among other things, considering and, if deemed advisable, approving and adopting the Arrangement;
- (b) The BC1020645 Shareholder(s), BC1020647 Shareholder(s), BC1020648 Shareholder(s) BC1020649 Shareholder(s), BC1020650 Shareholder(s) and BC1020651 Shareholder(s) shall approve the Arrangement by a consent resolution;
- (c) Upon obtaining the Interim Order, Gogreen shall call the Gogreen Meeting and mail the Information Circular and related Notice of Meeting and form of Proxy to the Gogreen Shareholders;
- (d) If the Gogreen Shareholders approve the Arrangement as set out in §3.3 hereof, Gogreen shall thereafter (subject to the exercise of any discretionary authority granted to Gogreen's directors by the Gogreen Shareholders) take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order; and



- (e) Upon receipt of the Final Order, Gogreen shall, subject to compliance with any of the other conditions provided for in Article 3.3 hereof and to the rights of termination contained in Article 7 hereof, file the material described in §5.1 with the Registrar in accordance with the terms of the Plan of Arrangement.

### **3.4 Gogreen Stock Options and Warrants**

BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 covenant and agree to issue, upon the exercise after the Effective Date of any Gogreen Share Commitments, to the holder of the Gogreen Share Commitments, that number of respective BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares that is equal to the number of New Shares acquired upon the exercise of the Gogreen Share Commitments multiplied by the Exchange Factor, and Gogreen covenants and agrees to act as agent for each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 to collect and pay to BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 respectively, a portion of the proceeds received for each Gogreen Share Commitment so exercised, with the balance of the exercise price to be retained by Gogreen as determined in accordance with the following formula:

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

Where:

- A is the portion of the proceeds to be received by each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 for each Gogreen Share Commitment exercised after the Effective Date;
- B is the exercise price of the Gogreen Share Commitment;
- C is the fair market value of the Assets to be transferred to each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 under the Arrangement, such fair market to be determined as at the Effective Date by resolution of the board of directors of Gogreen; and
- D is the total fair market value of all of the assets of Gogreen immediately prior to completion of the Arrangement on the Effective Date, which total fair market value shall include, for greater certainty, the Assets.

Fractions of BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares resulting from such calculation shall be cancelled as provided for in the Plan of Arrangement.

## **ARTICLE 4 REPRESENTATIONS AND WARRANTIES**

### **4.1 Representations and Warranties**

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

- (a) It is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of existence, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;

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

## **ARTICLE 5 CONDITIONS PRECEDENT**

### **5.1 Mutual Conditions Precedent**

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

- (a) the Interim Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;
- (b) the Arrangement Resolution shall have been passed by the Gogreen Shareholders at the Gogreen Meeting in accordance with the Arrangement Provisions, the constating documents of Gogreen, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the BC1020645 Shareholder(s), the BC1020647 Shareholder(s), the BC1020648 Shareholder(s), the BC1020649 Shareholder(s), the BC1020650 Shareholder(s) and the BC1020651 Shareholder(s) to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651.
- (d) the Final Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably;
- (e) the Articles of Arrangement to be filed with the Registrar in accordance with the Arrangement shall be in form and substance satisfactory to the Parties, acting reasonably;
- (f) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to the Parties;
- (g) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and

(h) this Agreement shall not have been terminated under Article 7.

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

## **5.2 Closing**

Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at 106 – 1641 Lonsdale Avenue, North Vancouver, BC V7M 2J5, at 10:00 a.m. (Vancouver time) on such date as they may mutually agree (the “Closing Date”), and each of them shall deliver to the other of them:

