



**NOTICE OF MEETING
AND
MANAGEMENT INFORMATION CIRCULAR
FOR
ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
FOR EVOLUTION GLOBAL FRONTIER VENTURES CORP.
TO BE HELD ON WEDNESDAY JULY 23rd, 2021**

July 2ND, 2021

Neither the Canadian Securities Exchange nor any securities regulatory authority has in any way passed upon the merits of the transaction described or information provided in this information circular.



c/o **Brendan Purdy, Barrister and Solicitor**
Suite 409-37 King St. East
Toronto, Ontario, M5C 1E9
P: 416-276-4581, F: 416-981-3535

July 2nd, 2021

Dear Shareholder:

You are invited to attend the annual general and special meeting (the “**Meeting**”) of the holders of common shares of Evolution Global Frontier Ventures Corp. (the “**Company**” or “**EGFV**”). The Meeting will be held at Suite 702 - 777 Hornby Street, Vancouver, BC, V6Z 1S4, commencing at 10:00 a.m. (local time) on July 23, 2021.

The purpose of this meeting is for the following purposes:

- 1) To receive and present the various annual audited financial statements and the report of the auditors completed, thereon;
- 2) Review and approve the usual annual meeting resolutions to satisfy any and all *Business Corporations Act* (British Columbia) requirements, such as number of directors, appointment of auditors and remuneration of auditors, the stock option plan, the holding of this meeting, etc.;
- 3) To vote on approving for a statutory procedure known as a plan of arrangement (the “**Arrangement**”). Pursuant to the Arrangement, there will be a distribution to the EGFV Shareholders shares of up to five (5) subsidiary companies: five (5) new subsidiary companies; all as more fully set forth in the accompanying management information circular (the “**Circular**”) of the Company.

As a result of the Arrangement holders of common shares of the Company will end up holding common shares in each of the subsidiary Companies. Each subsidiary Company will hold Assets transferred to it by EGFV. The holders of common shares will still hold the same number and same percentage ownership as their existing shares in EGFV after the share exchange as a result of the Arrangement. **The Company will retain its remaining assets and working capital and continue as a mineral exploration company.**

The purpose of the Arrangement is to restructure the Company by creating five (5) new subsidiary companies, which may or may not become reporting issuers in the Provinces of British Columbia or other jurisdiction(s) upon completion of the Arrangement and to allow the company to merge, amalgamate, acquire, or conduct a business combination with various additional business units. The Company believes this will be beneficial to the shareholders of the Company, as each of subsidiary companies will each have access to assets, capital, human resources, and management with a specialized business focus for their respective mining, technology, venture capital, regional expertise and knowledge for their respective sectors. In this regard, the Company will be dividing its existing assets into five subsidiary companies and leaving the existing non-transferred mineral property asset (The Pichogen Property mineral claims) remaining with the main company.

The terms and conditions of such definitive agreements have not been finalized and it is anticipated that the Letters of Intent (“**LOIs**” for a potential acquisition of the business or the business assets will be assigned to the subsidiary companies to be divested from the Company or EGFV and will be subject to standard closing conditions, including requisite corporate and regulatory approvals, possible financing and due diligence.

Further information regarding the proposed SciTech Venture Capital Corp. acquisition, the proposed Sylvest mineral claims option agreement, UK technology company LOI, WUD mineral claims and Evergreen Acquisitions Inc. LOI divestitures are provided in more detail in the Circular which accompanies this letter.

As described above, on the Effective Date of the Arrangement, which shall be determined by management for each respective subsidiary, your common shares of the Company will be exchanged for the same number of new common shares of the Company and, through a series of steps, the same, or lesser number but proportionally equal

percentage of common shares with the potential of up to an additional 100 shares of Subco A, Subco B, Subco C, Subco D, and Subco E prior to any potential transaction or new acquisition, merger, amalgamation or business combination as per any approved plan of arrangement.

The Board of the Company unanimously believes that the Arrangement is in the best interests of the Company and its shareholders, and unanimously recommends that you vote in favour of the resolutions relating to this transaction. Without the prescribed approval of the holders of common shares of the Company, which is approval by two-thirds of the votes cast at the Meeting, the proposed Arrangement cannot take place. It should be noted that the Arrangement also requires the approval of the Supreme Court of British Columbia.

Details of the Arrangement and its effects are contained in the Circular accompanying this letter, and reference should be made to that document for complete information.

It is important that your shares be represented at the Meeting. Whether or not you are able to attend in person, your representation will be assured if you complete, sign and date the enclosed proxy form and return by fax, by PDF email, or by mail, or vote via telephone as specified in the proxy form. Someone from the company may contact you to assist you with any questions that you may have or solicit your proxy to ensure your shares are voted.

Yours sincerely,

/s/ "Ron Miles"

Ron Miles,
Chief Executive Officer and Director

Evolution Global Frontier Ventures Corp.



c/o **Brendan Purdy, Barrister and Solicitor**
Suite 409-37 King St. East
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EVOLUTION GLOBAL FRONTIER VENTURES CORP.

NOTICE OF ANNUAL AND SPECIAL GENERAL MEETING OF SHAREHOLDERS

NOTICE IS HEREBY GIVEN that an annual and special general meeting (the “**Meeting**”) of shareholders of Evolution Global Frontier Ventures Corp. (the “**Company**”) will be held at Suite 702 - 777 Hornby Street, Vancouver, BC, V6Z 1S4, commencing at 10:00 a.m. (local time) on July 23, 2021, for the following purposes:

1. To receive the financial statements of the Company for the fiscal year ended September 30, 2017, September 30, 2018, September 30, 2019, September 30, 2020 and the reports of the auditors thereon;
2. To elect directors;
3. To appoint auditors and to authorize the directors to fix the remuneration of the auditors;
4. To consider, and if thought fit, to ratify, confirm and approve the adoption by the Company of the Share Option Plan, more particularly described in the accompanying Information Circular;
5. To consider and, if thought fit, pass a resolution (the “**Arrangement Resolution**”) to approve an arrangement (the “**Arrangement**”) under section 288 of the *Business Corporations Act* (British Columbia) involving the Company, to merge, amalgamate or acquire certain mining option agreements, and other business assets. In addition, the Arrangement contemplates the Company dividing up certain assets between itself and five subsidiary companies and dividending shares in a return of capital share exchange in the subsidiaries to Company shareholders based on their *pro-rata* ownership of the Company; the full text of which resolution is set out in Schedule B to, and all as more particularly described in, the Circular;
6. Approval of a special resolution to ratify the Directors resolution to use the record date June 14, 2021 for the shareholders to receive their *pro-rata* dividend or share exchange entitlement of ownership of the subsidiary companies and to allow the Directors involved to change the record and effective date for each subsidiary on a case by case basis as per management’s recommendations; and
7. to consider other matters, including without limitation such amendments or variations to any of the foregoing resolutions, as may properly come before the Meeting or any adjournment thereof.

The texts of the Arrangement Resolution and the agreement in respect of the Arrangement are set forth in Schedule B and Schedule C, respectively, to the Circular.

AND TAKE NOTICE that EGFV Shareholders who validly dissent from the Arrangement will be entitled to be paid the fair value of their EGFV Shares subject to strict compliance with the provisions of the Plan of Arrangement (as set forth herein), and sections 237 to 247 of the Act. The dissent rights are described in Schedule "D" of the Circular. Failure to comply strictly with the requirements set forth in the Plan of Arrangement and sections 237 to 247 of the Act may result in the loss of any right of dissent.

The Circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this Notice. Also accompanying this Notice and the Circular is a form of proxy for use at the Meeting. Any adjourned meeting resulting from an adjournment of the Meeting will be held at a time and place to be specified

at the Meeting. Only EGFV Shareholders of record at the close of business on June 14, 2021, will be entitled to receive notice of and vote at the Meeting.

Your vote is important regardless of the number of common shares of the Company you own. Shareholders who are unable to attend the Meeting in person are asked to sign, date and return the enclosed form of proxy relating to the common shares of the Company held by them by mail or by an email attachment, or vote via telephone or telefax as specified in the proxy form.

Registered EGFV Shareholders unable to attend the Meeting are requested to date, sign and return the enclosed form of proxy and deliver it in accordance with the instructions set out in the proxy and in the Circular. If you are a non-registered EGFV Shareholder and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or the other intermediary. Failure to do so may result in your shares of the Company not being voted at the Meeting.

To be effective, the proxy must be duly completed and signed and then sent by email, mail, or deposited with either the Company or one of the Company's attorneys, namely: Brendan Purdy, Barrister & Solicitor, or the Company's registrar and transfer agent, Endeavor Trust Corporation or voted as specified in the voting instruction form or proxy form, no later than 4:30 p.m. (Pacific Time) on July 15, 2021.

Dated at Vancouver, British Columbia, this 2nd day of July, 2021.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "Ron Miles"

Ron Miles

Chief Executive Officer & Director

MANAGEMENT INFORMATION CIRCULAR

Containing information as at July 2nd, 2021, unless otherwise noted.

SOLICITATION OF PROXIES

Solicitation of Proxies by Management

This Management Information Circular (“Circular”) is furnished in connection with the solicitation of proxies by the management of Evolution Global Frontier Ventures Corp. (the “Company”) for use at the annual and special meeting (the “Meeting”) of the shareholders of the Company (the “Shareholders”) to be held on July 23, 2021 at Suite 702-777 Hornby St., Vancouver, BC, Canada V6Z 1S4, commencing at 10:00 a.m. (local time) on July 23, 2021, for the purposes set forth in the accompanying notice of annual and special meeting of shareholders (the “Notice of Meeting”) and any adjournment thereof.

Costs and Manner of Solicitation

While it is expected that the solicitation will be primarily by mail, proxies may be solicited personally or by telephone, facsimile or electronically by the directors and regular employees of the Company or other proxy solicitation services. In accordance with National Instrument 54-101 – “Communication with Beneficial Owners of Securities of a Reporting Issuer” (“NI 54-101”) arrangements have been made with brokerage houses and other intermediaries, clearing agencies, custodians, nominees and fiduciaries to forward solicitation materials to the beneficial owners of common shares (the “Common Shares”) of the Company. **All costs of solicitation will be borne by the Company.**

RECORD DATE

The board of directors of the Company (the “Board” or the “Board of Directors”) has fixed June 14, 2021, as the record date (the “Record Date”) for the purpose of determining the Shareholders entitled to receive the Notice of Meeting and to vote at the Meeting. Each Shareholder is entitled to one vote for each Common Share held and shown as registered in such holder’s name on the list of the Shareholders prepared as of the close of business on the Record Date. The list of the Shareholders will be available for inspection during usual business hours at the principal office of the Company’s transfer agent, Endeavor Trust Corporation, in Vancouver, British Columbia (the “Transfer Agent”) and will also be available for inspection at the Meeting.

VOTING IN PERSON AT THE MEETING

Each registered Shareholder, whose name has been provided to the Company’s Transfer Agent, will appear on a list of shareholders prepared by the registrar and transfer agent for purposes of the Meeting. To vote in person at the Meeting, each registered Shareholder will be required to register for the Meeting by identifying themselves at the registration desk. Non-registered beneficial shareholders (other than NOBOs) must appoint themselves as a proxyholder to vote in person at the Meeting. Also see “Non-Registered Holders” below.

VOTING BY PROXY AT THE MEETING

If a registered Shareholder cannot attend the Meeting but wishes to vote on the resolutions, the registered Shareholder should sign, date and deliver the enclosed form of proxy to the Company’s Lawyer, **Brendan Purdy, Barrister and Solicitor**, Suite 409-37 King St. East, Toronto, Ontario, M5C 1E9, **P: 416-276-4581, F: 416-981-3535, E: brendan@purdylaw.ca** so it is received no later than 4:30 p.m. Pacific Time on July 15, 2021. **The persons named in the enclosed form of proxy are directors, officers and/or designee persons working as a service provider with the Company. A Shareholder giving a proxy can strike out the names of the nominees printed in the accompanying form of proxy and insert the name of another nominee in the space provided, or the Shareholder may complete another form of proxy. A proxy nominee need not be a shareholder of the Company. A Shareholder giving a proxy has the right to attend the Meeting, or appoint someone else to attend as his or her proxy at the Meeting and the proxy submitted earlier can be revoked in the manner described under “Revocation of Proxies”.**

NON-REGISTERED HOLDERS

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold Common Shares in their own name and thus are considered non-registered beneficial shareholders. Common Shares beneficially owned by a holder (a “**Non-Registered Holder**”) are registered either: (a) in the name of an intermediary that the Non-Registered Holder deals with in respect of the Common Shares (intermediaries include banks, trust companies, securities dealers or brokers, and trustees or administrators of self-administered RRSPs, RRIFs, RESPs and similar plans (an “**Intermediary**”)); or, (b) in the name of a depository (such as The Canadian Depository for Securities Limited or “**CDS**”). Non-Registered Holders do not appear on the list of shareholders of the Company maintained by the Transfer Agent.

If you are a Non-Registered Holder, your Intermediary will be the entity legally entitled to vote your Common Shares at the Meeting. Common Shares held by an Intermediary can only be voted upon the instructions of the Non-Registered Holder. Without specific instructions, Intermediaries are prohibited from voting. In accordance with Canadian securities law, the Company has distributed copies of the Notice of Meeting, this Circular and the form of proxy or voting information form (collectively, the “**meeting materials**”) to CDS and Intermediaries for onward distribution to Non-Registered Holders or to the Non-Registered Holders directly if directed by the Intermediaries. Intermediaries are required to forward meeting materials to Non-Registered Holders unless a Non-Registered Holder has waived the right to receive them. Typically, Intermediaries will use a service company to forward the meeting materials to Non-Registered Holders. Non-Registered Holders will receive either a voting instruction form or, less frequently, a form of proxy. The purpose of these forms is to permit Non-Registered Holders to direct the voting of the Common Shares they beneficially own.

Non-Registered Holders should ensure that instructions respecting the voting of their Common Shares are communicated in a timely manner and in accordance with the instructions provided by their Intermediary. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by Non-Registered Holders in order to ensure that their Common Shares are voted at the Meeting.

Although a Non-Registered Holder may not be recognized directly at the Meeting for the purpose of voting Common Shares registered in the name of their Intermediary, a Non-Registered Holder may attend the Meeting as proxyholder for the Intermediary and vote the Common Shares in that capacity. **Non-Registered Holders who wish to attend the Meeting and indirectly vote their Common Shares as a proxyholder should enter their own names in the blank space on the form of proxy or voting instruction form provided to them by their Intermediary and return the same in accordance with the instructions provided by their Intermediary well in advance of the Meeting.**

In any case, the purpose of the above noted procedures is to permit Non-Registered Holders to direct the voting of the Common Shares which they beneficially own. Non-Registered Holders should carefully follow the instructions and procedures of their Intermediary, including those regarding when and where the form of proxy or voting instruction form is to be delivered.

Non-Objecting and Objecting Beneficial Owners

Non-Registered Holders who have not objected to their Intermediary disclosing certain ownership information about themselves to the Company are referred to as “**NOBOs**” or “**Non-Objecting Beneficial Owners**”. Non-Registered Holders who have objected to their Intermediary disclosing the ownership information about themselves to the Company are referred to as “**OBOs**” or “**Objecting Beneficial Owners**”. In accordance with the requirements of NI 54-101, the Company will have caused its agent to distribute copies of the meeting materials as well as a voting instruction form directly to those Non-Registered Holders who have provided instructions to an Intermediary that such Non-Registered Holder does not object to the Intermediary disclosing ownership information about the beneficial owner (“**Non-Objecting Beneficial Owner**” or “**NOBO**”).

These security holder materials are being sent to both registered and non-registered owners of the securities. If you are a non-registered owner, and the issuer or its agent has sent these materials directly to you, your name and address and information about your holdings of securities have been obtained in accordance with applicable securities regulatory requirements from the intermediary holding them on your behalf.

By choosing to send these materials to you directly, the Company (and not the intermediary holding on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions.

Please return your voting instructions as specified in the request for voting instructions or form of proxy delivered to you. The Company has determined not to pay the fees and costs of Intermediaries for their services in delivering the meeting materials to OBOs in accordance with NI 54-101. As a result, OBOs will not receive the meeting materials unless the OBO's Intermediary assumes the costs of delivery.

VOTING OF PROXIES

The enclosed form of proxy will be voted with respect to the Common Shares represented thereby in accordance with the instructions of the Shareholder as indicated on the proxy and, if the Shareholder specifies a choice with respect to any matter to be acted upon, the Common Shares will be voted accordingly. **In the absence of any specific instructions with respect to a particular matter, the Common Shares represented by such proxies will be voted at the Meeting, or any adjournment thereof, in accordance with the best judgment of the person or persons voting such proxies.**

The enclosed form of proxy, when properly signed, confers discretionary authority upon the representatives designated therein with respect to amendments to or variations of matters identified in the Notice of Meeting and with respect to other matters which may properly come before the Meeting. At the date of this Circular, management of the Company does not know of any such amendments, variations or other matters. However, if any such amendments, variations or other matters which are not now known to management of the Company should properly come before the Meeting, or any adjournment thereof, the Common Shares represented by the proxies solicited hereby will be voted thereon in accordance with the best judgment of the person or persons voting such proxies.

REVOCATION OF PROXIES

A registered holder of Common Shares who has given a proxy may revoke the proxy by: (a) completing and signing a proxy bearing a later date and depositing it as aforesaid; (b) by depositing an instrument in writing executed by such registered holder or by his, her or its attorney authorized in writing: (i) at the registered office of the Company at any time up to and including the last business day preceding the day of the Meeting or any adjournment thereof; or (ii) with the Chairman of the Meeting prior to the commencement of the Meeting on the day of the Meeting or any adjournment thereof; or (c) in any other manner permitted by law.

