

**AMALGAMATION AGREEMENT**

**AMONG:**

**MANSA EXPLORATION INC.**

**AND:**

**1303889 B.C. LTD.**

**AND:**

**WHEELER RESOURCES INC.**

**AND:**

**CHRISTOPHER R. PAUL**

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## TABLE OF CONTENTS

<b>PART 1 INTERPRETATION .....</b>	<b>2</b>
DEFINITIONS .....	2
INTERPRETATION .....	7
EXHIBITS.....	9
<b>PART 2 THE AMALGAMATION .....</b>	<b>9</b>
AGREEMENT TO AMALGAMATE .....	9
EFFECT OF AMALGAMATION.....	9
NAME.....	9
REGISTERED OFFICE .....	9
AUTHORIZED CAPITAL AND RESTRICTIONS ON SHARE TRANSFERS .....	9
FISCAL YEAR .....	10
BUSINESS .....	10
INITIAL DIRECTORS.....	10
INITIAL OFFICERS .....	10
EXCHANGE OF SUBCO SHARES AND WHEELER SHARES .....	10
DISSENTING SHAREHOLDERS .....	11
COMPLETION OF THE AMALGAMATION AND EFFECTIVE DATE .....	11
ACKNOWLEDGMENT OF ESCROW AND RESALE RESTRICTIONS .....	11
MANSA GUARANTEE.....	11
<b>PART 3 COVENANTS .....</b>	<b>12</b>
MUTUAL COVENANTS.....	12
ADDITIONAL COVENANTS OF MANSA AND SUBCO .....	13
ADDITIONAL COVENANTS OF WHEELER .....	14
<b>PART 4 REPRESENTATIONS AND WARRANTIES .....</b>	<b>14</b>
REPRESENTATIONS AND WARRANTIES OF MANSA AND SUBCO .....	14
REPRESENTATIONS AND WARRANTIES OF WHEELER .....	18
SURVIVAL OF REPRESENTATION AND WARRANTIES .....	22
<b>PART 5 AGREEMENTS .....</b>	<b>22</b>
AMALGAMATION RESOLUTIONS .....	22
<b>PART 6 INDEMNIFICATION .....</b>	<b>23</b>
MUTUAL INDEMNIFICATIONS FOR BREACHES OF WARRANTY .....	23
LIMITATION ON MUTUAL INDEMNIFICATION .....	23
PROCEDURE FOR INDEMNIFICATION.....	24
<b>PART 7 CONDITIONS PRECEDENT .....</b>	<b>25</b>
MUTUAL CONDITIONS PRECEDENT .....	25
ADDITIONAL CONDITIONS TO OBLIGATIONS OF MANSA .....	25
ADDITIONAL CONDITIONS TO OBLIGATIONS OF WHEELER .....	27
NOTICE AND EFFECT OF FAILURE TO COMPLY WITH CONDITIONS .....	28
SATISFACTION OF CONDITIONS .....	28
<b>PART 8 AMENDMENT .....</b>	<b>28</b>

AMENDMENT .....	28
<b>PART 9 TERMINATION.....</b>	<b>29</b>
TERMINATION .....	29
<b>PART 10 GENERAL.....</b>	<b>29</b>
NOTICES.....	29
BINDING EFFECT .....	30
ASSIGNMENT.....	30
ENTIRE AGREEMENT .....	30
PUBLIC COMMUNICATIONS .....	30
NO SHOP .....	31
COSTS .....	31
CONFIDENTIALITY .....	31
SEVERABILITY .....	32
FURTHER ASSURANCES.....	32
TIME OF ESSENCE .....	32
APPLICABLE LAW AND ENFORCEMENT .....	32
WAIVER .....	32
COUNTERPARTS .....	32
EXHIBIT “A” – FORM OF ARTICLES OF AMALCO	
EXHIBIT “B” – FORM OF AMALGAMATION APPLICATION	
EXHIBIT “C” – DESCRIPTION OF THE PROPERTY	

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## AMALGAMATION AGREEMENT

**THIS AMALGAMATION AGREEMENT** is dated as of the 31<sup>st</sup> day of May, 2021.

**AMONG:**

**MANSA EXPLORATION INC.**, a corporation existing under the laws of the Province of British Columbia, having an office at 401-217 Queen Street West, Toronto, Ontario M5V 0R2

(“**Mansa**”)

**AND:**

**1303889 BC LTD.**, a corporation existing under the laws of the Province of British Columbia, having an office at 1500-1055 West Georgia Street, Vancouver, British Columbia V6E 4N7

(“**Subco**”)

**AND:**

**WHEELER RESOURCES INC.**, a corporation existing under the laws of the Province of British Columbia, having an office at 1500-1055 West Georgia Street, Vancouver, British Columbia V6E 4N7

(“**Wheeler**”)

**AND:**

**CHRISTOPHER R. PAUL.**, an individual with an address located at [Address Redacted]

(“**Paul**”)

**WHEREAS:**

(A) It is intended that Wheeler and Subco, a wholly-owned subsidiary of Mansa, will amalgamate and form one corporation under the provisions of the BCBCA (the “**Amalgamation**”); and

(B) Upon the Amalgamation taking effect, shareholders of Wheeler will receive common shares of Mansa in the proportion and to the extent set out herein;

**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:

**PART 1**  
**INTERPRETATION**

**Definitions**

1.1 In this Agreement, the following defined terms have the meanings hereinafter set forth:

- (a) “**Affiliate**” means any person which, directly or indirectly, controls, is controlled by, or is under common control with, a person;
- (b) “**Agreement**” means this Amalgamation agreement (including the exhibits hereto) as supplemented, modified or amended, and not to any particular article, section, schedule, exhibit or other portion hereof;
- (c) “**Alternative Transaction**” has the meaning set forth in Section 10.6;
- (d) “**Amalco**” means the corporation continuing from the Amalgamation;
- (e) “**Amalco Shares**” means the common shares in the capital of Amalco;
- (f) “**Amalgamation**” means the amalgamation of Subco and Wheeler under the provisions of the BCBCA on the terms and conditions set forth in this Agreement;
- (g) “**Amalgamation Application**” means the amalgamation application as contemplated by the BCBCA and in substantially the form set out in Exhibit “B” hereto;
- (h) “**Amalgamation Resolution**” means the special resolution in respect of the Amalgamation, and other matters, to be considered by the Wheeler Shareholders at the Wheeler Meeting, or the unanimous consent resolution in respect of the Amalgamation, and other matters, to be signed by all Wheeler Shareholders;
- (i) “**Applicable Laws**”, in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or persons or its or their business, undertaking, property or securities;
- (j) “**Articles**” means the Articles of Amalco in respect of the Amalgamation and in substantially the form set out in Exhibit “A” to this Agreement;
- (k) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended, including the regulations promulgated thereunder;
- (l) “**Business**” means the business and activities carried on by Wheeler, including the exploration, evaluation, and related activities on the Property;

- (m) “**Business Day**” means a day other than a Saturday, Sunday or other day when banks in the City of Vancouver, British Columbia, are not generally open for business;
- (n) “**Claims**” has the meaning set forth under Section 6.1;
- (o) “**Constating Documents**” means as to each of the Parties, its certificate of incorporation, notice of articles and articles as in effect as of the date of this Agreement;
- (p) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (q) “**Corporate Records**” means the corporate records of Wheeler including the Constating Documents, share registers, registers of directors, list of bank accounts and signing authorities and minutes of shareholders’ and directors’ meetings;
- (r) “**Disclosure Schedule**” means the disclosure schedule arranged in section and subsection corresponding to the numbered and lettered sections and subsections contained in this Agreement, as applicable;
- (s) “**Dissenting Shareholder**” means a registered holder of Wheeler Shares who has validly exercised its dissent rights in respect of the Amalgamation and transactions related thereto under the applicable provisions of the BCBA;
- (t) “**Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (u) “**Effective Time**” means the effective time of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (v) “**Encumbrances**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, option, license or license fee, royalty, production payment, restrictive covenant or other encumbrance of any nature, or any agreement to give or create any of the foregoing, but excludes any obligations in connection with the Exploration Licenses, any matters arising from any First Nations or other aboriginal group claims, or encumbrances that might be imposed by any Governmental Authority;
- (w) “**Exchange**” means the Canadian Securities Exchange;
- (x) “**Exploration Licences**” has the meaning set forth in Exhibit “C”;
- (y) “**Fundamental Representations**” means (a) with respect to Mansa and Subco, the representations set forth in Sections 4.1(a) to 4.1(d), inclusive, and (b) with respect to Wheeler, the representations set forth in Sections 4.2(a) to 4.2(f);
- (z) “**Governmental Authority**” means any federal, state, provincial and municipal government, regulatory authority, governmental department, ministry, agency,

commission, bureau, official, minister, crown corporation, court, board, tribunal, stock exchange, dispute settlement panel or body or other law, rule or regulation-making entity having jurisdiction;

- (aa) “**IFRS**” means International Financial Reporting Standards applicable as of the date of the financial statements, document or event in question;
- (bb) “**Indemnified Party**” has the meaning set forth in Section 6.1;
- (cc) “**Indemnifying Party**” has the meaning set forth in Section 6.1;
- (dd) “**IP**” means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (vii) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (viii) licenses, contacts and agreements otherwise relating to the IP, and (ix) the goodwill symbolized or represented by the foregoing;
- (ee) “**Labrador Inuit Land Claims**” has the meaning set forth in the Labrador Inuit Land Claims Agreement;
- (ff) “**Labrador Inuit Land Claims Agreement**” means the land claims agreement entered into among The Inuit of Labrador, as represented by the Labrador Inuit Association, Her Majesty the Queen in right of Newfoundland and Labrador, and Her Majesty the Queen in right of Canada;
- (gg) “**Mansa**” means Mansa Exploration Inc., a corporation existing under the laws of the Province of British Columbia;
- (hh) “**Mansa Financial Statements**” means the audited financial statements of Mansa for the year ended December 31, 2020, and the unaudited interim financial statements for the nine-month period ended September 30, 2020;
- (ii) “**Mansa Shares**” means the common shares in the capital of Mansa;
- (jj) “**Material Adverse Change**” or “**Material Adverse Effect**” means, with respect to a Person, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, results of operations, assets, capitalization, financial condition, rights, liabilities or prospects, contractual or otherwise,

of such Person and its subsidiaries, if applicable, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement; (ii) any action or inaction taken by such Person to which the other Person had consented in writing; (iii) the announcement of the transactions contemplated by the Amalgamation or this Agreement; or (iv) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide;

- (kk) **“Material Change”** and **“Material Fact”** has the meanings ascribed thereto under the Securities Laws;
- (ll) **“Material Contract”** means those Contracts, agreements, understandings or arrangements entered into by Mansa or Wheeler which have individual payment obligations on the part of Mansa or Wheeler that exceed \$50,000, are for a term extending one year after the Effective Time, have been entered into out of the ordinary course of business, or are otherwise material to the Business;
- (mm) **“Mineral Rights”** means any permit, claim, license, lease, concession, tenement, mineral disposition, mineral lease or other form of title or tenure, and any other right (including the right of entry to or the right to work upon lands), whether contractual, statutory or otherwise, which among other things, allows or permits a person to explore for, develop, mine, extract, sell or otherwise dispose of, Minerals, including the Exploration Licenses;
- (nn) **“Minerals”** means all ores, solutions and concentrates, and metals derived therefrom, containing precious, base or industrial minerals (including gems and uranium) which are found in, on or under the Property and may lawfully be explored for, mined and sold under the Mineral Rights and other instruments of title under which the Property is held;
- (oo) **“Other Rights”** means any interest in real property, whether freehold, leasehold, license, right-of-way, easement, any other surface or other right in relation to real property, and any right, licence or permit in relation to the use or diversion of water, but excluding any Mineral Rights;
- (pp) **“Outside Date”** means July 31, 2021;
- (qq) **“Parties”** means, collectively, the parties to this Agreement, and **“Party”** means any one of them;
- (rr) **“Paul”** means Christopher R. Paul, an individual residing in the Province of British Columbia;
- (ss) **“Personnel”** means, in relation to a party, any of its, or its Affiliates’, directors, officers, employees, agents, consultants, invitees, subcontractors and representatives involved, either directly or indirectly, in the performance of the party’s obligations under this Agreement;
- (tt) **“Property”** means the Mineral Rights and Other Rights, if any, described in Exhibit “C”, together with any present or future renewal, extension, modification, substitution, amalgamation or variation of any of those Mineral Rights or Other Rights that derive directly from those Mineral Rights or Other Rights (whether granting or conferring the

same, similar or any greater rights and whether extending over the same or a greater or lesser domain);