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

## **5.3 Merger of Conditions**

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

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

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

# **ARTICLE 6 AMENDMENT**

## **6.1 Amendment**

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

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

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

## **ARTICLE 7 TERMINATION**

### **7.1 Termination**

Subject to §7.2, this Agreement may at any time before or after the holding of the Gogreen Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the board of directors of Gogreen without further action on the part of the Gogreen Shareholders, or by the respective board of directors of BC1020645, BC1020647, BC1020648 and BC1020649, BC1020650 and BC1020651 without further action on the part of the respective BC1020645 Shareholder(s), BC1020647 Shareholder(s), BC1020648 Shareholder(s), BC1020649 Shareholder(s), BC1020650 Shareholder(s) and BC1020651 Shareholder(s) and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the board of directors of Gogreen, BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 or BC1020651 respectively, to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

### **7.2 Cessation of Right**

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

## **ARTICLE 8 NOTICES**

### **8.1 Notices**

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

**GOGREEN** addressed to:  
106 – 1641 Lonsdale Avenue  
North Vancouver, British Columbia V7M 2J5  
Attention: Carman Parente, President

**1020645 B.C. Ltd., 1020647 B.C. Ltd., 1020648 B.C. Ltd., 1020649 B.C. Ltd., 1020650 B.C. Ltd. and 1020651 B.C. Ltd.** addressed to:  
#13 – 7179 – 201<sup>st</sup> Street  
Langley, British Columbia V2Y 2Y9  
Attention: Matthew Reams, President

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

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

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

**9.2 Disclosure**

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

**9.3 Costs**

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

**9.4 Severability**

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

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

**9.5 Further Assurances**

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

**9.6 Time of Essence**

Time shall be of the essence of this Agreement.

**9.7 Governing Law**

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

**9.8 Waiver**

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

**9.9 Counterparts**

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

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

**GO GREEN CAPITAL CORP.**

By: “Carman Parente”

**1020645 B.C. LTD.**

By: “Matthew Reams”

**1020648 B.C. LTD.**

By: “Matthew Reams”

**1020650 B.C. LTD.**

By: “Matthew Reams”

**1020647 B.C. LTD.**

By: “Matthew Reams”

**1020649 B.C. LTD.**

By: “Matthew Reams”

**1020651 B.C. LTD.**

By: “Matthew Reams”

**SCHEDULE "A" TO THE ARRANGEMENT AGREEMENT**  
**PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9**  
**OF THE**  
***BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)***  
**S.B.C. 2002, c. 57**

**ARTICLE 1**  
**INTERPRETATION**

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

"**BC1020645**" means 1020645 B.C. Ltd., a private company incorporated under the BCBCA;

"**BC1020645 Commitment**" means the covenant of BC1020645 to issue BC1020645 Shares to the holders of Gogreen Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC1020645 Shares upon such exercise;

"**BC1020645 Shares**" means the common shares without par value in the authorized share structure of BC1020645, as constituted on the date of the Arrangement Agreement;

"**BC1020645 Stock Option Plan**" means the proposed common share purchase option plan of BC1020645, which is subject to Gogreen Shareholder approval;

"**BC1020647**" means 1020647 B.C. Ltd., a private company incorporated under the BCBCA;

"**BC1020647 Commitment**" means the covenant of BC1020647 to issue BC1020647 Shares to the holders of Gogreen Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC1020647 Shares upon such exercise;

"**BC1020647 Shares**" means the common shares without par value in the authorized share structure of BC1020647, as constituted on the date of the Arrangement Agreement;

"**BC1020647 Stock Option Plan**" means the proposed common share purchase option plan of BC1020647, which is subject to Gogreen Shareholder approval;

"**BC1020648**" means 1020648 B.C. Ltd., a private company incorporated under the BCBCA;

"**BC1020648 Commitment**" means the covenant of BC1020648 to issue BC1020648 Shares to the holders of Gogreen Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC1020648 Shares upon such exercise;

"**BC1020648 Shares**" means the common shares without par value in the authorized share structure of BC1020648, as constituted on the date of the Arrangement Agreement;

**"BC1020648 Stock Option Plan"** means the proposed common share purchase option plan of BC1020648, which is subject to Gogreen Shareholder approval;

