



**MERGER AGREEMENT**

**THIS MERGER AGREEMENT** is dated effective as of September 11, 2024,

**BETWEEN:**

**ONE BULLION LIMITED**, a corporation existing under the laws of Ontario, Canada  
("OBL")

**AND:**

**IMPERIAL GINSENG PRODUCTS LTD.**, a corporation existing under the laws of  
British Columbia, Canada  
("Imperial")

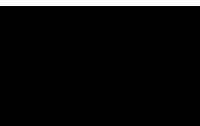
**AND:**

**1000975360 ONTARIO INC.**, a corporation existing under the laws of Ontario,  
Canada  
("Imperial AcquisitionCo")

**WHEREAS:**

- A. Imperial and OBL are parties to the Letter of Intent;
- B. Imperial AcquisitionCo is a wholly-owned subsidiary of Imperial;
- C. Imperial wishes to acquire all of the issued and outstanding securities of OBL through the Amalgamation of OBL and Imperial AcquisitionCo pursuant to the terms set out in the Amalgamation Agreement attached as Schedule A hereto;
- D. at the Effective Time, among other things, the outstanding OBL Shares will be exchanged for Imperial Post-Consolidation Shares in accordance with the provisions of this Agreement and the Amalgamation Agreement; and
- E. following the Amalgamation, it is the intent of the Parties that the Resulting Issuer Shares will be listed on the TSXV.

**NOW THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants, agreements and promises contained in this Agreement and for other good and valuable consideration, the



receipt and sufficiency of which are hereby acknowledged by the Parties to this Agreement, the Parties agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following terms will have the meanings hereinafter set forth:

- (a) **"Alternative Transaction"** means, other than in connection with the transactions contemplated in this Agreement, including, but not limited to, the Amalgamation and Concurrent Financing, any transaction resulting in, or offer, proposal or inquiry relating to, or any Person's indication of interest in: (i) the sale, license, disposition, or acquisition of all or a material portion of the business or Assets of OBL, Imperial AcquisitionCo or Imperial; (ii) other than pursuant to the exercise or conversion of convertible securities of OBL outstanding prior to the date hereof, the issuance, disposition, or acquisition by any of OBL, Imperial or Imperial AcquisitionCo of (A) any capital stock or other equity security of OBL, Imperial AcquisitionCo, or Imperial, (B) any subscription, option, call, warrant, preemptive rights, right of first refusal, or any other right (whether or not exercisable) to acquire any equity security of OBL, Imperial AcquisitionCo, or Imperial, or (C) any security, instrument or obligation that is or may become convertible into or exchangeable for any equity security of OBL, Imperial AcquisitionCo, or Imperial; or (iii) any merger, consolidation, business combination, reorganization, or similar transaction involving OBL, Imperial AcquisitionCo, or Imperial.
- (b) **"Agreement"** means this merger agreement, including all Schedules, as it may be supplemented or amended by written agreement among the Parties.
- (c) **"Amalco"** means the corporation resulting from the Amalgamation.
- (d) **"Amalco Shares"** means the common shares without par value in the capital of Amalco.
- (e) **"Amalgamating Companies"** means Imperial AcquisitionCo and OBL.
- (f) **"Amalgamation"** means the amalgamation of the Amalgamating Companies under Section 174 of the OBCA upon the terms and subject to the conditions set forth in the Amalgamation Agreement, as contemplated by this Agreement.
- (g) **"Amalgamation Agreement"** means the amalgamation agreement between Imperial, Imperial AcquisitionCo and OBL substantially in the form attached as Schedule A, including the recitals, schedules and exhibits thereto, as the same may be amended, modified or supplemented in accordance with its terms.
- (h) **"Amalgamation Application"** means the articles of amalgamation to be filed by the Amalgamating Companies with the Registrar in accordance with the OBCA.
- (i) **"Assets"** means, with respect to a Party to this Agreement, all property (tangible or intangible) owned, leased or otherwise held for or used by the Party in the operation of its business.
- (j) **"Associate"** has the meaning ascribed thereto in the Securities Act.
- (k) **"Authorizations"** means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a

statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of any Governmental Authority, regulatory agency or self-regulatory organizations required by OBL, Imperial AcquisitionCo, or Imperial in connection with the completion of the Amalgamation and the transactions contemplated by this Agreement.

- (l) "**BCBCA**" means the *Business Corporations Act* (British Columbia).
- (m) "**Books and Records**" means all books and records of OBL or Imperial, as applicable, and all copies of Material Contracts, deeds or instruments, evidence of ownership and other material documents relating to and used or held for use by either Imperial, or OBL in connection with its Assets or the Business, as applicable, whether in print, stored electronically or otherwise.
- (n) "**Broker Warrants**" means the broker warrants to be issued by OBL to the agents acting in connection with the Concurrent Financing, each of which entitles the holder thereof to acquire 8% of the aggregate number of OBL Shares sold to persons introduced to the Company by the agent. The Broker Warrants will have an exercise price of \$0.80 for a period of three years;
- (o) "**Business**" means the business currently carried on, conducted and operated by OBL, as of the date of this Agreement, being the exploration and development of mineral exploration properties in Botswana.
- (p) "**Business Day**" means any day other than a Saturday or Sunday or a statutory or civic holiday in the cities of Vancouver, British Columbia or Toronto, Ontario.
- (q) "**CF Closing Date**" means the date of the closing of the Concurrent Financing.
- (r) "**Closing Documents**" has the meaning ascribed thereto in Section 8.1.
- (s) "**Closing Date**" means the date of the closing of the Amalgamation pursuant to the terms of this Agreement.
- (t) "**Concurrent Financing**" has the meaning ascribed thereto in Section 2.1.
- (u) "**Consents**" means all consents, approvals or other waivers, as applicable, from any party to any contracts, leases, licenses, permits, agreements or other arrangements that directly relate to the business of OBL, Imperial AcquisitionCo, or Imperial, and that are necessary or advisable in connection with the execution of this Agreement, or the performance of any terms hereof or any document delivered pursuant hereto, or the completion of any of the transactions contemplated by this Agreement and the Amalgamation Agreement.
- (v) "**Constating Documents**" means the charter, the memorandum, the articles of association, the articles of incorporation, the articles of continuance, the articles of amalgamation, notice of articles, by-laws or any other instrument pursuant to which a corporation, partnership, trust or other Person is created, incorporated, continued, amalgamated or otherwise established, as the case may be, and/or which governs in whole or in part such Person's affairs, together with any amendments thereto.
- (w) "**Convertible Debentures**" means the convertible debentures of OBL listed in the OBL Disclosure Letter.
- (x) "**Designated Shareholders**" means, collectively, Stephen McCoach, Maurice Levesque, Cam Hui and David Mears, at any time prior to the Effective Time.

- (y) **"Disclosure Document"** means a document containing the information in respect of the Parties and the transactions contemplated by this Agreement in a form prescribed by TSXV.
- (z) **"Disclosure Letters"** means the OBL Disclosure Letter and Imperial Disclosure Letter, collectively.
- (aa) **"Dissent Rights"** means the rights of dissent provided to OBL Shareholders in respect of the Amalgamation provided for pursuant to Section 185 of the OBCA.
- (bb) **"Dissenting OBL Share"** means a OBL Share held by a Dissenting Shareholder.
- (cc) **"Dissenting Shareholder"** means a OBL Shareholder who validly exercises their Dissent Rights, and becomes entitled to receive, if the Amalgamation is completed, the fair value of such OBL Shareholders' Dissenting OBL Shares, provided such OBL Shareholder has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights or otherwise failed to comply with the requirements of the OBCA.
- (dd) **"Effective Date"** means the effective date of the Amalgamation, as set forth in and indicated on the certificate of amalgamation issued by the Registrar and giving effect to the Amalgamation.
- (ee) **"Effective Time"** means 12:01 a.m. (Toronto time) on the Effective Date.
- (ff) **"Employment Agreements"** means any employment, consulting, severance pay, continuation pay, termination pay, change of control or indemnification agreements or other similar agreements of any nature whatsoever.
- (gg) **"Encumbrances"** has the meaning ascribed in Section 3.1(v).
- (hh) **"Environmental Laws"** means all applicable Laws whether foreign or domestic, including applicable common law and civil law, for the protection of the natural environment and human health and safety and for the regulation of contaminants, pollutants, waste, toxic and hazardous substances.
- (ii) **"Execution Date"** means the date of the execution by all Parties of this Agreement.
- (jj) **"General Authority"** has the meaning ascribed in Schedule B.
- (kk) **"Governmental 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 TSXV.
- (ll) **"IFRS"** means the International Financial Reporting Standards issued by the International Accounting Standards Board and interpretations of the International Financial Reporting Interpretations Committee.
- (mm) **"Imperial AcquisitionCo Amalgamation Resolution"** means the resolution of Imperial, as the sole shareholder of Imperial AcquisitionCo, approving the Amalgamation, substantially in the form and content of Schedule B.
- (nn) **"Imperial AcquisitionCo Share"** means a common share in the capital of Imperial AcquisitionCo.

- (oo) **"Imperial Authorizing Resolution"** means the resolutions of the Imperial Shareholders (i) increasing the size of the board of directors of Imperial to five directors; (ii) appointing the proposed directors of the Resulting Issuer in accordance with Section 2.8; and (iii) appointing a new auditor determined by OBL, in each case, subject to the completion of the Amalgamation and with effect as of the Effective Time.
- (pp) **"Imperial Broker Warrants"** means broker warrants of Imperial;
- (qq) **"Imperial Consolidation"** means the consolidation of all of the issued and outstanding Imperial Pre-Consolidation Shares on the basis of 0.333333 Imperial Post-Consolidation Shares for every one Imperial Pre-Consolidation Share.
- (rr) **"Imperial Disclosure Letter"** means the letter dated the date of this Agreement from Imperial to OBL delivered concurrently with this Agreement.
- (ss) **"Imperial Financial Statements"** means Imperial's audited financial statements as at and for the financial years ended June 30, 2023, and 2022, and such other financial statements of Imperial that may be reasonably required in order to facilitate the approval of the Amalgamation by the TSXV and listing of the Resulting Issuer Shares on the TSXV following completion of the Amalgamation.
- (tt) **"Imperial Material Contracts"** has the meaning ascribed in Section 3.2(II).
- (uu) **"Imperial Meeting"** has the meaning ascribed thereto in Section 2.3.
- (vv) **"Imperial Meeting Notice"** has the meaning ascribed thereto in Section 2.3.
- (ww) **"Imperial Options"** means the incentive stock options of Imperial.
- (xx) **"Imperial Post-Consolidation Shares"** means the common shares in the capital of Imperial immediately following the Imperial Consolidation.
- (yy) **"Imperial Pre-Consolidation Shares"** means the common shares in the capital of Imperial as constituted as of the date hereof and prior to the Imperial Consolidation.
- (zz) **"Imperial Public Disclosure Record"** means all press releases, material change reports, material contracts, management proxy circulars, financial statements, management's discussion & analyses, prospectuses and all other documents required by applicable Laws to be filed by or on behalf of Imperial on SEDAR.
- (aaa) **"Imperial Shareholder Resolution"** means the resolution of the Imperial Shareholders approving the Transaction.
- (bbb) **"Imperial Shareholders"** means the registered holders of Imperial Pre-Consolidation Shares or Imperial Post-Consolidation Shares, as applicable, and **"Imperial Shareholder"** will mean any of the Imperial Shareholders.
- (ccc) **"Imperial Voting Support Agreement"** means the voting support agreements to be entered into between OBL and each of the Designated Shareholders, in form and substance acceptable to OBL acting reasonably, providing that such Designated Shareholders shall vote the Imperial Pre-Consolidation Shares or Imperial Post-Consolidation Shares, as applicable, in favour of the transactions contemplated by this Agreement, including the Omnibus Plan Resolution, the Imperial Authorizing Resolution and, if required by the TSXV, the Imperial Shareholder Resolution.
- (ddd) **"Imperial Warrants"** means share purchase warrants of Imperial.

- (eee) **"Indemnification Claim"** has the meaning ascribed to it in Section 9.4.
- (fff) **"Indemnifying Parties"** has the meaning ascribed in Section 9.1.
- (ggg) **"Indemnitees"** has the meaning ascribed in Section 9.1.
- (hhh) **"Intellectual Property Rights"** has the meaning ascribed in Section 3.1(ff).
- (iii) **"Law"** means any federal, provincial, local, municipal, state, foreign or other administrative statute, law, order, constitution, ordinance, principle of common law, regulation, rule or treaty.
- (jjj) **"Letter of Intent"** means the letter of intent dated March 14, 2024, between Imperial and OBL contemplating the Amalgamation and the other transactions contemplated by this Agreement.
- (kkk) **"Lien"** means any mortgage, hypothec, lien, security interest, lease, option, right of third parties or other charge or encumbrance whatsoever, including the lien or retained title of a conditional vendor and any easement, right of way or other encumbrance on title to real property.
- (lll) **"Losses"** means actual out of pocket losses (other than loss of profits), damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers; provided, however, that **"Losses"** does not include punitive damages, except to the extent actually awarded to a Governmental Authority or other third party.
- (mmm) **"Material Adverse Change"** means any change (or any condition, event or development involving a prospective change) in the business, operations, affairs, assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, financial condition, prospects, licenses, permits, rights or privileges, of a corporation or any of its subsidiaries which could reasonably be expected to materially and adversely affect such corporation and its subsidiaries taken as a whole.
- (nnn) **"Material Contract"** means, in relation to OBL, the contracts and agreements listed in the OBL Disclosure Letter and, in relation to Imperial and Imperial AcquisitionCo, the contracts and agreements filed as material contracts on Imperial's SEDAR profile and forming part of the Imperial Public Disclosure Record.
- (ooo) **"material fact", "material change" and "misrepresentation"** have the meaning ascribed thereto in the Securities Act.
- (ppp) **"Mineral Rights"** has the meaning ascribed in Section 3.1(gg).
- (qqq) **"Name Change"** has the meaning ascribed thereto in Section 2.10.
- (rrr) **"New Plan"** means the omnibus equity incentive plan of Imperial to be adopted by Imperial in a form acceptable to OBL.
- (sss) **"OBCA"** means the *Business Corporations Act* (Ontario).
- (ttt) **"OBL Amalgamation Resolution"** means the resolution of OBL Shareholders passed at the OBL Meeting approving the Amalgamation.

- (uuu) "**OBL Balance Sheet**" has the meaning ascribed thereto in Section 3.1(y)(i).
- (vvv) "**OBL CF Warrants**" means the share purchase warrants of OBL to be issued pursuant to the Concurrent Financing, each entitling the holder to acquire one OBL Share at an exercise price of \$0.80 for a period of two years.
- (www) "**OBL DB Warrants**" means the share purchase warrants of OBL to be issued upon conversion of the Convertible Debentures immediately prior to the Effective Time, each entitling the holder to acquire one OBL Share at an exercise price of \$0.80 for a period of 2 years.
- (xxx) "**OBL Disclosure Letter**" means the letter dated the date of this Agreement from OBL to Imperial delivered concurrently with this Agreement.
- (yyy) "**OBL Financial Statements**" means the audited financial statements of OBL as at and for the financial year ended December 31, 2023, the unaudited interim financial statements of OBL as at and for the six months ended June 30, 2024, and such other financial statements of OBL that may be reasonably required in order to facilitate the approval of the Amalgamation by the TSXV and the listing of the Resulting Issuer Shares on the TSXV following the Amalgamation.
- (zzz) "**OBL Material Contracts**" has the meaning ascribed in Section 3.1(dd).
- (aaaa) "**OBL Meeting**" has the meaning ascribed thereto in Section 2.2.
- (bbbb) "**OBL Meeting Notice**" has the meaning ascribed thereto in Section 2.2.
- (cccc) "**OBL Options**" means the incentive stock options of OBL listed in the OBL Disclosure Letter.
- (dddd) "**OBL Property**" has the meaning ascribed in Section 3.1(gg).
- (eeee) "**OBL Shareholders**" means the registered holders of OBL Shares immediately prior to the Effective Time, including any holders of OBL Shares received in connection with the Concurrent Financing; and "**OBL Shareholder**" will mean any of the OBL Shareholders.
- (ffff) "**OBL Shares**" means the common shares in the capital of OBL.
- (gggg) "**OBL Unit**" means a unit of OBL to be issued in the Concurrent Financing, each consisting of one OBL Share and one OBL CF Warrant.
- (hhhh) "**OBL Warrants**" means the share purchase warrants of OBL listed in the OBL Disclosure Letter.
- (iiii) "**Omnibus Plan Resolution**" means the resolutions of the Imperial Shareholders authorizing the adoption of the New Plan, subject to the completion of the Amalgamation.
- (jjjj) "**Other Party**" means OBL in relation to Imperial, and Imperial and Imperial AcquisitionCo, collectively, in relation to OBL.
- (kkkk) "**Outside Date**" means December 31, 2024, or such later date as may be agreed upon in writing by OBL and Imperial.
- (llll) "**Party**" means a party to this Agreement and "**Parties**" means two or more of them, collectively.

