

**COPELAND BIOSCIENCES CORP.**

**and**

**FIELDDEX EXPLORATION INC.**

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**BUSINESS COMBINATION AGREEMENT**

**May 24, 2019**

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<b>SCHEDULE "A" AMALGAMATION AGREEMENT</b>		

**BUSINESS COMBINATION AGREEMENT**

**THIS AGREEMENT** is made as of May 24, 2019,

**BETWEEN:**

**COPELAND BIOSCIENCES CORP.,**

a corporation incorporated under the laws of the Province of British Columbia  
("Copeland")

- and -

**FIELDDEX EXPLORATION INC.,**

a corporation existing under the federal laws of Canada  
("Fieldex")

(each a "**Party**" and collectively, the "**Parties**")

**WHEREAS** pursuant to a letter of intent between the Parties dated March 18, 2019 as amended on May 3, 2019 (the "**Letter of Intent**"), Copeland and Fieldex propose to combine the business and assets of Copeland with those of Fieldex and upon completion of such business combination, Fieldex will, through Amalco (as defined below), carry on the business presently carried on by Copeland with the name "Copeland Biosciences Corp." or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of Copeland;

**AND WHEREAS** the Parties intend to carry out the proposed business combination by way of a statutory amalgamation under the provisions of the BCBCA (as defined below) and related transaction steps;

**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 are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

**ARTICLE 1  
INTERPRETATION**

**1.1 Definitions**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, respectively:

"**Affiliate**" has the meaning ascribed thereto in the BCBCA;

"**Agency Agreement**" means an agency agreement to be entered into between the Agent, Copeland and Fieldex with respect to the Financing;

"**Agent**" means Eight Capital;

"**Agent Compensation Warrants**" means the compensation warrants issued to the Agent pursuant to the Financing and entitling the Agent to purchase for a period of 24 months, following the date on which the Fieldex Post-Consolidation Shares are listed and posted for trading on the CSE, Fieldex Post-Consolidation Shares and Fieldex Warrants equal to 7% of the Copeland Shares and Copeland Warrants underlying the Subscription Receipts issued pursuant to the Financing, at the Financing Price;

“**Agreement**”, “**this Agreement**”, “**herein**”, “**hereto**”, and “**hereof**” and similar expressions refer to this business combination agreement, including the schedules attached hereto, as the same may be amended or supplemented from time to time;

“**Amalco**” means the amalgamated corporation resulting and continuing from the Amalgamation;

“**Amalco Shares**” means the common shares in the share capital of Amalco;

“**Amalgamation**” means the amalgamation of Copeland and Subco by way of a “three-cornered amalgamation” with Fieldex under the provisions of Section 270 of the BCBCA and pursuant to the terms of the Documents;

“**Amalgamation Agreement**” means the agreement among Copeland, Fieldex and Subco in respect of the Amalgamation, to be substantially in the form attached as Schedule “A” to this Agreement;

“**Amalgamation Application**” means the amalgamation application to be filed with the Registrar, as contemplated by the BCBCA, in substantially the form set out in Exhibit “A” to the Amalgamation Agreement;

“**BCBCA**” means the *Business Corporations Act* (British Columbia) as the same has been and may hereafter from time to time be amended;

“**Business Combination**” means the series of transactions, as detailed in this Agreement, through which the businesses of Copeland and Fieldex will be combined, including the Financing, the Fieldex Share Consolidation, the Fieldex Name Change, the Amalgamation, the Delisting, and the Fieldex Director Appointments;

“**Business Day**” means any day, excluding Saturday or Sunday, on which banking institutions are open for business in Vancouver, British Columbia and Montreal, Québec;

“**BCA**” means the *Canada Business Corporation Act* or its successor legislation and the regulation thereunder;

“**Certificate of Amalgamation**” means the certificate in respect of the Amalgamation issued by the Registrar pursuant to the BCBCA, giving effect to the Amalgamation;

“**Completion Deadline**” means July 22, 2019 or such later date as may be mutually agreed between the Parties in writing;

“**Copeland**” means Copeland Biosciences Corp.;

“**Copeland Financial Information**” has the meaning ascribed thereto in section 3.1(k) hereof;

“**Copeland Meeting**” means a special meeting of the Copeland Shareholders to be held in order to seek shareholder approval for the Amalgamation;

“**Copeland Options**” means the stock options of Copeland entitling the holders to purchase Copeland Shares;

“**Copeland Shareholder**” means a registered holder of Copeland Shares, from time to time, and “**Copeland Shareholders**” means all such holders;

“**Copeland Shares**” means the issued and outstanding common shares in the capital of Copeland;

“**Copeland Valuation**” has the meaning ascribed thereto in section 2.1(l) hereof;

“**Copeland Warrants**” means warrants of Copeland entitling the holders to purchase Copeland Shares;

“**CSE**” means Canadian Securities Exchange;

“**CSE Escrow Agreement**” means the escrow agreement to be entered into among Fieldex’s registrar and transfer agent, Fieldex and certain securityholders of Fieldex in compliance with the requirements of the CSE, with the securities subject to such agreement to be released as determined by the CSE;

“**Debt Instrument**” has the meaning ascribed thereto in section 3.1(bb) hereof;

“**Delisting**” means, subject to the completion of the Amalgamation, the delisting of the Fieldex Shares from the TSX Venture Exchange;

“**Depository**” means such Person as Fieldex may appoint to act as depository in relation to the Business Combination, with the approval of Copeland, acting reasonably;

“**Dissenting Copeland Shares**” means the Copeland Shares held by Dissenting Shareholders;

“**Dissenting Shareholder**” means a registered holder of Copeland Shares who, in connection with the special resolution of the Copeland Shareholders approving the Amalgamation, has exercised the right to dissent pursuant to Section 238 of the BCBCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Copeland Shares and who has not withdrawn the notice of the exercise of such right as permitted by Section 245 of the BCBCA;

“**Documents**” means, collectively, this Agreement and the Amalgamation Agreement;

“**DRS Advice**” means a statement evidencing a shareholding position under the Direct Registration System;

“**Effective Date**” means the date shown on the Certificate of Amalgamation giving effect to the Amalgamation;

“**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date or such other time on the Effective Date as may be agreed by Copeland and Fieldex;

“**Environmental Laws**” has the meaning ascribed thereto in section 3.1(w) hereof;

“**Exchange Ratio**” has the meaning ascribed thereto in section 2.1(f) hereof;

“**fair value**” where used in relation to a Copeland Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 245 of the BCBCA or as agreed between Copeland and the Dissenting Shareholder;

“**Fieldex**” means Fieldex Exploration Inc.;

“**Fieldex Convertible Securities**” means, collectively, the Fieldex Options and Fieldex Warrants;

“**Fieldex Director Appointments**” means, subject to the completion of the Amalgamation, the reconstitution of the board of directors of Fieldex to consist of four (4) directors, as more particularly set out in section 2.3;

“**Fieldex Financial Statements**” has the meaning ascribed thereto in section 3.2(m) hereof;

“**Fieldex Name Change**” means, subject to the completion of the Amalgamation, a change in the name of Fieldex to “Copeland Biosciences Corp.” or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of Fieldex and by Copeland;

“**Fieldex Options**” means the stock options of Fieldex entitling the holders to purchase Fieldex Shares;

“**Fieldex Post-Consolidation Shares**” means the issued and outstanding common shares in the capital of Fieldex, as constituted following the Fieldex Share Consolidation;

“**Fieldex Share Consolidation**” means, conditional on and effective upon the closing of the Business Combination and subject to any adjustments in accordance with section 2.1(l) hereof, a consolidation of the issued and outstanding Fieldex Shares on the basis of one (1) Fieldex Post-Consolidation Share for each 6.715 Fieldex Shares issued and outstanding or such other ratio as the Parties shall mutually agree upon in writing;

“**Fieldex Share Consolidation Ratio**” has the meaning ascribed thereto in section 2.1(c) hereof;

“**Fieldex Shareholder**” means a registered holder of Fieldex Shares or Fieldex Post-Consolidation Shares, as the case may be, from time to time;

“**Fieldex Shares**” means the issued and outstanding common shares in the capital of Fieldex, as constituted prior to the Fieldex Share Consolidation;

“**Fieldex Valuation**” has the meaning ascribed thereto in section 2.1(l) hereof;

“**Fieldex Warrants**” means warrants of Fieldex entitling the holders to purchase Fieldex Shares;

“**Financing**” means a brokered private placement by Copeland of Subscription Receipts, at the Financing Price pursuant to the terms of the Agency Agreement, for gross proceeds of a minimum of \$2,000,000 and up to a maximum of \$6,000,000 (subject to the Agent’s option to increase the size of the Financing by up to an additional 15% at any time up to 48 hours prior to the closing of the Financing), to be closed in one or more tranches prior to completion of the Business Combination;

“**Financing Price**” means the price at which the Subscription Receipts will be sold pursuant to the Financing, being \$0.30 per Subscription Receipt;

“**Finder**” means, collectively, 2674049 Ontario Inc. and Ansacha Capital Inc.;

“**Finder’s Fee Shares**” means the Fieldex Post-Consolidation Shares to be issued to the Finder on closing of the Business Combination, equal to 8% of the Fieldex Post-Consolidation Shares issued to Copeland Shareholders;

“**Governing Documents**” means, in respect of each Party, as applicable, its certificate, its articles of incorporation, as amended, and its by-laws, as amended;

“**Government Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the CSE;

“**IFRS**” means International Financial Reporting Standards applicable as at the relevant date;

“**Indemnified Persons**” has the meaning ascribed thereto in section 5.6(c) hereof;

“**in writing**” means written information including documents, files, software, records and books made available, delivered or produced to one Party by or on behalf of the other Party;

“**Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or licence of any Government Authority, statutory body or self-regulatory authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Government Authority

(or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

**“Letter of Transmittal”** means a letter of transmittal to be sent to holders of Copeland Shares for use in connection with the Business Combination and in order to receive the Fieldex Post-Consolidation Shares to which they are entitled after giving effect to the Amalgamation;

**“Listing Statement”** means a listing statement of Fieldex to be prepared by Copeland, with the assistance of Fieldex, in respect of the proposed listing of the Fieldex Post-Consolidation Shares in accordance with Policy 2 of the CSE;

**“Material Adverse Change”** means any change in the financial condition, operations, assets, liabilities, or business of a Party and its Subsidiaries, considered as a whole, which is materially adverse to the business of such Party and its Subsidiaries, considered as a whole, other than a change: (a) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing by such Party to the other Party prior to the date of this Agreement; (b) resulting from conditions affecting the medical marijuana industry as a whole; or (c) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

**“Material Adverse Effect”** means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of a Party and its Subsidiaries, considered as a whole, provided, however, that a Material Adverse Effect shall not include an adverse effect resulting from a change: (a) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing by such Party to the other Party prior to the date of this Agreement; (b) resulting from conditions affecting the medical marijuana industry as a whole; or (c) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

**“material fact”** has the meaning ascribed thereto in the *Securities Act* (Ontario) as the same has been and may hereafter from time to time be modified;

**“New Financing Price”** has the meaning ascribed thereto in section 2.1(m) hereof;

**“Party”** means each of Fieldex and Copeland individually, and collectively, the **“Parties”**;

**“Person”** includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Government Authority, syndicate or other entity, whether or not having legal status;

**“Registrar”** means the Registrar of Companies or a Deputy Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;

**“Regulatory Approval”** means any approval, consent, waiver, permit, order or exemption from any Government Authority having jurisdiction or authority over any Party or the Subsidiary of any Party which is required or advisable to be obtained in order to permit the Business Combination to be effected and **“Regulatory Approvals”** means all such approvals, consents, waivers, permits, orders or exemptions;

**“Reporting Jurisdictions”** has the meaning ascribed thereto in section 3.2(f) hereof;

**“Resulting Issuer Compensation Warrants”** means warrants to purchase Fieldex Post-Consolidation Shares to be issued to the holders of Agent Compensation Warrants in replacement of the Agent Compensation Warrants on a one-for-one basis;

“**Resulting Issuer Warrants**” means warrants to purchase Fieldex Post-Consolidation Shares;

“**Securities Authorities**” means the applicable securities commissions or similar securities regulatory authorities in each of the Reporting Jurisdictions, and the CSE;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval available at [www.sedar.com](http://www.sedar.com);

“**Subco**” means 1209908 B.C. Ltd., a corporation incorporated under the laws of the Province of British Columbia as a wholly-owned Subsidiary of Fieldex for the sole purpose of effecting the Amalgamation;

“**Subco Shares**” means the common shares in the capital of Subco;

“**Subscription Receipts**” means the Subscription Receipts issued by Copeland pursuant to the Financing, each Subscription Receipt automatically converting into one Copeland Share and one-half of one Copeland Warrant, on satisfaction of the conditions set forth in the agreement governing the Subscription Receipts;

“**Subsidiary**” has the meaning ascribed thereto in the BCBCA; and

“**Taxes**” has the meaning ascribed thereto in section 3.1(r) hereof.

