SEDAR+ VERSION

AMALGAMATION AGREEMENT

AMONG:

CANTER RESOURCES CORP.

AND:

1447235 B.C. LTD.

AND:

ALTITUDE VENTURES CORP.

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is dated as of the 10th day of November, 2023.

AMONG:

CANTER RESOURCES CORP., a company existing under the laws of the Province of British Columbia, having an address at 918–1030 West Georgia Street, Vancouver, BC V6E 2Y3

("**Canter**");

AND:

1447235 B.C. LTD., a company existing under the laws of the Province of British Columbia, having an address at 918–1030 West Georgia Street, Vancouver, BC V6E 2Y3

("**Subco**");

AND:

ALTITUDE VENTURES CORP., a company existing under the laws of the Province of British Columbia, having an address at Suite 206–595 Howe Street, Vancouver, BC V6C 2T5

("**Altitude**");

WHEREAS:

(A) Canter is a reporting issuer in British Columbia and Ontario, whose common shares are listed on the Exchange (as defined herein);

(B) Subco is a wholly-owned subsidiary of Canter;

(C) Altitude is private company whose business is predominantly the exploration and evaluation of early-stage mining properties in the United States;

(D) the Altitude Shareholders are the legal and beneficial owners of all of the issued and outstanding shares in the capital of Altitude;

(E) Canter wishes to acquire all the issued and outstanding shares in the capital of Altitude (the "**Transaction**") by way of a three-cornered amalgamation among Canter, Subco and Altitude (the "**Amalgamation**") under the provisions of the BCBCA (as defined herein) and upon and subject to the terms and conditions set forth in this Agreement; and

(F) upon the completion of the Amalgamation, Altitude and Subco shall continue as Amalco (as defined herein) under the BCBCA, and Canter will be the parent company of Amalco.

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

PART 1
INTERPRETATION

Definitions

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

(a) "**1933 Act**" means the United States Securities Act of 1933, as amended;

(b) "**Agreement**" means this Amalgamation Agreement (including the exhibits hereto) as supplemented, modified or amended, and not to any particular article, section, schedule, exhibit or other portion hereof;

(c) "**Alternative Transaction**" means any of the following (other than the transactions contemplated by this Agreement): (i) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination, directly or indirectly, involving Altitude or Canter, as applicable, or any analogous transaction whereby Altitude becomes, directly or indirectly, publicly listed; (ii) any acquisition of all or substantially all of the assets of Altitude or Canter, as applicable, or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect; (iii) any acquisition of beneficial ownership of 50% or more of Altitude's or Canter's, as applicable, voting shares (or securities convertible into such voting shares) in a single transaction or a series of related transactions; (iv) any acquisition by Altitude or Canter, as applicable, of any assets or securities of another person (other than acquisitions of assets or securities of any other person that are not, individually or in the aggregate, material to Altitude or Canter, as applicable, or that is agreed to in writing by Canter, in the case of Altitude, or Altitude, in the case of Canter); or (v) any bona fide proposal to, or public announcement of an intention to, do any of the foregoing;

(d) "**Altitude**" has the meaning ascribed thereto in the recitals to this Agreement;

(e) "**Altitude Meeting**" means, if required, the special meeting of Altitude Shareholders to be called to consider and, if thought fit, authorize, approve and adopt the Amalgamation Resolution, related matters and ordinary matters of business, and includes any adjournments thereof;

(f) "**Altitude Nevada**" means Altitude Lithium USA Corp., a corporation organized under the laws of Nevada;

(g) "**Altitude Shareholders**" means the holders of Altitude Shares;

(h) "**Altitude Shares**" means common shares in the capital of Altitude;

(i) "**Amalco**" means the corporation continuing from the Amalgamation;

(j) "**Amalco Shares**" means the common shares in the capital of Amalco;

(k) "**Amalgamation**" has the meaning ascribed thereto in the recitals to this Agreement;

(l) "**Amalgamation Application**" means the amalgamation application as contemplated by the BCBCA and in substantially the form set out in Exhibit "B" hereto;

(m) "**Amalgamation Resolution**" means the special resolution in respect of the Amalgamation to be considered by the Altitude Shareholders at the Altitude Meeting or approved by a unanimous written consent resolution of the Altitude Shareholders;

(n) "**Applicable Canadian Securities Laws**" means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date;

(o) "**Applicable Laws**", in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

(p) "**Articles**" means the Articles of Amalco, which will be in substantially the form set out in Exhibit "A" to this Agreement;

(q) "**BCBCA**" means the *Business Corporations Act* (British Columbia), as amended, including the regulations promulgated thereunder;

(r) "**Business**" means the business and activities carried on by Altitude, including the exploration, evaluation, and related activities on the Nevada Property and the Montana Property;

(s) "**Business Day**" means a day other than a Saturday, Sunday or other day when banks in the City of Vancouver, British Columbia, are not generally open for business;

(t) "**Canter**" has the meaning ascribed thereto in the recitals to this Agreement;

(u) "**Canter Financial Statements**" means the audited annual financial statements of Canter for the financial year ended June 30, 2022 and the unaudited financial statements of Canter for the nine months ended March 31, 2023;

(v) "**Canter Property Rights**" has the meaning set forth under Section 4.1(u);

(w) "**Canter Shares**" means the common shares in the capital of Canter;

(x) "**Certificate of Amalgamation**" means the certificate of amalgamation for the Amalgamation issued pursuant to Section 281 of the BCBCA;

(y) "**Claims**" has the meaning set forth under Section 6.1;

(z) "**Closing**" means the completion of the Amalgamation;

(aa) "**Closing Date**" means the date of Closing;

(bb) "**Constating Documents**" means as to each of the Parties, its certificate of incorporation, articles of incorporation, articles of amendment, by-laws, notice of articles and articles, as applicable, as in effect as of the date of this Agreement;

(cc) "**Corporate Records**" means the corporate records of Altitude including the Constating Documents, share registers, registers of directors, list of bank accounts and signing authorities and minutes of shareholders' and directors' meetings;

(dd) "**Dissent Rights**" means the rights of dissent available under the BCBCA in respect of the Amalgamation;

(ee) "**Dissenting Shareholder**" means any Altitude Shareholder who exercises Dissent Rights;

(ff) "**Effective Date**" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;

(gg) "**Effective Time**" means the effective time of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;

(hh) "**Encumbrances**" means any encumbrance of any kind whatsoever and includes any pledge, lien, charge, security interest, lease, title retention agreement,

mortgage, hypothec, restriction, royalty, right of first refusal, development or similar agreement, option or adverse claim or encumbrance of any kind or character whatsoever or howsoever arising, and any right or privilege capable of becoming any of the foregoing;

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

(jj) "**Exchange Filings**" has the meaning set forth under Section 3.2(a);

(kk) "**Exchange Ratio**" has the meaning set forth under Section 2.10(a);

(ll) "**Governmental Authority**" means any federal, state, provincial, municipal local or other government, regulatory authority, governmental department, ministry, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal, stock exchange, dispute settlement panel or body or other law, rule or regulation-making entity having jurisdiction;

(mm) "**IFRS**" means International Financial Reporting Standards applicable as of the date of the financial statements, document or event in question;

(nn) "**Indemnified Party**" has the meaning set forth under Section 6.1;

(oo) "**Indemnifying Party**" has the meaning set forth under Section 6.1;

(pp) "**Material Adverse Change**" or "**Material Adverse Effect**" means, with respect to a Person, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, results of operations, assets, capitalization, financial condition, rights, liabilities or prospects, contractual or otherwise, of such Person and its subsidiaries, if applicable, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement; (ii) any action or inaction taken by such Person to which the other Person had consented to in writing; (iii) the announcement of the transactions contemplated by the Amalgamation or this Agreement; or (iv) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide;

(qq) "**Material Change**" and "**Material Fact**" have the meanings ascribed thereto under the Applicable Canadian Securities Laws;

(rr) "**Material Contract**" means any contracts, agreements, understandings or arrangements entered into by Altitude which have individual payment obligations on the part of Altitude that exceed $50,000, are for a term extending one year after the Effective Time, have been entered into out of the ordinary course of business or are otherwise material to the Business;

(ss) "**Mineral Rights**" has the meaning set forth under Section 4.2(u);

(tt) "**Montana Property**" means the exploration project located in the town of Lincoln, Montana, USA, as described in Exhibit "C" of this Agreement

(uu) "**Nevada Property**" means the exploration project located in the Columbus Salt Basin, Esmerelda County, Nevada, USA which is the subject of the Option Agreement, as described in Exhibit "C" of this Agreement.

(vv) "**Notice of Meeting**" means the Notice of Meeting of Altitude to be mailed to the Altitude Shareholders in connection with the Altitude Meeting, if required;

(ww) "**Option Agreement**" means the Option Agreement dated November 9, 2023, as may be amended from time to time, between Altitude, Barbara Anne Craig and Elizabeth Anne Dickman, with respect to the purchase of the Nevada Property;

(xx) "**Outside Date**" means December 31, 2023;

(yy) "**Parties**" means, collectively, the parties to this Agreement, and "**Party**" means any one of them;

(zz) "**Permit**" means any and all permits, licences, agreements, concessions, approvals, certificates, consents, certificates of approval, rights, privileges or franchises, registrations (including any required export/import approvals) and exemptions of any nature and other authorizations, conferred or otherwise granted by any Governmental Authority;

(aaa) "**Public Record**" means all information filed by Canter with any securities commission or similar regulatory authority which are available through the SEDAR+ website as of the date hereof;

(bbb) "**Puzzle Lake Project**" means the exploration project located in Saskatchewan, Canada, as described in the Public Record;

(ccc) "**Registrar**" means the Registrar of Companies or a Deputy Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;

(ddd) "**Regulation S**" means Regulation S promulgated pursuant to the 1933 Act;

(eee) "**Securities Act**" means the *Securities Act* (British Columbia), as amended, including the regulations promulgated thereunder;

(fff) "**Subco**" has the meaning ascribed thereto in the recitals to this Agreement;

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

(hhh) "**subsidiary**" has the meaning ascribed thereto in the Securities Act;

(iii) "**Transaction**" has the meaning ascribed thereto in the recitals to this Agreement;

(jjj) "**Transfer Agent**" means Computershare Investor Services Inc., the transfer agent for the Canter Shares;

(kkk) "**United States**" or "**U.S.**" means, as the context requires, the United States of America, its territories and possessions, any state of the United States, and/or the District of Columbia;

(lll) "**U.S. Altitude Shareholder**" has the meaning given to that term in Section 2.12;

(mmm) "**U.S. Investment Agreement**" has the meaning given to that term in Section 2.12; and

(nnn) "**U.S. Person**" means a "U.S. person" as such term is defined in Rule 902(k) of Regulation S.