- (mmmm) **"Permit"** means any license, permit, certificate, consent, order, grant, approval, classification, registration, flagging or other authorization of and from any Governmental Authority.
- (nnnn) **"Permitted Encumbrances"** means:
- (i) minor title defects or irregularities or servitudes, easements, restrictions, encroachments, covenants, rights of way and other similar rights or restrictions in real property or mineral property, or any interest therein, whether registered or unregistered, provided the same are not of such nature as to materially impair the operation or enjoyment of the OBL Property or Mineral Rights for mineral exploration, development and mining purposes;
  - (ii) undetermined or inchoate liens, charges and privileges (including mechanics', construction, carriers', workers', repairers', storers' or similar liens) which individually or in the aggregate are not material, arising or incurred in the ordinary course of business of OBL;
  - (iii) statutory liens, adverse claims or Encumbrances of any nature whatsoever claimed or held by any Governmental Authority that have not at the time been filed or registered against the title to the OBL Property or Mineral Rights or served upon OBL or any of its affiliates pursuant to Law or that relate to obligations not due or delinquent, save and except for statutory liens, adverse claims or Encumbrances related to Taxes which are due and payable; and
  - (iv) the reservations, limitations and exceptions in (i) any original grants from any Governmental Authority of any real property or mineral property or interest therein and statutory exceptions to title that do not materially detract from the value of the OBL Property or Mineral Rights or materially impair the operation or enjoyment of the OBL Property or Mineral Rights for mineral exploration, development and mining purposes; and (ii) any original agreements or orders pursuant to which OBL or any of its affiliates acquired their respective interests in any real property, mineral property or interest therein.
- (oooo) **"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, Governmental Authority, syndicate or other entity, whether or not having legal status.
- (pppp) **"Proceeding"** means an action, claim, suit, investigation or proceeding (including, without limitation, an investigation or partial proceeding, such as a deposition), whether commenced or threatened.
- (qqqq) **"Registrar"** means the Ontario Business Registry.
- (rrrr) **"Representative"** means, as to any Party, such Party's subsidiaries and affiliates and its directors, officers, employees, agents and advisors (including without limitation, financial advisors, counsel and accountants).
- (ssss) **"Resulting Issuer"** means Imperial immediately after the Effective Time.
- (tttt) **"Resulting Issuer Shares"** means Imperial Post-Consolidation Shares as they are constituted immediately after the Effective Time.
- (uuuu) **"Securities Act"** means the *Securities Act* (British Columbia).

(vvvv) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators.

(wwww) "**Tax**" or, collectively, "**Taxes**" means any and all federal, state, provincial, local and foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, taxable income, profits, sales, use and occupation, and value added, ad valorem, goods and services, employer health, capital gains, transfer, franchise, withholding, payroll, recapture, employment, excise, capital, lease, service, license, severance, stamp, occupation, premium, environmental, windfall profit and property taxes, customs, duties and other taxes, governmental fees and other like assessments or charges of any kind whatsoever, including Canada Pension Plan or provincial pension plan premiums and employment insurance payments, together with all interest, penalties and additions imposed with respect to such amounts and any obligations under any agreements or arrangements with any other Person with respect to such amounts and including any liability for taxes of a predecessor entity.

(xxxx) "**Tax Return**" means all returns, information returns, reports, declarations, elections, notices, filings, forms, statements and other documents and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes.

(yyyy) "**Transaction**" means the Amalgamation and all other transactions contemplated by this Agreement.

(zzzz) "**Transfer Agent**" means Computershare Trust Company of Canada, the transfer agent and registrar for the Imperial Pre-Consolidation Shares, or, as applicable, or such other transfer agent and registrar as may be appointed for the Resulting Issuer Shares.

(aaaa) "**TSXV**" means the TSX Venture Exchange.

(bbbb) "**Working Capital**" means the current assets of a Party minus its current liabilities, as calculated in accordance with IFRS.

## 1.2 Schedules

This Agreement contains the following schedules, which form an integral part of this Agreement:

Schedule A: Form of Amalgamation Agreement

Schedule B: Imperial AcquisitionCo Amalgamation Resolution

## 1.3 Disclosure Letters

OBL has provided the OBL Disclosure Letter to Imperial, and Imperial has provided the Imperial Disclosure Letter to OBL. The purpose of the Disclosure Letters is to set out qualifications, exceptions and other information called for in this Agreement. The Disclosure Letters are each considered to be confidential information. If a matter is said to be set out, disclosed, listed, described or reflected in a particular Schedule to a Disclosure Letter of a Party, it is deemed to have been sufficiently disclosed to the Other Party if such matter is fully and plainly described in the Disclosure Letter. All disclosures provided in relation to one item in a Disclosure Letter are deemed to also be provided in response to all other relevant items therein.

## 1.4 Corporation, Subsidiaries and Affiliates

When a reference is made in this Agreement to subsidiaries of a corporation or any other entity, the word "subsidiary" means any corporation of which outstanding voting securities carrying more than 50% of the

votes for the election of directors are, or any partnership, joint venture or other entity more than 50% of whose total equity interest is, directly or indirectly, owned by such corporation or such other entity, as the case may be, and such greater than 50% ownership constitutes "control", and "controlling" and "controlled" have corresponding meanings. When a reference is made in this Agreement to "affiliates" of a corporation or any other entity, "affiliate" of any given Person, means a Person that, directly or indirectly, owns a controlling or majority interest in, is owned by, controls or is controlled by, has the power and authority to direct, or is directed by, or is under common ownership with, such given Person.

### **1.5 Number, Gender and Persons**

In this Agreement, words importing the singular number include the plural and *vice versa*, words importing any gender include all genders and words importing persons will include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind.

### **1.6 Interpretations Not Affected by Headings, etc.**

The division of this Agreement into Parts, Sections and other parts and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise indicated, all references to a "Part", "Section" or "Schedule" followed by a number and/or a letter refer to the specified Part, Section or Schedule of this Agreement. The terms "hereof", "hereby", "herein" and "hereunder" and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular Part, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. Any capitalized terms used in any Schedule, but not otherwise defined therein, will have the meaning as defined in this Agreement. Wherever the term "includes" or "including" is used, it will be deemed to mean "includes, without limitation" or "including, without limitation", respectively.

### **1.7 Date for Any Action**

If any date on which any action is required or permitted to be taken hereunder is not a Business Day, such action will be required or permitted to be taken on or by the next succeeding day which is a Business Day, unless otherwise required by Law or the policies of the TSXV.

### **1.8 Time Periods**

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day, unless otherwise required by Law or the policies of the TSXV.

### **1.9 Time and Currency**

All times expressed herein are local time (Vancouver, British Columbia) unless otherwise stipulated. All sums of money, references to "dollars" or "\$" in this Agreement will be in Canadian funds unless otherwise specified.

### **1.10 Knowledge**

Where any representation or warranty in this Agreement is expressly qualified by reference to the knowledge of a Party, it is deemed to refer to the knowledge which such Party has or would have had if it had made a diligent inquiry (including of appropriate officers and directors) as a prudent Person would have considered necessary or advisable as to the matters that are the subject of the representations and warranties.

### 1.11 Statutory References

In this Agreement, unless something in the subject matter or context is inconsistent therewith or unless otherwise herein provided, a reference to any statute, regulation, direction or instrument is to that statute, regulation, direction or instrument as now enacted or as the same may from time to time be amended, re-enacted or replaced, and in the case of a reference to a statute, includes any regulations, rules, policies or directions made thereunder.

### 1.12 No Presumption

The Parties and their counsel have participated jointly in the negotiation and drafting of this Agreement and the Amalgamation Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement and the Amalgamation Agreement are to be construed as if drafted jointly by the Parties. No presumption or burden of proof will arise in favour of any Party by virtue of the authorship of any provision of this Agreement or the Amalgamation Agreement.

## ARTICLE 2 MERGER AND RELATED TRANSACTIONS

### 2.1 Concurrent Financing

Prior to the Effective Time, OBL will undertake a private placement of OBL Units at a price of \$0.50 per OBL Unit to raise aggregate gross proceeds of a minimum of \$3,000,000 and a maximum of \$5,000,000 (the "**Concurrent Financing**"). The size of the Concurrent Financing may be increased at the discretion of OBL.

### 2.2 OBL Shareholder Approval

As soon as reasonably practicable after the date hereof, OBL will establish a record date for (both for notice of, and voting), call, give notice of, convene and hold a special meeting of OBL Shareholders (the "**OBL Meeting**"), in order to consider and vote upon the OBL Amalgamation Resolution and will send out to the OBL Shareholders in respect of the OBL Meeting:

- (a) a notice of the OBL Meeting in accordance with the OBCA (the "**OBL Meeting Notice**");
- (b) the documents and information required under the OBCA to accompany the OBL Meeting Notice; and
- (c) such proxy-related materials as may be necessary or desirable in order to facilitate voting by proxy upon the OBL Amalgamation Resolution by the OBL Shareholders at the OBL Meeting.

### 2.3 Imperial Board and Shareholder Approval

As soon as reasonably practicable after the date hereof, Imperial will establish a record date for (both for notice of, and voting), call, give notice of, convene and hold a special meeting of Imperial Shareholders (the "**Imperial Meeting**") to consider and vote upon the Imperial Authorizing Resolution, the Omnibus Plan Resolution and, if required by the TSXV, the Imperial Shareholder Resolution, and will send out to the Imperial Shareholders in respect of the Imperial Meeting:

- (a) a notice of the Imperial Meeting in accordance with Section 271(2) of the BCBCA (the "**Imperial Meeting Notice**");
- (b) the documents and information required under Section 271(3) of the BCBCA to accompany the Imperial Meeting Notice, which shall include the recommendation of the board of directors of Imperial to Imperial Shareholders to vote in favour of the Imperial Shareholder

Resolution, if applicable, the Imperial Authorizing Resolution and the Omnibus Plan Resolution; and

- (c) such proxy-related materials as may be necessary or desirable in order to facilitate voting by proxy upon the Imperial Shareholder Resolution, if applicable, the Imperial Authorizing Resolution and the Omnibus Plan Resolution by the Imperial Shareholders at the Imperial Meeting.

## **2.4 Imperial AcquisitionCo Shareholder Approval**

Prior to the Effective Time, Imperial will execute the Imperial AcquisitionCo Amalgamation Resolution in its capacity as the sole shareholder of Imperial AcquisitionCo such that the Imperial AcquisitionCo Amalgamation Resolution will constitute a unanimous resolution under the BCBCA of the sole shareholder of Imperial AcquisitionCo approving the Amalgamation.

## **2.5 Amalgamation**

Provided that the conditions precedent in Article 7 that must be satisfied prior to the Effective Time are satisfied or waived (by the Party entitled to waive) and the Closing Documents have been executed and delivered to the satisfaction of the Parties and their counsel, each of Imperial and OBL will, in accordance with and subject to the terms and conditions of this Agreement and the Closing Documents, cause the Amalgamation Application to be filed with the Registrar to effect the Amalgamation pursuant to which:

- (a) prior to the Effective Time, the Imperial Pre-Consolidation Shares will be consolidated on the basis of 0.333333 Imperial Post-Consolidation Shares for each one Imperial Pre-Consolidation Share;
- (b) the Amalgamating Companies will amalgamate by way of statutory amalgamation under the OBCA and continue as one company, being Amalco;
- (c) each issued and outstanding Imperial AcquisitionCo Share will be exchanged for one Amalco Share, and the issued and outstanding Imperial AcquisitionCo Shares will be cancelled;
- (d) the OBL Shareholders (other than Dissenting Shareholders) will receive, as consideration for their OBL Shares (including all OBL Shares issued pursuant to the Concurrent Financing and issued upon conversion of the Convertible Debentures), one Imperial Post-Consolidation Share for each one OBL Share held; and share certificates or written acknowledgements of uncertificated shares representing OBL Shares will be deemed to be immediately cancelled and will represent only the right to receive certificates representing Imperial Post-Consolidation Shares in accordance with the terms and conditions hereof;
- (e) each Dissenting Shareholder will cease to have any rights as a OBL Shareholder other than the right to be paid by Amalco the fair value of the OBL Shares held by the Dissenting Shareholder in accordance with the OBCA;
- (f) each OBL Warrant, OBL CF Warrant and OBL DB Warrant shall thereafter entitle the holder thereof to receive, upon exercise thereof, one Imperial Post-Consolidation Share in lieu of one OBL Share and otherwise on substantially the same terms and conditions;
- (g) each Broker Warrant shall be cancelled and each holder of Broker Warrants will receive, as consideration for their Broker Warrants, Imperial Broker Warrants, each exercisable to acquire one Imperial Post-Consolidation Share for each Imperial Broker Warrant held and otherwise on substantially the same terms and conditions as the Broker Warrants being replaced; every certificate representing a Broker Warrant will be deemed to be cancelled

and will represent only the right to receive a certificate representing one Imperial Broker Warrant for every one cancelled Broker Warrant in accordance with the terms and conditions hereof;

- (h) all OBL Options shall be cancelled and each holder of OBL Options will receive, as consideration for their OBL Options, Imperial Options governed by the New Plan, each exercisable to acquire one Imperial Post-Consolidation Share for each OBL Option previously held and otherwise on substantially the same terms as the OBL Options being replaced; every option certificate or option agreement representing a OBL Option will be deemed to be cancelled and will represent only the right to receive a certificate representing one Imperial Option for every one cancelled OBL Option in accordance with the terms and conditions hereof;
- (i) as consideration for the issuance of the Imperial Post-Consolidation Shares to the OBL Shareholders, Amalco will issue 100 Amalco Shares to Imperial; and
- (j) all of the property, rights, privileges and Assets of each of Imperial AcquisitionCo and OBL will be the property, rights, privileges and assets of Amalco, and Amalco will assume all of the liabilities and obligations of each of Imperial AcquisitionCo and OBL.

## **2.6 Securities and Corporate Law Compliance**

The Parties will diligently do all such acts and things as may be necessary to:

- (a) comply with applicable Laws in relation to the proposal and, if approved, passing of the Imperial AcquisitionCo Amalgamation Resolution, the OBL Amalgamation Resolution, the Imperial Shareholder Resolution, if applicable, the Imperial Authorizing Resolution, and the Omnibus Plan Resolution, as well as all applicable resolutions to give effect to the Imperial Consolidation and the Name Change;
- (b) prepare and submit the Amalgamation Application to the Registrar in accordance with the requirements of the OBCA, including, without limitation, the affidavits required under the OBCA;
- (c) make the necessary filings with, and applications to, the TSXV for the TSXV to approve the Amalgamation and the related matters contemplated hereby, and to list the Imperial Post-Consolidation Shares issuable pursuant to the Amalgamation on the TSXV as soon as reasonably practicable following completion of the Amalgamation; and
- (d) comply with any other orders, registrations, consents, filings, rulings, exemptions, no-action letters and approvals and the preparation of any documents reasonably deemed by any Party to be necessary to discharge its respective obligations or otherwise advisable under applicable Laws in connection with this Agreement or the Amalgamation.

