AMALGAMATION AGREEMENT

THIS AGREEMENT is made effective as of the 27th day of June, 2024.

AMONG:

PROMINO NUTRITIONAL SCIENCES INC., a company incorporated under the laws of the Province of British Columbia and having an office at 4145 North Service Road, 2nd Floor, Burlington, Ontario, L7L 6A3

(the "**Issuer**")

AND:

1473935 B.C. LTD., a company incorporated under the laws of British Columbia and having a registered and records office at 550 Burrard Street, Suite 2501, Vancouver, British Columbia, V6C 2B5

("**Subco**")

AND:

HELIOS HELIUM CORP., a company incorporated under the laws of the Province of BC and having an office at 301 – 850 West Hastings Street, Vancouver BC V6C3J1

("**Helios**")

WHEREAS:

A. The Issuer is a reporting issuer in all of the provinces and territories of Canada whose common shares are listed on the Exchange;

B. Subco is a wholly owned subsidiary of the Issuer;

C. As a precursor to entering into this Agreement, Helios and the Issuer have entered into the Bridge Loan Agreement, pursuant to which Helios has advanced the Bridge Loan to the Issuer pursuant to the terms of the Bridge Loan Agreement;

D. Prior to completion of the Amalgamation, Helios will complete the Spin-Out;

E. The parties hereto intend to carry out the proposed Transactions pursuant to which the Issuer will acquire all of the issued and outstanding shares of Helios by means of a three-cornered amalgamation of Helios and Subco under the provisions of the BCBCA and related transaction steps, on the terms and subject to the conditions set forth herein;

F. Upon the completion of the Amalgamation, Helios and Subco shall continue as Amalco under the BCBCA, and the Issuer will become the parent company of Amalco; and

G. The Issuer and Helios have entered into the Helios Support Agreements with each of the Helios Supporting Shareholders, pursuant to which, among other things, such Helios Supporting Shareholders have agreed, subject to the terms and conditions thereof, to vote their respective Helios Shares in favor of the Helios Transaction Resolutions.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 **Defined Terms** - The following terms have the following meanings in this Agreement, including the recitals and any schedules hereto, unless otherwise stated or unless there is something in the subject matter or context inconsistent therewith:

(a) "**Acquisition Proposal**" has the meaning ascribed thereto in Section 12;

(b) "**Agreement**" means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof, and the expressions "above", "below", "herein", "hereto", "hereof" and similar expressions refer to this agreement;

(c) "**Amalco**" means the corporation that will result from the Amalgamation and which will be a wholly-owned subsidiary of the Issuer after giving effect to the Amalgamation;

(d) "**Amalco Common Shares**" or "**Amalco Shares**" means the common shares without par value in the capital of Amalco;

(e) "**Amalgamation**" means the amalgamation of Helios and Subco pursuant to the provisions of the BCBCA and whereby the Issuer acquires all of the issued and outstanding Helios Shares from the Helios Shareholders in exchange for the issuance by the Issuer of the Issuer Consideration Shares, all on the terms and conditions set forth herein;

(f) "**Amalgamation Application**" means the amalgamation application of Helios and Subco (including the form of Notice of Articles of Amalco attached thereto) in respect of the Amalgamation, in the form attached hereto as Schedule B, to be filed with the Registrar under the BCBCA;

(g) "**Applicable Law**" means, with respect to any Person, all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority, regulatory body or stock exchange;

(h) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended;

(i) "**Bridge Loan**" has the meaning ascribed thereto in Section 2.7;

(j) "**Bridge Loan Agreement**" means the bridge loan agreement dated April 16, 2024, between the Issuer and Helios governing the Bridge Loan;

(k) "**Business**" means the business presently and heretofore carried on by the Issuer, Promino Brands or Helios, as the case may be, as a going concern and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;

(l) "**Business Day**" means any day other than a Saturday or Sunday or other day on which Canadian Chartered Banks located in the City of Vancouver, British Columbia are required or permitted to close;

(m) "**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Registrar under section 281(a) of the BCBCA giving effect to the Amalgamation;

(n) "**Closing**" means the completion of the Transactions on the Closing Date pursuant to the terms and conditions contained in this Agreement;

(o) "**Closing Date**" means the effective date of the Amalgamation shown on the Certificate of Amalgamation;

(p) "**Dissent Rights**" has the meaning ascribed thereto in Section 2.12;

(q) "**Dissenting Shareholder**" means any Helios Shareholder who validly exercises their Dissent Rights in accordance with Section 2.12;

(r) "**Documents**" means all contracts, agreements, documents, permits, licenses, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records, corporate seals and any other documents or information of whatsoever nature relating to the Issuer or Helios, as the case may be, and any all rights in relation thereto;

(s) "**Effective Time**" means effective time on the Closing Date indicated upon the Certificate of Amalgamation;

(t) "**Encumbrance**" means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising:

(i) a mortgage, assignment of rent, lien, encumbrance, adverse claim, charge, restriction, title defect, security interest, hypothec or pledge, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), hire purchase agreement, conditional sales contract, title retention agreement, equipment trust or financing lease, and a subordination to any right or claim of others in respect thereof;

(ii) a claim, interest, or estate against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, an easement, right-of-way, servitude or other similar right in property granted to or reserved or taken by any Person;

(iii) an option or other right to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);

(iv) a lien or charge for taxes, assessments, duties, fees, premiums, imposts, levies and other charges imposed by any lawful authority;

(v) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); or

(vi) any agreement to create, or right capable of becoming, any of the foregoing;

(u) "**Environmental Laws**" means all applicable federal, provincial, state, local and foreign laws, imposing liability or standards of conduct for, or relating to, the regulation of activities, materials, substances or wastes in connection with, or for, the protection of human health, safety, the environmental or natural resources (including ambient air,

surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation);

(v) "**Escrow Condition**" has the meaning ascribed thereto in Section 2.11;

(w) "**Exchange**" means the Canadian Securities Exchange;

(x) "**Exclusivity Termination Date**" has the meaning ascribed thereto in Section 12;

(y) "**Generally Accepted Accounting Principles**" means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;

(z) "**Governmental Authority**" means any government or governmental, administrative, regulatory or judicial body, department, commission, authority, tribunal, agency or entity;

(aa) "**Governmental Entity**" means and includes any domestic or foreign federal, provincial, regional, state, municipal or other government, governmental department, agency, authority or body (whether administrative, legislative, executive or otherwise), court, tribunal, commission or commissioner, bureau, minister or ministry, board or agency, or other regulatory authority, including any securities regulatory authorities;

(bb) "**Helios Amalgamation Resolution**" means the resolution of the shareholders of Helios approving the Amalgamation and, if required, any of the Transactions;

(cc) "**Helios Dissent Shares**" has the meaning given to that term in Section 2.12(a);

(dd) "**Helios Material Contracts**" has the meaning ascribed thereto in Section 8.2(m);

(ee) "**Helios Meeting Materials**" means the notice of the Helios Meeting to be sent to Helios Shareholders or other disclosure document to be prepared in connection with the Helios Meeting together with any amendments thereto or supplements thereof, and any other registration statement, information circular or proxy statement which may be prepared in connection with the Helios Meeting;

(ff) "**Helios Meeting**" means the special meeting of Helios Shareholders, including any adjournment or postponement thereof, to be held for the purpose of approving the Helios Transaction Resolutions and related matters;

(gg) "**Helios Retained Assets**" means the assets owned by Helios and listed in Schedule A;

(hh) "**Helios Shares**" means the issued and outstanding shares in the capital of Helios;

(ii) "**Helios Shareholders**" means the Persons who beneficially and legally own Helios Shares from time to time;

(jj) "**Helios Spin-Out Resolution**" means the resolution of the shareholders of Helios approving the Spin-Out and, if required, any of the Transactions;

(kk) "**Helios Support Agreements**" means the voting and support agreements dated the date hereof (including all amendments thereto) between the Issuer, Helios and the Helios Supporting Shareholders setting forth the terms and conditions, agreeable to the Helios

Supporting Shareholders, acting reasonably, upon which they agree to vote their Helios Shares in favour of the Helios Transaction Resolutions;

(ll) "**Helios Supporting Shareholders**" means Rasool Mohammad and Robert Shewchuk, being Helios Shareholders that have entered into Helios Support Agreements;

(mm) "**Helios Transaction Resolutions**" means, collectively, the Helios Amalgamation Resolution and the Helios Spin-Out Resolution;

(nn) "**Helios Transferred Assets**" means all material assets owned by Helios other than the Helios Retained Assets;

(oo) "**Helios Warrants**" means the 13,435,800 common share purchase warrants of Helios, with each Helios Warrant exercisable to acquire one Helios Share in accordance with the terms of such Helios Warrant;

(pp) "**IFRS**" means Generally Accepted Accounting Principles set out in the CPA Canada Handbook for an entity that prepares its financial statements in accordance with International Financial Reporting Standards;

(qq) "**Interim Period**" means the period from and including the date hereof though to and including the time of Closing;

(rr) "**Issuer**" means Promino Nutritional Sciences Inc.;

(ss) "**Issuer Annual Statements**" means the audited financial statements of the Issuer for the years ended December 31, 2023 and December 31, 2022, as filed on SEDAR+ with the applicable Canadian securities regulators;

(tt) "**Issuer Consideration Shares**" means the Issuer Shares to be issued by the Issuer pursuant to the Amalgamation in accordance with the terms and conditions of this Agreement;

(uu) "**Issuer Debentures**" means The $1,786,500 in principal amount of unsecured convertible debentures of the Issuer, as amended from time to time, outstanding on the date hereof and which are convertible into units of the Company at a price of $0.30 per unit. Each unit will consist of one Issuer Share and one non-transferable common share purchase warrant, with each warrant entitling the holder thereof to purchase one Issuer Share at a price of $0.75 per share for a period of three years from the date of issuance;

(vv) "**Issuer Disclosure Record**" means the Issuer's financial statements, management information circulars, material change reports, technical reports, press releases and all documents filed publicly by the Issuer on SEDAR+;

(ww) "**Issuer Material Contracts**" has the meaning ascribed thereto in Section 8.1(aa);

(xx) "**Issuer Options**" means the 2,791,667 options to purchase Issuer Shares outstanding on the date hereof and granted by the Issuer to certain directors, officers and consultants of the Issuer, with each Issuer Option exercisable to acquire one Issuer Share in accordance with the terms of such Issuer Option;

(yy) "**Issuer Shares**" means the common shares of the Issuer;

(zz) "**Issuer Warrants**" means the 9,545,496 common share purchase warrants of the Issuer outstanding on the date hereof, with each Issuer Warrant exercisable to acquire one Issuer Share in accordance with the terms of such Issuer Warrant;

(aaa) "**Material Adverse Change**" means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, financial condition, licences, permits, concessions, rights, liabilities, prospects or privileges, whether contractual or otherwise, of the party referred to which is, or would reasonably be expected to be, materially adverse to the Business of such party other than a change: (i) which has prior to the date hereof been publicly disclosed or otherwise disclosed in writing to the other party; or (ii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada or elsewhere;

(bbb) "**Outside Date**" means July 31, 2024 or such other date as agreed to by all parties to this Agreement in writing;

(ccc) "**Permitted Encumbrances**" means:

(i) liens for taxes not yet due or liens for taxes which are due but the validity of which are being contested in good faith by Helios;

(ii) any reservations or exceptions contained in the original grants of land;

(iii) rights of way for, or reservations or rights of others for, sewers, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, or zoning by-laws, ordinances or other restrictions as to the use of real property, which do not in the aggregate materially detract from the value of the property;

(iv) assignments of insurance provided to landlords (or their mortgagees) pursuant to the terms of any lease of real property, and liens or rights reserved in any lease of real property for rent or for compliance with the terms of such lease; and

(v) security given in the ordinary course of business to any public utility, municipality or government or to any statutory or public authority in connection with the operations of the business of Helios, other than security for borrowed money.