- (uu) **“Public Record”** means all information filed by Mansa with any securities commission or similar regulatory authority which are available through the SEDAR website as of the date hereof;
- (vv) **“Registrar”** means the Registrar of Companies or a Deputy Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (ww) **“Rope Cove Mineral License”** means License No. 032112M, consisting of 30 claims and an area of 750 hectares acquired by Mansa through the Rope Cove Purchase Agreement;
- (xx) **“Rope Cove Property”** means the 750 hectare property located in Newfoundland and Labrador, including the Rope Cove Mineral License;
- (yy) **“Rope Cove Purchase Agreement”** means the letter agreement dated April 9, 2021, among Mansa, United Gold Inc., G2B Gold Inc. and Grassroots Prospecting & Prospect Generation Inc., pursuant to which Mansa acquired the Rope Cove Property;
- (zz) **“Securities Act”** means the *Securities Act* (British Columbia), as amended, including the regulations promulgated thereunder;
- (aaa) **“Securities Laws”** means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (bbb) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;
- (ccc) **“Subco”** means 1303889 B.C. Ltd., a wholly-owned subsidiary of Mansa;
- (ddd) **“Subco Shares”** means common shares in the capital of Subco;
- (eee) **“subsidiary”** has the meaning ascribed thereto in the Securities Act;
- (fff) **“Survival Period”** has the meaning set forth in Section 4.3;
- (ggg) **“Tax”** means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax,

stamp tax, environmental tax, transfer tax, severance tax, workers' compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and "**Taxes**" has a corresponding meaning;

- (hhh) "**Tax Returns**" means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto;
- (iii) "**Transfer Agent**" means Capital Transfer Agency Inc., the Transfer Agent for the Mansa Shares;
- (jjj) "**Unaudited Wheeler Financial Statements**" means the unaudited, management prepared consolidated financial statements of Wheeler for the period from incorporation to March 31, 2021, copies of which are attached hereto as Exhibit D;
- (kkk) "**Wheeler**" means Wheeler Resources Inc., a corporation existing under the laws of Province of British Columbia;
- (lll) "**Wheeler Meeting**" means the special meeting of Wheeler Shareholders to be called to consider and, if thought fit, authorize, approve and adopt the Amalgamation Resolution and related matters, and includes any adjournments thereof;
- (mmm) "**Wheeler Property**" means the 19,000 hectare property located in Newfoundland and Labrador, including License Nos. 032275M, 032117M, 030758M, 032274M, 030784M, 032273M, 032271M, 032272M, and 030800M;
- (nnn) "**Wheeler Purchase Agreement**" means the letter agreement dated April 5, 2021, among Mansa, Clearwater Resources Inc. and Oliver Friesen, pursuant to which Mansa acquired the Wheeler Property;
- (ooo) "**Wheeler Shareholders**" means the holders of Wheeler Shares; and
- (ppp) "**Wheeler Shares**" means common shares in the capital of Wheeler.

## **Interpretation**

1.2 For the purposes of this Agreement, except as otherwise expressly provided:

- (a) 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", "hereto", "herein" and "hereunder" and similar expressions refer to this Agreement (including exhibits hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto;

- (b) words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders;
- (c) the word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) 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;
- (e) any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, and to any regulations promulgated thereunder. References to any agreement or document shall be to such agreement or document (together with all schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time;
- (f) all sums of money that are referred to in this Agreement are expressed in lawful money of Canada unless otherwise noted;
- (g) 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;
- (h) 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 principals of equity);
- (i) capitalized terms in the Disclosure Schedule will have the same definition as in the body of this Agreement unless otherwise defined;
- (j) an item disclosed in one section or subsection of the Disclosure Schedule will apply only with respect to the indicated section or subsection, except to the extent that it is reasonably apparent on the face of the disclosure that such disclosure is also applicable to another section or subsection of the Disclosure Schedule;
- (k) where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers of the Party after due inquiry; and
- (l) the Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

## **Exhibits**

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

Exhibit "A" – Form of Articles of Amalco

Exhibit "B" – Form of Amalgamation Application

Exhibit "C" – Description of the Property

## **PART 2** **THE AMALGAMATION**

### **Agreement to Amalgamate**

2.1 The Parties agree that Subco and Wheeler shall amalgamate pursuant to the provisions of the BCBCA as of the Effective Date and continue as one corporation on the terms and conditions set out in this Agreement.

### **Effect of Amalgamation**

2.2 Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time and in consequence of the Amalgamation:

- (a) Wheeler and Subco shall be amalgamated and continue as one corporation;
- (b) each of Wheeler and Subco shall cease to exist as entities separate from Amalco;
- (c) the property of each of Wheeler and Subco shall continue to be the property of Amalco;
- (d) Amalco shall continue to be liable for the obligations of each of Wheeler and Subco;
- (e) the holders of Wheeler Shares and holders of Subco Shares shall receive shares in the manner and subject to the terms of Section 2.10; and
- (f) the Articles attached hereto as Exhibit "A" shall be the Articles of Amalco.

### **Name**

2.3 The name of Amalco shall be "Wheeler Resources Inc."

### **Registered Office**

2.4 The registered office of Amalco shall be 1500-1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7.

### **Authorized Capital and Restrictions on Share Transfers**

2.5 The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, which shall have the rights, privileges, restrictions and conditions set out in the

Articles. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles.

**Fiscal Year**

2.6 The fiscal year end of Amalco shall be December 31 of each calendar year.

**Business**

2.7 There shall be no restriction on the business which Amalco is authorized to carry on.

**Initial Directors**

2.8 The first directors of Amalco shall be the persons whose name and address appear below:

<u>Name</u>	<u>Address</u>
Trumbull Fisher	[Address Redacted]
Ryan Cheung	[Address Redacted]

Such directors shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

**Initial Officers**

2.9 The first officers of Amalco shall be the persons whose name and position appear below:

<u>Name</u>	<u>Position</u>
Trumbull Fisher	Chief Executive Officer
Ryan Cheung	Chief Financial Officer

**Exchange of Subco Shares and Wheeler Shares**

2.10 Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

- (a) each Wheeler Shareholder (other than Dissenting Shareholders who are ultimately entitled to be paid the fair market value for their Wheeler Shares) will receive one Mansa Share at a deemed price of \$0.15 per Mansa Share in exchange for each Wheeler Share held by such holder and the Wheeler Shares will be cancelled;
- (b) each holder of Subco Shares will receive one Amalco Share in exchange for each Subco Share held by such holder and the Subco Shares will be cancelled; and
- (c) in consideration for Mansa's issuance of Mansa Shares referenced in Section 2.10(a), Amalco shall issue to Mansa one Amalco Share for each Mansa Share issued by Mansa under Section 2.10(a).

### **Dissenting Shareholders**

2.11 Registered Wheeler Shareholders entitled to vote at the Wheeler Meeting will be entitled to exercise dissent rights with respect to their Wheeler Shares in connection with the Amalgamation pursuant to and in the manner set forth in the BCBCA. Wheeler shall give Mansa notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such dissent rights and received by Wheeler and shall provide Mansa with copies of such notices and written objections. Wheeler Shares which are held by a Dissenting Shareholder shall not be exchanged for Mansa Shares pursuant to the Amalgamation. However, if a Dissenting Shareholder fails to perfect or effectively withdraws such Dissenting Shareholder's claim under the BCBCA or forfeits such Dissenting Shareholder's right to make a claim under the BCBCA, or if such Dissenting Shareholder's rights as a Wheeler Shareholder are otherwise reinstated, such Wheeler Shareholder's Wheeler Shares shall thereupon be deemed to have been exchanged for Mansa Shares as of the Effective Time as prescribed herein.

### **Completion of the Amalgamation and Effective Date**

2.12 Upon the satisfaction or waiver of the conditions herein contained in favour of each Party, Wheeler and Subco shall immediately deliver to the Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Effective Time.

### **Acknowledgment of Escrow and Resale Restrictions**

2.13 Wheeler acknowledges and agrees that in accordance with the policies of the Exchange and Applicable Laws (including Securities Laws), the Mansa Shares issued to certain Wheeler Shareholders may be subject to escrow and/or resale restrictions under the policies of the Exchange and Applicable Laws (including Securities Laws).

### **Mansa Guarantee**

2.14 Mansa hereby unconditionally and irrevocably guarantees the due and punctual performance by Subco of each and every covenant and obligation of Subco arising under the Amalgamation. Mansa hereby agrees that Wheeler shall not have to proceed first against Subco before exercising its rights under this guarantee against Mansa.

### **Paul Guarantee**

2.15 Paul, the sole director and officer of Wheeler, hereby unconditionally and irrevocably guarantees (i) the due and punctual performance of Wheeler of each and every covenant of Wheeler arising under the Amalgamation, and (ii) the completeness and accuracy of the representations and warranties made by Wheeler in this Agreement, as follows:

- (a) with respect to the representations and warranties set forth in Sections 4.2(x), 4.2(y), 4.2(aa), and 4.2(z), until the expiration of the latest applicable statute of limitations under Applicable Laws; and
- (b) with respect to each and every other covenant, representation, and warranty of Wheeler, for a period of twelve (12) months following the Effective Time.

**PART 3**  
**COVENANTS**

**Mutual Covenants**

3.1 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of the Parties shall:

- (a) carry on its business in the usual, regular and ordinary course of business consistent with its past practice;
- (b) not alter or amend its Constatng Documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;
- (c) take, or cause to be taken, all action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Amalgamation, including using reasonable commercial efforts:
  - (i) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;
  - (ii) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Amalgamation;
  - (iii) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and
  - (iv) to reasonably cooperate with the other Parties and their tax advisors in structuring the Amalgamation and other transactions contemplated to occur in conjunction with the Amalgamation in a tax effective manner and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and its tax advisors shall consider necessary, acting reasonably;
- (d) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;
- (e) use reasonable commercial efforts to obtain and maintain the third party approvals applicable to them and provide the same to the other Parties on or prior to the Effective Date;
- (f) use reasonable commercial efforts to complete the Amalgamation by July 31, 2021, or as soon as reasonably practicable thereafter;

- (g) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of Mansa or Wheeler acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby. Without limiting the foregoing, except as provided in this Agreement, none of the Parties shall (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement (other than on the exercise of convertible securities);
- (h) furnish to the other Parties such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by another Party, which information shall be true and complete in all material respects and shall not contain an untrue statement of any Material Fact or omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading and will notify the other Parties of any significant development or Material Change relating to it promptly after becoming aware of any such development or change;
- (i) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and the Parties shall in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to this Section 3.1(i);
- (j) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and
- (k) not, directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into discussions or negotiations with any person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is required as a result of the duties of directors and officers of the applicable Party in compliance with Applicable Laws.

#### **Additional Covenants of Mansa and Subco**

3.2 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of Mansa and Subco covenant and agree that:

- (a) Mansa and Subco shall use their reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 7.1 and Section 7.3 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of Mansa or Subco, as the case may be;

- (b) Mansa shall, as the sole shareholder of Subco, approve by special resolution the Amalgamation, together with such matters as are required to effect the Amalgamation; and
- (c) Mansa shall, on the Effective Date, provide to the Transfer Agent a direction authorizing and directing the Transfer Agent to issue the Mansa Shares issuable under the Amalgamation to holders of the Wheeler Shares and shall direct the Transfer Agent to distribute the Mansa Shares to the holders of the Wheeler Shares in accordance with the terms of the Amalgamation.

#### **Additional Covenants of Wheeler**

3.3 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, Wheeler covenants and agrees that:

- (a) Wheeler will use its reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 7.1 and Section 7.2 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of Wheeler;
- (b) Wheeler shall not incur any indebtedness;
- (c) Wheeler shall use reasonable commercial efforts to seek approval of the Amalgamation Resolution, together with the approval of such matters as are required to effect the Amalgamation;
- (d) Wheeler shall promptly advise Mansa of the number of Wheeler Shares for which Wheeler receives notices of dissent or written objections to the Amalgamation; and
- (e) Wheeler shall amend each of the Wheeler Purchase Agreement and the Rope Cove Purchase Agreement to address certain deficiencies, as required by Mansa acting reasonably.

