

VEGANO FOODS INC.

AND

1425783 B.C. LTD.

AND

RUDDER SUPPLEMENTS CORP.

AMALGAMATION AGREEMENT

July 11, 2023

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 11th day of July 2023.

AMONG:

VEGANO FOODS INC., a corporation existing under the laws of the Province of British Columbia (“**Vegano**”)

AND:

1425783 B.C. LTD., a corporation existing under the laws of the Province of British Columbia (“**SubCo**”)

AND:

RUDDER SUPPLEMENTS CORP., a corporation existing under the laws of the Province of British Columbia (“**Rudder**”)

WHEREAS Vegano is a plant-based online marketplace company with common shares listed on the CSE;

AND WHEREAS SubCo is a wholly-owned subsidiary of Vegano;

AND WHEREAS Rudder is a privately held company that produces and distributes health supplements and beverages through a combination of direct-to-consumer sales and distribution partnerships;

AND WHEREAS the parties have agreed to complete an acquisition transaction and structure the acquisition by way of a three-cornered amalgamation in accordance with the provisions of the *Business Corporations Act* (British Columbia);

AND WHEREAS the parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the above premises and of the covenants, agreements, representations, and warranties hereinafter contained, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

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

- (a) “**Acquisition Proposal**” has the meaning set out in section 3.2(d) hereof.
- (b) “**Agreement**”, “**this Agreement**”, “**herein**”, “**hereby**”, “**hereof**”, “**hereunder**”, and similar expressions mean or refer to this agreement and any amendments hereto.
- (c) “**AmalCo**” means the amalgamated corporation to be constituted upon completion of the Amalgamation.

- (d) “**AmalCo Shares**” means the common shares in the capital of AmalCo.
- (e) “**Amalgamation**” means the amalgamation of Rudder and SubCo pursuant to Section 269 of the BCBCA on the terms and conditions provided for herein to form AmalCo to be effective at the Effective Time.
- (f) “**Amalgamation Application**” means the amalgamation application providing for the Amalgamation to be filed with the BC Registrar pursuant to Section 275 of the BCBCA, substantially in the form set forth in Schedule A attached hereto.
- (g) “**Anti-Money Laundering Laws**” has the meaning set out in section 4.2(gg) hereof.
- (h) “**Assets and Properties**” with respect to any Person means all assets and properties of every kind, nature, character, and description (whether real, personal, or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person.
- (i) “**Authorization**” means with respect to any Person, any order, permit, approval, consent, waiver, license or similar authorization of any Governmental Authority having jurisdiction over the Person, whether by expiry or termination of an applicable waiting period or otherwise, that is binding upon or applicable to such Person, or its business, assets, or securities.
- (j) “**BCBCA**” means the *Business Corporations Act* (British Columbia).
- (k) “**BC Registrar**” means the registrar of companies appointed under section 400 of the BCBCA.
- (l) “**Business Day**” means any day other than a Saturday or Sunday or a day when banks in the City of Vancouver are not open for business.
- (m) “**Certificate of Amalgamation**” means the certificate of amalgamation for the Amalgamation issued pursuant to Section 281 of the BCBCA.
- (n) “**Confidential Information**” means any information concerning a party (the “**Disclosing Party**”) or its business, Assets and Properties made available to another party or its representatives (the “**Receiving Party**”); provided that it does not include information which (i) is generally available to or known by the public other than as a result of improper disclosure by the Receiving Party, or (ii) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that such source was not bound by a duty of confidentiality to the Disclosing Party or another party with respect to such information.
- (o) “**Contract**” means all agreements, contracts, or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, purchase agreements, fulfillment agreements, distribution partnerships, supply agreements, distribution agreements, loan documents and security documents.
- (p) “**CSE**” means the Canadian Securities Exchange.

- (q) “**CSE Approval**” means the CSE’s approval of the Amalgamation and all transactions contemplated by this Agreement.
- (r) “**CSE Policies**” means the policies, rules, regulations, and notices of the CSE.
- (s) “**Disclosing Party**” has the meaning ascribed thereto in the definition of “**Confidential Information**”.
- (t) “**DRS**” direct registration system.
- (u) “**Effective Date**” means the effective date of the Amalgamation, which will be the date of the Certificate of Amalgamation.
- (v) “**Effective Time**” means the effective time at which the Amalgamation Application is filed and made effective on the Effective Date.
- (w) “**Governmental Authority**” means any:
 - (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign;
 - (ii) subdivision, agent, commission, official, agency, board or authority of any of the foregoing; or
 - (iii) quasi-governmental or private body (including the CSE) exercising any statutory, regulatory, expropriation or taxing authority under or for the account of any of the foregoing including any stock exchange.
- (x) “**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board, as applicable in Canada.
- (y) “**Material Adverse Change**” means, with respect to a party, any event or change that has had or would reasonably be likely to have a materially adverse effect on the party and for the purposes hereof, “**Material Adverse Effect**” means an effect that reasonably, individually or collectively with another state of facts or effects is materially adverse or may be expected to be materially adverse on the business, operations, results of operations, assets, liabilities or financial condition of the party and their respective subsidiaries other than any change, effect, event or occurrence: relating to the global economy or securities markets in general or affecting the supplement, beverage, or food product industries in general, and which does not have a materially disproportionate effect on the party;
- (z) “**parties**” means Vegano, Rudder, and SubCo; and “**party**” means any one of them.
- (aa) “**Person**” includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate, or other entity, whether or not it has legal status.

- (bb) **“Rudder”** means Rudder Supplements Corp., a corporation existing under the BCBCA with its registered and records office located in Vancouver, British Columbia.
- (cc) **“Rudder Financial Statements”** means the unaudited annual financial statements of Rudder for its initial 230 day period ended February 28, 2021, together with the unaudited financial statements of Rudder for the year ended February 28, 2022, attached hereto as Schedule C.
- (dd) **“Rudder Shareholder Approval”** means the approval by the Rudder Shareholders of the Amalgamation, and this Agreement, which Rudder will obtain by way of a written unanimous resolution of all the Rudder Shareholders.
- (ee) **“Rudder Shareholders”** means the holders of Rudder Shares.
- (ff) **“Rudder Shares”** means the common shares in the capital of Rudder.
- (gg) **“Receiving Party”** has the meaning ascribed thereto in the definition of **“Confidential Information”**.
- (hh) **“Registrar and Transfer Agent”** means Endeavor Trust Corporation and any other Person which may be appointed as registrar and transfer agent of Vegano, as applicable, from time to time.
- (ii) **“Securities Laws”** means all applicable securities laws, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices, and other regulatory instruments of the securities regulatory authorities in applicable jurisdictions, including the CSE Policies.
- (jj) **“SEDAR”** means the System for Electronic Document Analysis and Retrieval.
- (kk) **“SubCo”** means 1425783 B.C. Ltd., a wholly-owned subsidiary of Vegano, and a body corporate incorporated under the BCBCA with its registered and records office located in Vancouver, British Columbia.
- (ll) **“SubCo Shareholder Approval”** means the approval by Vegano, as the sole Shareholder of SubCo, of the Amalgamation, and this Agreement, which will be obtained by way of a written consent resolution of Vegano.
- (mm) **“Taxes”** means all taxes (including income tax, sales tax, value add tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.
- (nn) **“Termination Date”** means August 31, 2023, or such other date as Vegano and Rudder may agree upon in writing.
- (oo) **“Vegano”** means Vegano Foods Inc., a corporation existing under the BCBCA with its registered office located in Vancouver, British Columbia.

(pp) “Vegano Shares” means the common shares in the capital of Vegano.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, and sections is for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, and “hereunder” and similar expressions refer to this Agreement and not to any particular article, section, or other portion hereof and include any Agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

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

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day such action will be required to be taken on the next succeeding day which is a Business Day.

1.5 Rounding

In performing the various mathematical calculations required to be performed hereunder, all numbers will be rounded to the nearest four (4) decimal places.

1.6 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise indicated.

1.7 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Vegano or Rudder, as applicable, it will be deemed to refer to the actual knowledge after having made due inquiry of the officers and/or directors of the particular company.

1.8 Meanings

Words and phrases defined in the BCBCA will have the same meaning herein as in the BCBCA, unless otherwise defined herein or the context otherwise requires. Unless otherwise specifically indicated or the context otherwise requires “include”, “includes” and “including” will be deemed to be followed by the words “without limitation”.

1.9 References to Legislation

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

1.10 Accounting Matters

Unless otherwise stated, wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with IFRS, such reference will be deemed to be to the IFRS, as applicable, from time to time approved by the Canadian Accounting Standards Board or any successor institute, and applicable as at the date on which such calculation or action is made or taken or required to be made or taken.

ARTICLE 2 AMALGAMATION & OTHER TERMS

2.1 Amalgamation

On or before the Effective Date, subject to the terms and conditions of this Agreement and receipt of necessary approvals, Vegano, Rudder and SubCo will take all steps required to complete the Amalgamation and, without limitation, to apply for and obtain all consents, orders or approvals as are necessary or desirable for the implementation of the Amalgamation and the filing of the Amalgamation Application with the BC Registrar pursuant to the BCBCA. The parties will use their reasonable commercial efforts to cause the Effective Date to occur on or about July 14, 2023 or as soon thereafter as reasonably practicable and, in any event not later than the Termination Date.

2.2 AmalCo

The parties acknowledge and agree that:

- (a) **Name.** The name of AmalCo will be Rudder Supplements Corp.
- (b) **Registered Office.** The registered office of AmalCo will be situated at 1200 – 750 West Pender Street, Vancouver, BC, V6C 2T8.
- (c) **Authorized Capital.** AmalCo will be authorized to issue an unlimited number of AmalCo Shares.
- (d) **Restrictions on Share Transfer.** The transfer of AmalCo Shares will subject to the restrictions set out in its articles.
- (e) **Number of Directors.** The number of directors of AmalCo will be consistent with the articles of AmalCo from time to time.
- (f) **First Directors.** The number of first directors of AmalCo will be one (1) and the first director of AmalCo will be:

Name	Address
Gagandeep (Ricky) Singh Goraya	<i>[Address redacted]</i>

- (g) **Fiscal Year.** The fiscal year end of AmalCo will be March 31.
- (h) **Restrictions on Business.** There will be no restrictions on the business that AmalCo may carry on.