A Non-Registered Holder who wishes to revoke a voting instruction form or a waiver of the right to receive meeting materials should contact his, her or its Intermediary for instructions.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

To the knowledge of the directors and executive officers of the Company, except as set out herein and except insofar as they may be shareholders, warrant holders and option holders of the Company, no director or executive officer of the Company or any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership or otherwise, in matters to be acted upon at the Meeting.

VOTING SECURITIES AND PRINCIPAL HOLDERS THEREOF

The Company is authorized to issue an unlimited number of Common Shares. As at June 14, 2021, the Company has issued and outstanding 14,250,000 Common Shares without nominal or par value outstanding. **The holders of**

Common Shares are entitled to one vote for each Common Share held. The presence in person or by proxy of not less than two (2) persons entitled to vote at a meeting of shareholders is necessary to constitute a quorum of shareholders.

To the knowledge of the directors and senior officers of the Company, the following are the only person(s) or company(ies) that beneficially own or exercise control or direction over voting securities carrying more than 10% of the voting rights attached to all outstanding securities of the Company.

Name of Shareholder and Municipality of Residence	Number of Common Shares Owned, Controlled or Directed	% of the Outstanding Common Shares
AIYING RUAN	1,500,000	10.5%
JI SHEN	1,500,000	10.5%
AIPING LU	1,500,000	10.5%
WEI HANG MA	1,500,000	10.5%

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

The Company's corporate governance policy and audit committee practices are set out in Schedule "A" attached hereto.

PARTICULARS OF MATTERS TO BE ACTED UPON

Presentation of Financial Statements

The audited consolidated financial statements of the Company for the financial years ended September 30, 2020, 2019, 2018, and 2017, and the accompanying auditors' reports thereon will be presented at the Meeting. The audited financial statements, the report of the auditor, together with the management's discussion and analysis can be found on www.sedar.com.

Appointment of Auditors

It is the intention of the management designees, if named as proxy, to vote FOR the re- appointment of Adam Sung Kim Ltd., Chartered Professional Accountant as auditor for the Company to hold office until the next annual general meeting of Shareholders, and the authorization of the directors to fix their remuneration, unless the shareholder has specified in the proxy that his or her shares are to be withheld from voting in respect thereof. Adam Sung Kim Ltd., Chartered Professional Accountant was first appointed auditor of the Company in 2020.

Election of Directors

The maximum number of directors of the Company that can be elected at the Meeting is three. All three of the nominees for election as directors are currently directors of the Company. At the Meeting, it is proposed that the nominees set out herein be elected as directors of the Company. Each director elected will hold office until the next annual meeting of Shareholders or until such person's successor is elected or appointed, unless such person's office is earlier vacated in accordance with the by-laws of the Company, or with the provisions of the *Business Corporations Act* (British Columbia). **Each of the persons named below will be presented for election at the Meeting as management's nominees and unless such authority is withheld, the persons named in the enclosed form of proxy will vote FOR the election of each of the nominees whose names are set forth below.** No class of shareholders of the Company has the right to elect a specified number of directors or to cumulate their votes for directors.

The following table sets out the names of the nominees for election as directors, the municipality in which each is ordinarily resident, all offices of the Company now held by each of them, their present principal occupation or employment, the period of time for which each has been a director of the Company, and the number of Common Shares of the Company or any of its subsidiaries beneficially owned by each, directly or indirectly, or over which control or direction is exercised, as at the date hereof. The Company has an audit committee (the “**Audit Committee**”), the members of which are also identified below.

Name, Municipality of Residence and Position with the Company	Current Principal Occupation	Director of Company Since	Number of Common Shares owned⁽¹⁾ (% of issued and outstanding number of shares)
Ron Miles^{(1) (3)} <i>Vancouver, BC</i> (CEO, Chairman and Director)	President and CEO of Evolution Global Frontier Ventures Corp. and business consultant	2019	500,000 ⁽³⁾ (3.5%)
Nelson Lau^{(1) (2) (3)} <i>Toronto, ON</i> (Director,)	Insurance Broker and business consultant	2021	NIL (0%)
Joel Scodnick⁽³⁾ <i>Hangzhou, PRC</i> (Director)	Geologist and mining business consultant	2020	NIL (0%)

Notes:

- (1) Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as of the date hereof. This information, not being within the knowledge of the Company, has been furnished by the respective individuals and/or www.sedi.ca.
- (2) Member of the Audit Committee. Nelson Lau is the Chairman of the Audit Committee. The general function of the Audit Committee is to review the overall audit plan and the Company’s system of internal controls, to review the results of the external audit and to resolve any potential dispute with the Company’s auditors. The Company has no Executive Committee.
- (3) Expected to stand to become a member of the Audit Committee if elected as a director of the Company

BIOGRAPHIES OF PROPOSED DIRECTORS

Ron Miles, CEO, Chairman and Director – Mr. Miles, brings experience and knowledge across a number of sectors and industries as a self-employed business professional, who has been engaged in various private investment activities since 1996. He has been a founder, Director and/or officer of numerous reporting issuers and/or public traded companies. Mr. Miles obtained a Diploma of Technology from the British Columbia Institute of Technology (1973) and a Bachelor of Science in Engineering from Michigan Technological University (1977) and has obtained the Canadian Security Course Certificate.

Joel Scodnick, P.Geo. Director – is an independent geological consultant and runs all activities through his wholly owned consulting company Servicios de Minería Cana Mex S.A. de C.V. which is based in Culiacan, Mexico. He is also President of Sierra Geological Consultants Inc. He is fluent in English, Spanish, Portuguese, & French. He has supervised exploration and development activities for Auxico Resources in Mexico from 2012 to 2017 and has since spent time consulting for various companies in Durango and Sinaloa. Mr. Scodnick acts as QP for Evolution Global Frontier Ventures Corp., for Auxico Resources, Vice President of Exploration of St. Georges Eco Mining Corp and involved in developing mineral claims in Canada. He has 42 years of international experience in mineral exploration, mining development, plant design, and financing, primarily in the precious metals, base metals, rare earths, transitional metals, and industrial mineral sectors. His breadth of involvement ranges from acting as project manager of exploration over numerous field seasons to underground experience at the Lamaque Gold Mine in Val d’Or, Quebec, and the start-up of the Velardena Silver-Gold Mine in Velardena, Mexico where Mr. Scodnick took the Velardena project from acquisition, exploration, and right through to production in 1992. Velardena is held by

Golden Minerals. Velardena has a resource of 65M oz of silver equivalent in the M&I category and 65Moz of silver equivalent in the inferred category. From 2010 to 2013 Mr. Scodnick was exploring and evaluating projects in Nevada, Mexico, and Africa. In 2013 and 2014 Mr. Scodnick supervised and carried out prospecting and exploration, and evaluation of several historic silver mines in Sinaloa State, Mexico for Auxico Resources. From 2012 to present, Mr. Scodnick has been supervising projects mostly in Colombia, Mexico, and Peru, and currently has operations in Mexico and Peru. In addition, Mr. Scodnick is the CEO of a private Canadian mining and mineral exploration company.

Nelson Lau, Director – Mr. Lau is a broker and advisor in insurance and financial products, specializing in personal and group insurance services, providing a wide range of products and services, including Financial Planning, RESPs, Estate Planning, Life & Disability Insurance, Critical Illness Insurance, Travel/Visitor Insurance, Mortgage Insurance, Mortgage Referral, Retirement Planning, RRSPs, RRIFs / LIFs/ Annuities, GICs and Health Insurance. Mr. Lau has earned the Million Dollar Round Table honor and Court of the Table honor for many years from the Million Dollar Round Table organization, an association of financial professionals. Mr. Lau will serve as an independent director on the board.

Cease Trade Orders, Penalties and Sanctions and Bankruptcies

No proposed director of the Company is, or within 10 years before the date hereof, has been: (a) a director, chief executive officer or chief financial officer of any company (including the Company) that, (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer, or (ii) was subject to an order that was issued after the proposed director ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer; or (b) a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets. For the purposes of this paragraph, “order” means a cease trade order, an order similar to a cease trade order or an order that denied the relevant company access to any exemption under securities legislation, in each case that was in effect for a period of more than 30 consecutive days.

No proposed director of the Company has been subject to any: (a) penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority; or (b) other penalties or sanctions imposed by a court or regulatory body that would be likely be considered important to a reasonable security holder in deciding whether to vote for a proposed director.

No proposed director of the Company has, within the 10 years before the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director.

Approval of Stock Option Plan

The Company wishes to ratify the existing incentive stock option plan (the “**Stock Option Plan**”). The Company established the Stock Option Plan for its directors, officers, employees and consultants.

A summary of the material provisions of the Stock Option Plan is set forth below. The definitive Stock Option Plan will be available for inspection at the Meeting. The Board believes that the Stock Option Plan is in the Company's best interests and recommends that the Shareholders approve the Stock Option Plan.

The exercise price of the Common Shares subject to each option shall be determined by the Board of Directors but in no event shall such exercise price be lower than the exercise price permitted by policies of the CSE. No single participant may be granted stock options to purchase a number of Common Shares (“**Options**”) equaling more than 5% of the issued Common Shares in any one 12-month period without disinterested Shareholder approval. Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued Common

Shares in any 12-month period to any one consultant of the Company. Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued Common Shares in any 12-month period to employees of the Company conducting investor relations activities. The maximum term of any stock Options granted may not exceed 5 years. If the Common Shares are increased, decreased or changed through re-organization, merger, re-capitalization, reclassification, stock dividend, subdivision or consolidation, an appropriate adjustment shall be made by the Board of Directors in the number of Options issued and the exercise price per Option.

In fiscal 2020, ending September 30, 2020, the Company had not granted any Options under the Stock Option Plan. As of the date of this Circular, July 2, 2021, no Options were outstanding under the Stock Option Plan and there are all 1,425,000 Options available to be granted under the Stock Option Plan.

For “Incentive Stock Options”, a listed corporation may be required to obtain the approval of its shareholders for a “rolling” stock option plan at each annual meeting of shareholders. The Stock Option Plan is a “rolling” stock option plan as the aggregate number of Common Shares reserved for issuance upon the exercise of the Options pursuant to the Stock Option Plan is such number of Common Shares as is equal to 10% of the total number of Common Shares issued and outstanding from time to time. Accordingly, the Shareholders of the Company will be asked to ratify the existing Stock Option Plan and approve the following resolution (the “**Option Plan Resolution**”) at the Meeting:

“BE IT RESOLVED THAT:

1. the Company’s stock option plan (the “**Option Plan**”), as described in the Management Information Circular of the Company dated July 2, 2021, be and it is hereby approved and re-confirmed, including the reservation for issuance under the Option Plan at any time of a maximum of 10% of the then issued and outstanding shares of the Company, in accordance with the policies of the Canadian Securities Exchange (the “CSE”);
2. the Company be and is hereby authorized to make such amendments, if any, to the Option Plan, as may be requested by the CSE in order that the Option Plan complies with any applicable policies of the CSE; and
3. the directors and officers of the Company be and are hereby authorized and directed to make all such filings, cause all such documents, instruments and other writings to be executed and delivered and to cause all such acts and things to be done, all for and on behalf of the Company, as the Board may consider necessary or desirable to give effect to the foregoing resolution.”

The Board recommends that Shareholders vote FOR the approval of the Option Plan Resolution. Unless the Shareholder directs that his or her Common Shares are to be voted against the approval of the Option Plan Resolution, the persons named in the enclosed form of proxy intend to vote FOR the approval of the Option Plan Resolution. A majority of votes cast by the Shareholders at the Meeting is required for the approval of the Option Plan Resolution.

EXECUTIVE COMPENSATION

Discussion of Executive Compensation

The objectives of the Company’s compensation program are to attract, hold and inspire the performance of members of senior management in order to enhance profitability and growth of the Company. Specifically, the compensation strategy has been designed to ensure internal consistency in rewarding contribution and external validity against the market. A flexible reward structure was identified to respond to organizational growth and market changes whilst driving performance of key members of the executive team.

The compensation of the executive officers consists of two basic elements: i) salary; and ii) incentive stock options. As the Company is an early stage health technology company, it does not generate any material revenue and must rely exclusively on funds raised from equity financing. In deciding on the salary/management fee portion of the compensation of the executive officers, the following factors are taken into consideration: particular responsibilities

related to the position; salaries paid by comparable businesses in the resource sector; the experience level of the executive officer; his, her or its overall performance; and standard industry practices.

The incentive stock option portion of the compensation is designed to provide the executive officers of the Company with a long term incentive in developing the Company's business. Options granted under the Stock Option Plan are approved by the Board of Directors, and if applicable, its subcommittees, after consideration of the Company's overall performance and whether the Company has met targets set out by the executive officers in their strategic plan.

Compensation of Executive Officers

A “Named Executive Officer” means the following individuals: (i) the Chief Executive Officer, (ii) the Chief Financial Officer, (iii) the other three most highly compensated executive officers at the end of September 30, 2020 whose total compensation each exceeded \$150,000, and (iv) each individual who would be a Named Executive Officer but for the fact that the individual was neither an executive officer of the Company, nor serving in a similar capacity, at the end of the most recently completed financial year.

Biographies of Executive Officers

Ron Miles, CEO, and Director – see above page 10 “Biographies of Proposed Directors”

Barry Bergstrom, CFO – is a retired Chartered Professional Accountant and Certified Management Accountant and former senior executive with 40 years of experience across the mining, oil and gas, and natural resource sectors. During his career, he has acted in various senior roles for both private and large publicly held companies at the CEO, CFO and COO levels, in addition to heading up the investor relations and corporate development functions. During his career, Mr. Bergstrom has been instrumental in obtaining financing for the organizations that he worked with, in addition to navigating the complexities of undertaking initial public offerings. Mr. Bergstrom has significant experience with financial reporting and planning for public corporations and the complexities associated with regulatory requirements. In past, Mr. Bergstrom has been involved with successful negotiations with government authorities with respect to licensing and permitting surrounding extractive and natural resource-based businesses. Mr. Bergstrom is a retired professional accountant having received his certification in Canada in the 1970's.

Joel Scodnick, Geologist, QP, and Director – see above page 10 “Biographies of Proposed Directors”. As a professional geologist Mr. Scodnick performs services for the company within the role and meaning of a Qualified Person (“QP”).

Summary Compensation Table for Named Executive Officers

The following table sets forth the compensation earned in the financial years ended September 30, 2020, September 30, 2019, and September 30, 2018, by each Named Executive Officer (of which Mr. Miles and Mr. Scodnick, are also directors of the company).

NEO Name and Principal Position	Year	Salary (\$)	Share-Based Awards (\$)	Option-Based Awards (\$) ⁽²⁾	Non-Equity Incentive Plan Compensation (\$)		Pension Value (\$)	All Compensation (\$)	Other Compensation (\$)	Total Compensation (\$)
					Annual Incentive Plans	Long-term Incentive Plans ⁽³⁾				
CEO Ron Miles	2020	6,000	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
CFO ⁽⁴⁾ Barry Bergstrom	2020	1,150	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2019	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Geologist,	2020	6,623	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Joel Scodnick	2019	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil
	2018	Nil	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Salary compensation paid to Mr. Barry Bergstrom solely for his role as a Chief Financial Officer of the Company. Mr. Bergstrom does not serve as a director on the Board of the Company.

(2) In the event of a grant of options, grant date fair value calculations are based on the Black-Scholes Option Pricing Model. Option pricing models require the use of highly subjective estimates and assumption including the expected stock price volatility. Changes in the underlying assumption can materially affect the fair value estimates and, therefore, in management's opinion existing models do not necessarily provide a reliable measure of the fair value of the Company's share and option based awards.

(3) "LTIP" or "long term incentive plan" means any plan that provides compensation intended to motivate performance to occur over a period greater than one fiscal year, but does not include option or share-based awards.

INCENTIVE PLAN AWARDS

Outstanding Option-Based Awards of Named Executive Officers

The following table summarizes all option-based awards outstanding as of September 30, 2020 for each of the Named Executive Officers:

Option-based Awards ⁽³⁾				
Name	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$) ⁽¹⁾
Ron Miles, CEO & Director	Nil	N/A	N/A	Nil
Barry Bergstrom, CFO	Nil	N/A	N/A	Nil
Joel Scodnick, Geologist, & Director	Nil	N/A	N/A	Nil

Notes:

(1) No options were set or outstanding for fiscal year ended September 30, 2020, September 30, 2019 or September 30, 2018

Named Executive Officer Incentive Plan Awards – Value Vested or Earned During the Year Ended September 30, 2020⁽²⁾

The following table sets forth all incentive plan awards in which the value vested or was earned during the financial year ended September 30, 2020 for each Named Executive Officer:

Value on Pay-Out or Vesting of Incentive Plan Awards

Name	Option-based awards – Value vested during the year (\$) ^{(1) (2)}	Share-based awards – Value vested during the year (\$)	Non-equity incentive plan compensation – Value earned during the year (\$)
Ron Miles	Nil	Nil	Nil

Barry Bergstrom	Nil	Nil	Nil
Joel Scodnick	Nil	Nil	Nil

Notes:

- (1) No Options were vested as of the year ended September 30, 2020. Summarized for each of the executives, the aggregate value that would have been realized if the stock options had been exercised on the vesting date during the financial year ended September 30, 2020. As these stock options were not necessarily exercised on such vesting date by the executive, these amounts do not necessarily reflect amounts realized by the executive during the year ended September 30, 2020.
- (2) No Incentive Plan Awards or options were issued during the financial years ended September 30, 2019 or September 30, 2018.

Long Term Incentive Plan

The Company does not have a long term incentive plan for the Named Executive Officers, other than the granting of Options from time to time by the Board of Directors under the provisions of the Stock Option Plan.

