

**PLAN OF ARRANGEMENT  
UNDER DIVISION 5 OF PART 9 OF THE  
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)**

**ARTICLE ONE  
DEFINITIONS AND INTERPRETATION**

Section 1.01 *Definitions*

In this Plan of Arrangement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

- (a) “**1933 Act**” means the *Securities Act of 1933*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder;
- (b) “**Arrangement**” means the arrangement under the provisions of Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set forth in this Plan of Arrangement, subject to any amendment or supplement hereto made in accordance with the Arrangement Agreement, the provisions hereof or at the direction of the Court in the Final Order;
- (c) “**Arrangement Agreement**” means the arrangement agreement dated as of October 31, 2018 between MGX and MGX Renewables, as amended, amended and restated or supplemented prior to the Effective Date;
- (d) “**BCBCA**” means the *Business Corporations Act* (British Columbia);
- (e) “**Business Day**” means any day other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (f) “**Court**” means the Supreme Court of British Columbia;
- (g) “**Depository**” means Computershare Trust Company of Canada or any other trust company, bank or financial institution agreed to in writing between MGX and MGX Renewables, in connection with the Arrangement;
- (h) “**Dissent Rights**” means rights of the kind set out in Division 2 of Part 8 of the BCBCA;
- (i) “**Effective Date**” means the date designated by MGX and MGX Renewables by acknowledgement in writing as the effective date of the Arrangement, after all of the conditions to the completion of the Arrangement as set out in the Arrangement Agreement and the Final Order have been satisfied or waived;
- (j) “**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date;
- (k) “**Final Order**” means the final order of the Court made in connection with the approval of the Arrangement, including all amendments thereto duly made prior to the Effective Time;
- (l) “**final proscription date**” has the meaning ascribed to it in Section 4.04;

- (m) **“First Distribution”** means the distribution by MGX of MGX Renewables Common Shares to registered MGX Shareholders of record as of June 29, 2018 on the basis of one MGX Renewables Common Share for each 12.4163 MGX Common Shares then held;
- (n) **“Governmental Entity”** means any applicable (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, whether domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (o) **“Interim Order”** means the interim order of the Court made pursuant to Section 291 of the BCBCA in connection with the Arrangement, including any amendment thereto;
- (p) **“Laws”** means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any Governmental Entity, including common law;
- (q) **“MGX”** means MGX Minerals Inc., a corporation governed by the federal laws of Canada;
- (r) **“MGX Common Shares”** means common shares in the capital of MGX;
- (s) **“MGX Meeting”** means the annual general meeting and special meeting of the MGX Shareholders held to consider and approve, among other things, the Reorganization Resolution;
- (t) **“MGX Renewables”** means MGX Renewables Inc., a corporation existing under the BCBCA;
- (u) **“MGX Renewables Common Shares”** means the issued and outstanding common shares of MGX Renewables;
- (v) **“MGX Renewables Securities”** means securities issued by MGX Renewables including, without limitation MGX Renewables Common Shares, MGX Renewables Units, MGX Renewables Warrants and Subscription Receipts;
- (w) **“MGX Renewables Unit”** means a unit of MGX Renewables, each such unit being comprised of one MGX Renewables Common Share and one half of one MGX Renewables Warrant;
- (x) **“MGX Renewables Warrant”** means a MGX Renewables Common Share purchase warrant entitling the holder thereof to acquire one MGX Renewables Common Share at a price per MGX Renewables Common Share of \$0.35 until November 30, 2020;
- (y) **“MGX Shareholders”** means, at any time, the registered holders of MGX Common Shares;
- (z) **“Parties”** means MGX and MGX Renewables, and **“Party”** means any one of them;

- (aa) **“Plan of Arrangement”** means this plan of arrangement, as amended, modified or supplemented from time to time in accordance herewith and with any order of the Court;
- (bb) **“Second Distribution”** means the distribution by MGX of MGX Renewables Common Shares to registered MGX Shareholders of record as of October 22, 2018 on the basis of one MGX Renewables Common Share for each 59.8186 MGX Common Shares then held;
- (cc) **“Reorganization Resolution”** means the special resolution of the MGX Shareholders approving the Plan of Arrangement, substantially in the form and content of Schedule B of the Arrangement Agreement;
- (dd) **“Subscription Receipt”** means a subscription receipt of MGX Renewables, each Subscription Receipt being convertible into one MGX Renewables Unit;
- (ee) **“Subscription Receipt Holders”** means, at any time, the registered holders of Subscription Receipts;
- (ff) **“Tax Act”** means the *Income Tax Act* (Canada), as amended and the regulations thereunder, as amended; and
- (gg) **“U.S. Tax Code”** means the U.S. Internal Revenue Code of 1986, as amended.

In addition, words and phrases used herein and defined in the BCBCA and not otherwise defined herein shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

#### Section 1.02 *Interpretation Not Affected by Headings*

The division of this Plan of Arrangement into articles, sections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms “this Plan of Arrangement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any instrument supplementary or ancillary hereto.

#### Section 1.03 *Number, Gender and Persons*

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*, words importing the use of either gender shall include both genders and neuter and the word person and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

#### Section 1.04 *Date for any Action*

If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.05 *Statutory References*

Any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

**ARTICLE TWO  
ARRANGEMENT AGREEMENT**

Section 2.01 *Arrangement Agreement*

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement, except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein.

**ARTICLE THREE  
ARRANGEMENT**

Section 3.01 *Arrangement*

At the Effective Time, the following shall occur and shall be deemed to occur sequentially in the following order without any further act or formality:

- (a) each Subscription Receipt will be converted into one MGX Renewables Unit;
- (b) MGX shall make the First Distribution as a return of capital; and
- (c) MGX shall make the Second Distribution as a return of capital.

Section 3.02 *Post-Effective Time Procedures*

- (a) MGX Renewables shall issue to the Depositary an irrevocable treasury order authorizing the Depositary, as the registrar and transfer agent of MGX Renewables, to issue certificates representing the securities underlying the aggregate number of MGX Renewables Units to which Subscription Receipt Holders are entitled in accordance with the terms of the Arrangement.
- (b) MGX shall issue to the Depositary an irrevocable direction authorizing the Depositary, as the registrar and transfer agent of MGX Renewables, to distribute certificates representing the aggregate number of MGX Renewables Common Shares to which MGX Shareholders are entitled in accordance with the terms of the Arrangement.
- (c) From and after the Effective Time, each certificate formerly representing Subscription Receipts shall represent only the right to receive the number of MGX Renewables Units that such former Subscription Receipt Holder is entitled to in accordance with the terms and subject to the limitations of this Plan of Arrangement.

Section 3.03 *No Fractional MGX Renewables Common Shares*

No fractional MGX Renewables Common Shares shall be issued to MGX Shareholders or Subscription Receipt Holders. The number of MGX Renewables Common Shares to be issued to MGX Shareholders or Subscription Receipt Holders shall be rounded down to the nearest whole number of

MGX Renewables Common Shares in accordance with the BCBCA (with no compensation in lieu of such fractional share) in the event that a MGX Shareholder or Subscription Receipt Holder is entitled to a fractional share.