## **2.7 Imperial Consolidation and Issuance of Imperial Post-Consolidation Shares**

Provided that the conditions precedent in Article 7 that are required to be satisfied prior to the Effective Time are satisfied or waived by Imperial, Imperial will, in accordance with and subject to the terms and conditions of this Agreement and the Closing Documents, provide the Transfer Agent with a direction in connection with the Imperial Consolidation as set forth herein, and the issuance of the Imperial Post-Consolidation Shares to be issued to the OBL Shareholders, including participants under the Concurrent Financing, pursuant to the Amalgamation and in accordance with the terms and conditions hereof.

## 2.8 Imperial Board of Directors

Subject to obtaining the requisite approval by Imperial Shareholders of the Imperial Authorizing Resolution, Imperial will procure the resignations of the incumbent directors of Imperial and the appointment of five individuals to be nominated by OBL (subject to confirmation of their suitability to serve as directors by the TSXV and in accordance with applicable Laws) to the board of directors of Imperial with effect as of the Effective Time, including the following:

<u>Name</u>	<u>Address/Mailing Address</u>
Adam Berk	[REDACTED]
Arno Brand	[REDACTED]
Sheldon Inwentash	[REDACTED]
Adrian Morante	[REDACTED]
Peter Sheppard	[REDACTED]

Each director of Imperial appointed pursuant to this Section 2.8 will hold office until the earlier of the next meeting of the shareholders of Imperial after the Effective Time, the date of such individual's resignation from the board of directors of Imperial or until their successor(s) are elected or appointed in accordance with the provisions of Imperial's Constatng Documents and the BCBCA.

## 2.9 Imperial Officers

Imperial will procure the resignations of the incumbent officers of Imperial and the appointment of such officers of Imperial as are nominated by OBL with effect as of the Effective Time, including the following:

<u>Name</u>	<u>Position</u>
Adam Berk	Chief Executive Officer
Arno Brand	Chief Operating Officer
Stephen Woodhead	Chief Financial Officer

## 2.10 Name Change

Prior to the Effective Time, the Resulting Issuer will change its name such name as may be determined by OBL (the "Name Change").

## 2.11 Equity Incentive Plan

Prior to the Effective Date, Imperial will use commercially reasonable best efforts to cause the Omnibus Plan Resolution to be approved at the Imperial Meeting, and Imperial will adopt the New Plan to take effect upon the completion of the Amalgamation. Any OBL Options not exercised to acquire OBL Shares prior to the Effective Time will be exchanged for Imperial Options as set forth in Section 2.5(h).

## 2.12 Payment of Excess Cash

Immediately prior to the Effective Date, the Parties agree that Imperial will pay any cash held by Imperial which exceeds \$150,000 in the amounts and to the Persons designated by the Designated Shareholders.

**ARTICLE 3  
REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties of OBL**

As of the Execution Date and the Closing Date, OBL hereby makes the following representations and warranties and acknowledges that Imperial and Imperial AcquisitionCo are relying upon such representations and warranties for the purpose of entering into this Agreement:

- (a) OBL is a corporation duly incorporated, validly existing and in good standing under the OBCA;
- (b) OBL is duly registered and licensed to carry on the Business in the jurisdictions in which it carries on the Business or owns property where so required by the Laws of that jurisdiction and is not otherwise precluded from carrying on the Business or owning property in such jurisdictions by any other commitment, agreement or document;
- (c) OBL is in material compliance with all applicable Laws in the jurisdictions in which it carries on the Business and which may materially affect OBL, has not received a notice of non-compliance, nor does OBL know of any facts that could give rise to a notice of such non-compliance with any applicable Laws and OBL is not aware of any pending change or contemplated change to any applicable law or governmental position that would materially affect the Business or legal environment under which OBL operates;
- (d) no proceedings have been taken or authorized by OBL or, to the knowledge of OBL, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of OBL, or with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to OBL other than the Amalgamation;
- (e) OBL has an authorized share capital consisting of an unlimited number of OBL Shares of which 141,755,119 OBL Shares are issued and outstanding as fully paid and non-assessable as of the date of this Agreement, and such OBL Shares are free and clear of all Liens, charges or encumbrances of any kind whatsoever;
- (f) OBL does not have any subsidiaries other than Gouta Resources (Pty) Ltd., Premier Gold Resources (Pty) Ltd. and 1000582350 Ontario Inc.;
- (g) all securities of OBL have been issued in compliance with applicable Laws, including the OBCA and the *Securities Act* (Ontario);
- (h) other than the OBL Options, Convertible Debentures and OBL Warrants listed in the OBL Disclosure Letter; the OBL CF Warrants and Broker Warrants to be issued in connection with the Concurrent Financing; and the OBL DB Warrants to be issued upon conversion of the Convertible Debentures, there are no outstanding securities convertible into or exercisable to acquire any OBL Shares or any other securities or agreements which could result in the issuance of shares or securities of OBL;
- (i) OBL is not subject to any regulatory decision or order prohibiting or restricting transfer of any of its securities;
- (j) OBL is not a reporting issuer or equivalent in any jurisdiction and the OBL Shares are not publicly listed on any securities exchange;
- (k) OBL has the power, authority and capacity to execute and perform its obligations under this Agreement and each of the Closing Documents to which it is, or will be, a party;

- (l) the execution and delivery by OBL of this Agreement, and, once signed, each of the Closing Documents to which it is a party and the performance of its obligations thereunder and contained therein have been or will have been duly authorized by all applicable corporate action;
- (m) this Agreement constitutes a legal, valid and binding obligation of OBL, enforceable in accordance with its terms, and upon the execution and delivery by of OBL of the Closing Documents to which it is a party, each will constitute a legal, valid and binding obligation of OBL, enforceable against OBL in accordance with its terms except as that enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable laws of general application relating to or affecting the rights of creditors generally and that equitable remedies, including specific performance, may be granted only in the discretion of a court of competent jurisdiction;
- (n) neither the execution and delivery of this Agreement and the Closing Documents nor the consummation of the Amalgamation will directly or indirectly (with or without notice or lapse of time): (A) conflict with or result in a breach or violation of (i) any provision of the Constatng Documents of OBL, or (ii) any applicable Law to which OBL is subject, the effect of which would reasonably be expected to result in a Material Adverse Change to OBL; (B) constitute a default under or give rise to any right of termination, cancellation or acceleration of, or to a loss of any benefit to which OBL is entitled, under any Material Contract to which OBL is a party or any permit or similar authorization relating to OBL, or the Business; or (C) result in the creation or imposition of any Lien relating to OBL;
- (o) OBL is not aware of any pending or contemplated change to any applicable Law or governmental position that would reasonably be likely to result in a Material Adverse Change to OBL or the Business or the legal environment under which OBL operates;
- (p) no approval, order, consent of or filing with any Governmental Authority is required on the part of OBL (other than as expressly contemplated herein) in connection with the execution and delivery of this Agreement and, once signed, the Closing Documents, or the performance by OBL of its obligations pursuant to this Agreement and, once signed, the Closing Documents, the absence of which would reasonably be likely to result in a Material Adverse Change to OBL;
- (q) OBL has prepared and filed all applicable Tax Returns which were required to be filed on or prior to the Effective Date, with all appropriate Governmental Authorities and each such Tax Return of OBL was correct and complete in all material respects;
- (r) OBL has paid all Taxes shown as due and payable by it on all its Tax Returns, has paid all assessments and reassessments it has received in respect of Taxes, and has paid all Tax installments due and payable by it;
- (s) there are no assessments or reassessments of Taxes that have been issued in respect of OBL and are outstanding. OBL is not negotiating any assessment or reassessment with any Governmental Authority. OBL is not aware of any liabilities for Taxes or any grounds for an assessment or reassessment including aggressive treatment of income expenses, credits or other claims for deduction under any Tax Return;
- (t) there is no requirement for OBL to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement and, once signed, the Closing Documents, or as a requirement or condition of the lawful completion of the Amalgamation, for which the failure to do so would reasonably be likely to result in a Material Adverse Change to OBL;

- (u) the data and information in respect of OBL and its Assets, liabilities, the Business and operations provided, or to be provided, by OBL or its Representatives to Imperial or its Representatives is, and will be, accurate and correct in all material respects as at the date hereof or the date provided, as applicable, and, in respect of any information provided or to be provided, do not omit to state a material fact, did not and will not knowingly omit any material data or information necessary to make any data or information provided or to be provided not misleading in any material respect as at the date hereof or the date provided, as applicable;
- (v) OBL holds title to its Assets free and clear of all Liens, adverse claims, easements, rights of way, servitudes, zoning or building restrictions or any, other rights of others or other adverse interests of any kind, including leases, chattel mortgages, conditional sales contracts, collateral security arrangements and other title or interest retention arrangements (collectively, the "**Encumbrances**"), except any Encumbrances which would not, individually or in the aggregate, be reasonably expected to result in a Material Adverse Change to OBL;
- (w) other than as set forth in the OBL Disclosure Letter, OBL does not currently have any Employment Agreements with any current or former stockholder, officer or director of OBL, or any other employee or consultant for which such employee or consultant receives a salary of greater than \$25,000. For avoidance of doubt, no balloon payments, termination payments, change of control benefits or payments, bonuses, golden parachutes or other payments or remuneration of any type or kind whatsoever shall be paid to any employee, consultant, director, officer or any other party in connection with the termination of their prior engagements with OBL or the transactions contemplated by this Agreement;
- (x) there has been no material change in OBL's accounting policies or in the financial condition of OBL since the date of the most recent OBL Financial Statements;
- (y) OBL has no material liabilities of any nature (matured or unmatured, fixed or contingent), other than:
  - (i) those that are set forth or adequately provided for in the balance sheet and associated notes thereto included in the OBL Financial Statements (the "**OBL Balance Sheet**");
  - (ii) those incurred in the ordinary course of business and not required to be set forth in the OBL Balance Sheet under IFRS;
  - (iii) those incurred in the ordinary course of business from the date of the OBL Balance Sheet and consistent with past practice; and
  - (iv) those incurred in connection with the preparation and execution of the Letter of Intent, this Agreement and related matters;
- (z) OBL has maintained proper accounting records such that an audit can readily be completed on its financial statements;
- (aa) since the date of the most recent OBL Financial Statements, the Business has been conducted in the ordinary course, and there has not been:
  - (i) any event, occurrence, state of circumstances, or facts or change in OBL or in the Business that has had, or which OBL may, after reasonable inquiry, expect to have, either individually or in the aggregate, a Material Adverse Change on OBL;

- (ii) any (A) change in any of the liabilities of OBL that has had, or which OBL may, after reasonable inquiry, expect to have, a Material Adverse Change on OBL; or (B) incurrence, assumption or guarantee of any indebtedness for borrowed money by OBL in connection with the Business or otherwise other than reasonable expenses incurred in the ordinary course of business;
- (iii) any (A) payments by OBL in respect of any indebtedness of OBL for borrowed money or in satisfaction of any liabilities of OBL related to the Business, other than in the ordinary course of business or the guarantee by OBL of any of the indebtedness of any other Person or (B) creation, assumption or sufferance of (whether by action or omission) the existence of any Lien on any assets reflected on the OBL Balance Sheet;
- (iv) other than in connection with the Letter of Intent and the Concurrent Financing, or as otherwise disclosed to Imperial in the OBL Disclosure Letter, any transaction or commitment made, or any Material Contract entered into, by OBL, or any waiver, amendment, termination or cancellation of any Material Contract by OBL, or any relinquishment of any rights thereunder by OBL or of any other right or debt owed to OBL, other than, in each such case, actions taken in the ordinary course of business consistent with past practice;
- (v) other than in the ordinary course of business and consistent with past practice or as otherwise disclosed to Imperial in the OBL Disclosure Letter, any: (A) grant of any severance, continuation or termination pay to any director, officer, consultant, stockholder or employee of OBL or any affiliate of OBL, (B) entering into of any Employment Agreement with OBL or any affiliate of OBL, (C) increase in benefits payable or potentially payable under any severance, continuation or termination pay policies or any Employment Agreement, (D) increase in compensation, bonus or other benefits payable or potentially payable to directors, officers, consultant, stockholders or employees of OBL or any affiliate of OBL, (E) change in the terms of any bonus, pension, insurance, health or other employee benefit plan of OBL or (F) representation of OBL to any employee or former employee of OBL that OBL promised to continue any employee benefit plan after the Effective Date;
- (vi) any change by OBL in its accounting principles, methods or practices or in the manner it keeps its books and records that is not prescribed to be in accordance with IFRS; or
- (vii) any distribution, dividend, bonus, management fee or other payment by OBL to any officer, director, stockholder or affiliate of OBL or any of their respective affiliates or Associates, other than payments in respect of salaries or compensation in connection with services rendered in the normal course;
- (bb) OBL maintains insurance policies customary to businesses similar to the one carried on by OBL;
- (cc) the financial books, records and accounts of OBL have in all material respects, been maintained in accordance with applicable Law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the Assets of OBL and accurately and fairly reflect the basis for all financial statements of OBL, including the OBL Financial Statements;
- (dd) OBL has made available to Imperial for inspection true and complete copies of all Material Contracts to which OBL is a party and that are currently in force (the "**OBL Material Contracts**"). The OBL Material Contracts are in full force and effect, and OBL is entitled to

all rights and benefits thereunder in accordance with the terms thereof. All the OBL Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. OBL has complied in all material respects with all terms of the OBL Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of OBL or, to the knowledge of OBL, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the OBL Material Contracts;

- (ee) the OBL Disclosure Letter sets forth all material approvals, authorizations, certificates, consents, licences, orders and permits and other similar authorizations of all Governmental Authorities (and all other Persons) necessary for the operation of the Business in substantially the same manner as currently operated by OBL or affecting or relating in any way to the Business;
- (ff) the OBL Disclosure Letter sets forth a complete and correct list of each patent, patent application and invention, trademark, tradename, trademark or tradename registration or application, copyright or copyright registration or application for copyright registration, and each licence or licensing agreement, for any of the foregoing relating to the Business as conducted by OBL or held by OBL (together the "**Intellectual Property Rights**"). The Intellectual Property Rights also include any trade secrets that are material to the conduct of the Business in the manner that the Business has heretofore been conducted;
- (gg) the OBL Disclosure Letter sets out a complete and accurate description of all of OBL's: (A) real properties (collectively, the "**OBL Property**") and (B) mineral interests and rights (including any mineral claims, mining claims, concessions, exploration permits, exploitation permits, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Laws or otherwise) (collectively, the "**Mineral Rights**"). Other than the OBL Property and the Mineral Rights set out in the OBL Disclosure Letter, OBL does not own or have any interest in any real property or any mineral interests or rights;
- (hh) except as disclosed in the OBL Disclosure Letter, OBL is the sole legal registered and beneficial owner of all right, title and interest in and to the OBL Property and the Mineral Rights, free and clear of any Encumbrances other than the Permitted Encumbrances. To the knowledge of OBL, all of the Mineral Rights have been properly located and recorded and otherwise granted in compliance with applicable Laws and are valid and subsisting;
- (ii) OBL has duly filed all reports and returns required to be filed with Governmental Authorities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement and all of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of OBL, threatened, and none of them will be adversely affected by the entry into this Agreement;
- (jj) there is no adverse claim or challenge against or to the ownership of or title to any part of the OBL Property or the Mineral Rights and, to the knowledge of OBL, there is no basis for such adverse claim or challenge which may affect the OBL Property or the Mineral Rights;
- (kk) there are no disputes over the title to the OBL Property or the Mineral Rights, and no other party has any interest in the OBL Property or the Mineral Rights or the production therefrom or any right to acquire any such interest except as disclosed in the OBL Disclosure Letter;