The Company does not have any defined benefit or actuarial plans under which benefits are determined primarily by final compensation (or average final compensation) and years of service for the Named Executive Officers.

Termination of Employment, Change in Responsibilities and Employment Contracts

No officers or employees of the Company have entered into employment agreements with the Company.

DIRECTOR COMPENSATION

Summary Compensation Table for Directors

The directors of the Company have no standard compensation arrangements, or any other arrangements with the Company. The amount earned by directors of the Company for their services as directors, including salaries, director’s fees, commissions, bonuses paid for services rendered during the most recently completed financial year, bonuses paid during the most recently completed financial year for services rendered in a previous year, and any compensation other than bonuses earned during the most recently completed financial year the payment of which was deferred, any amounts payable for committee participation or special assignments from the Company and its subsidiaries is nil. The directors had no arrangements with the Company where they were compensated for services as consultants or experts by the Company or its subsidiaries during the financial year ended September 30, 2020. Executive officers of the Company who also act as directors of the Company do not receive any additional compensation for services rendered in such capacity, other than as paid by the Company to such executive officers in their capacity as executive officers.

The following table summarizes the compensation paid, payable, awarded or granted to each of the non-management directors of the Company for the year ended September 30, 2020. For information regarding Mr. Ron Miles and Mr. Joel Scodnick, the two directors who received compensation either as an officer or consultant or not related to being a director of the Company, please refer to “Executive Compensation – Summary Compensation Table for Named Executive Officers”.

Name	Fees Earned (\$)	Share-based awards (\$)	Option-based awards (\$)⁽¹⁾	Non-equity Incentive plan compensation	Pension value (\$)	All other compensation (\$)	Total (\$)
Nelson Lau	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) No Options were vested as of September 30, 2020. Summarized for each of the directors, the aggregate value that would have been realized if the options had been exercised on the vesting date during the financial year ended September 30, 2020. As these options were not necessarily exercised on such vesting date by the director, these amounts do not necessarily reflect amounts realized by the director during the year ended September 30, 2020.

Outstanding Option-Based Awards of Directors

The following table summarizes all option-based awards held by each of the non-management directors of the Company outstanding as of September 30, 2020. For information regarding Mr. Ron Miles or Mr. Joel Scodnick, the two directors who had management roles or worked as a Qualified Person (“QP”) Geologist for the

Company as at September 30, 2020, please refer to “Incentive Plan Awards – Outstanding Option-Based Awards of Named Executive Officers”.

2020 Option-based Awards (No options were set or outstanding for fiscal year ended September 30, 2019 or September 30, 2018)				
Name	Number of securities underlying unexercised options (#)	Option exercise price (\$)	Option expiration date	Value of unexercised in-the-money options (\$)⁽¹⁾
Nelson Lau	Nil	Nil	Nil	Nil

Notes:

(1) Mr. Lau, nor any other party has been granted any options as at the date of this Circular.

Director Incentive Plan Awards – Value Vested or Earned During the Year Ended September 30, 2020

The following table sets forth all incentive plan awards in which the value vested during the financial year ended September 30, 2020 for each of the non-management directors of the Company. For information regarding Mr. Ron Miles or Mr. Joel Scodnick, the two management directors of the Company, please refer to “Incentive Plan Awards – Named Executive Officer Incentive Plan Awards – Value Vested or Earned during the Year Ended September 30, 2020”.

Name	Option-based awards – Value vested during the year (\$)^{(1) (2)}	Share-based awards – Value vested during the year (\$)⁽¹⁾	Non-equity incentive plan compensation – Value earned during the year (\$)
Nelson Lau	Nil	Nil	Nil

Notes:

- (1) No Options were vested as of the year ended September 30, 2020. Summarized for each of the directors, the aggregate value that would have been realized if the stock options had been exercised on the vesting date during the financial year ended September 30, 2020. As these stock options were not necessarily exercised on such vesting date by the director, these amounts do not necessarily reflect amounts realized by the director during the year ended September 30, 2020.
- (2) No Incentive Plan Awards or options were ever issued for any financial year ended, and as of the date of this Circular.

Pension Plan Benefits

The Company does not currently have a pension or retirement plan which is applicable to any of the Named Executive Officers.

Indebtedness of Directors and Officers

No individual who is, or at any time during the most recently completed financial year of the Company was, an employee, director or executive officer of the Company, and no proposed nominee for election as a director of the Company, or any associate of any such director or executive officer or proposed nominee is, or at any time since the beginning of the most recently completed financial year of the Company has been, indebted to the Company (other than in respect of amounts which would constitute routine indebtedness) or was indebted to another entity, which such indebtedness is, or was at any time during the most recently completed financial year of the Company, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company.

Directors’ and Officers’ Liability Insurance

The Company is currently still in the development phase of its business and as a result of limited potential liability at this stage, does not maintain directors’ and officers’ liability insurance for the directors and officers of the Company.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets forth as of September 30, 2020, all required information with respect to compensation plans under which equity securities of the Company are authorized for issuance. The only equity compensation plan of the Company is the Stock Option Plan.

<u>Plan Category</u>	Number of securities to be issued upon exercise of outstanding options, warrants and rights ⁽¹⁾ (a)	Weighted-average exercise price of outstanding options, warrants and rights (\$) (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) ⁽²⁾ (c)
Stock Option Plan	Nil Outstanding	Nil Outstanding	1,425,000

Notes: (1) Represents Common Shares issuable upon the exercise of stock options.

(2) Based on outstanding Common Shares of 14,250,000 as at September 30, 2020.

For further information on the Stock Option Plan, please refer to “Particulars of Matters to be Acted Upon - Approval of Stock Option Plan”.

Other Compensation

Other than as set forth herein, the Company did not pay any other compensation to the Named Executive Officers or directors (including personal benefits and securities or properties paid or distributed which compensation was not offered on the same terms to all full time employees) during the financial year ended September 30, 2020.

PARTICULARS OF SPECIAL BUSINESS

GLOSSARY OF TERMS

Unless the context otherwise requires, when used in this Information Circular the following terms shall have the meanings set forth below. Terms and abbreviations used in the Appendices to this Information Circular are defined separately therein.

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

"**AGSM**" means Annual General and Special Meeting or the EGFV special meeting to vote on the Arrangement;

"**Arrangement**" means the arrangement under the Arrangement Provisions pursuant to which the Company proposes to reorganize its business and assets, and which is set out in detail in the Plan of Arrangement;

"**Arrangement Agreement**" means the agreement dated July 2, 2021 between EGFV, Subco A, Subco B, Subco C, Subco D, and Subco E, a copy of which is attached as Schedule "C" to this Circular, and any amendment(s) or variation(s) thereto;

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

"**Arrangement Resolution**" means the special resolution to be considered by the EGFV Shareholders to approve the Arrangement, the full text of which is set out in Schedule "B" to this Circular;

"**Assets**" means the assets of the Company to be transferred to Subco A, Subco B, Subco C, Subco D and Subco E pursuant to the Arrangement, being the respective Evergreen Acquisition Inc. LOI, WUD Property LOI, SciTech

Venture Capital Corp. LOI, Sylvest Property mineral claims Option Agreement and UK Technology Company LOI, as further described in this Circular;

"**Beneficial Shareholder**" means an EGFV Shareholder who is not a Registered Shareholder;

"**Board**" means the board of directors of the Company;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

"**Circular**" means this management information circular;

"**Company**" means EVOLUTION GLOBAL FRONTIER VENTURES CORP.;

"**Conversion Factor**" means the number arrived at by dividing the number of issued EGFV Shares as of the close of business on the Share Distribution Record Date by a denominator up to 285,000,000 (or up to 14,250,000 x 20) resulting in a net 20 old for 1 new share consolidation, as determined by the Board at its discretion and on a case by case basis;

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

"**Dissenting Shareholder**" means an EGFV Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its EGFV Shares in accordance with the Plan of Arrangement;

"**Dissenting Shares**" means the EGFV Shares in respect of which Dissenting Shareholders have exercised a right of dissent;

"**Effective Date(s)**" means the date(s) upon which the Arrangement becomes effective for the respective companies;

"**EGFV**" means EVOLUTION GLOBAL FRONTIER VENTURES Corporation;

"**EGFV Class A Shares**" means the renamed and re-designated EGFV Shares described in Section 3.1(b)(i) of the Plan of Arrangement;

"**EGFV Class A Preferred Shares**" means the class "A" preferred shares without par value which will be created and issued pursuant to Section 3.1(b)(iii) of the Plan of Arrangement;

"**EGFV Shareholder**" means a holder of EGFV Shares;

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

"**Endeavor**" means Endeavor Trust Corporation, the transfer agent for EGFV;

"**Evergreen**" means Evergreen Acquisitions Inc.;

"**Evergreen Assets**" means the assets of Evergreen Acquisitions Inc. to be acquired by EGFV pursuant to the Evergreen LOI;

"**Evergreen LOI**" means the letter of intent entered into between the Company and Evergreen Acquisitions Inc. with respect to the proposed Evergreen Asset Acquisition;

"**Evergreen Asset Acquisition**" means the proposed acquisition by Subco A of the Evergreen Assets, subject to completion of the Arrangement;

"**Exchange**" means the Canadian Securities Exchange or may refer to any Securities Exchange in Canada;

"**Final Order**" means the final order of the Court approving the Arrangement;

"Incorporator Share" means the Share(s) issued to the incorporator that will be required to be cancelled as a condition of the procedure of the final share exchanges pursuant for the Arrangement to become Effective;

"Meeting" means the general and special meeting of the EGFV Shareholders to be held on July 23, 2021, and any adjournment(s) or postponement(s) thereof;

"New Shares" means the new class of common shares without par value which the Company will create pursuant to Section 3.1(b)(ii) of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the EGFV Shares;

"Notice of Meeting" means the notice of the general and special meeting of the EGFV Shareholders in respect of the Meeting;

"Plan of Arrangement" means the plan of arrangement attached as Schedule "A" to the Arrangement Agreement, which Arrangement Agreement is attached as Schedule "C" to this Circular, and any amendment(s) or variation(s) thereto;

"Proxy" means the form of proxy accompanying this Circular;

"Registered Shareholder" means a registered holder of EGFV Shares as recorded in the shareholder register of the Company maintained by Endeavor Trust;

"Registrar" means the Registrar of Companies under the Act;

"SEC" means the United States Securities and Exchange Commission;

"SEDAR" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

"Share Distribution Record Date" means the close of business on the Record Date for Holders of Record to vote at this shareholders meeting or such other date as agreed to by the Parties, which date(s) establishes the EGFV Shareholders who will be entitled to receive any of the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares pursuant to this Plan of Arrangement. The date may be different for the various different subsidiaries;

"STVC" means SciTech Venture Capital Corp.;

"STVC VC Business Assets" means all assets related to the venture capital operation, and associated goodwill related to venture capital operation, to be acquired by EGFV pursuant to the STVC LOI;

"STVC Acquisition LOI" means the Letter of Intent entered into between the Company and STVC with respect to the proposed STVC VC Business Acquisition;

"STVC VC Business Acquisition" means the proposed acquisition by Subco C, subject to completion of the Arrangement;

"Subco A" means a corporation to be formed under the Act, or such other jurisdiction as determined by the Board, for the purposes of carrying out the Arrangement;

"Subco A Share Consideration" means the 14,250,000 Subco A Shares multiplied by the Conversion Factor and up to an additional 100 Subco A Shares issued to EGFV Shareholders in consideration for the assignment and transfer of the Evergreen Acquisitions Inc. LOI to Subco A by EGFV;

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

“Subco B” means a corporation to be formed under the Act, or such other jurisdiction as determined by the Board, for the purposes of carrying out the Arrangement;

“Subco B Share Consideration” means the 14,250,000 Subco B Shares multiplied by the Conversion Factor and up to an additional 100 Subco B Shares issued to EGFV Shareholders in consideration for the assignment and transfer of the WUD Property LOI to Subco B by EGFV;

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

“Subco C” means a corporation to be formed under the Act, or such other jurisdiction as determined by the Board, for the purposes of carrying out the Arrangement;

“Subco C Share Consideration” means the 14,250,000 Subco C Shares multiplied by the Conversion Factor and up to an additional 100 Subco C Shares issued to EGFV Shareholders in consideration for the assignment and transfer of the TULIPTM IP to Subco C by EGFV;

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

“Subco D” means a corporation to be formed under the Act, or such other jurisdiction as determined by the Board, for the purposes of carrying out the Arrangement;

“Subco D Share Consideration” means the 14,250,000 Subco D Shares multiplied by the Conversion Factor and up to an additional 100 Subco D Shares issued to EGFV Shareholders in consideration for the assignment and transfer of the Sylvest Mineral Claims Option Agreement Assets to Subco D by EGFV;

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

“Subco E” means a corporation to be formed under the Act, or such other jurisdiction as determined by the Board, for the purposes of carrying out the Arrangement;

“Subco E Share Consideration” means the 14,250,000 Subco E Shares multiplied by the Conversion Factor and up to an additional 100 Subco E Shares issued to EGFV Shareholders in consideration for the assignment and transfer of the UK Technology Company LOI to Subco E by EGFV;

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

“Sylvest” is the name of the property with gold-copper exploration targets, comprising of 3,777 hectares of mineral claims located in north-central British Columbia;

“Sylvest Property Option Agreement” means the option agreement that allows the holder of the option agreement to acquire 100% of the Sylvest Property mineral claims and is part of the 3 business opportunities from the STVC LOI;

“Sylvest Property Acquisition” means the proposed acquisition by Subco D of the Sylvest Property Option Agreement, subject to completion of Arrangement.

"Tax Act" means the Income Tax Act (Canada), as may be amended, or replaced, from time to time;

“UK Technology Company or Technology Company” means the Technology Company that is currently an active operating business with sales revenues headquartered in the United Kingdom (“UK”)

“UK Technology Company LOI” means the LOI Agreement between STVC and the UK Technology Company that forms part of the Letter of Intent entered into between the Company and STVC;

“**UK Technology Acquisition**” means the proposed acquisition by Subco E of the UK Technology Company LOI, subject to completion of the Arrangement;

“**UK Technology Assets**” all trade names, domain names, documentation, marketing materials, trademarks, and associated goodwill related to the online doctor appointments and health records accessing telemedical system, management and services;

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as may be amended, or replaced, from time to time;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as may be amended, or replaced, from time to time.

“**VC**” means Venture Capital;

“**WUD**” is the name of the property that comprises of 2,110 hectares of mineral claims with copper-gold exploration targets located in central British Columbia;

“**WUD Property LOI**” means the letter of intent to acquire the option agreement that allows the holder of the option agreement to acquire 100% of the WUD Property mineral claims;

“**WUD Property Acquisition**” means the proposed acquisition by Subco B of the WUD Property LOI, subject to completion of Arrangement.

PROPOSED ARRANGEMENT

The Arrangement

The Arrangement will be implemented by way of a court-approved plan of arrangement under the BCBCA pursuant to the terms of the Arrangement Agreement. The Arrangement Agreement provides for the implementation of the Plan of Arrangement pursuant to which, among other things, the following transactions will occur:

- EGFV will transfer \$1,000 in cash and all of EGFV's interest in and to the Evergreen LOI to Subco A in exchange for the receipt by EGFV Shareholders (other than Dissenting Shareholders) the Subco A Share Consideration for each Share held;
- EGFV will transfer \$1,000 in cash and all of EGFV's interest in and to the WUD Property LOI to Subco B in exchange for the receipt by EGFV Shareholders (other than Dissenting Shareholders) the Subco B Share Consideration for each Share held;
- EGFV will transfer \$1,000 in cash and all of EGFV's interest in and to the portion of the STVC LOI related to the STVC VC Business to Subco C in exchange for the receipt by EGFV Shareholders (other than Dissenting Shareholders) the Subco C Share Consideration for each Share held;
- EGFV will transfer \$1,000 in cash and all of EGFV's interest in and to the portion of the STVC LOI related to the Sylvest Property mineral claims option agreement to Subco D in exchange for the receipt by EGFV Shareholders (other than Dissenting Shareholders) the Subco D Share Consideration for each Share held; and
- EGFV will transfer \$1,000 in cash and all of EGFV's interest in and to the portion of the STVC LOI related to the UK Technology Company LOI to Subco E in exchange for the receipt by EGFV Shareholders (other than Dissenting Shareholders) the Subco E Share Consideration for each Share held;

The Arrangement Agreement is attached to this Information Circular as Schedule “C”. EGFV encourages you to read the Arrangement Agreement as it is the agreement between the Subco A, Subco B, Subco C, Subco D, Subco E and EGFV that governs the Arrangement. See "*The Arrangement – The Arrangement Agreement*".

The Plan of Arrangement is attached as Schedule "A" to the Arrangement Agreement which is attached as Schedule “C” to this Information Circular. EGFV also encourages you to read the Plan of Arrangement. See "*The Arrangement – Arrangement Mechanics*".

Background to the Arrangement

The Company was founded on October 13, 2016 as Ascension Exploration Inc. as a for profit corporation to seek profitable business opportunities for its shareholders focused in the mining or mineral exploration industry. The company signed an option agreement on June 1, 2020 to acquire a 90% interest on the mineral claims related to the Pichogen Property, located near Walls Township in the Province of Ontario. On June 8, 2020 the company changed its name to Evolution Global Frontier Ventures Corp under the laws of the Province of British Columbia. The Corporation’s head office and its registered and records office is located at #810 - 789 West Pender Street, Vancouver, BC, V6C 1H2.

On April 30, 2021 EGFV entered into two Letters of Intents (LOIs). The first LOI is to acquire Evergreen Acquisitions Inc. which is targeting acquisitions in businesses and properties involved in mining/exploration, technology and healthcare industries. The second LOI is to acquire a 100% interest in the WUD mineral claims with gold-copper exploration targets located in central BC.