## **1.2 Singular, Plural, etc.**

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

## **1.3 Deemed Currency**

In the absence of a specific designation of any currency any undescribed dollar amount herein shall be deemed to refer to Canadian dollars.

## **1.4 Headings, etc.**

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement in which such reference is made.

## **1.5 Date for any Action**

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

## **1.6 Governing Law**

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of British Columbia and the Laws of Canada applicable therein.

## **1.7 Attornment**

The Parties hereby irrevocably and unconditionally consent to and attorn to the courts of the Province of British Columbia for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to

the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

## **ARTICLE 2 THE BUSINESS COMBINATION**

### **2.1 Business Combination Steps**

Copeland and Fieldex agree to effect the combination of their respective businesses and assets by way of the Business Combination. Each Party hereby agrees that as soon as reasonably practicable after the date hereof or at such other time as is specifically indicated below in this section 2.1, and subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it:

- (a) Copeland shall:
  - (i) duly convene the Copeland Meeting at which the Copeland Shareholders will be asked to approve the Amalgamation (or in the alternative, obtain approval for the Amalgamation by consent resolution of the Copeland Shareholders); and
  - (ii) use all commercially reasonable efforts to obtain the approval of the Copeland Shareholders for the Amalgamation;
- (b) Fieldex shall:
  - (i) duly convene a special meeting of the Fieldex Shareholders, at which the Fieldex Shareholders will be asked to approve the Fieldex Share Consolidation, the Fieldex Name Change, the Fieldex Director Appointments, and the Delisting;
  - (ii) prior to the Effective Date, seek approval of the Fieldex Shareholders for the Amalgamation by consent if required pursuant to the policies of the CSE; and
  - (iii) use all commercially reasonable efforts to obtain the approval of the Fieldex Shareholders for the Amalgamation;
- (c) Fieldex shall effect the Fieldex Share Consolidation by filing Articles of Amendment under the CBCA and, subject to any adjustments in accordance with section 2.1(1) hereof, holders of Fieldex Shares shall receive one (1) Fieldex Post-Consolidation Share for each 6.715 Fieldex Shares held (the “**Fieldex Share Consolidation Ratio**”);
- (d) Fieldex shall use all commercially reasonable efforts to obtain written acknowledgments from the holders of Fieldex Options, agreeing and acknowledging that all unexercised Fieldex Options held will be terminated without any payment of consideration thereof immediately prior to the filing of the Amalgamation Application to effect the Amalgamation;
- (e) Copeland and Subco shall amalgamate by way of statutory amalgamation under Section 270 of the BCBCA on the terms and subject to the conditions contained in the Documents, and Copeland and Fieldex further agree that the Effective Date shall occur within five (5) Business Days following the satisfaction or waiver of the conditions herein contained in favour of each Party or such other date as may be mutually agreed upon;

- (f) the Parties shall cause the Amalgamation Application to be filed to effect the Amalgamation, pursuant to which:
- (i) Copeland and Subco will amalgamate under the provisions of the BCBCA and continue as one amalgamated corporation, being Amalco;
  - (ii) subject to section 2.1(g) and to any adjustments in accordance with section 2.1(l) hereof, holders of outstanding Copeland Shares (including Copeland Shares issuable on conversion of the Subscription Receipts) shall receive one (1) Fieldex Post-Consolidation Share for each one (1) Copeland Share held (the “**Exchange Ratio**”);
  - (iii) Fieldex Warrants shall be adjusted to reflect the Fieldex Share Consolidation, such that following completion of the Amalgamation, holders of Fieldex Warrants shall be entitled to exercise Fieldex Warrants held for the appropriate number of Fieldex Post-Consolidation Shares;
  - (iv) each outstanding Subco Share will be exchanged for Amalco Shares on the basis of one (1) Amalco Share for each one (1) Subco share;
  - (v) Resulting Issuer Warrants shall be issued to the holders of Copeland Warrants in exchange and replacement for, and on an equivalent basis with, such Copeland Warrants;
  - (vi) Resulting Issuer Compensation Warrants shall be issued to the holders of Agent Compensation Warrants, in exchange and replacement for, and on an equivalent basis, such Agent Compensation Warrants;
  - (vii) as consideration for the issuance of the Fieldex Post-Consolidation Shares to the holders of Copeland Shares to effect the Amalgamation, Amalco will issue to Fieldex one (1) fully paid Amalco Share for each one (1) Fieldex Post-Consolidation Share so issued;
  - (viii) all of the property and assets of each of Copeland and Subco will be the property and assets of Amalco and Amalco will be liable for all of the liabilities and obligations of each of Copeland and Subco; and
  - (ix) Amalco will be a wholly-owned Subsidiary of Fieldex;
- (g) in accordance with section 8.5, Copeland Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by section 2.1(f)(ii). However, if a Dissenting Shareholder fails to perfect or effectively withdraws 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 Copeland Shareholder are otherwise reinstated, such Dissenting Shareholder’s Dissenting Copeland Shares shall thereupon be deemed to have been converted as of the Effective Date as prescribed by section 2.1(f)(ii);
- (h) immediately following the filing of the Amalgamation Application to effect the Amalgamation, Fieldex will: (i) reconstitute its board of directors to give effect to the Fieldex Director Appointments, and (ii) file a notice of alteration to give effect to the Fieldex Name Change;
- (i) as soon as practicable after the Effective Date, in accordance with normal commercial practice and section 2.2(f), Fieldex shall issue or cause to be issued certificates, DRS Advices or electronic positions within CDS representing the appropriate number of the Fieldex Post-Consolidation Shares to the former Copeland Shareholders. No fractional Fieldex Post-Consolidation Shares will be delivered to any Copeland Shareholder otherwise entitled thereto

and instead the number of Fieldex Post-Consolidation Shares to be issued to each former Copeland Shareholder will be rounded down to the nearest whole number;

- (j) the Parties acknowledge that the CSE may require some of the Fieldex Post-Consolidation Shares and other securities issued pursuant to the Business Combination to be held in escrow and Copeland and Fieldex, as applicable, agree to comply and use its reasonable efforts to cause its shareholders to comply with all such escrow requirements of the CSE including the execution and delivery of the CSE Escrow Agreement;
- (k) the Parties shall cause the Finder's Fee Shares to be issued upon closing of the Business Combination;
- (l) the Parties agree and acknowledge that the Exchange Ratio is (i) based on Fieldex having a deemed valuation of \$900,000, based on Fieldex Shares presently outstanding and exclusive of the Fieldex Finder's Fee Shares (the "**Fieldex Valuation**"), and (ii) based on Copeland having a pre-Financing valuation of \$29,655,000.00, being the valuation ascribed to the Copeland Shares presently outstanding multiplied by the Financing Price (the "**Copeland Valuation**");
- (m) the Parties shall, mutually and in good faith, adjust the Exchange Ratio and/or the Fieldex Share Consolidation Ratio to the extent that either of the following deemed changes in the Fieldex Valuation or the Copeland Valuation occurs:
  - (i) if Fieldex's working capital deficiency exceeds \$200,000 at the closing of the Business Combination, the Fieldex Valuation shall be reduced by the amount by which Fieldex's working capital deficiency exceeds \$200,000; and
  - (ii) if the Financing Price is greater or less than \$0.30 (such price, the "**New Financing Price**"), the Copeland Valuation shall be deemed to be the New Financing Price multiplied by the number of Copeland Shares outstanding prior to the Financing; and
- (n) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that is necessary or useful to give effect to the Business Combination.

## 2.2 Implementation Covenants

- (a) **Listing Statement.** Copeland shall use commercially reasonable efforts to prepare the Listing Statement, together with any other documents required by applicable Laws in connection with the proposed listing of the Fieldex Post-Consolidation Shares, and Fieldex shall use commercially reasonable efforts to assist Copeland in preparing the Listing Statement. Copeland and Fieldex shall jointly file the final Listing Statement required by applicable Laws as soon as reasonably practicable and shall use all commercially reasonable efforts to file the final Listing Statement no later than seven (7) Business Days prior to the Completion Deadline.
- (b) **Preparation of Copeland Meeting Documentation.** Copeland shall duly prepare documentation required in connection with the Copeland Meeting, and deliver such documentation to Copeland Shareholders in accordance with the provisions of applicable Laws.
- (c) **Listing.** Fieldex shall use all commercially reasonable efforts to have all of the Fieldex Post-Consolidation Shares, including those issuable upon exercise of the Fieldex Convertible Securities, accepted for listing by the CSE.
- (d) **Preparation of Filings.** Copeland and Fieldex shall cooperate in the preparation of any documents and taking of all actions reasonably deemed by Copeland or Fieldex to be necessary

to discharge their respective obligations under applicable Laws in connection with the Business Combination and all other matters contemplated in the Documents, and in connection therewith:

- (i) each of Copeland and Fieldex shall furnish to the other all such information concerning it and its shareholders as may be required to effect the actions described in this Article 2, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Business Combination will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished or to be used;
  - (ii) Copeland and Fieldex shall each promptly notify the other if at any time before the Effective Date it becomes aware that the Listing Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Listing Statement. In any such event, Copeland and Fieldex shall cooperate in the preparation of a supplement or amendment to the Listing Statement, as required and as the case may be, and, if required, shall cause the same to be filed with the applicable Securities Authorities; and
  - (iii) each of Copeland and Fieldex shall ensure that the Listing Statement complies with all applicable Laws and, without limiting the generality of the foregoing, that the Listing Statement does not contain any untrue statement of a material fact or omit to state a material fact with respect to itself required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.
- (e) **Amalgamation Agreement, etc.** The Parties hereby acknowledge that the Amalgamation Agreement shall be substantially in the form attached as Schedule “A” to this Agreement. Fieldex shall cause Subco, subject to the terms and conditions of this Agreement and subject to and following the satisfaction or waiver of the conditions herein contained in favour of each Party, to deliver to Copeland the duly executed Amalgamation Application and related documents which will be filed by Copeland with the Registrar.
- (f) **Fieldex Post-Consolidation Shares and Procedures.**
- (i) On the Effective Date: (i) the Copeland Shareholders (other than Dissenting Shareholders who are ultimately entitled to be paid fair value for their Dissenting Copeland Shares) shall be deemed to be the registered holders of the Fieldex Post-Consolidation Shares to which they are entitled hereunder; (ii) Fieldex shall deposit such Fieldex Post-Consolidation Shares with the Depositary and/or the electronic positions representing such Fieldex Post-Consolidation Shares with CDS, as applicable, to satisfy the consideration issuable to such Copeland Shareholders; and (iii) certificates formerly representing Copeland Shares which are held by such Copeland Shareholders shall cease to represent any claim upon or interest in Copeland other than the right of the registered holder to receive the number of Fieldex Post-Consolidation Shares to which it is entitled hereunder, all in accordance with the provisions of the Amalgamation Agreement.
  - (ii) As soon as reasonably practicable after the Effective Date, the Depositary will forward to, or hold for pick-up by, each former Copeland Shareholder that submitted a duly completed Letter of Transmittal or DRS Advices or other evidence of entitlement to the

Depository, together with the certificate (if any) representing the Copeland Shares held by such Copeland Shareholder or such other evidence of ownership of such Copeland Shares as is satisfactory to the Depository, acting reasonably, (i) the certificates or DRS Advices representing the Fieldex Post-Consolidation Shares to which such Copeland Shareholder is entitled, in accordance with its Letter of Transmittal, or (ii) confirmation of a non-certificated electronic position transfer in CDS representing the Fieldex Post-Consolidation Shares to which such Copeland Shareholder is entitled, in accordance with its Letter of Transmittal, all in accordance with the provisions of the Amalgamation Agreement.