- (i) **Articles.** The articles of AmalCo will be the articles set out in Schedule B to this Agreement.

2.3 Effect of Certificate of Amalgamation

Upon the issuance of the Certificate of Amalgamation, subject to the BCBCA:

- (a) the amalgamation of Rudder and SubCo and their continuation as one corporation will be effective;
- (b) AmalCo will possess all the property, rights, privileges, and franchises and will be subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of Rudder and SubCo;
- (c) a conviction against, or ruling, order or judgment in favour of or against, either Rudder or SubCo will be enforceable by or against AmalCo;
- (d) AmalCo will be a wholly-owned subsidiary of Vegano; and
- (e) the aggregate stated capital of the AmalCo Shares will become an amount equal to the paid-up capital for purposes of the *Income Tax Act* (Canada) of the SubCo Shares and Rudder Shares immediately prior to the Effective Time.

2.4 Rudder Shares and SubCo Shares

Upon the terms and subject to the conditions set forth herein, at the time of the Amalgamation,

- (a) each one (1) outstanding Rudder Share (except for Rudder Shares held by holders that have validly exercised their dissent rights in connection with the Rudder Shareholder Approval, if any) will be exchanged for one (1) Vegano Share; and
- (b) each one (1) outstanding share of SubCo will be exchanged for one (1) fully paid and non-assessable AmalCo Share.

Rudder Shares held by holders who have validly exercised their dissent rights in connection with the applicable shareholder resolution to approve the Amalgamation in accordance with the BCBCA, if any, will not be exchanged pursuant to this Section 2.4. However, if any such dissenting holder fails to perfect or effectively withdraws its claim pursuant to the BCBCA or forfeits its right to make a claim under the BCBCA or if its rights as a Rudder Shareholder are otherwise reinstated, the Rudder Shares held by such holders will thereupon be deemed to have been exchanged as of the time of the Amalgamation in accordance with this Section. At the Effective Time, Vegano will issue the Vegano Shares to the Rudder Shareholders who hold Rudder Shares immediately prior to the Effective Time.

At the Effective Time, Vegano will provide the Registrar and Transfer Agent an irrevocable direction to issue the number of Vegano Shares issuable to Rudder Shareholders pursuant to the Amalgamation in accordance with the terms and conditions of this Agreement.

2.5 Certificates and DRS statements

At the Effective Time, the Rudder Shareholders will cease to be holders of Rudder Shares, and will be deemed to be registered holders of the Vegano Shares to which they are entitled in accordance with Section 2.4 hereof, Vegano will deliver such certificates or DRS advice statements or other evidence of ownership representing the number of Vegano Shares to which the Rudder Shareholders are entitled.

2.6 Fractional Securities

No fractional securities of Vegano will be issued. If a Rudder Shareholder would otherwise be entitled to a fractional Vegano Share upon the Amalgamation, the number of Vegano Shares issued to such Rudder Shareholder will be rounded up to the next greater whole number of such Vegano Shares if the fraction is 0.5 or greater and will be rounded down the next whole number of Vegano Shares if the fraction is less than 0.5. In calculating such fractional interests, all Vegano Shares, registered in the name of or beneficially held by a holder of Vegano Shares or their nominee will be aggregated.

2.7 CSE Policies

Rudder acknowledges that Vegano is subject to the CSE Policies and that the CSE Approval may be required. Rudder agrees to make available to Vegano all necessary information, records, personnel, financial statements, studies and other information as Vegano may require in connection with the preparation of Vegano's filings with the CSE and the CSE Approval, if required. After review of any disclosure documents prepared or required in connection with the Amalgamation, Rudder agrees to certify that the information in the disclosure documents and filings with respect to Rudder constitutes full, true and plain disclosure regarding Rudder.

2.8 Disclosure of Personal Information to the CSE

Rudder acknowledges that Vegano may be required to disclose information with respect to Rudder to the CSE or Governmental Authorities, including the names, shareholdings, and addresses of Rudder Shareholders, and Rudder consents to such disclosure. Such information will be used and disclosed by Vegano only as required to discharge its obligations under CSE Policies or applicable Securities Laws.

2.9 Due Diligence & Access to Information

Rudder acknowledges and agrees that completion of the Amalgamation is subject to Vegano's satisfactory completion of its legal and due diligence investigations, in the sole discretion of Vegano. Rudder will make available to Vegano and its legal counsel and other advisors, on a timely basis, all corporate records, material contracts, financial information, budgets and other relevant information necessary in order for Vegano to complete its due diligence investigation of the business and affairs of Rudder and its directors, officers, employees and key personnel. Rudder agrees that it will keep Vegano informed of all material business and financial developments affecting it, whether or not requested by Vegano or its legal counsel.

ARTICLE 3 COVENANTS

3.1 Covenants of Vegano

Vegano covenants and agrees with Rudder that Vegano will, from the date hereof to and including the Effective Date:

- (a) co-operate fully with Rudder and use all reasonable commercial efforts to assist Rudder in its efforts to complete the Amalgamation;
- (b) obtain and provide the SubCo Shareholder Approval by July 14, 2023;
- (c) make necessary filings and applications under applicable Securities Laws, federal, state and provincial laws and regulations required on the part of Vegano and SubCo in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;
- (d) use all commercially reasonable efforts to conduct its affairs so that all of Vegano and SubCo's representations and warranties contained herein will be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (e) immediately notify Rudder of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person or Governmental Authority, whether actual or threatened, with respect to the Amalgamation;
- (f) notify Rudder immediately upon becoming aware that any of the representations and warranties of Vegano or SubCo contained herein are no longer true and correct in any material respect;
- (g) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.1 hereof to be complied with; and
- (h) subject to the satisfaction of the conditions in Section 5.2 hereof, thereafter cause SubCo to file together with Rudder with the BC Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

3.2 Covenants of Rudder

Rudder covenants and agrees with Vegano and SubCo that Rudder will, from the date hereof to and including the Effective Date,:

- (a) co-operate fully with Vegano and to use all reasonable commercial efforts to assist Vegano and SubCo in its efforts to complete the Amalgamation;

- (b) operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice and keep Vegano apprised of all material developments thereto;
- (c) other than in contemplation of, or as required to give effect to, the Amalgamation, or as otherwise permitted pursuant to this Agreement, not, without the prior written consent of Vegano, directly or indirectly, do or permit to occur any of the following prior to the Effective Time:
 - (i) issue, sell, grant, pledge, lease, dispose of, encumber or create any encumbrance on, or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any encumbrance on, any securities of Rudder;
 - (ii) incur or commit to incur any debt, except in the ordinary and regular course of business, to finance its working capital requirements;
 - (iii) declare or pay any dividends or distribute any of its properties or assets to its shareholders;
 - (iv) enter into any material contracts;
 - (v) alter or amend its constating documents, other than as may be required in connection with the transactions contemplated herein;
 - (vi) engage in any business enterprise or other activity different from that carried on or contemplated by it as of the date hereof;
 - (vii) other than in the ordinary and regular course of business, sell, pledge, lease, dispose of, grant any interest in, encumber, or agree to sell, pledge, lease, dispose of, grant any interest in or encumber, any of its Assets and Properties, except where to do so would not have a Material Adverse Effect on Rudder;
 - (viii) redeem, purchase or offer to purchase any of Rudder's securities;
 - (ix) acquire, directly or indirectly, any assets, including securities of other companies; or
 - (x) use commercial reasonable efforts to take any action, or refrain from taking any action or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement, or that would reasonably be expected to materially impede the completion of the Amalgamation;
- (d) not, directly or indirectly, nor authorize or permit any of its affiliates or any of its or their respective directors, officers, employees or other representatives or agents to, directly or indirectly:
 - (i) solicit, initiate, induce or attempt to induce, negotiate, encourage, engage in, propose, cooperate, continue or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding), or respond to any inquiry, discussions, submissions, expressions of interest or proposals regarding, constituting or that may reasonably be expected

to lead to any activity, merger, amalgamation, arrangement, share exchange, business combination, take-over bid, sale or other disposition of all or substantially all of its assets, lease, long-term supply agreement, other arrangement having the same economic effect as a sale of all or substantially all of its assets, sale or grant of a royalty or similar transaction, recapitalization, reorganization, liquidation, sale or issue of treasury securities or rights or interest therein or thereto, grant of rights or options to acquire any number of treasury securities or any type of similar transaction or activity which would or could, in any case, constitute or result in a de facto change of control of Rudder or the disposition of substantially all of its assets, impede the completion of the Amalgamation, or oppose, conflict or compete with the Amalgamation (in any case, an “**Acquisition Proposal**”), other than the Amalgamation;

- (ii) encourage or participate in any discussions or negotiations regarding any Acquisition Proposal;
 - (iii) agree to, approve or recommend an Acquisition Proposal; or
 - (iv) enter into any agreement, arrangement or understanding related to an Acquisition Proposal.
- (e) use its commercially reasonable efforts to obtain all necessary consents, assignments, or waivers from third parties and amendments or terminations to any Contract or instrument, and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (f) obtain the Rudder Shareholder Approval by July 14, 2023;
- (g) promptly advise Vegano of any written notice of dissent or purported exercise by any Rudder Shareholder of dissent rights under the BCBCA in relation to the Amalgamation and any withdrawal of dissent rights received by Rudder and, subject to applicable law, any written communications sent by or on behalf of Rudder to any Rudder Shareholder exercising or purporting to exercise dissent rights in relation to the Amalgamation;
- (h) make necessary filings and applications under applicable federal, state and provincial laws and regulations required on the part of Rudder in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;
- (i) use all commercially reasonable efforts to conduct its affairs so that Rudder’s representations and warranties contained herein will be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (j) immediately notify Vegano in writing of: (i) any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person or Governmental Authority, whether actual or threatened, with respect to the Amalgamation or which could result in a Material Adverse Effect; and (ii) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that would reasonably be expected to

become a Material Adverse Change or to have a Material Adverse Effect, in respect of Rudder's business;