- (ll) OBL's ownership of the OBL Property and the Mineral Rights are each in compliance with, is not in default or violation in any material respect under, and OBL has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation in connection with the OBL's ownership of the OBL Property or the Mineral Rights;
- (mm) OBL does not have notice, or knowledge of, any proposal to terminate or vary the terms of, or rights attaching to the OBL Property or the Mineral Rights from any Governmental Authority;
- (nn) OBL has all necessary rights to access the OBL Property to conduct exploration activities thereon and there is no fact or condition which would result in the interference with or termination of such access;
- (oo) to the knowledge of OBL, there are no aboriginal rights or interests that are currently asserted in respect of the OBL Property, the Mineral Rights or in respect of the access to or surface rights to the areas covered by the OBL Property or the Mineral Rights;
- (pp) neither the OBL Property nor the Mineral Rights lie in any protected, restricted, reservation area and no land use restriction exists in respect of the OBL Property or the Mineral Rights;
- (qq) except to the extent that any violation or other matter referred to in this subsection does not, individually or in the aggregate, have a Material Adverse Change on OBL:
- (i) OBL is and has been in compliance with, and is not in violation of, any Environmental Laws;
  - (ii) OBL has operated the Business at all times and has generated, received, handled, used, stored, treated, shipped and disposed of all contaminants, wastes, and hazardous and toxic substances without violation of Environmental Laws;
  - (iii) there have been no spills, releases, deposits, presence or discharges of pollutants or hazardous or toxic substances, contaminants or wastes into or in the earth, air or any body of water, whether surface or otherwise, or any municipal or other sewer or drain or drinking or water systems by OBL or at, to or from OBL's Assets or operations, which could reasonably be expected to result in liability under any Environmental Law;
  - (iv) no orders, notifications, directives, demands, claims, instructions, directions or notices have been issued and remain outstanding by any Governmental Authority or other Person pursuant to any Environmental Laws relating to the business or assets of OBL;
  - (v) OBL has complied with all Laws applicable to its activities on and in respect of the OBL Property and the Mineral Rights including all directives, rules, consents, permits, orders, guidelines, approvals and policies of all applicable Governmental Authorities, and without limiting the generality of the foregoing, OBL has not used any part of the OBL Property, or permitted any part of the OBL Property to be used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process hazardous substances; and
  - (vi) OBL holds all applicable Permits required under any Environmental Laws in connection with the operation of the Business and the ownership and use including rehabilitation of OBL's Assets, all such Permits are in full force and effect, and OBL has not received any notification from any Governmental Authority pursuant to any Environmental Laws that any work, undertaking, study, report, assessment,

repairs, constructions or other expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any Permits issued pursuant thereto, or that any Permits referred to above are about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated;

- (rr) OBL has not, during the three years preceding the date of this Agreement, been a party to any Proceeding, nor is any Proceeding threatened as to which there is a reasonable possibility of a determination adverse to OBL, in either case involving a claim of infringement by any Person (including any Governmental Authority) of any Intellectual Property Right. No Intellectual Property Right is subject to any outstanding order, judgment, decree, stipulation or agreement restricting the use thereof by OBL or restricting the licensing thereof by OBL to any Person. OBL does not have any knowledge that would cause such Person to believe that the use of the Intellectual Property Rights or the conduct of the Business conflicts with, infringes upon or violates any patent, patent licence, patent application, trademark, tradename, trademark or tradename registration, copyright, copyright registration, service mark, brand mark or brand name or any pending application relating thereto, or any trade secret, know-how, programs or processes, or any similar rights, of any Person;
- (ss) OBL either owns the entire right, title and interest in, to and under, or has acquired a licence to use, any and all patents, trademarks, tradenames, brand names and copyrights that are material to the conduct of the Business in the manner that the Business has heretofore, been conducted. The Intellectual Property Rights are in full force and effect and have not been used or enforced or failed to be used or enforced in a manner that would result in the abandonment, cancellation or unenforceability of any of the Intellectual Property Rights. All registrations and filings determined advisable by OBL, acting reasonably, to preserve the rights of OBL in and to the Intellectual Property Rights have been made;
- (tt) other than as disclosed to Imperial or its Representatives in the OBL Disclosure Letter, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of OBL, who might be entitled to any fee, commission or reimbursement of expenses from OBL or any of its respective affiliates or any of its respective Associates upon consummation of the transactions contemplated by this Agreement;
- (uu) there are no actions, suits or proceedings in existence or pending or, to the knowledge of OBL, threatened or for which there is a reasonable basis, affecting or that would reasonably be expected to affect OBL or affecting or that would reasonably be expected to affect any of the OBL Property, the Mineral Rights, the Business or OBL's Assets at Law or equity or before or by any Governmental Authority which action, suit or proceeding involves a possibility of any judgment against or liability of OBL which, if successful, would reasonably be expected to result in a Material Adverse Change on OBL, or would materially impede the ability of OBL to consummate the Amalgamation;
- (vv) to the knowledge of OBL, OBL has not withheld from Imperial any material information or documents concerning OBL, the OBL Property, the Mineral Rights, the Business or OBL's Assets or liabilities of OBL. No representation or warranty contained herein, and no statement contained in any schedule or other disclosure document provided or to be provided to Imperial by OBL pursuant hereto contains or will contain an untrue statement of a material fact which is necessary to make the statements herein or therein not misleading; and
- (ww) the information contained in the documents, certificates and written statements (including this Agreement and the schedules and exhibits hereto) furnished to Imperial by or on behalf of OBL with respect to OBL (including the OBL Property, the Mineral Rights, the Business,

OBL's Assets and the results of operations, financial condition and prospects of OBL) for use in connection with this Agreement or the transactions contemplated by this Agreement is true and complete in all material respects and does not, to the knowledge of OBL, omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no fact known to OBL that has not been disclosed to Imperial by OBL in writing that has had a Material Adverse Change on OBL or, so far as OBL can now foresee, would reasonably be likely to result in a Material Adverse Change on OBL.

### **3.2 Representations and Warranties of Imperial and Imperial AcquisitionCo**

As of the Execution Date and the Closing Date, Imperial and Imperial AcquisitionCo hereby jointly and severally make the following representations and warranties and acknowledge that OBL is relying upon such representations and warranties for the purpose of entering into this Agreement:

- (a) Imperial is a corporation duly incorporated, validly existing and in good standing under the BCBCA;
- (b) Imperial AcquisitionCo is a corporation duly incorporated, validly existing and in good standing under the OBCA;
- (c) each of Imperial and Imperial AcquisitionCo is duly registered and licensed to carry on its business in the jurisdictions in which it carries on such business or owns property where so required by the Laws of that jurisdiction and is not otherwise precluded from carrying on such business or owning property in such jurisdictions by any other commitment, agreement or document;
- (d) each of Imperial and Imperial AcquisitionCo is in material compliance with all applicable Laws in the jurisdictions in which it carries on its business and which may materially affect such company, has not received a notice of non-compliance, nor does such company know of any facts that could give rise to a notice of such non-compliance with any applicable Laws and such company is not aware of any pending change or contemplated change to any applicable Law or governmental position that would materially affect its business or legal environment under which such company operates;
- (e) no proceedings have been taken or authorized by either of Imperial or Imperial AcquisitionCo or, to the knowledge of either Imperial or Imperial AcquisitionCo, by any other Person, with respect to the bankruptcy, insolvency, liquidation, dissolution or winding-up of either Imperial or Imperial AcquisitionCo or with respect to any amalgamation, merger, consolidation, arrangement or reorganization relating to either Imperial or Imperial AcquisitionCo other than the Amalgamation;
- (f) Imperial has an authorized share capital consisting of an unlimited number of Imperial Pre-Consolidation Shares, of which, as of the Execution Date, 7,652,547 Imperial Pre-Consolidation Shares are issued and outstanding as fully paid and non-assessable, and such Imperial Pre-Consolidation Shares are free and clear of all Liens, charges or encumbrances of any kind whatsoever. Both immediately following the Imperial Consolidation and as of the Effective Date, the Designated Shareholders shall collectively hold an aggregate of 1,408,723 Imperial Post-Consolidation Shares representing 55.2% of all issued and outstanding Imperial Post-Consolidation Shares;
- (g) Imperial AcquisitionCo has an authorized share capital consisting of an unlimited number of Imperial AcquisitionCo Shares of which, at of the date of this Agreement, 7,652,547 Imperial AcquisitionCo Shares legally and beneficially owned by Imperial are issued and outstanding as fully paid and non-assessable, and such Imperial AcquisitionCo Shares are free and clear of all Liens, charges or encumbrances of any kind whatsoever;

- (h) there are no outstanding securities convertible into or exercisable to acquire any Imperial Pre-Consolidation Shares, or any other securities or agreements which could result in the issuance of shares or securities of Imperial;
- (i) there are no outstanding securities convertible into or exercisable to acquire any Imperial AcquisitionCo Shares or any other securities or agreements which could result in the issuance of shares or securities of Imperial AcquisitionCo;
- (j) Imperial does not have any subsidiaries other than Imperial AcquisitionCo, and Imperial AcquisitionCo has no subsidiaries;
- (k) all securities of Imperial and Imperial AcquisitionCo have been issued in compliance with applicable Laws including the Securities Act and the *Securities Act* (British Columbia);
- (l) neither Imperial nor Imperial AcquisitionCo is subject to any regulatory decision or order prohibiting or restricting transfer of its securities;
- (m) Imperial is a "reporting issuer" only in British Columbia and Alberta and the Imperial Pre-Consolidation Shares are listed for trading on the TSXV. Imperial is not in material default of any of its obligations as a reporting issuer or as a listed company on the TSXV;
- (n) each of Imperial and Imperial AcquisitionCo has the power, authority and capacity to execute and perform its respective obligations under this Agreement and each of the Closing Documents to which it is, or will be, a party;
- (o) the Imperial Consolidation and Name Change do not require the approval of the Imperial Shareholders and may be approved by the directors of Imperial;
- (p) the execution and delivery by Imperial and Imperial AcquisitionCo of this Agreement and, once signed, each of the Closing Documents to which it is a party and the performance of their respective obligations thereunder and contained therein have been or, as the case may be, will have been duly authorized by all applicable corporate action;
- (q) this Agreement constitutes legal, valid and binding obligations of Imperial and Imperial AcquisitionCo, as the case may be, enforceable against each of them in accordance with their terms and upon the execution of and delivery by Imperial and Imperial AcquisitionCo of the Closing Documents to which it is a party, as applicable, each will constitute legal, valid and binding obligations of such Party, enforceable against such Party in accordance with its terms except as that enforcement may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other applicable laws of general application relating to or affecting the rights of creditors generally and that equitable remedies, including specific performance, may be granted only in the discretion of a court of competent jurisdiction;
- (r) neither the execution and delivery of this Agreement and the Closing Documents nor the consummation of the Amalgamation will directly or indirectly (with or without notice or lapse of time): (A) conflict with or result in a breach or violation of (i) any provision of the Constatng Documents of Imperial or Imperial AcquisitionCo, or (ii) any applicable Law to which either of Imperial or Imperial AcquisitionCo is subject, the effect of which would reasonably be expected to result in a Material Adverse Change on Imperial; (B) constitute a default under or give rise to any right of termination, cancellation or acceleration of, or to a loss of any benefit to which Imperial or Imperial AcquisitionCo is entitled, under any Material Contract to which Imperial or Imperial AcquisitionCo is a party or any permit or similar authorization relating to Imperial or Imperial AcquisitionCo, or its business; or (C) result in the creation or imposition of any Lien relating to Imperial or Imperial AcquisitionCo;

- (s) Imperial is not aware of any pending or contemplated change to any applicable Law or governmental position that would reasonably be expected to result in a Material Adverse Change to the business of Imperial and Imperial AcquisitionCo, taken as a whole, as currently conducted or the legal environment under which Imperial operates;
- (t) no approval, order, consent of or filing with any Governmental Authority is required on the part of Imperial or Imperial AcquisitionCo (other than as expressly contemplated herein) in connection with the execution and delivery of this Agreement and, once signed, the Closing Documents, or the performance by Imperial and Imperial AcquisitionCo of their respective obligations pursuant to this Agreement and, once signed, the Closing Documents, the absence of which would reasonably be likely to result in a Material Adverse Change to Imperial or Imperial AcquisitionCo;
- (u) each of Imperial and Imperial AcquisitionCo has prepared and filed all applicable Tax Returns on time with all appropriate Governmental Authorities which were required to be filed on or prior to the Effective Date. Each such Tax Return of Imperial and Imperial AcquisitionCo was correct and complete in all material respects;
- (v) each of Imperial and Imperial AcquisitionCo has paid all Taxes shown as due and payable by it on all its Tax Returns and has paid all assessments and reassessments it has received in respect of Taxes. Each of Imperial and Imperial AcquisitionCo has paid all Tax installments due and payable by it;
- (w) other than as disclosed to OBL in the Imperial Disclosure Letter, there are no assessments or reassessments of Taxes in respect of Imperial or Imperial AcquisitionCo that have been issued and are outstanding. Neither Imperial nor Imperial AcquisitionCo is negotiating any assessment or reassessment with any Governmental Authority. Neither Imperial nor Imperial AcquisitionCo is aware of any liabilities of such company for Taxes or any grounds for an assessment or reassessment including aggressive treatment of income expenses, credits or other claims for deduction under any Tax Return;
- (x) there is no requirement for either Imperial or Imperial AcquisitionCo to make any filing with, give any notice to, or obtain any consent, approval, waiver or other similar authorization of, any Person (other than as expressly contemplated herein), as a result of, or in connection with, with the execution and delivery of this Agreement and, once signed, the Closing Documents, or as a requirement or condition of the lawful completion of the Amalgamation and the other transactions contemplated by this Agreement, for which the failure to do so would reasonably be likely to result in a Material Adverse Change to Imperial or Imperial AcquisitionCo;
- (y) the data and information in respect of Imperial and Imperial AcquisitionCo and their respective Assets, liabilities, business and operations provided, or to be provided, by Imperial or its Representatives to OBL or its Representatives is, and will be, accurate and correct in all material respects as at the date hereof or the date provided, as applicable, and, in respect of any information provided or to be provided, do not omit to state a material fact, did not and will not knowingly omit any material data or information necessary to make any data or information provided or to be provided not misleading in any material respect as at the date hereof or the date provided, as applicable. Imperial has no knowledge of any Material Adverse Change to Imperial from that disclosed in such data and information;
- (z) Imperial does not hold any Assets other than cash;
- (aa) each of Imperial and Imperial AcquisitionCo does not currently have any Employment Agreements with any Person whatsoever, and for avoidance of doubt, no balloon payments, termination payments, change of control benefits or payments, bonuses, golden parachutes or other payments or remuneration of any type or kind whatsoever shall be paid

to the employees and/or consultants or any other party in connection with the termination of their prior engagements with Imperial or Imperial AcquisitionCo or the transactions contemplated by this Agreement;