**"BC1020649"** means 1020649 B.C. Ltd., a private company incorporated under the BCBCA;

**"BC1020649 Commitment"** means the covenant of BC1020649 to issue BC1020649 Shares to the holders of Gogreen Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC1020649 Shares upon such exercise;

**"BC1020649 Shares"** means the common shares without par value in the authorized share structure of BC1020649, as constituted on the date of the Arrangement Agreement;

**"BC1020649 Stock Option Plan"** means the proposed common share purchase option plan of BC1020649, which is subject to Gogreen Shareholder approval;

**"BC1020650"** means 1020650 B.C. Ltd., a private company incorporated under the BCBCA;

**"BC1020650 Commitment"** means the covenant of BC1020650 to issue BC1020650 Shares to the holders of Gogreen Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC1020650 Shares upon such exercise;

**"BC1020650 Shares"** means the common shares without par value in the authorized share structure of BC1020650, as constituted on the date of the Arrangement Agreement;

**"BC1020650 Stock Option Plan"** means the proposed common share purchase option plan of BC1020650, which is subject to Gogreen Shareholder approval;

**"BC1020651"** means 1020651 B.C. Ltd., a private company incorporated under the BCBCA;

**"BC1020651 Commitment"** means the covenant of BC1020651 to issue BC1020651 Shares to the holders of Gogreen Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and BC1020651 Shares upon such exercise;

**"BC1020651 Shares"** means the common shares without par value in the authorized share structure of BC1020651, as constituted on the date of the Arrangement Agreement;

**"BC1020651 Stock Option Plan"** means the proposed common share purchase option plan of BC1020651, which is subject to Gogreen Shareholder approval;

**"Arrangement", "herein", "hereof", "hereto", "hereunder"** and similar expressions mean and refer to the proposed arrangement involving Gogreen Shareholders, the BC1020645 Shareholders, the BC1020647 Shareholders, the BC1020648 Shareholders, the BC1020649 Shareholders, the BC1020650 Shareholders and the BC1020651 Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

**"Arrangement Agreement"** means the arrangement agreement dated effective December 4, 2014, between the Parties with respect to the Arrangement, and all amendments thereto;



"**Arrangement Provisions**" means Division 5 of Part 9 of the BCBCA;

"**Assets**" means the assets of Gogreen described in Schedule B to the Arrangement Agreement;

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

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

"**Conversion Factor**" means the number arrived at by dividing the number of issued Gogreen Shares as of the close of business on the Share Distribution Record Date by 20,294,668 (or 5,073,667 x 4);

"**Court**" means the Supreme Court of British Columbia;

"**CSE**" means the Canadian Securities Exchange;

"**Depository**" means Integral Transfer Agency;

"**Distributed BC1020645 Shares**" means the BC1020645 Shares that are to be distributed to the Gogreen Shareholders pursuant to §3.1;

"**Distributed BC1020647 Shares**" means the BC1020647 Shares that are to be distributed to the Gogreen Shareholders pursuant to §3.1;

"**Distributed BC1020648 Shares**" means the BC1020648 Shares that are to be distributed to the Gogreen Shareholders pursuant to §3.1;

"**Distributed BC1020649 Shares**" means the BC1020649 Shares that are to be distributed to the Gogreen Shareholders pursuant to §3.1;

"**Distributed BC1020650 Shares**" means the BC1020650 Shares that are to be distributed to the Gogreen Shareholders pursuant to §3.1;

"**Distributed BC1020651 Shares**" means the BC1020651 Shares that are to be distributed to the Gogreen Shareholders pursuant to §3.1;

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

"**Exchange Factor**" means the number arrived at by dividing 1 by 4, which is 0.25;

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

"**Gogreen**" means Go Green Capital Corp., a company existing under the BCBCA;

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

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

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

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

**"Gogreen Share Commitments"** means an obligation of Gogreen to issue New Shares and to deliver BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares to the holders of Gogreen Options and Gogreen Warrants which are outstanding on the Effective Date upon the exercise of such options and warrants;