- (iii) Fieldex, as the registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and Fieldex shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled hereunder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by Fieldex will be evidence of Fieldex's right to be registered as a shareholder of Amalco. Share certificates evidencing Subco Shares shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number of Amalco Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

### 2.3 Board of Directors and Senior Officers

Each of the Parties hereby agrees that upon completion of the Business Combination and after giving effect to the Fieldex Director Appointments, and subject to approval by the CSE, the board of directors and senior officers of Fieldex shall consist of two individuals chosen by Copeland in its sole and absolute discretion, to serve as Corporate Secretary and Chief Financial Officer, as well as the following:

Name	Title
Glenn Howard Copeland	Chairman, CEO, and Director
Paul Kelly	Director
Lawrence Pemble	Director
Marcy Lynn Herriman	COO and Director

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES

### 3.1 Representations and Warranties of Copeland

Copeland hereby represents and warrants to Fieldex, and acknowledges that Fieldex is relying upon such representations and warranties in connection with the entering into of this Agreement, as follows:

- (a) Copeland has been duly incorporated and is validly existing under the laws of the Province of British Columbia and is current and up-to-date with all filings required to be made by it in such jurisdiction;
- (b) Copeland has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;
- (c) the authorized capital of Copeland consists of an unlimited number of Copeland Shares, of which, at the date hereof, there are 98,850,000 Copeland Shares issued and outstanding;

- (d) Copeland is not a party to and has not granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Copeland Shares or securities convertible into or exchangeable for Copeland Shares, other than the Agent Compensation Warrants;
- (e) Copeland is not a reporting issuer nor an associate of any reporting issuer (as defined in the *Securities Act* (Ontario) or the *Securities Act* of any other province or territory of Canada) and the Copeland Shares do not trade on any exchange;
- (f) Copeland has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licences issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by Copeland, and to own its assets, and is in compliance in all material respects with such certificates, authorities, permits or licences. Copeland has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or licence which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Copeland;
- (g) Copeland is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever;
- (h) each of the Documents has been or at the Effective Time will be, duly authorized, executed and delivered by Copeland and constitutes a valid and binding obligation of Copeland enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Copeland, other than the approval of the Amalgamation by the Copeland Shareholders, is necessary to authorize this Agreement and the transactions contemplated hereby;
- (i) the entering into and the performance by Copeland of the Business Combination contemplated in the Documents: (a) do not require any consent, approval, authorization or order of any court or governmental agency, body or Governmental Authority, except that which may be required under applicable corporate and securities legislation and the policies of the CSE; (b) will not contravene any statute or regulation of any Governmental Authority which is binding on Copeland where such contravention would have a Material Adverse Effect; and (c) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Copeland or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Copeland is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;
- (j) there are no legal, regulatory, governmental or similar proceedings pending or, to the knowledge of Copeland, contemplated or threatened, to which Copeland is a party or to which the property of Copeland is subject;
- (k) as at April 30, 2019, the gross revenue of Copeland was not less than \$30,000; the total assets of Copeland was not less than \$1,200,000; and the total liabilities, including accounts payable, of Copeland did not exceed \$50,000 (all the foregoing financial information collectively the “**Copeland Financial Information**”);

- (l) there are no plans for retirement, bonus, stock purchase, profit sharing, 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 Copeland for the benefit of any current or former director, officer, employee or consultant of Copeland;
- (m) Copeland maintains insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses;
- (n) Copeland is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of Copeland;
- (o) Copeland is not a party to or bound or affected by any commitments, agreement or document containing any covenant which expressly limits the freedom of Copeland to compete in any line of business or with any person, or to transfer or move any of its assets or operations;
- (p) Copeland owns and possesses adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the best of Copeland's knowledge, after due inquiry, Copeland is not infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and no person has infringed any such trademark, patents, copyrights or trade secrets;
- (q) there are no material liabilities of Copeland, whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Copeland Financial Information except for those incurred in the ordinary course of business as of the date hereof;
- (r) all taxes (including income taxes, capital tax, payroll taxes, employer health taxes, workers' compensation payments, property taxes, sales, use, goods and services taxes, value-added taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by Copeland have been paid except where the failure to pay such Taxes would not result in a Material Adverse Effect for Copeland. All tax returns, declarations, remittances and filings required to be filed by Copeland have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Copeland, no examination of any tax return of Copeland is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by Copeland. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Copeland;
- (s) except for the Agent and the Finder, there is no person, firm or company acting or purporting to act at the request of Copeland who is or will be entitled to any brokerage or finder's fee in connection with the transactions contemplated herein;
- (t) Copeland has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation, and Copeland has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the licences, leases or other instruments conferring rights to Copeland for the conduct of its business;

- (u) to the knowledge of Copeland, after due inquiry, all activities of Copeland have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws, including, without limitation, Environmental Laws as defined below;
- (v) to the knowledge of Copeland, any and all material agreements pursuant to which Copeland holds any of its material assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, Copeland is not in default of any of the material provisions of any such agreements including, without limitation, failure to fulfil any payment or work obligation thereunder nor has any such default been alleged, Copeland is not aware of any material disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licences and concessions pursuant to which Copeland derives its interests in such material assets are in good standing and there has been no material default under any such leases, licences and concessions and all real or other property taxes required to be paid with respect to such assets to the date hereof have been paid;
- (w) to the knowledge of Copeland, after due inquiry, all the properties in which Copeland has any freehold, leasehold, licence or other interest are free and clear of any hazardous or toxic material, pollution, or other adverse environmental conditions which may give rise to any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursement or expenses (including, without limitation, attorneys' fees and costs, experts' fees and costs, and consultant's fees and costs) of any kind or of any nature whatsoever that are asserted against Copeland, alleging liability (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines) arising out of, based on or resulting from (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above properties and/or emanating or migrating and/or threatening to emanate or migrate from such properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all applicable Laws aimed at reclamation or restoration of such properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including without limitation, ambient air, surface water and groundwater; and all other applicable Laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (collectively, "**Environmental Laws**"); and to the knowledge of Copeland, after due inquiry, all environmental approvals required pursuant to Environmental Laws with respect to activities carried out on any part of the lands covered by such properties, have been obtained, are valid and in full force and effect and have been complied with; and there are no proceedings commenced or threatened to revoke or amend any such environmental approvals;
- (x) Copeland does not have any loan or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) and has not engaged in any transaction with any person not dealing at arm's length;
- (y) to the knowledge of Copeland, there are no outstanding labour disputes (whether filed or lodged with Copeland or any other person or organization), pending labour disruptions or pending unionization with respect to Copeland;

- (z) Copeland is not bound by or a party to any collective bargaining agreement;
- (aa) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Copeland is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of Copeland or the payment of dividends by Copeland to the holders of its securities;
- (bb) Copeland is not party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money (“**Debt Instrument**”) or any agreement contract or commitment to create, assume or issue any Debt Instrument;
- (cc) Copeland is not a party to any agreement, and Copeland is not aware of any agreement, which in any manner affects the voting control of any of the Copeland Shares or other securities of Copeland;
- (dd) no representation, warranty or statement of Copeland in the Documents contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading;
- (ee) the corporate records and minute books of Copeland contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since their respective dates of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed; and
- (ff) except as disclosed in writing to Fieldex, Copeland has not entered into any material contracts as of the date hereof.

### **3.2 Representations and Warranties of Fieldex**

Fieldex hereby represents and warrants to Copeland, and acknowledges that Copeland is relying upon these representations and warranties in connection with the entering into of this Agreement, as follows:

- (a) Fieldex has been duly incorporated and is validly existing under the federal laws of Canada and is current and up-to-date with all filings required to be made by it in such jurisdiction;
- (b) Fieldex has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;
- (c) the authorized capital of Fieldex consists of an unlimited number of Fieldex Shares of which 15,668,023 Fieldex Shares are currently issued and outstanding. Other than 2,995,400 Fieldex Warrants, and 692,500 Fieldex Options, Fieldex has no other securities outstanding nor is it a party to or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Fieldex Shares or securities convertible into or exchangeable for Fieldex Shares;
- (d) on the Effective Date, the Fieldex Post-Consolidation Shares issued pursuant to the Amalgamation will be duly and validly issued and outstanding as fully paid and non-assessable and the Fieldex Convertible Securities issued pursuant to the Amalgamation will be duly and validly created and issued;
- (e) since April 1, 2017, except in connection with the Idénergie Transaction (as defined below), Fieldex has not entered into any contract in respect of its business or assets, other than in the

ordinary course of business, and has continued to carry on its business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and without limitation but subject to the above exceptions, has maintained payables and other liabilities at levels consistent with past practice, not engaged or committed to engage in any extraordinary material transactions and has not made or committed to make distributions, dividends or special bonuses;

- (f) Fieldex is a reporting issuer, or the equivalent thereof, in the provinces of British Columbia, Alberta and Québec (collectively, the “**Reporting Jurisdictions**”) and is not currently in default of any requirement of the applicable laws of each of the Reporting Jurisdictions and other regulatory instruments of the Securities Authorities in such provinces, and other than the order issued by the TSX Venture Exchange halting trading in the securities of Fieldex in connection with a reverse takeover and spin-out transaction with Idénergie Inc. and Quad Resources Inc., respectively, which transactions were not completed by Fieldex (the “**Idénergie Transaction**”), no other order ceasing, halting or suspending trading in securities of Fieldex or prohibiting the distribution of such securities has been issued to and is outstanding against Fieldex and no investigations or proceedings for such purposes are, to the knowledge of Fieldex, pending or threatened;
- (g) Fieldex is in compliance in all material respects with all its disclosure obligations under applicable Laws and all documents filed by Fieldex pursuant to such obligations are in compliance in all material respects with applicable Laws and, other than in respect of documents that have been amended or refiled did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;
- (h) Except for its wholly-owned subsidiaries, QUAD Resources Inc. and Subco, Fieldex has no associates (as defined in the *Securities Act* (Ontario) and is not a partner, cotenant, joint venturer or otherwise a participant in any partnership, joint venture, co-tenancy or other similarly joint owned business;
- (i) Fieldex has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licences issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by it and to own its assets and is in compliance in all material respects with such certificates, authorities, permits or licences. Fieldex has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or licence which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Fieldex;
- (j) each of the Documents has been, or at the Effective Time will be, duly authorized, executed and delivered by Fieldex and constitutes a valid and binding obligation of Fieldex enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Fieldex is necessary to authorize this Agreement and the transactions contemplated hereby;