#### Section 3.04 *No Dissent Rights*

All registered MGX Renewables Shareholders and all Subscription Receipt Holders shall be deemed to have unanimously approved this Plan of Arrangement in writing in accordance with section 180 of the BCBCA, as applicable.

#### Section 3.05 *Withholding Rights*

Each of MGX and MGX Renewables shall be entitled to deduct and withhold from all dividends, distributions, other payments or other considerations otherwise payable to any person such amounts as such Party is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the U.S. Tax Code or any provision of any applicable federal, provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. For greater certainty, to the extent that a Party is required to deduct and withhold from any distribution or issuance that is not cash, such Party shall be entitled to liquidate such consideration to the extent necessary in order to fund its deduction, withholding and remittance obligations.

#### Section 3.06 *U.S. Securities Laws*

The Arrangement shall be structured such that, assuming the Final Order is obtained, the issuance of securities under the Arrangement will not require registration under the 1933 Act, and the rules and regulations promulgated thereunder, in reliance on Section 3(a)(10) thereof.

### **ARTICLE FOUR DELIVERY OF MGX RENEWABLES SECURITIES**

#### Section 4.01 *Lost Certificates*

In the event any certificate, that immediately prior to the Effective Time represented one or more outstanding MGX Common Shares or Subscription Receipts the holders of which were entitled to receive MGX Renewables Units, MGX Renewables Common Shares or MGX Renewables Warrants, as the case may be, in accordance with Section 3.01 hereof, shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, a certificate representing the MGX Renewables Common Shares that such holder is entitled to receive in accordance with Section 3.01 hereof. When authorizing such delivery of a certificate representing the MGX Renewables Securities that such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, such holder shall, as a condition precedent to the delivery of such MGX Renewables Securities:

- (a) in the case of MGX Common Shares, give a bond satisfactory to MGX and the Depositary in such amount as MGX and the Depositary may direct, or otherwise indemnify MGX and the Depositary in a manner satisfactory to MGX and the Depositary, against any claim that may be made against MGX or the Depositary with respect to the

certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of MGX; and

- (b) in the case of Subscription Receipts, give a bond satisfactory to MGX Renewables and the Depositary in such amount as MGX Renewables and the Depositary may direct, or otherwise indemnify MGX Renewables and the Depositary in a manner satisfactory to MGX Renewables and the Depositary, against any claim that may be made against MGX Renewables or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of MGX Renewables.

#### Section 4.02 *Distributions with Respect to Unsurrendered Certificates*

No dividend or other distribution declared or made after the Effective Time with respect to MGX Renewables Common Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate that, immediately prior to the Effective Time, represented outstanding MGX Renewables Common Shares unless and until the holder of such certificate shall have complied with the provisions of Section 4.01 hereof. Subject to applicable Law and to Section 4.03 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the MGX Renewables Common Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such MGX Renewables Common Shares.

#### Section 4.03 *Withholding Rights*

MGX and the Depositary will be entitled to deduct and withhold from any consideration otherwise payable to any MGX Shareholder under this Plan of Arrangement such amounts as MGX or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, the U.S. Tax Code, and the rules and regulations promulgated thereunder, or any provision of any provincial, state, local or foreign tax law as counsel may advise is required to be so deducted and withheld by MGX or the Depositary, as the case may be. For the purposes hereof, all such withheld amounts shall be treated as having been paid to the person in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity by or on behalf of MGX or the Depositary, as the case may be. To the extent necessary, such deductions and withholdings may be effected by selling any MGX Renewables Common Shares to which any such person may otherwise be entitled under the Plan of Arrangement on behalf of such person to satisfy such person's tax liability, and any amount remaining following the sale, deduction and remittance shall be paid to the person entitled thereto as soon as reasonably practicable.

#### Section 4.04 *Limitation and Proscription*

To the extent that an MGX Shareholder or former Subscription Receipt Holder shall not have complied with the provisions of Section 4.01 hereof on or before the date that is six years after the Effective Date (the "**final proscription date**"), then the MGX Renewables Securities that such MGX Shareholder or former Subscription Receipt Holder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the certificates representing such MGX Renewables Securities, shall be delivered to MGX Renewables by the Depositary and the certificates for such MGX Renewables Securities shall be cancelled by MGX Renewables, and the interest of the MGX Shareholder or former Subscription Receipt Holder in such MGX Renewables Securities to which it was entitled shall be terminated as of such final proscription date.

**ARTICLE FIVE  
AMENDMENTS**

Section 5.01 *Amendments to Plan of Arrangement*

- (a) MGX and MGX Renewables reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) agreed to in writing by MGX and MGX Renewables, (iii) filed with the Court, and (iv) communicated to MGX Shareholders and Subscription Receipt Holders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by MGX or MGX Renewables at any time prior to the Final Order, provided that MGX and MGX Renewables shall have consented thereto in writing, with or without any other prior notice or communication, and, other than as may be required under the Interim Order, shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the MGX Meeting shall be effective only (i) if it is consented to in writing by each of MGX and MGX Renewables; and (ii) if required by the Court, it is consented to by holders of MGX Renewables Securities voting in the manner directed by the Court.

**APPENDIX "D"**  
**ARRANGEMENT AGREEMENT**

(see attached)



**ARRANGEMENT AGREEMENT**

**among**

**MGX MINERALS INC.**

**- and -**

**MGX RENEWABLES INC.**

**Dated as of October 31, 2018**

## ARRANGEMENT AGREEMENT

THIS AGREEMENT made as of the 31<sup>st</sup> day of October, 2018

### AMONG:

#### MGX MINERALS INC.,

a corporation existing under the  
*Business Corporations Act* (British Columbia),

(hereinafter referred to as “MGX”)

- and -

#### MGX RENEWABLES INC.,

a corporation existing under the  
*Business Corporations Act* (British Columbia),

(hereinafter referred to as “MGX Renewables”)

WHEREAS MGX and MGX Renewables propose that, among other things, MGX distribute approximately 12,000,000 MGX Renewables Common Shares to MGX Shareholders by way of Plan of Arrangement under the provisions of the *Business Corporations Act* (British Columbia);

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

### ARTICLE 1 DEFINITIONS, INTERPRETATION AND SCHEDULES

#### 1.01 Definitions

In this Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized have the meanings ascribed to them below:

- (a) “1933 Act” means the *Securities Act of 1933*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder;
- (b) “Acquisition Proposal” has the meaning ascribed to such term in Section 6.01(a)(i) of this Agreement;
- (c) “Agreement” means this Arrangement Agreement, together with the schedules attached hereto, as amended, amended and restated or supplemented from time to time;
- (d) “Arrangement” means an arrangement under the provisions of Division 5 of Part 9 of the BCBCA on the terms and subject to the conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith, herewith or made at the direction of the Court in the Final Order;
- (e) “BCBCA” means the *Business Corporations Act* (British Columbia);

