AMALGAMATION AGREEMENT

among

ACME GOLD COMPANY LIMITED

and

CANADIAN GLOBAL ENERGY CORP.

and

1517742 B.C. LTD.

Dated as of December 20, 2024

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made the 20th day of December, 2024

AMONG:

ACME GOLD COMPANY LIMITED, a corporation existing under the *Business Corporations Act* (British Columbia)

("**Acme**")

AND:

CANADIAN GLOBAL ENERGY CORP., a corporation existing under the *Business Corporations Act* (British Columbia)

("**CGE**")

AND:

1517742 B.C. LTD., a corporation existing under the *Business Corporations Act* (British Columbia)

("**Newco**")

WHEREAS:

A. Acme is a reporting issuer in the provinces of British Columbia, Alberta and Ontario whose common shares are listed on the CSE (as hereinafter defined);

B. CGE is a privately held corporation that is in the business, through its wholly-owned subsidiary, Canadian Global Energy (Liberia) Corp., a corporation existing under the Laws of the Republic of Liberia ("**CGE Liberia**"), of international oil and gas exploration with a focus on operations and opportunities offshore the Republic of Liberia (the "**Business**");

C. Newco is a wholly-owned subsidiary of Acme;

D. Acme and CGE have entered into the Letter Agreement (as hereinafter defined) that sets out Acme and CGE's mutual understanding of the basic terms on which Acme will combine business operations with CGE in a reverse takeover transaction;

E. Acme, Newco and CGE propose a business combination whereby CGE and Newco will amalgamate by way of a "three-cornered amalgamation" (the "**Amalgamation**") under the *Business Corporations Act* (British Columbia) upon the terms and subject to the conditions of this Agreement and continue as one corporation ("**Amalco**"), which will be a wholly-owned subsidiary of Acme, thereafter referred to as the Resulting Issuer;

F. Prior to completion of the Amalgamation, Acme will have completed the Acme Delisting (as hereinafter defined) and the Acme Consolidation (as hereinafter defined); and

G. Acme proposes to issue Acme Post-Consolidation Shares (as hereinafter defined) to the CGE Shareholders (as hereinafter defined) on the terms described in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

(a) "**2025 Acme Stock Options**" means the 400,000 issued and outstanding stock options entitling the holders thereof to acquire one Acme Common Share per Acme Stock Option at an exercise price of $0.10 until May 25, 2025;

(b) "**2026 Acme Stock Options**" means the 500,000 issued and outstanding stock options entitling the holders thereof to acquire one Acme Common Share per Acme Stock Option at an exercise price of $0.10 until October 31, 2026;

(c) "**Acme**" shall have the meaning ascribed thereto on the first page of this Agreement;

(d) "**Acme Board**" means the board of directors of Acme;

(e) "**Acme Common Shares**" means the authorized common shares in the capital of Acme as presently constituted;

(f) "**Acme Consolidation**" means the consolidation of the Acme Common Shares on the basis of two Acme Common Shares for every one Acme Post-Consolidation Share;

(g) "**Acme Delisting**" means the delisting of the Acme Common Shares from the CSE prior to completion of the Amalgamation in accordance with the policies of the CSE;

(h) "**Acme Escrow Agreement**" means the escrow agreement dated as of April 25, 2022 between Acme, Endeavor Trust Corporation and each of the securityholders of Acme listed therein;

(i) "**Acme Expense Reimbursement**" shall have the meaning ascribed thereto in Section 6.4(b) of this Agreement;

(j) "**Acme Expense Reimbursement Event**" shall have the meaning ascribed thereto in Section 6.4(b) of this Agreement;

(k) "**Acme Financial Statements**" means the audited financial statements of Acme for the years ended September 30, 2024 and 2023, together with the notes thereto and the auditor's reports thereon;

(l) "**Acme Information**" means the information in the form provided by Acme for inclusion in the CGE Circular describing Acme, Newco and their respective businesses, operations and affairs, and includes any Acme Public Documents incorporated by reference in the CGE Circular;

(m) "**Acme Material Contracts**" shall have the meaning ascribed thereto in Section 3.2(t) of this Agreement;

(n) "**Acme Mineral Properties**" means the mineral properties leased, owned or otherwise held by Acme as of the date of this Agreement;

(o) "**Acme Post-Consolidation Shares**" means the Acme Common Shares after giving effect to the Acme Consolidation;

(p) "**Acme Public Documents**" means the public documents filed by Acme and available on SEDAR+ under Acme's SEDAR+ profile;

(q) "**Acme Stock Option Plan**" means the stock option plan of Acme first approved by the Acme Board on October 31, 2021 and most recently re-approved by holders of Acme Common Shares on February 27, 2024 providing for the grant of Acme Stock Options;

(r) "**Acme Stock Options**" means, collectively, the 2025 Acme Stock Options and the 2026 Acme Stock Options;

(s) "**Acme Warrants**" means the 6,900,000 issued and outstanding Acme Common Share purchase warrants entitling each holder thereof to acquire one Acme Common Share per Acme Warrant at an exercise price of $0.05 until May 26, 2025;

(t) "**Agreement**" means this amalgamation agreement, together with the schedules attached hereto, as amended, amended and restated or supplemented from time to time;

(u) "**Amalco**" means the company resulting from the Amalgamation;

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

(w) "**Amalgamation**" means the amalgamation of CGE and Newco pursuant to section 269 of the BCBCA on the terms and conditions set forth in this Agreement, subject to any amendment thereto in accordance herewith;

(x) "**Amalgamation Application**" means the amalgamation application that will be filed with the Registrar under subsection 275(1)(a) of the BCBCA in order to give effect to the Amalgamation, substantially in the form attached hereto as Schedule C;

(y) "**Applicable Anti-Corruption Laws**" shall have the meaning ascribed thereto in Section 3.1(qq) of this Agreement;

(z) "**Applicable Anti-Money Laundering Laws**" shall have the meaning ascribed thereto in Section 3.1(rr) of this Agreement;

(aa) "**Applicable Laws**" or "**Laws**" 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 Entity, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, including all applicable corporate and Securities Laws;

(bb) "**Articles of Amalco**" means the articles of Amalco in the form to be mutually agreed to by the Parties, substantially in the form attached hereto as Schedule D;

(cc) "**Authorization**" means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person;

(dd) "**BCBCA**" means the *Business Corporations Act* (British Columbia);

(ee) "**Business**" shall have the meaning ascribed thereto on the first page of this Agreement;

(ff) "**Business Day**" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the City of Vancouver, British Columbia are open for business;

(gg) "**CDS**" means CDS Clearing & Depository Services Inc.;

(hh) "**CGE**" shall have the meaning ascribed thereto on the first page of this Agreement;

(ii) "**CGE Amalgamation Resolution**" means the resolution approving the Amalgamation, passed as a special resolution at a meeting of the CGE Shareholders or by unanimous written consent of the CGE Shareholders, to adopt this Agreement pursuant to Sections 271(1)(a) and 271(6)(a)(i) of the BCBCA, substantially in the form attached hereto as Schedule A;

(jj) "**CGE Circular**" means the management information circular in respect of the CGE Meeting, and any amendments thereof, to be utilized for the CGE Meeting and as the listing statement of the Resulting Issuer in connection with the Amalgamation and transactions contemplated by this Agreement to be prepared in accordance with TSXV Form 3D1 – "*Information Required in an Information circular for a Reverse Take-Over or Change of Business*", together with the signature page in the form of TSXV Form 2B – *Listing Application*, and submitted to the TSXV;

(kk) "**CGE Director**" means sole director of CGE;

(ll) "**CGE Common Shares**" means the authorized common shares in the capital of CGE, as presently constituted;

(mm) "**CGE Expense Reimbursement**" shall have the meaning ascribed thereto in Section 6.4(a) of this Agreement;

(nn) "**CGE Expense Reimbursement Event**" shall have the meaning ascribed thereto in Section 6.4(a) of this Agreement;

(oo) "**CGE Financial Statements**" means the audited consolidated financial statements of CGE for the years ended December 31, 2023 and 2022, together with the notes thereto and the auditor's report(s) thereon, the unaudited consolidated interim financial statements of CGE for the three and nine months ended September 30, 2024 and 2023, together with the notes thereto and, if applicable, any carve-out financial statements required in respect of the License under Securities Laws;

(pp) "**CGE Information**" means the information provided by CGE for inclusion in the CGE Circular describing CGE, CGE Liberia and the Business, and their respective operations and affairs;

(qq) "**CGE Liberia**" shall have the meaning ascribed thereto on the first page of this Agreement;

(rr) "**CGE Material Contracts**" shall have the meaning ascribed thereto in Section 3.1(s) of this Agreement;

(ss) "**CGE Meeting**" means, if required, the special meeting of CGE Shareholders to be held to consider, *inter alia*, the Amalgamation, and includes any postponement(s) or adjournment(s) thereof;

(tt) "**CGE Shareholder Approval**" means the approval of the CGE Shareholders in respect of the CGE Amalgamation Resolution;

(uu) "**CGE Shareholders**" means, at any time, the holders of outstanding CGE Common Shares;

(vv) "**Completion Deadline**" means the latest date by which the transactions contemplated by this Agreement are to be completed, which date shall be April 30, 2025 or such later date as the Parties may mutually agree;

(ww) "**Concurrent Financing**" means the issuance by Newco or CGE, as the Parties may determine following the date of this Agreement, on a private placement basis, of such number of Subscription Receipts as the Parties may determine following the date of this Agreement at a minimum price of $0.40 per Subscription Receipt;

(xx) "**Concurrent Financing Shareholder**" means those Persons who acquired Newco Common Shares or CGE Common Shares, as the case may be, pursuant to the Subscription Receipts issued under the Concurrent Financing;

(yy) "**Confidential Information**" shall have the meaning ascribed thereto in Section 4.3(b) of this Agreement;

(zz) "**Contract**" means all agreements, contracts, commitments or arrangements of any nature, written or oral, including, for greater certainty and without limitation, leases, purchase agreements, manufacturing, supply and distribution agreements, loan documents, security documents, notes, mortgages, indentures, non-governmental permits or licenses, franchises or other contracts, agreements, commitments or arrangements binding upon CGE, CGE Liberia, Acme and Newco, as the case may be;

(aaa) "**CSE**" means the Canadian Securities Exchange;

(bbb) "**Dissent Rights**" means the rights of dissent of CGE Shareholders in respect of the CGE Amalgamation Resolution under Section 272 of the BCBCA;

(ccc) "**Dissenting Shareholder**" means a CGE Shareholder who, in connection with the CGE Amalgamation Resolution, has sent to CGE a written objection and a demand for payment within the time limits and in the manner prescribed by section 238 of the BCBCA with respect to such CGE Shareholder's CGE Common Shares;

(ddd) "**Effective Date**" means the date shown on the certificate of amalgamation issued by the Registrar in respect of the Amalgamation in accordance with section 281 of the BCBCA;

(eee) "**Effective Time**" means the earliest moment on the Effective Date or such other time on the Effective Date as the Parties hereto may agree in writing;

(fff) "**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

(ggg) "**Environment**" means the ambient air, all layers of the atmosphere, all water including surface water and underground water, all land, all living organisms and the interacting natural systems that include components of air, land, water, living organisms and organic and inorganic matter, and includes indoor spaces;

(hhh) "**Environmental Approvals**" means all permits, certificates, licences, Authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Laws;

(iii) "**Environmental Laws**" means all Applicable Laws, including applicable common law, relating to the protection of the Environment and employee and public health and safety, and includes Environmental Approvals;

(jjj) "**Former CGE Shareholders**" means the holders of CGE Common Shares immediately prior to the Effective Time;

(kkk) "**Governmental Entity**" means any applicable:

(i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign;

(ii) subdivision, agent, commission, board or authority of any of the foregoing;

(iii) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or

(iv) stock exchange, including the CSE and the TSXV;

(lll) "**IFRS**" means the International Financial Reporting Standards, as adopted by the International Accounting Standards Board, as amended from time to time;

(mmm) "**In the Money Amount**" at a particular time with respect to an Acme Stock Option means the amount, if any, by which the fair market value of the relevant underlying security exceeds the exercise price of the relevant option at the particular time;

(nnn) "**Indebtedness**" of any Person means all obligations of such Person:

(i) for borrowed money;

(ii) evidenced by notes, bonds, debentures or similar instruments;

(iii) for the deferred purchase price of goods or services (other than trade payables or accruals incurred in the ordinary course of business);

(iv) under capital and operating leases;

(v) under "vendor take-back" financing or deferred payments in connection with any acquisition; or

(vi) which are guarantees of the obligations described in clauses (i) through (v) above of any other Person if secured by any or all of the assets and properties of the guarantor;

(ooo) "**License**" means the Offshore Hydrocarbon Reconnaissance License No. LPRA-002 dated as of September 5, 2023, as amended and restated as of September 16, 2024, and issued by the Liberia Petroleum Regulatory Authority to CGE Liberia;

(ppp) "**Letter Agreement**" means the letter of intent dated November 5, 2024 between Acme and CGE, as amended by the letter agreement made effective as of December 6, 2024 between Acme and CGE;

(qqq) "**Material Adverse Change**" means any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on Acme or CGE, as applicable, and their respective subsidiaries, taken as a whole;

(rrr) "**Material Adverse Effect**" means any change, effect, event, occurrence or state of facts that, individually or in the aggregate, with other such changes, effects, events, occurrences or states of facts, is or would reasonably be expected to be material and adverse to the business (including the Business in the case of CGE), properties, operations, results of operations or financial condition of Acme or CGE, as applicable, and their respective subsidiaries, taken as a whole, no event arising or resulting from any of the following, either alone or in combination, shall constitute or be taken into account in determining whether there has been or may be, a Material Adverse Effect:

(i) the announcement of the execution of this Agreement or the transactions contemplated hereby or the performance of any obligation hereunder or communication by the applicable Party of its plans or intentions with respect to the other Party;

(ii) changes in the Canadian, Liberian or international financial, currency exchange, securities or commodity markets or other markets or political conditions (including any changes or instabilities in political conditions) in general;

(iii) general economic changes, developments or conditions in Canada, Liberia or elsewhere or changes or conditions generally affecting the oil and gas industry in jurisdictions in Canada, Liberia (including changes in royalties, Applicable Laws and Taxes (or the interpretation, application or non-application thereof of any such changes)), or in commodity prices on a current or go forward basis, as applicable;

(iv) the threat, commencement, occurrence or continuation of any war, armed hostilities, acts of environmental groups, civil strife, or acts of terrorism;

(v) any change in Applicable Laws or in the interpretation thereof by any Governmental Entity;

(vi) any change in IFRS;

(vii) any acts of God, riots, terrorism, sabotage, earthquakes, epidemics, pandemics, military action or war (whether or not declared), change in global, national or regional political conditions, civil unrest, or disturbances or similar event or escalation or worsening thereof;

(viii) the failure of such Party to meet any internal or published projections, forecasts or estimates of revenues, earnings or cash flow;

(ix) any adverse consequences to reserves or resources potential resulting from drilling activities (excluding, for the avoidance of doubt, any blow-out or similar adverse physical event), as applicable; or

(x) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to or approved in writing by the other Party,

provided that, (A) in the case of any changes referred to in clauses (ii) to (vii) above, inclusive, such changes do not have a materially disproportionate effect on the applicable Party relative to comparable companies; and (B) references in certain Sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for the purposes of determining whether a "Material Adverse Effect" or "Material Adverse Change" has occurred;

(sss) "**Misrepresentation**" means an untrue statement of a material fact, or an omission to state a material fact that is required to be stated, or an omission to state a material fact that is necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made;

(ttt) "**Name Change**" means the change of name of Acme to "BluEnergies Ltd." or such other name as CGE, in its sole discretion, deems appropriate and acceptable to Acme, the Registrar and the TSXV;

(uuu) "**Newco**" shall have the meaning ascribed thereto on the first page of this Agreement;

(vvv) "**Newco Resolution**" means the special resolution of Newco, to be authorized by Acme in its capacity as the sole holder of the Newco Common Shares, approving the Amalgamation and this Agreement substantially in the form attached hereto to Schedule B;

(www) "**Newco Common Shares**" means the authorized common shares in the capital of Newco, as presently constituted;