Interpretation

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

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

(b) words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders;

(c) the word "including", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;

(d) if any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day, as applicable, in such place;

(e) any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, and to any regulations promulgated thereunder. References to any agreement or document shall be to such agreement or document (together with all schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time;

(f) all sums of money that are referred to in this Agreement are expressed in lawful money of Canada unless otherwise noted;

(g) unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature are required to be made shall be made in a manner consistent with IFRS;

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

(i) where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers and directors of the Party, after due inquiry; and

(j) the Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

Exhibits

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

Exhibit "A" – Form of Articles of Amalco

Exhibit "B" – Form of Amalgamation Application

Exhibit "C" – Description of Mineral Rights

Exhibit "D" – Altitude Material Contracts

Exhibit "E" – Form of U.S. Investment Agreement

PART 2
THE AMALGAMATION

Agreement to Amalgamate

2.1 The Parties agree that Subco and Altitude shall merge with the same effect as if they amalgamated pursuant to the provisions of the BCBCA as of the Effective Date and continue as one corporation on the terms and conditions set out in this Agreement.

Effect of Amalgamation

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

(a) Altitude and Subco shall merge to form one corporate entity, with the same effect as if they had amalgamated under the provisions of the BCBCA, except that the legal existence of Altitude shall not cease and Altitude shall survive the merger as Amalco and it is intended that the merger shall qualify as a reorganization within the meaning of Sections 368(a)(1)(A) and Section 368(a)(2)(E) of the United States Internal Revenue Code of 1986, as amended;

(b) the separate legal existience of Subco shall cease to exist;

(c) the property of each of Subco and Altitude shall continue to be the property of Amalco;

(d) Amalco shall continue to be liable for the obligations of each of Subco and Altitude;

(e) the holders of Altitude Shares and holder of Subco Shares shall receive shares in the manner and subject to the terms of Section 2.10; and

(f) the Articles attached hereto as Exhibit "A" shall be the articles of Amalco.

Name

2.3 The name of Amalco shall be "Altitude Ventures Corp.".

Registered Office

2.4 The registered office of Amalco shall be Suite 1500, 1055 West Georgia Street, Vancouver, BC, V6E 4N7.

Authorized Capital and Restrictions on Share Transfers

2.5 The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, which shall have the rights, privileges, restrictions and conditions set out in the Articles. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles.

Fiscal Year

2.6 The fiscal year end of Amalco shall be June 30 of each calendar year.

Business

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

Initial Directors

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

Name	Address
Hani Zabaneh	**[REDACTED – Personal Information]**
Sarah Hundal	**[REDACTED – Personal Information]**

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

Initial Officers

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

Name	Position
Hani Zabaneh	Chief Executive Officer
Sarah Hundal	Chief Financial Officer

Exchange of Subco Shares and Altitude Shares

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

(a) Canter will issue to the Altitude Shareholders (other than Dissenting Shareholders, if any), and each Altitude Shareholder will receive from Canter, one Canter Share in exchange for each Altitude Share held by such Altitude Shareholder (the "**Exchange Ratio**"), and all of the Altitude Shares will be deemed to have been cancelled;

(b) Amalco will issue to Canter, and Canter will receive from Amalco, one Amalco Share in exchange for each Subco Share held by Canter, and all of the Subco Shares will be deemed to have been cancelled; and

(c) in consideration for Canter's issuance of Canter Shares to the Altitude Shareholders pursuant to Section 2.10(a), Amalco shall issue to Canter, and Canter will receive from Amalco, one Amalco Share for each Canter Share issued by Canter pursuant to Section 2.10(a).

Fractional Securities

2.11 No fractional securities of Canter will be issued. If any securityholder of Altitude would otherwise be entitled to a fractional security upon the completion of the Amalgamation, the number of securities of Canter issued to such securityholder shall be rounded down to the next whole number of such security. In calculating such fractional interests, all securities of Canter, as the case may be, registered in the name of a Canter securityholder or their nominee shall be aggregated.

Treatment of Restricted Securities under the U.S. Securities Act

2.12 The Parties acknowledge and agree that:

(a) the Canter Shares issuable in connection with the Amalgamation have not been and will not be registered under the 1933 Act or any U.S. state securities law;

(b) any Canter Shares issued in connection with the Amalgamation to, or for the account or benefit of, any Altitude Shareholder who is a U.S. Person or a person in the United States (each, a "**U.S. Altitude Shareholder**") will be "restricted securities" within the meaning of Rule 144 under the 1933 Act; notwithstanding anything to the contrary in this Agreement, no Canter Shares shall be delivered to any U.S. Altitude Shareholder if Canter determines, in its sole discretion, that doing so may result in any contravention of the 1933 Act or any applicable state securities laws; and

(c) each certificate or other instrument representing Canter Shares issued to a U.S. Altitude Shareholder will bear a restrictive legend in substantially the form set forth in the Investment Agreement attached hereto as Exhibit "E" (the "**U.S. Investment Agreement**") to be completed, executed and delivered by each U.S. Altitude Shareholder pursuant to Section 7.1(h) hereof.

Dissenting Shareholders

2.13 Registered Altitude Shareholders entitled to vote at the Altitude Meeting will be entitled to exercise Dissent Rights with respect to their Altitude Shares in connection with the Amalgamation pursuant to and in the manner set forth in the Notice of Meeting, if required. Altitude shall give Canter prompt notice of any written notice of a dissent, withdrawal of such notice or any other instruments served pursuant to such Dissent Rights and received by Altitude, and shall provide Canter with copies of such notices and written objections. Altitude Shares which are held by a Dissenting Shareholder shall not be exchanged for Canter Shares pursuant to the Amalgamation. However, if a Dissenting Shareholder fails to perfect or effectively withdraws such Dissenting Shareholder's claim under the BCBCA or forfeits such Dissenting Shareholder's right to make a claim under the BCBCA, or if such Dissenting Shareholder's rights as an Altitude

Shareholder are otherwise reinstated, such Altitude Shareholder's Altitude Shares shall thereupon be deemed to have been exchanged for Canter Shares as of the Effective Time as prescribed herein.

Completion of the Amalgamation and Effective Date

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

Acknowledgment of Escrow and Resale Restrictions

2.15 Altitude acknowledges and agrees that in accordance with the policies of the Exchange, the Canter Shares issued to certain Altitude Shareholders may be subject to escrow and/or resale restrictions under the policies of the Exchange and Applicable Laws.

2.16 Canter and Altitude agree that it shall be a condition of Closing that, in addition to any escrow and/or resale restrictions applicable to Canter Shares pursuant to the policies of the Exchange and Applicable Laws, the following resale restrictions will apply:

(a) Canter Shares issued in exchange for 2,950,000 Altitude Shares previously issued on or around August 14, 2023 in Altitude's $0.02 seed round private placement financing will be subject to the following hold periods: 10% of such shares will be released on the date that is six months after the Closing Date and 30% of such shares will be released every three months thereafter until all such Canter Shares have been released by the date that is 15 months after the Closing Date, and the certificates representing such Canter Shares will bear a legend (or legends) substantially in the following form:

"**The securities represented hereby shall not be offered, sold, transferred, pledged, hypothecated or otherwise traded before the date that is [six/nine/twelve/fifteen] months after [insert Closing Date].**"

(b) Canter Shares issued in exchange for 4,270,000 Altitude Shares previously issued on or around October 5, 2023 in Altitude's $0.10 seed round private placement financing will be subject to the following hold periods: 10% will be released on the date that is six months after the Closing Date and 30% will be released every three months thereafter until all such Canter Shares have been released by the date that is 15 months after the Closing Date, and the certificates representing such Canter Shares will bear a legend (or legends) substantially in the following form:

"**The securities represented hereby shall not be offered, sold, transferred, pledged, hypothecated or otherwise traded before the date that is [six/nine/twelve/fifteen] months after [insert Closing Date].**"

(c) 12,270,000 Canter Shares issued on September 27, 2023 at a price of $0.10 per share will be subject to the following hold periods: 10% will be released on the date that is six months after September 27, 2023 and 30% will be released every three months thereafter until all such Canter Shares have been released by the date that is 15 months after

the Closing Date, and the certificates representing such Canter Shares will bear a legend (or legends) substantially in the following form:

"**The securities represented hereby shall not be offered, sold, transferred, pledged, hypothecated or otherwise traded before the date that is [six/nine/twelve/fifteen] months after September 27, 2023.**"

Canter Guarantee

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

Unsecured Loan

2.18 Upon execution of this Agreement, Canter shall advance to Altitude an unsecured loan in the principal amount of US$125,000 (the "**Unsecured Loan**") for the sole purpose of satisfying the payment obligations of Altitude set forth in Section 2.5(a) of the Option Agreement. Canter may elect, in its sole discretion, to advance the Unsecured Loan directly to the Nevada Property optionors or to Altitude. The Unsecured Loan shall be a non-interest-bearing loan evidenced by a simple promissory note, repayable on demand upon the earlier of Closing or the termination of this Agreement in accordance with Part 9.

PART 3
COVENANTS

Mutual Covenants

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

(a) carry on its business in the usual, regular and ordinary course of business consistent with its past practice and not enter into or terminate any transaction or material contract outside the ordinary course of business or engage in any business enterprise or activity materially different from that carried on by the Party as of the date hereof and, unless consented to in writing by the other Parties in advance, not enter into any agreement or arrangement pursuant to which such Party will be obligated to issue securities of such Party, except as provided herein;

(b) not incur, extend, renew, replace or repay before it is due any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans or advances;

(c) act in good faith to ensure its employees are retained, and not enter into any new employment agreements or amendments to existing employment agreements outside the ordinary course of business;

(d) not alter or amend its Constating Documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;

(e) take, or cause to be taken, all action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Amalgamation, including using reasonable commercial efforts:

(i) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;

(ii) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Amalgamation;

(iii) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and

(iv) to reasonably cooperate with the other Parties and their tax advisors in structuring the Amalgamation and other transactions contemplated to occur in conjunction with the Amalgamation in a tax effective manner and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and its tax advisors shall consider necessary, acting reasonably;

(f) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;

(g) use reasonable commercial efforts to obtain and maintain the shareholder approvals, regulatory approvals, contractual consents and other third-party approvals applicable to them and provide the same to the other Parties on or prior to the Effective Date;

(h) use reasonable commercial efforts to complete the Transaction by the Outside Date;

(i) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion

of Altitude or Canter acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby. Without limiting the foregoing, except as provided in this Agreement, none of the Parties shall (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement (other than on the exercise of convertible securities);

(j) furnish to the other Parties such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by another Party, which information shall be true and complete in all material respects and shall not contain an untrue statement of any Material Fact or omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading and will notify the other Parties of any significant development or Material Change relating to it promptly after becoming aware of any such development or change;

(k) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and the Parties shall in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to this Section 3.1(k);

(l) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and

(m) not, directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into discussions or negotiations with any person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement.

Additional Covenants of Canter and Subco

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

(a) Following execution and delivery of this Agreement, Canter will use its reasonable commercial efforts to make such filings with the Exchange as are required to complete the transactions contemplated by this Agreement in accordance with the

policies of the Exchange (the "**Exchange Filings**"), such Exchange Filings to be made within three Business Days of the execution and delivery of this Agreement;

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

(c) Canter shall, as the sole shareholder of Subco, approve by special resolution the Amalgamation, together with such matters as are required to effect the Amalgamation; and

(d) Canter shall, on the Effective Date, provide to the Transfer Agent a direction authorizing and directing the Transfer Agent to issue the Canter Shares issuable under the Amalgamation to holders of the Altitude Shares and shall direct the Transfer Agent to distribute the Canter Shares to the holders of the Altitude Shares in accordance with the terms of the Amalgamation.