- (bb) other than as disclosed in writing to OBL in the Imperial Disclosure Letter, neither Imperial nor Imperial AcquisitionCo currently has any employees or consultants in Canada that the Canada Revenue Agency may construe as employees, and there are no actions, suits, claims or proceedings in existence or pending or, to the knowledge of Imperial or Imperial AcquisitionCo, threatened, relating to any past employees of Imperial or Imperial AcquisitionCo or any past consultants of Imperial or Imperial AcquisitionCo in Canada that the Canada Revenue Agency may construe as employees;
- (cc) each filing forming a part of the Imperial Public Disclosure Record was as at the date it was filed, true, correct, and complete and did not contain any misrepresentation as of the respective dates of such information or statements, and no material change has occurred in relation to Imperial which is not disclosed in the Imperial Public Disclosure Record, and Imperial has not filed any confidential material change reports which continue to be confidential;
- (dd) all financial statements of Imperial, including the Imperial Financial Statements: (i) have been prepared in accordance with IFRS and/or generally accepted accounting principles, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of Imperial, as of the date thereof, and there has been no Material Adverse Change in the financial position of Imperial since the date of the most recent Imperial Financial Statements and the business of Imperial has been carried on in the usual and ordinary course consistent with past practice since the date thereof; (ii) contain and reflect all necessary adjustments and accruals for a fair presentation of its financial position and the results of its operations for the periods covered by said financial statements; (iii) contain and reflect adequate provisions for all reasonably anticipated liabilities (including Taxes) with respect to the periods then ended and all prior periods; and (iv) with respect to Material Contracts to which Imperial is a party, contain and reflect adequate reserves for all reasonably anticipated material losses and costs and expenses in excess of expected receipts;
- (ee) the financial books, records and accounts of each of Imperial or Imperial AcquisitionCo have in all material respects, been maintained in accordance with applicable Law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the Assets of each of Imperial or Imperial AcquisitionCo and accurately and fairly reflect the basis for all financial statements of each of Imperial or Imperial AcquisitionCo, including the Imperial Financial Statements;
- (ff) there are no approvals, authorizations, certificates, consents, licences, orders and permits and other similar authorizations required from any Governmental Authorities (and all other Persons) necessary for, affecting or relating in any way to Imperial or Imperial AcquisitionCo;
- (gg) other than as disclosed to OBL in the Imperial Disclosure Letter, there is no investment banker, broker, finder or other intermediary or advisor that has been retained by or is authorized to act on behalf of Imperial or Imperial AcquisitionCo, who might be entitled to any fee, commission or reimbursement of expenses from any Party or the Resulting Issuer or any of their respective affiliates or Associates upon consummation of the transactions contemplated by this Agreement;
- (hh) neither Imperial nor Imperial AcquisitionCo has any liabilities of any nature (matured or unmatured, fixed or contingent), other than those incurred in connection with the

Amalgamation and related matters contemplated hereunder and those associated with maintaining its status as a reporting issuer in British Columbia and Alberta;

- (ii) there are no actions, suits, claims or proceedings in existence or pending or, to the knowledge of Imperial or Imperial AcquisitionCo, threatened or for which there is a reasonable basis, affecting or that would reasonably be expected to affect Imperial or Imperial AcquisitionCo or affecting or that would reasonably be expected to affect any of Imperial's or Imperial AcquisitionCo's property or Assets at Law or equity or before or by any Governmental Authority which action, suit or proceeding involves a possibility of any judgment against or liability of Imperial or Imperial AcquisitionCo which, if successful, would reasonably be expected to result in a Material Adverse Change, or would materially impede the ability of Imperial or Imperial AcquisitionCo to consummate the Amalgamation;
- (jj) to the knowledge of Imperial, neither Imperial nor Imperial AcquisitionCo has withheld from OBL any material information or documents concerning Imperial, Imperial AcquisitionCo or their respective Assets or liabilities. No representation or warranty contained herein, and no statement contained in any schedule or other disclosure document provided or to be provided to OBL by Imperial or Imperial AcquisitionCo pursuant hereto contains or will contain an untrue statement of a material fact which is necessary to make the statements herein or therein not misleading;
- (kk) the minute books and records of Imperial and Imperial AcquisitionCo made available to OBL in connection with the due diligence investigation of Imperial and Imperial AcquisitionCo for the period from the date of incorporation to the date hereof are all of the minute books of Imperial and Imperial AcquisitionCo and contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of Imperial and Imperial AcquisitionCo to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of Imperial and Imperial AcquisitionCo to the date hereof not reflected in such minute books;
- (ll) Imperial and Imperial AcquisitionCo have made available to OBL for inspection true and complete copies of all Material Contracts to which Imperial and/or Imperial AcquisitionCo is a party and that are currently in force (the "**Imperial Material Contracts**"). The Imperial Material Contracts are in full force and effect, and Imperial and/or Imperial AcquisitionCo, as applicable, is entitled to all rights and benefits thereunder in accordance with the terms thereof. All the Imperial Material Contracts are valid and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction. Imperial and Imperial AcquisitionCo have complied in all material respects with all terms of the Imperial Material Contracts, has paid all amounts due thereunder if, as and when due, has not waived any rights thereunder and no material default or breach exists in respect thereof on the part of Imperial, Imperial AcquisitionCo or, to the knowledge of Imperial and Imperial AcquisitionCo, on the part of any other party thereto, and no event has occurred which, after the giving of notice or the lapse of time or both, could constitute such a default or breach or trigger a right of termination of any of the Imperial Material Contracts;
- (mm) Imperial has maintained proper accounting records such that an audit can readily be completed on its financial statements;

- (nn) since the date of the most recent Imperial Financial Statements, its business has been conducted in the ordinary course, and there has not been:
- (i) any event, occurrence, state of circumstances, or facts or change in Imperial or in its business that has had, or which Imperial may, after reasonable inquiry, expect to have, either individually or in the aggregate, a Material Adverse Change on Imperial;
  - (ii) any (A) change in any of the liabilities of Imperial that has had, or which Imperial may, after reasonable inquiry, expect to have, a Material Adverse Change on Imperial or (B) incurrence, assumption or guarantee of any indebtedness for borrowed money by Imperial in connection with its business or otherwise other than reasonable expenses incurred in the ordinary course of business consistent with past practice;
  - (iii) any (A) payments by Imperial in respect of any indebtedness of Imperial for borrowed money or in satisfaction of any liabilities of Imperial related to its business, or the guarantee by Imperial of any of the indebtedness of any other Person or (B) creation, assumption or sufferance of (whether by action or omission) the existence of any Lien on any assets reflected on the most recent balance sheet and associated notes thereto included in the Imperial Financial Statements;
  - (iv) any transaction or commitment made, or any Material Contract entered into, by Imperial, or any waiver, amendment, termination or cancellation of any Material Contract by Imperial, or any relinquishment of any rights thereunder by Imperial or of any other right or debt owed to Imperial;
  - (v) any: (A) grant of any severance, continuation or termination pay to any director, officer, consultant, stockholder or employee of Imperial or any affiliate of Imperial, (B) entering into of any Employment Agreement with Imperial or any affiliate of Imperial, (C) increase in benefits payable or potentially payable under any severance, continuation or termination pay policies or any Employment Agreement, (D) increase in compensation, bonus or other benefits payable or potentially payable to directors, officers, consultants, stockholders or employees of Imperial or any affiliate of Imperial, (E) change in the terms of any bonus, pension, insurance, health or other employee benefit plan of Imperial or (F) representation of Imperial to any employee or former employee of Imperial that Imperial promised to continue any employee benefit plan after the Effective Date;
  - (vi) any change by Imperial in its accounting principles, methods or practices or in the manner it keeps its books and records that is not prescribed to be in accordance with IFRS; or
  - (vii) any distribution, dividend, bonus, management fee or other payment by Imperial to any officer, director, consultant, stockholder or affiliate of Imperial or any of their respective affiliates or Associates, other than payments of salaries or compensation in connection with services rendered in the normal course;
- (oo) Imperial AcquisitionCo has been incorporated for the sole purpose of effecting the Amalgamation, and does not carry on any business, have any Assets or liabilities whatsoever, and is not party to any Material Contracts or other obligations other than as expressly set forth in this Agreement; and
- (pp) the information contained in the documents, certificates and written statements (including this Agreement and the schedules and exhibits hereto) furnished to OBL by or on behalf of

Imperial or Imperial AcquisitionCo with respect to Imperial or Imperial AcquisitionCo (including the business and the results of operations, financial condition and prospects of each of Imperial and Imperial AcquisitionCo) for use in connection with this Agreement or the transactions contemplated by this Agreement is true and complete in all material respects and does not, to the knowledge of Imperial or Imperial AcquisitionCo, omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There is no fact known to Imperial or Imperial AcquisitionCo that has not been disclosed to OBL by Imperial in writing that has had a Material Adverse Change on or, so far as Imperial or Imperial AcquisitionCo can now foresee, would reasonably be likely to result in a Material Adverse Change (including with respect to the business and the results of operations, financial condition or prospects of Imperial or Imperial AcquisitionCo).

#### **ARTICLE 4 COVENANTS**

##### **4.1 Operation of Business by OBL**

From the date hereof to the Effective Date, unless Imperial otherwise agrees in writing or as otherwise expressly contemplated or permitted by this Agreement, OBL will conduct the Business in the ordinary course consistent with past practice, and, except as required to effect the transactions contemplated herein, OBL will use reasonable efforts to preserve intact the current business organization of OBL, keep available the services of the present employees and agents of OBL, if applicable, and maintain good relations with, and the goodwill of, suppliers, clients, landlords and all other Persons having business relationships with OBL, if applicable.

##### **4.2 Negative Covenants**

From the date hereof to the Effective Date, unless the Other Party otherwise agrees in writing or as otherwise expressly contemplated or permitted by this Agreement, as disclosed in the OBL Disclosure Letter or in the ordinary course of business, neither OBL, on the one hand, nor Imperial or Imperial AcquisitionCo, on the other hand, will:

- (a) take any action (directly or indirectly) with respect to any of the following, except to the extent necessary to give effect to its obligations hereunder, as expressly permitted by this Agreement (including without limitation, pursuant to the Concurrent Financing), or in the ordinary course of business consistent with past practice:
  - (i) amending its or its subsidiaries', if applicable, Constatng Documents;
  - (ii) any acquisition or disposition of any of its Assets;
  - (iii) any change in its capitalization (including, but not limited to, any increase in the amount or maturity of its consolidated borrowings) or any conversion of an amount of short-term borrowings into long-term borrowings;
  - (iv) split, combine or reclassify any shares or undertake any capital reorganization or combination thereof;
  - (v) declaring or paying any dividend or declaring, authorizing or making any distribution of, on or in respect of any of its securities whether payable in cash, securities or otherwise;
  - (vi) any release or relinquishment of any rights under or make amendments to a Material Contract, an Authorization or a Permit;

- (vii) the entering into any joint venture or similar agreement, arrangement or relationship;
  - (viii) the grant of any license or other right with respect to any property;
  - (ix) the issuance or purchase or other acquisition of any equity securities, including any securities convertible into, or rights, warrants or options to acquire, any equity securities, other than (i) the issuance by OBL of any OBL Options and/or other equity based compensation; and/or (ii) the exercise or conversion of any OBL Options, Convertible Debentures, OBL DB Warrants, OBL Warrants or other equity based compensation of OBL;
  - (x) agreeing or committing to the guarantee of payment of any material indebtedness;
  - (xi) making any material change in methods of accounting, except as required by concurrent changes in IFRS;
  - (xii) canceling, waiving, releasing, assigning, settling or comprising any material claims or rights;
  - (xiii) granting any Lien on any of its Assets; and
  - (xiv) amending, modifying or terminating any material insurance policy in effect on the date of this Agreement;
- (b) grant to any employee any increase in compensation or in severance or termination pay, or enter into any Employment Agreement;
- (c) enter into any written or oral agreements, commitments or contracts or amend its existing Material Contracts other than in the ordinary course of business consistent with past practice;
- (d) take, or fail to take, any action which would reasonably be expected to result in Imperial ceasing to be a reporting issuer under the securities laws of British Columbia or Alberta and being noted in default thereunder, or which would reasonably be expected to result in the Imperial Pre-Consolidation Shares being delisted from the TSXV, or which would reasonably be expected to result in any Party failing to maintain its corporate existence, comply with all applicable securities Laws and/or operate its business other than in a prudent and business-like manner in the ordinary course in a manner consistent with past practice;
- (e) fail to promptly advise the Other Party in writing of any material change in its financial condition or operations that would reasonably be expected to result in a Material Adverse Change;
- (f) enter into any transaction or perform any act which might:
- (i) interfere or be inconsistent with the successful completion of the Amalgamation;
  - (ii) render inaccurate any of the representations and warranties set forth herein; or
  - (iii) adversely affect its ability to perform its covenants and agreements under this Agreement; and
- (g) make, revoke or amend any tax election, amend any Tax Return, settle or compromise any action in respect of Taxes, consent to the extension of any extension or waiver of any

limitation period applicable to Taxes, make any change in any method of accounting or auditing practice other than as required or contemplated by IFRS.

In addition to the foregoing, from the date hereof to the Effective Date, neither Imperial nor Imperial AcquisitionCo shall incur any expenses or liabilities other than expenses related to the Amalgamation and the related matters expressly contemplated hereby, or to maintain its status as a reporting issuer in British Columbia and Alberta.

#### **4.3 Proceedings**

Each of Imperial, Imperial AcquisitionCo, and OBL will defend or cause to be defended any lawsuits or other legal proceedings brought against it or any affiliate or subsidiary thereof challenging this Agreement or the completion of the Amalgamation. Imperial will not settle, compromise or release any claim brought by its present, former or purported holders of any of its securities in connection with the Amalgamation prior to the Effective Time without the prior written consent of OBL.

#### **4.4 Disclosure Document**

OBL and Imperial will:

- (a) cooperate and use their commercial reasonable efforts in:
  - (i) the preparation of the Disclosure Document;
  - (ii) obtaining all Consents and Authorizations, including orders of any Governmental Authority, as are necessary for the consummation of the Amalgamation and the approval of the Amalgamation by the TSXV and listing of the Resulting Issuer Shares on the TSXV; and
  - (iii) taking all such actions as may be required under or pursuant to the OBCA and BCBCA, as applicable, in connection with, and to give effect to, the Amalgamation and the other matters contemplated hereby;
- (b) each furnish to one another, on a timely basis, all such information as may be required to prepare and submit the Disclosure Document to the TSXV and complete the other actions required under this Section 4.4(b), and each hereby covenants that no information so furnished by it in connection with such actions or otherwise in connection with the consummation of the Amalgamation or the other transactions contemplated hereby will contain any untrue statement of a material fact or omit to state a material fact required to be stated in order to make any information so furnished, in light of the circumstances in which they were made, not misleading;
- (c) each ensure that the information relating to it disclosed in the Disclosure Document will not contain any misrepresentation;
- (d) each promptly notify the Other Party if at any time before or after the Effective Time it becomes aware that the Disclosure Document contains a misrepresentation or 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 under which they were made and cooperate in the preparation of a supplement or amendment to the Disclosure Document, as the case may be, that corrects any such misstatement or omission;
- (e) ensure that the Disclosure Document is prepared in compliance with the applicable provisions of the rules of the TSXV and applicable securities Laws; and

- (f) cooperate with each other in connection with the preparation of documentation for submission to the TSXV and any other applicable regulatory authorities and keep each other informed of any requests or comments made by regulatory authorities in connection with such documentation.

#### **4.5 Consents**

Each Party will use its commercially reasonable efforts to obtain all required third party Consents, Permits, approvals, Authorizations, filings, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement and the Amalgamation Agreement, including obtaining any shareholder approvals, consents or agreements as may be required under applicable Laws, the rules and policies of the TSXV and its Constatng Documents to be able to fulfill its obligations hereunder and in connection with the delivery of all of the Closing Documents.

#### **4.6 Dissent Rights**

OBL will promptly advise Imperial of any written notice of notice of dissent or purported exercise by any OBL Shareholder of Dissent Rights received by OBL in relation to the OBL Amalgamation Resolution and any withdrawal of Dissent Rights received by OBL.