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

**"Gogreen Stock Option Plan"** means the stock option plan of Gogreen dated November 10, 2014; and

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

**"Information Circular"** means the management information circular to be sent to the Gogreen Shareholders in connection with the Gogreen Meeting;

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

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

**"Parties"** means, collectively, Gogreen, BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 and **"Party"** means any one of them;

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

**"Registrar"** means the Registrar of Companies duly appointed under the BCBCA;

**"Share Distribution Record Date"** means the close of business on the day which is four Business Days after the date of the Gogreen Meeting or such other date as agreed to by the Parties, which date establishes the Gogreen Shareholders who will be entitled to receive BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares pursuant to this Plan of Arrangement;

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

**"Transfer Agent"** means Integral Transfer Agency at its principal office in Toronto, Ontario.

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

- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.
- 1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

## ARTICLE 2 ARRANGEMENT AGREEMENT

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

## ARTICLE 3 ARRANGEMENT

- 3.1 On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of the Parties, but subject to the provisions of Article 6:
- (a) Gogreen will transfer the Assets to each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 in consideration for 5,073,667 shares from each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 (the “**Distributed BC1020645 Shares**”, the “**Distributed BC1020647 Shares**”, the “**Distributed BC1020648 Shares**”, the “**Distributed BC1020649 Shares**”, the “**Distributed BC1020650 Shares**” and the “**Distributed BC1020651 Shares**”), such Distributed BC1020645 Shares, Distributed BC1020647 Shares, BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares to be multiplied by the Conversion Factor so that Gogreen shall receive from each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 in consideration for the Assets, the number of shares equal to the issued and outstanding Gogreen Shares as of the Share Distribution Record Date after applying a 4 to 1 consolidation effect. Thereafter, Gogreen will be added to the central securities register of each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 in respect of such BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares;
- (b) The authorized share capital of Gogreen will be changed by:

- (i) Altering the identifying name of the Gogreen Shares to class “A” common shares without par value, being the Gogreen Class A Shares;
  - (ii) Creating a class consisting of an unlimited number of common shares without par value (the “**New Shares**”); and
  - (iii) Creating a class consisting of an unlimited number of class “A” preferred shares without par value, having the rights and restrictions described in Schedule “A” to the Plan of Arrangement, being the Gogreen Class A Preferred Shares;
- (c) Each issued Gogreen Class A Share will be exchanged for one New Share and one Gogreen Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the Gogreen Class A Shares will be removed from the central securities register of Gogreen and will be added to the central securities register as the holders of the number of New Shares and Gogreen Class A Preferred Shares that they have received on the exchange;
- (d) All of the issued Gogreen Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Gogreen and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the Gogreen Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Gogreen Class A Preferred Shares so that the aggregate paid up capital of the Gogreen Class A Preferred Shares equals to \$1, and each Gogreen Class A Preferred Share so issued will be issued by Gogreen at an issue price equal to the aggregate fair market value of the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares as of the Effective Date divided by the number of issued Gogreen Class A Preferred Shares, such aggregate fair market value of the Distributed BC1020645 Shares, Distributed BC1020647 Shares, BC1020648 Shares, Distributed BC1020649, Distributed BC1020650 and Distributed BC1020651 Shares to be determined as at the Effective Date by resolution of the board of directors of Gogreen;
- (e) Gogreen will redeem the issued Gogreen Class A Preferred Shares for consideration consisting solely of the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares such that each holder of Gogreen Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares that is equal to the number of Gogreen Class A Preferred Shares held by such holder multiplied by the Conversion Factor,;
- (f) The name of each holder of Gogreen Class A Preferred Shares will be removed as such from the central securities register of Gogreen, and all of the issued Gogreen Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of Gogreen;
- (g) The Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares transferred to the holders of the Gogreen Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former

holders of Gogreen Class A Preferred Shares and appropriate entries will be made in the central securities registers of each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651;