Additional Covenants of Altitude

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

(a) Altitude will use its reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in Section 7.1 and Section 7.2 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of Altitude;

(b) Altitude shall use reasonable commercial efforts to seek approval of the Amalgamation Resolution by a unanimous written consent resolution of the Altitude Shareholders or at the Altitude Meeting, as applicable, together with the approval of such matters as are required to effect the Amalgamation; and

(c) Altitude shall promptly advise Canter if it receives notices of dissent or written objections to the Amalgamation.

PART 4
REPRESENTATIONS AND WARRANTIES

Representations and Warranties of Canter and Subco

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

(a) each of Canter and Subco has good and sufficient right and authority to enter into this Agreement and carry out its obligations hereunder;

(b) each of Canter and Subco is duly incorporated under the laws of the jurisdiction of its incorporation, is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;

(c) Canter is a "reporting issuer" in the provinces of British Columbia and Ontario and is currently listed on the Exchange;

(d) Canter is authorized to issue an unlimited number of Canter Shares, of which 24,242,000 Canter Shares are outstanding as at the date hereof; nil Canter share purchase warrants and 655,000 stock options of Canter are outstanding as at the date hereof;

(e) Subco is authorized to issue an unlimited number of Subco Shares, of which one Subco Share is outstanding as at the date hereof, which is held by Canter;

(f) other than the securities referred to in Section 4.1(d) and Section 4.1(e), there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of Canter or Subco (as that term is defined in the Securities Act) and Canter has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Canter of any Canter Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Canter Shares;

(g) other than as disclosed in the Public Record, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for (i) the purchase or acquisition of any of the Canter Shares, (ii) the purchase, subscription, allotment or issuance of any unissued shares or other securities in the capital of Canter, or (iii) the purchase of any material assets of Canter;

(h) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Canter or Subco at law or in equity or before or by any Governmental Authority, nor are there, to their knowledge, any pending or threatened;

(i) this Agreement is a binding agreement on Canter and Subco, enforceable against each of them in accordance with its terms and conditions;

(j) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the material contracts and the Constating Documents of Canter, director or shareholder minutes of Canter, any agreement or instrument to which Canter is a party or by which Canter is bound, or any order, decree, statute, regulation, covenant or restriction applicable to Canter;

(k) the documents and materials comprising the Public Record are in all material respects accurate and up to date and contain no misrepresentations, nor omit any facts, which make the Public Record or any particulars therein materially misleading or incorrect;

(l) the Canter Financial Statements (i) have been prepared in accordance with IFRS applied on a basis consistent with financial statements of previous years and periods, as the case may be; (ii) are true, correct and complete in all material respects; and (iii) present fairly the assets, liabilities, revenue, earnings, results of operations and financial condition of Canter as at the date of the Canter Financial Statements and for the periods to which they relate.

(m) neither Canter nor Subco has any material liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise), and, nor is there any basis for assertion against Canter or Subco of any material liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise), other than liabilities disclosed or reflected in the Canter Financial Statements or incurred in the ordinary course of business following the dates of the Canter Financial Statements;

(n) neither Canter nor Subco has any outstanding taxes due and payable;

(o) Canter is up to date and current with all filings required by the Securities Commissions of British Columbia and Ontario;

(p) Canter is not subject to any cease trade order or other order of any applicable stock exchange or securities regulatory authority and, to the knowledge of Canter, no investigation or other proceedings involving Canter which may operate to prevent or restrict trading of any securities of Canter are currently in progress or pending before any applicable stock exchange or securities regulatory authority;

(q) no proceedings have been taken, are pending or authorized by Canter, Subco or by any other Person, or have been threatened against Canter or Subco, in respect of the bankruptcy, insolvency, liquidation or winding up of Canter or Subco;

(r) as at the date hereof, there are no reasonable grounds for believing that any creditor of Canter or Subco will be prejudiced by the Amalgamation;

(s) as at the date hereof, Canter has no subsidiaries, except for Subco;

(t) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of either Canter or Subco or any instruments binding on it or its assets:

(i) which would preclude it from entering into this Agreement;

(ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Canter or Subco;

(iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Canter or Subco is a party or to purchase any of Canter's, Subco's or Amalco's assets; or

(iv) which would impose restrictions on the ability of Amalco:

(A) to carry on any business which it might choose to carry on within any geographical area;

(B) to acquire property or dispose of its property and assets as an entirety;

(C) to pay dividends, redeem shares or make other distributions to its shareholders;

(D) to borrow money or to mortgage and pledge its property as security therefore; or

(E) to change its corporate status;

(u) Canter is the absolute legal and beneficial owner of, and has good and marketable title to, a valid leasehold interest or a valid option in all of its property and assets, including certain rights or interests in the Puzzle Lake Project, as each of such properties are described in the Public Record (the "**Canter Property Rights**"), free and clear of all Encumbrances, other than those Encumbrances described in the Public Record, and no other material property rights or interests are necessary for the conduct of the business of Canter as currently conducted;

(v) other than as provided in the Public Record, Canter is not aware of any material adverse claims or challenges against or to the ownership of or right or title to the Canter Property Rights or any portion thereof. Canter has performed all of the material obligations required to be performed by it, and is entitled to all benefits under, and there has been no notice of default delivered to any party pursuant to any agreements, documents or instruments pursuant to which Canter holds the Canter Property Rights, nor, to the knowledge of Canter, is any such default currently being alleged;

(w) all of the agreements and other documents and instruments pursuant to which Canter holds the Canter Property Rights (including any interest therein or right to earn an interest therein) are valid and subsisting agreements, documents or instruments in full force and effect and, to Canter's knowledge, enforceable against all parties thereto in accordance with the terms thereof;

(x) Canter is conducting and has always conducted its business in compliance with Applicable Laws, including laws relating to bribery of foreign public officials (including the *Corruption of Foreign Public Officials Act*) and anti-money laundering and proceeds of crime legislation (including the *Proceeds of Crime (Money Laundering) Act*), other than acts of non-compliance which, individually or in aggregate, are not material;

(y) Canter is not aware of any order or directive relating to any breach of any applicable environmental or health and safety law by Canter;

(z) Canter has the corporate power and capacity, and possesses all material approvals, consents, certificates, registrations, authorizations, Permits and licenses issued by the appropriate Governmental Authority, necessary to own or lease its property and assets and to carry on its business, except where the failure to hold such licenses or Permits individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect on Canter; and

(aa) neither Canter or Subco has entered into any agreement that would entitle any Person to any valid claims against Canter or Subco, as the case may be, for a financial advisory fee, broker's commission, finder's fee or any like payment in respect of the Transaction or any other matter contemplated by this Agreement.

Representations and Warranties of Altitude

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

(a) it has good and sufficient right and authority to enter into this Agreement and carry out its obligations hereunder;

(b) each of Altitude and Altitude Nevada are duly incorporated under the laws of the jurisdiction of its incorporation, is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;

(c) it is authorized to issue an unlimited number of Altitude Shares, of which 18,020,001 Altitude Shares are outstanding as fully paid and non-assessable shares as at the date hereof; nil Altitude share purchase warrants and nil stock options of Altitude are outstanding as at the date hereof;

(d) other than the securities referred to in Section 4.2(c) and Section 4.2(e) and the obligations to issue shares under the Option Agreement, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of Altitude or Altitude Nevada (as that term is defined in the Securities Act) and Altitude has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Altitude of any Altitude Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Altitude Shares;

(e) Altitude Nevada is authorized to issue up to 1,000 common shares, of which one common share is outstanding as at the date hereof, which is held by Altitude;

(f) except for Canter's right under this Agreement and the rights of Barbara Anne Craig and Elizabeth Anne Dickman under the Option Agreement, no Person has any written or

oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for (i) the purchase or acquisition of any of the Altitude Shares, (ii) the purchase, subscription, allotment or issuance of any unissued shares or other securities in the capital of Altitude, or (iii) the purchase of any material assets of Altitude;

(g) the issued and outstanding securities of Altitude are not listed on any stock exchange and, to the knowledge of Altitude, no investigation or other proceedings involving Altitude which may operate to prevent or restrict trading of any securities of Altitude are currently in progress or pending before any applicable stock exchange or securities regulatory authority;

(h) as at the date hereof, Altitude has no subsidiaries other than Altitude Nevada;

(i) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Altitude or Altitude Nevada at law or in equity or before or by any Governmental Authority nor are there, to its knowledge, any pending or threatened;

(j) this Agreement is a binding agreement on Altitude, enforceable against it in accordance with its terms and conditions;

(k) Exhibit "D" provides a complete and accurate list of all Material Contracts of Altitude;

(l) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the Material Contracts, the Constating Documents of Altitude, director or shareholder minutes of Altitude, any agreement or instrument to which Altitude is a party or by which Altitude is bound, or any order, decree, statute, regulation, covenant or restriction applicable to Altitude;

(m) Altitude is not in default under any Material Contract to which it is a party and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by Altitude, except where such default would not cause a Material Adverse Effect. Except as disclosed in Exhibit "D", each Material Contract is in full force and effect, unamended by written or oral agreement, and Altitude is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. Altitude has not received any notice of a default by Altitude or a dispute between Altitude and any other party in respect of any Material Contract. Complete and correct copies of each of the Material Contracts have been provided or made available to Canter prior to the date hereof;

(n) neither Altitude nor Altitude Nevada has any material liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise), and, nor is there any basis for assertion against Altitude or Altitude Nevada of any material liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise), other than the liabilities disclosed by Altitude to Canter prior to the date hereof;

(o) neither Altitude nor Altitude Nevada has any outstanding taxes due and payable;

(p) Altitude has duly and on a timely basis prepared and filed all tax returns required to be filed by it prior to the date hereof and such returns and documents are complete and correct. Altitude has no knowledge of any contingent tax liabilities or any ground which would prompt an assessment or reassessment of any of such returns or reports, including aggressive treatment of income and expenses in filing any tax returns;

(q) the Corporate Records of Altitude are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constating Documents of Altitude. Without limiting the generality of the foregoing, in respect of the Corporate Records of Altitude (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders (and committees, if any) and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be;

(r) no proceedings have been taken, are pending or authorized by Altitude or Altitude Nevada or by any other Person, or have been threatened against Altitude or Altitude Nevada, in respect of the bankruptcy, insolvency, liquidation or winding up of Altitude or Altitude Nevada;

(s) as at the date hereof there are no reasonable grounds for believing that any creditor of Altitude or Altitude Nevada will be prejudiced by the Amalgamation;

(t) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of Altitude or Altitude Nevada or any instruments binding on it or its assets:

(i) which would preclude Altitude from entering into this Agreement;

(ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Altitude;

(iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Altitude or Altitude Nevada is a party or to purchase any of Altitude's, Altitude Nevada's or Amalco's assets; or

(iv) which would impose restrictions on the ability of Amalco:

(A) to carry on any business which it might choose to carry on within any geographical area;

(B) to acquire property or dispose of its property and assets as an entirety;

(C) to pay any dividends, redeem shares or make other distributions to its shareholders;

(D) to borrow money or to mortgage and pledge its property as security therefor; or