#### **4.7 Rectification of Corporate Records**

OBL and Imperial and their respective officers and directors will, in consultation and cooperation with one another, rectify all material deficiencies and irregularities in the corporate records, record-keeping, resolutions, minutes, registers and other similar and related corporate documents customarily maintained in a body corporate's minute books as such deficiencies and irregularities are identified by the Other Party, as soon as practicable following the execution of this Agreement and, in any event, prior to the Effective Date, to the satisfaction of the Other Party, acting reasonably.

#### **4.8 Consolidation and Name Change**

Imperial will take all action necessary to consummate the Name Change and Imperial Consolidation immediately prior to the Effective Time in accordance with applicable Laws.

#### **4.9 Public Announcements**

None of OBL, Imperial or Imperial AcquisitionCo will (and each such Party will use reasonable efforts to cause its Representatives not to), issue any press release, make any public announcement or public filing, conduct any interviews, or furnish any written statement to its employees or shareholders generally concerning the Amalgamation without the consent of the Other Party, such consent not to be unreasonably withheld, except to the extent required by applicable Laws or securities laws, including the regulations of the TSXV (and in any such case, each Party, as applicable, will, to the extent consistent with timely compliance with such requirement, consult with the Other Party prior to making the required release, announcement, filing or statement).

#### **4.10 Notification of Certain Matters**

Without limiting Section 4.4(d), between the date hereof and the Effective Date, each Party will give prompt notice in writing to the Other Party of:

- (a) any information that indicates that any of its representations or warranties contained herein was not true and correct as of the date hereof or will not be true and correct at and as of the Effective Time with the same force and effect as if made at and as of the Effective Time (except for changes specifically permitted or contemplated by this Agreement);

- (b) the occurrence of any event that will result, or has a reasonable prospect of resulting, in the failure of any condition specified in Article 7 hereof to be satisfied; and
- (c) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the Amalgamation, or that the Amalgamation may otherwise violate the rights of or confer remedies upon such third party.

#### **4.11 Listing**

Imperial will use its commercially reasonable efforts to obtain approval of the Amalgamation by the TSXV and have all of the Resulting Issuer Shares accepted for listing by the TSXV and to fulfill all of the conditions of such acceptance stipulated by the TSXV. Each Party will provide the Other Party with all communications sent to or received from the TSXV or any Governmental Authority in connection with the Amalgamation and the Disclosure Document.

#### **4.12 OBL Financial Statements**

OBL agrees that it will prepare and provide the OBL Financial Statements, in accordance with IFRS and ensure that:

- (a) such OBL Financial Statements present fairly in accordance with IFRS the consolidated financial position, results of operations and changes in financial position of OBL as of the date thereof and for the periods indicated therein;
- (b) such OBL Financial Statements reflect appropriate and adequate reserves in respect of contingent liabilities (including Taxes), if any, of OBL;
- (c) with respect to the OBL Financial Statements and any subsequent interim period for which financial statements of OBL will be required to be included in the Disclosure Document, ensure such financial statements are audited or reviewed, as applicable, by an independent public accountant in accordance with the CPA Canada Handbook and applicable Law;
- (d) with respect to Material Contracts to which OBL is a party and commitments for the sale of goods or the provision of services by OBL, such OBL Financial Statements contain and reflect adequate reserves for all reasonably anticipated material losses and costs and expenses in excess of expected receipts; and
- (e) any Material Adverse Change in the financial position of OBL subsequent to the date of the OBL Financial Statements will be adequately disclosed to Imperial and reflected in the OBL Financial Statements, as necessary.

#### **4.13 Representations and Warranties**

Each of the Parties covenants and agrees that from the date hereof until the termination of this Agreement, it will not take any action, or fail to take any action, which would or may reasonably be expected to result in its representations and warranties set out herein being untrue in any material respect at any time prior to the Effective Date or the termination of this Agreement, whichever is first.

**ARTICLE 5  
COMMITMENT TO THE AMALGAMATION**

**5.1 Alternative Transactions**

Subject only to an exceptions as are necessary to satisfy the fiduciary obligations of its respective directors, each of OBL and Imperial hereby covenants that from the date hereof until the earlier of: (i) the Effective Time; and (ii) this Agreement having been terminated pursuant to and in accordance with Article 6, it will:

- (a) not directly or indirectly through any Representative take any action of any kind which could reasonably be construed to reduce the likelihood of success of consummating the Amalgamation, including but not limited to any action to continue, solicit, initiate, assist or encourage enquiries, submissions, proposals or offers from any other Person, entity or group relating to, and will not participate in any discussions or negotiations regarding or furnish to any other Person, entity or group any information with respect to, or otherwise cooperate in any way with or assist or participate in, or facilitate or encourage any effort or attempt with respect to an Alternative Transaction;
- (b) promptly notify the other Parties if it becomes aware that any proposal in respect of any Alternative Transaction has been made, or it or any of its Representatives has received any inquiry from or contact with any Person with respect thereto, and advise the Other Party of the content of any such proposal and, if written, provide the Other Party with copies; and
- (c) cease any and all negotiations with any third party in respect of any Alternative Transaction, and not release any such third party from its obligations under any confidentiality agreement or other similar agreement.

**5.2 Facilitation of Amalgamation**

Without limiting Section 5.1, each Party will use commercially reasonable efforts to satisfy each of the conditions precedent to be satisfied by it and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable Laws, including applicable securities Laws, and the policies of the TSXV to permit the completion of the Amalgamation in accordance with the provisions of this Agreement and the Amalgamation Agreement and to consummate and make effective all other transactions contemplated in and by this Agreement and the Amalgamation Agreement and each will cooperate with the others in connection with the foregoing, including:

- (a) satisfying all conditions precedent to the Amalgamation including the completion of all transactions to be effected prior to the Effective Time, including, without limitation, the Imperial Consolidation, the Name Change and the Concurrent Financing;
- (b) entering into and delivering the Closing Documents on or before the Effective Date;
- (c) agreeing to such changes, modifications or amendments to the Amalgamation Agreement or the Amalgamation as either OBL or Imperial may reasonably request, provided any such change, modification or amendment would not materially adversely affect such Party;
- (d) using reasonable efforts to provide notice to, and obtain all necessary Consents and Authorizations, the failure of which to obtain would prevent the Parties from effecting the Amalgamation or would reasonably be expected to result in a Material Adverse Change to OBL or Imperial;
- (e) using commercially reasonable efforts to effect or cause to be effected all necessary registrations and filings and submissions of information requested of it by any Governmental Authority, the failure of which to obtain would prevent the Parties from

effecting the Amalgamation or would reasonably be expected to result in a Material Adverse Change to OBL or Imperial;

- (f) using commercially reasonable efforts to lift or rescind any injunction or restraining order or other order which may be entered against it, which injunction or order would prevent the Parties from completing the Amalgamation;
- (g) cooperating with the other Parties in connection with any lawsuits or legal proceedings brought against any Party challenging this Agreement, or the completion of the Amalgamation, and keeping each other informed of any material information that becomes known to them in connection therewith;
- (h) complying promptly with all requirements imposed by Law on it with respect to this Agreement, the Amalgamation Agreement or the Amalgamation; and
- (i) not taking any action, or refraining from taking any commercially reasonable action, or permitting any action to be taken or not taken, which is inconsistent with this Agreement, or which would reasonably be expected to prevent, delay or otherwise impede the consummation of the Amalgamation subject to and in accordance with the terms and conditions hereof.

### **5.3 Notification**

Each Party will promptly notify the Other Party of:

- (a) any Material Adverse Change or any change, effect, event, development, occurrence, circumstance or state of facts which could reasonably be expected to have a Material Adverse Change in respect of such Party;
- (b) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Amalgamation (and contemporaneously provide a copy of any such notice or communication to the other Parties);
- (c) any notice or other communication from any Governmental Authority in connection with this Agreement or the Amalgamation (and contemporaneously provide a copy of any such notice or communication to the Other Party); or
- (d) any legal or regulatory proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting such Party or that relate to this Agreement or the Amalgamation.

## **ARTICLE 6 TERMINATION**

### **6.1 Termination by Imperial**

Imperial may, when not in default in the performance of any of its obligations under this Agreement, without prejudice to any other rights, terminate this Agreement on behalf of itself and Imperial AcquisitionCo by written notice to OBL if:

- (a) not all of the conditions precedent in Sections 7.1 and 7.3 have been satisfied or waived by Imperial on or prior to the Outside Date;

- (b) OBL breaches this Agreement in any material respect, provided that it has been given notice of such breach and such breach has not been cured within 15 days of OBL's receipt of such notice;
- (c) any of the conditions precedent in Section 7.1 or 7.3 become incapable of satisfaction on or prior to the Outside Date; or
- (d) OBL agrees to such termination.

## **6.2 Termination by OBL**

OBL, when not in default in the performance of any of its obligations under this Agreement, may, without prejudice to any other rights, terminate this Agreement by written notice to Imperial and Imperial AcquisitionCo if:

- (a) not all of the conditions precedent in Section 7.2 and 7.3 have been satisfied or waived by OBL, on or prior to the Outside Date;
- (b) Imperial or Imperial AcquisitionCo breaches this Agreement in any material respect, provided that Imperial has been given notice of such breach and such breach has not been cured within 15 days of Imperial's receipt of such notice;
- (c) any of the conditions precedent in Section 7.2 or 7.3 become incapable of satisfaction on or prior to the Outside Date; or
- (d) Imperial, on behalf of itself and Imperial AcquisitionCo, agrees to such termination.

## **6.3 Effect of Termination**

In the case of any termination of this Agreement pursuant to and in compliance with this Article 6, this Agreement, except in respect to any obligation hereunder which expressly survives termination in accordance with its terms, will be of no further force or effect provided that nothing herein will relieve any Party from its liability for any breach of this Agreement prior to such termination.

# **ARTICLE 7 CONDITIONS**

## **7.1 Conditions for the Benefit of Imperial**

The obligations of Imperial and Imperial AcquisitionCo to complete the Amalgamation will be subject to the fulfilment, or the waiver by Imperial, of the following conditions on or before the Effective Time, each of which is for the exclusive benefit of Imperial and may be waived in writing by Imperial at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) OBL will have complied in all material respects with its covenants in this Agreement on or before the Effective Time;
- (b) the representations and warranties of OBL set forth in this Agreement will be true and correct in all material respects on and as of the Effective Time (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;
- (c) OBL shall have caused each proposed new director or officer of Imperial as set out in Section 2.8 and 2.9 or any other Person who is expected to hold more than 10% of the

outstanding Resulting Issuer Shares following the Effective Time to have complied with all of the requirements of the TSXV;

- (d) no judgment or order will have been issued by any Governmental Authority, no action, suit, or proceeding will have been taken by any Person, and no Law, regulation or policy (including any TSXV policy) will have been proposed, enacted, or promulgated or applied:
  - (i) which could reasonably be expected to enjoin, prohibit or impose material limitations or conditions on the completion of the Amalgamation; or
  - (ii) that, if the Amalgamation was completed, could reasonably be expected to result in a Material Adverse Change to the Resulting Issuer;
- (e) the OBL Amalgamation Resolution will have been approved by the OBL Shareholders;
- (f) OBL will have delivered all Closing Documents required to be delivered by it in a form and substance satisfactory to Imperial and Imperial's counsel, each acting reasonably, and Imperial will have received all executed counterparts and certified or other copies of such documents as such counsel may reasonably request;
- (g) the Concurrent Financing shall have been completed;
- (h) the number of Dissenting Shareholders will not represent, in the aggregate, in excess of 5% of the OBL Shares issued and outstanding immediately prior to the OBL Meeting;
- (i) all necessary documents to be entered into in order to give effect to the Amalgamation will be in form and substance satisfactory to Imperial, acting reasonably; and
- (j) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, could reasonably be expected to result in, a Material Adverse Change to OBL.

## **7.2 Conditions for the Benefit of OBL**

The obligations of OBL to complete the Amalgamation will be subject to the fulfilment, or the waiver by OBL, of the following conditions on or before the Effective Time, each of which is for the exclusive benefit of OBL and may be waived in writing by OBL, as applicable, at any time, in whole or in part, in its sole discretion without prejudice to any other rights that it may have:

- (a) each of Imperial and Imperial AcquisitionCo will have complied in all material respects with its covenants in this Agreement on or before the Effective Time;
- (b) Imperial will have completed the Name Change and Imperial Consolidation in accordance with applicable Laws;
- (c) the representations and warranties of Imperial and Imperial AcquisitionCo set forth in this Agreement will be true and correct in all material respects on and as of the Effective Time (as if made on and as of that time) except as affected by transactions contemplated or permitted by this Agreement and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;

- (d) no judgment or order will have been issued by any Governmental Authority, no action, suit or proceeding will have been taken by any Person, and no Law, regulation or policy will have been proposed, enacted, or promulgated or applied:
- (i) which could reasonably be expected to have the effect to cease trade in any of the securities of Imperial or enjoin, prohibit or impose material limitations or conditions on the completion of the Amalgamation; or
  - (ii) that, if the Amalgamation was completed, could reasonably be expected to result in a Material Adverse Change to OBL or the Resulting Issuer;
- (e) the Imperial Authorizing Resolution, the Omnibus Plan Resolution and, if required by the TSXV, the Imperial Shareholder Resolution, will each have been approved by the Imperial Shareholders;
- (f) the OBL Amalgamation Resolution will have been approved by the OBL Shareholders;
- (g) the Imperial AcquisitionCo Amalgamation Resolution will have been approved by Imperial as the sole shareholder of Imperial AcquisitionCo;
- (h) Imperial will have delivered all Closing Documents required to be delivered by it in a form and substance satisfactory to OBL and OBL's counsel, each acting reasonably, and OBL will have received all executed counterparts and certified or other copies of such documents as such counsel may reasonably request;
- (i) except as expressly contemplated herein, Imperial will not have issued any Imperial Pre-Consolidation Shares, any Imperial Post-Consolidation Shares, or any other rights to acquire Imperial Pre-Consolidation Shares or Imperial Post-Consolidation Shares following the date of this Agreement;
- (j) all necessary documents to be entered into in order to give effect to the Amalgamation will be in form and substance satisfactory to OBL, acting reasonably;
- (k) since the date hereof, there will not have been any change, condition, event or occurrence that, individually or in the aggregate, has been, or could reasonably be expected to result in, a Material Adverse Change to Imperial or Imperial AcquisitionCo;
- (l) neither Imperial nor Imperial AcquisitionCo will have any outstanding indebtedness or liabilities other than expenses incurred in connection with the Amalgamation and related matters as contemplated herein or to maintain Imperial's status as a reporting issuer in British Columbia and Alberta;
- (m) Imperial shall have minimum Working Capital of Cdn\$50,000;
- (n) the Imperial Post-Consolidation Shares issuable to OBL Shareholders at the Effective Time will be issued pursuant to exemptions from the prospectus requirements of the *Securities Act* (British Columbia) free and clear of all encumbrances and hold periods other than such escrow restrictions as may be imposed by the TSXV;
- (o) each of the existing directors and officers of Imperial shall have resigned and been replaced by nominees of OBL pursuant to Sections 2.8 and 2.9 hereof;
- (p) Imperial will not be in default of any of its obligations as a reporting issuer in Alberta or British Columbia or with respect to the listing of the Imperial Pre-Consolidation Shares or the Imperial Post-Consolidation Shares on the TSXV, and there shall be no cease trade or similar order in respect of any of the securities of Imperial or Imperial AcquisitionCo; and

- (q) each of the Designated Shareholders shall have entered into the Imperial Voting Support Agreement concurrently with the execution of this Agreement.