(xxx) "**Party**" shall mean, as the context requires, either Acme, CGE or Newco and "**Parties**" shall mean all of them;

(yyy) "**Person**" means any individual, firm, partnership, joint venture, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

(zzz) "**Registrar**" means the registrar appointed under Section 400 of the BCBCA;

(aaaa) "**Registrar and Transfer Agent**" means Endeavor Trust Corporation and any other Person which may be appointed as registrar and transfer agent of Acme, as applicable, from time to time;

(bbbb) "**Regulation S**" means Regulation S promulgated under the U.S. Securities Act;

(cccc) "**Resources Report**" shall have the meaning ascribed thereto in Section 3.1(x) of this Agreement;

(dddd) "**Resulting Issuer**" means Acme after the Effective Time, when it will have completed the Name Change and the Acme Consolidation, and when it will carry on the Business;

(eeee) "**Resulting Issuer Registrar and Transfer Agent**" means Odyssey Trust Company and any other Person which may be appointed as registrar and transfer agent of the Resulting Issuer, as applicable, from time to time;

(ffff) "**Resulting Issuer Shares**" means Acme Post-Consolidation Shares after the Effective Time;

(gggg) "**Resulting Issuer Stock Option Plan**" means the stock option plan of the Resulting Issuer;

(hhhh) "**Securities Authorities**" means the securities commissions and/or other securities regulatory authorities in the applicable provinces and territories of Canada;

(iiii) "**Securities Laws**" means all applicable securities Laws, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in applicable jurisdictions, including the rules and published policies of the CSE and the TSXV;

(jjjj) "**SEDAR+**" means the System for Electronic Data Analysis and Retrieval+;

(kkkk) "**Subscription Receipt**" means a subscription receipt issued by Newco or CGE, as the Parties may determine following the date of this Agreement, in the Concurrent Financing, with each Subscription Receipt automatically exercisable into one Acme Post-Consolidation Share upon completion of the Amalgamation;

(llll) "**Tax**" and "**Taxes**" means all taxes, assessments, charges, dues, duties, rates, fees, imposts, levies and similar charges of any kind lawfully levied, assessed or imposed by any Governmental Entity, including all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes (including, without limitation, taxes relating to the transfer of interests in real property or entities holding interests therein), franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan contributions, excise, severance, social security, workers' compensation, employment insurance or compensation taxes or premium, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

(mmmm) "**Tax Returns**" means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any taxing authority relating to Taxes;

(nnnn) "**TSXV**" means the TSX Venture Exchange;

(oooo) "**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

(pppp) "**U.S. Concurrent Financing Accredited Investors**" means U.S. Persons who subscribe for Subscription Receipts under the Concurrent Financing as "accredited investors" pursuant to the U.S. Securities Act;

(qqqq) "**U.S. Investment Company Act**" means the United States *Investment Company Act of 1940*, as amended;

(rrrr) "**U.S. Person**" means a "U.S. person" as defined in Rule 902(k) of Regulation S; and

(ssss) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended.

In addition, words and phrases used herein and defined in the BCBCA shall have the same meaning herein as in the BCBCA unless the context otherwise requires.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Agreement and the schedules attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing the use of either gender shall include both genders and neuter.

1.4 Date for any Action

If the date on which any action is required to be taken hereunder by any Party hereto is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.5 Rounding

In performing the various mathematical calculations required to be performed hereunder, all numbers shall be rounded to the nearest 4 decimal places unless otherwise indicated.

1.6 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.7 Currency

Unless otherwise stated, all references in this Agreement to dollar amounts are expressed in Canadian currency.

1.8 Invalidity of Provisions

Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by Applicable Laws, the Parties hereto waive any provision of Law that renders any provision of this Agreement or any part thereof invalid or unenforceable in any respect. The Parties hereto will engage in good faith negotiations to

replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, the economic effect of which approximates as much as possible the invalid or unenforceable provision or part thereof that it replaces.

1.9 Meanings

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

1.10 Accounting Matters

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

1.11 Knowledge

Where the phrases "to the knowledge of Acme" or "to the knowledge of CGE" or similar expressions are used in respect of Acme or CGE, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon:

(a) in the case of Acme, the actual knowledge of management of Acme after reasonable inquiry, and to the extent such reasonable enquiry was not conducted, includes the knowledge that a reasonable Person would have had if such reasonable enquiry of the officers of the particular company had been conducted; and

(b) in the case of CGE, the actual knowledge of management of CGE after reasonable inquiry, and to the extent such reasonable enquiry was not conducted, includes the knowledge that a reasonable Person would have had if such reasonable enquiry of the officers of the particular company had been conducted.

1.12 Schedules

The following schedules are attached to, and are deemed to be incorporated into and form part of, this Agreement:

Schedule A	-	Form of CGE Amalgamation Resolution
Schedule B	-	Form of Newco Resolution
Schedule C	–	Form of Amalgamation Application
Schedule D	–	Form of Articles of Amalco

ARTICLE 2
THE AMALGAMATION

2.1 Terms of Amalgamation

Acme, CGE and Newco hereby covenant and agree to implement the Amalgamation in accordance with the terms and subject to the conditions of this Agreement, as follows:

(a) immediately prior to the Effective Time, Acme will complete the Acme Consolidation, the Name Change and the Acme Delisting;

(b) at the Effective Time, Newco and CGE shall amalgamate and continue as one company, being Amalco, pursuant to the provisions of Section 269 of the BCBCA;

(c) at the Effective Time:

(i) all of the CGE Common Shares outstanding immediately prior to the Effective Time shall be cancelled, and holders of CGE Common Shares outstanding immediately prior to the Effective Time, other than Acme, Newco and the Dissenting Shareholders, shall receive, subject to subsection 2.1(e) hereof, in exchange for their CGE Common Shares so cancelled, 1,600 fully paid and non-assessable Acme Post-Consolidation Shares for every one CGE Common Share so cancelled. Neither Acme nor Newco shall receive any repayment of capital in respect of any CGE Common Shares held by them that are cancelled pursuant to this subsection 2.1(c)(i);

(ii) Acme shall receive one fully paid and non-assessable Amalco Share for each one Newco Share held by Acme, following which all such Newco Common Shares shall be cancelled;

(iii) Acme shall add an amount to the paid-up capital maintained in respect of the Acme Post-Consolidation Shares equal to the aggregate paid-up capital for income tax purposes of the CGE Common Shares immediately prior to the Effective Time (less the paid-up capital of any CGE Common Shares held by Dissenting Shareholders who do not exchange their CGE Common Shares for Acme Post-Consolidation Shares pursuant to the Amalgamation); and

(iv) Amalco shall add an amount to the paid-up capital maintained in respect of the Amalco Common Shares such that the paid-up capital of the Amalco Common Shares shall be equal to the aggregate paid-up capital for income tax purposes of the Newco Common Shares and the CGE Common Shares immediately prior to the Effective Time;

(d) as a result of the foregoing:

(i) in accordance with Section 282 of the BCBCA, among other things, the property, rights and interests of each of CGE and Newco will continue to be the property, rights and interests of Amalco and Amalco will continue to be liable for the obligations of each of CGE and Newco; and

(ii) Amalco will be a wholly-owned subsidiary of Acme;

(e) no fractional Acme Post-Consolidation Shares will be issued under the Amalgamation. Where the aggregate number of Acme Post-Consolidation Shares to be issued to any Former CGE Shareholders under the Amalgamation would result in a fraction of an Acme Post-Consolidation Share being issuable, the number of Acme Post-Consolidation Shares to be issued to such holder shall be rounded down to the next whole number (and, in calculating such fractional interests, all Acme Post-Consolidation Shares registered in the name of or beneficially held by such Former CGE Shareholder or their nominee shall be aggregated), and no cash or other consideration shall be paid or payable in lieu of such fraction of an Acme Post-Consolidation Share;

(f) each CGE Shareholder may exercise Dissent Rights in connection with the Amalgamation pursuant to and in the manner set forth in Section 238 of the BCBCA. CGE shall give Acme: (i) prompt notice of any written notices of exercise of Dissent Rights, withdrawals of such notices, and any other instruments served pursuant to the BCBCA and received by CGE; and (ii) the opportunity to participate in all negotiations and proceedings with respect to such rights. Without the prior written consent of Acme, except as required by the BCBCA, CGE shall not make any payment with respect to any such rights or offer to settle or settle any such rights; and

(g) CGE Common Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by subsection 2.1(c)(i). However, if a Dissenting Shareholder fails to perfect or effectively withdraw its claim under section 238 of the BCBCA or forfeits its right to make a claim under section 238 of the BCBCA or if its rights as a CGE Shareholder are otherwise reinstated, such CGE Shareholder's CGE Common Shares shall thereupon be deemed to have been converted as of the Effective Date as prescribed by subsection 2.1(c)(i).

2.2 Effective Date

The Amalgamation shall be completed on the Effective Date and shall be effective at the Effective Time.

2.3 Amalgamation Application

Subject to the rights of termination contained in ARTICLE 6 hereof, upon obtaining the CGE Shareholder Approval and upon Acme signing the Newco Resolution as the sole holder of Newco Common Shares and the other conditions contained in ARTICLE 5 hereof being satisfied or waived, CGE and Newco shall jointly file the Amalgamation Application, which shall be substantially in the form attached hereto as Schedule C, together with such other documents as may be required under the BCBCA, with the Registrar in accordance with the BCBCA in order to effect the Amalgamation. To the extent appropriate, the Amalgamation Application may be filed with the Registrar on a date agreed upon by the Parties in advance of the Effective Date, subject to the right of any Party to withdraw the Amalgamation Application by filing with the Registrar a notice of withdrawal pursuant to section 280 of BCBCA.

The name of Amalco shall such name to be agreed to by the Parties and acceptable to the Registrar and the TSXV.

2.4 Registered Office of Amalco

The address of the registered and records office of Amalco shall be Suite 2200, RBC Place, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8.

2.5 Authorized Capital of Amalco

Amalco shall be authorized to issue an unlimited number of common shares (being the Amalco Common Shares).

2.6 Initial Director of Amalco

The initial director of Amalco shall be Craig Steinke and the prescribed address for the initial director shall be Suite 1500 – 999 West Hastings Street, Vancouver, British Columbia V6C 2W2.

2.7 Articles of Amalco

The Articles of Amalco, which shall be substantially in the form attached as Schedule D, shall be signed by the director of Amalco referred to in Section 2.6 of this Agreement.

2.8 Certificates

At the Effective Time:

(a) the registered CGE Shareholders shall cease to be holders of CGE Common Shares and shall be deemed to be registered holders of the Resulting Issuer Shares to which they are entitled in accordance with Section 2.1 of this Agreement, all certificates evidencing CGE Common Shares shall be null and void and, on or after the Effective Time, subject to the provisions of any escrow requirement, if applicable, and subject to Section 2.13 of this Agreement and subject to the delivery and surrender by a registered CGE Shareholder of the certificates evidencing CGE Common Shares held by such registered holder to the Resulting Issuer, the Resulting Issuer shall provide instructions to the Resulting Issuer Registrar and Transfer Agent to deliver such certificates or other evidence of ownership representing the number of Resulting Issuer Shares to which they are so entitled and/or register the holders thereof in accordance with the following:

(i) CGE Shareholders immediately prior to the Amalgamation (other than subscribers under the Concurrent Financing and CGE Shareholders that are either in the United States or are U.S. Persons) will be issued physical certificates representing the Resulting Issuer Shares exchanged therefor;

(ii) CGE Shareholders immediately prior to the Amalgamation that are either in the United States or U.S. Persons (other than U.S. Concurrent Financing Accredited Investors that have completed, signed and delivered a Certificate of U.S. Accredited Investor Status addressed to Newco or CGE, as applicable, and to Acme in connection with the Concurrent Financing) will not be entitled to receive delivery of any Resulting Issuer Shares unless and until such holder provides any and all such representations, warranties, covenants or agreements as may be required by the Resulting Issuer, in its sole discretion, in order to establish the availability of an exemption from the registration requirements of the U.S. Securities Act and any applicable state Securities Laws in connection with the distribution of the Resulting Issuer Shares to be exchanged for their CGE Common Shares, failing which the Resulting Issuer shall appoint an agent to sell the Resulting Issuer Shares of such a holder on behalf of that holder and that holder shall be entitled to receive an amount of cash representing the proceeds of the sale of the Resulting Issuer Shares, net of expenses of sale; if and to the extent that the Resulting Issuer determines in its sole discretion that Resulting Issuer Shares may otherwise be delivered to any such holder, such holder will be issued physical certificates representing the Resulting Issuer Shares, each bearing such legend or legends with respect to the United States Securities Laws matters as the Resulting Issuer determines to be necessary or appropriate, in its sole discretion;

(iii) each Concurrent Financing Shareholder that is neither in the United States nor a U.S. Person and holds CGE Common Shares immediately prior to the Amalgamation will have the Resulting Issuer Shares they are entitled to receive pursuant to this Agreement registered in book-based form with CDS; and

(iv) each Concurrent Financing Shareholder that is a U.S. Concurrent Financing Accredited Investor and holds CGE Common Shares immediately prior to the Amalgamation will be issued a physical certificate representing the Resulting Issuer Shares they are entitled to receive pursuant to this Agreement bearing the following legend:

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 ANY U.S. STATE SECURITIES LAWS. THE HOLDER HEREOF AGREES FOR THE BENEFIT OF BLUENERGIES LTD. (THE "CORPORATION") THAT THESE SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN ACCORDANCE WITH (1) RULE 144A OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, AND IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE U.S. STATE SECURITIES LAWS; PROVIDED THAT TRANSFERS UNDER CLAUSE (C)(2) OR (D) SHALL BE PERMITTED ONLY AFTER THE HOLDER HAS FURNISHED TO THE CORPORATION (AND IF APPLICABLE, THE CORPORATION'S TRANSFER AGENT) AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO THE CORPORATION THAT SUCH EXEMPTIONS FROM REGISTRATION ARE AVAILABLE.

provided, that if the Resulting Issuer Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S and such securities were acquired when the Resulting Issuer qualified as a "foreign issuer" (as defined in Rule 902 of Regulation S), the legend set forth above may be removed prior to such sale by providing an executed declaration to the Resulting Issuer Registrar and Transfer Agent and to the Resulting Issuer, in such form as the Resulting Issuer may prescribe from time to time, and, if requested by the Resulting Issuer or the Resulting Issuer Registrar and Transfer Agent, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Resulting Issuer and the Resulting Issuer Registrar and Transfer Agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S;

provided further, that if any of the Resulting Issuer Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, if available, and in compliance with any applicable state securities laws, the legend may be removed by delivery to the Resulting Issuer and the Resulting Issuer Registrar and Transfer Agent of an opinion reasonably satisfactory to the Resulting Issuer and the Resulting Issuer Registrar and Transfer Agent to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws; and

(b) notwithstanding the foregoing, all certificates representing CGE Common Shares held by Persons who have validly exercised their Dissent Rights in connection with the CGE Shareholder Approval shall represent only the right to receive fair value of the CGE Common Shares formerly represented by such certificates in accordance with the BCBCA.

2.9 Resulting Issuer

The Parties acknowledge and agree that:

(a) **Name**. The name of the Resulting Issuer shall be "BluEnergies Ltd." or such other name as CGE, in its sole discretion, deems appropriate and acceptable to Acme, the Registrar and the TSXV.

(b) **Registered Office**. The address of the registered and records office of the Resulting Issuer shall be Suite 2200, RBC Place, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8.

(c) **Authorized Capital**. The authorized capital of the Resulting Issuer shall be the authorized capital of Acme.

(d) **Number of Directors**. The minimum number of directors of the Resulting Issuer shall be three (3) and the maximum number of directors of the Resulting Issuer shall be determined by CGE, in its sole discretion, prior to the Effective Time.

(e) **Directors**. The directors of the Resulting Issuer shall be those individuals nominated by CGE, in its sole discretion, prior to the Effective Time. The directors shall hold office until the first annual meeting of the shareholders of the Resulting Issuer or until their successors are duly appointed or elected.

(f) **Officers**. The officers of the Resulting Issuer, until changed or added to by the board of directors of the Resulting Issuer, shall be those individuals determined by CGE, in its sole discretion, prior to the Effective Time.