(E) to change its corporate status;

(u) Altitude holds no rights, title or interests in any real property other than the Montana Property and the option of Altitude to acquire certain rights or interests in the Nevada Property pursuant to the Option Agreement, as set forth in Exhibit "C" (the "**Mineral Rights**");

(v) under the Option Agreement, Altitude has the sole right and option acquire a 100% legal and beneficial ownership of and good and marketable title to the Mineral Rights;

(w) Altitude is not aware of any:

(i) Encumbrances on the Mineral Rights, other than such Encumbrances that are not expected to have a Material Adverse Effect on Altitude;

(ii) agreement or option to acquire, purchase, grant or convey any interest in the Mineral Rights or to pay any royalties with respect to the Mineral Rights, other than the Option Agreement;

(iii) adverse claims or challenges against or to the ownership of or right or title to the Mineral Rights or any portion thereof;

(iv) outstanding obligations or liabilities, contingent or otherwise, under any applicable environmental, mining or other law, including reclamation or rehabilitation work, associated with the Mineral Rights or arising out of past exploration, development and/or mining activities carried out thereon other than ongoing obligations for claim maintenance fees;

(v) actions, suits or proceedings pending or, threatened, against or adversely affecting or which could adversely affect the Mineral Rights before any federal, state, municipal or other Governmental Authority, court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, whether or not insured, and which might involve the possibility of any judgement or liability against the Mineral Rights; or

(vi) orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Mineral Rights and the conduct of operations related thereto;

(x) Altitude has not received any notice, whether written or oral, from any Governmental Authority of any revocation or intention to revoke any interest in the Mineral Rights;

(y) all taxes, assessments, rentals, levies or other payments related to the Mineral Rights to be made to any Governmental Authority have been made, including validity and penalty fees;

(z) the Mineral Rights are accurately described in Exhibit "C" to this Agreement. To Altitude's knowledge, the Mineral Rights have been duly and validly located and recorded pursuant to the laws of the jurisdiction in which the Mineral Rights are situate;

(aa) Barbara Anne Craig and Elizabeth Anne Dickman are the sole registered and beneficial owners of the Mineral Rights and, to Altitude's knowledge, the Mineral Rights are in good standing in all material respects;

(bb) the Option Agreement is a valid and subsisting agreement in full force and effect and, to Altitude's knowledge, enforceable against all parties thereto in accordance with the terms thereof. Altitude has performed all of the material obligations required to be performed by it, and is entitled to all benefits under, and there has been no notice of default delivered to any party pursuant to, the Option Agreement, nor, to the knowledge of Altitude, is any such default currently being alleged;

(cc) Altitude is conducting and has always conducted its business in compliance with all Applicable Laws, including laws relating to bribery of foreign public officials (including the *Corruption of Foreign Public Officials Act*) and anti-money laundering and proceeds of crime legislation (including the *Proceeds of Crime (Money Laundering) Act*), other than acts of non-compliance which, individually or in aggregate, are not material;

(dd) Altitude is not aware of and Altitude has not received any order or directive relating to any breach of any applicable environmental or health and safety law by Altitude;

(ee) Altitude has all rights of access required to operate the Mineral Rights;

(ff) Altitude has the corporate power and capacity, and possesses all material approvals, consents, certificates, registrations, authorizations, Permits and licenses issued by the appropriate Governmental Authority, necessary to own or lease its property and assets and to carry on the Business as currently conducted, except where the failure to hold such licenses or Permits individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect on Altitude;

(gg) Altitude is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person; and

(hh) Neither Altitude nor Altitude Nevada has entered into any agreement that would entitle any Person to any valid claim against Altitude, Altitude Nevada, Canter or Subco for a financial advisory fee, broker's commission, finder's fee or any like payment in respect of the Transaction or any other matter contemplated by this Agreement.

Survival of Representation and Warranties

4.3 The representations and warranties herein shall survive the performance of the Parties respective obligations hereunder and the termination of this Agreement but shall expire two years after the Effective Date.

PART 5
AGREEMENTS

Altitude Meeting

5.1 If the Amalgamation Resolution is not approved by a unanimous written consent resolution of the Altitude Shareholders, or if otherwise required in compliance with Applicable Laws (including Applicable Canadian Securities Laws):

(a) Altitude shall prepare the Notice of Meeting and Altitude shall ensure that the Notice of Meeting provides Altitude Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them; and

(b) Altitude shall cause the Notice of Meeting to be delivered to all Altitude Shareholders in accordance with the Constating Documents of Altitude and in compliance with Applicable Laws.

Exchange Filings

5.2 Canter shall use its reasonable commercial efforts to consummate the transactions contemplated by this Agreement as part of the Transaction under the rules and policies of the Exchange.

Preparation of Filings

5.3 (a) Canter and Altitude shall cooperate in taking all such action as may be required under the BCBCA, Applicable Canadian Securities Laws, and other Applicable Laws in connection with the transactions contemplated by this Agreement and the Amalgamation.

(b) Each of Canter and Altitude shall promptly furnish to the other all information concerning it as may be required for the effectuation of the actions described in this Agreement and the provisions of this Section 5.3.

PART 6
INDEMNIFICATION

Mutual Indemnifications for Breaches of Warranty

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

(a) any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement, or

(b) any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained in this Agreement,

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

Limitation on Mutual Indemnification

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

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

(b) an Indemnifying Party shall not be required to indemnify an Indemnified Party until the aggregate Claims sustained by that Indemnified Party exceeds a value of $10,000, in which case, the Indemnifying Party shall be obligated to the Indemnified Party for all Claims.

Procedure for Indemnification

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

(a) upon receipt from a third party by the Indemnified Party of notice of a Claim or the Indemnified Party becoming aware of any Claims in respect of which the Indemnified Party proposes to demand indemnification from the Indemnifying

Party, the Indemnified Party shall give notice to that effect to the Indemnifying Party with reasonable promptness, provided that failure to give such notice shall not relieve the Indemnifying Party from any liability it may have to the Indemnified Party except to the extent that the Indemnifying Party is prejudiced thereby;

(b) in the case of Claims arising from third parties, the Indemnifying Party shall have the right by notice to the Indemnified Party not later than 30 days after receipt of the notice described in Section 6.3(a) above to assume the control of the defense, compromise or settlement of the Claims, provided that such assumption shall, by its terms, be without costs to the Indemnified Party and the Indemnifying Party shall, at the Indemnified Party's request, furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defense, compromise or settlement;

(c) upon the assumption of control by the Indemnifying Party as aforesaid, the Indemnifying Party shall diligently proceed with the defense, compromise or settlement of the Claims at its sole expense, including employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall co-operate fully, but at the expense of the Indemnifying Party, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are necessary to enable the Indemnifying Party to conduct such defense; provided always that the Indemnified Party shall be entitled to reasonable security from the Indemnifying Party for any expense, costs or other liabilities to which it may be or may become exposed by reason of such co-operation;

(d) the final determination of any such Claims arising from third parties, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claims against the Indemnifying Party hereunder; and

(e) should the Indemnifying Party fail to give notice to the Indemnified Party as provided in Section 6.3(b) above, the Indemnified Party shall be entitled to make such settlement of the Claims as in its sole discretion may appear reasonably advisable, and such settlement or any other final determination of the Claims shall be binding upon the Indemnifying Party.

PART 7
CONDITIONS PRECEDENT

Mutual Conditions Precedent

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

(a) the Amalgamation Resolution shall have been passed by the requisite majority of Altitude Shareholders;

(b) the Amalgamation shall have become effective on or prior to the Outside Date;

(c) Canter shall not have received any objection from the Exchange to the Exchange Filings that would prevent Closing as contemplated by this Agreement;

(d) all other consents, orders and approvals, including regulatory approvals and orders, necessary or desirable for the completion of the transactions provided for in this Agreement and the Amalgamation shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances;

(e) this Agreement shall not have been terminated under Part 9;

(f) Dissent Rights shall not have been exercised with respect to the Amalgamation by Altitude Shareholders;

(g) the availability of prospectus exemptions for the Amalgamation under Applicable Canadian Securities Laws and the availability of registration exemptions for the Amalgamation under applicable securities laws of any foreign jurisdiction in respect of substantially all of the Canter Shares to be issued outside of Canada;

(h) the issuance of Canter Shares to U.S. Altitude Shareholders shall be exempt from registration under the 1933 Act, and from registration under all applicable U.S. state securities laws, and Altitude shall have obtained and delivered to Canter, on or before the Effective Date, a fully completed and executed U.S. Investment Agreement from each U.S. Altitude Shareholder entitled to receive Canter Shares pursuant to the Amalgamation in order to, among other things, evidence the availability of such exemptions;

(i) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Amalgamation; and

(j) all actions and documentation required to apply the resale restrictions for Canter Shares contemplated by Section 2.16 shall have been taken or delivered.

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

Additional Conditions to Obligations of Canter

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

(a) Altitude shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by it on or before the Effective Date pursuant to the terms of this Agreement;

(b) except as affected by the transactions contemplated by this Agreement, the representations and warranties of Altitude made in this Agreement shall be true and correct in all material respects as at the Effective Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality, which representations and warranties shall be true and correct in all respects;

(c) Altitude shall have furnished Canter with:

(i) certified copies of the resolutions duly passed by the board of directors of Altitude approving this Agreement and the consummation of the transactions contemplated hereby;

(ii) certified copies of the Amalgamation Resolutions approved by the Altitude Shareholders;

(iii) certified copies of Altitude's Constating Documents;

(iv) a certificate of good standing of Altitude dated within one day of the Effective Date;

(v) a certificate of Altitude addressed to Canter and dated the Effective Date, signed on behalf of Altitude by a senior officer of Altitude, confirming that the conditions in Section 7.2(a), Section 7.2(b), Section 7.2(d), Section 7.2(e) and Section 7.2(f) have been satisfied;

(vi) a U.S. Investment Agreement in the form attached as Exhibit "E" for each U.S. Altitude Shareholder; and

(vii) such other closing documents as may be requested by Canter, acting reasonably;

(d) no act, action, suit, proceeding, objection or opposition shall have been threatened or taken against or affecting Altitude before or by any domestic or foreign court, tribunal or Governmental Authority or other regulatory authority or administrative agency or commission by any elected or appointed public official or private person in Canada, the United States or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive

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

(e) there shall not have occurred any Material Adverse Change with respect to Altitude between the date hereof and the Effective Date; and

(f) in the event that Canter elects to advance the Unsecured Loan to Altitude, and not directly to the Nevada Property optionors, Altitude shall have used the Unsecured Loan proceeds to fully satisfy the payment obligations of Altitude set forth in Section 2.5(a) of the Option Agreement.