On June 3, 2021 EGFV signed a LOI with SciTech Venture Capital Corp. for the acquisition of the SciTech business along with conducting an arrangement with Scitech to develop the Sylvest Property mineral claims option agreement and the LOI with the UK Technology Company. In consideration for the three business opportunities that comprise of SciTech EGFV has agreed to effect a business combination, merger, amalgamation or acquisition by issuing common shares to the vendors from EGFV or EGFV subsidiary companies to be allocated to the three SciTech businesses and spinning out three subsidiary companies to operate the SciTech business opportunities as independent businesses.

On June 9th, 2021, the Company announced the record date as June 14th, 2021 and the Annual General and Special Meeting (“AGSM”) and informed all shareholders owning and holding shares as of the record date shall be entitled to vote and participate in any decisions to allocate any return of capital or statutory plan of arrangement to deal with any assets within the company.

The “Evergreen LOI allows EGFV to acquire all trade names, domain names, documentation, marketing materials, trademarks, human resources and associated goodwill of Evergreen (collectively, the “Evergreen Assets”). Evergreen is a Venture Capital Company which is targeting acquisitions in businesses and properties involved in mining/exploration, technology and healthcare industries. Pursuant to the LOI, the acquisition of the Evergreen Assets is to be effected by the issuance of common shares in an EGFV’s subsidiary company and EGFV shall effect a business combination, merger, amalgamation with the subsidiary of the company (“Subco A”) which shall be formed upon receipt of shareholder approval to proceed with the Evergreen transaction pursuant to the Plan of Arrangement.

The WUD Property LOI allows EGFV or and EGFV subsidiary to acquire 100% of the WUD Property mineral claims. Pursuant to shareholder approval of the Arrangement Agreement to be voted on at the announced AGSM to transfer the WUD Property LOI to a subsidiary of the company (“Subco B”) which shall be formed upon receipt of shareholder approval to proceed with the WUD Property LOI pursuant to the Plan of Arrangement.

EGFV management also determined that the SciTech Venture Capital LOI merits being included in the Arrangement for shareholders to vote upon and would result in shareholders being able to participate in the three business

opportunities within SciTech Venture Capital Corp.; 1) its Venture Capital business; 2) the Sylvest Property mineral claims development and 3) the UK Technology Company. As a result Management believes that shareholders should have the opportunity to vote on an Arrangement whereby the relevant portions of the STVC LOI for the three business opportunities should be transferred to EGFV subsidiary companies (“Subco C, Subco D and Subco E”), for the VC Business (“Subco C”), the Sylvest Property mineral claims Option Agreement (“Subco D”) and the UK Technology Company (“Subco E”) pursuant to the Plan of Arrangement.

Following internal deliberations, based, in part on the advice and analysis provided by the investment community and the advice of the Company's legal counsel, the management of EGFV unanimously determined to recommend to the EGFV Board approval of the Arrangement and the entering into of the Arrangement Agreement.

Following such recommendation and after its own deliberations, the EGFV Board unanimously: (i) determined that the Arrangement is in the best interests of EGFV and EGFV Shareholders; (ii) determined that the consideration to be received by EGFV Shareholders pursuant to the Arrangement is fair to the EGFV Shareholders; (iii) approved the Arrangement and the entering into of the Arrangement Agreement; and (iv) resolved to recommend that EGFV Shareholders vote in favour of the Arrangement Resolution.

The EGFV Board also reviewed, among other things, (i) information concerning the business, operations, property, assets, financial conditions, operating results and the prospects of EGFV; (ii) historical information regarding the trading price and volumes of the Shares; (iii) current and prospective industry, economic and market conditions and EGFV's prospects going forward; (iv) the specific terms of the draft Arrangement Agreement and Plan of Arrangement, including the allocation of the aggregate consideration to each of the EGFV and the elements of the proposed Arrangement that would provide protection to the Company and the EGFV Shareholders; and (v) alternatives potentially available to the Company.

Reasons for and Anticipated Benefits of the Arrangement

In reaching its determination, approval and recommendation in respect of the Arrangement and the Arrangement Resolution, the EGFV Board considered many factors, including the terms and conditions of completion the Arrangement, the recommendation of management, various strategic factors and potential advantages and disadvantages of the Arrangement and the elements of the Arrangement Agreement that provide protection to the EGFV Shareholders. Without limiting the generality of the foregoing, the benefits, risks and other factors considered by the EGFV Board included the following:

- the EGFV Board concluded that the value offered to EGFV Shareholders under the Arrangement is more favourable than the value that might have been realized through pursuing financing alternatives for EGFV, given EGFV's assessment of current and prospective industry, economic, and other market conditions and trends affecting the industry generally and EGFV in particular;
- following the Arrangement, the EGFV Board and management of the Company shall be able to focus its efforts on developing its mining and mineral exploration business, while the respective management of each of Subco A, Subco B, Subco C, Subco D and Subco E will be free to focus on developing their respective assets and businesses: for Subco A, the Evergreen Acquisitions business; for Subco B, the WUD Property mineral claims; for Subco C, the SciTech Venture Capital business; for Subco D, the Sylvest Property mineral claims; and for Subco E, the UK Technology company business;
- as separate companies, each of Subco A, Subco B, Subco C, Subco D and Subco E shall have direct access to public and private capital markets and will be able to issue debt and equity to fund implementation and development of their respective assets and to finance the acquisition and development of any other projects or opportunities that arise;
- as separate companies, each of Subco A, Subco B, Subco C, Subco D and Subco E shall be able to establish equity based compensation programs to enable it to better attract, motivate and retain directors, officers and

key employees, thereby better aligning management and employee incentives with the interests of shareholders; and

- other alternatives that had been investigated by EGFV and the risks and possible benefits of pursuing such alternatives.

The foregoing summary of the information and factors considered by the EGFV Board is not intended to be exhaustive of the factors considered by them in reaching their respective conclusions and making their recommendations. In their evaluation of the Arrangement, individual members of the EGFV Board evaluated the various factors summarized above in light of their own knowledge of the business, financial condition and prospects of EGFV, and based upon the advice of EGFV's legal and financial advisors. In view of the numerous factors considered in connection with their evaluation of the Arrangement, the EGFV Board did not find it practicable to, and did not, quantify or otherwise attempt to assign relative weight to specific factors in reaching their respective conclusions and recommendations. In addition, individual members of the EGFV Board may have given different weights to different factors. The conclusions and recommendations of the EGFV Board were made after considering all of the information and factors involved.

Fairness of the Arrangement

The Arrangement was determined to be fair to the EGFV Shareholders by the EGFV Board based upon the following factors, among others:

1. the procedures by which the Arrangement will be approved, including the requirement for 66 and 2/3rds EGFV Shareholder approval and approval by the Court after a hearing at which fairness will be considered if required;
2. the potential of pursuing the listing of the Subco A shares, Subco B shares, Subco C, Subco D and Subco E shares on an Exchange;
3. the opportunity for EGFV Shareholders who are opposed to the Arrangement, upon compliance with certain conditions, to dissent from the approval of the Arrangement and to be paid fair value for their EGFV Shares; and
4. each EGFV Shareholder on the Share Distribution Record Date will participate in the Arrangement on a pro-rata basis and, upon completion of the Arrangement, will continue to hold the same pro-rata interest that such EGFV Shareholder held in the Company prior to completion of the Arrangement.

Recommendation of the EGFV Board

The Board approved the Arrangement and authorized the submission of the Arrangement to the EGFV Shareholders and the Court for approval. **The Board has concluded that the Arrangement is in the best interests of the Company and the EGFV Shareholders, and recommends that the EGFV Shareholders vote FOR the Arrangement Resolution at the Meeting.** In reaching this conclusion, the Board considered the benefits to the Company and the EGFV Shareholders, as well as the financial position, opportunities and the outlook for the future potential and operating performance of EGFV, Subco A, Subco B, Subco C, Subco D and Subco E.

Arrangement Mechanics

The Arrangement

The Arrangement will be implemented by way of a court approved plan of arrangement under the BCBCA pursuant to the terms of the Arrangement Agreement. The following procedural steps must be taken in order for the Arrangement to become effective:

- a) the Arrangement must be approved by the EGFV Shareholders in the manner set forth herein;
- b) the Court must grant the Final Order approving the Arrangement;
- c) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate party; and
- d) the Final Order and Articles of Arrangement in the form prescribed by the BCBCA must be filed with the Registrar.

Arrangement Steps

The following summarizes the steps which will occur under the Plan of Arrangement on the Effective Date, if all conditions to the implementation of the Arrangement have been satisfied or waived. The following description of steps is qualified in its entirety by reference to the full text of the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement which is attached as Schedule "C" to this Information Circular:

- a) the Shares held by shareholders of EGFV Shareholders dissenting from the Arrangement ("Dissenting Shareholders") shall be deemed to have been transferred to EGFV (free and clear of any encumbrances) for cancellation, and cease to be outstanding, and as of the Effective Time, such Dissenting Shareholders shall cease to have any rights as EGFV Shareholders, other than the right to be paid the fair value of their Shares in accordance with the Plan of Arrangement and such Dissenting Shareholders' names shall be removed from the register of Shares maintained by or on behalf of EGFV;
- b) EGFV will transfer and assign the Evergreen LOI to Subco A in consideration for 14,250,000 shares from Subco A (the "Distributed Subco A Shares") and each EGFV Shareholder receiving up to 100 shares from Subco A, and such Distributed Subco A Shares shall be multiplied by the Conversion Factor so that EGFV will receive from Subco A that number of shares equal to the issued and outstanding EGFV Shares as of the Share Distribution Record Date, multiplied by the Conversion Factor;
- c) EGFV shall effect the necessary changes to its authorized share capital such that each EGFV Shareholder, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Subco A Shares that is equal to the number of EGFV Shares held by such holder multiplied by the Conversion Factor, in addition to each EGFV Shareholder receiving up to 100 common shares from Subco A; thereafter, each EGFV Shareholder will be added to the central securities register of Subco A in respect of such Distributed Subco A Shares;
- d) EGFV will transfer the WUD LOI to Subco B in consideration for 14,250,000 shares from Subco B (the "Distributed Subco B Shares") and each EGFV Shareholder receiving up to 100 shares from Subco B, and such Distributed Subco B Shares shall be multiplied by the Conversion Factor so that EGFV will receive from Subco B that number of shares equal to the issued and outstanding EGFV Shares as of the Share Distribution Record Date, multiplied by the Conversion Factor;
- e) EGFV shall effect the necessary changes to its authorized share capital such that each EGFV Shareholder, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Subco B Shares that is equal to the number of EGFV Shares held by such holder multiplied by the Conversion Factor, in addition to each EGFV Shareholder receiving up to 100 common shares from Subco B; thereafter, each EGFV Shareholder will be added to the central securities register of Subco B in respect of such Distributed Subco B Shares;
- f) EGFV will transfer the SciTech LOI to Subco C in consideration for 14,250,000 shares from Subco C (the "Distributed Subco C Shares") and each EGFV Shareholder receiving up to 100 shares from Subco C, and such Distributed Subco C Shares shall be multiplied by the Conversion Factor so that EGFV will receive from Subco C that number of shares equal to the issued and outstanding EGFV Shares as of the Share Distribution Record Date, multiplied by the Conversion Factor;

- i) EGFV shall effect the necessary changes to its authorized share capital such that each EGFV Shareholder, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Subco C Shares that is equal to the number of EGFV Shares held by such holder multiplied by the Conversion Factor, in addition to each EGFV Shareholder receiving up to 100 common shares from Subco C; thereafter, each EGFV Shareholder will be added to the central securities register of Subco C in respect of such Distributed Subco C Shares;
- j) EGFV will transfer the Sylvest Property Option Agreement that it will receive from the SciTech (STVC) LOI to Subco D in consideration for 14,250,000 shares from Subco D (the “Distributed Subco D Shares”) each EGFV Shareholder receiving up to 100 shares from Subco D, and such Distributed Subco D Shares shall be multiplied by the Conversion Factor so that EGFV will receive from Subco D that number of shares equal to the issued and outstanding EGFV Shares as of the Share Distribution Record Date, multiplied by the Conversion Factor;
- k) EGFV shall effect the necessary changes to its authorized share capital such that each EGFV Shareholder, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Subco D Shares that is equal to the number of EGFV Shares held by such holder multiplied by the Conversion Factor, in addition to each EGFV Shareholder receiving up to 100 common shares from Subco D; thereafter, each EGFV Shareholder will be added to the central securities register of Subco D in respect of such Distributed Subco D Shares;
- l) EGFV will transfer the UK Technology Company LOI that it will receive from the SciTech (STVC) LOI to Subco E in consideration for 14,250,000 shares from Subco E (the “Distributed Subco E Shares”) each EGFV Shareholder receiving up to 100 shares from Subco E, and such Distributed Subco E Shares shall be multiplied by the Conversion Factor so that EGFV will receive from Subco E that number of shares equal to the issued and outstanding EGFV Shares as of the Share Distribution Record Date, multiplied by the Conversion Factor;
- m) EGFV shall effect the necessary changes to its authorized share capital such that each EGFV Shareholder, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Subco E Shares that is equal to the number of EGFV Shares held by such holder multiplied by the Conversion Factor, in addition to each EGFV Shareholder receiving up to 100 common shares from Subco E; thereafter, each EGFV Shareholder will be added to the central securities register of Subco E in respect of such Distributed Subco E Shares;
- n) The Notice of Articles and Articles of EGFV will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement;

Effect of the Arrangement on EGFV Shareholders

Pursuant to the Arrangement EGFV shareholders (other than Dissenting Shareholders) shall become the holder of the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares transferred to it pursuant to paragraphs (b) – (n) above.

The Arrangement Agreement

The following is a summary of certain material terms of the Arrangement Agreement and the Plan of Arrangement and is subject to, and qualified in its entirety by, the full text of the Arrangement Agreement which is attached as Schedule “C” to this Information Circular and the Plan of Arrangement which is attached as Schedule “A” to the Arrangement Agreement. EGFV Shareholders are urged to read the Arrangement Agreement and the Plan of Arrangement in their entirety.

Effective Date of the Arrangement

Closing of the Arrangement will occur on the date on which the Articles of Arrangement is filed with the Registrar, which date will be at the discretion of the EGFV or the respective Subco Board and upon satisfaction or waiver (subject to Applicable Laws) of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Closing Date, but subject to the satisfaction or, where permitted, waiver of those conditions as of the Closing Date) set forth in the Arrangement Agreement, or such other date as may be agreed to in writing by EGFV.

Currently it is anticipated that the Effective Date for the partial completion of the first distribution will occur in or around July 2021. It is not possible, however, to state with certainty when the Effective Date will occur. The Effective Date could be earlier than anticipated or could be delayed for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order or the failure to obtain all Regulatory Approvals in the time frames anticipated.

Conditions to Closing

The Arrangement Agreement provides that the Arrangement will be subject to the fulfillment of certain conditions, including the following:

1. the Arrangement Agreement must be approved by the EGFV Shareholders at the Meeting in the manner referred to under "Shareholder Approval";
2. the Arrangement must be approved by the Court in the manner referred to under "Court Approval of the Arrangement and Completion of the Arrangement";
3. all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders, required, necessary or desirable for the completion of the Arrangement must have been obtained or received, each in a form acceptable to EGFV, Subco A, Subco B, Subco C, Subco D and Subco E; and
4. the Arrangement Agreement must not have been terminated.

If any of the conditions set out in the Arrangement Agreement are not fulfilled or performed, the Arrangement Agreement may be terminated, or in certain cases EGFV, Subco A, Subco B, Subco C, Subco D and Subco E, as the case may be, may waive the condition in whole or in part. As soon as practicable after the fulfillment of the conditions contained in the Arrangement Agreement, the Board intends to cause a certified copy of the Final Order to be filed with the Registrar under the Act, together with such other material as may be required by the Registrar, in order that the Arrangement will become effective.

Management of the Company believes that all material consents, orders, regulations, approvals or assurances required for the completion of the Arrangement will be obtained in the ordinary course upon application therefore.

Shareholder Approval

In order for the Arrangement to become effective, the Arrangement Resolution must be passed, with or without variation, by a special resolution of at least 66-2/3 of the eligible votes cast in respect of the Arrangement Resolution by EGFV Shareholders present in person or by proxy at the Meeting.

Amendments

Arrangement Agreement

The Arrangement Agreement may, at any time and from time to time before or after the holding of the Meeting, be amended by written agreement of the Parties without, subject to Applicable Laws, further notice to, or authorization from, their respective Shareholders and any such amendment may, without limitation:

- a) change the time for performance of any of the obligations or acts of EGFV, Subco A, Subco B, Subco C, Subco D and Subco E under the Arrangement Agreement;
- b) waive any inaccuracies in, or modify, any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant to the Arrangement Agreement;
- c) waive compliance with, or modify, any of the covenants contained in the Arrangement Agreement and waive or modify performance of any of the obligations of EGFV, Subco A, Subco B, Subco C, Subco D and Subco E under the Arrangement Agreement; or
- d) waive satisfaction of, or modify, any of the conditions precedent set out in the Arrangement Agreement;

provided that no such amendment reduces or adversely affects the consideration to be received by the EGFV Shareholders without approval by the EGFV Shareholders given in the same manner as required for the approval of the Arrangement. *Plan of Arrangement*

EGFV may amend, modify and/or supplement the Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be contained in a written document which is: (i) approved by EGFV, Subco A, Subco B, Subco C, Subco D and Subco E; (ii) filed with the Court and, if made following the Meeting, approved by the Court; and (iii) communicated to EGFV Shareholders in the manner required by the Court (if so required).