- (f) “**Business Day**” means any day, other than a Saturday, a Sunday or a statutory holiday in Vancouver, British Columbia;
- (g) “**Completion Deadline**” means the date by which the transactions contemplated by this Agreement are to be completed failing which this Agreement shall terminate, which date shall be February 28, 2019 or such other date as the Parties may agree;
- (h) “**Court**” means the Supreme Court of British Columbia;
- (i) “**CSE**” means the Canadian Securities Exchange;
- (j) “**Dissent Rights**” means rights of the kind set out in Division 2 of Part 8 of the BCBCA;
- (k) “**Distribution**” means collectively, the First Distribution and the Second Distribution;
- (l) “**Distribution Shares**” means collectively, the First Distribution Shares and the Second Distribution Shares;
- (m) “**Effective Date**” means the Effective Date as defined in the Plan of Arrangement;
- (n) “**Effective Time**” means the Effective Time as defined in the Plan of Arrangement;
- (o) “**Encumbrance**” means any hypothec, mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;
- (p) “**Final Order**” means the order of the Court made in connection with the approval of the Arrangement, in form and substance acceptable to the Parties, each acting reasonably, including all amendments thereto duly made prior to the Effective Time;
- (q) “**First Distribution**” means the distribution by MGX of MGX Renewables Common Shares to registered MGX Shareholders of record as of June 29, 2018 on the basis of one MGX Renewables Common Share for each 12.4163 MGX Common Shares then held;
- (r) “**First Distribution Shares**” means the MGX Renewables Common Shares distributed by MGX pursuant to the First Distribution by way of the Plan of Arrangement;
- (s) “**Governmental Entity**” means any applicable (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, whether domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing (including the Securities Authorities), or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (t) “**IFRS**” means generally accepted accounting principles as set out in the CPA Canada Handbook – Accounting for an entity that prepares its financial statements in accordance with International Financial Reporting Standards, at the relevant time, applied on a consistent basis;

- (u) “**Interim Order**” means the interim order of the Court made pursuant to Section 291 of the BCBCA in form and substance acceptable to the Parties, each acting reasonably, in connection with the Arrangement;
- (v) “**Laws**” means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any Governmental Entity, including common law;
- (w) “**Liability**” of any person means: (i) any right against such person to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; (ii) any right against such person to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to any equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured; and (iii) any obligation of such person for the performance of any covenant or agreement (whether for the payment of money or otherwise);
- (x) “**Material Adverse Effect**” means, in respect of any Party, a change, effect, event, occurrence or state of facts that is, either individually or in the aggregate, material and adverse to the current or future business, properties, assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, condition (financial or otherwise), operations or results of operations of that Party and its Subsidiaries and material joint ventures taken as a whole, other than any change, effect, event, occurrence or state of facts:
  - (i) relating to the United States, Canadian or global economy, political conditions or securities markets in general;
  - (ii) affecting the worldwide battery industry in general;
  - (iii) relating to a change in the market price of publicly traded securities of that Party (provided, that the underlying cause of any such change may be taken into account in determining whether there has been a Material Adverse Effect);
  - (iv) relating to any of the principal markets served by that Party’s business generally or shortages or price changes with respect to raw materials, metals (including gold) or other products used or sold (or proposed to be sold) by that Party;
  - (v) relating to the rate at which Canadian dollars can be exchanged for United States dollars or vice versa;
  - (vi) relating to any generally applicable change in applicable Laws (other than orders, judgments or decrees against that Party any of its Subsidiaries and material joint ventures), or the interpretation application or non-application of such Laws, or in IFRS;
  - (vii) attributable to the announcement or pendency of this Agreement or the Arrangement, or otherwise contemplated by or resulting from the terms of this Agreement;
  - (viii) any failure by such Party or any of its subsidiaries to meet any public estimates or expectations regarding its revenues, earnings or other financial performance or

results of operations (provided, that the underlying cause of any such change may be taken into account in determining whether there has been a Material Adverse Effect);

- (ix) any securityholder class action, or other litigation arising from allegations of a breach of fiduciary duty with respect to this Agreement; or
- (x) any actions taken (or omitted to be taken) at the written request, or with the prior written consent, of both of the other Parties,

provided, however, that such effect referred to in clause (i), (ii), (iv) or (vi) above does not primarily relate only to (or have the effect of primarily relating only to) that Party and its Subsidiaries and material joint ventures, taken as a whole, or disproportionately adversely affect that Party and its Subsidiaries and material joint ventures taken as a whole, compared to other companies of similar size operating in the industry in which that Party and its Subsidiaries and material joint ventures operate and references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrations or interpretations for purposes of determining whether a Material Adverse Effect has occurred;

- (y) “**MGX**” means MGX Minerals Inc., a corporation existing under the BCBCA;
- (z) “**MGX Circular**” means the notice of the MGX Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the MGX Shareholders in connection with the MGX Meeting, if necessary, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement;
- (aa) “**MGX Common Shares**” means common shares in the capital of MGX;
- (bb) “**MGX Meeting**” means the annual general meeting and special meeting of the MGX Shareholders held to consider and approve, among other things, the Reorganization Resolution;
- (cc) “**MGX Renewables**” means MGX Renewables Inc., a corporation existing under the BCBCA;
- (dd) “**MGX Renewables Board**” means the board of directors of MGX Renewables, as set out in Section 4.01(l);
- (ee) “**MGX Renewables Common Shares**” means the issued and outstanding common shares of MGX Renewables;
- (ff) “**MGX Renewables Shareholders**” means, at any time, the registered holders of MGX Renewables Common Shares;
- (gg) “**MGX Renewables Unit**” means a unit of MGX Renewables, each such unit being comprised of one MGX Renewables Common Share and one half of one Warrant;
- (hh) “**MGX Shareholder Approval**” means approval by the MGX Shareholders of the Reorganization Resolution;

- (ii) “**MGX Shareholders**” means, at any time, the registered holders of MGX Common Shares;
- (jj) “**MI 61-101**” means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;
- (kk) “**Ordinary Course**” means, in respect of a Party, those activities that are in the usual, ordinary and regular course of business of that Party and its Subsidiaries, conducted in a manner consistent with past practices of that Party and its Subsidiaries;
- (ll) “**Parties**” means MGX and MGX Renewables, and “**Party**” means any one of them;
- (mm) “**Plan of Arrangement**” means the Plan of Arrangement set forth in Schedule A hereto, as amended, modified or supplemented from time to time either:
  - (i) in accordance with either (A) this Agreement, or (B) Article 5 of the Plan of Arrangement;
  - (ii) with the consent of the Parties, each acting reasonably; or
  - (iii) at the direction of the Court in the Final Order;
- (nn) “**Reorganization Resolution**” means the special resolution approving the Plan of Arrangement to be considered at the MGX Meeting, substantially in the form set out in Schedule B;
- (oo) “**Second Distribution**” means the distribution by MGX of MGX Renewables Common Shares to registered MGX Shareholders of record as of October 22, 2018 on the basis of one MGX Renewables Common Share for each 59.8186 MGX Common Shares then held;
- (pp) “**Second Distribution Shares**” means the MGX Renewables Common Shares distributed by MGX pursuant to the Second Distribution by way of the Plan of Arrangement;
- (qq) “**Section 3(a)(10) Exemption**” has the meaning ascribed to it in Section 2.08;
- (rr) “**Securities Authorities**” means the British Columbia Securities Commission and the other securities regulatory authorities in the provinces and territories of Canada and the United States Securities and Exchange Commission, collectively;
- (ss) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval;
- (tt) “**Subscription Receipt**” means a subscription receipt of MGX Renewables, each Subscription Receipt being convertible into one MGX Renewables Unit;
- (uu) “**Subscription Receipt Holders**” means, at any time, the registered holders of Subscription Receipts;
- (vv) “**Subsidiary**” means, with respect to an entity, any entity of which the specified entity is entitled to elect a majority of the directors thereof and includes any body corporate, partnership, joint venture or other entity over which such specified entity exercises direction or control or which is in a like relation to the specified entity, excluding any entity in respect of which such direction or control is not exercised by the specified entity

as a result of any existing contract, agreement or commitment; provided, however, that in the case of MGX, “Subsidiary” shall not mean MGX Renewables;