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

Additional Conditions to Obligations of Altitude

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

(a) Canter and Subco shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by them on or before the Effective Date pursuant to the terms of this Agreement;

(b) except as affected by the transactions contemplated by this Agreement, the representations and warranties of Canter and Subco made in this Agreement shall be true and correct in all material respects as at the Effective Date with the same effect as though such representations and warranties had been made at and as of such time, other than in respect of representations and warranties qualified by materiality, which representations and warranties shall be true and correct in all respects;

(c) the Canter Shares to be issued to the Altitude Shareholders shall be issued as fully paid and non-assessable common shares in the capital of Canter, free and clear of any and all Encumbrances, except those pursuant to any relevant Exchange policies or applicable securities laws;

(d) Canter shall have furnished Altitude with;

(i) certified copies of the resolutions duly passed by the boards of directors of Canter and Subco approving this Agreement and the consummation of the transactions contemplated hereby;

(ii) certified copies of the resolutions of Canter, as the sole shareholder of Subco, approving this Agreement and the consummation of the transactions contemplated hereby;

(iii) certified copies of Canter and Subco's Constating Documents;

(iv) certificates of good standing of Canter and Subco dated within one day of the Effective Date;

(v) a certificate of Canter addressed to Altitude and dated the Effective Date, signed on behalf of Canter by a senior officer of Canter, confirming that the conditions in Section 7.3(a), Section 7.3(b), Section 7.3(e) and Section 7.3(f) have been satisfied; and

(vi) such other closing documents as may be requested by Altitude, acting reasonably;

(e) no act, action, suit, proceeding, objection or opposition shall have been threatened or taken against or affecting Canter before or by any domestic or foreign court, tribunal or Governmental Authority or other regulatory authority or administrative agency or commission by any elected or appointed public official or private person in Canada, the United States or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been proposed, enacted, promulgated, amended or applied, which in the sole judgment of Altitude, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting Canter or would materially impede the ability of the Parties to complete the Amalgamation;

(f) there shall not have occurred any Material Adverse Change with respect to Canter or Subco between the date hereof and the Effective Date; and

(g) Canter shall have advanced the Unsecured Loan to the Nevada Property optionors or to Altitude in accordance with Section 2.18.

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

Notice and Effect of Failure to Comply with Conditions

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

will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

Satisfaction of Conditions

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

PART 8
AMENDMENT

Amendment

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

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by Altitude Shareholders without approval by the affected Altitude Shareholders given in the same manner as required for the approval of the Amalgamation.

PART 9
TERMINATION

Termination

9.1 (a) This Agreement may be terminated at any time in each of the following circumstances:

(i) by written agreement executed and delivered by Canter and Altitude;

(ii) by any Party if the Effective Date shall not have occurred by the Outside Date;

(iii) by Canter if there has been a material breach by Altitude of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which such breach Altitude fails to cure within ten (10) Business Days after written notice thereof is given by Canter; or

(iv) by Altitude if there has been a material breach by Canter or Subco of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach Canter or Subco, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by Altitude.

(b) If this Agreement is terminated in accordance with the foregoing provisions of this Section 9.1, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to the other Parties hereunder except for each Party's obligations under Section 10.8 and Section 10.9 hereunder, which shall survive such termination, and provided that neither the termination of this Agreement nor anything contained in this Section 9.1(b) shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination.

PART 10
GENERAL

Notices

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

(a) in the case of Canter or Subco, to:
Canter Resources Corp.
Suite 918, 1030 West Georgia Street
Vancouver, BC, V6E 2Y3

Attention: Hani Zabaneh
Email: **[REDACTED – Personal Information]**

with a copy to:

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

Attention: Kathy Tang
Email: **[REDACTED – Personal Information]**

(b) in the case of Altitude, to:

Altitude Ventures Corp.
Suite 910, 510 Burrard Street
Vancouver, BC, V6C 3A8

Attention: Ali Hakimzadeh
Email: **[REDACTED – Personal Information]**

with a copy to:

McMillan LLP
Suite 1500, 1055 West Georgia Street
Vancouver, BC, V6E 4N7

Attention: Mark Neighbor
Email: **[REDACTED – Personal Information]**

or such other address as the Parties may, from time to time, advise the other Parties hereto by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such facsimile or other electronic transmission is received.

Binding Effect

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

Assignment

10.3 Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto, such consent not to be unreasonably withheld.

Entire Agreement

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

Public Communications

10.5 Each of Canter and Altitude agree to consult with each other prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Amalgamation or making any filing with any Governmental Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Amalgamation, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws or the policies of the Exchange. If such disclosure is required prior to receipt of the other Party's comments on the disclosure, the Party making such disclosure shall give prior written notice to the other Party prior to disseminating or otherwise making such disclosure.

No Shop

10.6 Prior to the earlier of Closing and the date this Agreement is terminated in accordance with Section 9.1, each of the Parties will not, nor will it permit any of its respective directors, officers, affiliates, employees, representatives or agents (including and without limitation, investment bankers, attorneys and accountants) to, directly or indirectly solicit, discuss, encourage or accept any Alternative Transaction or offer relating to an Alternative Transaction; provided that, nothing herein shall prevent the board of directors of Canter from responding to an unsolicited offer in accordance with their fiduciary duties as directors.

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

Costs

10.8 All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such cost or expense, whether or not the Amalgamation is completed.

Confidentiality

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

(i) is now or hereafter becomes generally available to the public absent any breach of the foregoing;

(ii) was available on a non-confidential basis to a Party prior to its disclosure;

(iii) becomes available to a Party on a non-confidential basis from a third party who is not bound to keep such information confidential; or

(iv) is independently generated by a Party without the use of, and not as a consequence of the disclosure of, any other Party's confidential information by any Person.

(b) Each of the Parties covenants that it will return to the other Party all confidential information immediately upon termination of this Agreement.

Severability

10.10 If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Further Assurances

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

Time of Essence

10.12 Time shall be of the essence of this Agreement.

Applicable Law and Enforcement

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

Waiver

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

Remedies Cumulative

10.15 The rights and remedies of the Parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any Party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such Party may be lawfully entitled for the same default or breach.

Counterparts

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

[signature page follows]

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

CANTER RESOURCES CORP.

Per: "*Hani Zabaneh*"

Authorized Signatory

1447235 B.C. LTD.

Per: "*Hani Zabaneh*"

Authorized Signatory

ALTITUDE VENTURES CORP.

Per: *"Ali Hakimzadeh"*

Authorized Signatory

EXHIBIT "A"

FORM OF ARTICLES OF AMALCO

(See attached.)

Number:

BUSINESS CORPORATIONS ACT

ARTICLES

of

ALTITUDE VENTURES CORP.

TABLE OF CONTENTS

Number:

BUSINESS CORPORATIONS ACT

ARTICLES

of

ALTITUDE VENTURES CORP.
(the "**Company**")

PART 1

INTERPRETATION

Definitions

1.1 In these Articles, unless the context otherwise requires:

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

(b) "**board of directors**", "**directors**" and "**board**" mean the directors or sole director of the Company for the time being;

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

(d) "**legal personal representative**" means the personal or other legal representative of the shareholder;

(e) "**registered address**" of a shareholder means the shareholder's address as recorded in the central securities register;

(f) "**seal**" means the seal of the Company, if any;

(g) "**share**" means a share in the share structure of the Company; and

(h) "**special majority**" means the majority of votes described in §11.2 which is required to pass a special resolution.

Act and Interpretation Act Definitions Applicable

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

PART 2

SHARES AND SHARE CERTIFICATES

Authorized Share Structure

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

Form of Share Certificate

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

Shareholder Entitled to Certificate, Acknowledgment or Written Notice

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

Delivery by Mail

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

Replacement of Worn Out or Defaced Certificate or Acknowledgement

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

(a) cancel the share certificate or acknowledgment; and

(b) issue a replacement share certificate or acknowledgment.

Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

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

(a) proof satisfactory to it of the loss, theft or destruction; and

(b) any indemnity the directors consider adequate.

Splitting Share Certificates

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

Certificate Fee

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

Recognition of Trusts

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

PART 3

ISSUE OF SHARES

Directors Authorized

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

Commissions and Discounts

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

Brokerage

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

Conditions of Issue

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

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

(i) past services performed for the Company;

(ii) property;

(iii) money; and

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

Share Purchase Warrants and Rights

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

PART 4

SHARE REGISTERS

Central Securities Register

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

PART 5

SHARE TRANSFERS

Registering Transfers

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

(a) except as exempted by the Act, a written instrument of transfer in respect of the share has been received by the Company (which may be a separate document or endorsed on the share certificate for the shares transferred) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;

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

(c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment; and

(d) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer and the right of the transferee to have the transfer registered.

Form of Instrument of Transfer

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

Transferor Remains Shareholder

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

Signing of Instrument of Transfer

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

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

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

Enquiry as to Title Not Required

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

Transfer Fee

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

PART 6

TRANSMISSION OF SHARES

Legal Personal Representative Recognized on Death

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

person as a legal personal representative of a shareholder, the Company shall receive the documentation required by the Act.

Rights of Legal Personal Representative

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

PART 7

PURCHASE, REDEEM OR OTHERWISE ACQUIRE SHARES

Company Authorized to Purchase, Redeem or Otherwise Acquire Shares

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

Purchase When Insolvent

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

(a) the Company is insolvent; or

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

Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares

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

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

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

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

Company Entitled to Purchase, Redeem or Otherwise Acquire Share Fractions

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

PART 8

BORROWING POWERS

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

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

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

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

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

8.2 The powers conferred under this Part 8 shall be deemed to include the powers conferred on a company by Division VII of the *Special Corporations Powers Act* being chapter P-16 of the Revised Statutes of Quebec, 1988, and every statutory provision that may be substituted therefor or for any provision therein.

PART 9

ALTERATIONS

Alteration of Authorized Share Structure

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

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

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

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

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

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

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

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

(f) alter the identifying name of any of its shares; or

(g) otherwise alter its shares or authorized share structure when required or permitted to do so by the Act where it does not specify by a special resolution;

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

Special Rights or Restrictions

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

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

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued,

and alter its Notice of Articles and Articles accordingly.

Change of Name

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

Other Alterations

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

PART 10

MEETINGS OF SHAREHOLDERS

Annual General Meetings

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

Resolution Instead of Annual General Meeting

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

Calling of Meetings of Shareholders

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

Notice for Meetings of Shareholders

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

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

(a) if the Company is a public company, 21 days;

(b) otherwise, 10 days.

Record Date for Notice

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

(a) if the Company is a public company, 21 days;

(b) otherwise, 10 days.