- (k) notify Vegano immediately upon becoming aware that any of the representations and warranties of Rudder contained herein are no longer true and correct in any material respect;
- (l) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.2 hereof to be complied with;
- (m) indemnify and save harmless Vegano and SubCo and their representatives, as applicable, from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which Vegano and/or SubCo and its representatives may be subject or which Vegano and/or SubCo or its representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any misrepresentation or alleged misrepresentation by Rudder in any material filed by or on behalf of Vegano in compliance or intended compliance with any applicable laws;
 - (ii) any order made or any inquiry, investigation or proceeding by any Governmental Authority based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation in the Rudder information provided by Rudder for inclusion in any material filed by or on behalf of Vegano in compliance or intended compliance with applicable Securities Laws, which prevents or restricts the trading in the Vegano Shares; and
 - (iii) Rudder not complying with any requirement of applicable laws in connection with the transactions contemplated in this Agreement;

except that, for greater certainty, Rudder will not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any misrepresentation or alleged misrepresentation of a material fact based solely on the gross negligence, fraud, willful misconduct, dishonesty or deceit of Vegano or SubCo;

- (n) timely furnish to Vegano all such necessary information, records, financial statements, other information concerning Rudder, as may be reasonably required documents related to the CSE Approval; and
- (o) subject to the satisfaction of the conditions in Section 5.1 hereof, Rudder shall file together with SubCo with the BC Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Vegano and SubCo

Vegano and SubCo represent and warrant to and in favour of Rudder as follows, and acknowledge that Rudder is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) Each of Vegano and SubCo is a corporation incorporated and validly existing under the laws of the jurisdiction of its incorporation and neither Vegano nor SubCo nor, to the knowledge of Vegano, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing Vegano's dissolution or winding up of Vegano or SubCo, and each of Vegano and SubCo has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations hereunder.
- (b) The authorized share structure of Vegano consists of an unlimited number of Vegano Shares, of which 19,156,479 Vegano Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of Vegano.
- (c) Other than SubCo and SMPL Oats Ltd., Vegano has no direct or indirect subsidiaries. All of the issued and outstanding securities of SubCo (being 100 common shares of SubCo) are held by Vegano.
- (d) Vegano became a "reporting issuer" (as that term is defined under applicable Securities Laws in each of the provinces of Ontario, Alberta, and British Columbia) on February 15, 2022, and is a reporting issuer as at the date hereof.
- (e) No consent, approval, order, or Authorization of, or registration, declaration or filing with, any third party or Governmental Authority is required by or with respect to Vegano or SubCo in connection with the execution and delivery of this Agreement by Vegano or SubCo, the performance of their obligations hereunder or the consummation by Vegano or SubCo of the transactions contemplated hereby other than:
 - (i) the SubCo Shareholder Approval;
 - (ii) the filing of the Amalgamation Application;
 - (iii) such registrations, approvals and other actions required under applicable Securities Laws as are contemplated by this Agreement (including the CSE Approval, if required) and registrations and applications required as a result of the formation of AmalCo; and
 - (iv) any filings with the BC Registrar under the BCBCA.
- (f) This Agreement has been duly authorized and executed by Vegano and SubCo and constitutes a valid and binding obligation of Vegano and SubCo and is enforceable against each of Vegano and SubCo in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that

rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

- (g) There are no actions, suits, proceedings, or inquiries, including, to the knowledge of Vegano, pending or threatened against or affecting Vegano or SubCo, at law or in equity, or before or by any Governmental Authority which in any way would have a Material Adverse Effect on Vegano, or could reasonably be expected to have a Material Adverse Effect on Vegano.
- (h) No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Vegano has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Vegano, threatened by any Governmental Authority.

4.2 Representations and Warranties of Rudder

Rudder represents and warrants to and in favour of Vegano and SubCo as follows, and acknowledges that Vegano and SubCo are relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) Rudder is a corporation validly existing under the laws of the Province of British Columbia and has all requisite corporate power and corporate authority and is duly qualified and holds all permits, licences, registrations, qualifications, consents and Authorizations necessary or required to carry on its business as now conducted in each of the jurisdictions it carries on business and to own, lease or operate its Assets and Properties and neither Rudder nor, to the knowledge of Rudder, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing Rudder's dissolution or winding up, and Rudder has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations.
- (b) Rudder has no subsidiaries.
- (c) Rudder has all necessary power, authority and capacity to enter into this Agreement, the Amalgamation Application and all other agreements and instruments to be executed by Rudder as contemplated hereby and thereby, and to perform its obligations hereunder, thereunder and under such other agreements and instruments. The execution and delivery of this Agreement, the Amalgamation Application and all other agreements and instruments to be executed by Rudder as contemplated hereby and thereby and the completion by Rudder of the Amalgamation and the other transactions contemplated by this Agreement have been authorized by the director(s) of Rudder and no other corporate proceedings on the part of Rudder are necessary to authorize this Agreement and the Amalgamation Application or to complete the Amalgamation and the other transactions contemplated by this Agreement other than the Rudder Shareholder Approval.
- (d) The authorized share structure of Rudder consists of an unlimited number of Rudder Shares, of which 10,000,000 Rudder Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of Rudder. There are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Rudder to issue or sell any Rudder Shares or any securities or obligations of any kind convertible into or exchangeable or exercisable

for any Rudder Shares. The list of Rudder Shareholders, as provided to Vegano, is accurate and will remain accurate immediately prior to the Effective Time.

- (e) Rudder has a net working capital of \$5,000 as at the date of this Agreement.
- (f) Rudder has good and marketable legal and beneficial title to its respective intellectual and other properties, business and assets or the interests in the intellectual and other properties, business or assets as disclosed to Vegano, all agreements by which Rudder holds an interest in its intellectual or other property, business or assets are in good standing according to their terms, and the intellectual and other properties are in good standing under the applicable laws of the jurisdictions in which they are situated and all filings required to maintain the intellectual and other properties in good standing have been properly recorded and filed in a timely manner with the appropriate regulatory body and there are no mortgages, liens, charges, encumbrances or any other interests in or on such intellectual or other properties.
- (g) The only material Contracts of Rudder are set out in Schedule E hereto and are in good standing and in full force and effect in all respects. Neither Rudder nor, to the knowledge of Rudder, any other party thereto is in default or breach of any material Contract of Rudder and, to the knowledge of Rudder, there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a default or breach under any material Contract of Rudder which would give rise to a right of termination on the part of any other party to a material Contract of Rudder.
- (h) The Rudder Shares are not, and will not be prior to the Effective Time, listed on any stock exchange.
- (i) Rudder has not incurred, authorized, agreed, or otherwise become committed to provide guarantees for borrowed money or incurred, authorized, agreed, or otherwise become committed for any indebtedness for borrowed money.
- (j) Except to the extent necessary to comply with applicable laws, Rudder is not a party to or bound or affected by any commitment, agreement, or document containing any covenant which expressly limits the freedom of Rudder to compete in any line of business, or to transfer or move any of its assets or operations, or which would materially impact the business practices, operations, or condition of Rudder, or which would prohibit or restrict Rudder from entering into and completing the Amalgamation.
- (k) The Rudder Financial Statements have been prepared in accordance with IFRS, consistently applied, and fairly present, in all material respects, the financial condition of Rudder as at the date indicated therein and the results of operations and cashflows for Rudder for the period covered therein, including all liabilities and there has been no change in accounting policies or practices of Rudder since February 28, 2022
- (l) There are reasonable grounds for believing that (i) Rudder is, and will be, able to pay its liabilities as they become due, and (ii) no creditor of Rudder will be prejudiced by the Amalgamation.
- (m) Rudder has no liabilities, contingent or otherwise, except those incurred in the ordinary course of business since the end date of the Rudder Financial Statements.

- (n) since February 28, 2022: (i) there has been no Material Adverse Change in respect of Rudder (or any condition, event or development involving a prospective change that would result in a Material Adverse Change to, or have a Material Adverse Effect on, Rudder); (ii) Rudder has conducted its businesses only in the ordinary and normal course; and (iii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to Rudder (taken as a whole) has been incurred other than in the ordinary and normal course
- (o) of business. Rudder has conducted and is conducting its business in compliance in all material respects with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on, is in compliance with all material terms and provisions of all contracts, agreements, indentures, leases, policies, instruments and licenses that are material to the conduct of its business and all such contracts, agreements, indentures, leases, policies, instruments and licenses are valid and binding in accordance with their terms and in full force and effect, in each case in all material respects, and no breach or default by Rudder or event which, with notice or lapse or both, could constitute a material breach or material default by Rudder, exists with respect thereto.
- (p) Rudder has not been, in any material respect, in violation of, in connection with the ownership, use, maintenance or operation of its Assets and Properties, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licences, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, “**environmental laws**”); without limiting the generality of the foregoing:
- (i) Rudder has received, handled, used, stored, treated, shipped and disposed of all pollutants, contaminants, hazardous or toxic materials, controlled or dangerous substances or wastes in material compliance with all applicable environmental laws and has received all permits, licenses or other approvals required of it under applicable environmental laws to conduct its business; and
- (ii) there are no orders, rulings or directives issued against Rudder, and there are no orders, rulings or directives pending or, to the knowledge of Rudder, threatened against Rudder under or pursuant to any environmental laws requiring any material work, repairs, construction or capital expenditures with respect to Rudder;
- (q) No notice with respect to any of the matters referred to in the immediately preceding paragraph, including any alleged violations by Rudder with respect thereto has been received by Rudder, and, to the knowledge of Rudder, no writ, injunction, order or judgement is outstanding, and no legal proceeding under or pursuant to any environmental laws or relating to the ownership, use, maintenance or operations of Rudder is in progress, threatened or, to the best of Rudder’s knowledge, pending, and, to the best of Rudder’s knowledge, there are no grounds or conditions which exist, on which any such legal proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the giving of notice or both, would give rise.
- (r) No consent, approval, order, or Authorization of, or registration, declaration or filing with, any third party or Governmental Authority is required by or with respect to Rudder in connection with the execution and delivery of this Agreement by Rudder, the performance

of its obligations hereunder or the consummation by Rudder of the transactions contemplated hereby other than:

- (i) the Rudder Shareholder Approval;
 - (ii) the filing of the Amalgamation Application;
 - (iii) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of AmalCo;
 - (iv) any filings with the BC Registrar under the BCBCA; and
 - (v) such registrations and other actions, if any, required under applicable laws to transfer all right and title to Rudder intellectual property, property, and other assets and Contracts to AmalCo.
- (s) The execution and delivery of this Agreement, the performance by Rudder of its obligations hereunder, and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both):
- (i) any statute, rule, or regulation applicable to Rudder;
 - (ii) the articles or resolutions of Rudder which are in effect as at the date hereof;
 - (iii) any Contract to which Rudder is a party or by which it is bound; or
 - (iv) any judgment, decree, or order binding Rudder of its Assets and Properties.
- (t) There are no agreements, covenants, undertakings, or other commitments of or on behalf of Rudder under which the completion of the Amalgamation or the other transactions contemplated by this Agreement would give a third party a right to terminate any material Contract of Rudder.
- (u) Rudder is not insolvent within the meaning of applicable bankruptcy, insolvency, or fraudulent conveyance laws. No act or proceeding has been taken by or against Rudder in connection with the dissolution, liquidation, winding up, bankruptcy, or reorganization of Rudder or the appointment of a trustee, receiver, manager or other administrator of Rudder or its properties or assets.
- (v) This Agreement has been duly authorized and executed by Rudder and constitutes a valid and binding obligation of Rudder and is enforceable against Rudder in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

- (w) There are no actions, suits, proceedings, or inquiries, including, to the knowledge of Rudder, pending or threatened against or affecting Rudder, at law or in equity, or before or by any Governmental Authority.
- (x) Rudder has no employees and is not a party to or bound by any contracts in respect of any employee, consultant, former employee, or former consultant. There is not any, nor any reasonably foreseeable, employment or occupational health and safety claim issued or pending against Rudder.
- (y) Rudder does not have any agreements, plans or practices relating to the payment of any management, consulting, service or other fees or any bonuses, pensions, share of profits or retirement allowance, insurance, health or other employee benefits or any plan for retirement, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by Rudder for the benefit of any current or former director, officer, employee or consultant of Rudder.
- (z) Rudder does not have any loan or other indebtedness outstanding which has been made to any of its shareholders, directors, officers or employees, past or present, or any Person not dealing at arm's-length (as such term is defined in the *Income Tax Act (Canada)*) with Rudder. Rudder has not engaged in any transaction with any non-arm's length Person.
- (aa) There are no shareholders' agreements, pooling agreements, escrow agreements, voting trusts, or other similar agreements with respect to the ownership or voting of the Rudder Shares.
- (bb) The corporate records and minute books of Rudder have been maintained in accordance with all applicable laws and are complete and accurate and contain copies of all material proceedings (or certified copies thereof) of the shareholders and the director of Rudder to the date hereof, to the extent that minutes exist and there have been no other meetings, resolutions or proceedings of the shareholders, or director of Rudder to the date hereof not reflected in such minute books. The financial books, records, and accounts, including but not limited to the Rudder Financial Statements, set out and disclose all material financial transactions of Rudder and such transactions have been accurately recorded in such books and records.
- (cc) Rudder's 2023 investor presentation, attached hereto as Schedule D, accurately describes the products, business, and operations of Rudder, and does not contain a misrepresentation.
- (dd) No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Rudder has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Rudder, are pending, contemplated, or threatened by any Governmental Authority.
- (ee) Rudder's insurance policies are valid and enforceable and in full force and effect, are underwritten by unaffiliated and reputable insurers, are sufficient for all applicable requirements of law and provide insurance, including liability and product liability insurance, in such amounts and against such risks as is customary for corporations engaged in businesses similar to that carried on by Rudder. Rudder is not in default in any respect

with respect to the payment of any premium or compliance with any of the provisions contained in any such insurance policy and has not failed to give any notice or present any claim within the appropriate time therefor. There are no circumstances under which Rudder would be required to or, in order to maintain its coverage, should give any notice to the insurers under any such insurance policy which has not been given. Rudder has not received notice from any of the insurers regarding cancellation of such insurance policy.

- (ff) Rudder is a taxable Canadian corporation and all Taxes due and payable or required to be collected or withheld and remitted by Rudder have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by Rudder have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Rudder, other than matters relating to GST, no examination of any tax return of Rudder is currently in progress by any Governmental Authority and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by Rudder. There is no legal proceeding, assessment, re-assessment or request for information outstanding or, to the knowledge of Rudder, threatened against Rudder with respect to Taxes or any matters under discussion with any Governmental Authority relating to Taxes. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Rudder. Rudder has complied with all registration, reporting, collection and remittance requirements in respect of all Applicable Laws in respect of sales tax.
- (gg) Rudder has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the Assets and Properties of Rudder that are material, and there are no audits pending of the tax returns of Rudder (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authority of any material deficiency. The Rudder Financial Statements fully reflect accrued liabilities for all Taxes which are not yet due and payable and for which tax returns are not yet required to be filed as of the date of such financial statements.
- (hh) Rudder has made available to Vegano all material information requested, including, financial, operational, and other information, in respect of Rudder and the business thereof, and all such information is true and correct in all material respects and no material fact or material facts have been omitted therefrom which would make such information misleading.
- (ii) There is no Person acting at the request or on behalf of Golden that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated hereby.
- (jj) The operations of Rudder are, and have been, conducted at all times in compliance with the applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdiction in which Rudder conducts business, the rules and regulations thereunder and any related or similar rules, regulations, or guidelines issued, administers, or enforced by a Governmental Authority (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or

governmental agency, authority or body or any arbitrator involving Rudder with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of Rudder, threatened.

- (kk) Rudder has not, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to Rudder and its operations.

ARTICLE 5 CONDITIONS PRECEDENT AND OTHER MATTERS

5.1 Conditions to Obligations of Rudder

The obligation of Rudder to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) except as affected by the transactions contemplated herein, the representations and warranties of Vegano and SubCo contained in Section 4.1 hereof will be true in all material respects on the Effective Date with the same effect as though such representations and warranties had been made at and as of such time (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties will be true and correct as of such earlier date), other than in respect of representations and warranties qualified by materiality or other concepts of materiality which representations and warranties will be true and correct, and Rudder will (if requested by Rudder) have received a certificate to such effect, dated the Effective Date, of an officer or director of Vegano acceptable to Rudder, to the best of his or her knowledge, having made reasonable inquiry;
- (b) Vegano and SubCo will have performed, fulfilled or complied with, in all material respects, all of their obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by them at or prior to the Effective Date and Rudder will have received a certificate (if requested by Rudder) of an officer or director of Vegano to such effect;
- (c) Vegano will have furnished Rudder with:
- (i) a copy of the resolutions of the board of directors of Vegano approving this Agreement and the consummation of the transactions contemplated herein; and
 - (ii) a copy of the SubCo Shareholder Approval authorizing and approving the Amalgamation;

- (d) Vegano or Rudder will have received all regulatory and third party approvals, Authorizations, and consents as are required to be obtained by Vegano or Rudder in connection with the Amalgamation, and any other applicable Governmental Authorities including the Rudder Shareholder Approval and CSE Approval, if required;
- (e) there will be no prohibition at law against completion of the Amalgamation;
- (f) Vegano will have delivered an irrevocable direction to issue Vegano Shares to satisfy the Vegano Shares payable to Rudder Shareholders pursuant to the Amalgamation; and
- (g) Vegano will have delivered such other materials and documents that are in the opinion of Rudder, acting reasonably, required to be delivered by Vegano in order for it to meet its obligations under this Agreement.

The conditions described above are for the exclusive benefit of Rudder and may be asserted by Rudder regardless of the circumstances or may be waived by Rudder in its sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which Rudder may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of SubCo and/or Rudder.

5.2 Conditions to Obligations of Vegano and SubCo

The obligation of Vegano and SubCo to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) except as affected by the transactions contemplated herein, the representations and warranties of Rudder contained in Section 4.2 hereof will be true in all material respects on the Effective Date with the same effect as though such representations and warranties had been made at and as of such time (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties will be true and correct as of such earlier date), other than in respect of representations and warranties qualified by materiality or other concepts of materiality which representations and warranties will be true and correct, and Vegano will have received (if requested by Vegano) a certificate to such effect, dated the Effective Date, of an officer or director of Rudder to the best of his or her knowledge having made reasonable inquiry;
- (b) Rudder will have performed, fulfilled, or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by it at or prior to the Effective Date and Vegano will have received (if requested by Vegano) a certificate of an officer or director of Rudder to such effect;
- (c) Vegano will have completed a due diligence review of Rudder, its business, affairs, Assets and Properties, records, and liabilities, and the results thereof will be satisfactory, in the sole discretion of Vegano.
- (d) Rudder will have furnished Vegano with:
 - (i) a copy of the resolutions of the board of directors of Rudder approving this Agreement and the consummation of the transactions contemplated therein; and

- (ii) a copy of the Rudder Shareholder Approval authorizing and approving the Amalgamation;
- (e) Vegano or Rudder will have received all regulatory and third party approvals, Authorizations, and consents as are required to be obtained by Vegano or Rudder in connection with the Amalgamation, including, but not limited to, Rudder Shareholder Approval and the CSE Approval, if required.
- (f) Rudder will have a net working capital of no less than \$5,000 on the Effective Date and will have provided evidence satisfactory to Vegano's (in Vegano's sole discretion) of such figure;
- (g) No dissent rights for the Amalgamation will have been exercised by Rudder Shareholders;
- (h) no Material Adverse Change will have occurred with respect to Rudder since the date of this Agreement; and
- (i) there will be no prohibition at law against the completion of the Amalgamation.