- (ww) “**Superior Proposal**” has the meaning ascribed to such term in Section 6.01(a)(ii);
- (xx) “**Target**” has the meaning ascribed to such term in Section 6.01(a)(ii);
- (yy) “**Tax**” and “**Taxes**” means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, *ad valorem* taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada or Quebec Pension Plan premiums, excise, severance, social security, workers’ compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any Governmental Entity;
- (zz) “**Tax Act**” means the *Income Tax Act* (Canada), as amended and the regulations thereunder, as amended;
- (aaa) “**Tax Returns**” means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any Governmental Entity or required to be made, prepared or filed with any Governmental Entity relating to Taxes;
- (bbb) “**Treasury Regulations**” means the United States federal tax regulations;
- (ccc) “**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;
- (ddd) “**U.S. Tax Code**” means the U.S. Internal Revenue Code of 1986, as amended;
- (eee) “**Warrant Shares**” means a MGX Renewables Common Share issued upon the exercise of a Warrant; and
- (fff) “**Warrants**” means a MGX Renewables Common Share purchase warrant entitling the holder thereof to acquire one MGX Renewables Common Share at a price per MGX Renewables Common Share of \$0.35 until November 30, 2020.

## **1.02 Interpretation Not Affected by Headings**

The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, “hereto”, “hereunder” and similar expressions refer to this Agreement and the schedules attached hereto and not

to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

**1.03 Number, Gender and Persons**

In this Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter, and the word person and all words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any Governmental Entity, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

**1.04 Date for any Action**

If the date on which any action is required to be taken hereunder by any Party hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

**1.05 Statutory References**

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

**1.06 Currency**

Unless otherwise stated, all references in this Agreement to amounts of money are expressed in lawful money of Canada.

**1.07 Invalidity of Provisions**

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Law, the Parties hereto waive any provision of Law that renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The Parties hereto will engage in good faith negotiations to replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof that it replaces.

**1.08 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 required to be made hereunder shall be made in a manner consistent with IFRS.

**1.09 Knowledge**

Where the phrases “to the knowledge of” or to a Party’s “knowledge” or similar terms or phrases are used, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon the collective actual knowledge of the Chief Executive Officer, President, Chief Operating Officer, Chief Financial Officer, Corporate Secretary, Senior Vice Presidents, and Executive Chairmen, as applicable, of the Party after making such inquiry as is reasonable in the circumstances.



## **1.10 Schedules**

The following schedules are attached to, and are deemed to be incorporated into and form part of, this Agreement:

<b><u>Schedule</u></b>	<b><u>Matter</u></b>
A	Plan of Arrangement
B	Reorganization Resolution
C	Representations and Warranties of MGX Renewables
D	Representations and Warranties of MGX

## **ARTICLE 2 THE ARRANGEMENT**

### **2.01 Arrangement**

The Parties agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

### **2.02 Effective Time**

The Arrangement shall become effective at the Effective Time.

### **2.03 Consultation**

MGX Renewables will consult with MGX in issuing any press release or otherwise making any public statement with respect to this Agreement or the Arrangement and in making any filing with any Governmental Entity with respect thereto. MGX Renewables shall use its commercially reasonable efforts to enable MGX to review and comment on all such press releases and filings prior to the release or filing, respectively, thereof.

### **2.04 Court Proceeding**

Within 21 days of the date of execution of this Agreement, or such other date as the Parties may agree, MGX Renewables shall file, proceed with and diligently prosecute an application to the Court for the Interim Order which shall request that the Interim Order shall provide:

- (a) for the class of persons to whom notice is to be provided in respect of the Arrangement and for the manner in which such notice is to be provided, consistent with the MGX constating documents, as applicable, the MGX Renewables constating documents and the Section 3(a)(10) Exemption;
- (b) for the approval of the Reorganization Resolution as the only requisite approval for the Arrangement;
- (c) for the determination that there are no Dissent Rights in connection with the Arrangement;
- (d) for notice requirements with respect to the presentation of the application to the Court for the Final Order;
- (e) that it is the Parties' intention to rely on the exemption provided by Section 3(a)(10) of the 1933 Act to issue, based on the Court's determination that the Arrangement is substantively

and procedurally fair to the MGX Shareholders, the Distribution Shares to MGX Shareholders in accordance with the Plan of Arrangement, without registration under the 1933 Act or applicable state securities Laws; and

- (f) such other matters as the other Parties may reasonably require, subject to obtaining the prior consent of MGX, such consent not to be unreasonably withheld or delayed;

## **2.05 Final Order**

If the Interim Order is obtained and the MGX Shareholder Approval is obtained, as provided for in the Interim Order then, subject to the terms of this Agreement, MGX Renewables shall apply to the Court for the Final Order, and diligently pursue such application. The application and motion materials, including affidavit materials, draft orders and any amendments thereto for the applications referred to in this Section 2.05 shall be in a form satisfactory to each of MGX and MGX Renewables, acting reasonably.

## **2.06 Closing**

The closing of the Arrangement will take place at the offices of Fasken Martineau DuMoulin LLP at Suite 2900, 550 Burrard Street, Vancouver, British Columbia, V6C 0A3 at 8:00 a.m. (Vancouver time) on the Effective Date, or at such other time and place as may be agreed to by the Parties.

## **2.07 U.S. Tax Matters**

The Arrangement is intended to qualify as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code and this Agreement and the Plan of Arrangement are intended to constitute a “plan of reorganization” within the meaning of the Treasury Regulations promulgated under Section 368 of the U.S. Tax Code. Each of the Parties hereto shall treat the Arrangement as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code for all U.S. federal and applicable state income tax purposes, and shall treat this Agreement and the Plan of Arrangement as a “plan of reorganization” within the meaning of the Treasury Regulations promulgated under Section 368 of the U.S. Tax Code, and shall not take any position on any Tax Return or otherwise take any Tax reporting position inconsistent with such treatment, unless otherwise required by applicable tax law. Notwithstanding the foregoing, neither Party hereto makes any representation, warranty or covenant to any other Party or to any MGX Shareholder, MGX Renewables Shareholder or other holder of MGX securities or MGX Renewables securities (including, without limitation, stock options, warrants, debt instruments or other similar rights or instruments) regarding the U.S. tax treatment of the Arrangement, including, but not limited to, whether the Arrangement will qualify as a reorganization within the meaning of Section 368(a) of the U.S. Tax Code or as a tax-deferred reorganization for purposes of any United States state or local income tax law.