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

Record Date for Voting

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

Failure to Give Notice and Waiver of Notice

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

Notice of Special Business at Meetings of Shareholders

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

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

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

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

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

Place of Meetings

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

PART 11

PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

Special Business

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

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

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

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

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

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

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

(v) the election or appointment of directors;

(vi) the appointment of an auditor;

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

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

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

Special Majority

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

Quorum

11.3 Subject to the special rights or restrictions attached to the shares of any class or series of shares, and to §11.4, the quorum for the transaction of business at a meeting of shareholders is at least one person who is, or who represents by proxy, one or more shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

One Shareholder May Constitute Quorum

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

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

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

Persons Entitled to Attend Meeting

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

Requirement of Quorum

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

Lack of Quorum

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

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

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

Lack of Quorum at Succeeding Meeting

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

Chair

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

(a) the chair of the board, if any; or

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

Selection of Alternate Chair

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

Adjournments

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

Notice of Adjourned Meeting

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

Decisions by Show of Hands or Poll

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

Declaration of Result

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

Motion Need Not be Seconded

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

Casting Vote

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

Manner of Taking Poll

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

(a) the poll must be taken:

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

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

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

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

Demand for Poll on Adjournment

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

Chair Must Resolve Dispute

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

Casting of Votes

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

No Demand for Poll on Election of Chair

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

Demand for Poll Not to Prevent Continuance of Meeting

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

Retention of Ballots and Proxies

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

PART 12

VOTES OF SHAREHOLDERS

Number of Votes by Shareholder or by Shares

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

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

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

Votes of Persons in Representative Capacity

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

Votes by Joint Holders

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

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

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

Legal Personal Representatives as Joint Shareholders

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

Representative of a Corporate Shareholder

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

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

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

(ii) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;

(b) if a representative is appointed under this §12.5:

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

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

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

Proxy Provisions Do Not Apply to All Companies

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

Appointment of Proxy Holders

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

Alternate Proxy Holders

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

Proxy Holder Need Not Be Shareholder

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

Deposit of Proxy

12.10 A proxy for a meeting of shareholders must:

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

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

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

Validity of Proxy Vote

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

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

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

Form of Proxy

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

[Name of Company]
(the "Company")

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

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

Signed [month, day, year]

_____
[Signature of shareholder]

_____
[Name of shareholder—printed]

Revocation of Proxy

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

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

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

Revocation of Proxy Must Be Signed

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

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

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

Production of Evidence of Authority to Vote

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

PART 13

DIRECTORS

First Directors; Number of Directors

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

(a) subject to §(b) and §(c), the number of directors that is equal to the number of the Company's first directors;

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

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

(ii) the number of directors in office pursuant to §14.4;

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

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

(ii) the number of directors in office pursuant to §14.4.

Change in Number of Directors

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

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

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

Directors' Acts Valid Despite Vacancy

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

Qualifications of Directors

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

Remuneration of Directors

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

Reimbursement of Expenses of Directors

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

Special Remuneration for Directors

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

Gratuity, Pension or Allowance on Retirement of Director

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

PART 14

ELECTION AND REMOVAL OF DIRECTORS

Election at Annual General Meeting

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

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

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

Consent to be a Director

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

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

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

(c) with respect to first directors, the designation is otherwise valid under the Act.

Failure to Elect or Appoint Directors

14.3 If:

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

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

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

(c) when his or her successor is elected or appointed; and

(d) when he or she otherwise ceases to hold office under the Act or these Articles.

Places of Retiring Directors Not Filled

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

Directors May Fill Casual Vacancies

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

Remaining Directors Power to Act

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

Shareholders May Fill Vacancies

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

Additional Directors

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

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

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

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

Ceasing to be a Director

14.9 A director ceases to be a director when:

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

(b) the director dies;

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

(d) the director is removed from office pursuant to §14.10 or §14.11.

Removal of Director by Shareholders

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

Removal of Director by Directors

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

Nomination of Directors

14.12

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

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

(ii) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act; or

(iii) by any person (a "**Nominating Shareholder**") (A) who, at the close of business on the date of the giving of the notice provided for below in this §14.12 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (B) who complies with the notice procedures set forth below in this §14.12.

(b) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, such person must have given (i) timely notice thereof in proper written form to the Corporate Secretary of the Company at the principal executive offices of the Company in accordance with this §14.12 and (ii) the representation and agreement with respect to each candidate for nomination as required by, and within the time period specified in §14.12(e).

(c) To be timely under §14.12(b)(i), a Nominating Shareholder's notice to the Corporate Secretary of the Company must be made:

(i) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than 40 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the tenth (10th) day following the Notice Date; and

(ii) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this §14.12(c).

(d) To be in proper written form, a Nominating Shareholder's notice to the Corporate Secretary of the Company, under §14.12(b)(i) must set forth:

(i) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the Meeting of Shareholders (if such date shall then have been

made publicly available and shall have occurred) and as of the date of such notice, (D) a statement as to whether such person would be "independent" of the Company (within the meaning of sections 1.4 and 1.5 of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators, as such provisions may be amended from time to time) if elected as a director at such meeting and the reasons and basis for such determination and (E) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws; and

(ii) as to the Nominating Shareholder giving the notice, (A) any information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws, and (B) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the Nominating Shareholder as of the record date for the Meeting of Shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice.

(e) To be eligible to be a candidate for election as a director of the Company and to be duly nominated, a candidate must be nominated in the manner prescribed in this §14.12 and the candidate for nomination, whether nominated by the board or otherwise, must have previously delivered to the Corporate Secretary of the Company at the principal executive offices of the Company, not less than 5 days prior to the date of the Meeting of Shareholders, a written representation and agreement (in form provided by the Company) that such candidate for nomination, if elected as a director of the Company, will comply with all applicable corporate governance, conflict of interest, confidentiality, share ownership, majority voting and insider trading policies and other policies and guidelines of the Company applicable to directors and in effect during such person's term in office as a director (and, if requested by any candidate for nomination, the Corporate Secretary of the Company shall provide to such candidate for nomination all such policies and guidelines then in effect).

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

(g) For purposes of this §14.12:

(i) "**Affiliate**", when used to indicate a relationship with a person, shall mean a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified person;

(ii) "**Applicable Securities Laws**" means the *Securities Act* (British Columbia) and the equivalent legislation in the other provinces and in the territories of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commissions and similar regulatory authorities of each of the applicable provinces and territories of Canada;

(iii) "**Associate**", when used to indicate a relationship with a specified person, shall mean (A) any corporation or trust of which such person owns beneficially, directly or indirectly, voting securities carrying more than 10% of the voting rights attached to all voting securities of such corporation or trust for the time being outstanding, (B) any partner of that person, (C) any trust or estate in which such person has a substantial beneficial interest or as to which such person serves as trustee or in a similar capacity, (D) a spouse of such specified person, (E) any person of either sex with whom such specified person is living in conjugal relationship outside marriage or (F) any relative of such specified person or of a person mentioned in clauses (D) or (E) of this definition if that relative has the same residence as the specified person;

(iv) "**Derivatives Contract**" shall mean a contract between two parties (the "Receiving Party" and the "Counterparty") that is designed to expose the Receiving Party to economic benefits and risks that correspond substantially to the ownership by the Receiving Party of a number of shares in the capital of the Company or securities convertible into such shares specified or referenced in such contract (the number corresponding to such economic benefits and risks, the "Notional Securities"), regardless of whether obligations under such contract are required or permitted to be settled through the delivery of cash, shares in the capital of the Company or securities convertible into such shares or other property, without regard to any short position under the same or any other Derivatives Contract. For the avoidance of doubt, interests in broad-based index options, broad-based index futures and broad-based publicly traded market baskets of stocks approved for trading by the appropriate governmental authority shall not be deemed to be Derivatives Contracts;

(v) "**Meeting of Shareholders**" shall mean such annual shareholders meeting or special shareholders meeting, whether general or not, at which one or more persons are nominated for election to the board by a Nominating Shareholder;

(vi) "**owned beneficially**" or "**owns beneficially**" means, in connection with the ownership of shares in the capital of the Company by a person, (A) any such shares as to which such person or any of such person's Affiliates or Associates owns at law or in equity, or has the right to acquire or become the owner at law or

in equity, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, upon the exercise of any conversion right, exchange right or purchase right attaching to any securities, or pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (B) any such shares as to which such person or any of such person's Affiliates or Associates has the right to vote, or the right to direct the voting, where such right is exercisable immediately or after the passage of time and whether or not on condition or the happening of any contingency or the making of any payment, pursuant to any agreement, arrangement, pledge or understanding whether or not in writing; (C) any such shares which are beneficially owned, directly or indirectly, by a Counterparty (or any of such Counterparty's Affiliates or Associates) under any Derivatives Contract (without regard to any short or similar position under the same or any other Derivatives Contract) to which such person or any of such person's Affiliates or Associates is a Receiving Party; provided, however that the number of shares that a person owns beneficially pursuant to this clause (C) in connection with a particular Derivatives Contract shall not exceed the number of Notional Securities with respect to such Derivatives Contract; provided, further, that the number of securities owned beneficially by each Counterparty (including their respective Affiliates and Associates) under a Derivatives Contract shall for purposes of this clause be deemed to include all securities that are owned beneficially, directly or indirectly, by any other Counterparty (or any of such other Counterparty's Affiliates or Associates) under any Derivatives Contract to which such first Counterparty (or any of such first Counterparty's Affiliates or Associates) is a Receiving Party and this proviso shall be applied to successive Counterparties as appropriate; and (D) any such shares which are owned beneficially within the meaning of this definition by any other person with whom such person is acting jointly or in concert with respect to the Company or any of its securities; and

(vii) "**public announcement**" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company or its agents under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.

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

communication shall be deemed to have been made on the subsequent day that is a business day.

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

PART 15

ALTERNATE DIRECTORS

Appointment of Alternate Director

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

Notice of Meetings

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

Alternate for More than One Director Attending Meetings

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

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

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

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

(d) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

Consent Resolutions

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

Alternate Director an Agent

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

Revocation or Amendment of Appointment of Alternate Director

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

Ceasing to be an Alternate Director

15.7 The appointment of an alternate director ceases when:

(a) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

(b) the alternate director dies;

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

(d) the alternate director ceases to be qualified to act as a director; or

(e) the term of his appointment expires, or his or her appointor revokes the appointment of the alternate directors.

Remuneration and Expenses of Alternate Director

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

PART 16

POWERS AND DUTIES OF DIRECTORS

Powers of Management

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

by the shareholders of the Company. Notwithstanding the generality of the foregoing, the directors may set the remuneration of the auditor of the Company.

Appointment of Attorney of Company

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

PART 17

INTERESTS OF DIRECTORS AND OFFICERS

Obligation to Account for Profits

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

Restrictions on Voting by Reason of Interest

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

Interested Director Counted in Quorum

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

Disclosure of Conflict of Interest or Property

17.4 A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that

materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the Act.

Director Holding Other Office in the Company

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

No Disqualification

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

Professional Services by Director or Officer

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

Director or Officer in Other Corporations

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

PART 18

PROCEEDINGS OF DIRECTORS

Meetings of Directors

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

Voting at Meetings

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

Chair of Meetings

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

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

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

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

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

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

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

Meetings by Telephone or Other Communications Medium

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

(a) in person; or

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

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

Calling of Meetings

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

Notice of Meetings

18.6 Other than for meetings held at regular intervals as determined by the directors pursuant to §18.1, 48 hours' notice or such lesser notice as the Chairman in his discretion determines, acting reasonably, is appropriate in any unusual circumstances of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors by any method set out in §24.1 or orally or by telephone.

When Notice Not Required

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

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

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

Meeting Valid Despite Failure to Give Notice

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

Waiver of Notice of Meetings

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

Quorum

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

Validity of Acts Where Appointment Defective

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

Consent Resolutions in Writing

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

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

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

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

PART 19

EXECUTIVE AND OTHER COMMITTEES

Appointment and Powers of Executive Committee

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

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

(b) the power to remove a director;

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

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

Appointment and Powers of Other Committees

19.2 The directors may, by resolution:

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

(b) delegate to a committee appointed under §(a) any of the directors' powers, except:

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

(ii) the power to remove a director;

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

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

(c) make any delegation referred to in §(b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

Obligations of Committees

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

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

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

Powers of Board

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

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

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

(c) fill vacancies in the committee.