The conditions described above are for the exclusive benefit of Vegano and SubCo and may be asserted by Vegano, regardless of the circumstances, or may be waived by Vegano, in its sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which Vegano and SubCo may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of SubCo and/or Rudder.

5.3 Merger of Conditions

The conditions set out in Sections 5.1 and 5.2 hereof will be conclusively deemed to have been satisfied, waived or released on: (a) the filing by Rudder and SubCo of the Amalgamation Application with the BC Registrar; and (b) and issuance of the Vegano Shares to Rudder Shareholders who hold Rudder Shares immediately prior to the Effective Time.

ARTICLE 6 NOTICES

6.1 Notices

All notices, requests and demands hereunder, which may or are required to be given pursuant to any provision of this Agreement, will be given or made in writing and will be delivered by e-mail as follows:

- (a) to Vegano or SubCo, addressed to:
Vegano Foods Inc.
Attn: Conor Power
Email: [email redacted]
- (b) to Rudder, addressed to:
Rudder Supplements Corp.

Attn: Nader Vatanchi
Email: [email redacted]

or to such other e-mail addresses as the parties may, from time to time, advise to the other parties by notice in writing. All notices, requests and demands hereunder will be deemed to have been received, if delivered by e-mail, on the day on which it was delivered or transmitted (or, if such day is not a Business Day or if transmission is made on a Business Day after 5:00 p.m. (Vancouver Time), then it will be deemed to have been received on the next following Business Day).

ARTICLE 7 AMENDMENT AND TERMINATION OF AGREEMENT

7.1 Amendment

This Agreement may, at any time and from time to time before or after obtaining the approval of the board of directors of Vegano or Rudder Shareholder Approval, SubCo Shareholder Approval, be amended by written agreement of Vegano and Rudder without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

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

provided that no such amendment will change the provisions hereof regarding the consideration to be received by Rudder Shareholders without approval by such of Rudder Shareholders given in the same manner as required for the approval of the Amalgamation.

7.2 Rights of Termination

This Agreement may be terminated as follows:

- (a) by mutual agreement of Vegano and Rudder in writing;
- (b) by either Vegano or Rudder by notice to the other party if the Amalgamation is not completed by the Termination Date;
- (c) by Vegano, in the event of Rudder's unfulfillment of a condition in Section 5.2 by the Termination Date, provided that Vegano has provided Rudder notice in accordance with Section 7.3, and such unfulfilled condition remains uncured; or
- (d) by Rudder, in the event of Vegano unfulfillment of a condition in Section 5.1 by the Termination Date, provided that Rudder has provided Vegano notice in accordance with Section 7.3, and such unfulfilled condition remains uncured;

If this Agreement is terminated as aforesaid, the parties hereto will be released from all obligations under this Agreement other than the obligations that by their terms survive the termination of this Agreement (including the obligations with respect to confidentiality under Section 8.6 and the obligations with respect to costs under Section 8.7). If this Agreement is terminated in accordance with Section 7.2(c) or 7.2(d) all rights of specific performance against the non-performing party will terminate and, unless the terminating party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the non-performing party, the non-performing party will also be released from all obligations hereunder, except any liability expressly contemplated hereby; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfilment or non-performance of any other condition.

7.3 Notice of Unfulfilled Conditions

If either of Rudder or Vegano will determine at any time prior to the Effective Date that it intends to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, Rudder or Vegano, as the case may be, will so notify (in writing) the other party forthwith upon making such determination in order that such other party will have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within 10 Business Days (except that no cure period will be provided for a breach which by its nature cannot be cured or is a willful breach), but in no event later than the Termination Date.

ARTICLE 8 GENERAL

8.1 Entire Agreement

The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter herein and will supersede all previous oral or written communications, representations, undertakings and agreements with respect to such subject matter including the letter of intent dated June 12, 2023 between Vegano and Rudder.

8.2 Binding Effect

This Agreement will be binding upon and enure to the benefit of the parties.

8.3 Waiver and Modification

Vegano and Rudder may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. No waiver, or consent to the modification of any inaccuracy of any provision of this Agreement constitutes a waiver of or consent to any proceeding, continuing or succeeding inaccuracy of such provision or of any other provision of this Agreement. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

8.4 No Personal Liability

- (a) No director, officer, employee, or agent of Rudder will have any personal liability whatsoever to Vegano or SubCo under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of Rudder.
- (b) No director, officer, employee, or agent of either Vegano or SubCo will have any personal liability whatsoever to Rudder under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of Vegano.

8.5 Assignment

No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

8.6 Confidentiality

- (a) No filing, disclosure, or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated hereby will be made by Rudder or their representatives without the prior written agreement of the other parties as to timing, content and method.
- (b) Except as and only to the extent required by applicable law as agreed upon by the parties, a Receiving Party will not disclose or use, and it will cause its representatives not to disclose or use, any Confidential Information furnished, or to be furnished, by a Disclosing Party or its representatives to the Receiving Party or its representatives at any time or in any manner other than for purposes of evaluating the transactions proposed in this Agreement.
- (c) If this Agreement is terminated pursuant to Article 7, each Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information and any work product produced from such Confidential Information in its possession or in the possession of any of its representatives.

8.7 Costs

Each of the parties will be responsible for their own costs and charges incurred with respect to the transactions contemplated herein, including all costs and charges incurred prior to the date of this Agreement and all legal and accounting fees and disbursements relating to preparing the documents relating to the transactions contemplated herein or otherwise relating to the transactions contemplated herein.

8.8 Time of Essence

Time will be of the essence of this Agreement.

8.9 Joint Best Efforts

The parties hereto agree they will use their best efforts to complete the Amalgamation no later than two Business Days after receipt of Rudder Shareholder Approval.

8.10 Survival

The representations and warranties of each of Rudder, Vegano, and SubCo contained herein will survive the execution and delivery of this Agreement and will terminate on the earlier of the termination of this Agreement in accordance with its terms and the Effective Date.

8.11 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

8.12 Severability

In the event that any provisions contained in this Agreement will be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement will continue in force with respect to the enforceable provisions and all rights and remedies accrued under the enforceable provisions will survive any such declaration, and any non-enforceable provision will, to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal and unenforceable provision.

8.13 Further Assurances

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

8.14 Independent Legal Advice.

This Agreement has been prepared by legal counsel acting solely on behalf of Vegano and not on behalf of Rudder. Rudder acknowledges that it has been advised to obtain independent legal advice, and Rudder has had the opportunity to receive legal advice in connection with the execution of this Agreement and Rudder has either received such legal advice as Rudder has deemed necessary or Rudder has waived the right to such legal advice.

8.15 Counterparts and Electronic Copies

This Agreement may be executed in separate counterparts, and all such counterparts when taken together will constitute one agreement. The parties will be entitled to rely on delivery of an email in PDF or other electronic copy of the executed Agreement and such copy will be legally effective to create a valid and binding Agreement.

[Remainder of Page Intentionally Left Blank]

A-1

SCHEDULE A

Amalgamation Application

[Attached]


AMALGAMATION APPLICATION
BUSINESS CORPORATIONS ACT, section 275

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

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

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

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

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

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

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

(Check all applicable boxes.)

- BC company
- BC unlimited liability company

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

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

OR

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

OR

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

The name of the amalgamating company being adopted is:

Rudder Supplements Corp.

The incorporation number of that company is: _____

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

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

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

OR

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

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

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

YYYY / MM / DD

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

YYYY / MM / DD

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

E AMALGAMATING CORPORATIONS

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

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. Rudder Supplements Corp.	BC1257095	
2. 1425783 B.C. Ltd.	BC1425783	
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. Nader Vatanchi	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. Conor Power	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
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.

Rudder Supplements Corp.

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

Power

Conor

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

[Address Redacted]

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE

POSTAL CODE

[Address Redacted]

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE

POSTAL CODE

[Address Redacted]

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE

POSTAL CODE

[Address Redacted]

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE

POSTAL CODE

[Address Redacted]

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	✓		✓				✓

B-1

SCHEDULE B

Articles of AmalCo

[Attached]

ADOPTED on _____, 2023.

_____, Director

Incorporation Number:

**ARTICLES
OF
RUDDER SUPPLEMENTS CORP.**

1. INTERPRETATION 6

1.1 Definitions..... 6

1.2 Business Corporations Act and Interpretation Act Definitions Applicable..... 6

2. SHARES AND SHARE CERTIFICATES..... 6

2.1 Authorized Share Structure..... 6

2.2 Form of Share Certificate 6

2.3 Shareholder Entitled to Certificate or Acknowledgment..... 7

2.4 Delivery by Mail..... 7

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgment..... 7

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment 7

2.7 Splitting Share Certificates..... 7

2.8 Certificate Fee..... 7

2.9 Recognition of Trusts 7

3. ISSUE OF SHARES..... 8

3.1 Directors Authorized..... 8

3.2 Commissions and Discounts..... 8

3.3 Brokerage..... 8

3.4 Conditions of Issue 8

3.5 Share Purchase Warrants and Rights..... 8

4. SHARE REGISTERS 8

4.1 Central Securities Register 8

4.2 Closing Register..... 9

5. SHARE TRANSFERS 9

5.1 Private Issuer Restrictions..... 9

5.2 Registering Transfers where Certificate or Acknowledgement..... 9

5.3 Registering Transfers where no Certificate or Acknowledgement 9

5.4 Form of Instrument of Transfer 9

5.5 Transferor Remains Shareholder 9

5.6 Signing of Instrument of Transfer..... 10

5.7 Enquiry as to Title Not Required 10

5.8 Transfer Agent..... 10

5.9 Transfer Fee 10

6. TRANSMISSION OF SHARES..... 10

6.1 Legal Personal Representative Recognized on Death..... 10

6.2 Rights of Legal Personal Representative 10

6.3 Registration of Legal Personal Representative..... 11

7. PURCHASE AND REDEMPTION OF SHARES	11
7.1 <i>Company Authorized to Purchase or Redeem Shares</i>	11
7.2 <i>Purchase When Insolvent</i>	11
7.3 <i>Sale and Voting of Purchased Shares</i>	11
8. BORROWING POWERS	11
9. ALTERATIONS.....	12
9.1 <i>Alteration of Authorized Share Structure</i>	12
9.2 <i>Special Rights and Restrictions</i>	12
9.3 <i>Change of Name</i>	13
9.4 <i>Other Alterations</i>	13
10. MEETINGS OF SHAREHOLDERS.....	13
10.1 <i>Annual General Meetings</i>	13
10.2 <i>Consent Resolution Instead of Meeting of Shareholders</i>	13
10.3 <i>Calling of Meetings of Shareholders</i>	13
10.4 <i>Notice for Meetings of Shareholders</i>	13
10.5 <i>A Notice of Resolution to Which Shareholders May Dissent</i>	14
10.6 <i>Record Date for Notice</i>	14
10.7 <i>Record Date for Voting</i>	14
10.8 <i>Failure to Give Notice and Waiver of Notice</i>	14
10.9 <i>Notice of Special Business at Meetings of Shareholders</i>	14
10.10 <i>Location of Meetings of Shareholders</i>	15
11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS	15
11.1 <i>Special Business</i>	15
11.2 <i>Majority Required for a Special Resolution</i>	15
11.3 <i>Quorum</i>	16
11.4 <i>Other Persons May Attend</i>	16
11.5 <i>Requirement of Quorum</i>	16
11.6 <i>Lack of Quorum</i>	16
11.7 <i>Lack of Quorum at Succeeding Meeting</i>	16
11.8 <i>Chair</i>	16
11.9 <i>Selection of Alternate Chair</i>	16
11.10 <i>Adjournments</i>	17
11.11 <i>Notice of Adjourned Meeting</i>	17
11.12 <i>Decisions by Show of Hands, Verbal Statements, or Poll</i>	17
11.13 <i>Declaration of Result</i>	17
11.14 <i>Motion Need Not be Seconded</i>	17
11.15 <i>Casting Vote</i>	17
11.16 <i>Manner of Taking Poll</i>	17
11.17 <i>Demand for Poll on Adjournment</i>	18
11.18 <i>Chair Must Resolve Dispute</i>	18
11.19 <i>Casting of Votes</i>	18
11.20 <i>No Demand for Poll on Election of Chair</i>	18
11.21 <i>Demand for Poll Not to Prevent Continuance of Meeting</i>	18
11.22 <i>Retention of Ballots and Proxies</i>	18
12. VOTES OF SHAREHOLDERS.....	18
12.1 <i>Number of Votes by Shareholder or by Shares</i>	18
12.2 <i>Votes of Persons in Representative Capacity</i>	18

12.3	<i>Votes by Joint Holders</i>	19
12.4	<i>Legal Personal Representatives as Joint Shareholders</i>	19
12.5	<i>Representative of a Corporate Shareholder</i>	19
12.6	<i>Proxy Provisions Do Not Apply to All Companies</i>	19
12.7	<i>Appointment of Proxy Holders</i>	20
12.8	<i>Alternate Proxy Holders</i>	20
12.9	<i>When Proxy Holder Need Not Be Shareholder</i>	20
12.10	<i>Deposit of Proxy</i>	20
12.11	<i>Validity of Proxy Vote</i>	20
12.12	<i>Form of Proxy</i>	21
12.13	<i>Revocation of Proxy</i>	21
12.14	<i>Revocation of Proxy Must Be Signed</i>	21
12.15	<i>Production of Evidence of Authority to Vote</i>	21
13.	DIRECTORS	22
13.1	<i>First Directors; Number of Directors</i>	22
13.2	<i>Change in Number of Directors</i>	22
13.3	<i>Directors' Acts Valid Despite Vacancy</i>	22
13.4	<i>Qualifications of Directors</i>	22
13.5	<i>Remuneration of Directors</i>	22
13.6	<i>Reimbursement of Expenses of Directors</i>	23
13.7	<i>Special Remuneration for Directors</i>	23
13.8	<i>Gratuity, Pension or Allowance on Retirement of Director</i>	23
14.	ELECTION AND REMOVAL OF DIRECTORS	23
14.1	<i>Election at Annual General Meeting</i>	23
14.2	<i>Consent to be a Director</i>	23
14.3	<i>Failure to Elect or Appoint Directors</i>	23
14.4	<i>Places of Retiring Directors Not Filled</i>	24
14.5	<i>Directors May Fill Casual Vacancies</i>	24
14.6	<i>Remaining Directors' Power to Act</i>	24
14.7	<i>Shareholders May Fill Vacancies</i>	24
14.8	<i>Additional Directors</i>	24
14.9	<i>Ceasing to be a Director</i>	24
14.10	<i>Removal of Director by Shareholders</i>	25
14.11	<i>Removal of Director by Directors</i>	25
14.12	<i>Nominations Of Directors</i>	25
15.	ALTERNATE DIRECTORS	27
15.1	<i>Appointment of Alternate Director</i>	27
15.2	<i>Notice of Meetings</i>	27
15.3	<i>Alternate for More Than One Director Attending Meetings</i>	27
15.4	<i>Consent Resolutions</i>	28
15.5	<i>Alternate Director Not an Agent</i>	28
15.6	<i>Revocation of Appointment of Alternate Director</i>	28
15.7	<i>Ceasing to be an Alternate Director</i>	28
15.8	<i>Remuneration and Expenses of Alternate Director</i>	28
16.	POWERS AND DUTIES OF DIRECTORS	28
16.1	<i>Powers of Management</i>	28
16.2	<i>Appointment of Attorney of Company</i>	29
16.3	<i>Setting the Remuneration of Auditors</i>	29

17. DISCLOSURE OF INTERESTS OF DIRECTORS AND OFFICERS	29
17.1 <i>Obligation to Account for Profits.....</i>	29
17.2 <i>Restrictions on Voting by Reason of Interest.....</i>	29
17.3 <i>Interested Director Counted in Quorum</i>	29
17.4 <i>Disclosure of Conflict of Interest or Property.....</i>	29
17.5 <i>Director Holding Other Office in the Company</i>	29
17.6 <i>No Disqualification.....</i>	29
17.7 <i>Professional Services by Director or Officer.....</i>	30
17.8 <i>Director or Officer in Other Corporations.....</i>	30
18. PROCEEDINGS OF DIRECTORS	30
18.1 <i>Meetings of Directors.....</i>	30
18.2 <i>Voting at Meetings</i>	30
18.3 <i>Chair of Meetings</i>	30
18.4 <i>Meetings by Telephone or Other Communications Medium.....</i>	30
18.5 <i>Calling of Meetings.....</i>	31
18.6 <i>Notice of Meetings</i>	31
18.7 <i>When Notice Not Required.....</i>	31
18.8 <i>Meeting Valid Despite Failure to Give Notice</i>	31
18.9 <i>Waiver of Notice of Meetings</i>	31
18.10 <i>Quorum</i>	31
18.11 <i>Validity of Acts Where Appointment Defective.....</i>	31
18.12 <i>Consent Resolutions in Writing.....</i>	32
19. EXECUTIVE AND OTHER COMMITTEES	32
19.1 <i>Appointment and Powers of Executive Committee.....</i>	32
19.2 <i>Appointment and Powers of Other Committees.....</i>	32
19.3 <i>Obligations of Committees.....</i>	32
19.4 <i>Powers of Board.....</i>	33
19.5 <i>Committee Meetings</i>	33
20. OFFICERS.....	33
20.1 <i>Directors May Appoint Officers</i>	33
20.2 <i>Functions, Duties and Powers of Officers</i>	33
20.3 <i>Qualifications.....</i>	33
20.4 <i>Remuneration and Terms of Appointment</i>	34
21. INDEMNIFICATION.....	34
21.1 <i>Definitions.....</i>	34
21.2 <i>Mandatory Indemnification of Eligible Parties.....</i>	34
21.3 <i>Indemnification of Other Persons.....</i>	34
21.4 <i>Non-Compliance with Business Corporations Act</i>	34
21.5 <i>Company May Purchase Insurance.....</i>	34
22. DIVIDENDS	35
22.1 <i>Payment of Dividends Subject to Special Rights</i>	35
22.2 <i>Declaration of Dividends</i>	35
22.3 <i>No Notice Required.....</i>	35
22.4 <i>Record Date.....</i>	35
22.5 <i>Manner of Paying Dividend</i>	35
22.6 <i>Settlement of Difficulties</i>	35
22.7 <i>When Dividend Payable.....</i>	36

22.8	<i>Dividends to be Paid in Accordance with Number of Shares</i>	36
22.9	<i>Receipt by Joint Shareholders</i>	36
22.10	<i>Dividend Bears No Interest</i>	36
22.11	<i>Fractional Dividends</i>	36
22.12	<i>Payment of Dividends</i>	36
22.13	<i>Capitalization of Retained Earnings or Surplus</i>	36
23.	DOCUMENTS, RECORDS AND REPORTS	36
23.1	<i>Recording of Financial Affairs</i>	36
23.2	<i>Inspection of Accounting Records</i>	36
24.	NOTICES	37
24.1	<i>Method of Giving Notice</i>	37
24.2	<i>Deemed Receipt of Mailing</i>	37
24.3	<i>Certificate of Sending</i>	38
24.4	<i>Notice to Joint Shareholders</i>	38
24.5	<i>Notice to Legal Personal Representatives and Trustees</i>	38
24.6	<i>Undelivered Notices</i>	38
25.	SEAL	38
25.1	<i>Who May Attest Seal</i>	38
25.2	<i>Sealing Copies</i>	38
25.3	<i>Mechanical Reproduction of Seal</i>	39
26.	MECHANICAL REPRODUCTIONS OF SIGNATURES	39
26.1	<i>Instruments may be Mechanically Signed</i>	39
26.2	<i>Definitions of Instruments</i>	39
27.	PROHIBITIONS	39
27.1	<i>Definitions</i>	39
27.2	<i>Application</i>	40
27.3	<i>Consent Required for Transfer of Shares or Designated Securities</i>	40

PROVINCE OF BRITISH COLUMBIA

Business Corporations Act

Articles of Rudder Supplements Corp.
(the “Company”)

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (a) “board of directors”, “directors” and “board” mean the directors or sole director of the Company for the time being;
- (b) “*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;
- (c) “*Interpretation Act*” means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (d) “legal personal representative” means the personal or other legal representative of the shareholder;
- (e) “registered address” of a shareholder means the shareholder’s address as recorded in the central securities register;
- (f) “seal” means the seal of the Company, if any;
- (g) “solicitor of the Company” means any partner, associate or articled student of the law firm retained by the Company in respect of the matter in connection with which the term is used.