## **2.08 U.S. Securities Laws**

The Parties intend that the Arrangement shall be carried out such that each of the Distributions qualifies in the United States for the exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) of the 1933 Act (the “**Section 3(a)(10) Exemption**”) and applicable state securities laws in reliance upon similar exemptions under applicable state securities laws. Each Party agrees to act in good faith, consistent with the intent of the Parties and the intended treatment of the Arrangement as set forth in this Section 2.08. In order to ensure the availability of the Section 3(a)(10) Exemption and facilitate compliance with any other applicable United States securities Laws, the Parties agree that the Arrangement will be carried out on the following basis:

- (a) the Arrangement will be subject to the approval of the Court;

- (b) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the Court hearing at which the Final Order will be sought;
- (c) the Court will be required to satisfy itself as to the substantive and procedural fairness of the Arrangement to MGX, MGX Renewables and MGX Shareholders;
- (d) the Final Order will expressly state that the Arrangement is approved by the Court as being fair, both procedurally and substantively, to the MGX Shareholders to whom MGX Renewables Common Shares will be issued;
- (e) the hearing of the Court to give approval of the Arrangement must be open to any persons to whom securities will be issued under the Arrangement and there will not be any improper impediments to the appearance by those persons at the hearing;
- (f) the Parties will ensure that each MGX Shareholder entitled to receive securities on completion of the Arrangement will be given adequate notice advising them of their right to attend the Court hearing and providing them with sufficient information necessary for them to exercise that right;
- (g) the Interim Order will specify that each MGX Shareholder entitled to receive securities on completion of the Arrangement will have the right to appear before the Court at the Court hearing on the Final Order so long as such shareholder files and delivers a response to petition within a reasonable time;
- (h) the MGX Shareholders entitled to receive the Distribution, who are located in the United States, will be advised that the applicable share consideration issued pursuant to the Arrangement has not been registered under the 1933 Act, will be distributed by MGX in reliance on the Section 3(a)(10) Exemption and may be subject to restrictions on resale under the applicable securities Laws of the United States, including Rule 144 under the 1933 Act with respect to affiliates of each of MGX and MGX Renewables; and
- (i) the Final Order shall include a statement to substantially the following effect:

“This Order will serve as a basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities by MGX Minerals Inc., pursuant to the Plan of Arrangement.”

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

#### **3.01 Representations and Warranties of MGX Renewables**

- (a) MGX Renewables represents and warrants to MGX as set forth in Schedule C and acknowledges and agrees that MGX is relying upon such representations and warranties in connection with the entering into of this Agreement.
- (b) The representations and warranties of MGX Renewables contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

### 3.02 Representations and Warranties of MGX

- (a) MGX represents and warrants to MGX Renewables as set forth in Schedule D and acknowledges and agrees that MGX Renewables is relying upon such representations and warranties in connection with the entering into of this Agreement.
- (b) The representations and warranties of MGX contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

## ARTICLE 4 COVENANTS

### 4.01 Covenants of MGX Renewables:

MGX Renewables hereby covenants and agrees with MGX as follows:

- (a) **Information.** MGX Renewables shall promptly furnish to MGX all information concerning MGX Renewables as may be required for the preparation of MGX and for the material necessary for applying for the Interim Order and hereby covenants that no information furnished by MGX Renewables in connection therewith or otherwise in connection with the consummation of the Arrangement will contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated therein in order to make any information so furnished for use in any such document misleading in light of the circumstances in which it is provided.
- (b) **Ordinary Course.** Except as contemplated by this Agreement, MGX Renewables shall conduct its business only in, and shall not take any action except in, the Ordinary Course.
- (c) **No Dividends, Amalgamation or Capital Reduction.** MGX Renewables shall not, except as provided for in this Agreement, without prior consultation with and the consent of MGX, directly or indirectly do, agree to do, or permit to occur any of the following: (i) declare, set aside or pay any dividend or other distribution or payment in respect of any of the shares of MGX Renewables; (ii) adopt resolutions or enter into any agreement providing for the amalgamation, merger, statutory arrangement, share exchange, business combination, consolidation, reorganization, liquidation, dissolution or any other extraordinary transaction in respect of itself or any of its subsidiaries or adopt any plan of liquidation; or (iii) reduce its stated capital.
- (d) **Listing.** MGX Renewables shall use commercially reasonable efforts to cause the MGX Renewables Common Shares to be issued to MGX Shareholders and Subscription Receipt Holders, and the Warrant Shares issuable upon due exercise of the Warrants, each in connection with the Arrangement, to be listed on the CSE.
- (e) **Copy of Documents.** Except for non-substantive communications, MGX Renewables shall furnish promptly to MGX a copy of each notice, report, schedule or other document or communication delivered, filed or received by MGX Renewables in connection with this Agreement, the Arrangement, any filings made under any applicable Law and any dealings or communications with any Governmental Entity in connection with, or in any way affecting, the transactions contemplated by this Agreement.

- (f) **Satisfaction of Conditions.** MGX Renewables shall use its commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control 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 all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
- (i) obtain all consents, approvals and authorizations as are required to be obtained by MGX Renewables under any applicable Law or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect on MGX Renewables;
  - (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party hereto before any Governmental Entity;
  - (iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to stop, or otherwise adversely affecting the ability of the Parties hereto to consummate the transactions contemplated hereby;
  - (iv) fulfill all conditions and satisfy all provisions of this Agreement and the Plan of Arrangement required to be fulfilled or satisfied by MGX Renewables; and
  - (v) cooperate with MGX in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate MGX Renewables to pay or cause to be paid any monies to cause such performance to occur.
- (g) **Keep Fully Informed.** Subject to applicable Laws, MGX Renewables shall use commercially reasonable efforts to conduct itself so as to keep MGX fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business.
- (h) **Cooperation.** MGX Renewables shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable actions necessary to be in compliance with such Laws.
- (i) **Representations.** MGX Renewables shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of MGX Renewables contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.
- (j) **Confirmatory Review.** MGX Renewables shall cooperate with MGX and their respective representatives in the provision of (a) upon reasonable notice, reasonable access during normal business hours to its (i) premises, (ii) assets (including all books and records, whether retained internally or otherwise), and (iii) personnel, so long as the access does not unduly interfere with the Ordinary Course conduct of business; and (b) such technical financial and operating data or other information with respect to its assets or business as is reasonably requested.
- (k) **Closing Documents.** MGX Renewables shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, securities and title opinions and other closing documents as may be

reasonably required by the other Parties hereto, all in form satisfactory to the other Parties hereto, acting reasonably.

- (l) **Composition of Board.** Ensure that, on the Effective Date, the composition of the MGX Renewables Board will be as directed in writing by MGX on or prior to the Effective Date.

#### 4.02

##### **Covenants of MGX:**

MGX hereby covenants and agrees with MGX Renewables as follows:

- (a) **Satisfaction of Conditions.** MGX shall use its commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control 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 all applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:
  - (i) obtain the MGX Shareholder Approval in accordance with the provisions of the BCBCA, the Interim Order and the requirements of any applicable regulatory authority;
  - (ii) obtain all other consents, approvals and authorizations as are required to be obtained by MGX or any of the MGX Subsidiaries under any applicable Law or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement;
  - (iii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceeding of any Party hereto before any Governmental Entity;
  - (iv) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to stop, or otherwise adversely affecting the ability of the Parties hereto to consummate, the transactions contemplated hereby;
  - (v) fulfill all conditions and satisfy all provisions of this Agreement and the Plan of Arrangement required to be fulfilled or satisfied by MGX; and
  - (vi) cooperate with MGX Renewables in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate MGX to pay or cause to be paid any monies to cause such performance to occur.
- (b) **Cooperation.** MGX shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.
- (c) **Representations.** MGX shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of MGX contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.