- (k) the entering into and the performance by Fieldex and Subco of the transactions contemplated in the Documents:
  - (i) do not require any consent, approval, authorization or order of any court or governmental agency or body, except that which may be required under applicable corporate and securities legislation and the policies of the CSE and the policies of the TSX Venture Exchange in connection with the Delisting;
  - (ii) will not contravene any statute or regulation of any governmental authority which is binding on Fieldex or Subco where such contravention would have a Material Adverse Effect; and
  - (iii) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Fieldex or Subco or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Fieldex or Subco is or will be a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;
- (l) there are no legal or governmental proceedings pending or, to the knowledge of Fieldex, contemplated or threatened, to which Fieldex is a party or to which the property of Fieldex is subject;
- (m) the audited annual financial statements of Fieldex for the years ended December 31, 2018, December 31, 2017 and December 31, 2016 and the unaudited condensed interim consolidated financial statements for the three month period ended March 31, 2019 and the notes thereto (collectively, the “**Fieldex Financial Statements**”), in each case, have been prepared in accordance with IFRS, present fairly, in all material respects, the financial position of Fieldex as at such date, and do not omit to state any material fact that is required by IFRS or by applicable law to be stated or reflected therein or which is necessary to make the statements contained therein not misleading;
- (n) except as disclosed to Copeland in writing, Fieldex has no outstanding material liability, whether direct, indirect, absolute or contingent or otherwise, which is not reflected in the Fieldex Financial Statements;
- (o) except as disclosed to Copeland in writing and as will be disclosed in the Listing Statement, Fieldex has not entered into any material contracts as of the date hereof.
- (p) except for any related party transactions disclosed in the Fieldex Financial Statements, Fieldex has not engaged in any transaction with any non-arm’s length person;
- (q) all Taxes due and payable by Fieldex have been paid or provision made therefor in the Fieldex Financial Statements except for where the failure to pay such Taxes would not result in a Material Adverse Effect for Fieldex. All tax returns, declarations, remittances and filings required to be filed by Fieldex have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Fieldex, no examination of any tax return of Fieldex is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by Fieldex. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Fieldex;

- (r) except for the Agent and Finder, there is no person, firm or company acting or purporting to act at the request of Fieldex who is entitled to any brokerage or finder's fee in connection with the transactions contemplated in the Documents;
- (s) Fieldex has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation and Fieldex has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any concessions, licences, leases or other instruments conferring rights to Fieldex;
- (t) to the knowledge of Fieldex, after due inquiry all activities of Fieldex have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws;
- (u) Fieldex is not bound by or a party to any employment contracts. No current or former director, officer, shareholder, employee or independent contractor of Fieldex or any person not dealing at arm's length within the meaning of the *Income Tax Act* (Canada) with any such person is indebted to Fieldex;
- (v) since the date of its incorporation, Fieldex has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on Fieldex Shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any Fieldex Shares or securities or agreed to do any of the foregoing except for the distribution of 7,439,931 common shares of Visible Gold Mines Inc. in 2007 (see the final prospectus of Visible Gold Mines Inc. dated July 3, 2007);
- (w) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Fieldex is a party any restriction upon or impediment to, the declaration or payment of dividends by the directors of Fieldex or the payment of dividends by Fieldex to the holders of its securities;
- (x) Fieldex is not a party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument;
- (y) Fieldex is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Fieldex to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Fieldex or which would prohibit or restrict Fieldex from entering into and completing the Business Combination;
- (z) Fieldex is not a party to any agreement nor is Fieldex aware of any agreement, which in any manner affects the voting control of any of the securities of Fieldex;
- (aa) Fieldex is not aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Fieldex;
- (bb) the corporate records and minute books of Fieldex contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;
- (cc) no representation, warranty or statement of Fieldex or Subco in the Documents contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to

state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading;

- (dd) other than those incurred in the ordinary course of business, Fieldex has not incurred any liabilities since September 30, 2018, except for legal fees (in an aggregate amount of \$[ **amount redacted for confidentiality reason**], inclusive of taxes) incurred in connection with the Idénergie Transaction (the “**Outstanding Legal Fees**”); and
- (ee) Fieldex maintains insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses.

### 3.3 Survival

For greater certainty, the representations and warranties of each of Copeland and Fieldex contained herein shall survive the execution and delivery of this Agreement and shall terminate and be extinguished on the earlier of the termination of this Agreement in accordance with its terms and the Effective Time.

## ARTICLE 4 CONDUCT OF BUSINESS

### 4.1 Conduct of Business by the Parties

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, each of the Parties covenants and agrees that, during the period from the date of this Agreement until the earlier of either the Effective Time or the time that this Agreement is terminated by its terms, unless each of the other Parties shall otherwise agree in writing:

- (a) it shall, and shall cause its Subsidiaries to conduct business in, and not take any action except in, the usual and ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and it shall and shall cause its Subsidiaries to use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and it shall not, and shall cause its Subsidiaries to not, without the prior written consent of the other Parties, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and without limitation but subject to the foregoing, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any extraordinary material transactions and shall not make or commit to make distributions, dividends or special bonuses, without the prior written consent of the other Parties; and
- (b) it shall not borrow any cash or incur any indebtedness, except as expressly contemplated by this Agreement or with the prior written consent of the other Party;
- (c) it shall not make loans, advances or other similar payments to any third party except as expressly contemplated by this Agreement, other than with respect to expenses incurred in the ordinary course of business or as consented to by the other Party, which consent shall not be unreasonably withheld;
- (d) other than as contemplated by this Agreement, it shall not directly or indirectly do or permit to occur any of the following:
  - (i) amend its Governing Documents;

- (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person other than inter-  
corporate loans and advances;
- (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire shares other than in connection with (A) the Financing, (B) the exercise of the Fieldex Options and Fieldex Warrants, (C) the Agent Compensation Warrants or, (D) the Finder's Fee Shares;
- (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;
- (v) split, combine or reclassify any of its shares;
- (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of itself or any of its Subsidiaries; or
- (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above.

## **ARTICLE 5 COVENANTS**

### **5.1 Waiver of Notice of Subco Shareholder Meeting and Resolution in Lieu of Meeting by Fieldex**

Fieldex, as sole shareholder of Subco, shall waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and shall sign a resolution in writing of the sole shareholder of Subco approving the Amalgamation.

### **5.2 Representations and Warranties**

- (a) Copeland covenants and agrees that from the date hereof until the termination of this Agreement it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in section 3.1 being untrue in any material respect.
- (b) Fieldex covenants and agrees that, from the date hereof until the termination of this Agreement it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in section 3.2 being untrue in any material respect.

### **5.3 Notice of Material Change**

- (a) From the date hereof until the termination of this Agreement, each Party shall promptly notify the other Party in writing of:
  - (i) any material change (actual, anticipated, contemplated or, to the knowledge of such Party or any of its Subsidiaries, threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Party and its Subsidiaries, taken as whole;

- (ii) any change in the facts relating to any representation or warranty set out in sections 3.1 or 3.2 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or
  - (iii) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of this Agreement.
- (b) Each of the Parties shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or, to its knowledge of its or any of its Subsidiaries, threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other pursuant to this section.

#### **5.4 Non-Solicitation**

None of the Parties shall solicit any offers to purchase its shares or assets and neither of Fieldex nor Copeland will initiate or encourage any discussions or negotiations with any third party with respect to such a transaction or amalgamation, merger, take-over, plan of arrangement or similar transaction during the period commencing on the date hereof and ending on the termination of this Agreement (excluding, for greater certainty, any solicitations by Copeland of offers to purchase Subscription Receipts under the Financing). The Parties shall immediately cease and cause to be terminated any existing discussions or negotiations with any third party related to any of the foregoing. In the event any of the Parties is approached in respect of any such transaction, it shall immediately notify the other.

#### **5.5 Access to Information**

- (a) Access to Premises and Records of Copeland

From the date hereof until the earlier of the termination of this Agreement or the Effective Date and upon the provision of reasonable notice, Fieldex and its counsel, accountants, appraisers and other advisors shall have full and complete access, during normal business hours, to the premises, books, and other records of Copeland for the purpose of investigating the assets, business and affairs of Copeland, as they may reasonably require.

- (b) Access to Premises and Records of Fieldex

From the date hereof until the earlier of the termination of this Agreement or the Effective Date and upon the provision of reasonable notice, Copeland and its counsel, accountants, appraisers and other advisors shall have full and complete access, during normal business hours, to the premises, books and other records of Fieldex, for the purpose of investigating the assets, business and affairs of Fieldex, as they may reasonably require.

#### **5.6 Insurance and Indemnification**

- (a) Prior to the Effective Date, Fieldex shall purchase customary “tail” policies of directors’ and officers’ liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by Fieldex which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and Copeland will, or will cause Fieldex or its successor to, maintain such tail policies in effect without any reduction in scope or coverage for six years from the Effective Date; provided that Copeland will not be required to pay any amounts in respect of such coverage prior to the Effective Time and provided further that the cost of such policies shall not exceed 200% of Fieldex’s current annual aggregate premium for policies currently maintained by Fieldex.

- (b) Copeland shall honour all rights to indemnification or exculpation now existing in favour of present and former employees, officers and directors of Fieldex, and acknowledges that such rights shall survive the completion of the Amalgamation and shall continue in full force and effect in accordance with their terms.
- (c) This section 5.6 shall survive the consummation of the Amalgamation and is intended to be for the benefit of, and shall be enforceable by, the present and former directors and officers of Fieldex and its Subsidiaries and their respective heirs, executors, administrators and personal representatives (the “**Indemnified Persons**”) and, for such purpose, Fieldex hereby confirms that it is acting as agent on behalf of the Indemnified Persons. On the Effective Date, Amalco and Fieldex shall provide direct confirmation of these undertakings to these Persons as part of the closing of the Amalgamation.

## **5.7 Other Covenants**

Each of the Parties covenants and agrees that it shall:

- (a) use all commercially reasonable efforts to consummate the Business Combination and all matters described in the Listing Statement, subject only to the terms and conditions hereof and thereof;
- (b) use all commercially reasonable efforts to obtain all appropriate Regulatory Approvals;
- (c) not, other than in connection with the Business Combination or as otherwise contemplated herein, split, consolidate or reclassify any of its outstanding securities, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding securities;
- (d) not, issue any securities, including convertible securities or debt securities, except in connection with the Financing, upon the exercise of Fieldex Convertible Securities or as otherwise provided under this Agreement; and
- (e) not, other than in connection with the Business Combination, reorganize, amalgamate or merge with any other person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities or substantially all of the assets of or otherwise, any business or Person which acquisition or other transaction would reasonably be expected to prevent or materially delay the Business Combination contemplated hereby.

Copeland covenants and agrees that after the Effective Date it will promptly and without delay pay all accounts payable and accrued liabilities of Fieldex outstanding as or the Effective Date when such accounts payable and accrued liabilities will become due and payable.

## **ARTICLE 6 MUTUAL COVENANTS**

### **6.1 Other Filings**

The Parties shall, as promptly as practicable hereafter, prepare and file all filings required under any securities Laws, the policies of the CSE or any other applicable Laws relating to the Business Combination contemplated hereby.