(ddd) "**Permits**" means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and orders for the Issuer or Helios, as the case may be, to own and operate their assets and Business or for the status and qualification of the Issuer or Helios, as the case may be, to own and operate their assets and to carry on their Business;

(eee) "**Person**" means an individual, company, corporation, body corporate, partnership, joint venture, society, association, trust or unincorporated organization, or any trustee, executor, administrator, or other legal representative;

(fff) "**Promino Brands**" means Promino Brands Inc.;

(ggg) "**Regulatory Approval**" means any required Exchange approval of the Transactions and any required approvals (or exemptive relief) under the Securities Acts in order to complete the Transaction;

(hhh) "**Resulting Issuer**" means the Issuer upon completion of the Amalgamation, having Amalco as a wholly-owned subsidiary thereof;

(iii) "**Securities Acts**" means the *Securities Act* (Ontario), and comparable legislation in each of the other Provinces and Territories of Canada, as amended and restated from time to time;

(jjj) "**SEDAR+**" means the System for Electronic Document Analysis and Retrieval + developed by the Canadian Securities Administrators;

(kkk) "**Spin-Out**" means the re-organization of Helios, prior to the Closing, pursuant to a purchase and sale agreement between Helios and Spinco whereby (i) Helios shall transfer to Spinco all of its legal and beneficial right, title and interest in and to the Helios Transferred Assets in consideration for Spinco Shares and (ii) Helios shall distribute Spinco Shares to the Helios Shareholders;

(lll) "**Spinco**" means 1479391 B.C. Ltd., a corporation incorporated under the BCBCA and, prior to the Spinout, a wholly-owned subsidiary of Helios;

(mmm) "**Spinco Shares**" means the common shares in the capital of Spinco;

(nnn) "**Subco**" means 1473935 B.C. Ltd., a corporation incorporated under the BCBCA and a wholly-owned subsidiary of the Issuer;

(ooo) "**Subco Shares**" means the common shares in the capital of Subco;

(ppp) "**Tax Act**" means the *Income Tax Act* (Canada), as amended and restated from time to time; and

(qqq) "**Transactions**" means the transactions contemplated by this Agreement, including the Amalgamation.

1.2 **Schedules** – The following schedules attached hereto constitute a part of this Agreement:

Schedule A – Helios Retained Assets

Schedule B – Amalgamation Application

Schedule C – Articles of Amalco

1.3 **Schedule References** – Wherever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail. References herein to a schedule shall mean a reference to a schedule to this Agreement. References in any schedule to this Agreement shall mean a reference to this Agreement. References in any schedule to another schedule shall mean a reference to a schedule to this Agreement.

1.4 **Headings** - The headings in this Agreement are for reference only and do not constitute terms of this Agreement.

1.5 **Interpretation** - Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require. As used in this Agreement, "or" is not exclusive and "including" is not limiting, whether or not non-limiting language (such as "without limitation") is used with reference to it.

1.6 **Currency** – Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

1.7 **Knowledge** – Where a representation or warranty is made in this Agreement on the basis of the knowledge or the awareness of the party, such knowledge or awareness consists only of the actual collective knowledge or awareness, as of the date of this Agreement, of the senior officers and directors of such party, in their capacity as senior officers and directors of such Party and not in their personal capacity and without personal liability, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed third party knowledge provided that the party making the representation and warranty shall have conducted a reasonable investigation as to the subject matter relating thereto and the level of such investigation shall be that of a reasonably prudent person investigating a material consideration in the context of a material transaction and the use of such phrase shall constitute a representation and warranty by the party making the representation and warranty in each case that such investigation has actually been made.

2. AMALGAMATION

2.1 Implementation Steps

(a) Helios covenants that it shall call the Helios Meeting to approve the Helios Transaction Resolutions, or arrange for written approval in lieu of a meeting, as soon as reasonably practicable and, in any event, no later than July 19, 2024, or such other date as may be agreed by the Issuer and Helios in writing.

(b) The Issuer covenants in favor of Helios that it shall, in its capacity as the sole shareholder of Subco, approve and execute a written resolution approving the Amalgamation as soon as reasonably practicable and, in any event, no later than July 19, 2024, or such other date as may be agreed to by the Issuer and Helios in writing.

(c) Each of the Issuer, Subco and Helios covenants to each other to use their commercially reasonable efforts to perform their respective obligations under this Agreement.

2.2 **Securities Compliance** - The Issuer and Helios shall use commercially reasonable efforts to obtain all orders required from the applicable Governmental Authority and the Exchange to permit (subject to escrow or resale conditions imposed by the Exchange) the issuance in a jurisdiction of Canada to residents of Canada of the Issuer Consideration Shares issuable pursuant to the Amalgamation without qualification with, or approval of, or the filing of any prospectus or similar document, or the taking of any proceeding with, or the obtaining of any further order, ruling or consent from, any Governmental Authority under any Canadian federal, provincial or territorial securities or other Applicable Laws, or the fulfillment of any other legal requirement in any such jurisdiction other than for any required filings under National Instrument 51-102 *Continuous Disclosure Obligations* or National Instrument 45-106 *Prospectus Exemptions* and any filings required by the Exchange.

2.3 Preparation of Filings

(a) The Issuer and Helios shall co-operate in:

(i) the preparation of any application for any orders or documents reasonably deemed by the Issuer and Helios to be necessary to discharge their respective obligations under Applicable Laws in connection with this Agreement, the Spin-Out and the Transactions;

(ii) the taking of all such action as may be required under any Applicable Laws in connection with the issuance of the Issuer Consideration Shares; and

(iii) the taking of all such action as may be required under the BCBCA in connection with the Transactions.

(b) Each of the Issuer and Helios shall promptly furnish to the other all information concerning it and its security holders as may be required for the effectuation of the actions described in Sections 2.1 and 2.2 and the foregoing provisions of this Section 2.3, and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the Amalgamation, the Spin-Out and the other Transactions will contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished.

2.4 **Filing of Amalgamation Application** - Subject to the rights of termination contained in Section 11 hereof, upon satisfaction or waiver of all conditions precedent, Subco and Helios shall jointly file with the Registrar the Amalgamation Application and such other documents as are required to be filed under the BCBCA to give effect to the Amalgamation, pursuant to provisions of the BCBCA.

2.5 **Effect of the Amalgamation** - The following shall occur and shall be deemed to occur in the following order without any further act or formality:

(a) at the Effective Time, Subco and Helios shall amalgamate to form Amalco and shall continue as one company under the BCBCA in the manner set out in Section 2.8 hereof and with the effect set out in Section 270 of the BCBCA;

(b) immediately upon the amalgamation of Subco and Helios to form Amalco as set forth in Section 2.5(a):

(i) each one (1) Helios Share (other than those held by a Dissenting Shareholder) issued and outstanding immediately before the Effective Time shall be exchanged for a pro rata proportion of 36,530,002 Issuer Consideration Shares (subject to adjustment pursuant to s. 7.3(a.2));

(ii) each one (1) Subco Common Share outstanding immediately before the Effective Time shall be exchanged for one (1) Amalco Common Share and the Subco Shares shall be deemed to have been cancelled as of the Closing Date; and

(iii) in consideration of the issuance of the Issuer Consideration Shares pursuant to Section 2.5(b)(i), Amalco shall issue to the Issuer one (1) Amalco Common Share for each Issuer Consideration Share so issued;

(iv) each Dissenting Shareholder will cease to have any rights as a shareholder other than the right to be paid the fair value of the Helios Dissent Shares held by the Dissenting Shareholder in accordance with Sections 237 - 247 of the BCBCA;

(v) the Helios Shareholders shall cease to be the holders of the Helios Shares and the names of such Helios Shareholders shall be removed from the share register of holders of Helios Shares;

(vi) the Helios Shares shall be deemed to have been cancelled as of the Closing Date, any and all rights the Helios Shareholders may have in or to any securities of Helios shall automatically (without any further action) be absolutely terminated and cancelled; and

(vii) the Helios Shareholders thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exchange or transfer such securities in accordance with this Section 2.5,

provided that none of the foregoing shall occur or shall be deemed to occur unless all of the foregoing occurs; and

(c) at the Effective Time, the Helios Warrants will be adjusted in accordance with their terms such that, following the Amalgamation, such Helios Warrants will entitle the holders thereof to acquire for the same aggregate consideration the number of Resulting Issuer Shares that the holder would have been entitled to receive pursuant to the Amalgamation had the holder exercised or converted its Helios Warrants to become a Helios Shareholder prior to the Amalgamation.

2.6 **Fractional Shares** - No fractional Issuer Consideration Shares will be issued. In the event that a securityholder would otherwise be entitled to fractional Issuer Consideration Shares hereunder, the number of Issuer Consideration Shares issued to such securityholder shall be rounded down to the nearest whole number without any additional compensation. In calculating such fractional interests, all Helios securities registered in the name of or beneficially held by such Helios security holder or their nominee shall be aggregated.

2.7 **Bridge Loan –** Subject to and effective upon the Closing, the Bridge Loan will be forgiven.

2.8 **Amalgamated Company -** Unless and until otherwise determined in the manner required by law, by Amalco or by its directors or the holder or holders of the Amalco Shares, the following provisions shall apply:

(a) *Name*. The name of Amalco shall be "Promino Nutritional Holdings Inc.", or such other name as may be determined by the Issuer, acting reasonably;

(b) *Registered Office*. The municipality where the registered office of Amalco shall be located is Vancouver. The address of the registered office of Amalco shall be c/o Cozen O'Connor LLP, 550 Burrard Street, Suite 2501, Vancouver, British Columbia;

(c) *Business and Powers*. There shall be no restrictions on the business that Amalco may carry on or on the powers it may exercise;

(d) *Authorized Share Capital*. Amalco shall be authorized to issue an unlimited number of Amalco Common Shares;

(e) *Share Restrictions.* Securities of Amalco may not be transferred without the prior written consent of the directors of Amalco;

(f) *Initial Director*. The initial sole director of Amalco shall be as follows:

Vito Sanzone

or such other person as the Issuer may determine;

(g) *Articles.* The articles of Amalco shall be as set forth in Schedule C hereto, with such amendments thereto as Helios and the Issuer may determine prior to the Effective time;

(h) *Fiscal Year*. The fiscal year end of Amalco shall be December 31 in each year, until changed by resolution of the board of directors of Amalco; and

(i) *Auditors*. The auditors of Amalco, until the first annual general meeting of shareholders of Amalco, shall be SRCO Professional Corporation, unless and until such auditors resign or are removed in accordance with the provisions of the BCBCA.

2.9 **Capital -** The amount added to the capital of the Issuer in respect of the Issuer Consideration Shares issuable pursuant to Section 2.5 shall be equal to the paid-up capital (within the meaning of the Tax Act), determined immediately before the Effective Time, of the Helios Shares converted into Issuer Consideration Shares pursuant to Section 2.5. The amount added to the capital of the Amalco in respect of the Amalco Common Shares shall be equal to the aggregate paid-up capital (within the meaning of the Tax Act), determined immediately before the Effective Time, of the Subco Shares and Helios Shares (less the paid-up capital of any Helios Dissent Shares).

2.10 **Issuer Consideration Shares -** At the Effective Time and in accordance with the terms of the Amalgamation, the Issuer Consideration Shares shall be issued pursuant to the written direction of Helios, on behalf of the Helios Shareholders, and certificates or DRS advice for such Issuer Consideration Shares shall be delivered to the addresses set forth in such written direction, or as otherwise directed by a Helios Shareholder in writing.

2.11 **Restriction on Resale** – Each of the Helios Shareholders will, if required by the Exchange, enter into an escrow agreement in respect of their Issuer Consideration Shares in the prescribed form or accept their Issuer Consideration Shares with such resale restrictions as may be required by the Exchange. If any Helios Shareholder is required by the Exchange to enter into an escrow agreement in respect of any Issuer Consideration Share, the certificates for such Issuer Consideration Shares shall not be delivered in accordance with Section 2.9 and shall be held for delivery subject to the execution of and in accordance with the terms of any such escrow agreement. The completion of the transactions contemplated herein shall be subject to a condition for the benefit of Helios that none of the Issuer Consideration Shares issuable to Helios Shareholders in exchange for Helios Shares initially issued at a price of $0.25 or greater are subject to escrow or other resale restriction (the "**Escrow Condition**").