### **PART 4** **REPRESENTATIONS AND WARRANTIES**

#### **Representations and Warranties of Mansa and Subco**

4.1 Mansa and Subco represent and warrant, jointly and severally, to Wheeler as follows, and acknowledge that Wheeler is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) each of Mansa and Subco are validly existing and in good standing under the laws of the Province of British Columbia and are duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) each of Mansa and Subco have the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this

Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;

(c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Effective Time, duly authorized, executed and delivered by Mansa and Subco and each is, or will be at the Effective Time, a legal, valid and binding obligation of Mansa and Subco, enforceable in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought;

(d) the execution and delivery of this Agreement does not, and the consummation of the Amalgamation will not, (i) result in a breach or violation of the articles of Mansa or Subco or of any resolutions of the directors or shareholders of Mansa or Subco, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Material Contract), licence or permit to which Mansa or Subco is a party or by which Mansa or Subco is bound or to which any material assets or property of Mansa or Subco is subject, or (iii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to Mansa or Subco;

(e) the authorized capital of Mansa consists of an unlimited number of Mansa Shares, of which, as of the date hereof, 20,312,845 Mansa Shares are issued and outstanding as fully paid and non-assessable; as of the date hereof, 488,400 common share purchase warrants of Mansa are outstanding, 1,600,000 restricted share units are outstanding, and nil stock options are outstanding;

(f) other than as set out in Section 5.01(e), there are no other Mansa Shares or securities convertible, exercisable or exchangeable into Mansa Shares issued or outstanding;

(g) the authorized capital of the Subco consists of an unlimited number of Subco Shares, of which, as of the date hereof, one Subco Share is issued and outstanding as fully paid and non-assessable; as of the date hereof, nil securities convertible, exercisable or exchangeable into Subco Shares issued or outstanding;

(h) the Mansa Shares are listed for trading on the Exchange and Mansa is not in material default of any of the listing requirements of the Exchange;

(i) Mansa is a "reporting issuer" in the provinces of British Columbia, Alberta and Ontario and is not in material default of Securities Laws;

(j) except for the holders of the securities set out Section 5.01(e), no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Mansa or Subco;

(k) neither Mansa nor Subco has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Wheeler;

- (l) all disclosure documents of Mansa filed under the Securities Laws of the Provinces of British Columbia, Alberta and Ontario since the date of its incorporation, but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications contain no untrue statement of a Material Fact as at the date thereof nor do they omit to state a Material Fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
- (m) the audited financial statements Mansa for the year ended December 31, 2020, copies of which are available on SEDAR, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Mansa for the periods then ended and the Mansa Financial Statements have been prepared in accordance with GAAP applied on a consistent basis;
- (n) to the knowledge of Mansa, no information has come to the attention of Mansa since the last date of the most recently issued Mansa Financial Statements that would or would reasonably be expected to require any restatement or revisions of any such financial statements;
- (o) except as disclosed in the Mansa Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to Mansa;
- (p) except as disclosed in the Mansa Financial Statements, Mansa is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (q) since December 31, 2020, there has been no Material Adverse Change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of Mansa;
- (r) Mansa and Subco has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (s) the Material Contracts of Mansa are each in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Mansa has not violated or breached, in any material respect, any of the terms or conditions of any Purchaser Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (t) other than as required by corporate law or the policies of the Exchange, there are no waivers, consents, notices or approvals required to be given or obtained by Mansa in connection with the Amalgamation and the other transactions contemplated by this Agreement under any Contract to which Mansa is a party;
- (u) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Mansa or Subco is required to be obtained by Mansa or Subco in connection with the execution and delivery of this Agreement or the consummation of the Amalgamation, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those

consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Amalgamation or otherwise prevent or materially delay Mansa or Subco from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Mansa or Subco;

(v) there is no suit, action or proceeding or, to the knowledge of the Mansa or Subco, pending or threatened against Mansa or Subco that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Mansa or Subco, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Mansa or Subco causing, or which could reasonably be expected to cause, a Material Adverse Effect on Mansa or Subco;

(w) no bankruptcy, insolvency or receivership proceedings have been instituted by Mansa or Subco or, to the knowledge of Mansa or Subco, are pending against Mansa or Subco;

(x) Mansa and Subco have all permits, licences, certificates of authority, orders and approvals of, and have made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Mansa or Subco, and all such all permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;

(y) neither Mansa or Subco has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Mansa or Subco of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on Mansa or Subco;

(z) the Corporate Records of Mansa and Subco are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the Constatng Documents of Mansa and Subco, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of Mansa and Subco; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of Mansa and Subco; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of Mansa and Subco are complete and accurate, and all transfers of shares of Mansa and Subco reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Mansa and Subco were duly elected or appointed as the case may be;

(aa) all Corporate Records of Mansa and Subco have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein; and

(bb) to the knowledge of Mansa and Subco, no representation or warranty of Mansa or Subco contained in this Agreement contains any untrue statement of a Material Fact or omits to state a

Material Fact necessary in order to make the statements contained herein or therein not misleading.

### **Representations and Warranties of Wheeler**

4.2 Wheeler represents and warrants to Mansa and Subco as follows, and acknowledges that Mansa and Subco are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) Wheeler is a corporation validly existing and in good standing under the laws of the jurisdiction of incorporation and is duly registered, licensed or qualified to carry on business under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary, including for greater certainty registration in the Newfoundland and Labrador Registry of Companies for the purposes of carrying out exploration work on the Property;
- (b) Wheeler has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property (including the Property), and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Effective Time, duly authorized, executed and delivered by Wheeler and each is, or will be at the Effective Time, a legal, valid and binding obligation of Wheeler, enforceable against Wheeler in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Amalgamation will not, (i) result in a breach or violation of the articles of Wheeler or of any resolutions of the directors or shareholders of Wheeler, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Material Contract of Wheeler), license or permit to which Wheeler is a party or by which Wheeler is bound or to which any material assets or property of Wheeler is subject, or (iii) violate any provision of any Applicable Law or regulation or any judicial or administrative order, award, judgment or decree applicable to Wheeler;
- (e) the authorized capital of Wheeler consists of an unlimited number of common shares, of which, as of the date of this Agreement, 10,795,001 Wheeler Shares are issued and outstanding as fully paid and non-assessable shares; as of the date hereof, nil warrants are outstanding and nil stock options are outstanding;
- (f) there are no other common shares of Wheeler or securities convertible, exercisable or exchangeable into common shares issued or outstanding;
- (g) Wheeler has no indebtedness to any party and there are no instruments or agreements entered into capable of converting into or having the properties of debt;
- (h) all issued and outstanding Wheeler Shares were issued on the basis of eligible prospectus exemptions in accordance with applicable Securities Laws;

- (i) Wheeler has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on Wheeler, Mansa or Subco;
- (j) other than as described herein, Wheeler does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Wheeler does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (k) the Unaudited Wheeler Financial Statements, copies of which are attached hereto as Exhibit D, present fairly and accurately the financial position and results of the operations of Wheeler for the period then ended and the Unaudited Wheeler Financial Statements have been prepared in accordance with GAAP applied on a consistent basis;
- (l) to the knowledge of Wheeler, no information has come to the attention of Wheeler since March 31, 2021 that would or would reasonably be expected to require any restatement or revisions of any such financial statements;
- (m) except as disclosed in the Unaudited Wheeler Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to Wheeler;
- (n) except as disclosed in the Unaudited Wheeler Financial Statements, Wheeler is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (o) Wheeler has conducted and is conducting its business in compliance in all material respects with all Applicable Laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (p) the Material Contracts of Wheeler are each in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Wheeler has not violated or breached, in any material respect, any of the terms or conditions of any Material Contract of Wheeler and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (q) other than as disclosed in Section 4.2(q) of the Disclosure Schedule, there are no waivers, consents, notices or approvals required to be given or obtained by Wheeler in connection with the Amalgamation and the other transactions contemplated by this Agreement under any Contract to which Wheeler is a party;
- (r) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Wheeler is required to be obtained by Wheeler in connection with the execution and delivery of this Agreement, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Amalgamation or otherwise prevent or materially delay Wheeler from performing its obligations

under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Wheeler;

(s) there is no suit, action or proceeding or, to the knowledge of Wheeler, pending or threatened against Wheeler that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Wheeler, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against Wheeler causing, or which could reasonably be expected to cause, a Material Adverse Effect on Wheeler;

(t) no bankruptcy, insolvency or receivership proceedings have been instituted by Wheeler or, to the knowledge of Wheeler, are pending against Wheeler;

(u) Wheeler has good and marketable title to its properties and assets (other than property or an asset as to which Wheeler is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Wheeler;

(v) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Wheeler of any of its assets or property, including but not limited to the Mineral Rights;

(w) Wheeler has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Wheeler, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;

(x) Wheeler has filed in the prescribed manner and within the prescribed times all Tax Returns required to be filed by Wheeler in all applicable jurisdictions as of the date hereof and all Tax Returns that have been filed by, or with respect to Wheeler are true, complete and correct, report all income and all other amounts and information required to be reported thereon and disclose any Tax required to be paid for the periods covered thereby. Wheeler has duly and timely paid any Tax due and payable by it, including all instalments on account of Tax that are due and payable before the date hereof, whether or not assessed by the appropriate Governmental Authority, and has duly and timely paid all assessments and reassessments it has received in respect of any Tax;

(y) there are no audits, reassessments or other proceedings in progress or, to the knowledge of Wheeler, threatened against Wheeler, in respect of any Tax and, in particular, there are no currently outstanding reassessments or written enquiries which have been issued or raised by any Governmental Authority relating to any Tax, and Wheeler is not aware of any contingent liability of Wheeler for Tax or any grounds that could prompt an assessment or reassessment for any Tax, and Wheeler has not received any indication from any Governmental Authority that any assessment or reassessment is proposed;

- (z) Wheeler has deducted, withheld or collected and remitted in a timely manner to the relevant Governmental Authority each Tax or other amount required to be deducted, withheld or collected and remitted by Wheeler;
- (aa) Wheeler has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Wheeler of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Wheeler;
- (bb) Wheeler has no employees and Wheeler is not a party to any employment, management or consulting agreement of any kind whatsoever;
- (cc) no current or former employee, officer or director of Wheeler is entitled to a severance, termination or other similar payment as a result of the Amalgamation;
- (dd) the Corporate Records of Wheeler are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the Constatng Documents of Wheeler, and without limiting the generality of the foregoing: (i) the minute books of Wheeler contain complete and accurate minutes of all meetings of the directors and shareholders of Wheeler; (ii) such minute books contain all written resolutions passed by the directors and shareholders of Wheeler; (iii) the securities register of Wheeler is complete and accurate, and all transfers of shares of Wheeler have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Wheeler were duly elected or appointed as the case may be;
- (ee) all Corporate Records of Wheeler have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (ff) Wheeler has no material IP and there are no Contracts that are material to the business and operations of Wheeler as presently conducted under which Wheeler licenses any IP from a third party;
- (gg) Wheeler is not a 'reporting issuer' or equivalent in any jurisdiction nor are any shares of Wheeler listed or quoted on any stock exchange or electronic quotation system;
- (hh) Other than the Rope Cove Mineral License, of which Wheeler is the sole legal and beneficial owner but whose registration in the name of Wheeler remains pending, Wheeler is the sole registered, legal and beneficial owner of a 100% undivided interest in and to the Property, including, but not limited to, the Exploration Licences;
- (ii) to the knowledge of Wheeler, all of the Mineral Rights comprising the Property have been validly and properly located, staked, tagged and recorded in accordance with the laws of the jurisdiction in which the Property is located and there are no disputes threatened, or now existing, of which it is aware as to title to, or the staking or recording of, those Mineral Rights;
- (jj) the Property and Wheeler's interest in the Property are free and clear of any Encumbrance;

(kk) the Property is not located on Labrador Inuit Land Claims or lands subject to any other lands claim agreement or analogous agreement;

(ll) Wheeler has completed and reported all required assessment work, including, but not limited to the assessment work required by the *Mineral Regulations* promulgated pursuant to the *Mineral Act* (Newfoundland and Labrador), for each of the Exploration Licenses;

(mm) the assessment work requirements for each of the Exploration Licenses, as well as the assessment work completed with respect to each of the Exploration Licenses as of the date hereof, is completely and accurately described in the Disclosure Schedule;

(nn) to the knowledge of Wheeler, it and its Personnel have conducted all activities on or in respect of the Property in compliance with all applicable statutes, regulations, by-laws, laws, orders and judgements, and all directives, rules, consents, permits, orders, guidelines, approvals and policies of any applicable Governmental Authority, and, without limiting the foregoing, no such ground disturbance or disruption to wildlife has occurred in connection with such activities;

(oo) to the knowledge of Wheeler, there are no actual, alleged, potential or future adverse Claims against or to the ownership of, or title to, the Property or any challenge to its right, title or interest in the Property, nor to the knowledge of Wheeler, is there any basis for any of the foregoing; and

(pp) to the knowledge of Wheeler, no representation or warranty of Wheeler contained in this Agreement contains any untrue statement of a Material Fact or omits to state a Material Fact necessary in order to make the statements contained herein or therein not misleading.

### **Survival of Representation and Warranties**

4.3 The representations and warranties in Sections 4.1 and 4.2 or any other agreement, certificate, or instrument delivered pursuant to this Agreement shall survive as follows: (a) representations and warranties (other than Fundamental Representations and representations and warranties set forth in Sections 4.2(y), 4.2(aa), and 4.2(z)) until 12 months following the Effective Date; (b) Fundamental Representations until the expiration of the applicable statute of limitations under Applicable Laws; and (c) representations and warranties set forth in Sections 4.2(x), 4.2(y), 4.2(aa), and 4.2(z) until the expiration of the latest applicable statute of limitations under Applicable Laws (each period under clause (a), clause (b) and clause (c) being, as applicable, a “**Survival Period**”).