## **6.2 Additional Agreements**

Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Business Combination contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals from other Parties to material agreements, leases and other contracts or agreements;
- (b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Business Combination contemplated hereby;
- (c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Business Combination contemplated hereby;
- (d) to effect all necessary registrations and other filings and submissions of information requested by the CSE;
- (e) to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities; and
- (f) to fulfill all conditions and satisfy all provisions of this Agreement.

For purposes of the foregoing, the obligation to use “commercially reasonable efforts” to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other Parties.

## **ARTICLE 7 CONDITIONS AND CLOSING MATTERS**

### **7.1 Mutual Conditions Precedent**

The respective obligations of the Parties hereto to complete the Business Combination contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may be waived only by the mutual consent of the Parties:

- (a) Fieldex, upon completion of the Business Combination, will meet the minimum original listing requirements of the CSE and the CSE shall have conditionally approved the listing of the Fieldex Post-Consolidation Shares on the CSE, subject to completion of the Business Combination and completion of the customary listing requirements of the CSE;
- (b) there shall not be in force any order or decree restraining or enjoining the consummation of the Business Combination;
- (c) Fieldex shall have completed the Fieldex Share Consolidation, the Fieldex Name Change and the Delisting;
- (d) this Agreement shall not have been terminated pursuant to Article 8;
- (e) all Regulatory Approvals and corporate approvals shall have been obtained;

- (f) the requisite approval of the Copeland Shareholders of the Amalgamation shall have been obtained;
- (g) the requisite approval of the Fieldex Shareholders for the Amalgamation, the Fieldex Share Consolidation, the Fieldex Name Change, the Fieldex Director Appointments, and the Delisting shall have been obtained;
- (h) the number of Copeland Shares in respect of which shareholders of Copeland have dissented in connection with the resolutions authorizing the Amalgamation shall not exceed 10% of the number of issued and outstanding Copeland Shares;
- (i) the CSE Escrow Agreement shall have been executed and delivered; and
- (j) the Financing shall have been completed on terms satisfactory to the Parties.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then a Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by a Party of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

## **7.2 Additional Conditions Precedent to the Obligations of Copeland**

The obligations of Copeland to complete the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Copeland and may be waived by Copeland and any one or more of which, if not satisfied or waived, will relieve Copeland of any obligation under this Agreement):

- (a) on or prior to the Effective Date, and effective upon completion of the Amalgamation, each of the directors and officers of Fieldex shall have tendered their resignations and provided mutual releases in a form acceptable to Copeland, and the board of directors of Fieldex, subject to the approval of the CSE, shall have been reconstituted, and the officers shall have been appointed, as set forth in section 2.3;
- (b) no Material Adverse Change with respect to Fieldex shall have occurred between the date hereof and the Effective Date;
- (c) Fieldex shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Fieldex contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if Fieldex has been given written notice by Copeland specifying in reasonable detail any such misrepresentation, breach or non-performance, Fieldex shall have had three (3) Business Days to cure such misrepresentation, breach or non-performance), and the Chief Executive Officer of Fieldex or another officer satisfactory to Copeland shall so certify immediately prior to the Effective Date;
- (d) the Fieldex board of directors, and the Subco board of directors as necessary, shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Fieldex to permit the consummation of the Business Combination and the transactions contemplated therewith;

- (e) Copeland shall have received from counsel to Fieldex favourable legal opinions concerning such matters with respect to the Business Combination as are customary in similar transactions and as Copeland and its counsel may reasonably request;
- (f) subject to section 7.2(g), Fieldex shall not have entered into any transaction or contract which would have a material effect on the financial and operational condition, or the assets of Fieldex, excluding those transactions or contracts undertaken in the ordinary course of business, without first discussing and obtaining the approval of Copeland;
- (g) Fieldex shall not have undertaken any business, other than in connection with the completion of the Business Combination, provided however that Fieldex will be entitled to sell or dispose of certain of its mining assets and/or investments; and
- (h) any Fieldex Options that are outstanding immediately prior to the Effective Time will be terminated without any payment of consideration thereof.

If any of the above conditions shall not have been complied with or waived by Copeland on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in section 7.2(c), Copeland may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Copeland. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Copeland of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, Copeland shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

### **7.3 Additional Conditions Precedent to the Obligations of Fieldex**

The obligations of Fieldex to complete the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Fieldex and may be waived by Fieldex and any one or more of which, if not satisfied or waived, will relieve Fieldex of any obligation under this Agreement):

- (a) no Material Adverse Change with respect to Copeland shall have occurred between the date hereof and the Effective Date;
- (b) Copeland shall provide Fieldex with financial statements demonstrating that as at April 30, 2019, the gross revenue of Copeland was at least \$30,000; the total assets of Copeland was not less than \$1,200,000; and the total liabilities, including accounts payable, of Copeland did not exceed \$50,000.
- (c) Copeland shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Copeland contained in this Agreement shall have been true and correct in all material respects as of the date of this Agreement and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if Copeland has been given written notice by Fieldex specifying in reasonable detail any such misrepresentation, breach or non-performance, Copeland shall have had three (3) Business Days to cure such misrepresentation, breach or non-performance), and the Chief Executive Officer of Copeland or another officer satisfactory to Fieldex shall so certify immediately prior to the Effective Date;
- (d) the board of Copeland shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Copeland to permit the consummation of the Amalgamation, the Business Combination and the transactions contemplated therewith;

- (e) Fieldex shall have received from counsel to Copeland favourable legal opinions concerning such matters with respect to the Business Combination as are customary in similar transactions and as Fieldex and its counsel may reasonably request;
- (f) any remaining unpaid Fieldex Transaction Legal Fees (as defined below) and the Outstanding Legal Fees shall have been paid, at the time of closing of the Business Combination, from the proceeds of the Financing; and
- (g) Copeland shall not have entered into any transaction or contract which would have a material effect on the financial and operational condition, or the assets of Copeland, excluding those transactions or contracts undertaken in the ordinary course of business, without first discussing and obtaining the approval of Fieldex.

If any of the above conditions shall not have been complied with or waived by Fieldex on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in section 7.3(c), Fieldex may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Fieldex or Subco. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Fieldex or Subco of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, neither Party shall rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

#### **7.4 Merger of Conditions**

The conditions set out in sections 7.1, 7.2 and 7.3 shall be conclusively deemed to have been satisfied, waived or released by the Parties on the filing of the Amalgamation Application with the Registrar and such other documents as are required to be filed under the BCBCA for acceptance by the Registrar to give effect to the Amalgamation.

#### **7.5 Closing Matters**

The completion of the transactions contemplated under this Agreement shall be effected via electronic exchange or at the offices of Copeland's counsel, Garfinkle Biderman LLP, at 10:00 a.m. (Vancouver time) (or such other time as the Parties may agree upon) on the Effective Date.

### **ARTICLE 8 TERMINATION, AMENDMENT AND DISSENTING SHAREHOLDERS**

#### **8.1 Termination**

This Agreement may be terminated by written notice promptly given to the other Party hereto, at any time prior to the Effective Date:

- (a) by mutual agreement in writing by the Parties;
- (b) as set forth in sections 7.1, 7.2 and 7.3 of this Agreement; or
- (c) by either Copeland or Fieldex if after the date of the this Agreement, any Law is enacted, made enforced or amended, as applicable, that makes the consummation of the Amalgamation or Business Combination illegal or otherwise permanently prohibits or enjoins Copeland or Fieldex from consummating the Amalgamation or Business Combination, and such Law had, if applicable, become final and non-appealable, provided that a Party seeking to terminate this Agreement pursuant to this section 8.1(c) has used its commercially reasonable efforts to, as

applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Amalgamation or Business Combination.

## **8.2 Effect of Termination**

In the event of the termination of this Agreement as provided in section 8.1 hereof, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Fieldex or Copeland hereunder except as set forth in section 8.3 hereof and this section 8.2, which provisions shall survive the termination of this Agreement. Nothing herein shall relieve any Party from liability for any breach of this Agreement.

## **8.3 Fees and Expenses**

Each of Copeland and Fieldex shall pay its own costs and expenses (including all legal, accounting and financial advisory fees and expenses) incurred in connection with the completion of the Business Combination, including without limitation, expenses related to the preparation, execution and delivery of all agreements including, without limitation, this Agreement and other documents referenced herein. Conditional on closing of the Business Combination, Copeland agrees to arrange for the payment of all legal fees properly incurred by Fieldex in connection with the Transaction, subject to an aggregate maximum of \$[**amount redacted for confidentiality reason**] (not including sales tax), which legal fees shall not be taken into account in the calculation of the amount of Fieldex's negative working capital to effect any adjustment pursuant to section 2.1(l) hereof (the "**Fieldex Transaction Legal Fees**").

## **8.4 Amendment**

This Agreement may, at any time on or before the Effective Date be amended by mutual agreement between the Parties hereto. This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the Parties.

## **8.5 Dissenting Shareholders**

On the earlier of the Effective Date, the making of an agreement between a Dissenting Shareholder and Copeland for the purchase of their Dissenting Copeland Shares or the pronouncement of a court order pursuant to Section 238 of the BCBCA, a Dissenting Shareholder shall cease to have any rights as a Copeland Shareholder other than the right to be paid the fair value of its Dissenting Copeland Shares in the amount agreed to or as ordered by the court, as the case may be. In the event that a Dissenting Shareholder fails to perfect or effectively withdraws the Dissenting Shareholder's claim under Section 238 of the BCBCA or otherwise forfeits the Dissenting Shareholder's right to make a claim under Section 238 of the BCBCA, the Dissenting Shareholder's Dissenting Copeland Shares shall thereupon be deemed to have been exchanged as of the Effective Date for Fieldex Post-Consolidation Shares on the basis set forth in section 2.1 hereof.

## **8.6 Waiver**

A Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfillment of any of its conditions contained herein or (iii) waive inaccuracies in another Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

**ARTICLE 9  
GENERAL**

**9.1 Notices**

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by e-mail or sent by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

if to Copeland:

Copeland Biosciences Corp.  
99 Scollard Street,  
Toronto, Ontario, M5R 1G4

Attention: Glenn Copeland, Chief Executive Officer  
E-mail: **[email address redacted for confidentiality reason]**

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

Garfinkle Biderman LLP  
Dynamic Funds Tower, Suite 801  
Toronto, Ontario M5C 2V9

Attention: Shimmy Posen  
E-mail: **[email address redacted for confidentiality reason]**

if to Fieldex or Subco:

Fieldex Exploration Inc.  
139, boul. Québec, Suite 202  
Rouyn-Noranda, Québec, J9X 6M8

Attention: Martin Dallaire, President and Chief Executive Officer  
E-mail: **[email address redacted for confidentiality reason]**

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

Fasken Martineau DuMoulin LLP  
800 Victoria-Square, Suite 3700,  
Montreal, Québec, H4Z 1E9

Attention: Sébastien Bellefleur  
E-mail: **[email address redacted for confidentiality reason]**

**9.2 Assignment**

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.

### **9.3 Complete Agreement**

This Agreement sets forth the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof, including but not limited to, the Letter of Intent. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

### **9.4 Further Assurances**

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

### **9.5 Severability**

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

### **9.6 Counterpart Execution**

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

### **9.7 Investigation by Parties**

No investigations made by or on behalf of either Party or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other Party in or pursuant to this Agreement.