2.12 **Helios Dissent Rights -** The Helios Shareholders may exercise rights of dissent ("**Dissent Rights**") in respect of the Amalgamation pursuant to, in the manner set forth in, and in strict compliance with Section 242 of the BCBCA.

(a) The Helios Shareholders who duly exercise their Dissent Rights with respect to their Helios Shares (the "**Helios Dissent Shares**"), will:

(i) if they are ultimately entitled to be and are paid fair value for their Helios Dissent Shares by Helios, be deemed to have transferred their Helios Dissent Shares to Helios immediately prior to the Effective Time for cancellation without any repayment of capital in respect thereof and the certificates representing same will cease to represent any right or claim of any nature or kind; or

(ii) if they are not ultimately entitled, for any reason, to be paid fair value for their Helios Dissent Shares, be deemed to have participated in the Amalgamation on the same basis as a Helios Shareholder who did not exercise the Dissent Rights, and will receive Issuer Consideration Shares in exchange for their Helios Shares on the same basis as every other Helios Shareholder in accordance with Section 2.5(b),

provided that in no case will the Issuer, the Resulting Issuer or Amalco be required to recognize such Persons as holding Helios Shares at or after the Effective Time.

(b) Helios will provide prompt notice to the Issuer of any exercise or purported exercise of Dissent Rights by Helios Shareholders.

(c) In no circumstances will the Issuer, Helios or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those Helios Shares in respect of which such Dissent Rights are sought to be exercised. For greater certainty, in no case will the Issuer, Helios or any other Person be required to recognize Dissenting Shareholders as holders of Helios Shares after the Effective Time, and the names of such Dissenting Shareholders will be deleted from the central securities register of Helios as of the Effective Time. In addition to any other restrictions under the BCBCA, Helios Shareholders who vote, or who have instructed a proxyholder to vote, in favor of the Amalgamation Resolution will not be entitled to exercise Dissent Rights.

2.13 **Subco Dissent Rights** – The Issuer, being the sole shareholder of Subco and having full notice and knowledge of the Dissent Rights and the details of the Amalgamation, hereby waives its Dissent Rights as a shareholder of Subco in respect of the Amalgamation in accordance with Section 239 of the BCBCA.

3. CHANGE IN DIRECTORS AND OFFICERS OF HELIOS

3.1 **Resignations** – At the time of Closing and subject to delivery of mutual releases acceptable to the Issuer, Helios and the individuals as hereinafter described, Helios shall deliver the resignations of all of the existing directors and officers of the Helios.

4. COVENANTS AND AGREEMENTS

4.1 **Given by Helios** – Helios covenants and agrees with the Issuer that it will:

(a) permit representatives of the Issuer, at their own cost, reasonable access during normal business hours to Helios's Documents including, without limitation, all of the assets, contracts, financial records and minute books of Helios, so as to permit the Issuer to make such investigation of Helios as the Issuer deems reasonably necessary;

(b) assist in the completion of any steps required in any other jurisdictions where Helios holds assets, which the Issuer may deem reasonably necessary to complete the Transactions;

(c) provide to the Issuer all such further documents, instruments and materials and do all such acts and things as may be reasonably required by the Issuer to seek the Regulatory Approval, including, without limiting the foregoing, all relevant information concerning it and its business, assets, operations and financial statements for inclusion in any public disclosure document to be prepared by the Issuer in connection with the Transactions;

(d) during the Interim Period, preserve and protect the goodwill, assets and undertaking of Helios, and carry on the Business of Helios in the ordinary course in a reasonable and prudent manner consistent with past practice;

(e) use its commercially reasonable efforts to obtain all required third party consents, Permits, approvals, authorizations, filings, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements as may be required under applicable corporate laws, securities laws, the rules and policies of the Exchange and the constating documents of Helios to be able to fulfill

its obligations hereunder and in connection with the delivery of all of the Helios Shares on Closing;

(f) co-operate with the Issuer, in the Issuer's efforts and at the Issuer's expense, to obtain the Regulatory Approval with respect to:

(i) the Transactions; and

(iii) such other documents as the Issuer may reasonably request in order to obtain the Regulatory Approval;

(g) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out Sections 7.1 and 7.2 so as to close the Transactions and all related transactions by the Closing Date;

(h) during the Interim Period, except as otherwise permitted in this Agreement or pursuant to the exercise of any Helios Warrants, not issue any securities of Helios or enter into any agreement or understanding with any other party to issue any securities of Helios, without the prior written consent of the Issuer, such consent not to be unreasonably withheld;

(i) during the Interim Period, not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any Person (other than the Issuer and Spinco), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of Helios;

(j) during the Interim Period:

(i) enter into any material contract;

(ii) incur or commit to incur any indebtedness for borrowed money; or

(iii) acquire directly or indirectly, any assets,

without the prior written consent of the Issuer, such consent not to be unreasonably withheld, other than pursuant to the Spin-Out;

(k) make other necessary filings and applications under applicable, foreign, federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein;

(l) use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of it contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(m) notify the Issuer immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in all material respect; and

(n) during the Interim Period, ensure that it complies in all material respects with the foregoing covenants of this Agreement.

4.2 **Given by the Issuer** – the Issuer covenants and agrees with Helios that the Issuer will:

(a) permit representatives of Helios reasonable access during normal business hours to the Issuer's Documents including, without limitation, all of the assets, contracts, financial records and minute books of the Issuer, so as to permit such investigation of the Issuer as Helios deem reasonably necessary;

(b) take all corporate action necessary to approve and to permit the issuance of the Issuer Consideration Shares on Closing, and the Issuer Shares on any exercise of the Helios Warrants, as fully paid and non-assessable shares;

(b.1) provide to Helios all such further documents, instruments and materials and do all such acts and things as may be reasonably required by Helios to seek shareholder approval of the Transactions at the Helios Meeting, including, without limiting the foregoing, all relevant information concerning it and its business, assets, operations and financial statements for inclusion in any Helios Meeting Materials;

(c) during the Interim Period, preserve and protect the goodwill, assets and undertaking of the Issuer and its subsidiaries, and carry on the Business of the Issuer and its subsidiaries in the ordinary course in a reasonable and prudent manner consistent with past practice and in accordance with Applicable Law;

(d) use its commercially reasonable efforts to obtain, in a timely manner, the Regulatory Approval for the transactions contemplated hereunder;

(e) use its commercially reasonable efforts to obtain Exchange approval of the Transaction, if required;

(f) during the Interim Period, except as otherwise permitted in this Agreement or pursuant to the Issuer Options, Issuer Warrants, Issuer Debentures or any existing agreements, not issue or permit the issue of any securities of the Issuer or its subsidiaries and not enter into or permit any agreement or understanding with any third party to issue any such securities, without the prior written consent of Helios (which shall not be unreasonably withheld);

(g) during the Interim Period, not (or allow its subsidiaries to) directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any Person (other than Helios and the Helios Shareholders), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of it or its subsidiaries;

(h) during the Interim Period, not (or allow its subsidiaries to) incur or commit to incur any indebtedness for borrowed money or provide any guarantee in respect of the obligations of any Person other than in the ordinary course of business and which are not, individually or in the aggregate, otherwise material to the Issuer;

(i) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in Sections 7.1 and 7.3 and to close the Transactions and related transactions by the Closing Date;

(i.1) make other necessary filings and applications under applicable, foreign, federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein;

(j) use its commercially reasonable efforts to conduct and cause its subsidiaries to conduct its affairs so that the representations and warranties of the Issuer contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;

(k) during the Interim Period and thereafter until the date that is three months after the full release of all Issuer Consideration Shares subject to escrow, if any, use its commercially reasonable efforts to ensure that the Issuer Shares remain listed on the Exchange and that it remains in good standing under Applicable Law;

(l) use its commercially reasonable efforts to obtain all consents, approvals, Permits, authorizations or filings as may be required under applicable corporate laws, securities laws, the rules and policies of the Exchange and the constating documents of the Issuer for the performance by the Issuer of its obligations under this Agreement prior to the Closing;

(m) notify Helios immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in all material respect; and

(n) during the Interim Period, ensure that the Issuer complies in all material respects with the foregoing covenants of this Agreement.

4.3 **Conduct of the Helios Meeting -** Subject to the terms of this Agreement, Helios agrees to convene and conduct the Helios Meeting in accordance with its constating documents and Applicable Law as soon as reasonably practicable following the date hereof.

(a) Helios shall not adjourn, postpone or cancel (or propose to adjourn, postpone or cancel) the Helios Meeting without the prior consent of the Issuer (such consent not to be unreasonably withheld, conditioned or delayed) except:

(i) as required: for quorum purposes (in which case the Helios Meeting will be adjourned and not postponed or cancelled), by Applicable Law, by Helios's constating documents, by valid Helios Shareholder action (which action is not solicited or proposed by Helios) or by a Governmental Authority;

(ii) as permitted by this Agreement; or

(iii) for an adjournment or postponement for the sole purpose of attempting to obtain the requisite approval of the Helios Transaction Resolutions.

(b) Subject to compliance with Applicable Law, Helios will use its commercially reasonable efforts to solicit proxies in favor of the approval of the Helios Transaction Resolutions, and against any resolution submitted by any Person that is inconsistent with the Helios Transaction Resolutions.

(c) Helios will give notice to the Issuer of the Helios Meeting and allow the Issuer's representatives and legal counsel to attend the Helios Meeting.

(d) Helios will advise the Issuer, as the Issuer may reasonably request, as to the aggregate tally of the proxies received by Helios in respect of each of the Helios Transaction Resolutions.

(e) As soon as reasonably practicable, following the date hereof, Helios will prepare and complete, in consultation with the Issuer, the Helios Meeting Materials, together with any other documents required by Applicable Law in connection with the Helios Meeting.

(f) Helios shall allow the Issuer and its legal counsel a reasonable opportunity to review and comment on drafts of the Helios Meeting Materials and other related documents and shall give reasonable consideration to any comments made by the Issuer and its legal counsel and agrees that all information relating solely to the Issuer that is furnished by or on behalf of the Issuer for inclusion in the Helios Meeting Materials or other related documents must be in a form and content satisfactory to the Issuer.

(g) Helios will ensure that the Helios Meeting Materials comply in all material respects with all applicable Law, and, without limiting the generality of the foregoing, that the Helios Meeting Materials will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than in each case with respect to any information furnished by the Issuer) and will provide Helios Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Helios Meeting and will include (i) the recommendation of the board of directors of Helios that Helios Shareholders vote in favor of the Helios Transaction Resolutions; and (ii) statements to the effect that each of the Helios Supporting Shareholders has signed a Helios Support Agreement, pursuant to which, and subject to the terms thereof, they have agreed to, among other things, vote their Helios Shares in favor of the Helios Transaction Resolutions.

(h) The Issuer will timely furnish to Helios all such information concerning the Issuer as may be reasonably required in the preparation of the Helios Meeting Materials and other documents related thereto, and the Issuer will ensure that no such information contains any untrue statement of a material fact or omits to state a material fact required to be stated in order to make any information so furnished or any information concerning the Issuer not misleading in light of the circumstances in which it is disclosed.

(i) Each Party will promptly notify the other if, at any time before the earlier of the Effective Date and the termination of this Agreement in accordance with its terms, it becomes aware that the Helios Meeting Materials contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Helios Meeting Materials, and the parties will co-operate in the preparation of any amendment or supplement to the Helios Meeting Materials, as required or appropriate, and Helios will promptly mail or otherwise publicly disseminate any amendment or supplement to the Helios Meeting Materials to the Helios Shareholders and, if required by Applicable Law, file the same as required under applicable securities laws under the Securities Act and as otherwise required.