Committee Meetings

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

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

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

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

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

PART 20

OFFICERS

Directors May Appoint Officers

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

Functions, Duties and Powers of Officers

20.2 The directors may, for each officer:

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

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

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

Qualifications

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

Remuneration and Terms of Appointment

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

PART 21

INDEMNIFICATION

Definitions

21.1 In this Part 21:

(a) "**eligible party**", in relation to a company, means an individual who:

(i) is or was a director, alternate director or officer of the Company;

(ii) is or was a director, alternate director or officer of another corporation

(A) at a time when the corporation is or was an affiliate of the Company, or

(B) at the request of the Company; or

(iii) at the request of the Company, is or was, or holds or held a position equivalent to that of, a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

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

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

(c) "**eligible proceeding**" means a proceeding in which an eligible party or any of the heirs and personal or other legal representatives of the eligible party, by reason of the eligible party being or having been a director, alternate director or officer of, or holding or having held a position equivalent to that of a director, alternate director or officer of, the Company or an associated corporation

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

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

(d) "**expenses**" has the meaning set out in the Act and includes costs, charges and expenses, including legal and other fees, but does not include judgments, penalties, fines or amounts paid in settlement of a proceeding; and

(e) "**proceeding**" includes any legal proceeding or investigative action, whether current, threatened, pending or completed.

Mandatory Indemnification of Eligible Parties

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

Indemnification of Other Persons

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

Authority to Advance Expenses

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

Non-Compliance with Act

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

Company May Purchase Insurance

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

PART 22

DIVIDENDS

Payment of Dividends Subject to Special Rights

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

Declaration of Dividends

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

No Notice Required

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

Record Date

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

Manner of Paying Dividend

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

Settlement of Difficulties

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

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

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

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

When Dividend Payable

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

Dividends to be Paid in Accordance with Number of Shares

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

Receipt by Joint Shareholders

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

Dividend Bears No Interest

22.10 No dividend bears interest against the Company.

Fractional Dividends

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

Payment of Dividends

22.12 Any dividend or other distribution payable in money in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered

address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

Capitalization of Retained Earnings or Surplus

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

PART 23

ACCOUNTING RECORDS AND AUDITOR

Recording of Financial Affairs

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

Inspection of Accounting Records

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

PART 24

NOTICES

Method of Giving Notice

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

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

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

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

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

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

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

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

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

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

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

(e) physical delivery to the intended recipient.

Deemed Receipt of Mailing

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

(a) mailed to a person by ordinary mail to the applicable address for that person referred to in §24.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing;

(b) faxed to a person to the fax number provided by that person referred to in §24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and

(c) emailed to a person to the e-mail address provided by that person referred to in §24.1 is deemed to be received by the person to whom it was e-mailed on the day that it was emailed.

Certificate of Sending

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

Notice to Joint Shareholders

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

Notice to Legal Personal Representatives and Trustees

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

(a) mailing the record, addressed to them:

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

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

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

Undelivered Notices

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

PART 25

SEAL

Who May Attest Seal

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

(a) any two directors;

(b) any officer, together with any director;

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

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

Sealing Copies

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

Mechanical Reproduction of Seal

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

PART 26

PROHIBITIONS

Definitions

26.1 In this Part 26:

(a) "**designated security**" means:

(i) a voting security of the Company;

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

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

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

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

(i) is not a debt security; and

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

Application

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

Consent Required for Transfer of Shares or Designated Securities

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

Full name and signature of each Director	**Date of signing**
_____ ●	●
_____ ●	●

EXHIBIT "B"

FORM OF AMALGAMATION APPLICATION

(See attached.)

BC Limited Company

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:

_____

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.

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

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

E AMALGAMATING CORPORATIONS

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

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

F FORMALITIES TO AMALGAMATION

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

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

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

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

	NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1.		**Altitude Ventures Corp.** X	
2.	NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION **1447235 B.C. Ltd.** X	DATE SIGNED YYYY / MM / DD
3.	NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION X	DATE SIGNED YYYY / MM / DD
4.	NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION X	DATE SIGNED YYYY / MM / DD
5.	NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION X	DATE SIGNED YYYY / MM / DD

NOTICE OF ARTICLES

A NAME OF COMPANY

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

B TRANSLATION OF COMPANY NAME

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

C DIRECTOR NAME(S) AND ADDRESS(ES)

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

LAST NAME	FIRST NAME	MIDDLE NAME	
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME	
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME	
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
LAST NAME	FIRST NAME	MIDDLE NAME	
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
	BC	

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
	BC	

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
	BC	

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
	BC	

F AUTHORIZED SHARE STRUCTURE

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

EXHIBIT “C”

DESCRIPTION OF MINERAL RIGHTS

[REDACTED – Commercially Sensitive Information]

EXHIBIT “D”

ALTITUDE MATERIAL CONTRACTS

[REDACTED – Commercially Sensitive Information]

EXHIBIT “E”

FORM OF U.S. INVESTMENT AGREEMENT

THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "U.S. SECURITIES ACT"), AND HAVE BEEN OFFERED AND ISSUED IN RELIANCE UPON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE ACT. SUCH SECURITIES MAY NOT BE REOFFERED FOR SALE OR RESOLD OR OTHERWISE TRANSFERRED UNLESS THEY ARE REGISTERED UNDER THE APPLICABLE PROVISIONS OF THE U.S. SECURITIES ACT OR ARE EXEMPT FROM SUCH REGISTRATION. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR BY ANY STATE SECURITIES ADMINISTRATION OR REGULATORY AUTHORITY.

INVESTMENT AGREEMENT

WHEREAS:

A. **Canter Resources Corp.** (the "**Company**"), the Company's subsidiary **1447235 B.C. Ltd.** ("**Subco**"), and **Altitude Ventures Corp.** ("**Altitude**"), are parties to that certain amalgamation agreement dated for reference November 10, 2023 (the "**Amalgamation Agreement**"), pursuant to which the undersigned U.S. shareholder of Altitude (the "**U.S. Altitude Shareholder**") will become entitled to receive certain common shares (the "**Canter Shares**") in the capital of the Company upon completion of the amalgamation of Subco and Altitude (the "**Amalgamation**") in accordance with the terms and subject to the conditions set forth in the Amalgamation Agreement; and

B. the Company is requiring the U.S. Altitude Shareholder to execute and deliver this Investment Agreement in favour of the Company in order to document the availability of exemptions from the registration requirements of the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and applicable state securities laws to register or otherwise qualify the issuance of the Canter Shares to the U.S. Altitude Shareholder upon consummation of the Amalgamation.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration:

1. The undersigned U.S. Altitude Shareholder represents and warrants to the Company as follows, and acknowledges that the Company is relying upon such representations and warranties:

    (a) the U.S. Altitude Shareholder understands that the Canter Shares have not been and will not be registered under the U.S. Securities Act and that the offer and distribution of the Canter Shares to the U.S. Altitude Shareholder contemplated by the Amalgamation Agreement is intended to be a private offering exempt from registration under the U.S. Securities Act pursuant to exemptions thereto, including, but not limited to Section 4(a)(2) of the U.S. Securities Act;

    (b) the U.S. Altitude Shareholder certifies that the offer and issuance of the Canter Shares is not a transaction, or part of a chain of transactions which is part of a plan or scheme to evade the registration requirements of the U.S. Securities Act;

    (c) if the U.S. Altitude Shareholder is not a natural person, it has been duly formed and is validly existing under the laws of its jurisdiction of formation, and has full power and authority to execute and deliver this Investment Agreement;

    (d) the U.S. Altitude Shareholder, either alone or together with its advisers, has such knowledge and experience in financial and business matters as to be capable of evaluating

the merits and risks of an investment in the Canter Shares, and the U.S. Altitude Shareholder is able to bear the economic risk of loss of the U.S. Altitude Shareholder's entire investment;

(e) the U.S. Altitude Shareholder and any persons for whose account or benefit the U.S. Altitude Shareholder is acquiring the Canter Shares EITHER:

a. is **not** an "accredited investor" as defined in Rule 501(a) of Regulation D (an "**Accredited Investor**") under the U.S. Securities Act and has completed and executed the Investor Suitability Questionnaire attached hereto as Appendix I; OR

b. is an Accredited Investor by virtue of meeting one or more of the following criteria (**please hand-write your initials on the appropriate line(s)**):

_____ Category 1. A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the United States *Securities Exchange Act of 1934*; an investment adviser registered pursuant to section 203 of the *Investment Advisers Act of 1940* or registered pursuant to the laws of a state; an investment adviser relying on the exemption from registering with the United States Securities and Exchange Commission (the "**Commission**") under section 203(l) or (m) of the United States *Investment Advisers Act of 1940*; an insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; an investment company registered under the United States *Investment Company Act of 1940*; a business development company as defined in Section 2(a)(48) of the United States *Investment Company Act of 1940*; a small business investment company licensed by the United States Small Business Administration under Section 301 (c) or (d) of the United States *Small Business Investment Act of 1958*; a rural business investment company as defined in section 384A of the United States *Consolidated Farm and Rural Development Act*; a plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of US$5,000,000; or an employee benefit plan within the meaning of the United States *Employee Retirement Income Security Act of 1974* in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or an employee benefit plan with total assets in excess of US$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons who are Accredited Investors; or

_____ Category 2. A private business development company as defined in Section 202(a)(22) of the United States *Investment Advisers Act of 1940*; or

_____ Category 3. An organization described in Section 501(c)(3) of the United States *Internal Revenue Code*, a corporation, a Massachusetts or similar business trust, a partnership, or a limited liability company, not formed for the specific purpose of acquiring the Canter Shares offered, with total assets in excess of US$5,000,000; or

_____ Category 4. A director or executive officer of the Company; or

_____ Category 5. A natural person whose individual net worth, or joint net worth with that person's spouse or spousal equivalent (being a cohabitant occupying a relationship generally equivalent to that of a spouse), at the time of that person's purchase exceeds US$1,000,000 (**note:** for the purposes of calculating net worth: (i) the person's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person's primary residence, up to the estimated fair market value of the primary residence at the time of the issuance of Canter Shares to the U.S. Altitude Shareholder contemplated by the Amalgamation Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of such issuance of Canter Shares exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); (iii) indebtedness that is secured by the person's primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability; (iv) for the purposes of calculating joint net worth of the person and that person's spouse or spousal equivalent, (A) joint net worth can be the aggregate net worth of the investor and spouse or spousal equivalent, and (B) assets need not be held jointly to be included in the calculation; and reliance by the person and that person's spouse or spousal equivalent on the joint net worth standard does not require that the securities be purchased jointly); or

_____ Category 6. A natural person who had an individual income in excess of US$200,000 in each of the two most recent years or joint income with that person's spouse or spousal equivalent in excess of US$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ Category 7. A trust, with total assets in excess of US$5,000,000, not formed for the specific purpose of acquiring the Canter Shares, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) under the U.S. Securities Act; or

_____ Category 8. An entity in which all of the equity owners are Accredited Investors; or

If you checked Category 8, please indicate the name and category of Accredited Investor (by reference to the applicable category number herein) of each equity owner:

Name of Equity Owner	Category of Accredited Investor

It is permissible to look through various forms of equity ownership to natural persons in determining the Accredited Investor status of entities under this category. If those natural persons are themselves Accredited Investors, and if all other equity owners of the entity seeking Accredited Investor status are Accredited Investors, then this category will be available.