- (d) **Closing Documents.** MGX shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, title opinions and other closing documents as may be reasonably required by the other Parties hereto, all in form satisfactory to the other Parties hereto, acting reasonably.

## **ARTICLE 5 CONDITIONS**

### **5.01 Notice and Cure Provisions**

Each Party hereto shall give prompt notice to the others of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would or could reasonably be expected to:

- (a) cause any of the representations or warranties of such Party hereto contained herein to be untrue or inaccurate in any material respect on the date hereof or on the Effective Date;
- (b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party hereto prior to the Effective Date; or
- (c) result in the failure to satisfy any of the conditions precedent in favour of the other Parties hereto contained in Sections 5.02, 5.03 and 5.04, as the case may be.

Subject as herein provided, a Party hereto may (a) elect not to complete the transactions contemplated hereby by virtue of the conditions in Sections 5.02, 5.03 and 5.04, as applicable, not being satisfied or waived or (b) exercise any termination right arising therefrom; provided, however, that (i) promptly and in any event prior to the Effective Date, the Party hereto intending to rely thereon has delivered a written notice to the other Parties hereto specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters that the Party hereto delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be, and (ii) if any such notice is delivered, and a Party hereto is proceeding diligently, at its own expense, to cure such matter, if such matter is susceptible of being cured, the Party hereto that has delivered such notice may not terminate this Agreement until the earlier of the Completion Deadline and the expiration of a period of ten days from the date of delivery of such notice. If such notice has been delivered prior to the date of the MGX Meeting, the MGX Meeting may be adjourned or postponed by MGX, in its sole discretion, until the expiry of such period.

### **5.02 Mutual Conditions**

The obligations of MGX and MGX Renewables to complete the Arrangement shall be subject to the satisfaction of, among others, the following mutual conditions, which may be waived only with the consent of all of the Parties:

- (a) **Orders.** The Interim Order and the Final Order shall have been granted on terms acceptable to the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably.
- (b) **Consents.** (A) all consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Entity; (B) all third person and other consents, waivers, permits, exemptions, orders, approvals, agreements and amendments and modifications to agreements, indentures or the Arrangement, the failure of which to obtain or the non-expiry of which would, or could reasonably be expected to have, a Material Adverse Effect on any of

MGX or MGX Renewables or materially impede the completion of the Arrangement, shall have been obtained or received on terms that are reasonably satisfactory to each Party hereto.

- (c) **No Action.** There shall have been no action taken, pending or threatened under any applicable Law or by any Governmental Entity which:
  - (i) makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the completion of the Arrangement; or
  - (ii) results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the Arrangement which is, or could be, reasonably expected to have a Material Adverse Effect on MGX or MGX Renewables.
- (d) **Canadian Securities Exemptions.** The distribution of the securities pursuant to the Arrangement shall be exempt from the prospectus and registration requirements of applicable Canadian securities laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of applicable exemptions under Canadian securities laws.
- (e) **U.S. Securities Exemption.** Under the Plan of Arrangement:
  - (i) the Distributions shall qualify in the United States for the Section 3(a)(10) Exemption; and
  - (ii) the Final Order will serve as a basis of a claim to the Section 3(a)(10) Exemption; provided, however, that neither MGX nor MGX Renewables shall be entitled to rely on the provisions of this Section 5.02(e) in failing to complete the transactions contemplated by this Agreement in the event that MGX or MGX Renewables, respectively, fails to advise the Court prior to the hearing in respect of the Final Order, as required by the terms of the foregoing exemptions, that MGX and/or MGX Renewables, as applicable, will rely on the foregoing exemptions based on the Court's approval of the transaction.
- (f) **Stock Exchange Acceptance.** MGX shall have each received the required acceptance of the CSE to the transactions contemplated herein.
- (g) **No Termination.** This Agreement shall not have been terminated pursuant to Section 6.02 hereof.

### **5.03 Conditions to Obligations of MGX**

The obligations of MGX to complete the Arrangement shall be subject to the satisfaction of, among others, the following conditions, any of which may be waived by MGX:

- (a) **Performance by Other Party.** MGX Renewables shall have performed and complied in all material respects with all of the covenants and obligations thereof required to be performed by MGX Renewables prior to the completion of the Arrangement.
- (b) **Representations and Warranties.** The representations and warranties made by MGX Renewables in this Agreement that are qualified by the expression "Material Adverse Effect" or other materiality qualifier shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties are made by MGX



Renewables as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by MGX Renewables in this Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties are made by MGX Renewables as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, have a Material Adverse Effect on MGX Renewables, and MGX Renewables shall have provided to MGX an officer's certificate certifying such accuracy or lack of Material Adverse Effect as of the Effective Date. No representation or warranty made by MGX Renewables hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are provided for or stated to be exceptions under this Agreement.

- (c) **No Material Adverse Effect.** There shall not have been any event or change that has had or would be reasonably likely to have a Material Adverse Effect on MGX Renewables.
- (d) **MGX Shareholder Approval.** The MGX Shareholders shall have approved the Reorganization Resolution.
- (e) **Dissent Rights.** No Dissent Rights shall apply in respect of the transactions contemplated by this Agreement.
- (f) **Listing of MGX Renewables Common Shares.** The MGX Renewables Common Shares to be issued to MGX Shareholders and Subscription Receipt Holders, in each case in connection with the Arrangement, shall have been approved for listing on the CSE subject to official notice of issuance and other customary conditions.
- (g) **Composition of Board of MGX Renewables.** On the Effective Date, the MGX Renewables Board shall be composed as set out in Section 4.01(l) of this Agreement.

#### **5.04 Conditions to Obligations of MGX Renewables**

The obligation of MGX Renewables to complete the Arrangement shall be subject to the satisfaction of, among others, the following conditions, any of which may be waived by MGX Renewables:

- (a) **Performance by Other Party.** MGX shall have performed and complied in all material respects with all of the covenants and obligations thereof required to be performed by MGX prior to the completion of the Arrangement.
- (b) **Representations and Warranties.** The representations and warranties made by MGX in this Agreement that are qualified by the expression "Material Adverse Effect" or other materiality qualifier shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties are made by MGX as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties are made by MGX in this Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties are made by MGX as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, have a Material Adverse Effect on MGX, and MGX shall have provided to MGX Renewables an

officer's certificate certifying such accuracy or lack of Material Adverse Effect as of the Effective Date. No representation or warranty made by MGX hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are provided for or stated to be exceptions under this Agreement.

## **5.05 Merger of Conditions**

The conditions set out in Sections 5.02, 5.03 and 5.04 shall be conclusively deemed to have been satisfied, fulfilled or waived as of the Effective Time.