5. FINDER'S FEE

Helios acknowledges and agrees that the Issuer may pay such finder's fees as it determines necessary or desirable in connection with the Transactions, subject to limitations of Applicable Law and the policies of the Exchange.

6. TRANSACTION EXPENSES

Each of the parties to this Agreement will bear all costs and expenses incurred by such party in negotiating and preparing the Agreement and in Closing and carrying out the transactions contemplated by the Agreement. All costs and expenses related to satisfying any condition or fulfilling any covenant contain in this Agreement will be borne by the party whose responsibility it is to satisfy the outstanding condition or fulfill the covenant in question.

7. CONDITIONS PRECEDENT

7.1 **In Favour of all Parties** - The obligations of all parties under this Agreement are subject to the fulfillment of the following conditions prior to the time of Closing or such other time as herein provided:

(a) the Helios Transaction Resolutions, this Agreement and the Transactions contemplated herein shall have been approved by the Helios Shareholders in accordance with this Agreement and Applicable Laws;

(b) the Issuer shall have posted an Exchange Form 9 *Notice of Issuance or Proposed Issuance of Listed Securities* with respect to the Transactions at least five (5) Business Days prior to the Closing Date, and the Exchange shall not have objected to completion of the Transactions;

(c) the Issuer Consideration Shares that are to be issued pursuant to Section 2.5 of this Agreement, shall be issued as fully paid and non-assessable common shares of the Issuer;

(d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Transactions;

(e) Dissent Rights will not have been exercised with respect to the Amalgamation by Helios Shareholders holding Helios Shares which will, in the aggregate, represent 5% or more of the Helios Shares outstanding on the record date determined by Helios for determining Helios Shareholders entitled to notice and to vote at the Helios Meeting;

(f) there being no prohibition at law against the Closing;

(g) all consents, orders and approvals required for the completion of the Transactions and transactions ancillary thereto shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to all of the parties hereto, acting reasonably, including without limitation the receipt of the Regulatory Approval; and

(h) this Agreement shall have not been terminated in accordance with Article 11 of this Agreement.

The conditions precedent set forth above are for the benefit of all parties and may only be waived in writing by the Issuer and Helios, in whole or in part on or before the time of Closing.

7.2 **In Favour of the Issuer** – the Issuer's obligations under this Agreement are subject to the fulfilment of the following conditions prior to time of Closing or such other time as herein provided:

(a) the board of directors of Helios shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Helios to permit the consummation of the Amalgamation, the Spin-Out and the Transactions contemplated herein;

(b) the Issuer, acting reasonably, being satisfied with the results of the due diligence investigations into the business, assets, financial condition and corporate records of Helios and the Helios Shareholders by the Issuer, its legal counsel or other representatives;

(c) Helios shall have completed the Spin-Out on terms satisfactory to the Issuer;

(d) Helios shall have no material liabilities, whether direct, indirect, absolute, contingent or otherwise, other than expenses incurred in connection with the Transaction not to exceed $30,000 in aggregate;

(e) Helios shall have materially complied with all of its covenants and agreements hereunder to be performed and complied with on or before the time of Closing, and Helios shall have delivered a certificate confirming same to the Issuer, executed by a senior officer of Helios without personal liability, addressed to the Issuer and dated the Closing Date;

(f) the representations and warranties of Helios contained in this Agreement shall be true and correct in all material respects as if such representations and warranties had been made by Helios as of the time of Closing, and Helios shall have delivered a certificate confirming same to the Issuer, executed by a senior officer of Helios without personal liability, addressed to the Issuer and dated the Closing Date;

(g) the Issuer will have determined in its sole judgment, acting reasonably, that no Material Adverse Change in the condition of Helios, during the time between the date hereof and the time of Closing, has occurred;

(h) there being no legal proceeding or regulatory actions or proceedings against Helios at the time of Closing which may, if determined against the interest of Helios, cause a Material Adverse Change to Helios;

(i) the completion of the Transactions is in compliance in all material respects with all laws, policies, rules and regulations applicable thereto; and

(j) all corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto and other documents in connection with the purchase and sale hereunder (including documents to be delivered pursuant to Section 9.2) will be completed and satisfactory in form and substance to the Issuer and the Issuer's counsel, each acting reasonably, and the Issuer will have received all executed counterpart original and certified or other copies of such documents as such counsel may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of the Issuer and may be waived in writing by the Issuer in whole or in part on or before the time of Closing.

7.3 **In Favour of Helios** – The obligations of Helios under this Agreement are subject to the fulfilment of the following conditions:

(a) the board of directors of each of the Issuer and Subco shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by the Issuer to permit the consummation of the Amalgamation and the Transactions contemplated herein;

(a.1) the completion of the Spin-Out;

(a.2) SpinCo completes an equity financing raising $500,000; always provided that in the event such financing raises less than $500,000 (i) each $3 of the shortfall shall reduce the Helios Retained Assets by $1 in cash, which amount becomes part of the Helios Transferred Assets; and (ii) each reduction of the Helios Retained Assets by $0.1114 in cash shall reduce the number of Issuer Consideration Shares by one Issuer Consideration Share;

(b) the Issuer Consideration Shares issued pursuant to the Transactions shall be issued as fully paid and non-assessable common shares in the capital of the Issuer, free and clear of any and all Encumbrances, except for those imposed by the Exchange;

(b.1) satisfaction of the Escrow Condition;

(c) Helios, acting reasonably, being satisfied with the results of its due diligence investigations into the Issuer;

(d) the Issuer shall have materially complied with all of its covenants and agreements hereunder to be performed and complied with on or before the time of Closing, and the Issuer shall have delivered a certificate confirming same to Helios, executed by a senior officer of the Issuer without personal liability, addressed to Helios and dated the Closing Date;

(e) the representations and warranties of the Issuer contained in this Agreement shall be true and correct in all material respects as if such representations and warranties had been made by the Issuer as of the time of Closing, and the Issuer shall have delivered a certificate confirming same to Helios, executed by a senior officer of the Issuer without personal liability, addressed to Helios and dated the Closing Date;

(f) all documents and steps necessary, in the view of Helios and counsel to Helios, acting reasonably, to complete the issuance of the Issuer Consideration Shares to the Helios Shareholders in accordance with this Agreement and the Transactions shall have been delivered and completed at Closing;

(g) Helios will have determined in its sole judgment, acting reasonably, that no Material Adverse Change in the condition of the Issuer during the time between the date hereof and the time of Closing has occurred;

(g.1) there being no legal proceeding or regulatory actions or proceedings against the Issuer or its subsidiaries at the time of Closing which may, if determined against the interest of the Issuer or its subsidiaries, cause a Material Adverse Change to the Issuer or its subsidiaries;

(h) the completion of the Transactions is in compliance in all material respects with all laws, policies, rules and regulations applicable thereto; and

(i) all corporate and other proceedings in connection with the transactions contemplated at the Closing and all documents incident thereto and other documents in connection with the purchase and sale hereunder (including documents to be delivered pursuant to Section 9.3), will be completed and satisfactory in form and substance to Helios and Helios's counsel, each acting reasonably, and they will have received all executed counterpart original and certified or other copies of such documents as such counsel may reasonably request.

The conditions precedent set forth above are for the exclusive benefit of Helios and may be waived in writing by Helios in whole or in part on or before the time of Closing.

8. REPRESENTATIONS AND WARRANTIES

8.1 **Concerning the Issuer** - In order to induce Helios to enter into this Agreement and complete its obligations hereunder, the Issuer represents and warrants to Helios that:

(a) each of the Issuer and Subco is a duly incorporated and validly existing corporation incorporated under the laws of British Columbia. Promino Brands is a duly incorporated and validly existing corporation incorporated under the laws of Ontario. Each of the Issuer, Promino Brands and Subco is currently in good standing, and has the capacity, power and authority to own or lease its property and assets and to carry on its business as now conducted by it;

(b) the Issuer has no material subsidiaries other than Subco and Promino Brands, and all of the issued and outstanding shares of Subco and Promino Brands are owned by the Issuer, and there is no option or other agreement, right or privilege for, directly or indirectly, the acquisition of any or all of the Issuer's shares of Subco and Promino Brands or of any unissued shares or other securities of Subco and Promino Brands;

(c) Subco has not carried on any business, other than to enter into this Agreement, and has no assets or liabilities other than nominal share capital; and Promino Brands has carried on its Business in compliance with all Applicable Laws;

(d) the Issuer is a "reporting issuer" in each of the provinces and territories of Canada, as that term is defined in the Securities Acts and is not in material default of any requirement of the Securities Acts or any material Applicable Law and is not noted as being a "defaulting reporting issuer" (or any analogous terms) in any such jurisdiction; and there is no material fact respecting or material change in the business, operations, affairs or capital of the Issuer or Promino Brands, individually or in the aggregate, that has not been generally disclosed to the public;

(e) the Issuer Shares are listed on the Exchange, and the Issuer is not in material default of any requirement contained in its listing agreement with the Exchange;

(f) the Issuer will have, at the time of Closing, full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and complete the Transactions and related transactions and to carry out its obligations hereunder and this Agreement, and the Transactions will have been, prior to the time of Closing, authorized by all necessary shareholder (if necessary) and corporate action on the part of the Issuer. This Agreement has been duly executed and delivered by the Issuer and constitutes a legal, valid and binding obligation of the Issuer enforceable against the Issuer in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered;

(g) as of the date hereof, the authorized capital of the Issuer consists of an unlimited number of common shares, of which 72,741,385 Issuer Shares are issued and outstanding as fully paid and non-assessable;

(h) as of the date hereof, other than pursuant to the Issuer Options, the Issuer Warrants, the Issuer Debentures and any existing agreements, no Person has or will have any right,

agreement, warrant or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Issuer of any interest in any of the outstanding shares or securities of the Issuer, or for the issue or allotment of any unissued shares in the capital of the Issuer or any other security directly or indirectly convertible into or exchangeable for such shares in the capital of the Issuer or for the issue of any other securities of any nature or kind of the Issuer;

(i) all securities of the Issuer have been issued in compliance with all Applicable Laws, including the Securities Acts. There are no securities of the Issuer outstanding, other than the Issuer Shares, Issuer Options, Issuer Warrants and Issuer Debentures. There are no outstanding contractual or other obligations of the Issuer to repurchase, redeem or otherwise acquire any of the Issuer's securities. There are no outstanding bonds, debentures or other evidences of indebtedness of the Issuer having the right to vote with the holders of the outstanding Issuer Shares on any matters;

(j) the Issuer Disclosure Record and all financial, marketing, sales and operational information provided to Helios do not contain any misrepresentations (as such term is defined in the Securities Acts) and do not omit to state a material fact (as such term is defined in the Securities Acts) which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

(k) all financial statements filed in the Issuer Disclosure Record, including the Issuer Annual Statements, have been prepared in accordance IFRS and/or Generally Accepted Accounting Principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer, as of the date thereof, and there has been no Material Adverse Change in the financial position of the Issuer since the date of the Issuer Annual Statements and the Business of the Issuer has been carried on in the usual and ordinary course consistent with past practice since the date thereof;

(l) the auditors of the Issuer, SRCO Professional Corporation, who have audited the Issuer Annual Statements and provided their audit report thereon, are independent chartered professional accountants as required under Applicable Law;

(m) each of the Issuer and Promino Brands has complied fully and is in compliance in all respects with the requirements of all Applicable Law and administrative policies and directions, including, without limitation, the Securities Acts, in relation to the issue of its securities and the conduct of their respective Business, except where failure to do so is not material, and neither the Issuer nor Promino Brands has received a notice of non-compliance nor does the Issuer know of any facts that could give rise to a notice of such non-compliance with any such laws, regulations and statutes, and the Issuer is not aware of any pending change or contemplated change to any Applicable Law or governmental position that would materially affect the Business of the Issuer or Promino Brands or the Business or legal environment under which the Issuer or Promino Brands operates;

(m.1) none of Issuer or its subsidiaries nor any director, officer, employee, consultant, or representative of the Issuer or any of its subsidiaries (i) is or has been in violation of any applicable anti-bribery or anti-corruption laws, including the *Corruption of Foreign Public Officials Act* (Canada) and (ii) has directly or indirectly made, offered, promised, or authorized any payment, gift, promise or other advantage to any official associated in any manner with any Governmental Entity, government official or any political party for the purpose of influencing any such Person to obtain or retain improper advantage for the Issuer or any of its subsidiaries, in violation of any Applicable Law.