(g) **Auditors**. The auditors of the Resulting Issuer shall be Davidson & Company LLP. The auditors of the Resulting Issuer shall hold office until the first annual meeting of shareholders of the Resulting Issuer following the Amalgamation or until their successor is appointed.

(h) **Fiscal Year**. The fiscal year end of the Resulting Issuer shall be September 30.

(i) **Restrictions on Business**. There shall be no restrictions on the business that the Resulting Issuer may carry on.

(j) **Articles**. The articles of the Resulting Issuer shall be the current articles of Acme.

2.10 Resulting Issuer Stock Option Plan and Acme Stock Options

The Resulting Issuer Stock Option Plan shall be the Acme Stock Option Plan and all Acme Stock Options outstanding immediately prior to the Effective Time, whether vested or unvested, shall be adjusted in accordance with their terms to account for the Acme Consolidation and continue following the Effective Time with the Resulting Issuer in accordance with their terms, subject to Section 5.2(d), and shall be exercisable into one Resulting Issuer Share.

2.11 Consultation

Acme and CGE will consult with each other in issuing any news release or otherwise making any public statement with respect to this Agreement or the Amalgamation and in making any filing with any Governmental Entity, Securities Authority or stock exchange, including the CSE and the TSXV, with respect thereto. Each of Acme and CGE shall use its commercially reasonable efforts to enable the other of them to review and comment on all such news releases and filings prior to the release or filing, respectively, thereof; provided, however, that the obligations herein will not prevent a Party from making, after consultation with the other Party, such disclosure as is required by Applicable Laws or the rules and policies of any applicable stock exchange, including the CSE and the TSXV, subject to the terms of this Agreement.

2.12 CGE Meeting and CGE Circular

As promptly as practical following the execution of this Agreement, and in compliance with all Applicable Laws and the policies of the TSXV:

(a) CGE shall prepare and file the CGE Circular and other documents related thereto in accordance with Applicable Law with the applicable Securities Authority and as otherwise required. CGE shall ensure that no such information concerning CGE that is included in the CGE Circular shall contain any untrue statement of a material fact (as such term is defined pursuant to the Securities Laws) or omit to state a material fact required to be stated therein in order to make any information concerning CGE not misleading in light of the circumstances in which it is disclosed;

(b) CGE shall provide Acme and its legal counsel with a reasonable opportunity to review and comment on drafts of the CGE Circular and other documents related thereto and reasonable consideration shall be given to any comments made by Acme and its legal counsel, provided that all information relating to Acme included in the CGE Circular shall be in form and content satisfactory to CGE and Acme, each acting reasonably;

(c) Acme shall furnish to CGE all such information concerning Acme, as may be reasonably required by CGE in the preparation of the CGE Circular and other documents related thereto, and Acme shall ensure that no such information provided by Acme for inclusion in the CGE Circular shall contain any untrue statement of a material fact (as such term is defined pursuant to the Securities Laws) or omit to state a material fact required to be stated therein in order to make any information so furnished by CGE not misleading in light of the circumstances in which it is disclosed;

(d) CGE shall mail to the CGE Shareholders the CGE Circular and such other materials required in connection with the CGE Meeting in accordance with its articles and Applicable Laws as soon as reasonably practicable and use its commercially reasonable efforts to hold the CGE Meeting by February 28, 2025 and obtain the CGE Shareholder Approval by such date;

(e) CGE shall provide notice to Acme of the CGE Meeting and allow Acme's representatives to attend such meeting;

(f) CGE shall provide to Acme, upon request, information as to the results of proxies received in respect of voting at the CGE Meeting;

(g) CGE shall conduct the CGE Meeting in accordance with the articles of CGE and any instrument governing such meeting, as applicable, and as otherwise required by applicable laws; and

(h) Each of Acme and CGE shall co-operate in the preparation of any amendment or supplement as required or as appropriate pursuant to Sections 4.1(m) or 4.2(l) of this Agreement. Acme shall, subject to compliance by CGE with this Section 2.12(g) and, if required by the CSE, the TSXV or Applicable Laws, file any amendment or supplement to the CGE Circular with the applicable Securities Authorities and as otherwise required.

2.13 U.S. Securities Law Compliance

Notwithstanding anything to the contrary in this Agreement, no Resulting Issuer Shares shall be delivered to any Person in the United States or to any U.S. Person if the Resulting Issuer determines, in its sole discretion, that doing so may result in any contravention of the U.S. Securities Act or any applicable state

Securities Laws, or the U.S. Investment Company Act, and the Resulting Issuer may instead appoint an agent to sell the Resulting Issuer Shares of such Person on behalf of that Person and deliver an amount of cash representing the proceeds of the sale of such Resulting Issuer Shares, net of expenses of sale.

2.14 Exemptions from U.S. Registration

CGE acknowledges that it is aware that the Resulting Issuer Shares to be issued to the former CGE Shareholders in connection with the Amalgamation have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act and Applicable Laws or an exemption from such registration requirements and CGE further acknowledges that Acme has no obligation or present intention of filing a registration statement under the U.S. Securities Act or any state Securities Laws in respect of the Resulting Issuer Shares.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of CGE

CGE hereby represents and warrants to and in favour of Acme and Newco and hereby acknowledges that Acme and Newco are relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Amalgamation, as follows:

(a) CGE is a corporation amalgamated and validly existing under the laws of the Province of British Columbia and has all requisite corporate power and corporate authority and is duly qualified and holds all Authorizations necessary or required to carry on its business as now conducted in each of the jurisdictions it carries on business and to own, lease or operate its assets and properties and neither CGE nor, to the knowledge of CGE, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing CGE's dissolution or winding up, and CGE has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations.

(b) CGE Liberia is a corporation incorporated and validly existing under the laws of its jurisdiction of incorporation and has all requisite corporate power and corporate authority and is duly qualified and holds all Authorizations necessary or required to carry on its business as now conducted in each of the jurisdictions it carries on business and to own, lease or operate its assets and properties and neither CGE nor, to the knowledge of CGE, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing CGE Liberia's dissolution or winding up.

(c) The authorized capital of CGE consists of an unlimited number of CGE Common Shares, of which 28,339 CGE Common Shares are outstanding as at the date hereof as fully paid and non-assessable shares in the capital of CGE. All of the issued and outstanding CGE Common Shares have been duly authorized, are validly issued, were not issued in violation of any pre-emptive rights and are fully paid and non-assessable and, to the knowledge of CGE, are not subject to pre-emptive rights and were issued in full compliance with the laws of its jurisdiction of organization and CGE's notice of articles and articles.

(d) Other than CGE Liberia, CGE has no direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment. CGE directly owns all of the outstanding shares and other interests of CGE Liberia, and, to the knowledge of CGE, no Person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase,

acquisition, subscription for or issue of any of the unissued securities of CGE Liberia and no other rights to acquire, or instruments convertible into or exchangeable for, any securities of CGE Liberia are outstanding.

(e) No Person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued CGE Common Shares or other securities of CGE and no other rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of CGE are outstanding. To the knowledge of CGE, there are no agreements purporting to restrict the transfer of the CGE Common Shares, no voting agreements, shareholders' agreements, voting trusts, or other arrangements restricting or affecting the voting of the CGE Common Shares.

(f) Each of CGE and CGE Liberia has been conducting its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which it carries on its business and has not received a notice of material non-compliance, and, to the knowledge of CGE, there are no facts that would give rise to a notice of material non-compliance with any such laws, rules, regulations, orders and directions.

(g) No Authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to CGE in connection with the execution and delivery of this Agreement by CGE, the performance of its obligations hereunder or the consummation by CGE of the transactions contemplated hereby other than:

(i) the CGE Shareholder Approval;

(ii) the filing of the Articles of Amalgamation;

(iii) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of Amalco; and

(iv) any filings with the Registrar under the BCBCA.

(h) The execution and delivery of this Agreement, the performance by CGE of its obligations hereunder, and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both):

(i) any Applicable Laws;

(ii) the constating documents or resolutions of CGE which are in effect as at the date hereof;

(iii) any contract to which CGE is a party or by which it is bound; or

(iv) any judgment, decree or order binding CGE of its assets and properties.

(i) The execution and delivery of this Agreement, the performance by CGE of its obligations hereunder, and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both), or give rise to a right of termination, amendment, cancellation or acceleration of any

obligation contained in or the loss of any material benefit under, or result in the creation of any Encumbrance upon any of the material properties or assets of CGE or CGE Liberia under any term, condition or provision of any loan or credit agreement, note, debenture, bond, mortgage, indenture, lease or other agreement, instrument, permit, license or Applicable Laws or any of its material properties or assets.

(j) This Agreement has been duly authorized and executed by CGE and constitutes a valid and binding obligation of CGE and is enforceable against CGE in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by Applicable Law.

(k) The CGE Financial Statements required for inclusion in the CGE Circular will be prepared in accordance with IFRS consistently applied throughout for the periods referred to therein and will present fairly the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of CGE and CGE Liberia on a consolidated basis as at such dates and the results of operations and cash flows for the periods then ended and will contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of CGE and CGE Liberia on a consolidated basis in accordance with IFRS and there has been no change in accounting policies or practices of CGE or CGE Liberia since January 1, 2024.

(l) Except as may be disclosed in the CGE Financial Statements, since January 1, 2024: (i) there has been no Material Adverse Change in respect of CGE (or any condition, event or development involving a prospective change that would result in a Material Adverse Change to, or have a Material Adverse Effect on, CGE); (ii) CGE has conducted its business only in the ordinary and normal course; and (iii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to CGE (taken as a whole) has been incurred other than in the ordinary and normal course of business.

(m) Each of CGE and CGE Liberia has no Indebtedness, other than:

(i) those set forth or adequately provided for in the most recent balance sheet and associated notes thereto included in the CGE Financial Statements (the "**CGE Balance Sheet**");

(ii) those incurred in the ordinary course of business and not required to be set forth in the CGE Balance Sheet under IFRS;

(iii) those incurred in the ordinary course of business since the date of the CGE Balance Sheet and consistent with past practice; and

(iv) those incurred in connection with the execution of this Agreement.

(n) CGE is a taxable Canadian corporation and, to date, there have not been any Taxes due or payable or required to be collected or withheld and remitted by CGE. There are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by CGE, and CGE is not presently under, and has not received notice of, any contemplated investigation or audit by the Canada Revenue Agency or any foreign or state taxing authority concerning any fiscal year or period ended prior to the date of this Agreement. There are no agreements, waivers or other arrangements with any

taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to CGE.

(o) CGE has established on its books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the assets and properties of CGE (other than liens for Taxes that are not yet due and payable), and there are no audits pending of the Tax Returns of CGE (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such Tax Returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Entity of any material deficiencies.

(p) CGE maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets.

(q) CGE's auditors are independent public accountants.

(r) There are no actions, suits, proceedings or inquiries pending or, to the knowledge of CGE, threatened, against or affecting CGE or CGE Liberia or their business, properties and assets, at Law or in equity, or before or by any Governmental Entity which in any way would have a Material Adverse Effect on CGE or CGE Liberia, or could reasonably be expected to have a Material Adverse Effect on CGE or CGE Liberia.

(s) As of the date hereof, neither CGE nor CGE Liberia is party to any material Contract, other than:

(i) this Agreement; and

(ii) the License,

(collectively, the "**CGE Material Contracts**"). For the purposes of this Section, any Contract to which CGE will, or may reasonably be expected to, result in a requirement of CGE to expend more than an aggregate of $500,000 or receive or be entitled to receive revenue of more than $500,000 in either case in the next 12 months or is related to employment or change of control matters or is out of the ordinary course of business of CGE, shall be considered to be material.

(t) Neither CGE, CGE Liberia nor, to the knowledge of CGE, any other party thereto is in default or breach of any CGE Material Contract and, to the knowledge of CGE, there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a default or breach under any CGE Material Contract which would give rise to a right of termination on the part of any other party to a CGE Material Contract.

(u) The License is the only material property of CGE for the purposes of NI 51-101.

(v) All agreements by which each of CGE and CGE Liberia hold an interest in its assets, including the License, are in good standing according to their respective terms and under Applicable Laws and all filings and work commitments required by each of CGE and CGE Liberia to maintain its assets, including the License, are in good standing, have been properly recorded and filed in a timely manner with the appropriate Governmental Entity or third party and there are no material Encumbrances or any other material interests in or on such assets except as disclosed by CGE to Acme.

(w) Neither CGE nor CGE Liberia has received any written notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the permits, licenses, leases or other instruments conferring rights in respect of its properties and assets, including the License, that would, individually or in the aggregate, result in a Material Adverse Effect.

(x) The statement of resources data and other oil and gas information to be prepared for the License (the "**Resources Report**") will comply in all material respects with the requirements of NI 51-101.

(y) CGE will make available to the authors of the Resources Report, prior to the preparation and issuance thereof, for the purpose of preparing such report, all information requested by them, and none of such information contained any Misrepresentation at the time such information was so provided.

(z) All of the assumptions underlying the resources estimates in the Resources Report will be reasonable and appropriate and will be prepared in all material respects in accordance with applicable industry standards and practices, and in all material respects in compliance with all Applicable Laws, including the requirements of NI 51-101.

(aa) The scientific and technical information set forth in the Resources Report required to be disclosed therein pursuant to NI 51-101 will be prepared by CGE and its consultants in accordance with methods generally applied in the oil and gas industry and in compliance with all Applicable Laws, and it will conform, in all material respects, to the requirements of NI 51-101 and Securities Laws.

(bb) Other than with respect to the License, neither CGE nor CGE Liberia has entered into any joint venture, work program or made any other commitment or undertaking of any nature for which CGE or CGE Liberia will be required to pay greater than $500,000 over the next three months.

(cc) Each of CGE and CGE Liberia have carried on and are currently carrying on their operations in compliance in all material respects with all applicable Environmental Laws and CGE and CGE Liberia's assets comply with all applicable Environmental Laws, except to the extent that a failure to be in such compliance, individually or in the aggregate, would not reasonably be expected to be material to CGE, CGE Liberia or their assets.

(dd) Each of CGE and CGE Liberia operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants in material compliance with Environmental Laws.

(ee) To the knowledge of CGE, there is no material claim or judicial or administrative proceeding which may affect CGE or CGE Liberia or any of their properties or assets of CGE or CGE Liberia relating to or alleging any violation of Environmental Laws.

(ff) Each of CGE and CGE Liberia holds all licences, permits and approvals required under any Environmental Laws in connection with the operation of its business as presently conducted and the ownership and use of its assets, other than those which the failure to hold would not reasonably be expected to have a Material Adverse Effect, and neither CGE nor CGE Liberia nor any of their assets is the subject of any written investigation, evaluation, audit or review not in the ordinary course of business by any Governmental Entity to determine whether any violation of Environmental Laws has occurred or is occurring, and CGE and CGE Liberia are not subject to any known environmental liabilities.

(gg) Each of CGE and CGE Liberia have obtained from the relevant Governmental Entities, and are in compliance with, any Environmental Approvals required to conduct their previous and current businesses and such Environmental Approvals remain valid and in good standing on the date hereof.

(hh) No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of CGE or CGE Liberia has been issued by any Governmental Entity and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of CGE, are pending, contemplated or threatened by any Governmental Entity.

(ii) No dispute between CGE or CGE Liberia and any non-governmental organization, community, or community group exists or, to the knowledge of CGE, is threatened or imminent with respect to the License or the operations of CGE or CGE Liberia. CGE has provided Acme and its representatives with full and complete access to all material correspondence received by CGE and CGE Liberia or their representatives from any non-governmental organization, community, community group or indigenous group.

(jj) Neither CGE nor CGE Liberia is party to any Contract, nor, to the knowledge of CGE, is there any shareholders agreement or other Contract which in any manner affects the voting control of any of the securities of CGE or CGE Liberia.

(kk) Neither CGE nor CGE Liberia owns any real property.

(ll) Neither CGE nor CGE Liberia is a party to nor bound by any agreement, guarantee, indemnification (other than in the ordinary course of business and to officers, directors and advisory board members pursuant to CGE's articles or CGE Liberia's constating documents and standard indemnity agreements, pursuant to underwriting, agency or financial advisor agreements pursuant to the standard indemnity provisions in agreements of that nature), or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or Indebtedness of any Person.