Any amendment, modification or supplement to the Plan of Arrangement may be proposed by EGFV at any time prior to or at the Meeting (provided that the other party shall have consented in writing prior thereto) with or without any other prior notice or communication and, if so proposed and accepted, in the manner contemplated and to the extent required by the Arrangement Agreement, by the EGFV, shall become part of the Plan of Arrangement for all purposes.

Any amendment, modification or supplement to the Plan of Arrangement which is approved or directed by the Court following the Meeting shall be effective only: (i) if it is consented to by EGFV, Subco A, Subco B, Subco C, Subco D and Subco E under the Arrangement Agreement (each acting reasonably); and (ii) if required by the Court or applicable law, it is consented to by EGFV Shareholders.

Court Approval of the Arrangement and Completion of the Arrangement

The Arrangement requires approval by the Court under Section 291 of the BCBCA. Subject to the terms of the Arrangement Agreement, following the approval of the Arrangement Resolution by EGFV Shareholders, EGFV will make an application to the Court for the Final Order. An application for the Final Order approving the Arrangement will be made on a date at the discretion of the EGFV Board.

Any EGFV Shareholder or other interested party desiring to appear and make submissions at the application for the Final Order is required to file with the Court and serve upon EGFV, a notice of intention to appear including the interested party's address for service (or alternatively, a facsimile number for service by facsimile or an email address for service by electronic mail), indicating whether such interested party intends to support or oppose the application or make submissions at the application, together with a summary of the position such interested party intends to advocate before the Court, and any evidence or materials which are to be presented to the Court. Service of this notice on the Applicant shall be effected at any time following the filing of this Circular by service upon the BC solicitors for EGFV c/o Gary K. Lo, Barrister & Solicitor, 5728 East Boulevard, Vancouver, British Columbia V6M 4M4. On the application for the Final Order, the Court will consider, among other things, the fairness of the Arrangement. The Court may approve the Arrangement in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court deems fit.

Assuming that the Final Order is granted and the other conditions in the Arrangement Agreement are satisfied or waived, the Articles of Arrangement will be filed with the Registrar under the BCBCA to give effect to the Arrangement and the various other documents necessary to consummate the transactions contemplated under the Arrangement Agreement will be executed and delivered. Pursuant to Section 291 of the BCBCA, the Arrangement becomes effective on the date the Articles of Arrangement are filed.

Interests of Certain Persons in the Arrangement

In considering the recommendation of the EGFV Board with respect to the Arrangement, EGFV Shareholders should be aware that certain executive officers of EGFV and the EGFV Board have interests that are, or may be, different from, or in addition to, the interests of other EGFV Shareholders. The EGFV Board is aware of these interests and considered them along with the other matters described above in "The Arrangement – Background to the Arrangement" and "The Arrangement – Reasons for and Anticipated Benefits of the Arrangement".

As at the Agreement Date, the directors and executive officers of EGFV owned an aggregate of 500,000 Shares (excluding Shares underlying unexercised Options - Not Applicable in this case as no Options have been issued) or approximately 3.5% of total outstanding shares. All of the Shares held by the directors and executive officers of EGFV will be treated in the same fashion under the Arrangement as Shares held by any other EGFV Shareholder. If the Arrangement is completed, the directors and executive officers of EGFV will receive, in exchange for such Shares, an aggregate of approximately the same pro-rata interest of 3.5% of the total shares outstanding in each of Subco A, Subco B, Subco C, Subco D, and Subco E.

RISK FACTORS

Investment Considerations

Investments in development stage companies such as EGFV, Subco A, Subco B, Subco C, Subco D and Subco E are highly speculative and subject to numerous and substantial risks which should be considered in relation to the Arrangement. There is no assurance that a public market will continue in the new common shares or that there will be a public market for the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares and Subco E Shares after the Effective Date.

Failure to Complete Arrangement

IN THE EVENT THE ARRANGEMENT RESOLUTION IS NOT PASSED BY EGFV SHAREHOLDERS, THE COURT DOES NOT APPROVE THE ARRANGEMENT OR THE ARRANGEMENT DOES NOT PROCEED FOR SOME OTHER REASON, EGFV WILL CARRY ON BUSINESS AS IT IS CURRENTLY CARRYING ON. IN SUCH CIRCUMSTANCES, SUBCO A, SUBCO B, SUBCO C, SUBCO D AND SUBCO E WILL NOT BE FORMED AS SUBSIDIARIES OF EGFV; IN THE EVENT THEY HAVE BEEN FORMED, THEY WILL LIKELY REMAIN DORMANT AS THEY MAY LOSE THE CORPORATE OPPORTUNITY TO PROCEED WITH THEIR RESPECTIVE MOU'S OR LOI'S OR PROPOSED BUSINESS(ES).

Consents and Approvals

Completion of the Arrangement is conditional upon receiving certain consents and regulatory approvals. A substantial delay in obtaining satisfactory approvals or the imposition of unfavourable terms or conditions in the Regulatory Approvals could adversely affect the business, financial condition or results of operations of EGFV, Subco A, Subco B, Subco C, Subco D and Subco E.

Requirements for Further Financing

Each of Subco A, Subco B, Subco C, Subco D and Subco E do not have sufficient financial resources to undertake all of its currently planned activities beyond completion of the Arrangement. In the event that the Arrangement is completed each of Subco A, Subco B, Subco C, Subco D and Subco E will need to obtain further financing, whether through debt financing, equity financing or other means. There can be no assurance that each company will be able to raise the balance of the financing required or that such financing can be obtained without substantial dilution to shareholders. Failure to obtain additional financing on a timely basis could cause each company to reduce or terminate its operations.

Limited Operating History

As a wholly-owned subsidiary of EGFV, incorporated for the purpose of the Arrangement, each of Subco A, Subco B, Subco C, Subco D and Subco E have very limited history of operations and must be considered start-up companies. As such, each company is subject to many risks common to such enterprises, including under-capitalization, cash shortages, limitations with respect to personnel, financial and other resources and the lack of revenues. There is no assurance that each company will be successful in achieving a return on shareholders' investment and the likelihood of success must be considered in light of its early stage of operations.

Each of Subco A, Subco B, Subco C, Subco D and Subco E have limited financial resources, has not earned any revenue since commencing operations, has no source of operating cash flow and there is no assurance that additional funding will be available to it for further advancement of their respective businesses. There can be no assurance that each company will be able to obtain adequate financing in the future or that the terms of such financing will be favourable. Failure to obtain such additional financing could result in delay or indefinite postponement of development of each company's business.

No Market for Securities

There is currently no market through which any of Subco A, Subco B, Subco C, Subco D and Subco E's securities may be sold and there is no assurance that their respective shares will be listed for trading on a stock exchange, or if listed, will provide a liquid market for such securities. Until the shares are listed on a stock exchange, holders of the Subco A, Subco B, Subco C, Subco D and Subco E Shares may not be able to sell their shares.

Forward-Looking Statements May Prove Inaccurate

Readers are cautioned not to place undue reliance on forward-looking statements. By their nature forward-looking statements involve numerous assumptions, known and unknown risks and uncertainties, of both a general and specific nature, that could cause actual results to differ materially from those suggested by the forward-looking statements or contribute to the possibility that predictions, forecasts or projections will prove to be materially inaccurate.

TAX CONSIDERATIONS TO EGFV SHAREHOLDERS

Income Tax Considerations

Canadian Federal income tax considerations for EGFV Shareholders who participate in the Arrangement or who dissent from the Arrangement are set out in the summary herein entitled "Income Tax Considerations – Certain Canadian Federal Income Tax Considerations", and certain United States Federal income tax considerations for EGFV Shareholders who participate in the Arrangement or who dissent from the Arrangement are set out in the summary entitled "Income Tax Considerations – Certain U.S. Federal Income Tax Considerations".

EGFV Shareholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regard to their particular circumstances.

Certain Canadian Federal Income Tax Considerations

The following fairly summarizes the principal Canadian federal income tax considerations relating to the Arrangement applicable to an EGFV Shareholder (in this summary, a "**Holder**") who, at all material times for purposes of the Tax Act:

- holds all EGFV Shares, and will hold all New Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares, solely as capital property;
- deals at arm's length with EGFV, Subco A, Subco B, Subco C, Subco D, and Subco E;
- is not "affiliated" with the Company or Subco A, Subco B, Subco C, Subco D, and Subco E;
- is not a "financial institution" for the purposes of the mark-to-market rules in the Tax Act; and
- has not acquired EGFV Shares on the exercise of an employee stock option.

EGFV Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares generally will be considered to be capital property of the Holder unless the Holder holds the shares in the course of carrying on a business or acquired them in a transaction considered to be an adventure in the nature of trade.

This summary is based on the current provisions of the Tax Act, the regulations there under (the "**Regulations**") and management's understanding of the current administrative practices and policies of the Canada Revenue Agency (the "**CRA**"). It also takes into account specific proposals to amend the Tax Act and Regulations (the "**Proposed Amendments**") announced by the Minister of Finance (Canada) prior to the date hereof. It is assumed that all Proposed Amendments will be enacted in their present form, and that there will be no other relevant change to any relevant law or administrative practice, although no assurances can be given in these respects. This summary does not take into account any provincial, territorial, or foreign income tax considerations which may differ from the Canadian federal income tax considerations discussed below. An advance income tax ruling will not be sought from the CRA in respect of the Arrangement.

This summary also assumes that at the Effective Date under the Arrangement and all other material times thereafter, the paid-up capital of the EGFV Class A Shares (the re-designated EGFV Shares) as computed for the purposes of the Tax Act will not be less than the fair market value of the Assets to be transferred to Subco A, Subco B, Subco C, Subco D, Subco E and pursuant to the Arrangement, and is qualified accordingly.

This summary is of a general nature only, and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, and should not be construed to be, legal or tax advice to any EGFV Shareholder. Accordingly, EGFV Shareholders should each consult their own tax and legal advisers for advice as to the income tax consequences of the Arrangement applicable to them in their particular circumstances.

Holders Resident in Canada

The following portion of the summary is applicable only to Holders (each, in this portion of the summary, a "**Resident Holder**") who are or are deemed to be residents in Canada for the purposes of the Tax Act.

Exchange of EGFV Shares for New Shares and EGFV Class A Preferred Shares

A Resident Holder whose EGFV Class A Shares (the re-designated EGFV Shares) are exchanged for New Shares and EGFV Class A Preferred Shares pursuant to the Arrangement will not realize any capital gain or loss as a result of the exchange. The Resident Holder will be required to allocate the adjusted cost base ("**ACB**") of the Holder's EGFV Shares, determined immediately before the Arrangement, pro-rata to the New Shares and EGFV Class A Preferred Shares received on the exchange based on the relative fair market values of those New Shares and EGFV A Preferred Shares immediately after the exchange.

Redemption of EGFV Class A Preferred Shares

Pursuant to the Arrangement, the paid-up capital of the EGFV Class A Shares immediately before their exchange for New Shares and EGFV Class A Preferred Shares will be allocated to the EGFV Class A Preferred Shares to be

issued on the exchange to the extent of an amount equal to the fair market value of the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares and Subco E Shares to be issued to EGFV pursuant to the Arrangement in consideration for the Assets and the balance of such paid-up capital will be allocated to the New Shares to be issued on the exchange.

The Company expects that the fair market value of the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares and Subco E Shares to be so issued will be materially less than the paid-up capital of the EGFV Class A Shares immediately before the exchange. Accordingly, the Company is not expected to be deemed to have paid, and no Resident Holder is expected to be deemed to have received, a dividend as a result of the distribution of Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares on the redemption of the EGFV Class A Preferred Shares pursuant to the Arrangement.

Each Resident Holder whose EGFV Class A Preferred Shares are redeemed for Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares pursuant to the Arrangement will realize a capital gain (capital loss) equal to the amount, if any, by which the fair market value of the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares, less reasonable costs of disposition, exceed (are exceeded by) their ACB immediately before the redemption. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described below (see "Holders Resident in Canada — Taxation of Capital Gains and Losses").

The cost to a Resident Holder of EGFV Class A Preferred Shares acquired on the exchange will be equal to the fair market value of the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares and Subco E Shares at the time of their distribution.

Disposition of New Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares

A Resident Holder who disposes of a New Share or Subco A Share, Subco B Share, Subco C Share, Subco D Share or Subco E Share will realize a capital gain (capital loss) equal to the amount by which the proceeds of disposition of the share, less reasonable costs of disposition, exceed (are exceeded by) the ACB of the share to the Resident Holder determined immediately before the disposition. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described below. See "Holders Resident in Canada — Taxation of Capital Gains and Losses".

Taxation of Capital Gains and Losses

A Resident Holder who realizes a capital gain (capital loss) in a taxation year must include one half of the capital gain ("taxable capital gain") in income for the year, and may deduct one half of the capital loss ("allowable capital loss") against taxable capital gains realized in the year, and to the extent not so deductible, against taxable capital gains arising in any of the three preceding taxation years or any subsequent taxation year.

The amount of any capital loss arising from a disposition or deemed disposition of an EGFV Class A Preferred Share, New Share, or a Subco A Share, Subco B Share, Subco C Share, Subco D Share, or Subco E Share by a Resident Holder that is a corporation may, to the extent and under circumstances specified in the Tax Act, be reduced by the amount of certain dividends received or deemed to be received by the corporation on the share. Similar rules may apply if the corporation is a member of a partnership or beneficiary of a trust that owns shares, or where a partnership or trust of which the corporation is a member or beneficiary is a member of a partnership or a beneficiary of a trust that owns shares.

A Resident Holder that is a "Canadian-controlled private corporation" for the purposes of the Tax Act may be required to pay an additional 6½% refundable tax in respect of any net taxable capital gain that it realizes on disposition of a EGFV Class A Preferred Share, New Share or Subco A Share, Subco B Share, Subco C Share, Subco D Share, or Subco E Share.

Taxation of Dividends

A Resident Holder who is an individual will be required to include in income any dividend that the Resident Holder receives, or is deemed to receive, on New Shares or Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares and will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations.

A Resident Holder that is a corporation will be required to include in income any dividend that it receives or is deemed to be received on New Shares or Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares and generally will be entitled to deduct an equivalent amount in computing its taxable income. A "private corporation" (as defined in the Tax Act) or any other corporation controlled or deemed to be controlled by or for the benefit of an individual or a related group of individuals may be liable under Part IV of the Tax Act to pay a refundable tax of 33 $\frac{1}{3}$ % on any dividend that it receives or is deemed to be received on New Shares or Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares to the extent that such dividends are deductible in computing the corporation's taxable income. Any such Part IV tax will be expected to be refundable to it at the rate of \$1 for every \$3 of taxable dividends that it pays on its shares.

Alternative Minimum Tax on Individuals

A capital gain realized, or deemed to be realized, by a Resident Holder who is an individual (including certain trusts and estates) may give rise to liability to alternative minimum tax under the Tax Act.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a "**Resident Dissenter**") and consequently is paid the fair value for the Resident Dissenter's EGFV Shares in accordance with the Arrangement will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid-up capital of the Resident Dissenter's EGFV Shares. Any such deemed dividend will be subject to tax as discussed above under "Holders Resident in Canada — Taxation of Dividends". The Resident Dissenter will also realize a capital gain (capital loss) equal to the amount, if any, by which the payment, less the deemed dividend (if any) and less reasonable costs of disposition, exceeds (is exceeded by) the ACB of the shares. The Resident Dissenter will be required to include any resulting taxable capital in income, and to deduct any resulting allowable capital loss, in accordance with the usual rules applicable to capital gains and losses. See "Holders Resident in Canada – Taxation of Capital Gains and Losses".

The Resident Dissenter must also include in income any interest awarded by a court to the Resident Dissenter.

Eligibility for Investment

EGFV Class A Preferred Shares and New Shares will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, and registered education savings plans ("**Registered Plans**") at any particular time provided that, at that time, either the shares are listed on a "prescribed stock exchange" or EGFV is a "public corporation" as defined for the purposes of the Tax Act.

Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares will be qualified investments under the Tax Act for Registered Plans at any particular time provided that, at that time, the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares are listed on a "prescribed stock exchange" or Subco A, Subco B, Subco C, Subco D, or Subco E is a "public corporation" as so defined.

The Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares may be listed on the Exchange, which is a prescribed stock exchange, at the Effective Date under the Arrangement. On March 19, 2007, the Government of Canada eliminated the concept of "prescribed stock exchange" for these purposes and replaced it with the concept of "designated stock exchange". The amendment, which provides that the list of designated stock exchanges includes all of the former prescribed stock exchanges, became effective on December 14, 2007.

Other Tax Considerations

This Circular does not address any tax considerations of the Arrangement other than certain Canadian income tax considerations. Holders of securities who are resident in jurisdictions other than Canada should consult their own tax advisors with respect to the tax implications of the Arrangement, including any associated filing requirements in such jurisdictions and with respect to the tax implications in such jurisdictions of owning shares after the Arrangement. Holders of securities should also consult their own tax advisors regarding provincial, territorial or state tax considerations of the Arrangement or of holding Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares.

Holders Not Resident in Canada

The following portion of this summary is applicable only to Holders (each in this portion of the summary a "**Non-resident Holder**") who:

- have not been, are not, and will not be resident or deemed to be resident in Canada for purposes of the Tax Act;
- do not and will not, and are not and will not be deemed to, use or hold EGFV Shares, New Shares, EGFV Class A Preferred Shares, or Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares in connection with carrying on a business in Canada; and
- whose EGFV Class A Shares (the re-designated EGFV Shares), EGFV Class A Preferred Shares, New Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares will not at the Effective Date under the Arrangement, or at any material time thereafter, constitute "taxable Canadian property" for the purposes of the Tax Act.