(n) neither the Issuer nor Promino Brands is a party to any actions, suits or proceedings which could materially affect its respective Business or financial condition, and to the best of the Issuer's knowledge, no such actions, suits or proceedings are contemplated or, have been threatened;

(o) there are no judgments against the Issuer or Promino Brands which are unsatisfied, nor are there any consent decrees or injunctions to which the Issuer is subject, which could individually or aggregate cause a Material Adverse Effect;

(p) no order ceasing, halting or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer; and no investigations or proceedings for such purposes are pending or threatened;

(q) each of the Issuer and Promino Brands has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any amounts due and payable to any Governmental Authority, to the extent that any of the foregoing is due and payable;

(r) there are no liens for taxes on the assets of the Issuer or Promino Brands, except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer, and there are no claims which have been or may be asserted relating to any such tax returns;

(s) other than as disclosed in the Issuer Disclosure Record or to Helios in writing, neither the Issuer nor Promino Brands has any loans or other indebtedness outstanding other than trade payables incurred in the ordinary course of business set out in the Issuer Annual Statements;

(t) other than as disclosed to Helios in writing, there are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim, or the period for the collection or assessment or reassessment of taxes due from the Issuer or Promino Brands for any taxable period and no request for any such waiver or extension is currently pending;

(u) neither the Issuer nor Promino Brands has any material outstanding indebtedness or liabilities and is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person that are material to the Issuer, other than those specifically identified in the Issuer Annual Statements, or since the date of the Issuer Annual Statements are incurred in the ordinary course of business and are not, individually or in the aggregate, material to the Issuer;

(v) the Issuer has and will have by Closing, or as soon as practicable thereafter, filed all documents that are required to be filed under the continuous disclosure provisions of the Securities Acts, including annual and interim financial information, press releases disclosing material changes and material change reports;

(w) each of the Issuer and Subco has all requisite corporate power and authority to enter into this Agreement and all documents to be delivered pursuant hereto, and subject to the terms hereof, to perform its obligations hereunder and thereunder, and further the execution and delivery of this Agreement by the Issuer or Subco and the performance of its obligations under this Agreement will not:

(i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of the Issuer, or any indenture, mortgage, agreement, lease, licence, contract, permit or other instrument of any kind whatsoever to which the Issuer is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which the Issuer or Subco is bound respectively;

(ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by the Issuer or Subco, respectively; or

(iii) violate the constating documents of the Issuer, or any resolutions of the directors or shareholders of the Issuer or Subco, respectively;

(x) the financial books, records and accounts of the Issuer and Promino Brands have in all material respects, been maintained in accordance with Applicable Law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of the Issuer and Promino Brands on an individual and consolidated basis, and accurately and fairly reflect the basis for all financial statements filed in the Issuer Disclosure Record, including the Issuer Annual Statements;

(y) all of the material transactions of the Issuer have been recorded or filed in, or with, the books or records of the Issuer and the minute books of the Issuer contain all records of the material meetings and proceedings of shareholders and directors of the Issuer actually held since its incorporation, as well as the current constating documents of the Issuer, and no modifications or alterations to such constating documents have been proposed or approved by its shareholders or directors;

(z) except as disclosed in the Issuer Disclosure Record and disclosed to Helios in writing, there are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of the Issuer, threatened affecting the Issuer or Promino Brands or affecting their property or assets at law or in equity before or by any Governmental Authority, including matters arising under Environmental Laws. Neither the Issuer nor Promino Brands nor any of their respective assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree;

(aa) the Issuer has made available to Helios for inspection true and complete copies of all material contracts to which the Issuer or Promino Brands is a party and that are currently in force (the "**Issuer Material Contracts**"). The Issuer Material Contracts are in full force and effect, and the Issuer is entitled to all rights and benefits thereunder in accordance with the terms thereof. All the Issuer Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Except as disclosed to Helios in writing, the Issuer has complied in all material respects with all terms of the Issuer Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of the Issuer or, to the knowledge of the Issuer, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the Issuer Material Contracts;

(bb) all the data and information in respect of the Issuer, Promino Brands and Subco provided or disclosed to Helios or any representative of Helios by or on behalf of the Issuer was and is accurate and correct in all material respects;

(cc) upon their issuance, the Issuer Consideration Shares will be validly issued and outstanding as fully paid and non-assessable shares of the Issuer, free and clear of any and all liens, charges, escrow conditions or Encumbrances of any kind whatsoever other than those imposed by applicable securities laws under the Securities Acts or the Exchange, or as otherwise contemplated in this Agreement; and

(dd) since September 30, 2023, there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of the Issuer or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the Business, assets or listing of the Issuer or the right or capacity of the Issuer to carry on its Business.

8.2 **Concerning Helios** - In order to induce the Issuer to enter into this Agreement and complete its obligations hereunder Helios represents and warrants to the Issuer that:

(a) Helios is a valid and subsisting corporation duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated;

(b) Helios is duly registered and licenced to carry on business in the jurisdictions in which it carries on business or owns property where so required by the laws of that jurisdiction and is not otherwise precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(c) Helios has full corporate power and authority to carry on its Business as now carried on by it, to enter into this Agreement and will have at the time of Closing, full power and authority to complete the Transactions and related transactions and to carry out its obligations hereunder. This Agreement has been, and the Transactions will be at the time of Closing, duly authorized by all necessary shareholder and corporate action on the part of Helios, and this Agreement constitutes a valid and binding obligation of Helios in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

(d) Helios is in material compliance with all Applicable Laws in the jurisdictions in which it carries on business and which may materially affect Helios, has not received a notice of non-compliance, nor does Helios know of any facts that could give rise to a notice of such non-compliance with any such laws, regulations and statutes, and Helios is not aware of any pending change or contemplated change to any Applicable Law or governmental position that would materially affect the Business of Helios or the Business or legal environment under which Helios operates;

(e) as of the date hereof, the corporate records and minute books of Helios are, in all material respects, complete and accurate in accordance with all Applicable Law;

(f) none of Helios nor any director, officer, employee, consultant, or representative of Helios or any of its subsidiaries (i) is or has been in violation of any applicable anti-bribery or anti-corruption laws, including the *Corruption of Foreign Public Officials Act* (Canada) and (ii) has directly or indirectly made, offered, promised, or authorized any payment, gift, promise or other advantage to any official associated in any manner with any Governmental Entity, government official or any political party for the purpose of

influencing any such Person to obtain or retain improper advantage for Helios or any of its subsidiaries, in violation of any Applicable Law.

(g) the authorized capital of Helios consists of an unlimited number of Helios Shares, of which 36,530,002 Helios Shares are issued and outstanding as fully paid and non-assessable as of the date of this Agreement, and, such shares are and will be at the time of Closing free and clear of any and all trading restrictions (except pursuant to Applicable Laws, or as provided for herein and in the articles or notice of articles of Helios), liens, charges or Encumbrances of any kind whatsoever. Other than the Helios Warrants, no Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of Helios or any other security convertible into or exchangeable for any such shares, or to require Helios to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital;

(h) other than the Helios Warrants, Helios is not party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement for the purchase, subscription or issuance of any Helios Shares or securities convertible into or exchangeable for Helios Shares;

(i) all securities of Helios have been and will be issued in compliance with all Applicable Laws, including the Securities Acts. There are no outstanding contractual or other obligations of Helios to repurchase, redeem or otherwise acquire any of Helios's securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Helios having the right to vote with the holders of the outstanding Helios Shares on any matters;

(j) all financial, marketing, sales and operational information provided to the Issuer does not contain any misrepresentations (as such term is defined in the Securities Acts) and does not omit to state a material fact (as such term is defined in the Securities Acts) which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;

(k) [intentionally deleted]

(l) to the knowledge of Helios, Helios has complied fully in all material respects with the requirements of all Applicable Laws and administrative policies and directions, including, without limitation, the Securities Acts, in relation to the issue of its securities;

(m) Helios has delivered to the Issuer a list setting forth each of the following contracts and other agreements to which Helios or any of its subsidiaries is a party to or bound:

(i) each agreement involving aggregate consideration in excess of $5,000 or requiring performance by any party more than one year from the date hereof, which, in each case, cannot be cancelled by Helios without penalty or without more than one year's notice;

(ii) all agreements, instruments, certificates and other documentation that relates to the Helios Retained Assets;

(iii) all agreements that relate to the acquisition of any business, a material amount of shares or assets of any other Person or any real property (whether by amalgamation, sale or issue of shares, sale of assets or otherwise), in each case involving amounts in excess of $50,000; and

(iv) except for agreements relating to trade receivables, all agreements relating to indebtedness (including guarantees) of Helios or any of its subsidiaries, in each case having an outstanding amount in excess of $5,000,

(the "**Helios Material Contracts**").

The Helios Material Contracts are in full force and effect, and Helios is entitled to all rights and benefits thereunder in accordance with the terms thereof. All the Helios Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Helios has complied in all material respects with all terms of the Helios Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of Helios or, to the knowledge of Helios, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the Helios Material Contracts. No consent is required nor is any notice required to be given under any Helios Material Contract from any party thereto or any other person in connection with the completion of the Transactions herein contemplated in order to maintain all rights of Helios under such contract.

(n) to the knowledge of Helios, except as disclosed to the Issuer in writing, there are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of Helios, threatened affecting Helios or affecting its property or assets at law or in equity before or by any Governmental Authority, including matters arising under Environmental Laws. Neither Helios nor its assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree;

(o) Helios has, and will have at the time of Closing, all rights, titles and interests in and to all of the Helios Retained Assets, free and clear of all Encumbrances whatsoever, and no Person, other than Helios, has, or will have at the time of Closing, any right, title or interest in or to any Helios Retained Assets;

(p) there are no material outstanding rights of first refusal, options, charges or other pre-emptive rights which entitle any person to acquire any of the Helios Retained Assets;

(q) Helios has obtained and is in compliance with all Permits required by Applicable Laws necessary to conduct its Business as now being conducted. To the knowledge of Helios, there are no facts, events or circumstances that would reasonably be expected to result in a failure to obtain or be in compliance with the Permits as are necessary to conduct its Business;

(r) Helios is not a party to any adverse actions, suits or proceedings which could materially affect its business or financial condition, and to the best of Helios's knowledge no such actions, suits or proceedings are contemplated or have been threatened;

(s) to the knowledge of Helios, there are no judgments against Helios which are unsatisfied, nor are there any consent decrees or injunctions to which Helios is subject;

(t) the Helios Shares are validly issued and outstanding as fully paid and non-assessable shares of Helios, free and clear of any and all liens, charges or Encumbrances of any kind whatsoever, other than restrictions on transfer imposed under Helios's articles;

(u) Helios is not subject to any regulatory decision or order prohibiting or restricting transfer of its securities;

(v) there are no material liabilities of Helios, whether direct, indirect, absolute, contingent or otherwise, except as disclosed in Helios's business records provided to the Issuer and related to the ordinary course of business;

(w) Helios has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any amounts due and payable to any Governmental Authority, to the extent that any of the foregoing is due and payable;

(x) there are no liens for taxes on the assets of Helios, except for taxes not yet due, and there are no audits of any of the tax returns of Helios, and there are no claims which have been or may be asserted relating to any such tax returns;

(y) other than accrued legal/accounting fees incurred in the ordinary course of business, Helios does not have any loans or other indebtedness outstanding and Helios is not a party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money (each, a "**Debt Instrument**") or any agreement, contract or commitment to create, assume or issue any Debt Instrument;

(z) Helios has not granted to a third party any security interest in respect of the Retained Assets thereof;

(aa) to the knowledge of Helios, there are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim, or the period for the collection or assessment or reassessment of taxes due from Helios for any taxable period and no request for any such waiver or extension is currently pending;

(bb) to the knowledge of Helios, Helios is not aware of any material contingent tax liabilities of Helios of any kind whatsoever or any grounds which would prompt a reassessment of Helios;

(cc) Helios is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person that are material to Helios, other than those specifically disclosed to the Issuer in writing prior to the date hereof, or incurred in the ordinary course of business;

(dd) since incorporation**,** the financial books, records and accounts of Helios have in all material respects, been maintained in accordance with Applicable Law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Helios;

(ee) the execution and delivery of this Agreement and the performance of Helios's obligations under this Agreement will not:

(i) conflict with, or result in the breach or the acceleration of, any indebtedness under, or constitute default under, the charter or constating documents of Helios, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which Helios is a party, or by which each one of them is

bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which each one of them is bound; or

(ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by Helios; or

(iii) violate the constating documents of Helios, or any resolutions of the directors or shareholders of Helios;

(ff) to the knowledge of Helios, Helios has in all material respects complied with and is not in violation of any Applicable Laws; and

(gg) all of the material transactions of Helios have been recorded or filed in, or with, the books or records of Helios and the minute books of Helios contain all records of the material meetings and proceedings of shareholders and directors of Helios actually held since its incorporation, as well as the current constating documents of Helios, and no modifications or alterations to such constating documents have been proposed or approved by its shareholders or directors.