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 and form a part of these Articles. 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. 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 shall be in such form as the directors may determine and approve and must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

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

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment 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 Certificate or Acknowledgement

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

- (a) order the share certificate or acknowledgment, as the case may be, to be cancelled; and
- (b) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

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

- (a) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and
- (b) 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 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 required by law or

statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights, if any, 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:

- (a) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (1) past services performed for the Company;
 - (2) property; or
 - (3) money; and
- (b) 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. SHARE REGISTERS

4.1 Central Securities Register

The Company must maintain a central securities register in accordance with the provisions of the *Business Corporations Act*. 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 Private Issuer Restrictions

The provisions of Article 27 shall apply to any proposed transfer of a share of the Company.

5.2 Registering Transfers where Certificate or Acknowledgement

A transfer of a share of the Company for which a share certificate has been issued or for which the shareholder has received a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate must not be registered unless the Company or the transfer agent or registrar for the class or series of share to be transferred has received:

- (a) an instrument of transfer, duly executed by the transferor or a duly authorized attorney of the transferor, in respect of the share;
- (b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate;
- (c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment; and
- (d) such other evidence, if any, as the directors or the transfer agent may require to prove the title of the transferor or his duly authorized attorney or the right to transfer the shares, and the right of the transferee to have the transfer registered.

5.3 Registering Transfers where no Certificate or Acknowledgement

A transfer of a share of the Company for which a share certificate has not been issued or for which the shareholder has not received a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate (for example, where shares are issued in book-only form), must not be registered unless the requirements for transfer as approved by the directors have been met.

5.4 Form of Instrument of Transfer

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

5.5 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the 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.

5.6 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 acknowledgments deposited with the instrument of transfer:

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

5.7 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 acknowledgment of a right to obtain a share certificate for such shares.

5.8 Transfer Agent

The Company may appoint one or more trust companies or agents as its transfer agent for the purpose of issuing, countersigning, registering, transferring and certifying the shares and share certificates of the Company.

5.9 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 of the shareholder, in the case of shares registered in the shareholders' name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the 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

Subject to Article 6.1, on death or bankruptcy, 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.

6.3 Registration of Legal Personal Representative

Any person becoming entitled to a share in consequence of the death or bankruptcy of a shareholder shall, upon such documents and evidence being produced to the Company as the *Business Corporations Act* requires, or who becomes entitled to a share as a result of an order of a court of competent jurisdiction or a statute, has the right either to be registered as a shareholder in his representative capacity in respect of such share, or, if he is a personal representative, instead of being registered himself, to make such transfer of the share as the deceased or bankrupt person could have made; but the directors shall, as regards a transfer by a personal representative or trustee in bankruptcy, have the same right, if any, to decline or suspend registration of a transferee as they would have in the case of a transfer of a share by the deceased or bankrupt person before the death or bankruptcy.

7. PURCHASE AND 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 the directors determine. The Company may, by a resolution of directors, cancel any of its shares purchased by the Company, and upon the cancellation of such shares the number of issued shares shall be reduced accordingly.

7.2 Purchase 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:

- (a) the Company is insolvent; or
- (b) 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 purchased, redeemed or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

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

8. BORROWING POWERS

The Company, if authorized by the directors, may:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

Any bonds, debentures or other debt obligations of the Company may be issued at a discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of or conversion into or exchange for shares or other securities, attending and voting at general meetings of the Company, appointment of directors or otherwise and may by their terms be assignable free from any equities between the Company and the person to whom they were issued or any subsequent holder thereof, all as the directors may determine.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may:

- (a) either by directors' resolution or by ordinary resolution, at the election of the directors in their sole discretion:
 - (1) create one or more classes or series of shares or, if none of the shares of a class are allotted or issued, eliminate that class of shares;
 - (2) 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;
 - (3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
 - (4) if the Company is authorized to issue shares of a class of shares with par value:
 - i decrease the par value of those shares; or
 - ii if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
 - (5) 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;
 - (6) alter the identifying name of any of its shares;
 - (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*; or
- (b) by ordinary resolution otherwise alter its shares or authorized share structure;

and alter its Articles and Notice of Articles accordingly.

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by ordinary resolution:

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

and alter its Articles and Notice of Articles accordingly.

9.3 Change of Name

The Company may by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

The Company, save as otherwise provided by these Articles and subject to the *Business Corporations Act*, may:

- (a) by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize alterations to the Articles that are procedural or administrative in nature or are matters that pursuant to these Articles are solely within the directors' powers, control or authority; and
- (b) 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 thereafter 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 Consent Resolution Instead of Meeting of Shareholders

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 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution and any notice of a general meeting, class meeting or series meeting or to consider approving the adoption of an amalgamation agreement, the approval of any amalgamation into a foreign jurisdiction or the approval of any arrangement), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by directors' resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the

meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

10.5 A Notice of Resolution to Which Shareholders May Dissent

The Company must send to each of its shareholders, whether or not their shares carry the right to vote, a notice of any meeting of shareholders at which a resolution entitling shareholders to dissent is to be considered specifying the date of the meeting and containing a statement advising of the right to send a notice of dissent and a copy of the proposed resolution at least the following number of days before the meeting:

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

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

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

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 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 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. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

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:

- (a) state the general nature of the special business; and

- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (1) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
 - (2) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.10 Location of Meetings of Shareholders

The Company will hold meetings of shareholders in British Columbia, subject to the directors, by resolution, approving a location for such meetings outside of British Columbia.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

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

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (b) at an annual general meeting, all business is special business except for the following:
 - (1) business relating to the conduct of or voting at the meeting;
 - (2) consideration of any financial statements of the Company presented to the meeting;
 - (3) consideration of any reports of the directors or auditor;
 - (4) the setting or changing of the number of directors;
 - (5) the election or appointment of directors;
 - (6) the appointment of an auditor;
 - (7) the setting of the remuneration of an auditor;
 - (8) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (9) 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 Majority Required for a Special Resolution

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

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 one person who is a shareholder, or who is otherwise permitted to vote shares of the Company at a meeting of shareholders pursuant to these articles, present in person or by proxy.

11.4 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any solicitor for the Company, the auditor of 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.

11.5 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.

11.6 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:

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

11.7 Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.6(b) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.8 Chair

The following individuals are entitled to preside as chair at a meeting of shareholders:

- (a) the chair of the board, if any; or
- (b) if no chair of the board exists or is present and willing to act as chair of the meeting, the president of the Company; or
- (c) if the chair of the board, and the president of the Company are absent or unwilling to act as chair of the meeting, the solicitor of the Company.

11.9 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, and the solicitor of the Company is absent or unwilling to act as chair of the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or

fail to so choose or if no director 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.

11.10 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.

11.11 Notice of Adjourned Meeting

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

11.12 Decisions by Show of Hands, Verbal Statements, or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by at least one shareholder entitled to vote who is present in person or by proxy. In determining the result of a vote by show of hands, shareholders present by telephone or other communications medium in which all shareholders and proxy holders entitled to attend and participate in voting at the meeting are able to communicate with each other, may indicate their vote verbally or, otherwise in such manner as clearly evidences their vote and is accepted by the chair of the meeting.

11.13 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 11.12, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.14 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.

11.15 Casting Vote

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

11.16 Manner of Taking Poll

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

- (a) the poll must be taken:
 - (1) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (2) in the manner, at the time and at the place that the chair of the meeting directs;

- (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (c) the demand for the poll may be withdrawn by the person who demanded it.

11.17 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.

11.18 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 the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.19 Casting of Votes

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

11.20 No Demand for Poll on Election of Chair

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

11.21 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.

11.22 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 them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

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:

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

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 or a trustee in bankruptcy 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:

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

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 registered in respect of that share.

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 shareholders of the Company, and:

- (a) for that purpose, the instrument appointing a representative must:
 - (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (2) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (b) if a representative is appointed under this Article 12.5:
 - (1) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (2) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

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

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do 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.