(mm) Neither CGE nor CGE Liberia have any insurance policies in place.

(nn) The minute books and records of CGE and CGE Liberia made available to Acme in connection with the due diligence investigation of CGE for the period from the date of incorporation to the date hereof are all of the minute books of CGE and CGE Liberia and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the directors and all committees of directors of CGE and CGE Liberia to the date hereof to the extent that minutes exist and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of CGE or CGE Liberia to the date hereof not reflected in such minute books.

(oo) Other than as disclosed in writing to Acme, there is no Person acting or purporting to act at the request or on behalf of CGE or CGE Liberia that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated hereby.

(pp) No property or asset of CGE or CGE Liberia has been taken or expropriated by any Governmental Entity and no notice or proceeding in respect of any such expropriation has been given or commenced and, to the knowledge of CGE, there is no intent or proposal to give any such notice or to commence any such proceeding.

(qq) CGE and CGE Liberia have each conducted all transactions, negotiations, discussions and dealings in full compliance with anti-bribery and anti-corruption laws and regulations applicable in any jurisdiction in which they are located or conducting business (the "**Applicable Anti-Corruption Laws**"). Neither CGE nor CGE Liberia has made any offer, payment, promise to pay or authorization of payment of money or anything of value to any government official, or any other person while having reasonable grounds to believe that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to a government official, for the purpose of:

(i) assisting the parties in obtaining, retaining or directing business;

(ii) influencing any act or decision of a government official in his or its official capacity;

(iii) inducing a government official to do or omit to do any act in violation of his or its lawful duty, or to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or department, agency, instrumentality or entity thereof; or

(iv) securing any improper advantage.

(rr) The operations of CGE and CGE Liberia are and have been conducted at all times in compliance with the anti-money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by a Governmental Entity (the "**Applicable Anti-Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Entity involving CGE or CGE Liberia with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of CGE, pending or threatened.

3.2 Representations and Warranties of Acme and Newco

Acme and Newco hereby represent and warrant to CGE, and hereby acknowledge that CGE is relying upon such representations and warranties in connection with entering into this Agreement and agreeing to complete the Amalgamation, as follows:

(a) Each of Acme and Newco is a corporation incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and corporate authority and is duly qualified and holds all Authorizations necessary or required to carry on its business as now conducted in each of the jurisdictions it carries on business and to own, lease or operate its assets and properties and neither Acme nor, to the knowledge of Acme, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing Acme's dissolution or winding up of Acme or Newco, and each of Acme and Newco has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations hereunder.

(b) The authorized capital of Acme consists of an unlimited number of Acme Common Shares, of which 13,290,001 Acme Common Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of Acme, of which 393,751 Acme Common Shares are subject to the Acme Escrow Agreement.

(c) No Person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued Acme Common Shares or other securities of Acme, other than: (i) the Acme Stock Options; and (ii) the Acme Warrants, of which 168,750 Acme

Warrants are subject to the Acme Escrow Agreement; and no other rights to acquire, or instruments convertible into or exchangeable for, any shares in the capital of Acme are outstanding.

(d) Other than Newco, Acme has no direct or indirect subsidiaries nor any investment in any Person or any agreement, option or commitment to acquire any such investment. All of the issued and outstanding securities of Newco (being one common share of Newco) are held by Acme. Newco is not a party to any Contract and has nominal assets and no liabilities.

(e) Newco was incorporated for the sole purpose of completing the Amalgamation and has not conducted any business enterprise or other activity or has any assets or liabilities.

(f) Acme is a "reporting issuer" within the meaning of applicable Securities Laws in each of British Columbia, Alberta and Ontario and is not on the list of reporting issuers in default under applicable Securities Laws, and no securities commission or similar regulatory authority has issued any order preventing or suspending trading of any securities of Acme, and Acme is not in default of any material provision of applicable Securities Laws or the applicable rules or regulations of the CSE. Trading in the Acme Common Shares on the CSE are not currently halted or suspended. No delisting, suspension of trading or cease trading order with respect to any securities of Acme is pending or, to the knowledge of Acme, threatened. No inquiry, review or investigation (formal or informal) of Acme by any securities commission or, to the knowledge of Acme, similar regulatory authority under applicable Securities Laws, or the CSE is in effect or ongoing or expected to be implemented or undertaken. Acme has not taken any action to cease to be a reporting issuer in British Columbia, Alberta or British Columbia nor has Acme received notification from any securities commission or similar regulatory authority seeking to revoke the reporting issuer status of Acme.

(g) Acme has filed all material documents and information required to be filed by it, whether pursuant to applicable Securities Laws or otherwise, with the applicable securities commissions (the "**Disclosure Documents**") and Acme does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing):

(i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable Securities Laws in the jurisdictions they were filed; and

(ii) none of the Disclosure Documents contained any untrue statement of a material fact regarding Acme or omitted to state a material fact regarding Acme required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) Acme has been conducting its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which it carries on business and has not received a notice of material non-compliance, and, to the knowledge of Acme, there are no facts that would give rise to a notice of material non-compliance with any such laws, rules, regulations, orders and directions.

(i) No Authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Acme or Newco in connection with the execution and delivery of this Agreement by Acme or Newco, the performance of their

obligations hereunder or the consummation by Acme or Newco of the transactions contemplated hereby other than:

(i) the approval of the Amalgamation by Newco;

(ii) the approval of the Acme Delisting by the CSE;

(iii) the approval of the Amalgamation as a "Reverse Takeover" or "Change of Business" by the TSXV and the listing of the Resulting Issuer Shares on the TSXV;

(iv) the filing of Articles of Amendment to effect the Acme Consolidation;

(v) the filing of Articles of Amendment to effect the Name Change;

(vi) the filing of the Articles of Amalgamation;

(vii) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of Amalco; and

(viii) any filings with the Registrar under the BCBCA.

(j) The execution and delivery of this Agreement, the performance by each of Acme and Newco of its obligations hereunder, and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both):

(i) any Applicable Laws;

(ii) the constating documents or resolutions of Acme or Newco, which are in effect as at the date hereof;

(iii) any Contract to which Acme or Newco is a party or by which it is bound; or

(iv) any judgment, decree or order binding Acme or Newco or either of its assets and properties.

(k) This Agreement has been duly authorized and executed by Acme and Newco and constitutes a valid and binding obligation of Acme and Newco and is enforceable against each of Acme and Newco in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by Applicable Law.

(l) The Acme Financial Statements have been prepared in accordance with IFRS and present fairly, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise as required by IFRS) of Acme as at such date and the results of its operations and its cash flows for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of Acme in accordance with IFRS and there has been no change in accounting policies or practices of Acme since September 30, 2024.

(m) Except as disclosed in the Acme Financial Statements, since September 30, 2024: (i) there has been no Material Adverse Change in respect of Acme (or any condition, event or development involving a prospective change that would result in a Material Adverse Change to, or have a Material Adverse Effect on, Acme); (ii) each of Acme and Newco has conducted its businesses only in the ordinary and normal course; and (iii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to Acme (taken as a whole) has been incurred other than in the ordinary and normal course of business;

(n) Acme has no Indebtedness, other than:

(i) those set forth or adequately provided for in the most recent balance sheet and associated notes thereto included in the Acme Financial Statements (the "**Acme Balance Sheet**");

(ii) those incurred in the ordinary course of business and not required to be set forth in the Acme Balance Sheet under IFRS;

(iii) those incurred in the ordinary course of business since the date of the Acme Balance Sheet and consistent with past practice; and

(iv) those incurred in connection with the execution of this Agreement.

(o) Acme is a taxable Canadian corporation and all Taxes due and payable or required to be collected or withheld and remitted by Acme have been paid, collected or withheld and remitted as applicable. All Tax Returns, and remittances required to be filed by Acme have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Acme, no examination of any Tax Return of Acme is currently in progress by any Governmental Entity and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by Acme. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Acme.

(p) Acme has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets and properties of Acme that are material, and there are no audits pending of the tax returns of Acme (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such Tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Entity of any material deficiency.

(q) Acme maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets.

(r) Acme's auditors are independent public accountants.

(s) There are no actions, suits, proceedings or inquiries, including, to the knowledge of Acme, pending or threatened against or affecting Acme or Newco, at Law or in equity, or before or by any Governmental Entity which in any way would have a Material Adverse Effect on Acme, or could reasonably be expected to have a Material Adverse Effect on Acme.

(t) As of the date hereof, Acme is not party to any material Contract, other than:

(i) this Agreement;

(ii) a registrar and transfer agency and disbursing agent agreement dated as of February 24, 2022 between Acme and the Registrar and Transfer Agent;

(iii) the Acme Escrow Agreement;

(iv) a management services agreement dated January 1, 2021 between Acme and Donald Crossley; and

(v) an advisory agreement dated March 11, 2024 between Acme and Mark Lotz,

(collectively, the "**Acme Material Contracts**"). For the purposes of this Section, any Contract to which Acme or Newco will, or may reasonably be expected to, result in a requirement of Acme or Newco to expend more than an aggregate of $10,000 or receive or be entitled to receive revenue of more than $10,000 in either case in the next 12 months, is related to employment or change of control matters or is out of the ordinary course of business of Acme or Newco, shall be considered to be material.

(u) Neither Acme nor, to the knowledge of Acme, any other party thereto is in default or breach of any Acme Material Contract and, to the knowledge of Acme, there exists no condition, event or act which, with the giving of notice or lapse of time or both, would constitute a material default or breach under any Acme Material Contract which would give rise to a right of termination on the part of any other party to an Acme Material Contract.

(v) Acme is not a party to any Contracts of employment which may not be terminated on one month's notice or which provide for payments occurring on a change of control of Acme or providing for any severance, termination or similar payment obligation on the part of Acme as a result of consummating the transactions contemplated by this Agreement.

(w) No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Acme has been issued by any Governmental Entity and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Acme, are pending, contemplated or threatened by any Governmental Entity.

(x) Acme is not party to any Contract, nor, to the knowledge of Acme, is there any shareholders agreement or other Contract which in any manner affects the voting control of any of the securities of Acme.

(y) Other than the Acme Mineral Properties, Acme owns no real property; and with respect to each premises of Acme which is material to its business and which Acme occupies as tenant (the "**Acme Premises**"), Acme occupies the Acme Premises and has the exclusive right to occupy and use the Acme Premises and each of the leases pursuant to which Acme occupies the Acme Premises is in good standing and in full force and effect in all respects.

(z) Except for the Acme Stock Options, Acme does not have any plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by Acme for the benefit of any current or former director, officer, employee or consultant of Acme.

(aa) None of the directors or officers of Acme has any material interest, direct or indirect, in any material transaction or any proposed material transaction with Acme that materially affects, is material to or will materially affect Acme. Other than pursuant to certain Acme Material Contracts or in relation to customary legal services provided to Acme from time to time by its legal counsel, Acme is not indebted to:

(i) any director, officer or shareholder of Acme;

(ii) any individual related to any of the foregoing by blood, marriage or adoption; or

(iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in this Section 3.2(aa).

None of those Persons referred to in this Section 3.2(aa) is indebted to Acme. Other than pursuant to certain Acme Material Contracts, Acme is not currently a party to any Contract with any officer, director, employee, shareholder or any other Person not dealing at arm's length with Acme.

(bb) Neither Acme nor Newco is a party to or bound by any agreement, guarantee, indemnification (other than in the ordinary course of business and to officers, directors and advisory board members pursuant to Acme's constating documents and standard indemnity agreements, pursuant to underwriting, agency or financial advisor agreements pursuant to the standard indemnity provisions in agreements of that nature), or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or Indebtedness of any Person.

(cc) Acme has no insurance policies in place.

(dd) The minute books and records of Acme made available to counsel for CGE in connection with the due diligence investigation of Acme for the period from the date of incorporation to the date hereof are all of the minute books of Acme and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the directors and all committees of directors of Acme to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of Acme to the date hereof not reflected in such minute books.

(ee) There is no Person acting at the request or on behalf of Acme that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated hereby.

(ff) Acme has conducted all transactions, negotiations, discussions and dealings in full compliance with Applicable Anti-Corruption Laws. Acme has not made any offer, payment, promise to pay or authorization of payment of money or anything of value to any government official, or any other person while having reasonable grounds to believe that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly to a government official, for the purpose of:

(i) assisting the Parties in obtaining, retaining or directing business;

(ii) influencing any actor or decision of a government official in his or its official capacity;

(iii) inducing a government official to do or omit to do any act in violation of his or its lawful duty, or to use his or its influence with a government or instrumentality

thereof to affect or influence any act or decision of such government or department, agency, instrumentality or entity thereof; or

(iv) securing any improper advantage.

(gg) The operations of Acme are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Applicable Anti-Money Laundering Laws and no action, suit or proceeding by or before any Governmental Entity involving Acme with respect to the Applicable Anti-Money Laundering Laws is, to the knowledge of Acme, pending or threatened.

3.3 Survival of Representations and Warranties

No investigation by or on behalf of any Party prior to the execution of this Agreement will mitigate, diminish or affect the representations and warranties made by the other Parties. The representations and warranties of the Parties contained in this Agreement will not survive the completion of the Amalgamation and will expire and be terminated on the earlier of the Effective Date and the date on which this agreement is terminated in accordance with its terms. This Section 3.3 will not limit any covenant or agreement of any of the Parties, which, by its terms, contemplates performance after the Effective Time or the date on which this Agreement is terminated, as the case may be.

ARTICLE 4
COVENANTS

4.1 Covenants of CGE

CGE hereby covenants and agrees with Acme as follows:

(a) **TSXV Acceptance**. CGE shall use commercially reasonable efforts to assist Acme in complying with the rules and policies of the TSXV so that the Amalgamation will be accepted as a reverse take-over transaction pursuant to the rules and policies of the TSXV.

(b) **Acme Delisting**. CGE shall use commercially reasonable efforts to assist Acme in complying with the rules and policies of the CSE so that the Acme Common Shares may be delisted immediately prior to the Effective Time pursuant to the rules and policies of the CSE.

(c) **CGE Shareholder Approval**. CGE shall use commercially reasonable efforts to obtain the CGE Shareholder Approval by February 28, 2025.

(d) **Concurrent Financing**. CGE shall use commercially reasonable efforts to complete the Concurrent Financing in order to ensure that the Resulting Issuer meets minimum listing requirements pursuant to the rules and policies of the TSXV.

(e) **Copy of Documents**. CGE shall furnish promptly to Acme a copy of any filing under any Applicable Laws and any dealings or communications with any Governmental Entity or Securities Authority in connection with, or in any way affecting, the transactions contemplated by this Agreement.

(f) **Certain Actions Prohibited**. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, CGE shall not, and shall cause CGE Liberia not to, without the prior written consent of Acme, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Effective Date:

(i) incur or commit to incur in any debt, except in the ordinary and regular course of Business, or to finance its working capital requirements, or as otherwise contemplated in connection with the transactions contemplated in this Agreement;

(ii) declare or pay any dividends or distribute any of its property or assets to shareholders with respect to the CGE Common Shares or the securities of CGE Liberia;

(iii) enter into any Contracts, other than in the ordinary and regular course of Business, in connection with the Amalgamation or as otherwise contemplated herein;

(iv) alter or amend its constating documents, other than as may be required in connection with the transactions contemplated herein;

(v) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;

(vi) other than in the ordinary and regular course of Business and consistent with past practice, sell, pledge, lease, dispose of, grant any interest in, encumber or create an Encumbrance on or agree to sell, pledge, lease, dispose of, grant any interest in or encumber or create any Encumbrance on any of its assets, except where to do so would not have a Material Adverse Effect;

(vii) redeem, purchase or offer to purchase any of the CGE Common Shares or the securities of CGE Liberia; or

(viii) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of Business.