### **9.8 Public Announcement; Disclosure and Confidentiality**

- (a) Unless and until the transactions contemplated in this Agreement will have been completed, none of the Parties shall make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between them relating to the matters contemplated herein without the prior consent of the other Parties, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.
- (b) All information provided to or received by the Parties hereunder shall be treated as confidential (“**Confidential Information**”). Subject to the provisions of this Section, no Confidential Information shall be published by any party hereto without the prior written consent of the others, but such consent in respect of the reporting of factual data shall not be unreasonably withheld. The consent required by this Section shall not apply to a disclosure to: (a) comply with any applicable laws, stock exchange rules or a regulatory authority having jurisdiction; (b) a director, officer or employee of a party; (c) an affiliate (within the meaning of the BCBCA) of a party; (d) a consultant, contractor or subcontractor of a party that has a *bona fide* need to be informed; or (e) any third party to whom the disclosing party may assign any of its rights under this Agreement; provided, however, that in the case of subsection (d) and (e) the third party or

parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them.

- (c) The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing party can show by reasonable documentary evidence or otherwise: (a) as of the date of this Agreement, was in the public domain; (b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or (c) was information that the disclosing party or its affiliates were required to disclose pursuant to the order of any Governmental authority or judicial authority.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**EXECUTION COPY**

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**COPELAND BIOSCIENCES CORP.**

Per: *(Signed) Glenn Copeland*

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Glenn Copeland  
Founder, Chairman and CEO

**FIELDDEX EXPLORATION INC.**

Per: *(Signed) Martin Dallaire*

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Martin Dallaire  
President and CEO

**SCHEDULE "A"**  
**AMALGAMATION AGREEMENT**

See attached.

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of May 24, 2019,

AMONG:

**FIELDDEX EXPLORATION INC.,**  
a corporation incorporated under the laws of Canada  
("Fieldex");

- and -

**1209908 B.C. LTD.**  
a corporation incorporated under the laws of the Province of British Columbia  
("Subco");

- and -

**COPELAND BIOSCIENCES CORP.,**  
a corporation incorporated under the laws of the Province of British Columbia  
("Copeland");

**WHEREAS** Copeland and Fieldex have agreed to combine their businesses and assets pursuant to the Business Combination Agreement;

**AND WHEREAS** Copeland and Subco are each incorporated under the BCBCA;

**AND WHEREAS** Subco is a wholly-owned subsidiary of Fieldex;

**AND WHEREAS** the authorized capital of Copeland consists of an unlimited number of Copeland Shares, of which 98,850,000 are issued and outstanding at the date hereof as fully paid and non-assessable shares;

**AND WHEREAS** the authorized capital of Subco consists of an unlimited number of Subco Shares, of which 100 Subco Shares are issued and outstanding at the date hereof as fully paid and non-assessable shares, all of which are owned beneficially and of record by Fieldex;

**AND WHEREAS** pursuant to the Amalgamation, and subject to the terms of the Business Combination Agreement, Copeland and Subco shall amalgamate and continue as Amalco, which shall become a wholly-owned subsidiary of Fieldex, and Fieldex shall issue to each Copeland Shareholder one (1) Fieldex Post-Consolidation Share for each one (1) Copeland Share held;

**AND WHEREAS** Copeland, Fieldex and Subco have each made full disclosure to the other of all their respective assets and liabilities;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

**1. Interpretation**

In this Agreement, including the recitals hereto, capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in the Business Combination Agreement, and the following words and expressions shall have the respective meanings ascribed to them below:

“**Agreement**” means this amalgamation agreement, its recitals and exhibits, as the same may be amended, modified or supplemented from time to time;

“**Amalco Shareholder**” means a registered holder of Amalco Shares, from time to time, and “**Amalco Shareholders**” means all of such holders;

“**Amalgamating Corporations**” means Copeland and Subco and “**Amalgamating Corporation**” means either of them as applicable;

“**Business Combination Agreement**” means the business combination agreement dated May 24, 2019 between Copeland and Fieldex;

“**CDS**” means CDS Clearing and Depository Services Inc.;

“**Depository**” means Computershare Investor Services Inc., which is also the transfer agent and registrar for the Fieldex Shares;

“**Fieldex Shareholder**” means a registered holder of Fieldex Shares or Fieldex Post-Consolidation Shares, as the case may be, from time to time;

“**Parties**” means Copeland, Subco and Fieldex, and “**Party**” means each of them as applicable; and

“**Subco Shareholder**” means the registered holder of Subco Shares, being Fieldex.

## **2. Exhibits**

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

- (a) Exhibit “A” – Amalgamation Application
- (b) Exhibit “B” – Articles of Amalco

## **3. Paramountcy**

In the event of any conflict between the provisions of this Agreement and the provisions of the Business Combination Agreement, the provisions of this Agreement shall prevail.

## **4. Agreement to Amalgamate**

Each of the Parties hereby agrees to the Amalgamation such that the Amalgamating Corporations shall amalgamate to create and continue as Amalco under the provisions of Section 270 of the BCBCA, on the terms and conditions set out in this Agreement.

## **5. Filing of Amalgamation Application**

Following the approval of this Agreement by the shareholders of the Amalgamating Corporations in accordance with the BCBCA, and in accordance with the terms and conditions of the Business Combination Agreement, including the satisfaction or waiver of all conditions precedent set forth in the Business Combination Agreement, Copeland shall file the Amalgamation Application with the Registrar as provided under the BCBCA.

## **6. Conditions Precedent to the Amalgamation**

The Amalgamation is subject to the satisfaction or waiver by the party entitled to make such waiver, of the conditions precedent set forth in Article 7 of the Business Combination Agreement. The signing and delivery of the Articles of Amalgamation by Copeland and Subco shall be conclusive evidence that such conditions have been satisfied to the satisfaction of Copeland and Fieldex, or waived by the party entitled to make such waiver, and that Copeland and Subco may amalgamate in accordance with the provisions of this Agreement.

## **7. Amalgamation Events**

Pursuant to the Amalgamation, on the Effective Date:

- (a) each issued and outstanding Copeland Share held by each Dissenting Shareholder will become an entitlement to be paid the fair value of such share;
- (b) each issued and outstanding Subco Share shall be exchanged for one (1) fully paid and non-assessable Amalco Share;
- (c) each issued and outstanding Copeland Share (other than those held by Dissenting Shareholders) shall be exchanged for one (1) fully paid and non-assessable Fieldex Post-Consolidation Share;
- (d) issued and outstanding Agent Compensation Warrants shall be exchanged, on an equivalent basis, for Resulting Issuer Compensation Warrants;
- (e) issued and outstanding Copeland Warrants shall be exchanged, on an equivalent basis, for Resulting Issuer Warrants;
- (f) as consideration for the issuance of Fieldex Post-Consolidation Shares in exchange for the Copeland Shares, Amalco shall issue to Fieldex one (1) Amalco Share for each Fieldex Post-Consolidation Share so issued;
- (g) Copeland and Subco shall be amalgamated and continue as Amalco;
- (h) all of the property and assets of each of Copeland and Subco shall be the property and assets of Amalco and Amalco shall be liable for all of the liabilities and obligations of each of Copeland and Subco, including civil, criminal and quasi criminal, and all contracts, liabilities and debts of Subco and Copeland;
- (i) all rights of creditors against the property, assets, rights, privileges and franchises of Subco and Copeland and all liens upon their property, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of Subco and Copeland shall thenceforth attach to and be enforced against Amalco;
- (j) no action or proceeding by or against Subco or Copeland shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Amalco shall be substituted in such action or proceeding in place of Subco or Copeland, as the case may be; and
- (k) the Articles attached hereto as Exhibit "B" shall be the articles of Amalco.

## **8. Amalgamation Application**

The Amalgamation Application shall be in the form annexed to the Business Combination as Schedule "B".

**9. Name**

The Name of Amalco shall be such designating number as may be assigned to Amalco by the Director followed by the words "B.C. Inc.", or such other name as mutually agreed to by the Parties.

**10. Registered Office**

Until changed in accordance with the BCBCA, the registered office of Amalco shall be:

2200 – 885 West Georgia Street  
Vancouver, BC V6C 3E8

**11. Authorized Capital**

The authorized capital of Amalco shall consist of an unlimited number of Amalco Shares, having the following rights, privileges, restrictions and conditions:

1. Voting

Each holder of Amalco Shares shall be entitled to receive notice of and to attend all meetings of shareholders of the corporation, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each common share held by such holder.

2. Dividends

The holders of Amalco Shares shall be entitled to receive dividends if and when declared by the board of directors.

3. Liquidation

In the event of any liquidation, dissolution or winding-up of the corporation or other distribution of the assets of the corporation among its shareholders for the purpose of winding-up its affairs, the holders of Amalco Shares shall be entitled to receive the remaining property or assets of the corporation.

**12. Share Transfer Restrictions**

The Amalco Shares shall be subject to the following restrictions on transfer:

If the corporation:

- (a) is not a reporting issuer or an investment fund within the meaning of applicable securities legislation; and
- (b) has not distributed to the public (excluding accredited investors within the meaning of applicable securities legislation) any of its securities, then no securities in the capital of the corporation (other than non-convertible debt securities) shall be transferred without either:
  - (i) the previous consent of the board of directors expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or
  - (ii) the previous consent of the holders of at least 51% of the securities of that class for the time being outstanding expressed by a resolution passed by the securityholders or by an instrument or instruments in writing signed by such securityholders.

**13. Fiscal Year**

The fiscal year end of Amalco shall be December 31 of each calendar year.

**14. Business**

There shall be no restrictions on the business which Amalco is authorized to carry on or the powers which Amalco may exercise.

**15. Number of Directors**

The board of directors of Amalco shall consist of not less than one (1) and not more than ten (10) directors, the exact number of which shall be determined by the directors from time to time.

**16. First Directors**

The first director of Amalco shall be the person whose names and residential addresses appear below:

<u>Name</u>	<u>Address</u>	<u>Resident Canada</u>
Glenn H. Copeland	[address redacted for confidentiality reason]	Yes

The above director shall hold office from the Effective Date until the first annual meeting of Amalco Shareholders or until his successor is elected or appointed.

**17. By-laws**

The by-laws of Amalco shall be, to the extent not inconsistent with this Agreement, the by-laws of Subco, until repealed or amended.

**18. Fractional Shares**

No fractional Fieldex Post-Consolidation Shares or Amalco Shares will be issued or delivered to any former Copeland Shareholders or the former Subco Shareholder otherwise entitled thereto, if any. Instead, the number of Fieldex Post-Consolidation Shares or Amalco Shares issued to each former holder of Copeland Shares or Subco Shares will be rounded down to the nearest whole number.

**19. Stated Capital**

The stated capital account in the records of Amalco for the Amalco Shares shall be equal to the stated capital attributed to the Copeland Shares and the Subco Shares, determined immediately before the Amalgamation.