## **PART 5** **AGREEMENTS**

### **Amalgamation Resolutions**

5.1 As promptly as practical following the execution of this Agreement and in compliance with Applicable Laws (including Securities Laws), Wheeler shall seek approval of the Amalgamation Resolution and such other matters as are required to effect the Amalgamation by:

- (a) unanimous written consent of the Wheeler Shareholders; or
- (b) by special resolution of the Wheeler Shareholders at the Wheeler Meeting.

5.2 In the event that Wheeler proceeds with the Wheeler Meeting, as promptly as practicable following the execution of this Agreement and in compliance with Applicable Laws (including Securities Laws), Wheeler shall:

- (a) prepare materials for the Wheeler Meeting containing the information required by all Applicable Laws, including Securities Laws, and not containing any misrepresentation with respect thereto, other than with respect to any information relating to and provided by Mansa;
- (b) cause the Wheeler Meeting materials, together with any other documents required by Applicable Laws (including Securities Laws), to be provided to the Wheeler Shareholders in accordance with the Constatng Documents of Wheeler; and
- (c) take all commercially reasonable lawful action to solicit proxies in favour of the Amalgamation, if required under Applicable Laws (including Securities Laws).

## **PART 6** **INDEMNIFICATION**

### **Mutual Indemnifications for Breaches of Warranty**

6.1 Subject to Section 6.2, Wheeler hereby covenants and agrees with each of Mansa and Subco, and their respective directors, officers, employees, agents, advisors and representatives, and each of Mansa and Subco hereby covenants and agrees with Wheeler, and its directors, officers, employees, agents, advisors and representatives (the Parties covenanting and agreeing to indemnify another person under this section are hereinafter individually referred to as the “**Indemnifying Party**” and the persons being indemnified by a Party are hereinafter individually referred to as the “**Indemnified Party**”), to indemnify and save harmless the Indemnified Party from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgments and penalties (collectively “**Claims**”) which may be suffered or incurred by the Indemnified Party as a result of, or arising out of:

- (a) any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement, or
- (b) any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement,

except that the Indemnifying Party shall not be liable in any such case to the extent that any such Claims arise out of or are based upon the negligence of an Indemnified Party or the non-compliance by an Indemnified Party with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement.

### **Limitation on Mutual Indemnification**

6.2 The indemnification obligations of each of the Parties pursuant to Section 6.1 shall be subject to the following:

- (a) the Claim shall have been made in writing in accordance with Section 6.3 within two years of the Effective Date; and

- (b) an Indemnifying Party shall not be required to indemnify an Indemnified Party until the aggregate Claims sustained by that Indemnified Party exceeds a value of \$5,000, in which case, the Indemnifying Party shall be obligated to the Indemnified Party for all Claims.

### **Procedure for Indemnification**

6.3 The following provisions shall apply to any Claims for which an Indemnifying Party may be obligated to indemnify an Indemnified Party pursuant to this Agreement:

- (a) upon receipt from a third party by the Indemnified Party of notice of a Claim or the Indemnified Party becoming aware of any Claims in respect of which the Indemnified Party proposes to demand indemnification from the Indemnifying Party, the Indemnified Party shall give notice to that effect to the Indemnifying Party with reasonable promptness, provided that failure to give such notice shall not relieve the Indemnifying Party from any liability it may have to the Indemnified Party except to the extent that the Indemnifying Party is prejudiced thereby;
- (b) in the case of Claims arising from third parties, the Indemnifying Party shall have the right by notice to the Indemnified Party not later than 30 days after receipt of the notice described in Section 6.3(a) above to assume the control of the defense, compromise or settlement of the Claims, provided that such assumption shall, by its terms, be without costs to the Indemnified Party and the Indemnifying Party shall at the Indemnified Party's request furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defense, compromise or settlement;
- (c) upon the assumption of control by the Indemnifying Party as aforesaid, the Indemnifying Party shall diligently proceed with the defense, compromise or settlement of the Claims at its sole expense, including employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall co-operate fully, but at the expense of the Indemnifying Party, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are necessary to enable the Indemnifying Party to conduct such defense; provided always that the Indemnified Party shall be entitled to reasonable security from the Indemnifying Party for any expense, costs or other liabilities to which it may be or may become exposed by reason of such co-operation;
- (d) the final determination of any such Claims arising from third parties, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claims against the Indemnifying Party hereunder; and
- (e) should the Indemnifying Party fail to give notice to the Indemnified Party as provided in Section 6.3(b) above, the Indemnified Party shall be entitled to make such settlement of the Claims as in its sole discretion may appear reasonably advisable, and such settlement or any other final determination of the Claims shall be binding upon the Indemnifying Party.

**PART 7**  
**CONDITIONS PRECEDENT**

**Mutual Conditions Precedent**

7.1 The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the completion of the Amalgamation, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) the Amalgamation Resolution shall have been passed by a special majority of Wheeler Shareholders;
- (b) the Amalgamation shall have become effective on or prior to the Outside Date;
- (c) all other consents, orders and approvals, including regulatory approvals and orders, necessary or desirable for the completion of the transactions provided for in this Agreement and the Amalgamation shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances;
- (d) this Agreement shall not have been terminated under Part 9;
- (e) dissent rights shall not have been exercised with respect to the Amalgamation by Wheeler Shareholders which will in the aggregate represent 5% or more of the Wheeler Shares outstanding on the record date for the Wheeler Meeting;
- (f) the availability of prospectus exemptions for the Amalgamation under Securities Laws in respect of the Mansa Shares to be issued to the Wheeler Shareholders; and
- (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 Amalgamation.

The foregoing conditions are for the mutual benefit of Mansa and Subco on the one hand and Wheeler on the other hand and may be waived, in whole or in part, jointly by the Parties at any time. If any of the foregoing conditions are not satisfied or waived on or before the Effective Date then a Party may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of such terminating Party's breach of this Agreement.

**Additional Conditions to Obligations of Mansa**

7.2 The obligations of Mansa and Subco to consummate the transactions contemplated hereby, and in particular to complete the Amalgamation, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) Wheeler shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by it on or before the Effective Date pursuant to the terms of this Agreement and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of Wheeler made in this Agreement shall be true and correct in all material respects as at the Effective Date;
- (b) Wheeler shall have furnished Mansa with:

- (i) certified copies of the resolutions duly passed by the board of directors of Wheeler approving this Agreement and the consummation of the transactions contemplated hereby;
  - (ii) certified copies of the Amalgamation Resolution approved by the Wheeler Shareholders;
  - (iii) certified copies of Wheeler's Constatng Documents;
  - (iv) a certificate of good standing of Wheeler dated within one day of the Effective Date;
  - (v) all consents required for the transfer of the Property, including consents of each of Clearwater Resources Inc., Oliver Friesen, United Gold Inc., G2B Gold Inc., and Grassroots Prospecting & Prospect Generation Inc.;
  - (vi) amending agreements to each of the Wheeler Purchase Agreement and the Rope Cove Purchase Agreement, in a form satisfactory to Mansa and its counsel, acting reasonably;
  - (vii) a favourable legal opinion, as is customarily provided in transactions similar to the Amalgamation, from legal counsel for Wheeler dated the Effective Date and in a form satisfactory to Mansa and its counsel, acting reasonably, which shall include an opinion as to the corporate status and incorporation of Wheeler, capacity of Wheeler to enter into this Agreement, Wheeler being the registered, legal and beneficial owner of a 100% undivided interest in and to the Property, including, but not limited to, the Exploration Licences, and such other matters as Mansa may reasonably request;
  - (viii) a certificate of Wheeler addressed to Mansa and dated the Effective Date, signed on behalf of Wheeler by a senior officer of Wheeler, confirming that the conditions in Section 7.2(a), (c) and (d) have been satisfied;
  - (ix) the completion of registration of a 100% undivided interest in and to the Rope Cove Property, including, but not limited to, the Rope Cove Mineral Licence, in the name of Wheeler, in the applicable mineral registry maintained by the Department of Natural Resources of Newfoundland and Labrador; and
  - (x) such other closing documents as may be requested by Mansa, acting reasonably;
- (c) no act, action, suit, proceeding, objection or opposition shall have been taken against or affecting Wheeler before or by any domestic or foreign court, tribunal or Governmental Authority or other regulatory or administrative agency or commission by any elected or appointed public official or private person in Canada or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been enacted, promulgated, amended or applied, which in the sole judgment of Mansa, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting Wheeler or would materially impede the ability of the Parties to complete the Amalgamation; and

- (d) there shall not have occurred any Material Adverse Change of Wheeler.

The conditions in this Section 7.2 are for the exclusive benefit of Mansa and may be asserted by Mansa regardless of the circumstances or may be waived by Mansa in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Mansa may have.

#### **Additional Conditions to Obligations of Wheeler**

7.3 The obligations of Wheeler to consummate the transactions contemplated hereby, and in particular to complete the Amalgamation, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

- (a) Mansa and Subco shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by them on or before the Effective Date pursuant to the terms of this Agreement and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of Mansa and Subco made in this Agreement shall be true and correct in all material respects as at the Effective Date;
- (b) the shares of Mansa to be issued to the Wheeler Shareholders shall be issued as fully paid and non-assessable common shares in the capital of Mansa, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, except those pursuant to any relevant Exchange policies or applicable Securities Laws;
- (c) Mansa shall have furnished Wheeler with;
  - (i) certified copies of the resolutions duly passed by the boards of directors of Mansa and Subco approving this Agreement and the consummation of the transactions contemplated hereby;
  - (ii) certified copies of the resolutions of Mansa, as the sole shareholder of Subco, approving this Agreement and the consummation of the transactions contemplated hereby;
  - (iii) certified copies of Mansa and Subco's Constatting Documents;
  - (iv) certificates of good standing of Mansa and Subco dated within one day of the Effective Date;
  - (v) a certificate of Mansa addressed to Wheeler and dated the Effective Date, signed on behalf of Mansa by a senior officer of Mansa, confirming that the conditions in Section 7.3(a), (d), and (e) have been satisfied;
  - (vi) such other closing documents as may be requested by Wheeler, acting reasonably;
- (d) no act, action, suit, proceeding, objection or opposition shall have been taken against or affecting Mansa before or by any domestic or foreign court, tribunal or Governmental Authority or other regulatory or administrative agency or commission by any elected or appointed public official or private person in Canada or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or

directive (whether or not having the force of law) shall have been enacted, promulgated, amended or applied, which in the sole judgment of Wheeler, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting Mansa or would materially impede the ability of the Parties to complete the Amalgamation; and

- (e) there shall not have occurred any Material Adverse Change of Mansa or Subco.

The conditions in this Section 7.3 are for the exclusive benefit of Wheeler and may be asserted by Wheeler regardless of the circumstances or may be waived by Wheeler in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Wheeler may have.

#### **Notice and Effect of Failure to Comply with Conditions**

7.4 Each of Mansa and Wheeler shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

#### **Satisfaction of Conditions**

7.5 The conditions set out in this Part 7 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Amalgamation Application and Articles are filed under the BCBCA to give effect to the Amalgamation.

### **PART 8** **AMENDMENT**

#### **Amendment**

8.1 This Agreement may at any time and from time to time 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 Wheeler Shareholders without approval by the affected Wheeler Shareholders given in the same manner as required for the approval of the Amalgamation.

**PART 9**  
**TERMINATION**

**Termination**

- 9.1 (a) This Agreement may be terminated at any time in each of the following circumstances:
- (i) by written agreement executed and delivered by Mansa and Wheeler;
  - (ii) by any Party if the Effective Date shall not have occurred by the Outside Date;
  - (iii) by Mansa if there has been a material breach by Wheeler of any representation, warrant, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach Wheeler fails to cure within ten (10) Business Days after written notice thereof is given by Mansa; or
  - (iv) by Wheeler if there has been a material breach by Mansa or Subco of any representation, warrant, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach Mansa or Subco, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by Wheeler.
- (b) If this Agreement is terminated in accordance with the foregoing provisions of this Section 9.1, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to the other Parties hereunder except for each Party's obligations under Section 10.7 and Section 10.8 hereunder, which shall survive such termination, and provided that neither the termination of this Agreement nor anything contained in this Section 9.1(b) shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination.