8.3 **Survival** – The representations and warranties made by the parties under this Article 8 are true and correct as of the date hereof and shall be true and correct at the time of Closing as though they were made at that time. The representations in Sections 8.1 and 8.2 shall survive the time of Closing for a period of 12 months. After the expiration of such period, as applicable, no party shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such period, as applicable.

8.4 **Limitations on Representations and Warranties** – The parties shall not be deemed to have made any representation or warranty other than as expressly made in Sections 8.1 and 8.2 hereof. Notwithstanding anything to the contrary contained herein, no party hereto shall be liable for any losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if the party seeking indemnification for such losses had actual or constructive knowledge of such breach or inaccuracy before Closing.

9. CLOSING

9.1 **Closing Date** - The Closing shall take place on the Closing Date at the offices of Cozen O'Connor LLP, 2501 – 550 Burrard Street, Vancouver, British Columbia, or at such other time, date or place upon which Helios and the Issuer may mutually agree.

9.2 **Deliveries by Helios** - At the time of Closing, upon the fulfillment or waiver of all of the conditions set out in Article 7, Helios shall deliver to the Issuer the following documents:

(a) a certified true copy of the resolutions of the directors evidencing that the board of directors of Helios have approved this Agreement and all of the transactions of Helios contemplated hereunder;

(b) a certified true copy of the Helios Transaction Resolutions evidencing that the Helios Shareholders have approved the Helios Transaction Resolutions;

(c) the certificates referred to in Section 7.2(e) and Section 7.2(f);

(d) such other materials that are, in the opinion of the Issuer acting reasonably, required to be delivered by Helios in order for it to meet its obligations under this Agreement; and

(e) evidence satisfactory to the Issuer and its legal counsel, acting reasonably, of the completion of all corporate proceedings of Helios and all other matters which, in the reasonable opinion of counsel for the Issuer, are necessary in connection with the transactions contemplated by this Agreement.

9.3 **Deliveries by the Issuer** - At the time of Closing on the Closing Date, upon the fulfilment or waiver of all of the conditions set out in Article 7, the Issuer shall deliver to Helios:

(a) a certified true copy of the resolutions of the directors evidencing that the board of directors of the Issuer have approved this Agreement and all of the transactions of the Issuer contemplated hereunder;

(a.1) certified copy of the resolutions of the shareholder(s) of Subco evidencing their approval of the Amalgamation;

(b) the certificates referred to in Section 7.3(d) and Section 7.3(e);

(c) such other materials that are, in the opinion of Helios acting reasonably, required to be delivered by the Issuer in order for it to meet its obligations under this Agreement; and

(d) evidence satisfactory to Helios and its legal counsel, acting reasonably, of the completion of all corporate proceedings of the Issuer and all other matters which, in the reasonable opinion of counsel for Helios, are necessary in connection with the transactions contemplated by this Agreement.

10. ORDINARY COURSE

Until the time of Closing, neither Helios nor the Issuer shall, without the prior written consent of the other, enter into any contract in respect of its business or assets, other than in the ordinary course of business or the Transactions, and each party shall continue to carry on its Business and maintain its assets in the ordinary course of business, with the exception of the Transactions and reasonable costs incurred in connection with the Transactions and the Closing, and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses except otherwise permitted under this Agreement, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any senior officer, in each case without the prior written consent of the other.

11. TERMINATION

11.1 **Termination** - This Agreement may be terminated and the Amalgamation abandoned at any time prior to the Effective Time:

(a) by the mutual written consent of the Issuer and Helios;

(b) by either the Issuer or Helios, if there shall be any Applicable Law that makes consummation of the Amalgamation illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a competent Governmental Authority enjoining the Issuer or Helios from consummating the Amalgamation shall be entered and such judgment, injunction, order or decree shall have become final and non-appealable;

(c) by either the Issuer or Helios, if the Closing Date does not occur on or prior to the Outside Date provided, however, that the right to terminate this Agreement under this Section 11.1(c) shall not be available to any party whose failure or whose affiliate's

failure to perform any material covenant, agreement or obligation hereunder has been the cause of, or resulted in, the failure of the Closing Date to occur on or before such date;

(d) by the Issuer if any condition set out in Section 7.1 or 7.2 has not been satisfied (or is incapable of being satisfied) or has not been waived on or before the Outside Date provided, however, that the right to terminate this Agreement under this Section 11.1(d) shall not be available to any party whose failure or whose affiliate's failure to perform any material covenant, agreement or obligation hereunder has been the cause of, or resulted in, the failure of the Closing Date to occur on or before such date;

(e) by Helios if any condition set out in Section 7.1 or 7.3 has not been satisfied (or is incapable of being satisfied) or has not been waived on or before the Outside Date provided, however, that the right to terminate this Agreement under this Section 11.1(e) shall not be available to any party whose failure or whose affiliate's failure to perform any material covenant, agreement or obligation hereunder has been the cause of, or resulted in, the failure of the Closing Date to occur on or before such date;

(f) by the Issuer if there is a material breach by Helios of any of its representations, warranties, covenants or agreements contained in this Agreement that could reasonably be expected to cause a condition set forth in Section 7.1 or 7.3 which has not been waived to be incapable of being satisfied on or before the Outside Date;

(g) by the Issuer or Helios if the Helios Shareholders fail to approve the Amalgamation and Spin-Out in the manner required by law; or

(h) by Helios if there is a material breach by the Issuer or Subco of any representation, warranty, covenant or agreement contained in this Agreement that could reasonably be expected to cause a condition set forth in Section 7.1 or 7.3 which has not been waived to be incapable of being satisfied on or before the Outside Date.

11.2 **Effect of Termination** - If this Agreement is terminated in accordance with the provisions of Section 11.1, no party shall have any further liability to perform its obligations hereunder except for the provisions of this Section 11.2, Sections 6 or 13; provided that neither the termination of this Agreement nor anything contained in this Section 11.2 shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

12. STANDSTILL AGREEMENT

Until the earlier of (i) the Closing of the Transactions and (ii) the termination of this Agreement (the "**Exclusivity Termination Date**"), each party agrees that it will not, directly or indirectly, and will not authorize or permit any representative or agent thereof to, directly or indirectly, (a) solicit, initiate, encourage, engage in or respond to any inquiry or proposal regarding any merger, amalgamation, share exchange, business combination, take-over bid, sale or other disposition of all or substantially all of its assets, any recapitalization, reorganization, liquidation, material sale or issue of treasury securities or rights or interest therein or thereto or rights or options to acquire any material number of treasury securities or any type of similar transaction which would or could, in any case, constitute or result in a de facto change of control of either party or the disposition of substantially all of its assets (each an "**Acquisition Proposal**"), other than the Spin-Out and the Transactions, (b) encourage or participate in any discussions or negotiations regarding any Acquisition Proposal, (c) agree to, approve or recommend an Acquisition Proposal, or (d) enter into any agreement related to an Acquisition Proposal, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is satisfactory to, and is approved in writing in advance by the other party hereto or is necessary to carry on the normal course of business.

13. PUBLIC DISCLOSURE

13.1 **Restrictions on Disclosure** - No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by the Issuer or Helios without the prior written agreement of the other as to timing, content and method, provided that the obligations herein will not prevent the Issuer or Helios from making, after consultation with the other, such disclosure as its counsel advises is required by Applicable Law, including the rules and policies of the Exchange or as is required to carry out the transactions contemplated in this Agreement or the obligations of the Issuer or Helios.

13.2 **Confidentiality** - Except with the prior written consent of the other, each of the Issuer or Helios and its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the Issuer or Helios, as applicable concerning any of the Issuer, Helios and the Helios Shareholders in strictest confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Law, including the rules and policies of the Exchange. All such information in written or electronic form and documents will be promptly returned to the party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

14. GENERAL

14.1 **Time** - Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement and any waiver by the parties of this paragraph or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

14.2 **Entire Agreement** - This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

14.3 **Further Assurances** - The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing.

14.4 **Amendments** - No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in writing, executed by Helios and the Issuer.

14.5 **Notices** - Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mail to the Issuer or Helios (on its own behalf and on behalf of the Helios Shareholders) at their following respective addresses:

If to the Issuer or Subco:

Promino Nutritional Sciences Inc.
4145 North Service Road, 2nd Floor
Burlington, Ontario, L7L 6A3

Attention: Vito Sanzone
Email: vsanzone@drinkpromino.com

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

Cozen O'Connor LLP
2501 – 550 Burrard Street
Vancouver, BC, V6C 2B5

Attention: Brian Fast
Email: bfast@cozen.com

If to Helios:

Helios Helium Corp.
#301 – 850 West Hastings

Attention: Rasool Mohammad, President
Email: rasoolm@telus.net

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

Vantage Law Corporation
#1120 – 625 Howe Street

Attention: Toby Lim
Email: tlim@vantagelawcorp.com

or to such other addresses as may be given in writing by the Issuer or Helios, in the manner provided for in this paragraph, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt.

14.6 **Assignment** - This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

14.7 **Governing Laws** - This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby irrevocably and unconditionally attorn to the jurisdiction of the Courts of British Columbia.

14.8 **Counterparts** - This Agreement may be signed by fax, e-mail (scan) or other means of electronic transmission and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

14.9 **Severability** - If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

14.10 **Number and Gender** - Unless the context of this Agreement otherwise requires, to the extent necessary so that each clause will be given the most reasonable interpretation, the singular number will include the plural and vice versa, the verb will be construed as agreeing with the word so substituted, words importing the masculine gender will include the feminine and neuter genders, words importing persons will include firms and corporations and words importing firms and corporations will include individuals.

14.11 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

[*remainder of page intentionally left blank;*]

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

PROMINO NUTRITIONAL SCIENCES INC.

Per: *"Vito Sanzone"*

Name: Vito Sanzone
Title: Chief Executive Officer

1473935 B.C. LTD.

Per: *"Vito Sanzone"*

Name: Vito Sanzone
Title: Chief Executive Officer

HELIOS HELIUM CORP.

Per: *"Rasool Mohammad"*

Name: Rasool Mohammad
Title: President

SCHEDULE A
HELIOS RETAINED ASSETS

(a) C$1,000,000 in cash, with any US funds being deemed to be the equivalent of US$1.00 = C$1.37;

(b) the Bridge Loan;

(c) 2,000,000 common shares of Promino Nutritional Sciences Inc.;

(d) 925,037 Class A subordinate voting shares of Verses AI Inc.;

(e) 1,000,000 share purchase warrants of Promino Nutritional Sciences Inc., with each warrant exercisable to acquire one common share of Promino Nutritional Sciences Inc. at a price of $0.30 for a period of 24 months from their date of issuance; and

(f) 304,268 share purchase warrants of Verses AI Inc., with each warrant exercisable to acquire one Class A subordinate voting share of Verses AI Inc. at a price of $2.55 per share until July 6, 2026.

