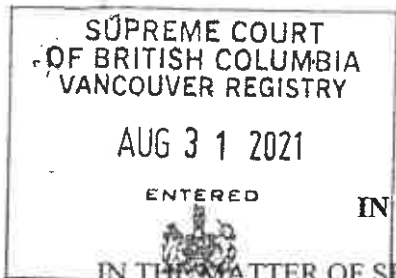


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REGISTRY



Form 35 (Rules 8-4 (1), 13-1 (3) and 17-1 (2))

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTIONS 288 to 299 of the *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, C. 57, as AMENDED

- AND -

IN THE MATTER OF THE PROPOSED ARRANGEMENT AMONG EVOLUTION GLOBAL FRONTIER VENTURES CORP., 1315611 B.C. LTD., 1315617 B.C. LTD., 1315622 B.C. LTD., AND 1315640 B.C. LTD. (collectively, the "Companies") and THE SHAREHOLDERS OF EVOLUTION GLOBAL FRONTIER VENTURES CORP.

EVOLUTION GLOBAL FRONTIER VENTURES CORP.

PETITIONER

FINAL ORDER MADE AFTER APPLICATION

)	THE HONOURABLE JUSTICE)
BEFORE	{	MAYER	{
))
			AUGUST 3, 2021

ON THE APPLICATION of the Petitioner, Evolution Global Frontier Ventures Corp., for a final order pursuant to section 291 of the B.C. *Business Corporations Act*, S.B.C. 2002, c. 57 (the "*BCBCA*"), coming on for hearing on July 27, 2021, and on hearing Gary Lo, counsel for the Petitioner, at 800 Smithe Street, Vancouver, British Columbia and on no one appearing on behalf of any other person affected; and upon reading the Petition filed on July 23, 2021, the Affidavit of Ron Miles on July 23, 2021, and other materials and pleadings filed herein;

AND UPON considering the fairness to the parties affected thereby of the terms and conditions of the Arrangement (the "Arrangement") and of the transactions contemplated by the Arrangement;

AND UPON being advised that it is the intention of the Petitioner to rely on Section 3(a)(10) of the *United States Securities Act* of 1933 and that the declaration of the fairness of, and the approval of, the arrangement contemplated in the Arrangement by this Honourable Court will serve as the basis for an exemption from the registration requirements of the *United States Securities Act of 1933*, as amended, pursuant to section 3(a)(10) thereof, for the issuance of securities contemplated in connection with the Arrangement;

THE COURT DECLARES THAT:

1. Pursuant to the provisions of Section 291(4) of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended, that the Arrangement, including the terms and conditions thereof and the issuances and exchange of securities contemplated herein, is fair and reasonable to the shareholders of the Petitioner;


THE COURT ORDERS THAT:

2. The Arrangement, as described in the Arrangement annexed to this Final Order Made After Application as Schedule "A", be and hereby is approved pursuant to the provisions of Section 291(4)(a) of the *Business Corporations Act*, S.B.C. 2002, c. 57, as amended;
3. Upon implementation of the Arrangement, the Arrangement shall be binding upon the Petitioner, the shareholders and their respective successors and assigns, in accordance with its terms; and
4. The Petitioner shall be entitled to any time to seek leave to amend or vary this Final Order, to seek the advice and direction of this Honourable Court as to the implementation of this Final Order or to apply for such further order or orders as may be appropriate.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Gary K. Lo, Counsel for the Petitioner,
Evolution Global Frontier Ventures Corp.

By the Court.

Registrar

CHECKED
NR

SCHEDULE "A" to Final Order
THE ARRANGEMENT

attached

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 -

EVERGREEN ACQUISITIONS CORP., a corporation incorporated under the laws of the Province of British Columbia ("Subco A" or "EVERGREEN")

- and -

1315611 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("Subco B" or "1315611")

- and -

1315617 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("Subco C" or "1315617")

- and -

1315622 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("Subco D" or "1315622")

- and -

1315640 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("Subco E" or "1315640")

(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;
- (bb) **"Registrar"** means the Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;
- (cc) **"Registered Shareholder"** means a registered holder of EGFV Shares as recorded in the shareholder register of EGFV maintained by Endeavor Trust;
- (dd) **"Endeavor"** means Endeavor Trust Corporation, the transfer agent for the Company;
- (ee) **"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;
- (ff) **"Subco A"** means EVERGREEN ACQUISITIONS CORP., a private company incorporated under the BCBCA;

- (ii) "**Subco A Shareholder**" means a holder of Subco A Shares;
- (jj) "**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;
- (kk) "**Subco B**" means 1315611 B.C. LTD., a private company incorporated under the BCBCA;
- (ll) "**Subco B Shareholder**" means a holder of Subco B Shares;
- (mm) "**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;
- (nn) "**Subco C**" means 1315617 B.C. LTD., a private company incorporated under the BCBCA;
- (oo) "**Subco C Shareholder**" means a holder of Subco C Shares;
- (pp) "**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;
- (qq) "**Subco D**" means 1315622 B.C. LTD., a private company incorporated under the BCBCA;
- (rr) "**Subco D Shareholder**" means a holder of Subco D Shares;
- (ss) "**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;
- (tt) "**Subco E**" means 1315640 B.C. LTD., a private company incorporated under the BCBCA;
- (uu) "**Subco E Shareholder**" means a holder of Subco E Shares;
- (vv) "**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
- (ww) "**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 constituting 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 constituting 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 constituting 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

EVERGREEN ACQUISITIONS CORP.
("SUBCO A")

By: /s/ Ron Miles

1315611 B.C. LTD. ("SUBCO B")

By: /s/ Ron Miles

1315622 B.C. LTD. ("SUBCO D")

By: /s/ Ron Miles

1315617 B.C. LTD. ("SUBCO C")

By: /s/ Ron Miles

1315640 B.C. LTD. ("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;

"**Depository**" 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;

"EVOLUTION" means EGFV or EVOLUTION GLOBAL FRONTIER VENTURES CORP.

"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 Evergreen Acquisitions Corp., a private company 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 1315611 B.C. LTD., 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 1315617 B.C. LTD., a private company 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 1315622 B.C. LTD., a private company 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 1315640 B.C. LTD., a private company 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 Depository 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 Depository. 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 Depository 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 Depository, to be held by the Depository 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., any other assets or preferred shares having any claim or related to the Venture Capital business, 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. any other assets or preferred shares having any claim or related to the Sylvest Property business opportunity, 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. any other assets or preferred shares having any claim or related to the UK Technology Company business opportunity, 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.