**20. Delivery of Securities Following Amalgamation as soon as Practicable After the Effective Date:**

- (a) Amalco shall issue certificates representing the appropriate number of Amalco Shares to the former Subco Shareholder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by the former Subco Shareholder will be evidence of the former Subco Shareholder's right to be registered as a shareholder of Amalco. Share certificates formerly representing Subco Shares which are held by the former Subco Shareholder shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number Amalco Shares to which it is entitled pursuant to the terms hereof; and

- (b) in accordance with normal commercial practice, Fieldex shall issue or cause to be issued certificates, direct registration statements or electronic positions within CDS representing the appropriate number of Fieldex Post-Consolidation Shares (post-Fieldex Name Change) to the former Copeland Shareholders (other than Dissenting Shareholders) by: (i) depositing such Fieldex Post-Consolidation Shares with the Depository and/or the electronic positions representing such Fieldex Post-Consolidation Shares with CDS (in the name of the Depository), as applicable, to satisfy the consideration issuable to such Copeland Shareholders; and (ii) as soon as reasonably practicable after the Effective Date, causing the Depository to forward to, or hold for pick-up by, each former Copeland Shareholder that submitted a duly completed Letter of Transmittal or other evidence of entitlement to the Depository, together with the certificate (if any) representing the Copeland Shares held by such Copeland Shareholder or such other evidence of ownership of such Copeland Shares as is satisfactory to the Depository, acting reasonably, (A) the certificates representing the Fieldex Post-Consolidation Shares to which such Copeland Shareholder is entitled, in accordance with its Letter of Transmittal (or other evidence of entitlement), or (B) confirmation of a non-certificated electronic position transfer in CDS representing the Fieldex Post-Consolidation Shares to which such Copeland Shareholder is entitled, in accordance with its Letter of Transmittal. Share certificates formerly representing Copeland Shares which are held by the former Copeland Shareholders shall cease to represent any claim upon or interest in Copeland other than the right of the registered holder to receive the number of Fieldex Post-Consolidation Shares to which it is entitled pursuant to the terms hereof.

## **21. Negative Covenants**

From the date hereof to and including the Effective Date Subco covenants that it will not:

- (a) reserve, allot, create, issue or distribute any of its securities, other than the issuance of Subco Shares to Fieldex;
- (b) declare or pay dividends on any of its shares other than as has been publicly disclosed as of the date hereof or as contemplated in the Business Combination Agreement or make any other issue, payment or distribution to the holders of its securities including, without limitation, the issue, payment or distribution of any of its assets or property to such holders;
- (c) authorize or take any action to amalgamate, merge, reorganize, effect an arrangement, liquidate, dissolve, wind-up or transfer all or substantially all of its undertaking or assets to another corporation or entity;
- (d) reclassify any outstanding securities or change such securities into other shares or securities or subdivide, redivide, reduce, combine or consolidate such securities into a greater or lesser number of securities, effect any other capital reorganization or amend the designation of or the rights, privileges, restrictions or conditions attaching to such securities, other than in order to effect the transactions described in the Business Combination Agreement;
- (e) amend its articles or by-laws, other than in order to effect the transactions described in the Business Combination Agreement; or
- (f) enter into any transaction, or take any other action, out of the ordinary course of its business, other than in order to effect the transactions described in the Business Combination Agreement.

## **22. Termination**

Subject to the terms of the Business Combination Agreement, this Agreement may be terminated by the board of directors of each of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the issuance of the Certificate of

Amalgamation. If this Agreement is terminated pursuant to this section, this Agreement shall forthwith become void and of no further force and effect.

**23. Governing Law**

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia sitting in and for the judicial district of Vancouver in respect of all matters arising under or in relation to this Agreement.

**24. Further Assurances**

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Amalgamation Agreement.

**25. Time of the Essence**

Time shall be of the essence of this Agreement.

**26. Amendments**

This Agreement may only be amended or otherwise modified by written agreement executed by the Parties.

**27. Counterparts**

This Agreement may be signed in counterparts (including counterparts by facsimile or email), and all such signed counterparts, when taken together, shall constitute one and the same agreement, effective on this date.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the Parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

**COPELAND BIOSCIENCES CORP.**

Per: \_\_\_\_\_  
Glenn Copeland  
Founder, Chairman and CEO

**FIELDDEX EXPLORATION INC.**

Per: \_\_\_\_\_  
Martin Dallaire  
President and CEO

**1209908 B.C. LTD.**

Per: \_\_\_\_\_  
Martin Dallaire  
President

**EXHIBIT "A"**  
**AMALGAMATION APPLICATION**

See attached.



**BRITISH COLUMBIA**  
The Best Place on Earth

**Ministry of Finance**  
BC Registry Services

Mailing Address:  
PO Box 9431 Stn Prov Govt  
Victoria, BC V8W 9V3  
Location:  
2nd Floor - 940 Blanshard Street  
Victoria BC  
[www.fin.gov.bc.ca/registries](http://www.fin.gov.bc.ca/registries)

**AMALGAMATION APPLICATION**  
**FORM 13 - BC COMPANY**  
Sections 275  
*Business Corporations Act*

Telephone: 250 356-8626

**DO NOT MAIL THIS FORM to the 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](http://www.corporateonline.gov.bc.ca)**

***Freedom of Information and Protection of Privacy Act (FOIPPA):***  
Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 250 356-1198, 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 the amalgamation?  
(Check all applicable boxes.)

BC company

BC unlimited liability company

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

The name \_\_\_\_\_ is the name reserved for the amalgamated company.  
The name reservation number is: \_\_\_\_\_, OR

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

The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.  
The name of the amalgamating company being adopted is:  
Copeland Biosciences Corp.  
The incorporation number of that company is: BC1183023

*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 the amalgamation.*

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

**OR**

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

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

- The amalgamation is to take effect at the time that this application is filed with the registrar.
- The amalgamation is to take effect at 12:01 a.m. Pacific Time on \_\_\_\_\_ 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 \_\_\_\_\_ 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. Copeland Biosciences Corp.	BC1183023	
2. 1209908 B.C. Ltd.	BC1209908	

**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. Glenn Copeland	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED (YYYY / MM / DD)
2. Martin Dallaire	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.  
 B.C. Inc.

### B. TRANSLATION OF COMPANY NAME

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

### C. DIRECTOR NAME(S) AND ADDRESS(ES)

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

LAST NAME	FIRST NAME	MIDDLE NAME	DELIVERY ADDRESS INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE	MAILING ADDRESS INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE
Copeland,	Glenn		2200 – 885 West Georgia Street Vancouver, BC V6C 3E8	2200 – 885 West Georgia Street Vancouver, BC V6C 3E8

### D. REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE (INCLUDING BC and POSTAL CODE)  
 2200 – 885 West Georgia Street, Vancouver, BC V6C 3E8

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE (INCLUDING BC and POSTAL CODE)  
 2200 – 885 West Georgia Street, Vancouver, BC V6C 3E8

### E. RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE (INCLUDING BC and POSTAL CODE)  
 2200 – 885 West Georgia Street, Vancouver, BC V6C 3E8

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE (INCLUDING BC and POSTAL CODE)  
 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?
	MAXIMUM NUMBER OF SHARES AUTHORIZED OR NO MAXIMUM NUMBER	PAR VALUE OR WITHOUT PAR VALUE	TYPE OF CURRENCY	YES/NO
Common	no maximum number	without par value	n/a	Yes

**EXHIBIT "B"**  
**ARTICLES OF AMALCO**

See attached.

**Incorporation number:** \_\_\_\_\_

**ARTICLES**

**of**

**B.C. Inc.**

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**ARTICLES**  
**of**  
**B.C. Inc.**  
**(the “Company”)**

The Company will have as its Articles on amalgamation the following Articles.

<b>Full name and signature of director</b>	<b>Date of Signing</b>
Name: _____  Signature: _____	_____, 2018.

**1. INTERPRETATION**

**1.1. Definitions**

In these Articles, unless the context otherwise requires:

- (1) “board of directors”, “directors” and “board” mean the directors or sole director of the Company for the time being;
- (2) “Business Corporations Act” means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (3) “Interpretation Act” means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (4) “legal personal representative” means the personal or other legal representative of a shareholder;
- (5) “registered address” of a shareholder means the shareholder’s address as recorded in the central securities register;
- (6) “seal” means the seal of the Company, if any.

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

The definitions in the Business Corporations Act and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and unless the context

requires otherwise, apply to these Articles as if 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.

## **2. SHARES AND SHARE CERTIFICATES**

### **2.1. Authorized Share Structure**

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

### **2.2. Form of Share Certificate**

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

### **2.3. Shareholder Entitled to Certificate or Acknowledgement**

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

### **2.4. Delivery by Mail**

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

### **2.5. Replacement of Worn Out or Defaced Certificate or Acknowledgement**

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

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

## **2.6. Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement**

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

- (1) proof satisfactory to them that the share certificate or acknowledgement is lost, stolen or destroyed; and
- (2) any indemnity the directors consider adequate.

## **2.7. Splitting Share Certificates**

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

## **2.8. Certificate Fee**

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

## **2.9. Recognition of Trusts**

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

## **3. ISSUE OF SHARES**

### **3.1. Directors Authorized**

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

### **3.2. Commissions and Discounts**

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the

Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

### **3.3. Brokerage**

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

### **3.4. Conditions of Issue**

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

- (1) consideration is provided to the Company for the issue of the share by one or more of the following:
  - (a) past services performed for the Company;
  - (b) property;
  - (c) money; and
- (2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

### **3.5. Share Purchase Warrants and Rights**

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

## **4. SHARE REGISTERS**

### **4.1. Central Securities Register**

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

### **4.2. Closing Register**

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

## **5. SHARE TRANSFERS**

### **5.1. Registering Transfers**

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

- (1) a duly signed instrument of transfer in respect of the share;
- (2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate;
- (3) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement; and
- (4) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, the due signing of the instrument of transfer and the right of the transferee to have the transfer registered.

### **5.2. Form of Instrument of Transfer**

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

### **5.3. 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.

### **5.4. Signing of Instrument of Transfer**

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

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

### **5.5. Enquiry as to Title Not Required**

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named

as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

## **5.6. Transfer Fee**

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

## **6. TRANSMISSION OF SHARES**

### **6.1. Legal Personal Representative Recognized on Death**

In case of the death of a shareholder, the legal personal representative of the shareholder, 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 proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

### **6.2. Rights of Legal Personal Representative**

The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the Business Corporations Act and the directors have been deposited with the Company. 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. PURCHASE OF SHARES**

### **7.1. Company Authorized to Purchase Shares**

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

### **7.2. Purchase When Insolvent**

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

- (1) the Company is insolvent; or
- (2) making the payment or providing the consideration would render the Company insolvent.

### **7.3. Sale and Voting of Purchased Shares**

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

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

## **8. BORROWING POWERS**

The Company, if authorized by the directors, may:

- (1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

## **9. ALTERATIONS**

### **9.1. Alteration of Authorized Share Structure**

Subject to Article 9.2 and the Business Corporations Act, the Company may by special resolution:

- (1) 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;
- (2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (4) if the Company is authorized to issue shares of a class of shares with par value:
  - (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;

- (5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (6) alter the identifying name of any of its shares; or
- (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the Business Corporations Act;

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

## **9.2. Special Rights and Restrictions**

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

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

and alter its Articles and Notice of Articles accordingly.

## **9.3. Change of Name**

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

## **9.4. Other Alterations**

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

# **10. MEETINGS OF SHAREHOLDERS**

## **10.1. Annual General Meetings**

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

## **10.2. Resolution Instead of Annual General Meeting**

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this

Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

### **10.3. Calling and Location of Meetings of Shareholders**

The directors may, at any time, call a meeting of shareholders. The location of a meeting of shareholders shall be determined by the directors and may be within or outside British Columbia.

### **10.4. Notice for Meetings of Shareholders**

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

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

### **10.5. Record Date for Notice**

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

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

If no record date is set, the record date is 5 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.