### **7.3 Mutual Conditions**

The obligations of the Parties to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions at or before the Effective Time (any of which may be waived in writing by the mutual agreement of the Parties):

- (a) the Effective Date will occur on or before the Outside Date;
- (b) no provision of any applicable Law and no judgment, injunction, order or decree will be in effect which restrains or enjoins or otherwise prohibits the consummation of the Amalgamation;
- (c) the appropriate approval of any Governmental Authority, including all Consents, waivers, permits, orders and Authorizations of any such Governmental Authority in connection with, or required to permit, the consummation of the transactions contemplated hereby, the failure to obtain which or the non-expiry of which would constitute a breach of applicable Law, or would, individually or in the aggregate, be or reasonably be expected to result in a Material Adverse Change to any of the Parties after the Effective Time, will have been obtained or received;
- (d) all Authorizations or Consents and all regulatory authorizations and receipt of all necessary approvals from the TSXV for the Amalgamation and the listing of the Resulting Issuer Shares on the TSXV (subject to Imperial's fulfilling the TSXV's usual and ordinary listing requirements) will have been obtained on terms satisfactory to the Parties; and
- (e) this Agreement will have not been terminated in accordance with Article 6 of this Agreement.

### **7.4 Notice and Cure Provisions**

Each of OBL, on the one hand, and Imperial and Imperial AcquisitionCo, on the other hand, will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Effective Date, of any event or state of facts which occurrence or failure would, or would reasonably be likely to:

- (a) constitute a material breach of any of its representations or warranties contained herein or which would cause such representations and warranties to be untrue or incorrect in any material respect on the Effective Date; or
- (b) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the other hereunder prior to the Effective Date.

Neither OBL, on the one hand, nor Imperial and Imperial AcquisitionCo, on the other hand, may elect not to complete the Amalgamation or the other transactions contemplated hereby pursuant to any of the conditions precedent contained in Sections 7.1 or 7.2, or exercise any termination right arising therefrom, unless forthwith and in any event prior to the Effective Date, OBL, on the one hand, or Imperial, on the other hand, as the case may be, has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which OBL, on the one hand, or Imperial, on the other hand, as the case may be, is asserting as the basis for the non-fulfillment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered, provided that OBL, on the one hand, or Imperial, on the other hand, as the case may be, is proceeding diligently to cure such matter, if such matter is capable of being cured, the other may not terminate this Agreement until the earlier of the Outside Date and the expiration of a period of 10 days from such notice.

## 7.5 Satisfaction, Waiver and Release of Conditions

The conditions provided for in this Article 7 will be deemed conclusively to have been satisfied, waived or released when the Amalgamation Application has been filed as contemplated in Section 2.5.

## ARTICLE 8 CLOSING DELIVERIES

### 8.1 Closing Documents

Provided that the conditions precedent in Article 7 that must be satisfied prior to the Effective Date are satisfied or waived by the Party or Parties entitled to waive, as the case may be, then on or before the last Business Day prior to the Effective Date the Parties will execute, deliver or cause to be delivered, as the case may be, and as applicable to each of them, the documents and instruments described in Sections 8.2 and 8.3, as applicable (the "**Closing Documents**") to the Other Party electronically.

### 8.2 OBL Deliveries

OBL will deliver the following Closing Documents:

- (a) a certificate of a senior officer of OBL and certifying, on behalf of OBL as of the Effective Date, that OBL has complied in all material respects with its covenants in this Agreement and that the conditions precedent that must be satisfied on or prior to the Effective Date in Sections 7.2 and 7.3 have been satisfied or are waived;
- (b) a certificate of a senior officer of OBL certifying that the representations and warranties of such company set forth in this Agreement are true and correct in all material respects on and as of the Effective Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;
- (c) a certificate of good standing or equivalent of OBL;
- (d) a counterpart of the Amalgamation Agreement duly executed by OBL;
- (e) a counterpart to the Amalgamation Application duly executed by OBL and associated statutory declaration;
- (f) a certified copy of the OBL Amalgamation Resolution;
- (g) a certified copy of the resolutions of the directors of OBL approving the Amalgamation and this Agreement;
- (h) consents in writing to act as directors of Imperial duly signed by the individuals set forth in Section 2.8;
- (i) consent in writing to act as a director of Amalco duly signed by an individual designated by OBL;
- (j) evidence satisfactory to Imperial and its legal counsel, acting reasonably, of the completion of all corporate proceedings of OBL, and all other matters which, in the reasonable opinion of Imperial and its legal counsel, are necessary in connection with the transactions contemplated by this Agreement; and

- (k) such other documents, certificates, opinions and deliveries as the Parties mutually consider reasonably necessary or desirable in connection with this Agreement and the consummation of the transactions contemplated herein.

### **8.3 Imperial and Imperial AcquisitionCo Deliveries**

Imperial and Imperial AcquisitionCo will deliver the following Closing Documents:

- (a) a certificate of a senior officer of each of Imperial and Imperial AcquisitionCo certifying, on behalf of such company as of the Effective Date, that such company has complied in all material respects with its covenants in this Agreement and that the conditions precedent that must be satisfied on or prior to the Effective Date in Sections 7.1 and 7.3 have been satisfied or are waived;
- (b) a certificate of a senior officer of each of Imperial and Imperial AcquisitionCo certifying that the representations and warranties of such company set forth in this Agreement are true and correct in all material respects on and as of the Effective Date (as if made on and as of such date) except as affected by the transactions contemplated or permitted by this Agreement, and except to the extent that any such representation or warranty is made as of a specified date, in which case such representation or warranty will have been true and correct as of such date;
- (c) a counterpart of the Amalgamation Agreement duly executed by Imperial and Imperial AcquisitionCo;
- (d) a counterpart to the Amalgamation Application duly executed by Imperial AcquisitionCo and associated statutory declaration;
- (e) a certificate of good standing of each of Imperial and Imperial AcquisitionCo;
- (f) a certified copy of the Imperial AcquisitionCo Amalgamation Resolution;
- (g) a certified copy of the Imperial Authorizing Resolution, the Omnibus Plan Resolution and, if required by the TSXV, the Imperial Shareholder Resolution;
- (h) certified copies of the resolutions of the directors of Imperial and Imperial AcquisitionCo approving the Amalgamation, this Agreement, the Name Change, the Imperial Consolidation and the issuance of the Imperial Post-Consolidation Shares pursuant to the Amalgamation;
- (i) the conditional approval letter or other written communication from the TSXV confirming the conditional listing of the Resulting Issuer Shares, subject to Imperial fulfilling the TSXV's usual and ordinary listing requirements;
- (j) resignations and mutual releases in writing from each of the departing incumbent directors and officers of Imperial in form and substance acceptable to OBL, acting reasonably;
- (k) voluntary lock-up agreements in form and substance acceptable to OBL, acting reasonably, executed by each of the Designated Shareholders who are not otherwise subject to more onerous TSXV-imposed escrow or seed share resale restrictions, evidencing that the Resulting Issuer Shares and convertible securities of Imperial directly or indirectly held by such Designated Shareholders may not be transferred, offered or sold other than in accordance with the following release schedule:

Proportion Subject to Resale Restrictions	Expiration of Resale Restrictions
34%	The date on which the Resulting Issuer Shares are listed for trading.
22%	6 months from the date the Resulting Issuer Shares are listed for trading.
22%	12 months from the date the Resulting Issuer Shares are listed for trading.
22%	18 months from the date the Resulting Issuer Shares are listed for trading.

- (l) evidence satisfactory to OBL and its legal counsel, acting reasonably, of the completion of all corporate proceedings of Imperial and Imperial AcquisitionCo and all other matters which, in the reasonable opinion of OBL and its legal counsel, are necessary in connection with the transactions contemplated by this Agreement; and
- (m) such other documents, certificates, opinions and deliveries as the Parties mutually consider reasonably necessary or desirable in connection with this Agreement and the consummation of the transactions contemplated herein.

#### 8.4 Books and Records

From and after the Effective Time, Amalco will retain all Books and Records of Imperial and Imperial AcquisitionCo, and Imperial will deliver such Books and Records at OBL's direction on the Effective Date.

### ARTICLE 9 INDEMNIFICATION

#### 9.1 Survival of Representations, Warranties, and Covenants

All representations, warranties, covenants, agreements and obligations of Imperial and Imperial AcquisitionCo jointly and severally on one hand, or OBL on the other hand, as applicable (each, an "Indemnifying Party"), contained herein and all claims of the Other Party, as applicable (the "Indemnitee"), in respect of any breach of any representation, warranty, covenant, agreement or obligation of any Indemnifying Party contained in this Agreement, will merge on the Effective Date.

#### 9.2 Indemnification

Subject to an Indemnitee's duty to mitigate and to the other terms and conditions of this Article 9, the Indemnifying Party will indemnify and defend the Indemnitee against, and will hold it harmless from and against, and will pay and reimburse it for, any and all Losses incurred or sustained by, or imposed upon, the Indemnitee based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of the Indemnifying Party contained in this Agreement or in any certificate or instrument delivered by the Indemnifying Party pursuant to this Agreement, as of the date such representation or warranty was made or as if such representation or warranty was made on and as of the Effective Date (except for representations and warranties that expressly relate to a specified date, the inaccuracy in or breach of which will be determined with reference to such specified date); and/or
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by the Indemnifying Party pursuant to this Agreement; and

- (c) any Losses incurred as a result of or in connection with any action, transaction or matter taken or failed to be taken by the Indemnifying Party prior to the Effective Date.

### **9.3 Certain Limitations**

The aggregate amount of all Losses for which the Indemnifying Party will be liable pursuant to the indemnifications provided for in Section 9.2 will not exceed \$100,000, and the Indemnitee will take all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to or does, give rise thereto, including incurring costs only the minimum extent necessary to remedy the breach that gives rise to such Loss.

### **9.4 Indemnification Procedures**

Any claims for indemnification (the "**Indemnification Claim**") by an Indemnitee will be asserted by the Indemnitee giving the Indemnifying Party reasonably prompt written notice thereof, but in any event not later than 30 days after the Indemnitee becomes aware of the Indemnification Claim. The failure to give such prompt written notice will not, however, relieve the Indemnifying Party of its indemnification obligations, except and only to the extent that the Indemnifying Party forfeits rights or defenses or is otherwise materially prejudiced by reason of such failure. Such notice by the Indemnitee will describe the Indemnification Claim in reasonable detail will include copies of all material written evidence thereof and will indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnitee. The Indemnifying Party will have 30 days after its receipt of such notice to respond in writing to the Indemnification Claim. The Indemnitee will allow the Indemnifying Party and its professional advisors to investigate the matter or circumstance alleged to give rise to the Indemnification Claim, and whether and to what extent any amount is payable in respect of the Indemnification Claim and the Indemnitee will assist the Indemnifying Party's investigation by giving such information and assistance (including access to the Indemnitee's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnifying Party or any of its professional advisors may reasonably request. If the Indemnifying Party does not so respond within such 30 days period, the Indemnifying Party will be deemed to have rejected the Indemnification Claim, in which case the Indemnitee will be free to pursue such remedies as may be available to the Indemnitee on the terms and subject to the provisions of this Agreement.

### **9.5 Payment**

Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article 9, the Indemnifying Party will satisfy its obligations within 15 Business Days of such agreement or adjudication by wire transfer of immediately available funds. The Parties agree that should the Indemnifying Party not make full payment of any such obligations within such 15 Business Day period, any amount payable will accrue interest from and including the date of agreement of the Indemnifying Party or adjudication to and including the date such payment has been made at a rate per annum equal to 5%. Such interest will be calculated daily on the basis of a 365 day year and the actual number of days elapsed, without compounding.

### **9.6 Exclusive Remedies**

The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all Indemnification Claims (other than Indemnification Claims arising from fraud, criminal activity or willful misconduct on the part of a Party in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement, will be pursuant to the indemnification provisions set forth in this Article 9. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the Other Party arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article 9. Nothing in this Section 9.6 will limit any Party's right

to seek and obtain any equitable relief to which any Party will be entitled or to seek any remedy on account of any Other Party's fraudulent, criminal activity or wilful misconduct.

## **ARTICLE 10 CONFIDENTIALITY**

### **10.1 Confidentiality**

The Parties will, and will cause their employees, officers, directors, shareholders, outside advisors, agents, affiliates, Associates and Representatives to, treat any data and information obtained with respect to the Parties, or any of their affiliates or Associates, from any Representative, officer, director or employee of the Parties, or from any books or records of the Parties, confidentially and with commercially reasonable care and discretion, and will not disclose any such information to third parties; provided, however, that the foregoing will not apply to: (a) information in the public domain as at the date hereof or that becomes public through disclosure other than by breach by a Party of the provisions of this Article 10, (b) information that is required to be disclosed by applicable Law or the policies of the TSXV, (iii) information that is disclosed by a Party or its affiliates or Associates, on a confidential basis, to any of its agents, accountants, attorneys and prospective lenders or investors in connection with or related to the consummation of the transactions contemplated hereby, including the financing of the transactions contemplated by this Agreement.

In the event that this Agreement is terminated, each of Imperial and Imperial AcquisitionCo, on the one hand, and OBL, on the other hand, upon the written request of the other, will, and will cause its Representatives to, promptly deliver to the applicable Party(ies) any and all documents or other materials furnished by such Party(ies) or their respective affiliates in connection with this Agreement without retaining any copy thereof. In the event of such request, all other documents, whether analyses, compilations or studies, that contain or otherwise reflect the information furnished by a Party, will be destroyed by the applicable receiving Party or will be returned and the applicable Party(ies) will confirm in writing that all such materials have been returned or destroyed. No failure or delay by any Party(ies) in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The Parties recognize and agree that in the event of a breach by any Party of this section, money damages would not be an adequate remedy for such breach and, even if money damages were adequate, it would be impossible to ascertain or measure with any degree of accuracy the damages sustained therefrom. Accordingly, if there should be a breach or threatened breach by any Party(ies) of the provisions of this Section 10.1, the other applicable Party(ies), will be entitled to an injunction restraining any breach without showing or proving actual damage sustained by such Party(ies). Nothing in the preceding sentence will limit or otherwise affect any remedies that the non-violating Party(ies) may otherwise have under applicable Law.

## **ARTICLE 11 GENERAL PROVISIONS**

### **11.1 Notice**

Any notice delivered or emailed will be deemed to have been given and received on the Business Day next following the date of delivery or email, as the case may be. Any notice mailed as aforesaid will be deemed to have been given and received on the third Business Day following the date it is posted, provided that if between the time of mailing and actual receipt of the notice there will be a mail strike, slow down or other labour dispute which might affect delivery of the notice by mail, then the notice will be effective only if actually delivered. Any notice, request, consent, agreement or approval which may or is required to be

given pursuant to this Agreement and the transactions contemplated thereby will be in writing and will be sufficiently given or made if mailed or emailed, in the case of:

- (a) Imperial and Imperial AcquisitionCo, addressed as follows:

**Imperial Ginseng Products Ltd.**  
1030 West Georgia Street, Suite 702  
Vancouver, British Columbia  
V6Y 2Y3 Canada

Attention: Stephen McCoach  
E-mail: [REDACTED]

- (b) OBL, addressed as follows:

**One Bullion Ltd.**  
130 Spadina Avenue, Suite 401  
Toronto, Ontario  
M5V 2L4 Canada

Attention: Adam Berk  
E-mail: [REDACTED]

## 11.2 Assignment

No Party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of each of the other Parties.

## 11.3 Binding Effect

This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns (including, for greater certainty, Amalco).

## 11.4 Time of the Essence

Time is of the essence hereof.

## 11.5 Governing Law

This Agreement will be governed by and construed in accordance with the Laws of the province of Ontario and the federal Laws of Canada applicable therein.

## 11.6 Entire Agreement

This Agreement (including, for greater certainty, the Amalgamation Agreement), constitutes the entire agreement and understanding between and among the Parties with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto including, without limitation, the Letter of Intent.

## 11.7 Amendment or Waiver

Subject to any requirements imposed by Law or by any court having jurisdiction, this Agreement may be amended, modified or superseded, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, but only by written instrument executed by all the Parties. No waiver of

any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

#### **11.8 Severability**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is determined to be void or unenforceable in whole or in part, it will be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision will be severable from this Agreement.