Generally, an EGFV Class A Share, EGFV Class A Preferred Share, New Share, or Subco A Share, Subco B Share, Subco C Share, Subco D Share, or Subco E Share, as applicable, owned by a Non-resident Holder will not be taxable Canadian property of the Non-resident Holder at a particular time provided that, at that time, (i) the share is listed on a prescribed stock exchange (which includes the Exchange), (ii) neither the Non-resident Holder nor persons with whom the Non-resident Holder does not deal at arm's length alone or in any combination has owned 25% or more of the shares of any class or series in the capital of the issuing corporation within the previous five years, and (iii) the share was not acquired in a transaction as a result of which it was deemed to be taxable Canadian property of the Non-resident Holder. On March 19, 2007, the Government of Canada eliminated the concept of "prescribed stock exchange" for these purposes and replaced it with the concept of "designated stock exchange." The amendment, which provides that the list of designated stock exchanges includes all of the former prescribed stock exchanges, became effective on December 14, 2007.

Special rules, which are not discussed in this summary, may apply to a Non-resident Holder that is an insurer carrying on business in Canada.

Capital Gains and Capital Losses on Share Exchanges and Subsequent Dispositions of Shares

A Non-resident Holder who participates in the Arrangement will not be subject to tax under the Tax Act on any capital gain realized on the exchange of EGFV Class A Shares (the re-designated EGFV Shares) for New Shares and EGFV Class A Preferred Shares, nor on the redemption of EGFV Class A Preferred Shares in consideration for Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares.

Similarly, any capital gain realized by a Non-resident Holder on the subsequent disposition or deemed disposition of a New Share or Subco A Share, Subco B Share, Subco C Share, Subco D Share, or Subco E Share acquired pursuant to the Arrangement will not be subject to tax under the Tax Act, provided either that the shares do not constitute taxable Canadian property of the Non-resident Holder at the time of disposition, or an applicable income tax treaty exempts the capital gain from tax under the Tax Act.

Non-resident Holders will be exempt from the reporting and withholding obligations of §116 of the Tax Act in respect of the disposition of EGFV Class A Shares and EGFV Class A Preferred Shares pursuant to the Arrangement.

Deemed Dividends on the Redemption of EGFV Class A Preferred Shares

For the reasons set above under "Holders Resident in Canada — Redemption of EGFV Class A Preferred Shares", the Company expects that no Non-Resident Holder will be deemed to have received a dividend on the redemption of EGFV Class A Preferred Shares for Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares.

Taxation of Dividends

A Non-resident Holder to whom a dividend on a New Share or Subco A Share, Subco B Share, Subco C Share, Subco D Share, or Subco E Share is or is deemed to be paid, or credited, will be subject to Canadian withholding tax under the Tax Act at the rate of 25% of the gross amount of the dividend, unless reduced by an applicable income tax treaty, if any.

Dissenting Non-resident Holders

A Non-resident Holder who validly exercises Dissent Rights (a "Non-resident Dissenter") and consequently is paid the fair value for the Non-resident Dissenter's EGFV Shares in accordance with the Arrangement, will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid-up capital of the Non-resident Dissenter's EGFV Shares. Any such deemed dividend will be subject to tax as discussed above under "Holders Not Resident in Canada — Taxation of Dividends". The Non-resident Dissenter will not be subject to tax under the Tax Act on any capital gain that may arise in respect of the resulting disposition of the EGFV Shares.

The Non-resident Holder will also be subject to Canadian withholding tax on that portion of any such payment that is on account of interest at the rate of 25%, unless reduced by an applicable income tax treaty, if any.

The foregoing discussion is only a general overview of the requirements of Canadian tax and securities laws for the resale of the New Shares and the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares received upon completion of the Arrangement. All holders of EGFV Shares are urged to consult with their own tax accountant or legal counsel to ensure that any resale of their New Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, and Subco E Shares complies with applicable tax and securities legislation.

DISSENTING SHAREHOLDER RIGHTS

The Act does not contain a provision requiring the Company to purchase EGFV Shares from EGFV Shareholders who dissent from the Arrangement. However, pursuant to the terms of the Plan of Arrangement, the Company has granted the EGFV Shareholders who object to the Arrangement Resolution the right to dissent (the "Dissent Right") in respect of the Arrangement. A Dissenting Shareholder will be entitled to be paid in cash the fair value of the Dissenting Shareholder's EGFV Shares so long as the dissent procedures are strictly adhered to. The Dissent Right is granted in Article 5 of the Plan of Arrangement. A registered Dissenting Shareholder who intends to exercise the Dissent Right is referred to the full text of Sections 237 to 247 of the Act which is attached as Schedule "D" to this Circular.

An EGFV Shareholder who wishes to exercise his or her Dissent Right must give written notice of his or her dissent (a "Notice of Dissent") to the Company c/o Gary K. Lo, Barrister & Solicitor, 5728 East Boulevard, Vancouver, British Columbia V6M 4M4, marked to the attention of the Chief Executive Officer, by either delivering the Notice of Dissent to the Company at least two days before the Meeting or by mailing the Notice of Dissent to the Company by registered mail post marked not later than two days before the Meeting.

The giving of a Notice of Dissent does not deprive a Dissenting Shareholder of his or her right to vote at the Meeting on the Arrangement Resolution. However, the procedures for exercising Dissent Rights given in Schedule "D" must be strictly followed as a vote against the Arrangement Resolution or the execution or exercise of a proxy voting against the Arrangement Resolution does not constitute a Notice of Dissent.

EGFV Shareholders should be aware that they will not be entitled to exercise a Dissent Right with respect to any EGFV Shares if they vote (or instruct or are deemed, by submission of any incomplete proxy, to have instructed his or her proxy holder to vote) in favour of the Arrangement Resolution. A Dissenting Shareholder may, however, vote as a proxy for an EGFV Shareholder whose proxy requires an affirmative vote on the Arrangement Resolution, without affecting his or her right to exercise the Dissent Right.

In the event that an EGFV Shareholder fails to perfect or effectively withdraws its claim under the Dissent Right or forfeits its right to make a claim under the Dissent Right, each EGFV Share held by that EGFV Shareholder will thereupon be deemed to have been exchanged in accordance with the terms of the Arrangement as of the Effective Date.

EGFV Shareholders who wish to exercise Dissent Rights should review the dissent procedures described in Schedule "D" and seek legal advice, as failure to adhere strictly to the Dissent Right requirements will result in the loss or unavailability of any right to dissent.

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed in this Circular, the Company is not aware of any material interest, direct or indirect, of any informed person of the Company, nor is the Company aware of any material interest, direct or indirect of any proposed director of the Company, any associate or affiliate of any informed person or proposed director, or of any person who beneficially owns or controls directly or indirectly more than 10% of the issued and outstanding Common Shares of the Company, in any transaction since the commencement of the Company's last financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries. An "Informed Person" means a director or executive officer of a reporting issuer or of a person or company that is itself an informed person or subsidiary of a reporting issuer, any person or company who beneficially owns, directly or indirectly, voting securities of a reporting issuer or who exercises control or direction over voting securities of a reporting issuer or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of the reporting issuer other than voting securities held by the person or company as underwriter in the course of a distribution, and a reporting issuer that has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

ADDITIONAL INFORMATION

Additional information relating to the Company is included in the Company's audited comparative financial statements for the year ended September 30, 2020 and the prior two fiscal years, the auditor's reports and related management discussion and analysis. Copies of the Company's most current interim financial statements and related management discussion and analysis, and additional copies of this proxy circular, may be obtained from SEDAR at www.sedar.com and upon request from the Company's Secretary at the address of the Company.

OTHER MATTERS

The directors are not aware of any other matters which they anticipate will come before the Meeting as of the date of mailing of this Information Circular.

DIRECTORS' APPROVAL

The contents and the sending of the Notice of Meeting and this Circular have been approved by the Board of Directors.

Dated this 2nd day of July, 2021.

SCHEDULE “A” TO INFORMATION CIRCULAR

STATEMENT OF CORPORATE GOVERNANCE PRACTICES

Corporate governance relates to the activities of the board of directors (the “**Board**” or “**Board of Directors**”), the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day- to-day management of the EVOLUTION GLOBAL FRONTIER VENTURES Corporation (the “**Company**”). The Board is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision making.

National Policy 58-201 - *Corporate Governance Guidelines* establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. The Company will continue to review and implement corporate governance guidelines as the business of the Company progresses and becomes more active in operations. National Instrument 58-101 *Disclosure of Corporate Governance Practices* mandates disclosure of corporate governance practices in Form 58-101F2, which disclosure is set out below.

The mandate of the Board is to supervise the management of the Company and to act in the best interests of the Company. The Board acts in accordance with:

- 1) the *Business Corporations Act* (BC);
- 2) the Company's articles of incorporation and by-laws;
- 3) the Company's code of business conduct;
- 4) the charters of the Board and the Board committees; and
- 5) other applicable laws and Company policies.

The Board approves all significant decisions that affect the Company before they are implemented. The Board supervises their implementation and reviews the results.

The Board is actively involved in the Company's strategic planning process. The Board discusses and reviews all materials relating to the strategic plan with management. The Board is responsible for reviewing and approving the strategic plan. At least one Board meeting each year is devoted to discussing and considering the strategic plan, which takes into account the risks and opportunities of the business. Management must seek the Board's approval for any transaction that would have a significant impact on the strategic plan.

The Board periodically reviews the Company's business and implementation of appropriate systems to manage any associated risks, communications with investors and the financial community and the integrity of the Company's internal control and management information systems. The Board also monitors the Company's compliance with its timely disclosure obligations and reviews material disclosure documents prior to distribution. The Board periodically discusses the systems of internal control with the Company's external auditor.

The Board is responsible for choosing the President and appointing senior management and for monitoring their performance and developing descriptions of the positions for the Board, including the limits on management's responsibilities and the corporate objectives to be met by the management.

The Board approves all the Company's major communications, including annual and quarterly reports, financing documents and press releases. The Company communicates with its stakeholders through a number of channels including its web site. The Board approved the Company's communication policy that covers the accurate and timely communication of all important information. It is reviewed annually. This policy includes procedures for communicating with analysts by conference calls.

The Board, through its Audit Committee, examines the effectiveness of the Company's internal control processes and management information systems. The Board consults with the internal auditor and management of the

Company to ensure the integrity of these systems. The internal auditor submits a report to the Audit Committee each year on the quality of the Company's internal control processes and management information systems.

The Board is responsible for determining whether or not each director is an independent director. The President, Secretary and any other officer are not considered independent. None of the other directors work in the day-to-day operations of the Company, are party to any material contracts with the Company, or receive any fees from the Company except as disclosed in the Company's Management Information Circular dated February 6, 2017.

The following nominees for election as directors of the Company currently serve on the board of directors of reporting issuers (or the equivalent in a jurisdiction outside of Canada) other than the Company as listed below:

<u><i>Name of Director</i></u>	<u><i>Name of Other Reporting Issuer</i></u>
Ron Miles	None
Nelson Lau	None
Joel Scodnick	None

The Board of Directors of the Company brief all new directors with the policies of the Board of Directors, and other relevant corporate and business information.

The Board has found that the fiduciary duties placed on individual directors by the Company's governing corporate legislation and the common law and the restrictions placed by applicable corporate legislation on an individual director's participation in decisions of the Board in which the director has an interest have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Under the corporate legislation, a director is required to act honestly and in good faith with a view to the best interests of the Company and exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances, and disclose to the board the nature and extent of any interest of the director in any material contract or material transaction, whether made or proposed, if the director is a party to the contract or transaction, is a director or officer (or an individual acting in a similar capacity) of a party to the contract or transaction or has a material interest in a party to the contract or transaction. The director must then abstain from voting on the contract or transaction unless the contract or transaction (i) relates primarily to their remuneration as a director, officer, employee or agent of the Company or an affiliate of the Company, (ii) is for indemnity or insurance for the benefit of the director in connection with the Company, or (iii) is with an affiliate of the Company. If the director abstains from voting after disclosure of their interest, the directors approve the contract or transaction and the contract or transaction was reasonable and fair to the Company at the time it was entered into, the contract or transaction is not invalid and the director is not accountable to the Company for any profit realized from the contract or transaction. Otherwise, the director must have acted honestly and in good faith, the contract or transaction must have been reasonable and fair to the Company and the contract or transaction be approved by the shareholders of the Company by a special resolution after receiving full disclosure of its terms in order for the director to avoid such liability or the contract or transaction being invalid.

The Board of Directors is responsible for identifying individuals qualified to become new Board members and recommending to the Board new director nominees for the next annual meeting of shareholders.

New nominees must have a track record in general business management, special expertise in an area of strategic interest to the Company, the ability to devote the time required, shown support for the Company's mission and strategic objectives, and a willingness to serve.

The Board of Directors conducts reviews with regard to directors' compensation once a year. To make its recommendation on directors' compensation, the Board of Directors takes into account the types of compensation and the amounts paid to directors of comparable publicly traded Canadian companies and aligns the interests of Directors with the return to shareholders.

The Board of Directors monitors the adequacy of information given to directors, communication between the board and management and the strategic direction and processes of the Board and sub-committees.

AUDIT COMMITTEE

National Instrument 52-110 – *Audit Committees* (“NI 52-110”) requires the Company to disclose annually in its management information circular certain information concerning the constitution of its Audit Committee and its relationship with its independent auditor, as set forth below.

The Audit Committee's Charter

The Audit Committee's mandate and charter can be described as follows:

1. Each member of the Audit Committee shall be a member of the Board of Directors, in good standing, and the majority of the members of the audit committee shall be independent in order to serve on this committee.
2. At least **one** of the members of the Audit Committee shall be **financially literate**.
3. Review the Audit Committee's charter annually, reassess the adequacy of this charter, and recommend any proposed changes to the Board of Directors. Consider changes that are necessary as a result of new laws or regulations.
4. The Audit Committee shall meet at least four times per year, and each time the Company proposes to issue a press release with its quarterly or annual earnings information. These meetings may be combined with regularly scheduled meetings, or more frequently as circumstances may require. The Audit Committee may ask members of management or others to attend the meetings and provide pertinent information as necessary.
5. Conduct executive sessions with the outside auditors, outside counsel, and anyone else as desired by the committee.
6. The Audit Committee shall be authorized to hire outside counsel or other consultants as necessary (this may take place any time during the year).
7. Appoint the independent auditors to be engaged by the Company, establish the audit fees of the independent auditors, pre-approve any non-audit services provided by the independent auditors, including tax services, before the services are rendered. Review and evaluate the performance of the independent auditors and review the full board of directors any proposed discharge of the independent auditors.
8. Review with management the policies and procedures with respect to officers' expense accounts and perquisites, including their use of corporate assets, and consider the results of any review of these areas by the independent auditor.
9. Consider, with management, the rationale for employing audit firms rather than the principal independent auditors.
10. Review with management and the independent auditors, all significant risks or exposures facing the Company; assess the steps the Management has taken or proposes to take to minimize such risks to the Company; and periodically review compliance with such steps.
11. Review with the independent auditor, the audit scope and plan of the independent auditors. Address the coordination of the audit efforts to assure the completeness of coverage, reduction of redundant efforts, and the effective use of audit resources.
12. Inquire regarding the "quality of earnings" of the Company from a subjective as well as an objective standpoint.
13. Review with the independent accountants: (a) the adequacy of the Company's internal controls including computerized information systems controls and security; and (b) any related significant findings and recommendations of the independent auditors together with management's responses thereto.
14. Review with management and the independent auditor the effect of any regulatory and accounting initiatives, as well as off-balance-sheet structures, if any.
15. Review with management and the independent auditors, the interim annual financial report before it is filed with the regulatory authorities.
16. Review with each public accounting firm that performs an audit: (a) all critical accounting policies and practices used by the Company; and (b) all alternative treatments of financial information within generally accepted accounting principles that have been discussed with management of the Company, the ramifications of each alternative and the treatment preferred by the Company.

17. Review all material written communications between the independent auditors and management, such as any management letter or schedule of unadjusted differences.
18. Review with management and the independent auditors: (a) the Company's annual financial statements and related footnotes; (b) the independent auditors' audit of the financial statements and their report thereon; (c) the independent auditor's judgments about the quality, not just the acceptability, of the Company's accounting principles as applied in its financial reporting; (d) any significant changes required in the independent auditors' audit plan; and (e) any serious difficulties or disputes with management encountered during the audit.
19. Periodically review the Company's code of conduct to ensure that it is adequate and up-to-date.
20. Review the procedures for the receipt, retention, and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters that may be submitted by any party internal or external to the organization. Review any complaints that might have been received, current status, and resolution if one has been reached.
21. Review procedures for the confidential, anonymous submission by employees of the organization of concerns regarding questionable accounting or auditing matters. Review any submissions that have been received, the current status, and resolution if one has been reached.
22. The Audit Committee will perform such other functions as assigned by law, the Company's charter or bylaws, or the board of directors.
23. The Audit Committee will evaluate the independent auditors.

Composition of the Audit Committee

The members of the audit committee are Nelson Lau (Chair), Joel Scodnick and Ron Miles, only one of which is currently independent, and all members of which are financially literate.

A member of the audit committee is independent if the member has no direct or indirect material relationship with the Company. A material relationship means a relationship which could, in the view of the Company's Board of Directors, reasonably interfere with the exercise of a member's independent judgement.

A member of the audit committee is considered financially literate if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the Company.

External Auditor Service Fees (By Category)

The Audit Committee has reviewed the nature and amount of the non-audited services provided by to the Company to ensure auditor independence. Fees incurred with for audit and non-audit services in the last three fiscal years for audit fees are outlined in the following table.