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 shareholders 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 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 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless:

- (a) the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:
 - (1) the person appointing the proxy holder is a company or a representative of a company appointed under Article 12.5;
 - (2) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or
 - (3) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or
- (b) the person is a director, officer or the solicitor of the Company.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

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

12.11 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:

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

12.12 Form of Proxy

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

[name of company]
(the "Company")

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

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

Signed *[month, day, year]*

[Signature of shareholder]

[Name of shareholder—printed]

12.13 Revocation of Proxy

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

- (a) 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
- (b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

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

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

12.15 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

If the Company is not a pre-existing company under the *Business Corporations Act*, 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:

- (a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors if applicable;
- (b) if the Company is a public company, the greater of three and the most recently set of:
 - (1) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (2) the number of directors set under Article 14.4;
- (c) if the Company is not a public company, the most recently set of:
 - (1) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (2) 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(b)(1) or 13.1(c)(1):

- (a) the shareholders may contemporaneously elect or appoint the directors up to that number; and
- (b) subject to Article 14.8, if the shareholders do not contemporaneously elect or appoint the number of directors set resulting in vacancies, then the directors may appoint, or failing which 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 dependants 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:

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

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

14.3 Failure to Elect or Appoint Directors

If:

- (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by 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
- (b) 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:

- (a) when his or her successor is elected or appointed; and
- (b) when 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 re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles 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 calling 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, then failing the filling of any vacancies as set forth in Article 14.6, 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 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:

- (a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this 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:

- (a) the term of office of the director expires;

- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a solicitor for the Company; or
- (d) 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 ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

14.12 Nominations Of Directors

- (a) This Article 14.12 only applies to the Company if and for so long as it is a public company.
- (b) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors:
 - (1) by or at the direction of the board, including pursuant to a notice of meeting;
 - (2) 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*, or a requisition of the shareholders made in accordance with the provisions of the *Business Corporations Act*; or
 - (3) by any person who:
 - (i) at the close of business on the date of the giving of the notice provided for in this Article 14.12 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns one or more shares that are entitled to be voted at such meeting; and
 - (ii) complies with the notice procedures set forth below in this Article 14.12,
 - (a “Nominating Shareholder”).
- (c) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the secretary of the Company, if any, or such other officer of the Company acting in that capacity, at the principal executive offices of the Company.
- (d) To be timely, a Nominating Shareholder’s notice under Article 14.12(c) must be made:
 - (1) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders, provided that (i) if the Company chooses to use notice and access to deliver meeting materials, the time frame will be not less than 40 and no more than 65 days; and (ii) if the annual meeting of shareholders is to be held on a date that is less than 50 days after the date on which the first public

announcement of the date of the meeting was made (the “Notice Date”), notice by the Nominating Shareholder may be made not later than the close of business on the tenth (10th) day following the Notice Date; and

- (2) in the case of a special meeting of shareholders which is not also an annual meeting, and is called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the Notice Date.

In no event shall any adjournment or postponement of a meeting of shareholders, or the announcement of an adjournment or postponement, commence a new time period for the giving of a Nominating Shareholder’s notice as described above.

- (e) To be in proper written form, a Nominating Shareholder’s notice under Article 14.12(c) must set forth:

- (1) for each person whom the Nominating Shareholder proposes to nominate for election as a director:

- (i) the name, age, business address and residential address of the person;
- (ii) the principal occupation or employment of the person;
- (iii) 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 date of the notice and 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
- (iv) 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 *Business Corporations Act* and Applicable Securities Laws (as defined below); and

- (2) for the Nominating Shareholder giving the notice, 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 below).

- (f) The Company may require any proposed nominee to furnish such other information as may reasonably be required 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.

- (g) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 14.12, provided, however, that nothing in this Article 14.12 shall be deemed to preclude discussion by a shareholder at a meeting of shareholders of any matter, other than the nomination of directors, in respect of which the shareholder would have been entitled to submit a proposal pursuant to the provisions of the *Business Corporations Act*. The chair of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in this Article 14.12 and, if any proposed nomination is not in compliance with this Article 14.12, to declare that such defective nomination shall be disregarded.

- (h) For purposes of this Article 14.12:

- (1) “public announcement” shall mean disclosure in:

- (i) a press release reported by a national news service in Canada; or
- (ii) a document publicly filed by the Company under its profile on the System of Electronic Document Analysis and Retrieval (SEDAR), or such other electronic disclosure service as the Company is required to

utilize for the filing of continuous disclosure documents pursuant to Applicable Securities Laws; and

- (2) “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 legislation, and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.
- (i) Notice given under Article 14.12(c) may only be given by personal delivery, facsimile transmission or email, and shall be deemed to have been given and made at the time it is sent to the secretary of the Company, if any, or such other officer of the Company acting in that capacity, by:
- (1) personal delivery to the address of the principal executive offices of the Company;
 - (2) facsimile transmission, at such facsimile number as stipulated from time to time for the purposes of this notice by the secretary of the Company, if any, or such other officer of the Company acting in that capacity, and provided that receipt of confirmation of such transmission has been received; or
 - (3) email, at such email address as stipulated from time to time for the purposes of this notice by the secretary of the Company, if any, or such other officer of the Company acting in that capacity, and provided that receipt of confirmation of such transmission has been received.

If such delivery or electronic communication is made on a day which is a not a business day in Vancouver, British Columbia, or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

- (j) Notwithstanding any other provision of this Article 14.12, the board may, in its sole discretion, waive any requirement of this Article 14.12.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

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

15.2 Notice of Meetings

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

15.3 Alternate for More Than One Director Attending Meetings

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

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

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

15.4 Consent Resolutions

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

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

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

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

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

15.8 Remuneration and Expenses of Alternate Director

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

16. POWERS AND DUTIES OF DIRECTORS

16.1 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.

16.2 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.

16.3 Setting the Remuneration of Auditors

The directors may from time to time set the remuneration of the auditors of the Company.

17. DISCLOSURE OF INTERESTS OF DIRECTORS AND OFFICERS

17.1 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*.

17.2 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.

17.3 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.

17.4 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*.

17.5 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.

17.6 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.

17.7 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.

17.8 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.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

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

18.2 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 meeting does not have a second or casting vote.

18.3 Chair of Meetings

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

- (a) the chair of the board, if any;
- (b) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (c) any other director chosen by the directors if:
 - (1) 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;
 - (2) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
 - (3) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

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

- (a) in person;
- (b) by telephone; or
- (c) with the consent of all directors, by other communications medium;

if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 18.4 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.

18.5 Calling of Meetings

A director may, and the president, 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.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, 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 and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

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

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 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 or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate 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, unless the director otherwise requires by notice in writing to the Company, to his or her alternate 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 or alternate director. Attendance of a director or alternate director is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

18.10 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 no less than half of the directors then in office 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.

18.11 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.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors consented to in writing by all of the directors entitled to vote on it, whether by signed document, fax, e-mail or any other method of transmitting legibly recorded messages, is as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors duly called and held. Such resolution may be in two or more counterparts which together are deemed to constitute one resolution in writing. A resolution passed in that manner is effective on the date stated in the resolution or on the latest date stated on any counterpart. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 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:

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

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph (a) any 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) the power to appoint or remove officers appointed by the directors; and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

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

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

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

19.4 Powers of Board

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

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

19.5 Committee Meetings

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

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

20. OFFICERS

20.1 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.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

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

20.3 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 a managing director must be a director. Any other officer need not be a director.

20.4 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.

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

- (a) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (b) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director 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 or alternate director of the Company:
 - (1) is or may be joined as a party; or
 - (2) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (c) “expenses” has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Eligible Parties

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director 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 must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

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

21.4 Non-Compliance with Business Corporations Act

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

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

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

- (b) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (c) 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;
- (d) 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.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

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

22.2 Declaration of Dividends

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

22.3 No Notice Required

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

22.4 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 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

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

22.6 Settlement of Difficulties

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

- (a) set the value for distribution of specific assets;
- (b) determine that 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
- (c) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

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

22.8 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.

22.9 Receipt by Joint Shareholders

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

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 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.

22.12 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 registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the registered 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.

22.13 Capitalization of Retained Earnings or Surplus

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

23. DOCUMENTS, RECORDS AND REPORTS

23.1 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*.

23.2 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.

24. NOTICES

24.1 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:

- (a) mail addressed to the person at the applicable address for that person as follows:
 - (1) for a record mailed to a shareholder, the shareholder's registered address;
 - (2) 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;
 - (3) in any other case, the mailing address of the intended recipient;
- (b) delivery at the applicable address for that person as follows, addressed to the person:
 - (1) for a record delivered to a shareholder, the shareholder's registered address;
 - (2) 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;
 - (3) in any other case, the delivery address of the intended recipient;
- (c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (e) physical delivery to the intended recipient; and
- (f) delivery in such other manner as may be approved by the directors and reasonably evidenced.

24.2 Deemed Receipt of Mailing

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

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

24.3 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 capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 24.1 is conclusive evidence of that fact.

24.4 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.

24.5 Notice to Legal Personal Representatives and 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:

- (a) mailing the record, addressed to them:
 - (1) 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
 - (2) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (b) if an address referred to in paragraph (a)(2) 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.

24.6 Undelivered Notices

If any record sent to a shareholder pursuant to Article 24.1 is returned on two consecutive occasions because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

25. SEAL

25.1 Who May Attest Seal

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

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

25.2 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 25.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the directors.

25.3 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 they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *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.

26. MECHANICAL REPRODUCTIONS OF SIGNATURES

26.1 Instruments may be Mechanically Signed

The signature of any officer, director, registrar, branch registrar, transfer agent or branch transfer agent of the Company, unless otherwise required by the *Business Corporations Act* or by these Articles, may, if authorized by the directors, be printed, lithographed, engraved or otherwise mechanically reproduced upon all instruments executed or issued by the Company or any officer thereof; and any instrument on which the signature of any such person is so reproduced shall be deemed to have been manually signed by such person whose signature is so reproduced and shall be as valid to all intents and purposes as if such instrument had been signed manually, and notwithstanding that the person whose signature is so reproduced may have ceased to hold the office that he is stated on such instrument to hold at the date or issue of such instrument.

26.2 Definitions of Instruments

The term "instrument" as used in Article 26.1 shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, agreements, releases, receipts and discharges for the payment of money or other obligations, shares and share warrants of the Company, bonds, debentures and other debt obligations of the Company, and all paper writings.

27. PROHIBITIONS

27.1 Definitions

In this Article 27:

- (a) "designated security" means:
 - (1) a voting security of the Company;
 - (2) 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
 - (3) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);
- (b) "security" has the meaning assigned in the *Securities Act* (British Columbia);

- (c) “voting security” means a security of the Company that:
 - (1) is not a debt security, and
 - (2) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

27.2 Application

Article 27.3 does not apply to the Company if and for so long as it is a:

- (a) public company; or
- (b) 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.

27.3 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.

C-1

SCHEDULE C

Financial Statements

[Redacted]

D-1

SCHEDULE D

Investor Presentation

[Redacted]

E-1

SCHEDULE E

Rudder Material Contracts

1. Fulfillment Agreement dated April 24, 2023 between Vitalabs, Inc. and Rudder Supplements Corp.; and
2. Wholesale Supply Agreement dated April 15, 2023 between Rudder Supplements Corp. and 1399049 BC Ltd.