#### **11.9 Counterparts and Delivery**

This Agreement may be executed in any number of counterparts, each of which will be considered the original and all of which, together, will constitute one and the same instrument. This Agreement may also be executed in original or by signature sent and received by facsimile or other electronic transmission and the reproduction of such signature sent and received by way of facsimile or other electronic transmission will be deemed as though such reproduction was an executed original thereof.

#### **11.10 Expenses**

Each Party shall be responsible for its own expenses in connection with the Amalgamation and other matters contemplated hereby, all in accordance with the terms and conditions hereof, provided that:

- (a) OBL shall be responsible for the payment of all TSXV fees associated with the Amalgamation; and
- (b) if Imperial terminates this Agreement due to OBL failing to complete the Concurrent Financing, then OBL will immediately pay (within 2 Business Days) to Imperial \$100,000 to reimburse Imperial for the expenses incurred in connection with this Agreement.

#### **11.11 Further Assurances**

Each of the Parties agrees that each will promptly furnish to the other such further documents and take or cause to be taken such further actions as may reasonably be required in order to effect this Agreement and the Amalgamation. Each Party hereto agrees to execute and deliver such instruments and documents as the other Parties may reasonably require in order to carry out the intent of this Agreement.

*[Remainder of page intentionally left blank.]*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the day and year first above written.

**IMPERIAL GINSENG PRODUCTS LTD.**

Per: "Stephen McCoach"  
*Authorized signatory*

**ONE BULLION LIMITED**

Per: "Adam Berk"  
*Authorized signatory*

**1000975360 ONTARIO INC.**

Per: "Stephen McCoach"  
*Authorized signatory*

██████████

██████████

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## AMALGAMATION AGREEMENT

THIS AGREEMENT made as of the ► day of ►, 2024

### BETWEEN:

**ONE BULLION LIMITED**, a corporation existing under the laws of Ontario, Canada

("OBL")

### AND:

**IMPERIAL GINSENG PRODUCTS LTD.**, a corporation existing under the laws of British Columbia, Canada

("Imperial")

### AND:

**1000975360 ONTARIO INC.**, a corporation existing under the laws of Ontario, Canada

("Imperial AcquisitionCo")

### RECITALS:

**WHEREAS** Imperial, Imperial AcquisitionCo and OBL have entered into a merger agreement dated as of ►, 2024 pursuant to which the parties thereto have agreed, amongst other matters, that the business and assets of OBL will be combined with those of Imperial (the "**Merger Agreement**");

**AND WHEREAS** it is desirable for Imperial AcquisitionCo and OBL to amalgamate (the "**Amalgamation**") under the OBCA (as hereinafter defined) upon the terms and conditions hereinafter set out;

**AND WHEREAS** Imperial, as the sole shareholder of Imperial AcquisitionCo, has approved the Amalgamation;

**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 hereto do hereby agree as follows:

#### 1. Interpretation

In this Agreement including the recitals:

"**Acquisition**" means the acquisition by Imperial of OBL pursuant to the terms of the Merger Agreement and this Agreement;

"**Agreement**" means this agreement and any amendment made to this Agreement;

"**Amalco**" means the corporation resulting from the Amalgamation and continuing the corporate existence of the Amalgamating Corporations;

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

**"Amalgamating Corporation"** means each of Imperial AcquisitionCo and OBL and **"Amalgamating Corporations"** means both of them;

**"Amalgamation"** means the amalgamation of the Amalgamating Corporations pursuant to the provisions of section 174 of the OBCA in the manner contemplated in and pursuant to this Agreement;

**"Assets"** means, with respect to a Party to this Agreement, all property (tangible or intangible) owned, leased or otherwise held for or used by the Party in the operation of its business;

**"Broker Warrants"** means the broker warrants to be issued by OBL to the agents acting in connection with the Concurrent Financing, each of which entitles the holder thereof to acquire ▶ at an exercise price of \$▶ for a period of ▶ years;

**"Certificate of Amalgamation"** means the certificate of amalgamation to be issued by the Registrar in respect of the Amalgamation;

**"Concurrent Financing"** has the meaning ascribed thereto in the Merger Agreement;

**"Convertible Debentures"** means the convertible debentures of OBL listed in the OBL Disclosure Letter.

**"Dissent Rights"** means the rights of dissent provided to OBL Shareholders in respect of the Amalgamation provided for pursuant to Section 185 of the OBCA;

**"Dissenting OBL Share"** means a OBL Share held by a Dissenting Shareholder;

**"Dissenting Shareholder"** means a OBL Shareholder who validly exercises their Dissent Rights, and becomes entitled to receive, if the Amalgamation is completed, the fair value of such OBL Shareholder's Dissenting OBL Shares, provided such OBL Shareholder has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights or otherwise failed to comply with the requirements of the OBCA;

**"Effective Date"** means the effective date of the Amalgamation, as set forth in and indicated on the certificate of amalgamation issued by the Registrar and giving effect to the Amalgamation;

**"Effective Time"** means 12:01 a.m. (Toronto time) on the Effective Date;

**"Governmental 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 TSXV.

**"Imperial AcquisitionCo Share"** means a common share in the capital of Imperial AcquisitionCo;

**"Imperial Broker Warrants"** means broker warrants of Imperial;

**"Imperial Consolidation"** means the consolidation of all of the issued and outstanding Imperial Pre-Consolidation Shares on the basis of 0.333333 Imperial Post-Consolidation Shares for every one Imperial Pre-Consolidation Share;

**"Imperial Options"** means the incentive stock options of Imperial;

**"Imperial Post-Consolidation Shares"** means the common shares in the capital of Imperial immediately following the Imperial Consolidation;

"**Imperial Pre-Consolidation Shares**" means the common shares in the capital of Imperial as constituted as of the date of the Merger Agreement, prior to the Imperial Consolidation;

"**Merger Agreement**" has the meaning ascribed thereto in the recitals to this Agreement;

"**New Plan**" means the omnibus equity incentive plan of Imperial to be adopted by Imperial in a form acceptable to OBL;

"**OBCA**" means the *Business Corporations Act* (Ontario), as the same has been and may hereafter from time to time be amended;

"**OBL CF Warrants**" means the share purchase warrants of OBL to be issued pursuant to the Concurrent Financing, each entitling the holder to acquire one OBL Share at an exercise price of \$0.80 for a period of two years.

"**OBL DB Warrants**" means the share purchase warrants of OBL to be issued upon conversion of the Convertible Debentures immediately prior to the Effective Time, each entitling the holder to acquire one OBL Share at an exercise price of \$0.80 for a period of two years.

"**OBL Disclosure Letter**" means the letter dated the date of the Merger Agreement from OBL to Imperial delivered concurrently with such Merger Agreement;

"**OBL Options**" means the incentive stock options of OBL listed in the OBL Disclosure Letter;

"**OBL Shareholders**" means the holders of OBL Shares, immediately prior to the Effective Time, including any holders of OBL Shares received in connection with the Concurrent Financing and "**OBL Shareholder**" will mean any of the OBL Shareholders;

"**OBL Shares**" means the common shares without par value in the capital of OBL;

"**OBL Warrants**" means the share purchase warrants of OBL listed in the OBL Disclosure Letter;

"**Paid-up Capital**" means paid-up capital within the meaning of subsection 89(1) of the *Income Tax Act* (Canada);

"**Parties**" means Imperial, Imperial AcquisitionCo and OBL;

"**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, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Registrar**" means the Ontario Business Registry; and

"**TSXV**" means the TSX Venture Exchange.

## 2. **Paramountcy**

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

## 3. **Agreement to Amalgamate**

Each of the Parties hereby agrees to the Amalgamation. The Amalgamating Corporations shall amalgamate to create Amalco on the terms and conditions set out in this Agreement.

## 4. **Amalgamation Events**

The Parties shall cause the Articles of Amalgamation to be filed pursuant to section 174 of the OBCA to effect the Amalgamation. Under the Amalgamation:

- (i) the Amalgamating Companies will amalgamate by way of statutory amalgamation under the OBCA and continue as one company, being Amalco;
- (ii) each issued and outstanding Imperial AcquisitionCo Share will be exchanged for one Amalco Share, and the issued and outstanding Imperial AcquisitionCo Shares will be cancelled;
- (iii) the OBL Shareholders (other than Dissenting Shareholders) will receive, as consideration for their OBL Shares (including all OBL Shares issued pursuant to the Concurrent Financing and issued upon conversion of the Convertible Debentures), one Imperial Post-Consolidation Share for each one OBL Share held; and share certificates or written acknowledgements of uncertificated shares representing OBL Shares will be deemed to be immediately cancelled and will represent only the right to receive certificates representing Imperial Post-Consolidation Shares in accordance with the terms and conditions hereof;
- (iv) each Dissenting Shareholder will cease to have any rights as a OBL Shareholder other than the right to be paid by Amalco the fair value of the OBL Shares held by the Dissenting Shareholder in accordance with the OBCA;
- (v) each OBL Warrant, OBL CF Warrant and OBL DB Warrant shall thereafter entitle the holder thereof to receive, upon exercise thereof, one Imperial Post-Consolidation Share in lieu of one OBL Share and otherwise on substantially the same terms and conditions; every warrant certificate representing an OBL Warrant, OBL CF Warrant and OBL DB Warrant will be deemed to be amended accordingly;
- (vi) each Broker Warrant shall be cancelled and each holder of Broker Warrants will receive, as consideration for their Broker Warrants, Imperial Broker Warrants, each exercisable to acquire **[one Imperial Post-Consolidation Share]** for each Imperial Broker Warrant held and otherwise on substantially the same terms and conditions as the Broker Warrants being replaced; every certificate representing a Broker Warrant will be deemed to be cancelled and will represent only the right to receive a certificate representing one Imperial Broker Warrant for every one cancelled Broker Warrant in accordance with the terms and conditions hereof;
- (vii) all OBL Options shall be cancelled and each holder of OBL Options will receive, as consideration for their OBL Options, Imperial Options governed by the New Plan, each exercisable to acquire one Imperial Post-Consolidation Share for each OBL Option previously held and otherwise on substantially the same terms as the OBL Options being replaced; every option certificate or option agreement representing a OBL Option will be deemed to be cancelled and will represent only the right to receive a certificate representing one Imperial Option for every one cancelled OBL Option in accordance with the terms and conditions hereof;
- (viii) as consideration for the issuance of the Imperial Post-Consolidation Shares to the OBL Shareholders, Amalco will issue 100 Amalco Shares to Imperial; and
- (ix) all of the property, rights, privileges and Assets of each of Imperial AcquisitionCo and OBL will be the property, rights, privileges and assets of Amalco, and Amalco will assume all of the liabilities and obligations of each of Imperial AcquisitionCo and OBL and all contracts, disabilities and debts, of each of Imperial AcquisitionCo and OBL and any conviction against, or ruling, order or

judgment in favour of, or against, an Amalgamating Corporation may be enforced by or against Amalco, as applicable; and

- (x) Amalco will be a wholly-owned subsidiary of Imperial.

## **5. Delivery of Securities Following Amalgamation**

In accordance with normal commercial practice, as soon as practicable following the Effective Date, Imperial shall issue certificates representing the appropriate number of Imperial Post-Consolidation Shares to the former holders of OBL Shares (who are not Dissenting Shareholders).

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

The Amalgamation is subject to the satisfaction or waiver, on or before the Effective Date, of all conditions precedent to the completion of the Amalgamation and delivery of all closing deliverables as set forth in the Merger Agreement.

## **7. Fractional Shares**

No fractional Imperial Post-Consolidation Shares, Imperial Options or Imperial Broker Warrants will be issued or delivered to any OBL securityholder otherwise entitled thereto as a result of the Amalgamation, if any. Instead, the number of Imperial Post-Consolidation Shares or Imperial Options issued to each exchanging holder of OBL Shares, OBL Options or Broker Warrants, as applicable, will be rounded down to the nearest whole number.

## **8. Filing of Articles of Amalgamation**

If this Agreement is adopted by each of the Amalgamating Corporations as required by the OBCA, the Amalgamating Corporations agree that they will, jointly and together, file with the Registrar, agreed upon Articles of Amalgamation in the form prescribed under the OBCA.

## **9. Effective Time**

The Amalgamation shall take effect and go into operation at the Effective Time, if this Agreement has been adopted as required by law and all necessary filings have been made with the Registrar before that time, or at such later time, or time and date, as may be determined by the directors or by special resolutions of the Amalgamating Corporations when this Agreement shall have been adopted as required by law; provided, however, that if the respective directors of either of the Amalgamating Corporations determine that it is in the best interests of the Amalgamating Corporations, or either of them, or of Amalco, not to proceed with the Amalgamation, then either of the Amalgamating Corporations may, by written notice to the other parties, terminate this Agreement at any time prior to the Amalgamating Corporations being amalgamated, and in such event, the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Amalgamating Corporations.

## **10. Name**

The name of Amalco shall be <\*>.

## **11. Registered Office**

The registered office of Amalco shall be in the Province of Ontario.

**12. Activities**

There will be no limitations on the activities of Amalco. The directors of Amalco shall be authorized to borrow money on the credit of Amalco. The articles and by-laws of OBL shall be the articles and by-laws of Amalco.

**13. Authorized Capital**

The authorized capital of Amalco shall consist of an unlimited number of common shares without nominal or par value.

**14. Capital**

The amount to be added to the stated capital in respect of the Amalco Shares issuable by Amalco pursuant to Sections 4(ii) and 4(iii) of this Agreement shall be the aggregate of: (i) the Paid-up Capital, determined immediately before the Effective Time, of the Imperial AcquisitionCo Shares converted into Amalco Shares pursuant to section 4(ii); and (ii) the Paid-up Capital, determined immediately before the Effective Time, of all of the issued and outstanding OBL Shares immediately before the Effective Time (other than any OBL Shares held by Imperial AcquisitionCo, if any).

**15. Number of Directors**

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

**16. Initial Director**

The initial directors of Amalco shall be the person whose name and residential address appears below:

<u>Name</u>	<u>Prescribed Address</u>
▶	▶

The above director will hold office from the Effective Date until the first annual meeting of shareholders of Amalco or until his or her successors are elected or appointed.

**17. Termination**

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 and following the termination of the Merger Agreement, without, except as provided in the Merger Agreement, any recourse by any Party hereto or any of their shareholders or other Persons.

**18. Governing Law**

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

**19. 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 Agreement.

**20. Time of the Essence**

Time shall be of the essence of this Agreement.

**21. Amendments**

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

**22. Counterparts**

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

**IN WITNESS WHEREOF** the Parties have executed this Agreement.

**1000975360 ONTARIO INC.**

By: \_\_\_\_\_  
Authorized Signatory

**IMPERIAL GINSENG PRODUCTS LTD.**

By: \_\_\_\_\_  
Authorized Signatory

**ONE BULLION LIMITED**

By: \_\_\_\_\_  
Authorized Signatory

**SCHEDULE B**

**IMPERIAL ACQUISITIONCO AMALGAMATION RESOLUTION**

**RESOLVED AS A SPECIAL RESOLUTION** that:

1. 1000975360 Ontario Inc. (the "**Company**") amalgamate with One Bullion Ltd. ("**OBL**") under the provisions of the *Business Corporations Act* (Ontario);
2. the amalgamation agreement dated [●], 2024 (the "**Amalgamation Agreement**"), between the Company, OBL, and Imperial Ginseng Products Ltd. is hereby consented to, approved, and adopted; and
3. any director or officer of the Company be, and he or she is hereby authorized to execute and deliver all such documents and instruments and do all such things as may be necessary to give full effect to the transactions contemplated by the Amalgamation Agreement ("**General Authority**") and execution and delivery of any such document or instrument by any such director or officer will be conclusive proof of the General Authority to execute and deliver the same.

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