_____ Category 9. An entity, of a type not listed in Categories 1, 2, 3, 7 or 8, not formed for the specific purpose of acquiring the Canter Shares, owning investments in excess of US$5,000,000 (note: for the purposes of this Category 9, "investments is defined in Rule 2a51-1(b) under the United States *Investment Company Act of 1940*); or

_____ Category 10. A natural person holding in good standing one or more of the following professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status: The General Securities Representative license (Series 7), the Private Securities Offerings Representative license (Series 82), and the Licensed Investment Adviser Representative (Series 65); or

_____ Category 11. Any "family office," as defined in rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*: (i) with assets under management in excess of US$5,000,000, (ii) that is not formed for the specific purpose of acquiring the Canter Shares, and (iii) whose prospective investment is directed by a person (a "**Knowledgeable Family Office Administrator**") who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or

_____ Category 12. A "family client," as defined in rule 202(a)(11)(G)-1 under the United States *Investment Advisers Act of 1940*, of a family office meeting the requirements set forth in Category 11 above and whose prospective investment in the Company is directed by such family

office with the involvement of the Knowledgeable Family Office Administrator.

(f) the U.S. Altitude Shareholder will acquire the Canter Shares for the U.S. Altitude Shareholder's own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Canter Shares in violation of United States securities laws;

(g) the U.S. Altitude Shareholder acknowledges that it will not be acquiring the Canter Shares as a result of any form of general solicitation or general advertising, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

(h) the U.S. Altitude Shareholder is aware that the Company is a reporting issuer under the Securities Acts of each of the Provinces and Territories of Canada, and, as such, the Company is required to make certain filings (the "**Public Disclosure Record**") on the System for Electronic Document Analysis and Retrieval (commonly known as "**SEDAR+**"), an electronic filing system maintained on behalf of the Canadian Securities Administrators (including the Securities Commissions of each of the Provinces and Territories of Canada);

(i) the U.S. Altitude Shareholder:

a. has been provided with the opportunity to review the Company's Public Disclosure Record,

b. has been given access to such other information concerning the Company as it has considered necessary or appropriate in connection with its investment decision to accept the Canter Shares pursuant to the Amalgamation Agreement; and

c. has had an opportunity to ask questions and receive answers from the Company regarding the Company's business, management and financial affairs and the terms and conditions of the offer and issuance of the Canter Shares;

(j) the Company's financial statements forming part of the Public Disclosure Record have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles;

(k) there may be material tax consequences to the U.S. Altitude Shareholder of an acquisition or disposition of the Canter Shares, and the Company gives no opinion and makes no representation with respect to the tax consequences to the U.S. Altitude Shareholder under United States federal, state, local or foreign tax law of the U.S. Altitude Shareholder's acquisition or disposition of such securities;

(l) the Canter Shares will be issued as "restricted securities" as defined in Rule 144(a)(3) under the U.S. Securities Act;

(m) if the U.S. Altitude Shareholder decides to offer, sell or otherwise transfer any of the Canter Shares, it will not offer, sell or otherwise transfer any such securities directly or indirectly, unless

(i) the sale is to the Company;

(ii) the sale is made outside the United States in a transaction meeting the requirements of Rule 904 of Regulation S under the U.S. Securities Act ("**Regulation S**") and in compliance with applicable local laws and regulations;

(iii) the sale is made pursuant to the exemption from the registration requirements under the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities or "Blue Sky" laws; or

(iv) the Canter Shares are sold in a transaction that does not require registration under the U.S. Securities Act or any applicable state laws and regulations governing the offer and sale of securities,

and, in the case of clauses (iii) or (iv) above, it has prior to such sale furnished to the Company an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company;

(n) the certificates or other instruments representing the Canter Shares, as well as all certificates or other instruments issued in exchange for or in substitution of the foregoing, until such time as is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws, will bear, on the face of such certificate, the restrictive legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**U.S. SECURITIES ACT**"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO CANTER RESOURCES CORP. (THE "**COMPANY**"), (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE CANADIAN LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT; PROVIDED THAT, IN THE CASE OF TRANSFERS PURSUANT TO CLAUSE (C) OR (D) ABOVE, THE HOLDER HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

provided that if the Canter Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S, the legend set forth above may be removed by providing

an executed declaration to the registrar and transfer agent of the Company, in substantially the form set forth as Appendix II attached hereto (or in such other forms as the Company may prescribe from time to time) and, if requested by the Company or the transfer agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if any Canter Shares are being sold otherwise than in accordance with Regulation S and other than to the Company, the legend may be removed by delivery to the registrar and transfer agent and the Company of an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company, that such legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws;

(o) the U.S. Altitude Shareholder consents to the Company making a notation on its records or giving instruction to the registrar and transfer agent of the Company in order to implement the restrictions on transfer set forth and described herein; and

(p) the U.S. Altitude Shareholder understands and acknowledges that the Company has no obligation or present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement to facilitate the resale of the Canter Shares in the United States, or to take any other action (including, without limitation, in respect of Rule 144 under the U.S. Securities Act) to facilitate the resale of any of the Canter Shares in the United States.

2. This Agreement will be governed by and construed in accordance with the laws of British Columbia and the U.S. Altitude Shareholder hereby irrevocably attorns to the jurisdiction of the Courts of British Columbia.

3. Delivery of an executed copy of this Agreement by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Agreement as of the date set forth below.

This Investment Agreement is executed by the undersigned U.S. Altitude Shareholder on the _____ day of _____, 2023.

X _____
Signature of individual (if U.S. Altitude Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Altitude Shareholder is **not** an individual)

_____
Name of U.S. Altitude Shareholder (**please print**)

_____
Name of authorized signatory (**please print**)

_____
Official capacity of authorized signatory (**please print**)

APPENDIX I

INVESTOR SUITABILITY QUESTIONNAIRE (NON-ACCREDITED)

Capitalized terms not specifically defined in this certification have the meaning ascribed to them in the Investment Agreement to which this Appendix "I" is attached.

The purpose of this Investor Suitability Questionnaire is to assist **CANTER RESOURCES CORP. (**the "**Company**") assess the suitability of the U.S. Altitude Shareholder to acquire the Canter Shares pursuant to the Amalgamation Agreement, and thereby facilitate compliance with exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws.

Your responses contained in this Investor Suitability Questionnaire will at all times be kept strictly confidential. However, by signing this Investor Suitability Questionnaire, you agree that the Company may present it to such regulatory authorities as it deems appropriate if called upon to establish the availability under the U.S. Securities Act or any state securities law of an exemption from registration.

1. Income

(a) Was your annual income for the calendar year ended December 31, 2022 over US$150,000?

Yes _____ No _____

(b) Was your annual income for the calendar year ended December 31, 2021 over US$150,000?

Yes _____ No _____

(c) Do you anticipate that your annual income for the year ended December 31, 2023 will be over US$150,000?

Yes _____ No _____

(d) Do you anticipate that your current amount of income will change in the foreseeable future?

Yes _____ No _____

(e) If so, when, why and to what amount will that income change?

_____

_____

_____

_____

(f) If your responses to questions 1(a) through 1(c) were "No", please provide your annual income for the calendar years ending December 31, 2022 and December 31, 2021.

December 31, 2022: US$

December 31, 2021: US$

(g) If your responses to questions 1(a) through 1(c) were "No", please provide your joint annual income with your spouse for the calendar years ending December 31, 2022 and December 31, 2021.

December 31, 2022: US$

December 31, 2021: US$

2. Net Worth

Please provide your net worth (for the purposes of calculating net worth: (i) your primary residence shall not be included as an asset; (ii) indebtedness that is secured by your primary residence, up to the estimated fair market value of the primary residence at the time of the sale of Canter Shares to

you contemplated by the Amalgamation Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of such sale of Canter Shares exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by your primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability)

Net Worth: US$ _____

3. Educational Background

(a) Briefly describe educational background, relevant institutions attended, dates, degrees:

(b) Briefly describe business involvement or employment during the past 10 years or since graduation from school, whichever period is shorter. (Specific employers need not be named. A sufficient description is needed to assist the Company in determining the extent of vocationally related experience in financial and business matters).

4. Investment experience

(a) Please indicate the frequency of your investment in marketable securities:

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(b) Please indicate the frequency of your investment in unmarketable securities;

( ) Often; ( ) Occasionally; ( ) Seldom; ( ) Never.

(c) Have your purchased securities sold in reliance on the private offering exemptions from registration pursuant to the U.S. Securities Act or any state laws during the past three years?

Yes _____ No _____

(d) If you answered "Yes," please provide the following information:

Year	Nature of Security	Business of Issuer	Total Amount Invested (US$)

(e) Do you believe you have sufficient knowledge and experience in investments, and in financial and business affairs, that you can evaluate the merits and risks of an investment in the Canter Shares?

Yes _____ No _____

(f) If not, have you sought the advice of a professional adviser and has such professional adviser explained the relative merits and risks of an investment in the Canter Shares in such manner and in sufficient detail to permit you to make what you believe to be a fully informed decision to accept an investment in the Canter Shares?

Yes _____ No _____

You hereby acknowledge that the foregoing statements are true and accurate to the best of your information and belief and that you will promptly notify the Company of any changes in the foregoing answers.

ONLY U.S. ALTITUDE SHAREHOLDERS WHO ARE NOT ACCREDITED INVESTORS NEED TO COMPLETE AND SIGN THIS APPENDIX I.

Dated _____ 2023.

X _____
Signature of individual (if U.S. Altitude Shareholder **is** an individual)

X _____
Authorized signatory (if U.S. Altitude Shareholder is **not** an individual)

_____
Name of U.S. Altitude Shareholder (**please print**)

_____
Name of authorized signatory (**please print**)

_____
Official capacity of authorized signatory (**please print**)

APPENDIX II

Form of Declaration for Removal of Legend

To: Canter Resources Corp. (the "**Corporation**")

And To: Registrar and transfer agent for the shares of the Corporation.

The undersigned (A) acknowledges that the sale of _____ (the "**Securities**") of the Corporation which this declaration relates, represented by certificate number _____ or held in direct registration system (DRS) account number _____, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and (B) certifies that (1) the undersigned is not (a) is not an "affiliate" of the Corporation, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Corporation, (b) a "distributor" as defined in Regulation S or (c) an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or any other "designated offshore securities market", and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any "directed selling efforts" in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20___.

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

_____
Name of Seller (**please print**)

_____
Name of authorized signatory (**please print**)

_____
Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the foregoing representations of our customer, _____ (the "**Seller**") dated _____, with regard to the sale, for such Seller's account, of _____ common shares (the "**Securities**") of the Corporation represented by certificate number _____ or held in direct registration system (DRS) account number _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

1. no offer to sell Securities was made to a person in the United States;

2. the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;

3. no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and

4. we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Dated: _____ 20___.

_____
Name of Firm

By: _____
Authorized Officer