### **10.6. Record Date for Voting**

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

### **10.7. 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 may agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting, unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

### **10.8. Notice of Special Business at Meetings of Shareholders**

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

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

### **10.9. Notice of Dissent Rights**

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

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

## **11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS**

### **11.1. Special Business**

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

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

- (b) consideration of any financial statements of the Company presented to the meeting;
- (c) consideration of any reports of the directors or auditor;
- (d) the setting or changing of the number of directors;
- (e) the election or appointment of directors;
- (f) the appointment of an auditor;
- (g) the setting of the remuneration of an auditor;
- (h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
- (i) any other business which, under these Articles or the Business Corporations Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

### **11.2. Special Majority**

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

### **11.3. Quorum**

Subject to the special rights and restrictions attached to the shares of any class or series of shares and to Article 11.4, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% 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:

- (1) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (2) that shareholder, present in person or by proxy, may constitute the meeting.

### **11.5. 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 (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the 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 chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

**11.7. Lack of Quorum**

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

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

**11.8. Lack of Quorum at Succeeding Meeting**

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

**11.9. Chair**

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

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

**11.10. Selection of Alternate Chair**

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

**11.11. Adjournments**

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

### **11.12. Notice of Adjourned Meeting**

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

### **11.13. 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 chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

### **11.14. Declaration of Result**

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

### **11.15. Motion Need Not be Seconded**

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

### **11.16. Casting Vote**

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

### **11.17. Manner of Taking Poll**

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

- (1) the poll must be taken:
  - (a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
  - (b) in the manner, at the time and at the place that the chair of the meeting directs;
- (2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (3) the demand for the poll may be withdrawn by the person who demanded it.

**11.18. Demand for Poll on Adjournment**

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

**11.19. Chair Must Resolve Dispute**

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

**11.20. Casting of Votes**

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

**11.21. No Demand for Poll on Election of Chair**

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

**11.22. Demand for Poll Not to Prevent Continuance of Meeting**

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

**11.23. Retention of Ballots and Proxies**

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

**12. VOTES OF SHAREHOLDERS****12.1. Number of Votes by Shareholder or by Shares**

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

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

**12.2. Votes of Persons in Representative Capacity**

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the

person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

### **12.3. Votes by Joint Holders**

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

- (1) 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
- (2) 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 an individual person to act as its representative at any meeting of shareholders of the Company, and:

- (1) for that purpose, the instrument appointing a representative must be received:
  - (a) 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
  - (b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;
- (2) if a representative is appointed under this Article 12.5:
  - (a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the 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
  - (b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

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

## **12.6. Proxy Provisions Do Not Apply to All Companies**

If and for so long as the Company is a public company Articles 12.7 to 12.15 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states of the United States that is applicable to the Company and insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation.

## **12.7. Appointment of Proxy Holders**

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

## **12.8. Alternate Proxy Holders**

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

## **12.9. When Proxy Holder Need Not Be Shareholder**

If and for so long as the Company is not a public company, a person may only be appointed as a proxy holder if the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

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

## **12.10. Deposit of Proxy**

A proxy for a meeting of shareholders must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, 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
- (2) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

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

### 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:

- (1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or
- (2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

### 12.12. Form of Proxy

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

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

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

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

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

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

#### **12.14. Revocation of Proxy Must Be Signed**

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

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

#### **12.15. Production of Evidence of Authority to Vote**

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

### **13. DIRECTORS**

#### **13.1. First Directors; Number of Directors**

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

- (1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;
- (2) if the Company is a public company, the greater of three and the most recently set of:
- (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
  - (b) the number of directors set under Article 14.4;
- (3) if the Company is not a public company, the most recently set of:
- (a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
  - (b) the number of directors set under Article 14.4.

#### **13.2. Change in Number of Directors**

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

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

- (2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may, subject to Article 14.8, appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

### **13.3. Directors' Acts Valid Despite Vacancy**

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

### **13.4. Qualifications of Directors**

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

### **13.5. Remuneration of Directors**

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

### **13.6. Reimbursement of Expenses of Directors**

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

### **13.7. Special Remuneration for Directors**

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

### **13.8. Gratuity, Pension or Allowance on Retirement of Director**

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or 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:

- (1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

#### **14.2. Consent to be a Director**

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

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

#### **14.3. Failure to Elect or Appoint Directors**

If:

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

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

- (3) when his or her successor is elected or appointed; and
- (4) when he or she otherwise ceases to hold office under the Business Corporations Act or these Articles.

#### **14.4. Places of Retiring Directors Not Filled**

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

#### **14.5. Directors May Fill Casual Vacancies**

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

#### **14.6. Remaining Directors' Power to Act**

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

#### **14.7. Shareholders May Fill Vacancies**

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

#### **14.8. Additional Directors**

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

- (1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

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

#### **14.9. Ceasing to be a Director**

A director ceases to be a director when:

- (1) the term of office of the director expires;
- (2) the director dies;
- (3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (4) the director is removed from office pursuant to Articles 14.10 or 14.11.

#### **14.10. Removal of Director by Shareholders**

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

the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

#### **14.11. Removal of Director by Directors**

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director 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 or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

#### **15.2. Notice of Meetings**

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

#### **15.3. Alternate for More Than One Director Attending Meetings**

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

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

#### **15.4. Consent Resolutions**

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

#### **15.5. Alternate Director Not an Agent**

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

#### **15.6. Revocation of Appointment of Alternate Director**

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

#### **15.7. Ceasing to be an Alternate Director**

The appointment of an alternate director ceases when:

- (1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (2) the alternate director dies;
- (3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (4) the alternate director ceases to be qualified to act as a director; or
- (5) his or her appointor revokes the appointment of the alternate director.

#### **15.8. Remuneration and Expenses of Alternate Director**

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

### **16. POWERS AND DUTIES OF DIRECTORS**

#### **16.1. Powers of Management**

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

#### **16.2. Appointment of Attorney of Company**

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee

of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

## **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, must disclose the nature and extent of the conflict as required by the Business Corporations Act.

### **17.5. Director Holding Other Office in the Company**

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

### **17.6. No Disqualification**

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

### **17.7. Professional Services by Director or Officer**

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

### **17.8. Director or Officer in Other Corporations**

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

## **18. PROCEEDINGS OF DIRECTORS**

### **18.1. Meetings of Directors**

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

### **18.2. Voting at Meetings**

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

### **18.3. Chair of Meetings**

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

- (1) the chair of the board, if any;
- (2) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (3) any other director chosen by the directors if:
  - (a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

- (b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
- (c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that 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:

- (1) in person;
- (2) by telephone; or
- (3) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all the directors participating in the meeting, whether in person, by telephone or by 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 must, call a meeting of the directors at any time.

#### **18.6. Notice of Meetings**

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

#### **18.7. When Notice Not Required**

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

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

#### **18.8. Meeting Valid Despite Failure to Give Notice**

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

### **18.9. Waiver of Notice of Meetings**

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

Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting, unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

### **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 two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

### **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:

- (1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or
- (2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

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

## **19. EXECUTIVE AND OTHER COMMITTEES**

### **19.1. Appointment and Powers of Executive Committee**

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

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

### **19.2. Appointment and Powers of Other Committees**

The directors may, by resolution:

- (1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:
  - (a) the power to fill vacancies in the board of directors;
  - (b) the power to remove a director;
  - (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
  - (d) the power to appoint or remove officers appointed by the directors; and
- (3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

### **19.3. Obligations of Committees**

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

- (1) conform to any rules that may from time to time be imposed on it by the directors; and
- (2) report every act or thing done in exercise of those powers at such times as the directors may require.

#### **19.4. Powers of Board**

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

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

#### **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:

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

### **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:

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

### **20.3. Qualifications**

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

### **20.4. Remuneration and Terms of Appointment**

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

## **21. INDEMNIFICATION**

### **21.1. Definitions**

In this Article 21:

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

### **21.2. Mandatory Indemnification of Eligible Parties**

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

### **21.3. Indemnification of Other Persons**

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

### **21.4. Non-Compliance with Business Corporations Act**

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

### **21.5. Company May Purchase Insurance**

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

- (1) is or was a director, alternate director, officer, employee or agent of the Company;
- (2) 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;
- (3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

## **22. DIVIDENDS**

### **22.1. Payment of Dividends Subject to Special Rights**

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

### **22.2. Declaration of Dividends**

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

### **22.3. No Notice Required**

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

### **22.4. Record Date**

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which

the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

#### **22.5. Manner of Paying Dividend**

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

#### **22.6. Settlement of Difficulties**

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

- (1) set the value for distribution of specific assets;
- (2) 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
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

#### **22.7. When Dividend Payable**

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

#### **22.8. Dividends to be Paid in Accordance with Number of Shares**

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

#### **22.9. Receipt by Joint Shareholders**

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

#### **22.10. Dividend Bears No Interest**

No dividend bears interest against the Company.

#### **22.11. Fractional Dividends**

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

#### **22.12. Payment of Dividends**

Any dividend or other distribution payable in 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**

### **23.1. Recording of Financial Affairs**

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

### **23.2. Inspection of Accounting Records**

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

## **24. NOTICES**

### **24.1. Method of Giving Notice**

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

- (1) mail addressed to the person at the applicable address for that person as follows:
  - (a) for a record mailed to a shareholder, the shareholder's registered address;
  - (b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
  - (c) in any other case, the mailing address of the intended recipient;
- (2) delivery at the applicable address for that person as follows, addressed to the person:
  - (a) for a record delivered to a shareholder, the shareholder's registered address;
  - (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the

delivery address provided by the recipient for the sending of that record or records of that class;

- (c) in any other case, the delivery address of the intended recipient;
- (3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) sending the record by e-mail to the e-mail address provided by the intended recipient for the sending of that record or records of that class;
- (5) physical delivery to the intended recipient.

#### **24.2. Deemed Receipt**

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

- (1) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 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;
- (2) 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
- (3) e-mailed to a person to the e-mail address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

#### **24.3. Certificate of Sending**

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

#### **24.4. Notice to Joint Shareholders**

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing 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:

- (1) mailing the record, addressed to them:
  - (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

- (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

#### **24.6. 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 shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

### **25. SEAL**

#### **25.1. Who May Attest Seal**

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

- (1) any two directors;
- (2) any officer, together with any director;
- (3) if the Company only has one director, that director; or
- (4) any one or more directors or officers or persons as may be determined by the directors.

#### **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. Application**

Article 26.2 does not apply to the Company if and for so long as it is a public company.

### **26.2. Consent Required for Transfer of Shares or Designated Securities**

No securities of the Company other than non-convertible debt securities of the Company shall be transferred without the consent of the directors expressed by resolution and the directors shall not be required to give any reason for refusing to consent to any such transfer.

## **27. SPECIAL RIGHTS AND RESTRICTIONS ATTACHING TO THE COMMON SHARES**

The Common shares of the Company shall have attached thereto the following special rights and restrictions:

### **27.1. Voting**

The registered holders of the Common shares shall be entitled to receive notice of and to attend all general meetings of the shareholders of the Company and shall have the right to vote, either in person or by proxy, at any such meeting on the basis of one vote for each Common share held.

### **27.2. Dividends**

Subject to the rights of the registered holders of the Preferred shares, the registered holders of the Common shares shall be entitled to receive dividends, if and when declared by the directors, out of any or all profits or surplus of the Company properly available for the payment of dividends. The Directors may at any time declare and authorize the payment of such dividends exclusively on the Common shares.

### **27.3. Liquidation, Dissolution, and Winding-Up**

Subject to the rights of the registered holders of the Preferred shares, in the event of the liquidation, dissolution or winding-up or other distribution of the assets of the Company among its shareholders for the purpose of winding up the affairs of the Company, whether voluntary or involuntary, the registered holders of the Common shares shall be entitled to share, *pari passu*, on a share for share basis, in the distribution of the remaining property or assets of the Company.