SCHEDULE B
AMALGAMATION APPLICATION

BC Registry Services

AMALGAMATION APPLICATION

FORM 13 – BC COMPANY

Section 275 *Business Corporations Act*

Telephone: 1 877 526-1526
www.bcregistryservices.gov.bc.ca

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

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

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

What kind of company(ies) will be involved in this amalgamation?
(Check all applicable boxes.)

- [x] BC company
- [ ] BC unlimited liability company

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

- [x] The name Promino Nutritional Holdings Inc. is the name reserved for the amalgamated company. The name reservation number is: NR 6942755,

OR

- [ ] The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

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

  The name of the amalgamating company being adopted is:

  _____

  The incorporation number of that company is: _____

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

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

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

OR

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

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

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

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

☐ The amalgamation is to take effect at _____ ☐ a.m. or ☐ p.m. Pacific Time on YYYY / MM / DD being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

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

	NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1.	1473935 B.C. Ltd.	BC1473935	
2.	Helios Helium Corp.	BC1408745	
3.			
4.			
5.			

F FORMALITIES TO AMALGAMATION

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

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

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

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

	NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1.		X	
2.		X	
3.		X	
4.		X	
5.		X	

NOTICE OF ARTICLES

A NAME OF COMPANY

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

Promino Nutritional Holdings Inc.

B TRANSLATION OF COMPANY NAME

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

C DIRECTOR NAME(S) AND ADDRESS(ES)

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

LAST NAME	FIRST NAME	MIDDLE NAME	
Sanzone	Vito		
[Redacted - Personal Information]	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS *[Redacted - Personal Information]*	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME	
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME	
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME	
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 2501-550 Burrard Street Vancouver	BC	V6C 2B5

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 2501-550 Burrard Street Vancouver	BC	V6C 2B5

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Suite 2501-550 Burrard Street Vancouver	BC	V6C 2B5

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Suite 2501-550 Burrard Street Vancouver	BC	V6C 2B5

F AUTHORIZED SHARE STRUCTURE

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

SCHEDULE C
ARTICLES OF AMALCO

PROMINO NUTRITIONAL HOLDINGS INC.
(the "Company")

The Company has as its articles the following articles.

Full name and signature of each incorporator	Date of signing
_____ VITO SANZONE	_____, 2024

Incorporation Number: _____.

PROMINO NUTRITIONAL HOLDINGS INC.
(the "Company")

ARTICLES

PROMINO NUTRITIONAL HOLDINGS INC.
(the "Company")

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

(1) "board of directors", "directors" and "board" mean the directors or sole director of the Company, as the case may be;

(2) "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(3) "*Interpretation Act*" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(4) "legal personal representative" means the personal or other legal representative of a shareholder, and includes a trustee in bankruptcy of the shareholder;

(5) "registered address" of a shareholder means that shareholder's address as recorded in the central securities register; and

(6) "seal" means the seal of the Company, if any.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

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

1.3 Conflicts Between Articles and the *Business Corporations Act*

If there is a conflict or inconsistency between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

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

2.2 Form of Share Certificate

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

2.3 Shareholder Entitled to Share Certificate or Acknowledgement

Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgement, and delivery of a share certificate or acknowledgement, for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

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

2.5 Replacement of Worn Out or Defaced Share Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate is worn out or defaced, the directors must, on production to them of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, the directors think fit:

(1) order the share certificate or acknowledgement, as the case may be, to be cancelled; and

(2) issue a replacement share certificate or acknowledgement, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Share Certificate or Acknowledgement

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

(1) proof satisfactory to the directors that the share certificate or acknowledgement is lost, stolen or destroyed; and

(2) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a

specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8 Share Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

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

3. ISSUE OF SHARES

3.1 Directors Authorized

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

3.2 Commissions and Discounts

The Company may at any time, pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage

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

3.4 Conditions of Issue

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

(1) consideration is provided to the Company for the issue of the share by one or more of the following:

(a) past services performed for the Company;

(b) property;

(c) money; and

(2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

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

4. SECURITIES REGISTERS

4.1 Central Securities Register

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

4.2 Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(1) a duly signed instrument of transfer in respect of the share has been received by the Company;

(2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(3) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement has been surrendered to the Company.

5.2 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, a transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.3 Signing of Instrument of Transfer

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

(1) in the name of the person named as transferee in that instrument of transfer; or

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

5.4 Enquiry as to Title Not Required

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

5.5 Transfer Fee

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

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in

accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OR REDEMPTION OF SHARES

7.1 Company Authorized to Purchase or Redeem Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase, redeem or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase or Redemption When Insolvent

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

(1) the Company is insolvent; or

(2) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

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

(1) is not entitled to vote the share at a meeting of its shareholders;

(2) must not pay a dividend in respect of the share; and

(3) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

(1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the directors consider appropriate;

(2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate;

(3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

(1) Subject to the *Business Corporations Act*, the Company may by resolution of the board of directors:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subject to Article 2.1, alter the identifying name of any of its shares;

(d) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(e) if the Company is authorized to issue shares of a class of shares with par value:

(A) decrease the par value of those shares; or

(B) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(f) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value; or

(g) subject to Article 2.1, otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Change of Name

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

9.3 Other Alterations

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

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

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

10.2 Resolution Instead of Annual General Meeting

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

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Location of Meeting

A general meeting of the Company may be held anywhere in the world as determined by the directors.

10.5 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

10.6 Record Date for Notice

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

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

If no record date is set, the record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5:00 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.8 Class Meetings and Series Meetings of Shareholders

Subject to the provisions of the *Business Corporations Act*, unless specified otherwise in these Articles or in the special rights and restrictions attached to any class or series of shares, the provisions of these Articles relating to general meetings will apply, with the necessary changes and so far as they are applicable, to a class meeting or series meeting of shareholders holding a particular class or series of shares.

10.9 Notice of Special Business at Meetings of Shareholders

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

(1) state the general nature of the special business; and

(2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

(a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

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

10.10 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

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

(1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of, or voting at, the meeting;

(2) at an annual general meeting, all business is special business except for the following:

(a) business relating to the conduct of, or voting at, the meeting;

(b) consideration of any financial statements of the Company presented to the meeting;

(c) consideration of any reports of the directors or auditor;

(d) the setting or changing of the number of directors;

(e) the election or appointment of directors;

(f) the appointment of an auditor;

(g) the setting of the remuneration of an auditor;

(h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

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

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two (2) shareholders entitled to vote at the meeting, present in person or represented by proxy.

11.4 One Shareholder May Constitute Quorum

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

(1) the quorum is one person who is, or who represents by proxy, that shareholder, and

(2) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

The directors, the president (if any), the chief executive officer (if any), the chief financial officer (if any), the chief operating officer (if any), the secretary (if any), the assistant secretary (if any), the auditor of the Company, the lawyers for the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

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

11.7 Lack of Quorum

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

(1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved; and

(2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9 Chair

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

(1) the chair of the board, if any;

(2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any; or

(3) such other person designated by the directors.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, the person appointed under section 11.9 above is not present within 15 minutes after the time set for holding the meeting, or if such person is unwilling to act as chair of the meeting, or if such person has advised the secretary, if any, or any director present at the meeting, that such person will not be present at the meeting, the directors present must

choose: one of their number, a senior officer or counsel to the Company to chair the meeting or if the director, senior officer or counsel present declines to take the chair or if the directors fail to so choose or if no director, senior officer or counsel is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

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

11.12 Notice of Adjourned Meeting

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

11.13 Decisions by Show of Hands or Poll

Every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

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

11.15 Motion Need Not be Seconded

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

11.16 Casting Vote

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

11.17 Manner of Taking Poll

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

(1) the poll must be taken:

(a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(b) in the manner, at the time and at the place that the chair of the meeting directs;

(2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(3) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

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

11.19 Chair Must Resolve Dispute

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

11.20 Casting of Votes

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

11.21 Demand for Poll

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

11.22 Demand for Poll Not to Prevent Continuance of Meeting

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

11.23 Retention of Ballots and Proxies

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

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

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

(1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

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

12.3 Votes by Joint Holders

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

(1) any one of the joint shareholders may vote at any meeting of the shareholders, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(2) if more than one of the joint shareholders is present at any meeting of the shareholders, personally or by proxy, and more than one of the joint shareholders votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

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

12.5 Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint a person to act as its representative at any meeting of the shareholders by written instrument, fax or any other method of transmitting legibly recorded messages and:

(1) for that purpose, the instrument appointing a representative must:

(a) be received at the registered office of the Company or at any other place specified for the receipt of proxies, in the notice calling the meeting, at least the number of business days for the receipt of proxies specified in the

notice, or if no number of days is specified in the notice, at least, two business days before the day set for the holding of the meeting; or

(b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

(2) if a representative is appointed under this Article 12.5:

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

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

12.6 Proxy Provisions Do Not Apply to All Companies

Article 12.9 does not apply to the Company if and for so long as it is a public company or a preexisting reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply. Sections 12.7 to 12.16 apply to the Company only insofar as they are not inconsistent with any applicable securities legislation and any regulations and rules made and promulgated under such legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commission or similar authorities appointed under that legislation.

12.7 Appointment of Proxy Holders

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

12.8 Alternate Proxy Holders

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

12.9 Validity of Proxy Vote

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

(1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.10 Form of Proxy

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

[*name of company*]
(the "Company")

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

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

Signed [month, day, year]

_____
[Signature of shareholder]

_____
[Name of shareholder- printed]

12.11 Deposit of Proxy

A proxy for a meeting of shareholders must be by written instrument, fax or any other method of transmitting legibly messages and must:

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

(2) unless the notice provides otherwise, be deposited at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.12 Revocation of Proxy

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

(1) received at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting at which the proxy is to be used; or

(2) deposited with the chair of the meeting, at the meeting, before any vote in respect of which the proxy is to be used shall have been taken.

12.13 Revocation of Proxy Must Be Signed

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

(1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative;

(2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.14 Production of Evidence of Authority to Vote

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

13. DIRECTORS

13.1 First Directors; Number of Directors

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

(1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;

(2) if the Company is a public company, the greater of three and the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4;

(3) if the Company is not a public company, the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

(1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

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

13.4 Qualifications of Directors

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

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

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

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

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

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

(1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

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

(1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

(1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

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

(3) the date on which his or her successor is elected or appointed; and

(4) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not reelected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to

these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies,

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

14.6 Remaining Directors Power to Act

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

14.7 Shareholders May Fill Vacancies

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

14.8 Additional Directors

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

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

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

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

(1) the term of office of the director expires;

(2) the director dies;

(3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

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

14.11 Removal of Director by Directors

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

15. POWERS AND DUTIES OF DIRECTORS

15.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

15.2 Appointment of Attorney of Company

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

16. DISCLOSURE OF INTEREST OF DIRECTORS

16.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

16.2 Restrictions on Voting by Reason of Interest

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

16.3 Interested Director Counted in Quorum

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

16.4 Disclosure of Conflict of Interest or Property

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

16.5 Director Holding Other Office in the Company

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

16.6 No Disqualification

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

16.7 Professional Services by Director or Officer

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

16.8 Director or Officer in Other Corporations

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

17. PROCEEDINGS OF DIRECTORS

17.1 Meetings of Directors

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

17.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the board, if present at the meeting, does not have a second or casting vote.

17.3 Chair of Meetings

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

(1) the chair of the board, if any;

(2) in the absence of the chair of the board, the president, if any, if the president is a director; or

(3) any other director chosen by the directors if:

(a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that the chair of the board and the president will not be present at the meeting.