## **ARTICLE 6 SUPERIOR PROPOSALS AND TERMINATION**

### **6.01 Covenant Regarding Superior Proposals.** The Parties covenant as follows:

#### **(a) Acquisition Proposals and Superior Proposals.**

- (i) **“Acquisition Proposal”** means any proposal or offer made by a third party regarding a merger, amalgamation, statutory arrangement, share exchange, business combination, recapitalization, take-over bid, tender offer, sale or other disposition of 20% or more of the assets of a Party (on a consolidated basis) in a single transaction or a series of related transactions (or any lease, long-term supply agreement or other arrangement having the same economic effect as a sale or other disposition of 20% or more of the assets of such Party), reorganization, liquidation, winding-up, sale, issue or redemption of 20% or more of the total number of common shares or rights or interests therein or thereto or similar transactions involving such Party and/or its Subsidiaries (other than the Arrangement); and
- (ii) **“Superior Proposal”** means a bona fide written Acquisition Proposal made by a third party, with whom the Party to which it is made (the **“Target”**) deals at arm's length, to, directly or indirectly, acquire assets that individually or in the aggregate constitute all or substantially all of the assets (on a consolidated basis) of the Target or not less than all of the common shares of the Target not owned by the third party, whether by way of merger, amalgamation, arrangement, share exchange, take-over bid, business combination, or otherwise, and that the board of directors of the Target determines in good faith after consultation with its advisors and outside legal counsel: (a) is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; (b) is not subject to any extraordinary due diligence condition(s); (c) is not subject to any financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the Target's board; (d) that, unless it is in relation to the sale of all or substantially all of the assets (on a consolidated basis) of the Target, is offered or made to all shareholders in Canada and the United States of the Target on the same terms (for greater certainty, does not restrict the provision of payments described in paragraphs (b) or (c) of the definition of collateral benefits of MI 61-101); and (e) would in the opinion of the board of directors of the Target acting in good faith if consummated in accordance with its terms (without assuming away the risk of non-completion), result in a transaction more favourable to the shareholders of the Target, from a financial point of view, than the terms of the Arrangement, and the failure to recommend such proposal to the shareholders of the Target would be inconsistent with its fiduciary duties under applicable Law.

- (b) **Right to Accept a Superior Proposal.** MGX may accept, approve, recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal received prior to the date of approval of the Arrangement by its shareholders and terminate this Agreement if, and only if: the board of directors of MGX has determined in good faith, after consultation with outside legal counsel and its financial advisors, that the Superior Proposal is a Superior Proposal and it is necessary in order for the MGX board of directors to discharge properly its fiduciary duties to withdraw or modify its approval or recommendation of this Agreement and to approve or recommend such Superior Proposal.

## **6.02 Termination**

This Agreement may be terminated at any time:

- (a) by mutual written agreement between MGX and MGX Renewables;
- (b) by MGX if: (i) the board of directors of MGX shall have approved or recommended an Acquisition Proposal; or (ii) any other Party shall have entered into an agreement, understanding or arrangement with respect to a Superior Proposal in accordance with Section 6.01(b);
- (c) by MGX if the MGX Shareholder Approval shall not have been obtained at the MGX Meeting;
- (d) by any Party if any condition precedent to its obligations has not been satisfied by the Completion Deadline or where it is clear that the condition cannot be satisfied prior to the Completion Deadline; and
- (e) by MGX or MGX Renewables if there is a material breach by any other Party of its covenants under this Agreement.

## **ARTICLE 7 AMENDMENT**

### **7.01 Amendment**

This Agreement may, at any time and from time to time before or after the holding of the MGX Meeting be amended by mutual written agreement of the Parties hereto without, subject to applicable Law, further notice to or authorization on the part of the MGX Shareholders and any such amendment may, without limitation:

- (a) change the time for the performance of any of the obligations or acts of any Party hereto;
- (b) waive any inaccuracies in 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 the performance of any of the obligations of any of the Parties hereto; and
- (d) waive compliance with or modify any condition herein contained;

provided however that this Agreement and the Plan of Arrangement may be amended in accordance with the Final Order.

**ARTICLE 8  
GENERAL**

**8.01 Notices**

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party hereto shall be in writing and shall be delivered by hand to the Party hereto to which the notice is to be given at the following address or sent by electronic delivery to the following email address or to such other address, email address or facsimile number as shall be specified by a Party hereto by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by electronic delivery be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 3:00 p.m. (Vancouver time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service of each of the Parties hereto shall be as follows:

(a) if to MGX:

MGX Minerals Inc.  
1080 Howe Street, Suite 303  
Vancouver, BC V6Z 2T1

Attention: Jared Lazerson  
Email: jared@mgxminerals.com

With a copy to (which shall not constitute notice):

Segev LLP  
318 Homer Street, Suite 310  
Vancouver, BC V6B 2V2

Attention: Danny Matthews  
Email: d.matthews@segev.ca

(b) if to MGX Renewables:

MGX Renewables Inc.  
c/o MGX Minerals Inc.  
1080 Howe Street, Suite 303  
Vancouver, BC V6Z 2T1

Attention: Jared Lazerson  
Email: jared@mgxminerals.com

With a copy to (which shall not constitute notice):

Fasken Martineau DuMoulin LLP  
350 7 Ave SW, Suite 3400  
Calgary, AB T2P 3N9

Attention: Chris Wolfenberg  
Email: cwolfenberg@fasken.com

## **8.02 Expenses**

The Parties hereto agree that all out-of-pocket expenses incurred in connection with this Agreement and the transactions contemplated hereby, the MGX Meeting and the preparation and mailing of the MGX Circular, including legal and accounting fees, printing costs and all disbursements by advisors, shall be paid by the Party hereto incurring such expense and that nothing in this Agreement shall be construed so as to prevent the payment of such expenses. The provisions of this Section 8.02 shall survive the termination of this Agreement.

## **8.03 Time of the Essence**

Time shall be of the essence in this Agreement.

## **8.04 Third Party Beneficiaries**

- (a) The Parties intend that:
  - (i) this Agreement will not benefit or create any right or cause of action in favour of any person, other than the Parties; and
  - (ii) no person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.
- (b) The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any person who is not a Party, without notice to or consent of that person.

## **8.05 Public Announcements**

- (a) MGX Renewables shall not issue any press release or otherwise make written public statements with respect to the Arrangement or this Agreement without the consent of MGX (which consent shall not be unreasonably withheld, conditioned or delayed).
- (b) MGX Renewables shall not make any filing with any Governmental Entity with respect to the Arrangement or the transactions contemplated hereby without prior consultation with MGX, provided, however, that:
  - (i) the foregoing shall be subject to MGX Renewables' overriding obligation to make any disclosure or filing required under applicable Laws; and
  - (ii) MGX Renewables shall use commercially reasonable efforts to:
    - (A) give prior oral or written notice to MGX; and
    - (B) provide reasonable opportunity for MGX to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing),

and if such prior notice is not possible, to give notice immediately following the making of any such disclosure or filing.

- (c) The Parties acknowledge that this Agreement may be filed under each Party's profile on SEDAR; provided that each Party will provide reasonable opportunity for the other Party to review or comment on the disclosure or filing (including any proposed redactions).

#### **8.06 Entire Agreement**

This Agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties hereto with respect to the subject matter hereof. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

#### **8.07 Further Assurances**

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other of them, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Plan of Arrangement.