- (h) The Gogreen Class A Shares and the Gogreen Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of Gogreen will be changed by eliminating the Gogreen Class A Shares and the Gogreen Class A Preferred Shares therefrom;
  - (i) The Notice of Articles and Articles of Gogreen will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement;
  - (j) After the Effective Date:
    - (i) All Gogreen Share Commitments will be exercisable for New Shares and BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one Gogreen Share under a Gogreen Share Commitment will result in the holder of the Gogreen Share Commitment receiving one New Share and such number of BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares equal to the number of New Shares so received multiplied by the Exchange Factor,
    - (ii) Pursuant to the respective BC1020645 Commitment, BC1020647 Commitment, BC1020648 Commitment, BC1020649 Commitment, BC1020650 Commitment and BC1020651 Commitment each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 will issue the required number of BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares upon the exercise of Gogreen Share Commitments as is directed by Gogreen, and
    - (iii) Gogreen will, as agent for BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 collect and pay to each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 a portion of the proceeds received for each Gogreen Share Commitment so exercised, with the balance of the exercise price to be retained by Gogreen, as determined in accordance with §3.4 of the Arrangement Agreement;
- 3.2 Notwithstanding §3.1(e) and §3.1(j), no fractional BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares or BC1020651 Shares shall be distributed to the Gogreen Shareholders or the holders of Gogreen Share Commitments and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Gogreen in its absolute discretion.
- 3.3 The holders of the Gogreen Class A Shares and the holders of New Shares and Gogreen Class A Preferred Shares referred to in §3.1(c), and the holders of the Gogreen Class A Preferred Shares

referred to in §3.1(e), §3.1(f) and §3.1(g), shall mean in all cases those persons who are Gogreen Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.

- 3.4 In addition to the chronological order in which the transactions and events set out in §3.1 shall occur and shall be deemed to occur, the time on the Effective Date for the redemption of the Gogreen Class A Preferred Shares set out in §3.1(e) shall occur and shall be deemed to occur immediately on the Effective Date.
- 3.5 All New Shares, Gogreen Class A Preferred Shares, BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.
- 3.6 The Arrangement shall become final and conclusively binding on the Gogreen Shareholders, the BC1020645 Shareholders, the BC1020647 Shareholders, the BC1020648 Shareholders, the BC1020649 Shareholders, the BC1020650 Shareholders and the BC1020651 Shareholders and the Parties on the Effective Date.
- 3.7 Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of the Parties shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

#### **ARTICLE 4 CERTIFICATES**

- 4.1 Recognizing that the Gogreen Shares shall be redeemed and re-designated as Gogreen Class A Shares pursuant to §3.1(b)(i) and that the Gogreen Class A Shares shall be exchanged partially for New Shares pursuant to §3.1(c), Gogreen shall not issue replacement share certificates representing the Gogreen Class A Shares.
- 4.2 Recognizing that the Distributed BC1020645 Shares, the Distributed BC1020647 Shares, the Distributed BC1020648 Shares, the Distributed BC1020649 Shares, the Distributed BC1020650 Shares and the Distributed BC1020651 Shares shall be transferred to the Gogreen Shareholders as consideration for the redemption of the Gogreen Class A Preferred Shares pursuant to §3.1(e), each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 shall issue one share certificate representing all of the respective Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares registered in the name of Gogreen, which share certificate shall be held by the Depository until the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares are transferred to the Gogreen Shareholders and such certificate shall then be cancelled by the Depository. To facilitate the transfer of the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares to the Gogreen Shareholders as of the Share Distribution Record Date, Gogreen shall execute and deliver to the Depository and the Transfer Agent an irrevocable

power of attorney, authorizing them to distribute and transfer the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares to such Gogreen Shareholders in accordance with the terms of this Plan of Arrangement and each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it.