**PART 10**  
**GENERAL**

**Notices**

10.1 All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by facsimile or other electronic transmission:

- (a) in the case of Mansa or Subco, to:

Mansa Exploration Inc.  
401 – 217 Queen Street West  
Toronto, Ontario M5V 0R2  
Attention: Trumbull Fisher, CEO and Director  
E-mail: [Email Address Redacted]

with a courtesy copy to:

McMillan LLP  
1500 Royal Centre  
1055 West Georgia Street  
Vancouver, British Columbia V6E 4N7  
Attention: Desmond Balakrishnan  
E-mail: [Email Address Redacted]

(b) in the case of Wheeler or Paul, to:

Wheeler Resources Inc.  
1500 Royal Centre  
1055 West Georgia Street  
Vancouver, British Columbia V6E 4N7  
Attention: Christopher Paul, Director

with a copy to:

Irwin Lowy LLP  
Suite 401, 217 Queen St. W  
Toronto, ON M5V 0R2  
Attention: Carly Burk  
E-mail: [Email Address Redacted]

or such other address as the Parties may, from time to time, advise 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 facsimile or other electronic transmission is received.

### **Binding Effect**

10.2 This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

### **Assignment**

10.3 Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto.

### **Entire Agreement**

10.4 This Agreement, together with the agreements and documents referred to herein, 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.

### **Public Communications**

10.5 Each of Mansa and Wheeler agree to consult with each other prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Amalgamation or making any filing with any Governmental Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Amalgamation, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other

Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws. If such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

### **No Shop**

10.6 Each of the Parties will not, nor will it permit any of its respective directors, officers, affiliates, employees, representatives or agents (including and without limitation, investment bankers, attorneys and accountants) directly or indirectly to, solicit, discuss, encourage or accept any offer for the purchase of such party or the business or the assets of such party, whether as a primary or backup offer, or take any other action with the intention or reasonable foreseeable effect of leading to any commitment or agreement to sell such party or business or the assets of such party (an "**Alternative Transaction**"). In addition, each of the Parties will conduct its respective operations according to its ordinary and usual course of business consistent with past practices and will not enter into any material transactions or incur any material liabilities (including without limitation, issuing or agreeing to issue any securities other than as expressly contemplated in this Agreement) without obtaining the consent of the other party hereto, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, nothing herein will restrict the parties hereto from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

Each Party represents and warrants to the other that it is not currently in any discussions or negotiations with any other person with respect to any Alternative Transaction. Each Party will promptly notify the other Parties of any Alternative Transaction of which any director, senior officer or agent of the Party is or becomes aware of, any amendment to any of the foregoing or any request for non-public information relating to the Party. Such notice will include a description of the material terms and conditions of any such proposal and the identity of the person making such proposal, inquiry, request or contact.

### **Costs**

10.7 Except as provided herein, all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such cost or expense, whether or not the Amalgamation is completed.

### **Confidentiality**

10.8 (a) The Parties acknowledge that each will and has provided to the other information that is non-public, confidential, and proprietary in nature. Each of the Parties (and their respective directors, officers, Affiliates, representatives, agents and employees) will keep such information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for the purposes of consummating the Amalgamation and the other transactions contemplated by this Agreement. The foregoing will not apply to information that:

- (i) becomes generally available to the public absent any breach of the foregoing;
- (ii) was available on a non-confidential basis to a Party prior to its disclosure; or

- (iii) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.
- (b) Each of the Parties agrees that immediately upon termination of this Agreement, each Party will return to the other all confidential information.

### **Severability**

10.9 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, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and 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. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

### **Further Assurances**

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

### **Time of Essence**

10.11 Time shall be of the essence of this Agreement.

### **Applicable Law and Enforcement**

10.12 This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties hereby irrevocably submit and attorn to the jurisdiction of the courts of the Province of British Columbia.

### **Waiver**

10.13 Any Party may, on its own behalf only, (i) extend the time for the performance of any of the obligations or acts of the other Parties, (ii) waive compliance with the other Parties' agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in the other Parties' representations or warranties contained herein or in any document delivered by the other Parties; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

### **Counterparts**

10.14 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.



**EXHIBIT "A"**

**FORM OF ARTICLES OF AMALCO**

[SEE ATTACHED]

Number:

***BUSINESS CORPORATIONS ACT***  
**(British Columbia)**

**ARTICLES**

**of**

**WHEELER RESOURCES INC.**  
**(the “Company”)**

**TABLE OF CONTENTS**

<b>PART 1 INTERPRETATION .....</b>	<b>1</b>
<b>PART 2 SHARES AND SHARE CERTIFICATES .....</b>	<b>2</b>
<b>PART 3 ISSUE OF SHARES .....</b>	<b>4</b>
<b>PART 4 SHARE REGISTERS.....</b>	<b>5</b>
<b>PART 5 SHARE TRANSFERS.....</b>	<b>5</b>
<b>PART 6 TRANSMISSION OF SHARES .....</b>	<b>6</b>
<b>PART 7 PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES.....</b>	<b>7</b>
<b>PART 8 BORROWING POWERS .....</b>	<b>8</b>
<b>PART 9 ALTERATIONS .....</b>	<b>8</b>
<b>PART 10 MEETINGS OF SHAREHOLDERS .....</b>	<b>10</b>
<b>PART 11 PROCEEDINGS AT MEETINGS OF SHAREHOLDERS.....</b>	<b>12</b>
<b>PART 12 VOTES OF SHAREHOLDERS .....</b>	<b>16</b>
<b>PART 13 DIRECTORS.....</b>	<b>20</b>
<b>PART 14 ELECTION AND REMOVAL OF DIRECTORS.....</b>	<b>22</b>
<b>PART 15 ALTERNATE DIRECTORS.....</b>	<b>29</b>
<b>PART 16 POWERS AND DUTIES OF DIRECTORS.....</b>	<b>31</b>
<b>PART 17 INTERESTS OF DIRECTORS AND OFFICERS .....</b>	<b>31</b>
<b>PART 18 PROCEEDINGS OF DIRECTORS.....</b>	<b>33</b>
<b>PART 19 EXECUTIVE AND OTHER COMMITTEES.....</b>	<b>36</b>
<b>PART 20 OFFICERS .....</b>	<b>37</b>
<b>PART 21 INDEMNIFICATION .....</b>	<b>38</b>
<b>PART 22 DIVIDENDS.....</b>	<b>40</b>
<b>PART 23 ACCOUNTING RECORDS AND AUDITORS.....</b>	<b>42</b>
<b>PART 24 NOTICES .....</b>	<b>42</b>
<b>PART 25 SEAL.....</b>	<b>44</b>
<b>PART 26 PROHIBITIONS.....</b>	<b>45</b>

Number:

***BUSINESS CORPORATIONS ACT***  
**(British Columbia)**

**ARTICLES**

**of**

**WHEELER RESOURCES INC.**  
(the “Company”)

**PART 1**

**INTERPRETATION**

**Definitions**

1.1 In these Articles, unless the context otherwise requires:

- (a) “**Act**” means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (b) “**board of directors**”, “**directors**” and “**board**” mean the directors or sole director of the Company for the time being;
- (c) “**Interpretation Act**” means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (d) “**legal personal representative**” means the personal or other legal representative of the shareholder;
- (e) “**registered address**” of a shareholder means the shareholder’s address as recorded in the central securities register;
- (f) “**seal**” means the seal of the Company, if any;
- (g) “**share**” means a share in the share structure of the Company; and
- (h) “**special majority**” means the majority of votes described in §11.2 which is required to pass a special resolution.

## **Act and Interpretation Act Definitions Applicable**

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

## **PART 2**

### **SHARES AND SHARE CERTIFICATES**

#### **Authorized Share Structure**

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

#### **Form of Share Certificate**

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

#### **Shareholder Entitled to Certificate or Acknowledgment**

2.3 Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all. If a shareholder is the registered owner of uncertificated shares, the Company must send to a holder of an uncertificated share a written notice containing the information required by the Act within a reasonable time after the issue or transfer of such share.

#### **Delivery by Mail**

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

### **Replacement of Worn Out or Defaced Certificate or Acknowledgement**

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

- (a) cancel the share certificate or acknowledgment; and
- (b) issue a replacement share certificate or acknowledgment.

### **Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment**

2.6 If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, if the requirements of the Act are satisfied, as the case may be, if the directors receive:

- (a) proof satisfactory to it of the loss, theft or destruction; and
- (b) any indemnity the directors consider adequate.

### **Splitting Share Certificates**

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

### **Certificate Fee**

2.8 There must be paid to the Company, in relation to the issue of any share certificate under §2.5, §2.6 or §2.7, the amount, if any, not exceeding the amount prescribed under the Act, determined by the directors.

### **Recognition of Trusts**

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

## PART 3

### ISSUE OF SHARES

#### Directors Authorized

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

#### Commissions and Discounts

3.2 The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person's purchase or agreement to purchase shares of the Company from the Company or any other person's procurement or agreement to procure purchasers for shares of the Company.

#### Brokerage

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

#### Conditions of Issue

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

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

#### Share Purchase Warrants and Rights

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

## **PART 4**

### **SHARE REGISTERS**

#### **Central Securities Register**

4.1 As required by and subject to the Act, the Company must maintain in British Columbia a central securities register and may appoint an agent to maintain such register. The directors may appoint one or more agents, including the agent appointed to keep the central securities register, as transfer agent for shares or any class or series of shares and the same or another agent as registrar for shares or such class or series of shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

## **PART 5**

### **SHARE TRANSFERS**

#### **Registering Transfers**

5.1 A transfer of a share must not be registered unless the Company or the transfer agent or registrar for the class or series of shares to be transferred has received:

- (a) except as exempted by the Act, a written instrument of transfer in respect of the share has been received by the Company (which may be a separate document or endorsed on the share certificate for the shares transferred) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
- (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate;
- (c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment; and
- (d) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and the right of the transferee to have the transfer registered.

#### **Form of Instrument of Transfer**

5.2 The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time or by the transfer agent or registrar for those shares.

### **Transferor Remains Shareholder**

5.3 Except to the extent that the Act otherwise provides, the transferor of a share is deemed to remain the holder of it until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

### **Signing of Instrument of Transfer**

5.4 If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer, or if the shares are uncertificated shares, then all of the shares registered in the name of the shareholder on the central securities register:

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

### **Enquiry as to Title Not Required**

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

### **Transfer Fee**

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

## **PART 6**

### **TRANSMISSION OF SHARES**

#### **Legal Personal Representative Recognized on Death**

6.1 In case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the

Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the Company shall receive the documentation required by the Act.

### **Rights of Legal Personal Representative**

6.2 The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the Act and the directors have been deposited with the Company. This §6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the name of the shareholder and the name of another person in joint tenancy.

## **PART 7**

### **PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES**

#### **Company Authorized to Purchase, Redeem or Otherwise Acquire Shares**

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

#### **Purchase When Insolvent**

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

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

#### **Sale and Voting of Purchased Shares, Redeemed or Otherwise Acquired Shares**

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

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

## **Company Entitled to Purchase or Redeem Share Fractions**

7.4 The Company may, without prior notice to the holders, purchase, redeem or otherwise acquire for fair value any and all outstanding share fractions of any class or kind of shares in its authorized share structure as may exist at any time and from time to time. Upon the Company delivering the purchase funds and confirmation of purchase or redemption of the share fractions to the holders' registered or last known address, or if the Company has a transfer agent then to such agent for the benefit of and forwarding to such holders, the Company shall thereupon amend its central securities register to reflect the purchase or redemption of such share fractions and if the Company has a transfer agent, shall direct the transfer agent to amend the central securities register accordingly. Any holder of a share fraction, who upon receipt of the funds and confirmation of purchase or redemption of same, disputes the fair value paid for the fraction, shall have the right to apply to the court to request that it set the price and terms of payment and make consequential orders and give directions the court considers appropriate, as if the Company were the "acquiring person" as contemplated by Division 6, Compulsory Acquisitions, under the Act and the holder were an "offeree" subject to the provisions contained in such Division, *mutatis mutandis*.

## **PART 8**

### **BORROWING POWERS**

8.1 The Company, if authorized by the directors, may:

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

## **PART 9**

### **ALTERATIONS**

#### **Alteration of Authorized Share Structure**

9.1 Subject to §9.2 and the Act, the Company may by ordinary resolution (or a resolution of the directors in the case of §9.1(c) or §9.1(f):

- (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (d) if the Company is authorized to issue shares of a class of shares with par value:
  - (i) decrease the par value of those shares; or
  - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (f) alter the identifying name of any of its shares; or
- (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the Act where it does not specify by a special resolution;

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

### **Special Rights and Restrictions**

9.2 Subject to the Act and in particular those provisions of the Act relating to the rights of holders of outstanding shares to vote if their rights are prejudiced or interfered with, the Company may by ordinary resolution:

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

and alter its Notice of Articles and Articles accordingly.