#### **8.08 Governing Law**

This Agreement shall be governed by, and be construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia.

#### **8.09 Execution in Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same. Delivery of an executed counterpart of the signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart of this Agreement, and any Party delivering an executed counterpart of the signature page to this Agreement by facsimile to any other Party shall thereafter also promptly deliver a manually executed original counterpart of this Agreement to such other Party, but the failure to deliver such manually executed original counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

#### **8.10 Waiver**

No waiver or release by any Party hereto shall be effective unless in writing and executed by the Party granting such waiver or release and any waiver or release shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence. Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 7.01 hereof.

#### **8.11 No Personal Liability**

- (a) No director or officer of MGX shall have any personal Liability whatsoever (other than in the case of fraud, gross negligence or willful misconduct) to MGX Renewables under this Agreement or any other document delivered in connection with this Agreement or the Arrangement by or on behalf of MGX.

- (b) No director or officer of MGX Renewables shall have any personal Liability whatsoever (other than in the case of fraud, gross negligence or willful misconduct) to MGX under this Agreement or any other document delivered in connection with this Agreement or the Arrangement by or on behalf of MGX Renewables.

#### **8.12 Enurement and Assignment**

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

*[Remainder of page left intentionally blank]*

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

**MGX MINERALS INC.**

Per: (signed) "*Jared Lazerson*"

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Name: Jared Lazerson

Title: President, Chief Executive Officer and a  
director

**MGX RENEWABLES INC.**

Per: (signed) "*Jared Lazerson*"

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Name: Jared Lazerson

Title: Chief Executive Officer and a director



**SCHEDULE A**

**PLAN OF ARRANGEMENT  
UNDER DIVISION 5 OF PART 9 OF THE  
BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)**

(See Appendix "C" of this Circular)

**SCHEDULE B**  
**FORM OF REORGANIZATION RESOLUTION**

(See Appendix "B" of this Circular)

## **SCHEDULE C**

### **REPRESENTATIONS AND WARRANTIES OF MGX RENEWABLES**

MGX Renewables represents and warrants to MGX as set forth in this Schedule C and acknowledges and agrees that MGX is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) **Organization and Qualification.** MGX Renewables is duly incorporated and validly existing and in good standing under the BCBCA and has full corporate power and authority to own its assets and has all material permits necessary to conduct its business as now owned and conducted. MGX Renewables is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a Material Adverse Effect on MGX Renewables. True and complete copies of the constating documents of MGX Renewables have been delivered or made available to MGX, and MGX Renewables has not taken any action to amend or supersede such documents since they were delivered or made available.
- (b) **Authority Relative to this Agreement.** MGX Renewables has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to complete the Plan of Arrangement. The execution and delivery of this Agreement by MGX Renewables and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by the board of directors of MGX Renewables, and no other corporate proceedings on the part of MGX Renewables are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by MGX Renewables and constitutes a valid and binding obligation of MGX Renewables, enforceable by MGX against it in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (c) **No Conflict, Required Filings and Consent.** The execution and delivery by MGX Renewables of this Agreement and the performance by it of its covenants hereunder and the completion of the Plan of Arrangement will not violate, conflict with or result in a breach of any provision of the constating documents of MGX Renewables, and except as would not, individually or in the aggregate, have or reasonably be expected to have a Material Adverse Effect on MGX Renewables, will not: (a) violate, conflict with or result in a breach of: (i) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, authorizations, licence or permit to which MGX Renewables is a party or by which MGX Renewables is bound; or (ii) any Law to which MGX Renewables is subject or by which is bound; (b) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, authorization, deed of trust, mortgage, bond, instrument, licence or permit; or (c) give rise to any rights of first refusal or rights of first offer, trigger any change in control or influence provisions or any restriction or limitation under any such agreement, contract, indenture, authorization, deed of trust, mortgage, bond, instrument, licence or permit, or result in the imposition of any Encumbrance, charge or lien upon any of MGX Renewables' assets. Other than the Interim Order, the Final Order, the Plan of Arrangement, filings required to be made pursuant to applicable securities Laws and filings required to be made with the CSE, no authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of MGX Renewables for the consummation by MGX Renewables of its obligations in connection

with the Plan of Arrangement under this Agreement or for the completion of the Plan of Arrangement not to cause or result in any loss of any rights or assets or any interest therein held by MGX Renewables in any material properties, except for such authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the Plan of Arrangement.

- (d) **MGX Renewables Subsidiaries.** MGX Renewables does not have any Subsidiaries.
- (e) **Capitalization.**
  - (i) The authorized share capital of MGX Renewables consists of an unlimited number of MGX Renewables Common Shares and an unlimited number of preferred shares, issuable in series. As at the date of this Agreement there are 30,000,000 MGX Renewables Common Shares validly issued and outstanding as fully-paid and non-assessable shares of MGX Renewables. Other than the Subscription Receipts, there are no options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of MGX Renewables to issue or sell any shares of MGX Renewables or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of MGX Renewables, and there are no outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments of MGX Renewables, and no person is entitled to any pre-emptive or other similar right granted by MGX Renewables.
  - (ii) There are no outstanding contractual obligations of MGX Renewables to repurchase, redeem or otherwise acquire any MGX Renewables Common Shares.
  - (iii) No order ceasing or suspending trading in securities of MGX Renewables nor prohibiting the sale of such securities has been issued and is outstanding against MGX Renewables or its directors, officers or promoters and no such proceeding is pending, contemplated or threatened.
  - (iv) All outstanding MGX Renewables Common Shares and all outstanding shares of capital stock, voting securities or other ownership interests, securities or interests in MGX Renewables, have been issued or granted, as applicable, in compliance in all material respects with all applicable securities laws, including the 1933 Act.
- (f) **Residency.** For the purposes of the Tax Act and for all other purposes, MGX Renewables is a resident in Canada.

**SCHEDULE D**  
**REPRESENTATIONS AND WARRANTIES OF MGX**

MGX represents and warrants to MGX Renewables as set forth in this Schedule D and acknowledges and agrees that MGX Renewables is relying upon such representations and warranties in connection with the entering into of this Agreement:

- (a) **Organization and Qualification.** MGX is duly incorporated and validly existing and in good standing under the BCBCA and has full corporate power and authority to own its assets and has all material permits necessary to conduct its business as now owned and conducted. MGX is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary, except where the failure to be so qualified will not, individually or in the aggregate, have a Material Adverse Effect on MGX. True and complete copies of the constating documents of MGX have been delivered or made available to MGX Renewables, and MGX has not taken any action to amend or supersede such documents since they were delivered or made available.
- (b) **Authority Relative to this Agreement.** MGX has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to complete the Plan of Arrangement. The execution and delivery of this Agreement by MGX and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by the MGX board of directors, and no other corporate proceedings on the part of MGX are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly executed and delivered by MGX and constitutes a valid and binding obligation of MGX, enforceable by MGX Renewables against it in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (c) **No Conflict, Required Filings and Consent.** The execution and delivery by MGX of this Agreement and the performance by it of its covenants hereunder and the completion of the Plan of Arrangement will not violate, conflict with or result in a breach of any provision of the constating documents of MGX.
- (d) **Residency.** For the purposes of the Tax Act and for all other purposes, MGX is a resident in Canada.