- 4.3 Recognizing that all of the Gogreen Class A Preferred Shares issued to the Gogreen Shareholders pursuant to §3.1(c) will be redeemed by Gogreen as consideration for the distribution and transfer of the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares under §3.1(e), Gogreen shall issue one share certificate representing all of the Gogreen Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depositary, to be held by the Depositary for the benefit of the Gogreen Shareholders until such Gogreen Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.
- 4.4 As soon as practicable after the Effective Date, each of BC1020645, BC1020647, BC1020648, BC1020649, BC1020650 and BC1020651 shall cause to be issued to the registered holders of Gogreen Shares as of the Share Distribution Record Date, share certificates representing the respective BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates to be mailed to such registered holders.
- 4.5 From and after the Effective Date, share certificates representing Gogreen Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.
- 4.6 Gogreen Shares traded, if any, after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares, and shall not carry any right to receive a portion of the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares or Distributed BC1020651 Shares.

## ARTICLE 5 DISSENTING SHAREHOLDERS

- 5.1 Notwithstanding §3.1 hereof, holders of Gogreen Shares may exercise rights of dissent (the “**Dissent Right**”) in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in sections 237 – 247 of the BCBCA (collectively, the “**Dissent Procedures**”).
- 5.2 Gogreen Shareholders who duly exercise Dissent Rights with respect to their Gogreen Shares (“**Dissenting Shares**”) and who:
- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Gogreen for cancellation immediately before the Effective Date; or
  - (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-

dissenting Gogreen Shareholder and shall receive New Shares, BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares on the same basis as every other non-dissenting Gogreen Shareholder, and in no case shall Gogreen be required to recognize such person as holding Gogreen Shares on or after the Effective Date.

- 5.3 If a Gogreen Shareholder exercises the Dissent Right, Gogreen shall on the Effective Date set aside and not distribute that portion of the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares that is attributable to the Gogreen Shares for which the Dissent Right has been exercised. If the dissenting Gogreen Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Gogreen shall distribute to such Gogreen Shareholder his, her or its pro-rata portion of the respective Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares. If a Gogreen Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Gogreen shall retain the portion of the Distributed BC1020645 Shares, Distributed BC1020647 Shares, Distributed BC1020648 Shares, Distributed BC1020649 Shares, Distributed BC1020650 Shares and Distributed BC1020651 Shares attributable to such Gogreen Shareholder (collectively, the “**Non-Distributed Shares**”), and the Non-Distributed Shares shall be dealt with as determined by the board of directors of Gogreen in its absolute discretion.

## ARTICLE 6 AMENDMENTS

- 6.1 The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:
- (i) set out in writing;
  - (ii) filed with the Court and, if made following the Gogreen Meeting, approved by the Court; and
  - (iii) communicated to holders of Gogreen Shares, BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares and BC1020651 Shares as the case may be, if and as required by the Court.
- 6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Gogreen at any time prior to the Gogreen Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Gogreen Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- 6.3 Gogreen, with the consent of the other parties, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Gogreen Meeting and prior to the Effective Date with the approval of the Court.
- 6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of



this Plan of Arrangement and is not adverse to the financial or economic interests of any of the Parties or any former holder of Gogreen Shares, BC1020645 Shares, BC1020647 Shares, BC1020648 Shares, BC1020649 Shares, BC1020650 Shares or BC1020651 Shares as the case may be.