### **Change of Name**

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

## **Other Alterations**

9.4 If the Act does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

## **PART 10**

### **MEETINGS OF SHAREHOLDERS**

#### **Annual General Meetings**

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

#### **Resolution Instead of Annual General Meeting**

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

#### **Calling of Meetings of Shareholders**

10.3 The directors may, at any time, call a meeting of shareholders.

#### **Notice for Meetings of Shareholders**

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

- (a) if the Company is a public company, 21 days;
- (b) otherwise, 10 days.

### **Record Date for Notice**

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

- (a) if the Company is a public company, 21 days;
- (b) otherwise, 10 days.

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

### **Record Date for Voting**

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

### **Failure to Give Notice and Waiver of Notice**

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

### **Notice of Special Business at Meetings of Shareholders**

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

- (a) state the general nature of the special business; and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
  - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

- (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

### **Place of Meetings**

10.9 In addition to any location in British Columbia, any general meeting may be held in any location outside British Columbia approved by a resolution of the directors.

## **PART 11**

### **PROCEEDINGS AT MEETINGS OF SHAREHOLDERS**

#### **Special Business**

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

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (b) at an annual general meeting, all business is special business except for the following:
  - (i) business relating to the conduct of or voting at the meeting;
  - (ii) consideration of any financial statements of the Company presented to the meeting;
  - (iii) consideration of any reports of the directors or auditor;
  - (iv) the setting or changing of the number of directors;
  - (v) the election or appointment of directors;
  - (vi) the appointment of an auditor;
  - (vii) the setting of the remuneration of an auditor;
  - (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
  - (ix) any other business which, under these Articles or the Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

#### **Special Majority**

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

## **Quorum**

11.3 Subject to the special rights and restrictions attached to the shares of any class or series of shares, and to §11.4, the quorum for the transaction of business at a meeting of shareholders is at least one person who is, or who represents by proxy, one or more shareholders who, in the aggregate, hold at least five percent of the issued shares entitled to be voted at the meeting.

## **One Shareholder May Constitute Quorum**

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

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

## **Persons Entitled to Attend Meeting**

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

## **Requirement of Quorum**

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

## **Lack of Quorum**

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

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

### **Lack of Quorum at Succeeding Meeting**

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

### **Chair**

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

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

### **Selection of Alternate Chair**

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

### **Adjournments**

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

### **Notice of Adjourned Meeting**

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

### **Decisions by Show of Hands or Poll**

11.13 Subject to the Act, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by

show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

### **Declaration of Result**

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

### **Motion Need Not be Seconded**

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

### **Casting Vote**

11.16 In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

### **Manner of Taking Poll**

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

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

### **Demand for Poll on Adjournment**

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

### **Chair Must Resolve Dispute**

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

### **Casting of Votes**

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

### **No Demand for Poll on Election of Chair**

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

### **Demand for Poll Not to Prevent Continuance of Meeting**

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

### **Retention of Ballots and Proxies**

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

## **PART 12**

### **VOTES OF SHAREHOLDERS**

#### **Number of Votes by Shareholder or by Shares**

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

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

### **Votes of Persons in Representative Capacity**

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

### **Votes by Joint Holders**

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

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

### **Legal Personal Representatives as Joint Shareholders**

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

### **Representative of a Corporate Shareholder**

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

- (a) for that purpose, the instrument appointing a representative must be received:
  - (i) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
  - (ii) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;
- (b) if a representative is appointed under this §12.5:

(i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

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

### **Proxy Provisions Do Not Apply to All Companies**

12.6 If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, then §12.7 to §12.15 are not mandatory, however the directors of the Company are authorized to apply all or part of such sections or to adopt alternative procedures for proxy form, deposit and revocation procedures to the extent that the directors deem necessary in order to comply with securities laws applicable to the Company.

### **Appointment of Proxy Holders**

12.7 Every shareholder of the Company entitled to vote at a meeting of shareholders may, by proxy, appoint one or more (but not more than two) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

### **Alternate Proxy Holders**

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

### **Proxy Holder Need Not Be Shareholder**

12.9 A proxy holder need not be a shareholder of the Company.

### **Deposit of Proxy**

12.10 A proxy for a meeting of shareholders must:

(a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

- (b) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages, including through Internet or telephone voting or by email, if permitted by the notice calling the meeting or the information circular for the meeting.

**Validity of Proxy Vote**

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

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

**Form of Proxy**

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

[name of company]  
(the "Company")

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

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

Signed [month, day, year]

\_\_\_\_\_  
[Signature of shareholder]

\_\_\_\_\_  
[Name of shareholder—printed]

### **Revocation of Proxy**

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

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

### **Revocation of Proxy Must Be Signed**

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

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or the shareholder's legal personal representative or trustee in bankruptcy;
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under §12.5.

### **Production of Evidence of Authority to Vote**

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

## **PART 13**

### **DIRECTORS**

#### **First Directors; Number of Directors**

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

- (a) subject to §(b) and §(c), the number of directors that is equal to the number of the Company's first directors;
- (b) if the Company is a public company, the greater of three and the most recently set of:
  - (i) the number of directors set by a resolution of the directors (whether or not previous notice of the resolution was given); and

- (ii) the number of directors in office pursuant to §14.4;
- (c) if the Company is not a public company, the most recently set of:
  - (i) the number of directors set by a resolution of the directors (whether or not previous notice of the resolution was given); and
  - (ii) the number of directors in office pursuant to §14.4.

### **Change in Number of Directors**

13.2 If the number of directors is set under §13.1(b)(i) or §13.1(c)(i):

- (a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number; or
- (b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number then the directors, subject to §14.8, may appoint directors to fill those vacancies.

### **Directors' Acts Valid Despite Vacancy**

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

### **Qualifications of Directors**

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

### **Remuneration of Directors**

13.5 The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders.

### **Reimbursement of Expenses of Directors**

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

### **Special Remuneration for Directors**

13.7 If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, he or she may be paid remuneration fixed by the directors, or at the option of the directors, fixed by ordinary resolution, and such remuneration will be in addition to any other remuneration that he or she may be entitled to receive.

### **Gratuity, Pension or Allowance on Retirement of Director**

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

## **PART 14**

### **ELECTION AND REMOVAL OF DIRECTORS**

#### **Election at Annual General Meeting**

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

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

#### **Consent to be a Director**

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

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

#### **Failure to Elect or Appoint Directors**

14.3 If:

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

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

- (c) when his or her successor is elected or appointed; and
- (d) when he or she otherwise ceases to hold office under the Act or these Articles.

### **Places of Retiring Directors Not Filled**

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

### **Directors May Fill Casual Vacancies**

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

### **Remaining Directors Power to Act**

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

### **Shareholders May Fill Vacancies**

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

### **Additional Directors**

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

- (a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

- (b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this §14.8.

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

### **Ceasing to be a Director**

14.9 A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to §14.10 or §14.11.

### **Removal of Director by Shareholders**

14.10 The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

### **Removal of Director by Directors**

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

### **Nomination of Directors**

14.12

- (a) Subject only to the Act, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders (but only if the election of directors is a matter specified in the notice of meeting given by or at the direction of the person calling such special meeting):
  - (i) by or at the direction of the board or an authorized officer of the Company, including pursuant to a notice of meeting;

- (ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act; or
  - (iii) by any person (a “**Nominating Shareholder**”) (A) who, at the close of business on the date of the giving of the notice provided for below in this §14.12 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (B) who complies with the notice procedures set forth below in this §14.12.
- (b) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, such person must be give
- (i) timely notice thereof in proper written form to the Corporate Secretary of the Company at the principal executive offices of the Company in accordance with this §14.12.and
  - (ii) the representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in §14.12(d).
- (c) To be timely under §14.12(b)(i), a Nominating Shareholder’s notice to the Corporate Secretary of the Company must be made:
- (i) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 40 days after the date (the “**Notice Date**”) on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the tenth (10th) day following the Notice Date; and
  - (ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.
  - (iii) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this §14.12(c).
- (d) To be in proper written form, a Nominating Shareholder’s notice to the Corporate Secretary of the Company, under §14.12(b)(i) must set forth:

- (i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, (D) a statement as to whether such person would be “independent” of the Company (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators, as such provisions may be amended from time to time) if elected as a director at such meeting and the reasons and basis for such determination and (E) any other information relating to the person that would be required to be disclosed in a dissident’s proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws; and
  - (ii) as to the Nominating Shareholder giving the notice, (A) any information relating to such Nominating Shareholder that would be required to be made in a dissident’s proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws, and (B) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice.
- (e) To be eligible to be a candidate for election as a director of the Company and to be duly nominated, a candidate must be nominated in the manner prescribed in this §14.12 and the candidate for nomination, whether nominated by the board or otherwise, must have previously delivered to the Corporate Secretary of the Company at the principal executive offices of the Company, not less than 5 days prior to the date of the Meeting of Shareholders, a written representation and agreement (in form provided by the Company) that such candidate for nomination, if elected as a director of the Company, will comply with all applicable corporate governance, conflict of interest, confidentiality, share ownership, majority voting and insider trading policies and other policies and guidelines of the Company applicable to directors and in effect during such person’s term in office as a director (and, if requested by any candidate for nomination, the Corporate Secretary of the Company shall provide to such candidate for nomination all such policies and guidelines then in effect).
- (f) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this §14.12; provided, however, that nothing in this §14.12 shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter in respect

of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

(g) For purposes of this §14.12:

- (i) “**Affiliate**”, when used to indicate a relationship with a person, shall mean a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person;
- (ii) “**Applicable Securities Laws**” means the *Securities Act* (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each of the applicable provinces and territories of Canada;
- (iii) “**Associate**”, when used to indicate a relationship with a specified person, shall mean (A) any corporation or trust of which such person owns beneficially, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of such corporation or trust for the time being outstanding, (B) any partner of that person, (C) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity, (D) a spouse of such specified person, (E) any person of either sex with whom such specified person is living in conjugal relationship outside marriage or (F) any relative of such specified person or of a person mentioned in clauses (D) or (E) of this definition if that relative has the same residence as the specified person;
- (iv) “**Derivatives Contract**” shall mean a contract between two parties (the “Receiving Party” and the “Counterparty”) that is designed to expose the Receiving Party to economic benefits and risks that correspond substantially to the ownership by the Receiving Party of a number of shares in the capital of the Company or securities convertible into such shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the “Notional Securities”), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, shares in the capital of the Company or securities convertible into such shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of

stocks approved for trading by the appropriate governmental authority shall not be deemed to be Derivatives Contracts;

- (v) **“Meeting of Shareholders”** shall mean such annual shareholders meeting or special shareholders meeting, whether general or not, at which one or more persons are nominated for election to the board by a Nominating Shareholder;
- (vi) **“owned beneficially”** or **“owns beneficially”** means, in connection with the ownership of shares in the capital of the Company by a person, (A) any such shares as to which such person or any of such person’s Affiliates or Associates owns at law or in equity, or has the right to acquire or become the owner at law or in equity, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, upon the exercise of any conversion right, exchange right or purchase right attaching to any securities, or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (B) any such shares as to which such person or any of such person’s Affiliates or Associates has the right to vote, or the right to direct the voting, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (C) any such shares which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty’s Affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such person or any of such person’s Affiliates or Associates is a Receiving Party; provided, however that the number of shares that a person owns beneficially pursuant to this clause (C) in connection with a particular Derivatives Contract shall not exceed the number of Notional Securities with respect to such Derivatives Contract; provided, further, that the number of securities owned beneficially by each Counterparty (including their respective Affiliates and Associates) under a Derivatives Contract shall for purposes of this clause be deemed to include all securities that are owned beneficially, directly or indirectly, by any other Counterparty (or any of such other Counterparty’s Affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty’s Affiliates or Associates) is a Receiving Party and this proviso shall be applied to successive Counterparties as appropriate; and (D) any such shares which are owned beneficially within the meaning of this definition by any other person with whom such person is acting jointly or in concert with respect to the Company or any of its securities; and
- (vii) **“public announcement”** shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by

the Company or its agents under its profile on the System of Electronic Document Analysis and Retrieval at [www.sedar.com](http://www.sedar.com).

(h) Notwithstanding any other provision to this §14.12, notice or any delivery given to the Corporate Secretary of the Company pursuant to this §14.12 may only be given by personal delivery, facsimile transmission or by email (provided that the Corporate Secretary of the Company has stipulated an email address for purposes of this notice, at such email address as stipulated from time to time), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the Corporate Secretary at the address of the principal executive offices of the Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

(i) In no event shall any adjournment or postponement of a Meeting of Shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described in §14.12(c) or the delivery of a representation and agreement as described in §14.12(e).