Financial Year Ending	Audit Fees ⁽¹⁾	Audit Related Fees ⁽²⁾	Tax Fees ⁽³⁾	All Other Fees ⁽⁴⁾
September 30, 2020	\$9,375	Nil	\$625	Nil
September 30, 2019	\$2,875	Nil	\$625	Nil
September 30, 2018	\$2,875	Nil	\$625	Nil

Notes:

- (1) The aggregate fees billed by the Company's auditor for audit fees (consolidated statements).
- (2) The aggregate fees billed for assurance and related services by the Company's auditor that are reasonably related to the performance of the audit or review of the Company's financial statements and are not disclosed in the 'Audit Fees' column.
- (3) The aggregate fees billed for professional services rendered by the Company's auditor for tax compliance, tax advice and tax planning.

(4) *The aggregate fees billed for professional services other than those listed in the other three columns*

Exemption

The Company is relying upon the exemption in section 6.1 of NI 52-110 in respect of the composition of its Audit Committee and in respect of its reporting obligations under NI 52-110.

The Company does not have any other committees.

SCHEDULE “B” TO INFORMATION CIRCULAR

RESOLUTIONS FOR THE SPECIAL MEETING OF EVOLUTION GLOBAL FRONTIER VENTURES CORPORATION

Capitalized words used in this Schedule “B” and not otherwise defined shall have the meaning ascribed to such terms in the Circular.

- I. To approve the Arrangement

BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The Arrangement Agreement dated July 2, 2021 between the Company, Subco A, Subco B, Subco C, Subco D, and Subco E, attached as Schedule “B” to the Circular, is hereby approved, ratified and affirmed;
2. the Arrangement under Division 5 of Part 9 of the Act, substantially as set forth in the Plan of Arrangement attached as Schedule “A” to the Arrangement Agreement, is hereby approved and authorized;
3. notwithstanding that this special resolution has been passed by the EGFV Shareholders or that the Arrangement has received the approval of the Court, the Board may amend the Arrangement Agreement and/or decide not to proceed with the Arrangement or revoke this special resolution at any time prior to the filing of a certified copy of the court order approving the Arrangement with the Registrar without further approval of the EGFV Shareholders; and
4. any director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to this special resolution, the execution and delivery of any such document or the doing of any such other act or thing being conclusive evidence of such determination.

SCHEDULE “C” TO INFORMATION CIRCULAR

ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of the 2nd day of July, 2021

AMONG:

EVOLUTION GLOBAL FRONTIER VENTURES CORP., a corporation incorporated under the laws of the Province of British Columbia ("**EGFV**")

- and -

Subco A, a corporation to be incorporated under the laws of the Province of British Columbia ("**Subco A**")

- and -

Subco B, a corporation to be incorporated under the laws of the Province of British Columbia ("**Subco B**")

- and -

Subco C, a corporation to be incorporated under the laws of the Province of British Columbia ("**Subco C**")

- and -

Subco D, a corporation to be incorporated under the laws of the Province of British Columbia ("**Subco D**")

- and -

Subco E, a corporation to be incorporated under the laws of the Province of British Columbia ("**Subco E**")

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

WHEREAS EGFV has entered into an arrangement agreement, wherein it is contemplated that EGFV will transfer its Assets (as such term is defined in this Agreement) to its wholly-owned subsidiaries Subco A, Subco B, Subco C, Subco D and Subco E;

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

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

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

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

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

- (a) **"Agreement", "herein", "hereof", "hereto", "hereunder"** and similar expressions mean and refer to this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;
- (b) **"Applicable Laws"** means all applicable corporate laws, rules of applicable stock exchanges and applicable securities laws, including the rules, regulations, notices, instruments, blanket orders and policies of the securities regulatory authorities in Canada;
- (c) **"Arrangement"** means the arrangement pursuant to Section 288 of the BCBCA set forth in the Plan of Arrangement;
- (d) **"Arrangement Provisions"** means Part 9, Division 5 of the BCBCA;
- (e) **"Arrangement Resolution"** means the special resolution in respect to the Arrangement and other related matters to be considered at the EGFV Meeting;
- (f) **"Articles of Arrangement"** means the articles of arrangement in respect of the Arrangement required under Subsection 294(3) of the BCBCA to be sent to the Registrar after the Final Order has been granted, giving effect to the Arrangement;
- (g) **"Assets"** means the assets of EGFV to be transferred to the EGFV Subsidiaries pursuant to the Arrangement, as more particularly described in Schedule B attached hereto and forming part of this Agreement;
- (h) **"BCBCA"** means the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended, including the regulations promulgated thereunder;
- (i) **"Business Day"** means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia are not generally open for business;
- (j) **"Conversion Factor"** means the number arrived at by dividing the number of issued EGFV Shares as of the close of business on the Share Distribution Record Date by a denominator up to 285,000,000 (or up to 14,250,000 x 20) as determined by the Board at its discretion and on a case by case basis;
- (k) **"CSE"** means the Canadian Securities Exchange;
- (l) **"Court"** means the Supreme Court of British Columbia;
- (m) **"Dissenting Shareholder"** means a EGFV Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its EGFV Shares in accordance with the Plan of Arrangement;
- (n) **"Dissenting Shares"** means the EGFV Shares in respect of which Dissenting Shareholders have exercised a right of dissent;
- (o) **"Effective Date"** means either (i) the date of the Final Order or (ii) such other date as the directors of EGFV or directors of the respective Subco may determine for each separate subsidiary of the Company, which election is made when the EGFV or Subco board have done so by ordinary resolution;
- (p) **"EGFV"** means EVOLUTION GLOBAL FRONTIER VENTURES CORP. Or the "Company";
- (q) **"EGFV Class A Shares"** means the renamed and re-designated EGFV Shares as described in §3.1 of the Plan of Arrangement;

- (r) **“EGFV Class A Preferred Shares”** means the Class “A” preferred shares without par value which EGFV will create and issue pursuant to §3.1 of the Plan of Arrangement;
- (s) **"EGFV Shares"** means the common shares without par value in the authorized share capital of EGFV, as constituted on the date of this Agreement;
- (t) **"EGFV Shareholders"** means the holders from time to time of EGFV Shares;
- (u) **“EGFV Subsidiaries”** means Subco A, Subco B, Subco C, Subco D and Subco E;
- (v) **"Final Order"** means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (w) **"GAAP"** means generally accepted accounting principles in effect in Canada at the relevant time, including the accounting recommendations in the Handbook of the Canadian Institute of Chartered Accountants, including as applicable, International Financial Reporting Standards;
- (x) **"New Shares"** means the new class of common shares without par value which EGFV will create pursuant to §3.1 of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the EGFV Shares;
- (y) **"Parties"** means EGFV, Subco A, Subco B, Subco C, Subco D, and Subco E; and **"Party"** means any one of them;
- (z) **"Person"** means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (aa) **"Plan of Arrangement"** means the plan of arrangement substantially in the form set out in **Schedule A** to this Agreement, as amended or supplemented from time to time in accordance with Article 6 thereof and Article 7 hereof;
- (ab) **"Registrar"** means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (ac) **"Registered Shareholder"** means a registered holder of EGFV Shares as recorded in the shareholder register of EGFV maintained by Endeavor Trust;
- (ad) **“Endeavor”** means Endeavor Trust Corporation, the transfer agent for the Company;
- (ae) **“Share Distribution Record Date”** means the close of business on the Record Date for Holders of Record to vote at this shareholders meeting or such other date as agreed to by the Parties, which date(s) establishes the EGFV Shareholders who will be entitled to receive any of the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares and Subco E Shares pursuant to this Plan of Arrangement. The date may be different for the various different subsidiaries;
- (af) **“Subco A”** means Subco A, a private company to be incorporated under the BCBCA;

- (ai) **"Subco A Shareholder"** means a holder of Subco A Shares;
- (aj) **"Subco A Shares"** means the common shares without par value in the authorized share structure of Subco A, as constituted or deemed constituted on the effective date of this Agreement;
- (ak) **"Subco B"** means Subco B, a private company to be incorporated under the BCBCA;
- (al) **"Subco B Shareholder"** means a holder of Subco B Shares;
- (am) **"Subco B Shares"** means the common shares without par value in the authorized share structure of Subco B, as constituted or deemed constituted on the effective date of this Agreement;
- (an) **"Subco C"** means Subco C, a private company to be incorporated under the BCBCA;
- (ao) **"Subco C Shareholder"** means a holder of Subco C Shares;
- (ap) **"Subco C Shares"** means the common shares without par value in the authorized share structure of Subco C, as constituted or deemed constituted on the effective date of this Agreement;
- (aq) **"Subco D"** means Subco D, a private company incorporated under the BCBCA;
- (ar) **"Subco D Shareholder"** means a holder of Subco D Shares;
- (as) **"Subco D Shares"** means the common shares without par value in the authorized share structure of Subco D, as constituted or deemed constituted on the date of this Agreement;
- (at) **"Subco E"** means Subco E, a private company incorporated under the BCBCA;
- (au) **"Subco E Shareholder"** means a holder of Subco E Shares;
- (av) **"Subco E Shares"** means the common shares without par value in the authorized share structure of Subco E, as constituted or deemed constituted on the date of this Agreement; and
- (aw) **"Tax Act"** means the *Income Tax Act* (Canada) and the regulations thereunder, all as amended from time to time.

1.2 Interpretation Not Affected by Headings, etc.

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

1.3 Number, etc.

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

1.4 Date for Any Action

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

1.5 Entire Agreement

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

1.6 Currency

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

1.7 Accounting Matters

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

1.8 References to Legislation

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

1.9 Enforceability

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

1.10 Schedules

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

- A – Plan of Arrangement
- B – Assets

ARTICLE 2 THE ARRANGEMENT

2.1 Plan of Arrangement

The Parties will forthwith jointly file, proceed with and diligently prosecute an application for a Final Order approving the Arrangement as contemplated herein. Upon issuance of the Final Order and subject to the conditions precedent in Article 5, EGFV shall forthwith proceed to file the Articles of Arrangement, the Final Order and such other documents as may be required to give effect to the Arrangement with the Registrar pursuant to the Arrangement Provisions, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out therein without any act or formality.

2.2 Effective Date(s)

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

ARTICLE 3 COVENANTS

3.1 Covenants Regarding the Arrangement

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

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

3.2 Covenants Regarding Execution of Documents

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

3.3 Giving Effect to the Arrangement

The Arrangement shall be effected in the following manner:

- (a) The Subco A Shareholder(s) Subco B Shareholder(s), Subco C Shareholder(s), Subco D Shareholder(s) and Subco E Shareholder(s) shall approve the Arrangement by a consent resolution;
- (b) EGFV Shareholders shall approve the Arrangement by a consent resolution and EGFV shall thereafter take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order; and
- (c) Upon receipt of the Final Order, EGFV shall, subject to compliance with any of the other conditions provided for in this Article 3.3 hereof and to the rights of termination contained in Article 7 hereof, file the material described in §5.1 with the Registrar in accordance with the terms of the Plan of Arrangement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties

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

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

ARTICLE 5

CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

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

- (a) the Arrangement Resolution shall have been passed by the EGFV Shareholders in accordance with the Arrangement Provisions, the constating documents of EGFV, and the requirements of any applicable regulatory authorities;
- (b) the Arrangement and this Agreement, with or without amendment, shall have been approved by the Subco A Shareholder(s), the Subco B Shareholder(s), Subco C Shareholder(s), the Subco D Shareholder(s), and the Subco E Shareholder(s) to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of each of Subco A, Subco B, Subco C, Subco D and Subco E.
- (c) the Final Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably;
- (d) the Articles of Arrangement to be filed with the Registrar in accordance with the Arrangement shall be in form and substance satisfactory to the Parties, acting reasonably;
- (e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to the Parties;
- (f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
- (g) this Agreement shall not have been terminated under Article 7.

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

5.2 Closing

Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at the office of EGFV's BC legal counsel, located at 5728 East Boulevard, Vancouver, British Columbia, July 30, 2021 at 10:00 a.m. (Vancouver time) on such date as they may mutually agree (the "Closing Date"), and each of them shall deliver to the other of them:

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

5.3 Merger of Conditions

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

5.4 Merger of Representations and Warranties

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

ARTICLE 6 AMENDMENT

6.1 Amendment

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

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

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

ARTICLE 7 TERMINATION

7.1 Termination

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

7.2 Cessation of Right

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

ARTICLE 8 NOTICES

8.1 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by registered mail, in each case to the attention of the senior officer at the following addresses or at such other address as shall be specified by a Party by like notice:

EVOLUTION GLOBAL FRONTIER VENTURES CORP., addressed to:
5728 East Boulevard, Vancouver, British Columbia, V6M 4M4
Attention: c/o Gary Lo, Barrister and Solicitor

Subco A, addressed to:
5728 East Boulevard, Vancouver, British Columbia, V6M 4M4
Attention: c/o Gary Lo, Barrister and Solicitor

Subco B, addressed to:
5728 East Boulevard, Vancouver, British Columbia, V6M 4M4
Attention: c/o Gary Lo, Barrister and Solicitor

Subco C, addressed to:
5728 East Boulevard, Vancouver, British Columbia, V6M 4M4
Attention: c/o Gary Lo, Barrister and Solicitor

Subco D, addressed to:
5728 East Boulevard, Vancouver, British Columbia, V6M 4M4
Attention: c/o Gary Lo, Barrister and Solicitor

Subco E, addressed to:
5728 East Boulevard, Vancouver, British Columbia, V6M 4M4
Attention: c/o Gary Lo, Barrister and Solicitor

or such other address as the Parties may, from time to time, advise to the other Parties hereto by notice in writing. Any notice that is delivered to such address shall be deemed to be delivered on the date of delivery if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. or on a non-Business Day. Any notice delivered by facsimile transmission shall be deemed to be delivered on the date of transmission if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. or on a non-Business Day.

ARTICLE 9 GENERAL

9.1 Assignment and Enurement

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

9.2 Disclosure

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

9.3 Costs

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

9.4 Severability

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

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

9.5 Further Assurances

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

9.6 Time of Essence

Time shall be of the essence of this Agreement.

9.7 Governing Law

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

9.8 Waiver

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

9.9 Counterparts

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

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

EVOLUTION GLOBAL FRONTIER VENTURES CORP.

By: /s/ Ron Miles

SUBCO A

By: /s/ Ron Miles

SUBCO B

By: /s/ Ron Miles

SUBCO C

By: /s/ Ron Miles

SUBCO D

By: /s/ Ron Miles

SUBCO E

By: /s/ Ron Miles

SCHEDULE "A" TO THE ARRANGEMENT AGREEMENT
PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9
OF THE
***BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

S.B.C. 2002, c. 57

ARTICLE 1
INTERPRETATION

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

"Arrangement", "herein", "hereof", "hereto", "hereunder" and similar expressions mean and refer to the proposed arrangement involving EGFV Shareholders, the Subco A Shareholders, the Subco B Shareholders, the Subco C Shareholders, the Subco D Shareholders and the Subco E Shareholders pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"Arrangement Agreement" means the arrangement agreement dated effective July 2, 2021, between the Parties with respect to the Arrangement, and all amendments thereto;

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

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

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

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

"Conversion Factor" means the number arrived at by dividing the number of issued EGFV Shares as of the close of business on the Share Distribution Record Date by a denominator up to 285,000,000 (or up to 14,250,000 x 20) as determined by the Board at its discretion and on a case by case basis;

"CSE" means the Canadian Securities Exchange;

"Court" means the Supreme Court of British Columbia;

"Depositary" means Endeavor Trust Corporation;

"Distributed Subco A Shares" means the Subco A Shares that are to be distributed to the EGFV Shareholders pursuant to §3.1;

"Distributed Subco B Shares" means the Subco B Shares that are to be distributed to the EGFV Shareholders pursuant to §3.1;

"Distributed Subco C Shares" means the Subco C Shares that are to be distributed to the EGFV Shareholders pursuant to §3.1;

"Distributed Subco D Shares" means the Subco D Shares that are to be distributed to the EGFV Shareholders pursuant to §3.1;

"Distributed Subco E Shares" means the Subco E Shares that are to be distributed to the EGFV Shareholders pursuant to §3.1;

"Effective Date" means either (i) the date of the Final Order or (ii) such other date as the directors of EGFV or the respective Subco may determine for each separate subsidiary of the Company, which election is made when the EGFV or respective Subco board have done so by resolution;

"EGFV" means EVOLUTION GLOBAL FRONTIER VENTURES CORP., a company existing under the BCBCA;

"EGFV Class A Shares" means the renamed and re-designated EGFV Shares, as described in §3.1 of this 2017 Plan of Arrangement;

"EGFV Class A Preferred Shares" means the Class "A" preferred shares without par value which EGFV will create and issue pursuant to §3.1 of this 2017 Plan of Arrangement;

"EGFV Meeting" means the special meeting of EGFV Shareholders or the Annual General and Special Meeting ("AGSM") to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;

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

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

"Holders of Record" means persons being on record holding shares in EGFV entitled to vote at this meeting;

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

"Parties" means, collectively, EGFV, Subco A, Subco B, Subco C, Subco D, and Subco E, and **"Party"** means any one of them;

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

"Record Date" means June 14, 2021, which is the date that holders on record as shareholders holding shares of EGFV that are entitled to vote at this meeting.