**ARTICLE 7**  
**REFERENCE DATE**

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

## SCHEDULE "A" TO THE PLAN OF ARRANGEMENT

### SPECIAL RIGHTS AND RESTRICTIONS FOR GOGREEN CLASS A PREFERRED SHARES

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

#### Definitions

- (1) In these Special Rights and Restrictions,
  - (a) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,
  - (b) "**Arrangement Agreement**" means the Arrangement Agreement dated as of December 4, 2014, between Gogreen Capital Corp. (the "**Company**"), 1020645 B.C. Ltd., 1020647 B.C. Ltd., 1020648 B.C. Ltd., 1020649 B.C. Ltd., 1020650 B.C. Ltd. and 1020651 B.C. Ltd.
  - (c) "**Old Common Shares**" means the common shares in the authorized share structure of the Company that have been re-designated as class A common shares without par value pursuant to the Plan of Arrangement,
  - (d) "**Effective Date**" means the date upon which the Arrangement becomes effective,
  - (e) "**New Shares**" means the common shares without par value created in the authorized share structure of the Company pursuant to the Plan of Arrangement, and
  - (f) "**Plan of Arrangement**" means the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement.
- (2) The holders of the class A preferred shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.
- (3) Class A preferred shares shall only be issued on the exchange of Old Common Shares for New Shares and class A preferred shares pursuant to and in accordance with the Plan of Arrangement.
- (4) The capital to be allocated to the class A preferred shares shall be the amount determined in accordance with §3.1(d) of the Plan of Arrangement.
- (5) The class A preferred shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.
- (6) Any class A preferred share that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.

**SCHEDULE "B"**

**GOGREEN ASSETS TO BE TRANSFERRED TO 1020645 B.C. LTD.**

A Letter of Intent dated as of October 31, 2014 between Gogreen Capital Corp. and Copper Resources PLC, and \$25,500 cash.

**GOGREEN ASSETS TO BE TRANSFERRED TO 1020647 B.C. LTD.**

A Letter of Intent dated as of October 22, 2014 between Gogreen Capital Corp. and Euronex Ventures Ltd., and \$25,500 cash.

**GOGREEN ASSETS TO BE TRANSFERRED TO 1020648 B.C. LTD.**

A Letter of Intent dated as of October 22, 2014 between Gogreen Capital Corp. and Scu-Buoy Products Inc., and \$25,500 cash.

**GOGREEN ASSETS TO BE TRANSFERRED TO 1020649 B.C. LTD.**

A Letter of Intent dated as of October 16, 2014 between Gogreen Capital Corp. and Newbury Oil Exploration, and \$25,500 cash.

**GOGREEN ASSETS TO BE TRANSFERRED TO 1020650 B.C. LTD.**

A Letter of Intent dated as of November 3, 2014 between Gogreen Capital Corp. and Carrington & Welling Financial, and \$25,500 cash.

**GOGREEN ASSETS TO BE TRANSFERRED TO 1020651 B.C. LTD.**

A Letter of Intent dated as of November 18, 2014 between Gogreen Capital Corp. and Maple Leaf Farms Inc., and \$25,500 cash.

**SCHEDULE “C”**

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF 1020645 B.C. LTD.**

**“BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in the management information circular of the Corporation dated January 2, 2015, be and is hereby ratified and approved for the ensuing year; and

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

**SCHEDULE “D”**

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF 1020647 B.C. LTD.**

**“BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in the management information circular of the Corporation dated January 2, 2015, be and is hereby ratified and approved for the ensuing year; and

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

**SCHEDULE "E"**

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF 1020648 B.C. LTD.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in the management information circular of the Corporation dated January 2, 2015, be and is hereby ratified and approved for the ensuing year; and

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

**SCHEDULE "F"**

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF 1020649 B.C. LTD.**

**"BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in the management information circular of the Corporation dated January 2, 2015, be and is hereby ratified and approved for the ensuing year; and

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

**SCHEDULE “G”**

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF 1020650 B.C. LTD.**

**“BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in the management information circular of the Corporation dated January 2, 2015, be and is hereby ratified and approved for the ensuing year; and

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



**SCHEDULE “H”**

**ORDINARY RESOLUTION TO APPROVE THE STOCK OPTION PLAN  
OF 1020651 B.C. LTD.**

**“BE IT RESOLVED THAT:**

1. The stock option plan of the Corporation, as described in the management information circular of the Corporation dated January 2, 2015, be and is hereby ratified and approved for the ensuing year; and

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