## **PART 15**

### **ALTERNATE DIRECTORS**

#### **Appointment of Alternate Director**

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

#### **Notice of Meetings**

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

#### **Alternate for More than One Director Attending Meetings**

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

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

### **Consent Resolutions**

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

### **Alternate Director an Agent**

15.5 Every alternate director is deemed to be the agent of his or her appointor.

### **Revocation or Amendment of Appointment of Alternate Director**

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

### **Ceasing to be an Alternate Director**

15.7 The appointment of an alternate director ceases when:

- (a) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (b) the alternate director dies;
- (c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (d) the alternate director ceases to be qualified to act as a director; or
- (e) the term of his appointment expires, or his or her appointor revokes the appointment of the alternate directors.

### **Remuneration and Expenses of Alternate Director**

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

## **PART 16**

### **POWERS AND DUTIES OF DIRECTORS**

#### **Powers of Management**

16.1 The directors must, subject to the Act and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the Act or by these Articles, required to be exercised by the shareholders of the Company. Notwithstanding the generality of the foregoing, the directors may set the remuneration of the auditor of the Company.

#### **Appointment of Attorney of Company**

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

#### **Remuneration of an Auditor**

16.3 The directors may from time to time set the remuneration of an auditor.

## **PART 17**

### **INTERESTS OF DIRECTORS AND OFFICERS**

#### **Obligation to Account for Profits**

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

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

### **Restrictions on Voting by Reason of Interest**

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

### **Interested Director Counted in Quorum**

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

### **Disclosure of Conflict of Interest or Property**

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

### **Director Holding Other Office in the Company**

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

### **No Disqualification**

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

### **Professional Services by Director or Officer**

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

### **Director or Officer in Other Corporations**

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

## **PART 18**

### **PROCEEDINGS OF DIRECTORS**

#### **Meetings of Directors**

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

#### **Voting at Meetings**

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

#### **Chair of Meetings**

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

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

### **Meetings by Telephone or Other Communications Medium**

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

- (a) in person; or
- (b) by telephone or by other communications medium if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other.

A director who participates in a meeting in a manner contemplated by this §18.4 is deemed for all purposes of the Act and these Articles to be present at the meeting and to have agreed to participate in that manner.

### **Calling of Meetings**

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

### **Notice of Meetings**

18.6 Other than for meetings held at regular intervals as determined by the directors pursuant to §18.1, 48 hours' notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in §24.1 or orally or by telephone.

### **When Notice Not Required**

- 18.7 It is not necessary to give notice of a meeting of the directors to a director if:
- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
  - (b) the director has waived notice of the meeting.

### **Meeting Valid Despite Failure to Give Notice**

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

### **Waiver of Notice of Meetings**

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

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

### **Quorum**

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

### **Validity of Acts Where Appointment Defective**

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

### **Consent Resolutions in Writing**

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

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

A consent in writing under this Article 18 may be by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this §18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

## PART 19

### EXECUTIVE AND OTHER COMMITTEES

#### Appointment and Powers of Executive Committee

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

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

#### Appointment and Powers of Other Committees

19.2 The directors may, by resolution:

- (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under §(a) any of the directors' powers, except:
  - (i) the power to fill vacancies in the board of directors;
  - (ii) the power to remove a director;
  - (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and
  - (iv) the power to appoint or remove officers appointed by the directors; and
- (c) make any delegation referred to in §(b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

#### Obligations of Committees

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

- (a) conform to any rules that may from time to time be imposed on it by the directors; and

- (b) report every act or thing done in exercise of those powers at such times as the directors may require.

### **Powers of Board**

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

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

### **Committee Meetings**

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

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

## **PART 20**

### **OFFICERS**

#### **Directors May Appoint Officers**

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

#### **Functions, Duties and Powers of Officers**

20.2 The directors may, for each officer:

- (a) determine the functions and duties of the officer;
- (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

### **Qualifications**

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

### **Remuneration and Terms of Appointment**

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

## **PART 21**

### **INDEMNIFICATION**

#### **Definitions**

21.1 In this Part 21:

- (a) “**eligible party**”, in relation to a company, means an individual who:
  - (i) is or was a director, alternate director or officer of the Company;
  - (ii) is or was a director, alternate director or officer of another corporation
    - (A) at a time when the corporation is or was an affiliate of the Company, or
    - (B) at the request of the Company; or
  - (iii) at the request of the Company, is or was, or holds or held a position equivalent to that of, a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

and includes, except in the definition of “eligible proceeding”, and §163(1)(c) and (d) and §165 of the Act, the heirs and personal or other legal representatives of that individual;

- (b) “**eligible penalty**” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (c) “**eligible proceeding**” means a proceeding in which an eligible party or any of the heirs and personal or other legal representatives of the eligible party, by reason of the eligible party being or having been a director or officer of, or holding or having held a position equivalent to that of a director or officer of, the Company or an associated corporation
- (i) is or may be joined as a party; or
  - (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (d) “**expenses**” has the meaning set out in the Act and includes costs, charges and expenses, including legal and other fees, but does not include judgments, penalties, fines or amounts paid in settlement of a proceeding; and
- (e) “**proceeding**” includes any legal proceeding or investigative action, whether current, threatened, pending or completed.

### **Mandatory Indemnification of Eligible Parties**

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

### **Indemnification of Other Persons**

21.3 Subject to any restrictions in the Act, the Company may agree to indemnify and may indemnify any person (including an eligible party) against eligible penalties and pay expenses incurred in connection with the performance of services by that person for the Company.

### **Authority to Advance Expenses**

21.4 The Company may advance expenses to an eligible party to the extent permitted by and in accordance with the Act.

### **Non-Compliance with Act**

21.5 Subject to the Act, the failure of an eligible party of the Company to comply with the Act or these Articles or, if applicable, any former *Companies Act* or former Articles does not, of itself, invalidate any indemnity to which he or she is entitled under this Part 21.

### **Company May Purchase Insurance**

21.6 The Company may purchase and maintain insurance for the benefit of any eligible party person (or his or her heirs or legal personal representatives of any eligible party) against any liability incurred by any eligible party.

## **PART 22**

### **DIVIDENDS**

#### **Payment of Dividends Subject to Special Rights**

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

#### **Declaration of Dividends**

22.2 Subject to the Act, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

#### **No Notice Required**

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

#### **Record Date**

22.4 The directors must set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months.

#### **Manner of Paying Dividend**

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

#### **Settlement of Difficulties**

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

- (a) set the value for distribution of specific assets;
- (b) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

- (c) vest any such specific assets in trustees for the persons entitled to the dividend.

### **When Dividend Payable**

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

### **Dividends to be Paid in Accordance with Number of Shares**

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

### **Receipt by Joint Shareholders**

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

### **Dividend Bears No Interest**

- 22.10 No dividend bears interest against the Company.

### **Fractional Dividends**

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

### **Payment of Dividends**

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

### **Capitalization of Retained Earnings or Surplus**

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

## **PART 23**

### **ACCOUNTING RECORDS AND AUDITORS**

#### **Recording of Financial Affairs**

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

#### **Inspection of Accounting Records**

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

#### **Remuneration of Auditor**

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

## **PART 24**

### **NOTICES**

#### **Method of Giving Notice**

24.1 Unless the Act or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the Act or these Articles to be sent by or to a person may be sent by:

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

the delivery address provided by the recipient for the sending of that record or records of that class;

- (iii) in any other case, the delivery address of the intended recipient;
- (c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (e) physical delivery to the intended recipient.

### **Deemed Receipt of Mailing**

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

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

### **Certificate of Sending**

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

### **Notice to Joint Shareholders**

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

### **Notice to Legal Personal Representatives and Trustees**

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

- (a) mailing the record, addressed to them:

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

### **Undelivered Notices**

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

## **PART 25**

### **SEAL**

#### **Who May Attest Seal**

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

- (a) any two directors;
- (b) any officer, together with any director;
- (c) if the Company only has one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by the directors.

#### **Sealing Copies**

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

#### **Mechanical Reproduction of Seal**

25.3 The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine

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

## PART 26

### PROHIBITIONS

#### Definitions

26.1 In this PART 26:

- (a) “**designated security**” means:
  - (i) a voting security of the Company;
  - (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
  - (iii) a security of the Company convertible, directly or indirectly, into a security described in §(a) or §(b);
- (b) “**security**” has the meaning assigned in the *Securities Act* (British Columbia); and
- (c) “**voting security**” means a security of the Company that:
  - (i) is not a debt security; and
  - (ii) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

#### Application

26.2 §26.3 does not apply to the Company if and for so long as it is a public company, a private company which is no longer eligible to use the private issuer exemption under the *Securities Act* (British Columbia), or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or a company to which the Statutory Reporting Company Provisions apply.

**Consent Required for Transfer of Shares or Designated Securities**

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

<b>Full name and signature of a director</b>	<b>Date of signing</b>
<hr/> NAME:	

**EXHIBIT "B"**

**FORM OF AMALGAMATION APPLICATION**

[SEE ATTACHED]

# AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 275

Telephone: 1 877 526-1526  
www.bcreg.ca

Mailing Address: PO Box 9431 Stn Prov Govt  
Victoria BC V8W 9V3

Courier Address: 200 – 940 Blanshard Street  
Victoria BC V8W 3E6

**DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at [www.corporateonline.gov.bc.ca](http://www.corporateonline.gov.bc.ca)**

**Freedom of Information and Protection of Privacy Act (FOIPPA):** Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Manager of Registries Operations at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

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

What kind of company(ies) will be involved in this amalgamation?

(Check all applicable boxes.)

- BC company
- BC unlimited liability company

**B NAME OF COMPANY** – *Choose one of the following:*

The name \_\_\_\_\_ is the name reserved for the amalgamated company. The name reservation number is: \_\_\_\_\_,

**OR**

The company is to be amalgamated with a name created by adding “B.C. Ltd.” after the incorporation number,

**OR**

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

The name of the amalgamating company being adopted is:

\_\_\_\_\_

The incorporation number of that company is: \_\_\_\_\_

*Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.*

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

**With Court Approval:**  
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

**OR**

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

**D AMALGAMATION EFFECTIVE DATE** – Choose **one** of the following:

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

YYYY / MM / DD

The amalgamation is to take effect at 12:01a.m. Pacific Time on \_\_\_\_\_  
being a date that is not more than ten days after the date of the filing of this application.

YYYY / MM / DD

The amalgamation is to take effect at \_\_\_\_\_  a.m. or  p.m. Pacific Time on \_\_\_\_\_  
being a date and time that is not more than ten days after the date of the filing of this application.

**E AMALGAMATING CORPORATIONS**

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

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1.		
2.		
3.		
4.		
5.		

**F FORMALITIES TO AMALGAMATION**

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

This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

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

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

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. <b>1303889 B.C. LTD.</b>	<b>X</b>	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. <b>WHEELER RESOURCES INC.</b>	<b>X</b>	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	<b>X</b>	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	<b>X</b>	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	<b>X</b>	