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

"Share Distribution Record Date" means the close of business on the Record Date for Holders of Record to vote at this shareholders meeting or such other date as agreed to by the Parties, which date(s) establishes the EGFV Shareholders who will be entitled to receive any of the Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares and Subco E Shares pursuant to this Plan of Arrangement. The date may be different for the various different subsidiaries;

“**Subco A**” means Subco A, a private company to be incorporated under the BCBCA;

"**Subco A Shareholder**" means a holder of Subco A Shares;

"**Subco A Shares**" means the common shares without par value in the authorized share structure of Subco A, as constituted or deemed constituted on the effective date of this Agreement;

“**Subco B**” means Subco B, a private company to be incorporated under the BCBCA;

"**Subco B Shareholder**" means a holder of Subco B Shares;

"**Subco B Shares**" means the common shares without par value in the authorized share structure of Subco B, as constituted or deemed constituted on the effective date of this Agreement;

“**Subco C**” means Subco C, a private company to be incorporated under the BCBCA;

"**Subco C Shareholder**" means a holder of Subco C Shares;

"**Subco C Shares**" means the common shares without par value in the authorized share structure of Subco C, as constituted or deemed constituted on the effective date of this Agreement;

“**Subco D**” means Subco D, a private company to be incorporated under the BCBCA;

"**Subco D Shareholder**" means a holder of Subco D Shares;

"**Subco D Shares**" means the common shares without par value in the authorized share structure of Subco D, as constituted or deemed constituted on the date of this Agreement;

“**Subco E**” means Subco E, a private company to be incorporated under the BCBCA;

"**Subco E Shareholder**" means a holder of Subco E Shares;

"**Subco E Shares**" means the common shares without par value in the authorized share structure of Subco E, as constituted or deemed constituted on the date of this Agreement;

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

“**Transfer Agent**” means Endeavor Trust Corporation at its principal office in Vancouver, BC.

- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.

- 1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

ARTICLE 2 ARRANGEMENT AGREEMENT

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

ARTICLE 3 ARRANGEMENT

- 3.1 On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of the Parties, but subject to the provisions of Article 6:
- (a) EGFV will transfer the Assets to each of Subco A, Subco B, Subco C, Subco D, and Subco E in consideration for 14,250,000 shares multiplied by a Conversion Factor, that may be unique for each respective subsidiary company, in addition to receiving up to one hundred (100) additional bonus shares for each shareholder from each of Subco A, Subco B, Subco C, Subco D, and Subco E (the “**Distributed Subco A Shares**”, the “**Distributed Subco B Shares**”, the “**Distributed Subco C Shares**” the “**Distributed Subco D Shares**”, and the “**Distributed Subco E Shares**”), such Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares, and Distributed Subco E Shares so that EGFV shall receive from each of Subco A, Subco B, Subco C, Subco D, and Subco E, in consideration for the Assets, the number of shares equal to the issued and outstanding EGFV Shares as of the effective Share Distribution Record Date. Thereafter, EGFV will be added to the central securities register of each of Subco A, Subco B, Subco C, Subco D, and Subco E, in respect of such Subco A Shares, Subco B Shares, Subco C Shares, Subco D, and Subco E Shares;
 - (b) The authorized share capital of EGFV will be changed by:
 - (i) Altering the identifying name of the EGFV Shares to class “A” common shares without par value, being the EGFV Class A Shares;
 - (ii) Creating a class consisting of an unlimited number of common shares without par value (the “**New Shares**”); and
 - (iii) Creating a class consisting of an unlimited number of class “A” preferred shares without par value, having the rights and restrictions described in Schedule “A” to the July 2, 2021 Plan of Arrangement, being the EGFV Class A Preferred Shares;

- (c) Each issued EGFV Class A Share will be exchanged for one New Share and one EGFV Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the EGFV Class A Shares will be removed from the central securities register of EGFV and will be added to the central securities register as the holders of the number of New Shares and EGFV Class A Preferred Shares that they have received on the exchange;
- (d) All of the issued EGFV Class A Shares will be cancelled with the appropriate entries being made in the central securities register of EGFV and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the EGFV Class A Shares immediately prior to the Effective Date(s) will be allocated between the New Shares and the EGFV Class A Preferred Shares so that the aggregate paid up capital of the EGFV Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares, and Distributed Subco E Shares as of the respective Effective Date(s), and each EGFV Class A Preferred Share so issued will be issued by EGFV at an issue price equal to the aggregate fair market value of the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares, and Distributed Subco E Shares as of the Effective Date(s) divided by the number of issued EGFV Class A Preferred Shares, such aggregate fair market value of the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares to be determined as at the Effective Date(s) by resolution of the board of directors of EGFV and, or of the board of the respective Subco;
- (e) EGFV will redeem the issued EGFV Class A Preferred Shares for consideration consisting solely of the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares such that each holder of EGFV Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares and Subco E Shares that is equal to the number of EGFV Class A Preferred Shares held by such holder;
- (f) The name of each holder of EGFV Class A Preferred Shares will be removed as such from the central securities register of EGFV, and all of the issued EGFV Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of EGFV;
- (g) The Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares transferred to the holders of the EGFV Class A Preferred Shares pursuant to step §(e) above will be registered as directed by the former holders of the EGFV Class A Preferred shares or in the names of the former holders of EGFV Class A Preferred Shares and appropriate entries will be made in the central securities registers of each of Subco A, Subco B, Subco C, Subco D and Subco E;
- (h) The EGFV Class A Shares and the EGFV Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of EGFV will be changed by eliminating the EGFV Class A Shares and the EGFV Class A Preferred Shares therefrom;
- (i) The Notice of Articles and Articles of EGFV will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement;
- (j) The Incorporator Share(s), held by either the Company or a director of the Company or director of the respective Subco(s), for the benefit of the shareholders of the respective Subco(s) none of

which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of the respective Subco will be changed by eliminating the Incorporator Share(s) therefrom and is fundamental to causing the Effective Date for the Subco(s);

- 3.2 Notwithstanding §3.1(e) and §3.1(j), no fractional Subco A Shares, Subco B Shares, Subco C Shares, Subco D or Subco E Shares shall be distributed to the EGFV Shareholders, as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Distributed Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D and Distributed Subco E Shares and Distributed EGFV Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of EGFV in its absolute discretion.
- 3.3 The holders of the EGFV Class A Shares and the holders of New Shares and EGFV Class A Preferred Shares referred to in §3.1(c), and the holders of the EGFV Class A Preferred Shares referred to in §3.1(e), §3.1(f) and §3.1(g), shall mean in all cases those persons who are EGFV Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.
- 3.4 All New Shares, EGFV Class A Preferred Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares or Subco E Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCBCA.
- 3.5 The Arrangement shall become final and conclusively binding on the EGFV Shareholders, the Subco A Shareholders, the Subco B Shareholders, the Subco C Shareholders, the Subco D Shareholders, the Subco E Shareholders and the Parties on the Effective Date.
- 3.6 Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of the Parties shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.
- 3.7 Notwithstanding section 3.1(a) of Article 3 of the Plan of Arrangement, EGFV will transfer the Assets to each of Subco A, Subco B, Subco C, Subco D and Subco E on separate dates and times for each of these subsidiaries when the EGFV and or Subco Board determines the Effective Date for each subsidiary and in conjunction with any terms or conditions of the respective LOIs and respective share issuances or transfers to acquire the Assets for each Subco. The exchange of securities contemplated under Article 3 of the Plan of Arrangement shall occur separately for each of Subco A, Subco B, Subco C, Subco D and Subco E as determined on the Effective Date related to each of Subco A, Subco B, Subco C, Subco D and Subco E.

ARTICLE 4 CERTIFICATES

- 4.1 Recognizing that the EGFV Shares shall be redeemed and re-designated as EGFV Class A Shares pursuant to §3.1(b)(i) and that the EGFV Class A Shares shall be exchanged partially for New

Shares pursuant to §3.1(c), EGFV shall not issue replacement share certificates representing the EGFV Class A Shares.

- 4.2 Recognizing that Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares shall be transferred to the EGFV Shareholders as consideration for the redemption of the EGFV Class A Preferred Shares pursuant to §3.1(e), each of Subco A, Subco B, Subco C, Subco D and Subco E shall issue one share certificate per Subco representing all of the respective Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares registered in the name of EGFV, which share certificate shall be held by the Depositary until the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares are transferred to the EGFV Shareholders and such certificate shall then be cancelled by the Depositary. To facilitate the transfer of the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares to the EGFV Shareholders as of the Share Distribution Record Date, EGFV and/or the respective Subco shall execute and deliver to the Depositary and the Transfer Agent an irrevocable power of attorney, authorizing them to distribute and transfer the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares Distributed Subco D Shares and Distributed Subco E Shares to such EGFV Shareholders in accordance with the terms of this Plan of Arrangement and each board of Subco A, Subco B, Subco C, Subco D and Subco E shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it. In addition upon submitting the treasury order the Subco board is the provide a covenant or instruction for the cancellation of the incorporator share(s) as part of the share exchanges and cancellations.
- 4.3 Recognizing that all of the EGFV Class A Preferred Shares issued to the EGFV Shareholders pursuant to §3.1(c) will be redeemed by EGFV as consideration for the distribution and transfer of the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares, under §3.1(e), EGFV shall issue one share certificate representing all of the EGFV Class A Preferred Shares issued pursuant to §3.1(e) in the name of the Depositary, to be held by the Depositary for the benefit of the EGFV Shareholders until such EGFV Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.
- 4.4 As soon as practicable after the determined Effective Date, each of Subco A, Subco B, Subco C, Subco D and Subco E shall cause to be issued to the registered holders of EGFV Shares as of the Share Distribution Record Date, share certificates representing the respective Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares or Subco E Shares, to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates to be delivered to such registered holders.
- 4.5 From and after the Effective Date, share certificates representing EGFV Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.
- 4.6 EGFV Shares traded, if any, after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares, and shall not carry any right to receive a portion of the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares, .

**ARTICLE 5
DISSENTING SHAREHOLDERS**

- 5.1 Notwithstanding §3.1 hereof, holders of EGFV Shares may exercise rights of dissent (the “**Dissent Right**”) in connection with the Arrangement and in the manner set forth in sections 237– 247 of the BCBCA (collectively, the “**Dissent Procedures**”).
- 5.2 EGFV Shareholders who duly exercise Dissent Rights with respect to their EGFV Shares (“**Dissenting Shares**”) and who:
- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to EGFV for cancellation immediately before the Effective Date; or
 - (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting EGFV Shareholder and shall receive New Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares or Subco E Shares on the same basis as every other non-dissenting EGFV Shareholder, and in no case shall EGFV be required to recognize such person as holding EGFV Shares on or after the Effective Date.
- 5.3 If an EGFV Shareholder exercises the Dissent Right EGFV shall on the Effective Date set aside and not distribute that portion of the Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares that is attributable to the EGFV Shares for which the Dissent Right has been exercised. If the dissenting EGFV Shareholder is ultimately not entitled to be paid for their Dissenting Shares, EGFV shall distribute to such EGFV Shareholder his, her or its pro-rata portion of the respective Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares. If an EGFV Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then EGFV shall retain the portion of Distributed Subco A Shares, Distributed Subco B Shares, Distributed Subco C Shares, Distributed Subco D Shares and Distributed Subco E Shares attributable to such EGFV Shareholder (collectively, the “**Non-Distributed Shares**”), and the Non-Distributed Shares shall be dealt with as determined by the board of directors of EGFV in its absolute discretion.

**ARTICLE 6
AMENDMENTS**

- 6.1 The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:
- (i) set out in writing;
 - (ii) filed with the Court and, if made following the EGFV Meeting, approved by the Court; and
 - (iii) communicated to holders of EGFV Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares or Subco E Shares, as the case may be, if and as required by the Court.

- 6.2 EGFV, with the consent of the other parties, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the EGFV Meeting and prior to the Effective Date with the approval of the Court.
- 6.3 Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any of the Parties or any former holder of EGFV Shares, Subco A Shares, Subco B Shares, Subco C Shares, Subco D Shares, or Subco E Shares, as the case may be.

ARTICLE 7
REFERENCE DATE

- 7.1 This plan of arrangement is dated for reference the 2nd day of July, 2021.

SCHEDULE "A" TO THE PLAN OF ARRANGEMENT

SPECIAL RIGHTS AND RESTRICTIONS FOR CLASS A PREFERRED SHARES

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

Definitions

- (1) In these Special Rights and Restrictions,
 - (a) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,
 - (b) "**Arrangement Agreement**" means the Arrangement Agreement dated as of July 2, 2021 between EVOLUTION GLOBAL FRONTIER VENTURES CORP. (the "**Company**"), Subco A, Subco B, Subco C, Subco D and Subco E,
 - (c) "**Old Common Shares**" means the common shares in the authorized share structure of the Company that have been re-designated as class A common shares without par value pursuant to the Plan of Arrangement,
 - (d) "**Effective Date**" means the date upon which the Arrangement becomes effective,
 - (e) "**New Shares**" means the common shares without par value created in the authorized share structure of the Company pursuant to the Plan of Arrangement, and
 - (f) "**Plan of Arrangement**" means the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement.
- (2) The holders of the class A preferred shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.
- (3) Class A preferred shares shall only be issued on the exchange of Old Common Shares for New Shares and class A preferred shares pursuant to and in accordance with the Plan of Arrangement.
- (4) The capital to be allocated to the class A preferred shares shall be the amount determined in accordance with §3.1(d) of the Plan of Arrangement.
- (5) The class A preferred shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.
- (6) Any class A preferred share that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.

SCHEDULE “B”

EGFV ASSETS TO BE TRANSFERRED TO SUBCO A

The LOI with Evergreen Acquisitions Inc. Dated April 30, 2021 held by EVOLUTION GLOBAL FRONTIER VENTURES CORP. and \$1,000 cash.

EGFV ASSETS TO BE TRANSFERRED TO SUBCO B

The WUD Property Option Agreement dated April 30, 2021 held by EVOLUTION GLOBAL FRONTIER VENTURES CORP. and \$1,000 cash.

EGFV ASSETS TO BE TRANSFERRED TO SUBCO C

The LOI with STVC to relates to the Venture Capital business of STVC dated June 3, 2021 held by EVOLUTION GLOBAL FRONTIER VENTURES CORP. and \$1,000 cash.

EGFV ASSETS TO BE TRANSFERRED TO SUBCO D

The Sylvest Property Option Agreement from the LOI with STVC dated June 3, 2021 held by EVOLUTION GLOBAL FRONTIER VENTURES CORP. and \$1,000 cash.

EGFV ASSETS TO BE TRANSFERRED TO SUBCO E

The UK Technology Company LOI Agreement from the LOI with STVC dated June 3, 2021 held by EVOLUTION GLOBAL FRONTIER VENTURES CORP. and \$1,000 cash.

SCHEDULE “D” TO THE INFORMATION CIRCULAR

DISSENT PROCEDURES

Pursuant to the Arrangement, Shareholders have the right to dissent to the Arrangement. Such right of dissent is described in the Circular. See “Rights of Dissent” for details of the right to dissent and the procedure for compliance with the right of dissent. The full text of Sections 237 to 247 of the BCA is set forth below.

SECTIONS 237 TO 247 OF THE BUSINESS CORPORATIONS ACT (BRITISH

COLUMBIA) Definitions and application

237 (1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"payout value" means,

- (a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,
- (b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or
- (c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

- (a) the court orders otherwise, or
- (b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

- (a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;
- (b) under section 272, in respect of a resolution to adopt an amalgamation agreement;
- (c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;
- (d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;
- (e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;
- (f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;
- (g) in respect of any other resolution, if dissent is authorized by the resolution; (h)

in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

- (a) prepare a separate notice of dissent under section 242 for
 - (i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

- (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,
- (b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and
- (c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.
- (3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must
 - (a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and
 - (b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

- (2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must
 - (a) provide to the company a separate waiver for
 - (i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and
 - (ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and
 - (b) identify in each waiver the person on whose behalf the waiver is made.
 - (3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to
 - (a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and
 - (b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.
 - (4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

- (a) a copy of the proposed resolution, and
- (b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.
- (2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,
 - (a) a copy of the proposed resolution, and

- (b) a statement advising of the right to send a notice of dissent.
- (3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,
 - (a) a copy of the resolution,
 - (b) a statement advising of the right to send a notice of dissent, and
 - (c) if the resolution has passed, notification of that fact and the date on which it was passed.
- (4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

- (a) a copy of the entered order, and
- (b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section

238 (1) (a), (b), (c), (d), (e) or (f) must,

- (a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,
- (b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or
- (c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of
 - (i) the date on which the shareholder learns that the resolution was passed, and
 - (ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section

238 (1) (g) must send written notice of dissent to the company

- (a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or
- (b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

- (a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or
- (b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

- (a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;
- (b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and
 - (i) the names of the registered owners of those other shares,

- (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;
- (c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and
- (i) the name and address of the beneficial owner, and
 - (ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.
- (5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

- 243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,
- (a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of
 - (i) the date on which the company forms the intention to proceed, and
 - (ii) the date on which the notice of dissent was received, or
 - (b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.
- (2) A notice sent under subsection (1) (a) or (b) of this section must
- (a) be dated not earlier than the date on which the notice is sent,
 - (b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and
 - (c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

- 244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,
- (a) a written statement that the dissenter requires the company to purchase all of the notice shares,
 - (b) the certificates, if any, representing the notice shares, and
 - (c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.
- (2) The written statement referred to in subsection (1) (c) must
- (a) be signed by the beneficial owner on whose behalf dissent is being exercised, and
 - (b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out
 - (i) the names of the registered owners of those other shares,
 - (ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and
 - (iii) that dissent is being exercised in respect of all of those other shares. (3)

After the dissenter has complied with subsection (1),

- (a) the dissenter is deemed to have sold to the company the notice shares, and

- (b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.
- (4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.
- (5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.
- (6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

- (a) promptly pay that amount to the dissenter, or
- (b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may
 - (a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,
 - (b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and
 - (c) make consequential orders and give directions it considers appropriate.
- (3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must
 - (a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or
 - (b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.
- (4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),
 - (a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or
 - (b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.
- (5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that
 - (a) the company is insolvent, or
 - (b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

- (a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;
- (b) the resolution in respect of which the notice of dissent was sent does not pass;
- (c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;
- (d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;
- (e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;
- (f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;
- (g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;
- (h) the notice of dissent is withdrawn with the written consent of the company;
- (i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

- (a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,
- (b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and
- (c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.