(g) **Certain Actions**. CGE shall, and shall cause CGE Liberia to, as applicable:

(i) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by CGE in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made or that would or could have a Material Adverse Effect;

(ii) promptly notify Acme of:

(A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the Business or in the conduct of the Business;

(B) any unsolicited offer CGE or CGE Liberia has received: (1) for the purchase of CGE Common Shares or the securities of CGE Liberia, or any portion thereof, or (2) of any amalgamation, arrangement, merger, business combination, take-over bid, tender or exchange offer, variation of a take-over bid, tender or exchange offer or similar transaction involving CGE or CGE Liberia made to the CGE Director or the board of directors of CGE Liberia or the management of CGE or CGE Liberia, or

directly to the CGE Shareholders or the holders of securities of CGE Liberia;

(C) any material Governmental Entity or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated);

(D) any breach by CGE of any covenant or agreement contained in this Agreement; and

(E) any event occurring subsequent to the date hereof that would render any representation or warranty of CGE contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.

(h) **Satisfaction of Conditions**. CGE shall use commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:

(i) obtain the CGE Shareholder Approval in accordance with the provisions of the BCBCA and the requirements of any applicable regulatory authority;

(ii) obtain all other consents, approvals and Authorizations as are required to be obtained by CGE under any Applicable Laws or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect;

(iii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate and appear in any proceedings of any Party hereto before any Governmental Entity;

(iv) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties hereto to consummate, the transactions contemplated hereby, subject to the CGE Director determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under Applicable Laws, and provided that, immediately upon receipt of such advice, CGE advises Acme in writing that it has received such advice and provides written details thereof to Acme;

(v) fulfill all conditions and satisfy all provisions of this Agreement and the Amalgamation required to be fulfilled or satisfied by CGE; and

(vi) co-operate with Acme in connection with the performance by it of its obligations hereunder, provided however that the foregoing shall not be construed to obligate CGE to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement;

(i) **Keep Fully Informed**. Subject to Applicable Laws, CGE shall use commercially reasonable efforts to conduct itself so as to keep Acme fully informed as to the material decisions or actions required or required to be made with respect to the operation of its Business.

(j) **Co-operation**. CGE shall make, or cooperate as necessary in the making of, all necessary filings and applications under all Applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.

(k) **Representations**. CGE shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of CGE contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.

(l) **Closing Documents**. CGE shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Acme, all in form satisfactory to Acme, acting reasonably.

(m) **No Misrepresentations**. CGE shall indemnify and save harmless Acme and its representatives, as applicable, from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which Acme and its representatives may be subject or which Acme or its representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(i) any Misrepresentation or alleged Misrepresentation in the CGE Information provided by CGE for inclusion in the CGE Circular or in any material filed by or on behalf of CGE or Acme in compliance or intended compliance with any Applicable Laws;

(ii) any order made or any inquiry, investigation or proceeding by any Governmental Entity based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any Misrepresentation or any alleged Misrepresentation in the CGE Information provided by CGE for inclusion in the CGE Circular or in any material filed by or on behalf of CGE or Acme in compliance or intended compliance with applicable Securities Laws, which prevents or restricts the trading in the Acme Common Shares; and

(iii) CGE not complying with any requirement of Applicable Laws in connection with the transactions contemplated in this Agreement,

except that, for greater certainty, CGE shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any Misrepresentation or alleged Misrepresentation of a material fact based solely on the Acme Information in the CGE Circular or the gross negligence of Acme.

4.2 Covenants of Acme

Acme hereby covenants and agrees with CGE as follows:

(a) **TSXV Acceptance**. Acme shall use commercially reasonable efforts to comply with the rules and policies of the TSXV so that the Amalgamation will be accepted as a reverse take-over transaction pursuant to the rules and policies of the TSXV and the Acme Post-

Consolidation Shares issuable to the CGE Shareholders pursuant to transactions contemplated herein are accepted for listing by the TSXV as of the Effective Date.

(b) **Acme Delisting**. Acme shall use commercially reasonable efforts to comply with the rules and policies of the CSE so that the Acme Common Shares may be delisted immediately prior to the Effective Time pursuant to the rules and policies of the CSE.

(c) **Concurrent Financing**. Acme shall use commercially reasonable efforts to assist CGE with completing the Concurrent Financing in order to ensure that the Resulting Issuer meets minimum listing requirements pursuant to the rules and policies of the TSXV.

(d) **Copy of Documents**. Acme shall furnish promptly to CGE a copy of any filing under any Applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or the TSXV in connection with, or in any way affecting, the transactions contemplated by this Agreement.

(e) **Certain Actions Prohibited**. Other than in contemplation of or as required to give effect to the transactions contemplated by this Agreement or as otherwise permitted pursuant to this Agreement, Acme shall not, without the prior written consent of CGE, which consent shall not be unreasonably withheld or delayed, directly or indirectly do or permit to occur any of the following prior to the Effective Date:

(i) issue, sell, grant, pledge, lease, dispose of, encumber or create any Encumbrance on or agree to issue, sell, grant, pledge, lease, dispose of, or encumber or create any Encumbrance on any shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares of Acme or Acme Subco;

(ii) incur or commit to incur any debt, except in the ordinary and regular course of business, or to finance its working capital requirements, or as otherwise contemplated herein in connection with the transactions contemplated by this Agreement;

(iii) declare or pay any dividends or distribute any of its properties or assets to shareholders with respect to the Acme Common Shares;

(iv) enter into Contracts, other than in the ordinary and regular course of business, in connection with the Amalgamation or as otherwise contemplated herein;

(v) alter or amend its constating documents, other than as may be required in connection with the transactions contemplated herein;

(vi) engage in any business enterprise or other activity different from that carried on or contemplated as of the date hereof;

(vii) other than in the ordinary and regular course of Business and consistent with past practice, sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets except where to do so would not have a Material Adverse Effect, other than the sale of the Acme Mineral Properties;

(viii) redeem, purchase or offer to purchase any of the Acme Common Shares or other securities; or

(ix) acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than in the ordinary and regular course of business.

(f) **Certain Actions**. Acme shall:

(i) not take any action, or refrain from taking any action or permit any action to be taken or not taken (subject to a commercially reasonable efforts qualification), inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby or would render, or that could reasonably be expected to render, any representation or warranty made by Acme in this Agreement untrue or inaccurate in any material respect at any time on or before the Effective Date if then made or that would or could have a Material Adverse Effect; and

(ii) promptly notify CGE of:

(A) any Material Adverse Change or Material Adverse Effect, or any change, event, occurrence or state of facts that could reasonably be expected to become a Material Adverse Change or to have a Material Adverse Effect, in respect of the business or in the conduct of the business of Acme;

(B) any unsolicited offer Acme has received: (1) for the purchase of Acme Common Shares, or any portion thereof, or (2) of any amalgamation, arrangement, merger, business combination, take-over bid, tender or exchange offer, variation of a take-over bid, tender or exchange offer or similar transaction involving Acme made to the Acme Board or the management of Acme, or directly to the shareholders of Acme;

(C) any material Governmental Entity or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated);

(D) any breach by Acme of any covenant or agreement contained in this Agreement; and

(E) any event occurring subsequent to the date hereof that would render any representation or warranty of Acme contained in this Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate in any material respect.

(g) **Satisfaction of Conditions**. Acme shall use commercially reasonable efforts to satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the transactions contemplated by this Agreement, including using its commercially reasonable efforts to:

(i) obtain all other consents, approvals and Authorizations as are required to be obtained by Acme under any Applicable Laws or from any Governmental Entity or under the rules or policies of the CSE and the TSXV that would, if not obtained, materially impede the completion of the transactions contemplated by this Agreement or have a Material Adverse Effect;

(ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Agreement and participate, and appear in any proceedings of, any Party hereto before any Governmental Entity;

(iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Agreement, the transactions contemplated hereby or seeking to enjoin or delay, or otherwise adversely affecting the ability of the Parties hereto to consummate, the transactions contemplated hereby, subject to the Acme Board determining in good faith after receiving advice from outside legal counsel (which may include written opinions or advice) that taking such action would be inconsistent with the fiduciary duties of such directors under Applicable Laws, and provided that, immediately upon receipt of such advice, Acme advises CGE in writing that it has received such advice and provides written details thereof to CGE;

(iv) fulfill all conditions and satisfy all provisions of this Agreement and the Amalgamation required to be fulfilled or satisfied by Acme; and

(v) co-operate with CGE in connection with the performance by CGE of its obligations hereunder, provided however that the foregoing shall not be construed to obligate Acme to pay or cause to be paid any monies to cause such performance to occur, other than as contemplated in this Agreement.

(h) **Keep Fully Informed**. Subject to Applicable Laws, Acme shall use commercially reasonable efforts to conduct itself so as to keep CGE fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business.

(i) **Co-operation**. Acme shall make, or cooperate as necessary in the making of, all necessary filings and applications under all Applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws.

(j) **Representations**. Acme shall use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of Acme contained herein shall be true and correct on and as of the Effective Date as if made on and as of such date.

(k) **Closing Documents**. Acme shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, opinions, resolutions and other closing documents as may be required by CGE, all in form satisfactory to CGE, acting reasonably.

(l) **No Misrepresentations**. Acme shall indemnify and save harmless CGE and its representatives, as applicable, from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which CGE and its representatives may be subject or which CGE or its representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(i) any Misrepresentation or alleged Misrepresentation in the Acme Information provided by Acme for inclusion in the CGE Circular or in any material filed by or

on behalf of CGE or Acme in compliance or intended compliance with any Applicable Laws;

(ii) any order made or any inquiry, investigation or proceeding by any Governmental Entity based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any Misrepresentation or any alleged Misrepresentation in the Acme Information provided by Acme for inclusion in the CGE Circular or in any material filed by or on behalf of CGE or Acme in compliance or intended compliance with applicable Securities Laws, which prevents or restricts the trading in the Acme Common Shares; and

(iii) Acme not complying with any requirement of Applicable Laws in connection with the transactions contemplated in this Agreement.

except that, for greater certainty, Acme shall not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any Misrepresentation or alleged Misrepresentation of a material fact based solely on the CGE Information in the CGE Circular or the gross negligence of CGE.

(m) **Newco**. In its capacity as the sole shareholder of Newco, Acme shall:

(i) take all such action as is necessary or desirable to cause Newco to satisfy its obligations hereunder, including without limitation, passing the Newco Resolution in the form attached hereto as Schedule B, on or prior to the Effective Date, or such other date as may be agreed to by CGE and Acme, acting reasonably;

(ii) prior to the Effective Date, not cause or permit Newco to issue any securities or enter into any agreements to issue or grant options, warrants or rights to purchase any of its securities except for the issuance of a nominal number of Newco Common Shares to Acme, or carry on any business, enter into any transaction or effect any corporate act whatsoever, other than as contemplated herein or as reasonably necessary to carry out the Amalgamation, unless previously consented to in writing by CGE; and

(iii) after the Effective Date, cause Amalco to satisfy any obligations which Amalco may have to a CGE Shareholder who exercises Dissent Rights.

(n) **Shares**. Acme will issue, at the Effective Time, Acme Post-Consolidation Shares, in accordance with the terms hereof, to those CGE Shareholders who are entitled to receive Acme Post-Consolidation Shares pursuant to the Amalgamation.

(o) **Listing of Shares**. Until the earlier of:

(i) the Effective Time; and

(ii) the termination of this Agreement in accordance with Section 6.2,

Acme shall use its commercially reasonable efforts to ensure that the Acme Common Shares are continuously listed and posted for trading on the CSE.

(p) **Change to Directors and Officers of Acme**. Prior to completion of the Amalgamation, Acme shall use commercially reasonable efforts to obtain duly executed resignations and releases in favour of Acme in the form and substance satisfactory to CGE, acting reasonably, from each director and officer of Acme who will no longer be serving in such

capacity or capacities following completion of the Amalgamation such that upon the Effective Date, the Acme Board will have been re-organized to consist of the directors nominated by CGE, in its sole discretion. Upon the Effective Date, the officers of Acme will resign and there will be appointed in their place as officers of Acme such individuals as CGE shall designate.

4.3 Mutual Covenants of Acme and CGE

(a) **Completion of Amalgamation**. Each of the Parties agrees that it shall complete the Amalgamation as soon as practicable following the receipt of the TSXV's conditional acceptance letter or such specific date as the Parties may mutually agree to and prior to the Completion Deadline.

At the Effective Time, Acme shall use commercially reasonable efforts to cause the Acme Board to approve resolutions to:

(i) accept the resignations from the directors and officers of Acme that will no longer be serving in such capacity following the completion of the Amalgamation;

(ii) change the composition of the Acme Board such that it will be comprised of directors, all as nominated by CGE; and

(iii) appoint officers of Acme as CGE shall designate.

(b) **Escrow Shares**. Prior to the Effective Time, the Parties will agree on the treatment of the Acme Common Shares and Acme Warrants currently held in escrow pursuant to the Acme Escrow Agreement.

(c) **Confidential Information**. All of the information, books, records and data to which a Party and/or its respective representatives are given access as set forth above, as well as the terms, conditions and existence of this Agreement and the Letter Agreement and discussions between the Parties (the "**Confidential Information**"), will be used by such Party solely for the purpose of analyzing the transactions contemplated hereunder and the Parties, and will be treated on a confidential basis. Each of the Parties covenants to the others that it will not at any time, other than in accordance with the terms of this Agreement, disclose the Confidential Information of the other to any Person without the prior written approval of the disclosing Party, or use any such Confidential Information for any purpose, other than for the specific purpose of evaluating and negotiating the terms of the transactions contemplated hereunder or analyzing the Parties hereto, unless specifically pre-approved in writing by the disclosing Party, subject to required disclosure to regulatory authorities and as otherwise required by Applicable Laws; *provided that* if a Party receives a request or is legally required to disclose Confidential Information, it will notify the other Parties of such request or requirement and the other Party may, at its own expense, seek to obtain any protective order to prevent or limit such disclosure. Each Party will maintain the confidential nature of the Confidential Information of the other in its possession by taking commercially reasonable steps to protect the information from unauthorized use, access and disclosure, which will be no less than those efforts made by the receiving Party to protect its own Confidential Information. The receiving Party may disclose Confidential Information of the other only to its representatives who have a "need-to-know" for the purposes of evaluating and negotiating the transactions contemplated hereunder or analyzing the Parties. None of the Parties will make any public announcement concerning the Amalgamation, including the contents and existence of this Agreement, or related negotiations without the other Parties' prior written approval, except as may be required

by applicable Securities Laws, other laws or by the policies of the TSXV or the CSE. Where such an announcement is required, the Party required to make the announcement will inform the other Parties of the contents of the proposed announcement and will make reasonable efforts to obtain the other Parties' approval for the announcement, which approval may not be unreasonably withheld. In the event that the Parties cannot agree upon such announcement within two Business Days, the Party making the announcement shall only make such disclosure as its counsel advises in writing is legally required to be made or is otherwise reasonable in the circumstances. The Parties covenant and agree to keep confidential all of the information including the Confidential Information obtained by it except for such information which:

(i) prior to November 5, 2024 was already in the possession of the other;

(ii) is generally available to the public;

(iii) is required to be disclosed by a Party to any Governmental Entity body having jurisdiction over the Parties;

(iv) is required in the reasonable opinion of a Party or its counsel to be disclosed to its shareholders, creditors or auditors; or

(v) is made available to the other Parties on a non-confidential basis from a source other than a Party or their representatives.

(d) **Public Statements**. Each of the Parties will advise the other Party, in advance of any public statement which they propose to make in respect of the Amalgamation, provided that no Party shall be prevented from making any disclosure statement which is required to be made by Applicable Laws or any rule of a stock exchange, including the CSE, the TSXV or a similar organization to which it is bound.

(e) **Exclusive Dealing**. Each Party covenants and agrees with the other Parties that, until the termination of this Agreement in accordance with Section 6.2, it will not, without prior written consent of the other Parties, directly or indirectly:

(i) initiate, solicit, cause, facilitate or participate in any (confidential or otherwise) offer or expression of interest to sell any of its securities or assets to a third party;

(ii) except with regard to the Amalgamation, pursue any other material amalgamation, merger, arrangement, business combination or sale of assets or make any other material change to its business (including the Business in the case of CGE), capital or affairs; or

(iii) conduct any activity otherwise materially detrimental to the Amalgamation.

Notwithstanding the foregoing, nothing herein will restrict (i) the Parties from taking such actions as may be required in order to discharge their obligations pursuant to Applicable Laws, or (ii) CGE from continuing discussions with other potential partners in connection with the License.