# NOTICE OF ARTICLES

## A NAME OF COMPANY

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

## B TRANSLATION OF COMPANY NAME

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

## C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

**D REGISTERED OFFICE ADDRESSES**

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE

POSTAL CODE

**BC**

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE

POSTAL CODE

**BC****E RECORDS OFFICE ADDRESSES**

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE

POSTAL CODE

**BC**

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE

POSTAL CODE

**BC****F AUTHORIZED SHARE STRUCTURE**

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

## EXHIBIT “C”

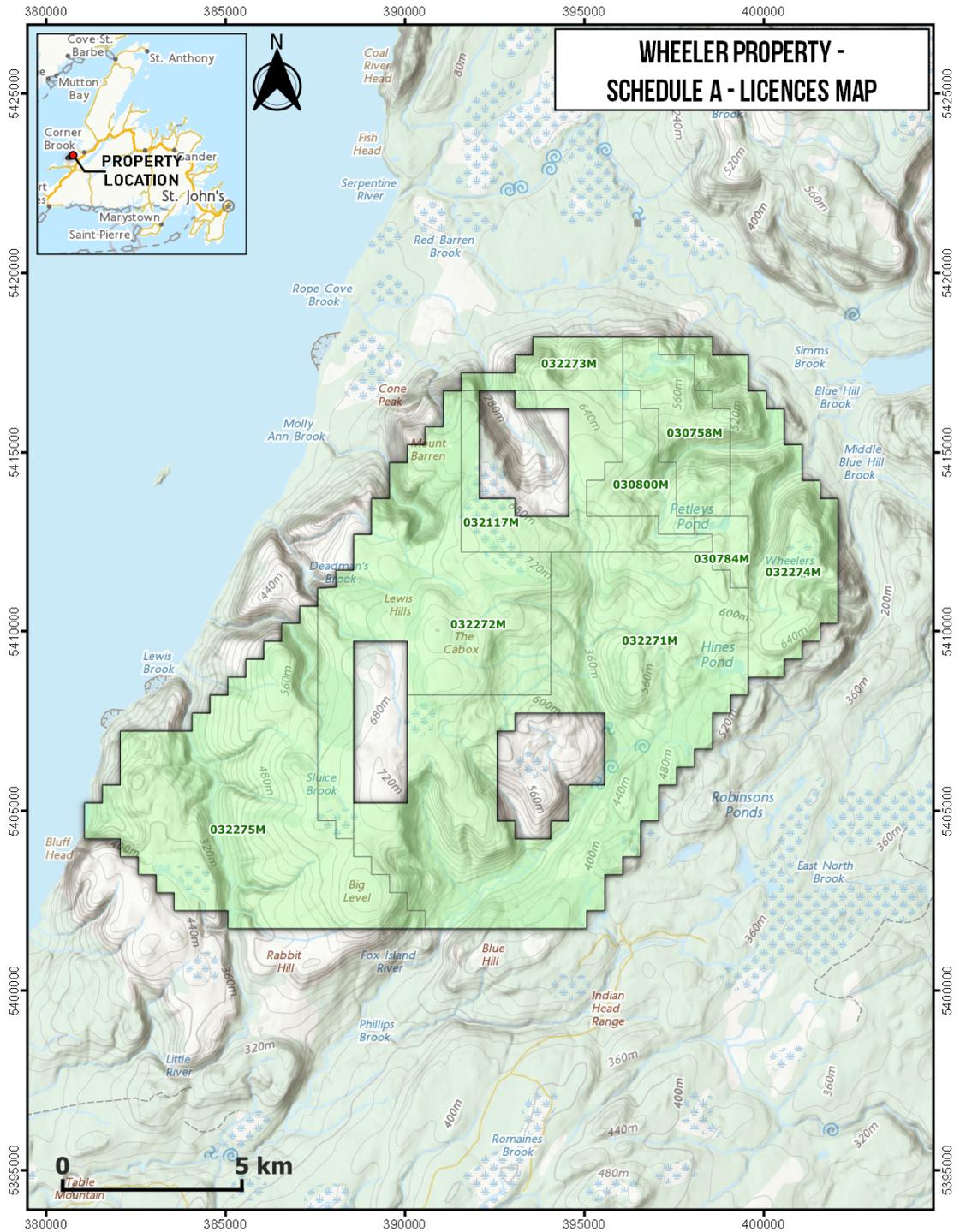
### DESCRIPTION OF THE PROPERTY

The 19,000 hectare Wheeler Property and 750 hectare Rope Cove Property located in Newfoundland and Labrador.

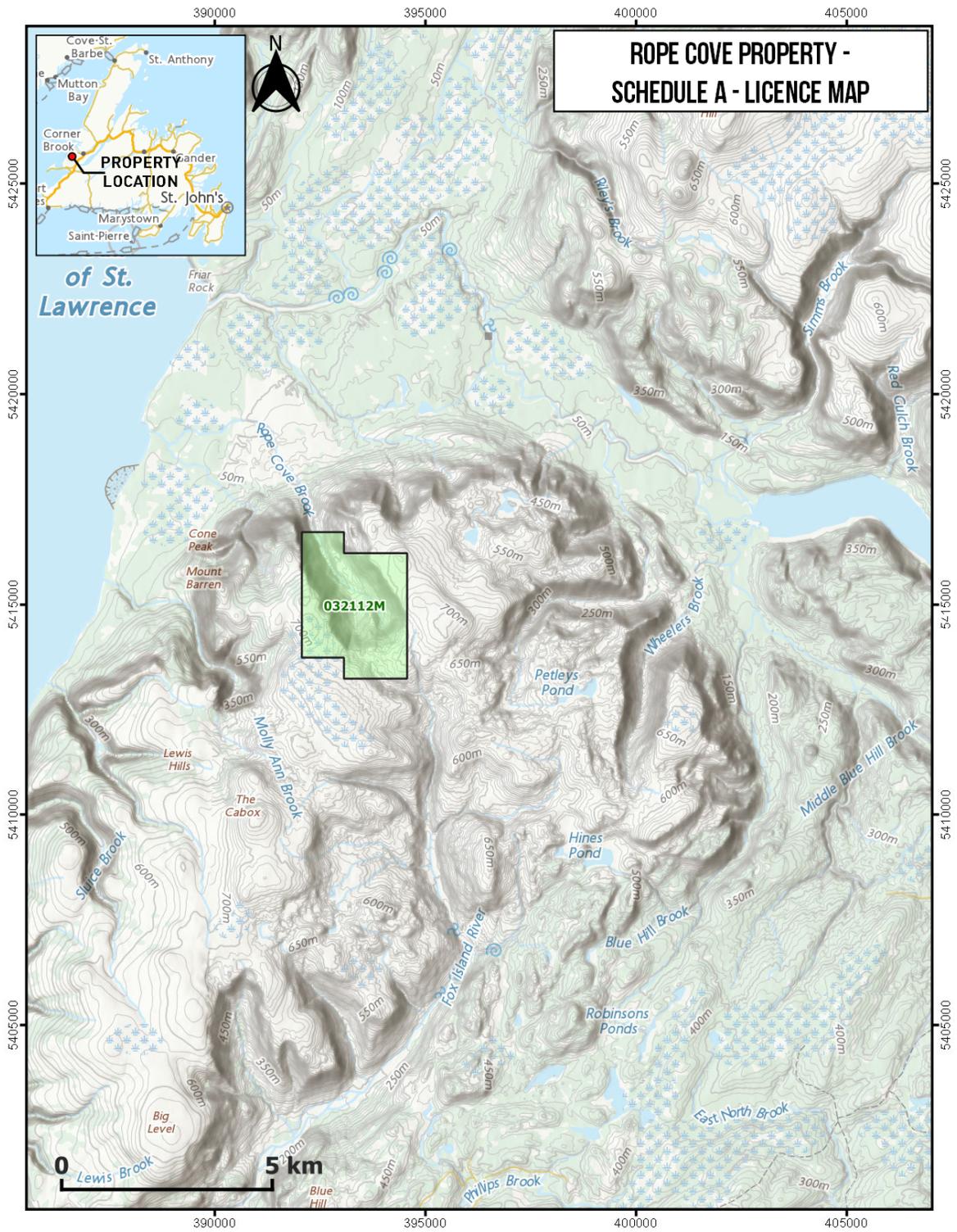
#### Exploration Licenses Registered to the Parties Indicated Below (the “Exploration Licenses”)

LICENSE NO	OWNER	STAKE DATE	NO OF CLAIMS	AREA (ha.)
032112M	Noreen Kennedy	02/02/2021	30	750
032275M	Wheeler Resources Inc.	26/02/2021	163	4,075
032117M	Wheeler Resources Inc.	04/02/2021	53	1,325
030758M	Wheeler Resources Inc.	02/04/2020	35	875
032274M	Wheeler Resources Inc.	26/02/2021	76	1,900
030784M	Wheeler Resources Inc.	02/04/2020	8	200
032273M	Wheeler Resources Inc.	26/02/2021	20	500
032271M	Wheeler Resources Inc.	26/02/2021	244	6,100
032272M	Wheeler Resources Inc.	26/02/2021	138	3,450
030800M	Wheeler Resources Inc.	02/04/2020	23	575
<b>Total</b>			790	19,750

# Wheeler Property Licenses Map



# Rope Cove Property License Map



**EXHIBIT “D”**

**UNAUDITED WHEELER FINANCIAL STATEMENTS**

[SEE ATTACHED]

**WHEELER RESOURCES INC.**

**Financial Statements**

**Period Ended March 31, 2021**

*(Unaudited - See Notice To Reader)*

*Draft for discussion purposes only*

Prepared by	Reviewed by	Finalized by
EM 5/07/21		

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**NOTICE TO READER**

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On the basis of information provided by management, I have compiled the interim balance sheet of Wheeler Resources Inc. as at March 31, 2021 and the interim statements of income and retained earnings for the period then ended.

I have not performed an audit or a review engagement in respect of these financial statements and, accordingly, I express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

Kelowna, British Columbia  
May 13, 2021

CHARTERED PROFESSIONAL ACCOUNTANT

**WHEELER RESOURCES INC.**

**Balance Sheet**

**March 31, 2021**

*(Unaudited - See Notice To Reader)*

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	<b>2021</b>
--	-------------

---

**ASSETS**

**CURRENT**

Cash

**\$ 1**

**SHAREHOLDERS' EQUITY**

**\$ 1**

**APPROVED BY THE DIRECTORS**

\_\_\_\_\_ *Director*

\_\_\_\_\_ *Director*

*Draft for discussion purposes only*

**WHEELER RESOURCES INC.**

**Statement of Income**

**Period Ended March 31, 2021**

*(Unaudited - See Notice To Reader)*

---

	2021
<b>NET INCOME</b>	<b>\$ -</b>

---

*Draft for discussion purposes only*

**WHEELER RESOURCES INC.**  
**Statement of Retained Earnings**  
**Period Ended March 31, 2021**  
*(Unaudited - See Notice To Reader)*

	2021
<b>RETAINED EARNINGS - BEGINNING OF PERIOD</b>	\$ -
NET INCOME FOR THE PERIOD	<u>-</u>
<b>RETAINED EARNINGS - END OF PERIOD</b>	<u><u>\$ -</u></u>

Draft for discussion purposes only

**WHEELER RESOURCES INC.**

**Notes to Financial Statements**

**Period Ended March 31, 2021**

*(Unaudited - See Notice To Reader)*

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1. BASIS OF PRESENTATION

The prepared interim financial statement is for the period of March 9th, 2021 to March 31st, 2021.

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2. SUBSEQUENT EVENTS

The following events occurred subsequent to the period ending March 31, 2021:

Issuance of Shares

On April 5th, 2021, the company issued 4,995,000 common shares to the following shareholders: 2601326 Ontario Inc., Crowsnest Holdings Inc., Donald & Co Ltd ITF Jacie Cunningham, Raenne Moore, MTHM Consulting Ltd., and Adele Blady at a cost of \$0.01 per share.

On April 8th, 2021, the company issued 1,000,000 common shares to the following shareholders: Clearwater Resources Inc., and Oliver Friesen at a cost of \$0.01 per share.

On April 13th, 2021, the company issued 300,000 common shares to the following shareholders: G2B Gold Inc, United Gold Inc., and Grassroots Prospecting & Prospect Generation Inc at a cost of \$0.01 per share.

On April 21st, 2021, the company issued 4,500,000 common shares to the following shareholders: Matthew Hocker, Dragan Capital Corp., 2686362 Ontario Corporation, and Tony Nunziata at a cost of \$0.05 per share.

Long Term Investments

On April 5th, 2021, the company acquired 100% interest in the WHEELER Mineral property by making a cash payment of \$50,000 and issuing 1,000,000 common shares of Wheeler Resources Inc. to the sellers: Clearwater Resources Inc. and Oliver Frieser. The sellers retained their NSR 50% which can be bought back for \$1,000,000.

On April 9th, 2021, the company acquired 100% interest in the ROPE COVE Mineral Property by issuing 300,000 common shares of Wheeler Resources Inc. to the sellers: United Gold Inc., G2B Gold Inc., and Grassroots Prospecting & Prospect Generation Inc. The sellers retained their NSR 50% which can be bought back for \$1,000,000.

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3. SHARE CAPITAL

Issued:

1 Common share without par value	<u>\$</u> <u>1</u>
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In the first quarter, 1 share certificate was issued to the following shareholder: Christopher R. Paul.

## DISCLOSURE SCHEDULE

### Section 4.2(q)

On April 5, 2021, Wheeler entered into a letter agreement (the “**Wheeler Purchase Agreement**”) with Clearwater Resources Inc. (“**Clearwater**”) and Oliver Friesen (“**Friesen**”, and together with Clearwater, the “**Sellers**”). Pursuant to the terms of the Wheeler Purchase Agreement, neither the Sellers nor Wheeler may transfer their interests in the Wheeler Purchase Agreement or in the Wheeler Property without the prior written consent of the other party such consent not to be unreasonably withheld, and then only provided the transferee agrees in writing to abide by all the terms and conditions of the Wheeler Purchase Agreement.

On April 9, 2021, Wheeler entered into a letter agreement (the “**Rope Cove Purchase Agreement**”) with United Gold Inc. (“**United**”), G2B Gold Inc. (“**G2B**”) and Grassroots Prospecting & Prospect Generation Inc. (“**Grassroots**”, and together with United and G2B, the “**Rope Cove Sellers**”). Neither the Rope Cove Sellers nor Wheeler may transfer their interests in the Rope Cove Agreement or in the Rope Cove Property without the prior written consent of the other party, such consent not to be unreasonably withheld, and then only provided the transferee agrees in writing to abide by all the terms and conditions of the Rope Cove Agreement.