17.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 17.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

17.5 Calling of Meetings

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

17.6 Notice of Meetings,

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 17.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in Article 23.1 or orally or by telephone.

17.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director if:

(1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(2) the director has waived notice of the meeting.

17.8 Meeting Valid Despite Failure to Give Notice

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

17.9 Waiver of Notice of Meetings

Any director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director.

17.10 Quorum

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

17.11 Validity of Acts Where Appointment Defective

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

17.12 Consent Resolutions in Writing

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

(a) in all cases, if each of the directors entitle to vote on the resolution consents to it in writing; or

(b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who are entitled to vote on the resolution consents to it in writing.

A consent in writing under this Article 17 may be evidence by signed document, fax, email or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one entire document. A resolution of the directors or of any committee of the directors passed in accordance with this Article 17.12 is deemed to effective on the date stated in the consent in writing and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to such meetings.

18. EXECUTIVE AND OTHER COMMITTEES

18.1 Appointment and Powers of Executive Committee

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

(1) the power to fill vacancies in the board of directors;

(2) the power to remove a director;

(3) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

18.2 Appointment and Powers of Other Committees

The directors may, by resolution:

(1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) the power to appoint or remove officers appointed by the directors; and

(3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

18.3 Obligations of Committees

Any committee appointed under Articles 18.1 or 18.2, in the exercise of the powers delegated to it, must:

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

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

18.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 18.1 or 18.2:

(1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(2) terminate the appointment of, or change the membership of, the committee; and

(3) fill vacancies in the committee.

18.5 Committee Meetings

Subject to Article 18.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 18.1 or 18.2:

(1) the committee may meet and adjourn as it thinks proper;

(2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(3) a majority of the members of the committee constitutes a quorum of the committee; and

(4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

19. OFFICERS

19.1 Directors May Appoint Officers

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

19.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

(1) determine the functions and duties of the officer;

(2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

19.3 Qualifications

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

19.4 Remuneration and Terms of Appointment

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

20. INDEMNIFICATION

20.1 Definitions

In this Article 20:

(1) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(2) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director, officer, or former officer of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director, former director, officer or former officer of the Company:

(a) is or may be joined as a party; or

(b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(3) "expenses" has the meaning set out in the *Business Corporations Act*.

20.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act,* the Company shall, to the fullest extent permitted by law, indemnify a director, former director, officer or former officer of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company may, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Subject to section 163 of the Business Corporations Act and subsection 162(2) of the Business Corporations Act, the Company shall pay, as they are incurred in advance of the final disposition of an eligible proceeding, the expenses actually and reasonably incurred by an eligible party in respect of that proceeding. The company must not make the payments referred to above unless the Company first receives from the eligible party a written undertaking that, if it is ultimately determined that the payment of expenses is prohibited by section 163 of the Business Corporations Act, the eligible party will repay the amounts advanced. The rights of indemnification and advancement of expenses contained in this Article shall not be exclusive of any other rights to indemnification or similar protection to which any eligible party may be entitled under any agreement, vote of shareholders or disinterested directors, insurance policy or otherwise. Each director and officer is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

20.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

20.4 Non-Compliance with Business Corporations Act

The failure of a director, former director, officer or former officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

20.5 Company May Purchase Insurance

To the extent determined commercially reasonable by the directors of the Company, the Company may purchase and maintain director and officer insurance on terms and with the amount of coverage as may be determined commercially reasonable by the directors of the Company for the benefit of any person (or his or her heirs or legal personal representatives) who:

(1) is or was a director, officer, employee or agent of the Company;

(2) is or was a director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity; against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

20.6 Heirs and Beneficiaries

The rights created by this Article shall inure to the benefit of each eligible party and each heir, executor and administrator of such Indemnified Person.

20.7 Effect of Amendment

Neither the amendment, modification nor repeal of this Article nor the adoption of any provision in these Articles inconsistent with this Article 20 shall adversely affect any right or protection of any eligible party with respect to any act or omission that occurred prior to the time of such amendment, modification, repeal or adoption.

21. DIVIDENDS

21.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 21 are subject to Article 2.1 and to the rights, if any, of shareholders holding shares with special rights as to dividends.

21.2 Declaration of Dividends

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

21.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 21.2.

21.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5:00 p.m. on the date on which the directors pass the resolution declaring the dividend.

21.5 Manner of Paying Dividend

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

21.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 21.5, the directors may settle the difficulty as the directors deem advisable, and, in particular, may:

(1) set the value for distribution of specific assets;

(2) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

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

21.7 When Dividend Payable

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

21.8 Dividends to be Paid in Accordance with Number of Shares

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

21.9 Receipt by Joint Shareholders

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

21.10 Dividend Bears No Interest

No dividend bears interest against the Company.

21.11 Fractional Dividends

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

21.12 Payment of Dividends

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

21.13 Capitalization of Surplus

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

22. DOCUMENTS, RECORDS AND REPORTS

22.1 Recording of Financial Affairs

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

22.2 Inspection of Accounting Records

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

23. NOTICES

23.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(1) mail addressed to the person at the applicable address for that person as follows:

(a) for a record mailed to a shareholder, the shareholder's registered address;

(b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the mailing address of the intended recipient;

(2) delivery at the applicable address for that person as follows, addressed to the person:

(a) for a record delivered to a shareholder, the shareholder's registered address;

(b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the delivery address of the intended recipient;

(3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(5) making the record available for public electronic access in accordance with the procedures referred to as 'notice-and-access" under National Instrument 54-101 and National Instrument 51-102, as applicable, of the Canadian Securities Administrators, or in accordance with similar electronic delivery or access method permitted by applicable securities legislation from time-to-time; or

(6) physical delivery to the intended recipient.

23.2 Deemed Receipt of Mailing

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

(1) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 23.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing;

(2) faxed to a person to the fax number provided by that person referred to in Article 23.1 is deemed to be received by the person to whom it was faxed on the day it was faxed;

(3) e-mailed to a person to the email address provided by that person referred to in Article 23.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed; or

(4) made available for public electronic access in accordance with the procedures referred to as 'notice-and-access" or similar delivery procedures referred to in Article 23.1(5) is deemed to be received by the person on the date it was made available for public electronic access.

23.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 23.1, prepaid and mailed or otherwise sent as permitted by Article 23.1 is conclusive evidence of that fact.

23.4 Notice to Joint Shareholders

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

23.5 Notice to Trustees

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

(1) mailing the record, addressed to such person:

(a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

24. SEAL

24.1 Who May Attest Seal

Except as provided in Articles 24.2 and 24.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(1) any two directors;

(2) any officer, together with any director;

(3) if the Company only has one director, that director; or

(4) any one or more directors or officers or persons as may be determined by the directors.

24.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 24.1, the impression of the seal may be attested by the signature of any director or officer.

24.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as the directors may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

25. PROHIBITIONS

25.1 Definitions

In this Article 25:

(1) "designated security" means:

(a) a voting security of the Company;

(b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or

(c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);

(2) "security" has the meaning assigned in the *Securities Act* (British Columbia);

(3) "voting security" means a security of the Company that:

(a) is not a debt security, and

(b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

25.2 Application

Article 25.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

25.3 Consent Required for Transfer of Shares or Designated Securities

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

26. ADVANCE NOTICE PROVISIONS

26.1 Nomination of Directors

(1) Nominations of persons for election to the Board may be made at any Annual Meeting of shareholders or at any Special Meeting of shareholders if one of the purposes for which the Special Meeting was called was the election of directors. In order to be eligible for election to the Board at any Annual Meeting or Special Meeting of shareholders, persons must be nominated in accordance with one of the following procedures:

(a) by or at the direction of the Board or an authorized officer, including pursuant to a notice of meeting;

(b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Business Corporations Act* (the "BCA"), or a requisition of the shareholders made in accordance with the provisions of the BCA; or

(c) by any person (a "Nominating Shareholder"): (A) who, at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for below in this Article 26.1 and at the close of business on the record date for notice of such meeting, is entered in the central securities register of the Company as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 26.1.

(2) In addition to any other requirements under applicable laws, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must give notice which is both timely (in accordance with paragraph (3) below) and in proper written form (in accordance with paragraph (4) below) to the secretary of the Company at the principal executive offices of the Company.

(3) A Nominating Shareholder's notice to the secretary of the Company will be deemed to be timely if:

(a) in the case of an Annual Meeting of shareholders, such notice is made not less than 30 nor more than 65 days prior to the date of the Annual Meeting of Shareholders; provided, however, that in the event that the Annual Meeting of Shareholders is to be held on a date that is less than 50 days after the date (the "Notice Date") on which the first public announcement of the date of the Annual Meeting is made, notice by the Nominating Shareholder is made not later than the close of business on the 10th day following the Notice Date; and

(b) in the case of a Special Meeting (which is not also an Annual Meeting) of Shareholders called for the purpose of electing directors (whether or not called for other purposes), such notice is made not later than the close of business on the 15th day following the day on which the first public announcement of the date of the Special Meeting of Shareholders was made. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement of this paragraph (3).

For greater certainty, the time periods for the giving of notice by a Nominating Shareholder as aforesaid shall, in all cases, be determined based on the original date of the applicable Annual Meeting or Special Meeting, and in no event shall any adjournment or postponement of an Annual Meeting or Special Meeting or the announcement thereof commence a new time period for the giving of such notice.

(4) A Nominating Shareholder's notice to the secretary of the Company will be deemed to be in proper form if:

(a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director, such notice sets forth: (A) the name,

age, business address and residential address of the person; (B) the principal occupation or employment of the person; (C) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; and (D) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the BCA and Applicable Securities Laws (as defined in paragraph (7) below); and

(b) as to the Nominating Shareholder giving the notice, such notice sets forth any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Company and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Business Corporations Act and Applicable Securities Laws (as defined in paragraph (7) below).

(5) The Company may require any proposed nominee for election as a Director to furnish such additional information as may reasonably be requested by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.

(6) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 26.1; provided, however, that nothing in this Article 26.1 shall be deemed to restrict or preclude discussion by a shareholder (as distinct from the nomination of directors) at an Annual Meeting or Special Meeting of any matter that is properly brought before such meeting pursuant to the provisions of the BCA or at the discretion of the Chairman of the meeting. The Chairman of the meeting shall have the power and duty to determine whether any nomination for election of a director was made in accordance with the procedures set forth in this Article 26.1 and, if any proposed nomination is not in compliance with such procedures, to declare such nomination defective and that it be disregarded.

(7) For purposes of this Article 26:

(a) "**Annual Meeting**" means any annual meeting of Shareholders;

(b) "**Applicable Securities Laws**" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such laws and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission or similar securities regulatory authority of each province and territory of Canada;

(c) "**BCA**" means the *Business Corporations Act* (British Columbia), as amended;

(d) "**Board**" means the board of directors of the Company as constituted from time to time;

(e) "**Public Announcement**" means disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval (SEDAR+) at www.sedarplus.ca; and

(f) "**Special Meeting**" means any special meeting of Shareholders if one of the purposes for which such meeting is called is the election of directors.

(8) Notwithstanding any other provision of this Article 26.1, notice given to the secretary of the Company pursuant to this Article 26.1 may only be given by personal delivery, facsimile transmission or by email (at such email address as may be stipulated from time to time by the secretary of the Company for purposes of this Article 26.1), and shall be deemed to have been given and made only at the time it is served by personal delivery to the secretary at the address of the principal executive offices of the Company, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.

(9) Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement of this Article 26.1.

26.2 Application

(1) Article 26.1 does not apply to the Company in the following circumstances:

(a) if and for so long as the Company is not a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply; or

(b) to the election or appointment of a director or directors in the circumstances set forth in Article 14.7.

(2) Any director or officer of the Company is hereby authorized and directed for and in the name of and on behalf of the Company to execute or cause to be executed, whether under corporate seal of the Company or otherwise, and to deliver or make or cause to be delivered or made all such filings and documents, and to do or cause to be done all such acts and things, as in the opinion of such director or officer may be necessary or desirable in connection with the foregoing.