(f) **Privacy Matters**. For the purposes of this Section 4.3(f) the following definitions shall apply:

(i) "**Applicable Privacy Laws**" means any and all Applicable Laws relating to privacy and the collection, use and disclosure of Personal Information in all

applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial Law; and

(ii) "**Personal Information**" means information about an individual transferred to one Party by the other in accordance with this Agreement and/or as a condition of the Amalgamation.

The Parties acknowledge that they are responsible for compliance at all times with Applicable Privacy Laws which govern the collection, use and disclosure of Personal Information acquired by or disclosed to any Party pursuant to or in connection with this Agreement (the "**Disclosed Personal Information**").

(i) None of the Parties shall use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Amalgamation.

(ii) Each Party acknowledges and confirms that the disclosure of Personal Information is necessary for the purposes of determining if the Parties shall proceed with the Amalgamation and that the disclosure of Personal Information relates solely to the carrying on of the Business and the completion of the Amalgamation.

(iii) Each Party acknowledges and confirms that it has and shall continue to employ appropriate technology and procedures in accordance with Applicable Laws to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.

(iv) Each Party shall at all times keep strictly confidential all Disclosed Personal Information provided to it and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Parties' obligations hereunder. Each Party shall ensure that access to the Disclosed Personal Information shall be restricted to those employees or advisors of the respective Party who have a bona fide need to access to such information in order to complete the Amalgamation.

(v) Each Party shall promptly notify the other Parties of all inquiries, complaints, requests for access, and claims of which the Party is made aware in connection with the Disclosed Personal Information. The Parties shall fully co-operate with one another, with the Persons to whom the Disclosed Personal Information relates, and any authorized authority charged with enforcement of Applicable Privacy Laws, in responding to such inquiries, complaints, requests for access, and claims.

(vi) Upon the expiry or termination of this Agreement or otherwise upon the reasonable request of either Party, the other Parties shall forthwith cease all use of the Disclosed Personal Information acquired by such other Parties in connection with this Agreement and will return to the requesting Party or, at the requesting Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies thereof).

ARTICLE 5
CONDITIONS

5.1 Mutual Conditions in Favour of Acme and CGE

The respective obligations of CGE and Acme to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Effective Time or such other time as is specified below:

(a) the CGE Shareholder Approval shall have been obtained in accordance with the provisions of the BCBCA and the requirements of any applicable regulatory authority;

(b) Acme, as the sole holder of Newco Common Shares, shall have signed the Newco Resolution;

(c) the Concurrent Financing shall have been completed;

(d) Acme shall have completed the Acme Consolidation and the Name Change;

(e) each of the CGE Director, the Acme Board and the board of directors of Newco shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by CGE, Acme and Newco to permit the consummation of the Amalgamation and all other matters contemplated in this Agreement;

(f) the Acme Delisting shall have occurred immediately prior to the Effective Time;

(g) the Amalgamation shall have been accepted by the TSXV and the TSXV shall have conditionally accepted for listing on the TSXV all of the Acme Post-Consolidation Shares on terms and conditions acceptable to each of the Parties, acting reasonably;

(h) on completion of the Amalgamation, each of the Parties, as required by the TSXV, shall have entered into an escrow agreement upon the terms and conditions imposed pursuant to the policies of the TSXV;

(i) the distribution of the Acme Post-Consolidation Shares pursuant to the Amalgamation shall be exempt from prospectus and registration requirements under applicable Securities Laws of Canada and, except with respect to Persons deemed to be "control persons" of Acme under such Securities Laws, such Acme Post-Consolidation Shares shall not be subject to any resale restrictions in Canada under such Securities Laws, other than TSXV escrow and seed share matrix resale restrictions;

(j) there being no Applicable Law or change in Applicable Law which prohibits the consummation of the transactions contemplated by this Agreement;

(k) there being no legal proceeding pending or threatened, in writing or otherwise, wherein an unfavourable judgment, order, decree, stipulation or injunction would prevent the consummation of the transactions contemplated by this Agreement; and

(l) there being no inquiry or investigation (whether formal or informal or pending or threatened) in relation to any of the Parties or their respective subsidiaries, directors, officers or shareholders by the CSE, the TSXV, any Securities Authority or other Governmental Entity, such that the outcome of such inquiry or investigation could have a Material Adverse Effect on either Party.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by mutual consent of Acme and CGE in writing at any time. No such waiver shall be of any effect unless it is in writing signed by both Parties. If any of such conditions shall not be complied with or waived as aforesaid on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 5.4, any Party may terminate this Agreement by written notice to the other Party in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such terminating Party.

5.2 Conditions in Favour of CGE

The obligation of CGE to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

(a) the Acme Board shall have been restructured as set out in Section 4.2(p) of this Agreement;

(b) Acme shall have procured duly executed resignations and releases in favour of Acme effective at the Effective Time from each director and officer of Acme who will no longer be serving in such capacity or capacities following completion of the Amalgamation;

(c) the representations and warranties made by Acme in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Acme in this Agreement shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either individually or in the aggregate, in the reasonable judgment of CGE, have a Material Adverse Effect, and Acme shall have provided to CGE a certificate of one officer thereof certifying such accuracy or lack of Material Adverse Effect on the Effective Date. No representation or warranty made by Acme hereunder shall be deemed not to be true and correct if the facts or circumstances which make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;

(d) each of the current directors and officers of Acme shall have entered into consulting agreements with Acme prior to their resignations, providing for, amongst other things, that any Acme Stock Option held by such consultants will remain exercisable for a period of 12 months from the Effective Date, subject to the rules and policies and acceptance of the TSXV;

(e) immediately prior to the Effective Time and the Acme Consolidation, CGE shall be satisfied there shall not be more than 13,290,001 Acme Common Shares outstanding, 900,000 Acme Stock Options outstanding and 6,900,000 Acme Warrants outstanding, subject to the due exercise of any existing Acme Warrants during the period between the date of this Agreement and the Effective Time, and CGE shall be satisfied that upon completion of the Amalgamation no Person shall have any Contract option or any right or privilege (whether by Law, pre-emptive, by Contract or otherwise) capable of becoming an agreement or option for the purchase, subscription, allotment or issuance of any issued or unissued, Acme Common Shares;

(f) if requested by CGE, CGE shall have received evidence, in a form satisfactory to CGE in its sole discretion, that Acme has disposed of, or made arrangements to dispose of, the Acme Mineral Properties and have no ongoing obligations or material liabilities associated with the Acme Mineral Properties;

(g) from the date of this Agreement to the Effective Date, there shall not have occurred a Material Adverse Change in respect of Acme;

(h) Newco shall not have engaged in any business enterprise or other activity or had any assets or liabilities;

(i) all liabilities of Acme, other than liabilities incurred in connection with the transactions contemplated in this Agreement or incurred following the date hereof to maintain Acme's status as a reporting issuer in good standing in the provinces of British Columbia, Alberta and Ontario, shall have been satisfied;

(j) Acme shall have complied in all material respects with its covenants herein and Acme shall have provided to CGE a certificate of one officer thereof, certifying that, as of the Effective Date, it has so complied with their covenants herein; and

(k) the Acme Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Acme and Newco to permit the consummation of the Amalgamation and the transactions to be completed by Acme and Newco pursuant to the terms of this Agreement.

The foregoing conditions are for the benefit of CGE and may be waived, in whole or in part, by CGE in writing at any time. No such waiver shall be of any effect unless it is in writing signed by CGE. If any of such conditions shall not be complied with or waived by CGE on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 5.4 of this Agreement, CGE may terminate this Agreement by written notice to Acme in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by CGE.

5.3 Conditions in Favour of Acme and Newco

The obligation of each of Acme and Newco to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Time or such other time as is specified below:

(a) the representations and warranties made by CGE in this Agreement that are qualified by the expression "Material Adverse Change" or "Material Adverse Effect" shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by CGE in this Agreement that are not so qualified shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, in the reasonable judgment of Acme, have a Material Adverse Effect, and CGE shall have provided to Acme a certificate of one officer thereof certifying such accuracy or lack of Material Adverse Effect on the Effective Date. No representation or warranty made by CGE hereunder shall be deemed not to be true and correct if the facts or circumstances that

make such representation or warranty untrue or incorrect are disclosed or referred to, or provided for, or stated to be exceptions under this Agreement;

(b) from the date of this Agreement to the Effective Date, there shall not have occurred a Material Adverse Change in respect of CGE or CGE Liberia;

(c) CGE shall have complied in all material respects with its covenants herein and CGE shall have provided to Acme a certificate of one officer thereof certifying that, as of the Effective Date, CGE has so complied with its covenants herein; and

(d) the CGE Director shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by CGE to permit the consummation of the Amalgamation and the transactions to be completed by CGE pursuant to the terms of this Agreement.

The foregoing conditions are for the benefit of Acme and may be waived, in whole or in part, by Acme in writing at any time. No such waiver shall be of any effect unless it is in writing signed by Acme. If any of such conditions shall not be complied with or waived by Acme on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 5.4 of this Agreement, Acme may terminate this Agreement by written notice to CGE in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Acme.

5.4 Notice and Cure Provisions

Each Party hereto shall give prompt notice to the other Party of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, would be likely to or could:

(a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any respect on the date hereof or on the Effective Date;

(b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party on or before the Effective Date; or

(c) result in the failure to satisfy any of the conditions precedent in favour of the other Party contained in Section 5.1, 5.2 or 5.3 of this Agreement, as the case may be.

Subject as herein provided, a Party may:

(a) elect not to complete the transactions contemplated hereby by virtue of any of the conditions for its benefit contained in Section 5.1, 5.2 or 5.3 of this Agreement not being satisfied or waived; or

(b) exercise any termination right arising therefrom; provided, however, that:

(i) promptly and in any event prior to the Effective Date, the Party hereto intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail the breaches of covenants or untruthfulness or inaccuracy of representations and warranties or other matters that the Party delivering such notice is asserting as the basis for the exercise of the termination right, as the case may be; and

(ii) if any such notice is delivered, and a Party proceeds diligently, at its own expense, to cure such matter, if such matter is susceptible to being cured, the Party that has delivered such notice may not terminate this Agreement until the lesser of ten (10)

days from the date of delivery of such notice and the number of days remaining before the earlier of the Effective Date and the Completion Deadline.

5.5 Merger of Conditions

If no notice has been sent by either Party pursuant to Section 5.4 of this Agreement prior to the Effective Date, the conditions set out in Section 5.1, 5.2 or 5.3 of this Agreement shall be conclusively deemed to have been satisfied, fulfilled or waived as of the Effective Time.

5.6 Access to Information

(a) Each of Acme, CGE and their respective representatives will have full access during normal business hours to all directors, officers, employees, consultants' assets, accounts, books, records, contracts and other documents, instruments, information and data of each other, provided that such access will not materially interfere with the normal business operations of either Party. All of the accounts, books, records, returns, Contracts and other documents, instruments, information and data to which each Party and/or their respective representatives are given access as set forth above will be used solely for the purpose of considering the completion of the transactions contemplated herein pursuant to the terms hereof. In the event the Parties terminate this Agreement for any reason, they will promptly return or destroy all materials and other documents and instruments so provided to them, including any copies or derivative works thereof or therefrom, except for such historical records maintained for legal or regulatory purposes.

(b) All of the accounts, books, records, returns, Contracts and other documents, instruments, information and data to which Acme or CGE, as applicable, and their respective representatives are given access as set forth above and the existence, terms and conditions of this Agreement and all discussions between the Parties will also be treated as Confidential Information, subject to this Agreement and subject to appropriate disclosure to Governmental Entities and as otherwise required by applicable Securities Laws or other laws and the rules of any applicable securities exchange in accordance with this Agreement.

ARTICLE 6
AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement may, at any time and from time to time before or after the receipt of the CGE Shareholder Approval and the execution of the Newco Resolution be amended by mutual written agreement of the Parties without, subject to Applicable Laws, further notice to or authorization on the part of the CGE Shareholders and any such amendment may, without limitation:

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

(b) waive any inaccuracies in 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 the performance of any of the obligations of any of the Parties hereto; or

(d) waive compliance with or modify any condition herein contained,

provided, however, that notwithstanding the foregoing, following the receipt of the CGE Shareholder Approval, the exchange ratio for the Acme Post-Consolidation Shares to be issued in exchange for CGE Common Shares shall not be amended without the approval of the CGE Shareholders given in the same manner as required for the approval of the Amalgamation.

6.2 Termination

This Agreement may be terminated at any time prior to the Effective Time:

(a) by mutual written agreement by CGE, Acme and Newco;

(b) subject to Section 5.4 of this Agreement:

(i) by CGE: (A) by notice to Acme if any of the conditions contained in Section 5.2 of this Agreement shall not be fulfilled or performed by the Completion Deadline; or (B) upon a breach by Acme of Section 4.3(e) of this Agreement that could reasonably result in a condition set forth in Section 5.2 of this Agreement not being met, which condition has not been waived to be incapable of being satisfied on or before the Completion Deadline; or

(ii) by Acme: (A) by notice to CGE if any of the conditions contained in Section 5.3 of this Agreement shall not be fulfilled or performed by the Completion Deadline; or (B) upon a breach by CGE of Section 4.3(e) of this Agreement that could reasonably result in a condition set forth in Section 5.3 of this Agreement not being met, which condition has not been waived to be incapable of being satisfied on or before the Completion Deadline;

(c) by Acme if there is a breach of any of the covenants of CGE contained herein by CGE or any of its directors, officers, employees, agents, consultants or other representatives, in each case, on or before the Effective Date;

(d) by CGE if there is a breach of any of the covenants of Acme contained herein by Acme or any of its directors, officers, employees, agents, consultants or other representatives, in each case, on or before the Effective Date;

(e) by Acme or by CGE if the Amalgamation shall not have been completed by the Completion Deadline; or

(f) by any Party if any Governmental Entity has notified any of Acme or CGE that it will not permit the Amalgamation to proceed, in whole or in part.

provided that any termination by a Party in accordance with the paragraphs above shall be made by such Party delivering written notice thereof to the other Party or Parties hereto prior to the earlier of the Effective Date and the Completion Deadline and specifying therein in reasonable detail the matter or matters giving rise to such termination right.

If this Agreement is terminated as aforesaid, the Party terminating this Agreement shall be released from all obligations under this Agreement other than the obligations that by their terms survive the termination of this Agreement (including the obligation to make payments under Sections 6.4(a) and 6.4(b) the obligations with respect to confidentiality under Section 4.3(b) and the obligations with respect to expenses under Section 7.3), all rights of specific performance against such Party shall terminate and, unless such Party can show that the condition or conditions the non-performance of which has caused such Party to terminate this Agreement were reasonably capable of being performed by the other Party, then the other Party shall also be released from all obligations hereunder, except any liability expressly contemplated

hereby; and further provided that any of such conditions may be waived in full or in part by either of the Parties without prejudice to its rights of termination in the event of the non-fulfilment or non-performance of any other condition.

6.3 Notice of Unfulfilled Conditions

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

6.4 Expense Reimbursement

(a) CGE shall be entitled to reimbursement of its reasonable and documented expenses, costs and fees incurred by it connection with the transactions contemplated by this Agreement to a maximum of $50,000 (the "**CGE Expense Reimbursement**") upon the occurrence of any of the following events (each a "**CGE Expense Reimbursement Event**") which shall be paid by Acme promptly following the CGE Expense Reimbursement Event and CGE's provision to Acme of reasonable documentation evidencing its reasonable and documented expenses, costs and fees incurred by it connection with the transactions contemplated by this Agreement:

(i) this Agreement is terminated by CGE pursuant to Section 6.2(b)(i); or

(ii) this Agreement is terminated by CGE pursuant to Section 6.2(d).

(b) Acme shall be entitled to reimbursement of its reasonable and documented expenses, costs and fees incurred by it connection with the transactions contemplated by this Agreement to a maximum of $50,000 (the "**Acme Expense Reimbursement**") upon the occurrence of any of the following events (each a "**Acme Expense Reimbursement Event**") which shall be paid by CGE promptly following the Acme Expense Reimbursement Event and Acme's provision to CGE of reasonable documentation evidencing its reasonable and documented expenses, costs and fees incurred by it connection with the transactions contemplated by this Agreement:

(i) this Agreement is terminated by Acme pursuant to Section 6.2(b)(ii); or

(ii) this Agreement is terminated by Acme pursuant to Section 6.2(c).

ARTICLE 7
GENERAL

7.1 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party hereto shall be in writing and shall be delivered by hand to the Party hereto to which the notice is to be given at the following address or sent by email transmission to the following numbers or to such other address, facsimile number or email address as shall be specified by a Party hereto by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided

herein (if a Business Day or, if not, then the next succeeding Business Day) and if sent by email be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 5:00 p.m. (local time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.

The address for service of each of the Parties hereto shall be as follows:

(a) if to Acme or Newco as follows:

Acme Gold Company Limited
992 East 13th Avenue
Vancouver, British Columbia V5T 2L6

Attention: Don Crossley
Email: [Redacted]

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

Lotz & Company
Suite 880, 320 Granville Street
Vancouver, British Columbia V6C 1S9

Attention: Alexander Paterson
Email: apaterson@lotzandco.com

(b) if to CGE:

Canadian Global Energy Corp.
Suite 1500 – 999 West Hastings Street
Vancouver, British Columbia V6C 2W2

Attention: Craig Steinke
Email: [Redacted]

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

Cassels Brock & Blackwell LLP
Suite 2200, 885 West Georgia Street
Vancouver, British Columbia V6C 3E8

Attention: Jennifer Traub
Email: jtraub@cassels.com

7.2 Remedies

The Parties hereto acknowledge and agree that an award of money damages may be inadequate for any breach of this Agreement by any Party hereto or its representatives and advisors and that such breach may cause the non-breaching Party hereto irreparable harm. Accordingly, the Parties hereto agree that, in the event of any such breach or threatened breach of this Agreement by one of the Parties hereto, CGE (if Acme is the breaching Party) or Acme (if CGE is the breaching Party) will be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific

performance. Subject to any other provision hereof, such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available hereunder or at Law or in equity to each of the Parties hereto.

7.3 Expenses

Other then as set forth in Section 6.4 of this Agreement, each of the Parties hereto shall be responsible for its own costs and expenses incurred with respect to the transactions contemplated herein including, without limitation, legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors. Notwithstanding the foregoing, the Parties agree that CGE and CGE Liberia shall be responsible for all costs and expenses relating to legal and accounting fees and disbursements relating to the preparation of all documents, certificates and filings required to give effect to the transactions contemplated herein, including without limitation, this Agreement, the CGE Circular and the application to the TSXV for the listing of Acme Post-Consolidation Shares, or otherwise relating to the transactions contemplated herein, and that nothing in this Agreement shall be construed so as to prevent the payment of such expenses, whether or not the Amalgamation is completed. The Parties further agree that CGE and its counsel shall be primarily responsible for the preparation of all documentation and filings in connection with the transactions contemplated herein, including, without limitation, the CGE Circular, the Acme Delisting and the application to the TSXV for the listing of Acme Post-Consolidated Shares following completion of the transactions contemplated herein, while Acme and its counsel shall diligently cooperate and assist in the preparation of such documentation and required filings, each acting reasonably; however, each Party shall permit the other Party and its counsel to review the preparation of all documentation to be sent to shareholders of such Party or otherwise used in connection with the approval of the transactions contemplated herein by the shareholders of such Party, the CSE and the TSXV, as applicable. The provisions of this Section 7.3 shall survive the termination of this Agreement.

7.4 Time of the Essence

Time shall be of the essence in this Agreement.

7.5 Entire Agreement

This Agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof, including the Letter Agreement. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

7.6 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other Party, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Amalgamation.

7.7 Severability

In the event that any provisions contained in this Agreement shall be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement shall continue in force with respect to the enforceable provisions and all rights and remedies accrued under the enforceable provisions shall survive any such declaration, and any non-enforceable provision shall, to the extent

permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal and unenforceable provision.

7.8 Governing Law

This Agreement shall be governed by, and be construed in accordance with, the Laws of the Province of British Columbia and the Laws of Canada applicable therein but the reference to such Laws shall not, by conflict of laws rules or otherwise, require the application of the Law of any jurisdiction other than the Province of British Columbia.

7.9 Arbitration

(a) **Best Endeavours to Settle Disputes**. In the event of any dispute, claim, question or difference arising out of or relating to this Agreement or any agreement executed pursuant to this Agreement or any breach hereof, the Parties shall use their best endeavours to settle such dispute, claim, question or difference. To this effect, the Parties shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to reach a just and equitable solution satisfactory to all Parties.

(b) **Arbitration**. Except as is expressly provided in this Agreement, if the Parties do not reach a solution pursuant to Section 7.9(a) within a period of 15 Business Days following the first notification in writing by any Party to another Party of any dispute, claim, question, or difference, then upon written notice by any Party to the others, the dispute, claim, question or difference shall be finally resolved by arbitration in accordance with the International Arbitration Rules of Procedure (the "**VANIAC Rules**") of the Vancouver International Arbitrations Centre and pursuant to the applicable provisions of the *Arbitration Act* (British Columbia) and any amendments thereto, based upon the following:

(i) the arbitration tribunal shall consist of one arbitrator appointed in accordance with the VANIAC Rules;

(ii) the arbitration shall take place in Vancouver, British Columbia, or such other location as the Parties may mutually agree to in writing;

(iii) the language of the arbitration shall be in English;

(iv) any arbitration award rendered thereon shall be given in writing and shall be final and binding on the Parties, and shall deal with the question of costs of arbitration and all matters related thereto; and

(v) judgment upon the award rendered may be entered in any court having jurisdiction, or, application may be made to such court for a judicial recognition of the award or an order of enforcement thereof, as the case may be

7.10 Execution in Counterparts

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same. Delivery of an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission shall be effective as delivery of a manually executed counterpart of this Agreement, and any Party hereto delivering an executed counterpart of the signature page to this Agreement by facsimile, email or other functionally equivalent electronic means of transmission to any other Party hereto shall thereafter also promptly deliver a manually executed original

counterpart of this Agreement to such other Party, but the failure to deliver such manually executed original counterpart shall not affect the validity, enforceability or binding effect of this Agreement.

7.11 Waiver

Acme and CGE may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them (or Newco in the case of Acme) hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other Parties hereto. No waiver, or consent to the modification of any inaccuracy of any provision of this Agreement constitutes a waiver of or consent to any proceeding, continuing or succeeding inaccuracy of such provision or of any other provision of this Agreement. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting such waiver or consent. Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 6.1 of this Agreement.

7.12 No Personal Liability

(a) No director or officer of CGE shall have any personal liability whatsoever (other than in the case of fraud, negligence or wilful misconduct) to Acme under this Agreement or any other document delivered in connection with this Agreement or the Amalgamation by or on behalf of CGE.

(b) No director or officer of Acme shall have any personal liability whatsoever (other than in the case of fraud, negligence or wilful misconduct) to CGE under this Agreement or any other document delivered in connection with this Agreement or the Amalgamation by or on behalf of Acme.

7.13 Enurement and Assignment

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

[EXECUTION PAGE FOLLOWS]

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

ACME GOLD COMPANY LIMITED

Per: (Signed) *"Don Crossley"*
Authorized Signatory

CANADIAN GLOBAL ENERGY CORP.

Per: (Signed) *"Craig Steinke"*
Authorized Signatory

1517742 B.C. LTD.

Per: (Signed) *"Don Crossley"*
Authorized Signatory

SCHEDULE A

FORM OF CGE AMALGAMATION RESOLUTION

BE IT RESOLVED as a special resolution of the shareholders of Canadian Global Energy Corp. that:

1. The amalgamation (the "**Amalgamation**") under the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving Canadian Global Energy Corp. (the "**Company**"), Acme Gold Company Limited ("**Acme**") and 1517742 B.C. Ltd. ("**Newco**"), a wholly-owned subsidiary of Acme, pursuant to the terms and conditions contained in the amalgamation agreement (the "**Amalgamation Agreement**") dated December 20, 2024 (as the same may be or has been modified or amended), is hereby authorized and approved.

2. The execution and delivery by the Company of the Amalgamation Agreement is hereby ratified, confirmed and approved, and the Amalgamation is hereby adopted.

3. Any officer or director of the Company is hereby authorized and directed, on behalf of the Company, to execute and deliver an amalgamation application to the registrar appointed under Section 400 of the BCBCA with respect to the Amalgamation.

4. Notwithstanding that this special resolution has been passed (and the Amalgamation Agreement adopted) by the shareholders of the Company, the directors of the Company are hereby authorized and empowered without further approval of the shareholders of the Company at any time prior to the issuance by the registrar under the BCBCA of a certificate of amalgamation in respect of the Amalgamation (i) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement, and (ii) not to proceed with Amalgamation to the extent permitted by the Amalgamation Agreement or otherwise give effect to these resolutions.

5. Any officer or director of the Company is hereby authorized and directed for and on behalf of and in the name of the Company to execute, under the seal of the Company or otherwise, and to deliver, all documents, agreements and instruments and to do all such other acts and things, including delivering such documents as are necessary or desirable to the registrar appointed under Section 400 of the BCBCA for filing in accordance with the Amalgamation Agreement, as such officer or director, in his absolute discretion, determines to be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments or doing of any such act or thing.

SCHEDULE B

FORM OF NEWCO RESOLUTION

BE IT RESOLVED as a special resolution of the sole shareholder of **1517742 B.C. Ltd**. that:

1. The amalgamation (the "**Amalgamation**") under the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving Canadian Global Energy Corp. ("**CGE**"), Acme Gold Company Limited ("**Acme**") and 1517742 B.C. Ltd. (the "**Company**"), a wholly-owned subsidiary of Acme, pursuant to the terms and conditions contained in the amalgamation agreement (the "**Amalgamation Agreement**") dated December 20, 2024 (as the same may be or has been modified or amended), is hereby authorized and approved.

2. The execution and delivery by the Company of the Amalgamation Agreement is hereby ratified, confirmed and approved, and the Amalgamation is hereby adopted.

3. Any officer or director of the Company is hereby authorized and directed, on behalf of the Company, to execute and deliver an amalgamation application to the registrar appointed under Section 400 of the BCBCA with respect to the Amalgamation.

4. Notwithstanding that this special resolution has been passed (and the Amalgamation Agreement adopted) by the shareholders of the Company, the directors of the Company are hereby authorized and empowered without further approval of the shareholders of the Company at any time prior to the issuance by the registrar under the BCBCA of a certificate of amalgamation in respect of the Amalgamation (i) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement, and (ii) not to proceed with Amalgamation to the extent permitted by the Amalgamation Agreement or otherwise give effect to these resolutions.

5. Any officer or director of the Company is hereby authorized and directed for and on behalf of and in the name of the Company to execute, under the seal of the Company or otherwise, and to deliver all documents, agreements and instruments and to do all such other acts and things, including delivering such documents as are necessary or desirable to the registrar appointed under Section 400 of the BCBCA for filing in accordance with the Amalgamation Agreement, as such officer or director, in his absolute discretion, determines to be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments or doing of any such act or thing.

SCHEDULE C

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.)

- [x] 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

- [x] 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:
Canadian Global Energy Corp.

The incorporation number of that company is: BC1489736

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

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

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

OR

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

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

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

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

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

E AMALGAMATING CORPORATIONS

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

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. 1517742 B.C. Ltd.	BC1517742	
2. Canadian Global Energy Corp.	BC1489736	
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. Don Crossley	X	
2. Craig Steinke	X	
3.	X	
4.	X	
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

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

Canadian Global Energy Corp.

B TRANSLATION OF COMPANY NAME

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

N/A

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	
Steinke	Craig		
DELIVERY ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
1500 - 999 West Hastings Street, Vancouver	BC	Canada	V6C 2W2
MAILING ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
1500 - 999 West Hastings Street, Vancouver	BC	Canada	V6C 2W2
LAST NAME	**FIRST NAME**	**MIDDLE NAME**	
DELIVERY ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
MAILING ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
LAST NAME	**FIRST NAME**	**MIDDLE NAME**	
DELIVERY ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
MAILING ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
LAST NAME	**FIRST NAME**	**MIDDLE NAME**	
DELIVERY ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**
MAILING ADDRESS	**PROVINCE/STATE**	**COUNTRY**	**POSTAL CODE/ZIP CODE**

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 2200, 885 West Georgia Street, Vancouver	BC	V6C 3E8

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 2200, 885 West Georgia Street, Vancouver	BC	V6C 3E8

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Suite 2200, 885 West Georgia Street, Vancouver	BC	V6C 3E8

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Suite 2200, 885 West Georgia Street, Vancouver	BC	V6C 3E8

F AUTHORIZED SHARE STRUCTURE

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

SCHEDULE D

FORM OF ARTICLES OF AMALCO

See attached.

Amalgamation Number: _____

ARTICLES
of
CANADIAN GLOBAL ENERGY CORP.
(the "Company")

By virtue of a regular amalgamation made pursuant to section 270 of the *Business Corporations Act* (British Columbia) between **1517742 B.C. Ltd.** and **Canadian Global Energy Corp.**, effective _____, 2025 at 12:01 A.M. Pacific Time, the following articles, attached hereto, were adopted as the articles of the Company.

TABLE OF CONTENTS

1. INTERPRETATION

1.1 Definitions. In these Articles, unless the context otherwise requires:

"**appropriate person**" has the meaning ascribed thereto in the Securities Transfer Act;

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

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

"**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;

"**legal personal representative**" means the personal or other legal representative of a shareholder;

"**protected purchaser**" has the meaning ascribed thereto in the *Securities Transfer Act*;

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

"**seal**" means the seal of the Company, if any;

"**securities legislation**" means statutes concerning the regulation of securities markets and trading in securities and the regulations, rules, forms and schedules under those statutes, all as amended from time to time, and the blanket rulings and orders, as amended from time to time, issued by the securities commissions or similar regulatory authorities appointed under or pursuant to those statutes; "Canadian securities legislation" means the securities legislation in any province or territory of Canada and includes the *Securities Act* (British Columbia); and "U.S. securities legislation" means the securities legislation in the federal jurisdiction of the United States and in any state of the United States and includes the Securities Act of 1933 and the Securities Exchange Act of 1934; and

"**Securities Transfer Act**" means the *Securities Transfer 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.

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

1.3 Extended Meanings. Words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and

words importing a person include an individual, partnership, association, body corporate, unincorporated organization, trustee, executor, administrator and legal representative.

1.4 Imperative. "Will" is to be construed as imperative.

1.5 Documents in Writing.Expressions referring to writing include references to printing, lithographing, typewriting, photography, and other modes of representing or reproducing words in a visible form.

2. SHARES AND SHARE CERTIFICATES

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

2.2 Form of Share Certificate. Each share certificate issued by the Company will comply with, and be signed as required by, the Business Corporations Act.

2.3 Shareholder Entitled to Certificate or Acknowledgment. Unless the shares of which the shareholder is the registered owner are uncertificated shares within the meaning of the Business Corporations Act, each shareholder is entitled, without charge, to (i) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (ii) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgment and delivery of a share certificate or acknowledgment to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all.

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

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

(a) order the share certificate or acknowledgment to be cancelled; and

(b) issue a replacement share certificate or acknowledgment.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment. If a person entitled to a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate claims that the share certificate or acknowledgment has been lost, stolen or destroyed, the Company will issue a new share certificate or acknowledgement, as the case may be, if that person:

(a) so requests before the Company has notice that the share certificate or acknowledgement has been acquired by a protected purchaser;

(b) provides the Company with an indemnity bond sufficient in the Company's judgment to protect the Company from any loss that the Company may suffer by issuing a new certificate or acknowledgement; and

(c) satisfies any other reasonable requirements imposed by the directors.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, stolen or apparently destroyed if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the shares represented by the certificate before receiving a notice of the loss, theft or apparent destruction of the share certificate.

2.7 Recovery of New Share Certificate. If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights under the indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

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

2.9 Certificate Fee. There will be paid as a fee to the Company, in relation to the issuance of any share certificate under Articles 2.5, 2.6 or 2.8, the amount, if any, determined by the directors, which will not exceed the amount prescribed under the Business Corporations Act.

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

3. ISSUE OF SHARES

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

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

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

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

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

(i) past services performed for the Company;

(ii) property; or

(iii) money; and

(b) the directors have determined that the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

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

4. SHARE REGISTERS

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

4.2 Closing Register. The Company will not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers. The Company will register a transfer of a share of the Company if either:

(a) the Company or the transfer agent or registrar for the class or series of shares to be transferred has received:

(i) in the case where the Company has issued a share certificate in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;

(ii) in the case of a share that is not represented by a share certificate (including an uncertificated share within the meaning of the Business Corporations Act and including the case where the Company has issued a

non-transferable written acknowledgment of the shareholder's right to obtain a share certificate in respect of the share to be transferred), a written instrument of transfer made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and

(iii) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of shares 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 is genuine and authorized and that the transfer is rightful or to a protected purchaser; or

(b) all the preconditions for a transfer of a share under the Securities Transfer Act have been met and the Company is required under the Securities Transfer Act to register the transfer.

5.2 Waivers of Requirements for Transfer. The Company may waive any of the requirements set out in Article 5.1(1) and any of the preconditions referred to in Article 5.1(2).

5.3 Form of Instrument of Transfer. The instrument of transfer in respect of any share of the Company will be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the Company or the transfer agent for the class or series of shares to be transferred.

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

5.5 Signing of Instrument of Transfer. If a shareholder, or his 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 but share certificates are deposited with the instrument of transfer, all the shares represented by such share certificates:

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

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

5.6 Enquiry as to Title Not Required. Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.7 Transfer Fee. There will be paid as a fee to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death. In the 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 directors may require the original grant of probate or letters of administration or a court certified copy of them or the original or a court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of the death under which title to the shares or securities is claimed to vest.

6.2 Rights of Legal Personal Representative. The legal personal representative of a shareholder has the 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, if appropriate evidence of appointment or incumbency within the meaning of Section 87 of the Securities Transfer Act has been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

7. ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares. Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series of shares, and the Business Corporations Act, the Company may, if authorized by the directors, purchase, redeem or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

7.2 No Purchase, Redemption or Other Acquisition When Insolvent. The Company will not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

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

7.3 Redemption of Shares. If the Company proposes to redeem some but not all of the shares of any class, the directors may, subject to any special rights or restrictions attached to such class of shares, determine the manner in which the shares to be redeemed will be selected.

7.4 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares. If the Company retains a share which it has redeemed, purchased or otherwise acquired, 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) will not pay a dividend in respect of the share; and

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

8. BORROWING POWERS

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

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure. Subject to Article 9.2 and the Business Corporations Act, the Company may:

(a) by directors' resolution or by ordinary resolution, in each case as determined by the directors:

(i) 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;

(ii) 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;

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

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

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

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

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

(vi) alter the identifying name of any of its shares; and

(b) by ordinary resolution otherwise alter its shares or authorized share structure; and, if applicable, alter its Notice of Articles and, if applicable, alter its Articles, accordingly.

9.2 Special Rights or Restrictions. Subject to the Business Corporations Act, the Company may:

(a) by directors' resolution or by ordinary resolution, in each case as determined by the directors:

(i) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, if none of those shares have been issued; or

(ii) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, if none of those shares have been issued; and

(b) by special resolution of the shareholders of the class or series affected, do any of the acts in section (1) above, if any of the shares of the class or series of shares have been issued;

and alter its Notice of Articles and Articles accordingly.

9.3 Change of Name. The Company may by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize an alteration to its Notice of Articles in order to change its name and may, by directors' resolution or ordinary resolution, in each case as determined by the directors, adopt or change any translation of that name.

9.4 Other Alterations. The Company, save as otherwise provided by these Articles and subject to the Business Corporations Act, may:

(a) by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize alterations to the Articles that are procedural or administrative in nature or are matters that pursuant to these Articles are solely within the directors' powers, control or authority; and

(b) if the Business Corporations Act does not specify the type of resolution and these Articles do not specify another type of resolution, by ordinary resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

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

10.2 Resolution Instead of Annual General Meeting. If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution 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 will, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders. The directors may, at any time, call a meeting of shareholders to be held at such time and place as may be determined by the directors.

10.4 Location of Meetings of Shareholders. A meeting of the Company may be held:

(a) in the Province of British Columbia; or

(b) at another location outside British Columbia if that location is:

(i) approved by resolution of the directors before the meeting is held; or

(ii) approved in writing by the Registrar of Companies before the meeting is held.

10.5 Notice for Meetings of Shareholders. Subject to Article 10.2, the Company will 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 directors' resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

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

(b) otherwise, 10 days.

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

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

(b) otherwise, 10 days.

10.7 Record Date for Notice. The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date will not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Business

Corporations Act, by more than four months. The record date will not precede the date on which the meeting is held by fewer than:

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

(b) otherwise, 10 days.

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

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

10.9 Failure to Give Notice and Waiver of Notice. The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or 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.

10.10 Notice of Special Business at Meetings of Shareholders. If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting or a circular prepared in connection with the meeting will:

(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.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

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

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

(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; and

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

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

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

11.4 One Shareholder May Constitute Quorum. 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.

11.5 Persons Entitled to Attend Meeting. 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, the secretary, the assistant secretary, 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 chairman of the meeting and any persons entitled or required under the Business Corporations 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.

11.6 Requirement of Quorum. No business, other than the election of a chairman of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders

unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

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

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

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

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

11.9 Chairman. The following individual is entitled to preside as chairman at a meeting of shareholders:

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

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

11.10 Selection of Alternate Chairman. If, at any meeting of shareholders, there is no chairman of the board or president present within 15 minutes after the time set for holding the meeting, or if the chairman of the board and the president are unwilling to act as chairman of the meeting, or if the chairman 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 will choose a director, officer or corporate counsel to be chairman of the meeting or if none of the aforesaid persons are present or if they decline to act as chairman, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

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

11.12 Notice of Adjourned Meeting. It is not necessary to give any notice of an adjourned meeting 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 will be given as in the case of the original meeting.

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

11.14 Declaration of Result. The chairman of a meeting of shareholders will 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 will be entered in the minutes of the meeting. A declaration of the chairman that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chairman or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded. No motion proposed at a meeting of shareholders need be seconded unless the chairman of the meeting rules otherwise, and the chairman of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote. In the case of an equality of votes, the chairman 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 chairman may be entitled as a shareholder.

11.17 Manner of Taking Poll. Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

(a) the poll will be taken:

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

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

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

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

11.18 Demand for Poll on Adjournment. A poll demanded at a meeting of shareholders on a question of adjournment will be taken immediately at the meeting.

11.19 Chairman Will Resolve Dispute. In the case of any dispute as to the admission or rejection of a vote given on a poll, the chairman of the meeting will determine the dispute, and his determination made in good faith is final and conclusive.

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

11.21 No Demand for Poll on Election of Chairman. No poll may be demanded in respect of the vote by which a chairman of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting. The demand for a poll at a meeting of shareholders does not, unless the chairman of the meeting so rules, prevent the continuation of the meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies. The Company will, 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.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares. Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

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

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

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

12.3 Votes by Joint Shareholders. 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.

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

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

(a) for that purpose, the instrument appointing a representative will 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 chairman of the meeting or adjourned meeting or by a person designated by the chairman of the meeting or adjourned meeting;

(b) if a representative is appointed under this Article 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. Notwithstanding the foregoing, a corporation that is a shareholder may appoint a proxy holder.

12.6 When Proxy Holder Need Not Be Shareholder. A person will not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting;

(c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or

(d) the Company is a public company or is a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of these Articles or to which the Statutory Reporting Company Provisions apply.

12.7 When Proxy Provisions Do Not Apply to the Company. If and for so long as the Company is a public company or is a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of these Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.8 to 12.16 apply only insofar as they are not inconsistent with any Canadian securities legislation applicable to the Company, any U.S. securities legislation applicable to the Company or any rules of an exchange on which securities of the Company are listed.

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

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

12.10 Deposit of Proxy. A proxy for a meeting of shareholders will:

(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 chairman of the meeting or adjourned meeting or by a person designated by the chairman 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.

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

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

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

12.12 Form of Proxy. A proxy, whether for a specified meeting or otherwise, will be either in the following form or in any other form approved by the directors or the chairman of the meeting:

[name of company]
(the "Company")

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

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

Signed [month, day, year]

_____
[Signature of shareholder]

_____
[Name of shareholder—printed]

12.13 Revocation of Proxy. Subject to Article 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 chairman of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.14 Revocation of Proxy Will be Signed. An instrument referred to in Article 12.13 will be signed as follows:

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

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

12.15 Chairman May Determine Validity of Proxy. The chairman of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Part 12 as to form, execution, accompanying documentation, time of filing or otherwise, will be valid for use at such meeting and any such determination made in good faith will be final, conclusive and binding upon such meeting.

12.16 Production of Evidence of Authority to Vote. The chairman of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

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

(a) subject to Article 13.1(2) and (3) below, 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 ordinary resolution (whether or not previous notice of the resolution was given); and

(ii) the number of directors set under Article 14.4; or

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

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

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

13.2 Change in Number of Directors. If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

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

(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 contemporaneously with the setting of that number, then the directors, subject to Article 14.8, may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

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

13.4 Qualifications of Directors. A director is not required to hold a share of the Company as qualification for his office but will be qualified as required by the Business Corporations Act to become, act or continue to act as a director.

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

13.6 Reimbursement of Expenses of Directors. The Company will reimburse each director for the reasonable expenses that he may incur in and about the business of the Company.

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

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

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting. At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(a) the shareholders entitled to vote at the annual general meeting for the election of directors will 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 section (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director. No election, appointment or designation of an individual as a director is valid unless:

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

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

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

14.3 Failure to Elect or Appoint Director. If:

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

(b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors; then each director then in office continues to hold office until the earlier of:

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

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

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

14.5 Directors May Fill Casual Vacancies. Any casual vacancy occurring in the board of directors may be filled by the directors.

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

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

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

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

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

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

14.9 Ceasing to be a Director. A director ceases to be a director when:

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

(b) the director dies;

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

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

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

14.11 Removal of Director by Directors. The directors may remove any director before the expiration of his 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.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director. Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his alternate to act in his 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 appointor within a reasonable time after the notice of appointment is received by the Company.

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

15.3 Alternate for More Than One Director Attending Meetings. A person may be appointed as an alternate director by more than one director, and an alternate director:

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

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

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

15.5 Alternate Director Not an Agent. Every alternate director is deemed not to be the agent of his appointor.

15.6 Revocation of Appointment of Alternate Director. An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him.

15.7 Ceasing to be an Alternate Director. The appointment of an alternate director ceases when:

(a) his 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) his appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director. The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he

were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

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

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

17. INTERESTS OF DIRECTORS AND OFFICERS

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

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

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

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

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

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

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

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

18. PROCEEDINGS OF DIRECTORS

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

18.2 Voting at Meetings. Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chairman of the meeting does not have a second or casting vote.

18.3 Chairman of Meetings. The following individual is entitled to preside as chairman at a meeting of directors:

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

(b) in the absence of the chairman of the board or if designated by the chairman, the president, if a director; or

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

(i) neither the chairman of the board nor the president is present at the meeting within 15 minutes after the time set for holding the meeting;

(ii) neither the chairman of the board nor the president is willing to chair the meeting; or

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

18.4 Meetings by Telephone or Other Communications Medium. A director may participate in a meeting of the directors or of any committee of the directors:

(a) in person;

(b) by telephone; or

(c) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the Business Corporations Act and these Articles to be present at the meeting and to have agreed to participate in that manner.

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

18.6 Notice of Meetings. Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1 or as provided in Article 18.7, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting will be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required. It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

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

(b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice. The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings. Any director or alternate director may send to the Company a document signed by him 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 or, unless the director otherwise requires by notice in writing to the Company, to his alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director. Attendance of a director or alternate director at a meeting of 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.

18.10 Quorum. The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of 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.

18.11 Validity of Acts Where Appointment Defective. Subject to the Business Corporations Act, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing. A resolution of the directors or of any committee of the directors 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 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 Article 18.12 may be by any written instrument, fax, email or any other method of transmitting legibly recorded messages in which the consent of the director is evidenced. 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 Article 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 the directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Business Corporations Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee. The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and, during the intervals between meetings of the board of directors, all of the directors' powers are delegated to the executive committee, except:

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

(b) the power to remove a director;

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

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

19.2 Appointment and Powers of Other Committees. The directors may, by resolution:

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

(b) delegate to a committee appointed under section (1) 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 section (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees. Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, will:

(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 and in such manner and form as the directors may require.

19.4 Powers of Board. The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

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

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

(c) fill vacancies in the committee.

19.5 Committee Meetings. Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

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

(b) the committee may elect a chairman of its meetings but, if no chairman of a meeting is elected, or if at a meeting the chairman 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 the case of an equality of votes, the chairman of the meeting does not have a second or casting vote.

20. OFFICERS

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

20.2 Functions, Duties and Powers of Officers. The directors may, for each officer:

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

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

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

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

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

21. INDEMNIFICATION

21.1 Definitions. In this Article 21:

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

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

(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; and

(c) "**expenses**" has the meaning ascribed thereto in the Business Corporations Act.

21.2 Mandatory Indemnification of Eligible Parties. The directors will cause the Company to indemnify its directors and officers, former directors and officers and alternate directors, and their respective heirs and personal or other legal representatives to the greatest extent permitted by the Business Corporations Act. Without limiting the generality of the foregoing and subject to the Business Corporations Act, the Company will indemnify a director, former director or alternate director of the Company and his heirs and legal or personal representatives against all eligible penalties to which such person is or may be liable, and

the Company will, as and when payable, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Permitted Indemnification. Subject to any restrictions in the Business Corporations Act and these Articles, the Company may indemnify any person.

21.4 Non-Compliance with Business Corporations Act. The failure of a director, alternate director or officer of the Company to comply with the Business Corporations Act or these Articles or, if applicable, any former Companies Act or former Articles, does not invalidate any indemnity to which he is entitled under this Part 21.

21.5 Company May Purchase Insurance. The Company may purchase and maintain insurance for the benefit of any person (or his heirs or legal personal representatives) who:

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

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

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

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

against any liability incurred by him as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

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

22.2 Declaration of Dividends. Subject to the Business Corporations Act, the directors may from time to time declare and authorize payment of such dividends as they may deem appropriate.

22.3 No Notice Required. The directors need not give notice to any shareholder of any declaration under Article 22.2.

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

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

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

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

(b) determine that 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.

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

22.8 Dividends to be Paid in Accordance with Number of Shares. All dividends on shares of any class or series of shares will be declared and paid according to the number of such shares held.

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

22.10 Dividend Bears No Interest. No dividend bears interest against the Company.

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

22.12 Payment of Dividends. Any dividend or other distribution payable in 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.

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

23. ACCOUNTING RECORDS AND AUDITOR

23.1 Recording of Financial Affairs. The directors will cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the Business Corporations Act.

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

23.3 Remuneration of Auditors. The directors may set the remuneration of the auditor of the Company. If the directors so decide, the remuneration of the auditor will be determined by the shareholders.

24. NOTICES

24.1 Method of Giving Notice. Unless the Business Corporations Act or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the Business Corporations Act or these Articles to be sent by or to a person may be sent by any one of the following methods:

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

(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; or

(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; or

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

(c) unless the intended recipient is the auditor of the Company, 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) unless the intended recipient is the auditor of the Company, 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; or

(e) physical delivery to the intended recipient.

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

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

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

(c) emailed to a person to the email address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was emailed on the date it was emailed.

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

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

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

(a) mailing the record, addressed to them:

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

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

25. SEAL

25.1 Who May Attest Seal. Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, will 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 has only one director, that director; or

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

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

25.3 Mechanical Reproduction of Seal. The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the Business Corporations Act or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Article 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.

26. PROHIBITIONS

26.1 Definitions. In this Article 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 paragraph (a) or (b);

(b) "**security**" has the meaning ascribed thereto 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.

26.2 Application. Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities. No share or designated security may be sold, transferred or otherwise disposed of without the consent

of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.