ENERSPAR CORP.

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS

AND

MANAGEMENT INFORMATION CIRCULAR

May 15, 2019

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF ENERSPAR CORP.

NOTICE IS HEREBY GIVEN that the annual and special meeting (the "**Meeting**") of the shareholders (the "**Shareholders**") of EnerSpar Corp. ("**EnerSpar**") will be held at the offices of DLA Piper (Canada) LLP, Suite 1000, Livingstone Place West, 250 2nd Street SW, Calgary, Alberta on June 14, 2019 at 11:00 a.m. (Calgary time) for the following purposes, as more particularly described in the enclosed management information circular (the "**Circular**"):

1. to receive and consider the audited financial statements of EnerSpar as at and for the years ended December 31, 2018, 2017 and 2016, together with the respective report of the auditors thereon;

2. to set the number of directors of EnerSpar at five (the "**EnerSpar Board Resolution**");

3. to elect the directors of EnerSpar (the "**EnerSpar Director Election Resolution**");

4. to appoint Parker Simone LLP as the auditor of EnerSpar and to authorize the directors to fix their remuneration (the "**EnerSpar Auditor Resolution**");

5. to consider and, if thought advisable, to approve, with or without variation, an ordinary resolution to re-approve and confirm the EnerSpar stock option plan (the "**EnerSpar Stock Option Plan**") in accordance with the policies of the TSX Venture Exchange (the "**EnerSpar Option Plan Resolution**");

6. to consider and, if thought advisable, to approve, with or without variation, an ordinary resolution to voluntary delist EnerSpar's common shares (the "**EnerSpar Shares**") from the TSX Venture Exchange (the "**Delisting**"), to be implemented only in the event that all conditions to the Business Combination (as defined below) have been satisfied or waived (other than conditions that may be or are intended to be satisfied only after the Delisting is completed) (the "**Delisting Resolution**"), as more fully described in the Circular;

7. to consider and, if thought advisable, to approve, with or without variation, a special resolution to transfer the Johan Beetz Feldspar property of EnerSpar comprised of eight mineral claims of EnerSpar located in the Province of Quebec to a company to be incorporated ("**Spinco**"), which will initially be a wholly-owned subsidiary of EnerSpar, in exchange for one common share of Spinco (the "**Spinco Shares**") for each EnerSpar Share (the "**Spin-Out**"), provided that EnerSpar will reduce the stated capital of the EnerSpar Shares and, as payment for such reduction of the stated capital, EnerSpar will distribute the Spinco Shares to the shareholders of EnerSpar on a one-for-one basis, to be implemented only in the event that all conditions to the Business Combination have been satisfied or waived (other than conditions that may be or are intended to be satisfied only after the Spin-Out is completed) (the "**Spin-Out Resolution**"), as more fully described in the Circular;

8. to consider and, if thought advisable, to approve, with or without variation, a special resolution to continue EnerSpar (the "**Continuance**") under the *Business Corporations Act* (Ontario) (the "**OBCA**"), to be implemented only in the event that all conditions to the Business Combination have been satisfied or waived (other than conditions that may be or are intended to be satisfied only after the Continuance is completed) (the "**Continuance Resolution**"), as more fully described in the Circular;

9. to consider and, if thought advisable, to approve, with or without variation, a special resolution to authorize an amendment of the constating documents of EnerSpar to provide that the authorized share capital of EnerSpar be altered by consolidating all EnerSpar Shares on the basis of one post-consolidation EnerSpar Share for every eight pre-consolidation EnerSpar Shares (the "**Consolidation**"), to be implemented only in the event that all conditions to the Business Combination have been satisfied or waived (other than conditions that may be or are intended to be satisfied only after the Consolidation is completed) (the "**Consolidation Resolution**"), as more fully described in the Circular;

10. to consider and, if thought advisable, to approve, with or without variation, a special resolution to authorize an amendment of the constating documents of EnerSpar to provide for the name change of EnerSpar to "Mindfull Corp." or such other name as the board of directors of EnerSpar, in its sole discretion, deems appropriate (the "**Name Change**"), to be implemented only in the event that all conditions to the Business Combination have been satisfied or waived (other than conditions that may be or are intended to be satisfied only after the Name Change is completed) (the "**Name Change Resolution**"), as more fully described in the Circular;

11. to consider and, if thought advisable, to approve, with or without variation, an ordinary resolution, conditional on and effective only if the Business Combination is completed, to set the number of directors of EnerSpar following the Business Combination (the "**Resulting Issuer**") at four (the "**Resulting Issuer Board Resolution**"), as more fully described in the Circular;

12. to elect, conditional on and effective only if the Business Combination is completed, Matthew Jimenez, Nicholas Reichenbach, Joseph Jackman and Mary Dalimonte as directors of the Resulting Issuer (the "**Resulting Issuer Director Election Resolution**"), as more fully described in the Circular;

13. to consider and, if thought advisable, to approve, with or without variation, a special resolution to authorize and approve the directors of the Resulting Issuer to determine the number of directors of the Resulting Issuer within the minimum and maximum number set forth in the articles of the Resulting Issuer and the number of directors to be elected at the annual meeting of shareholders of the Resulting Issuer (the "**Board Size Resolution**"), as more fully described in the Circular;

14. to appoint, conditional on and effective only if the Business Combination is completed, MNP LLP as the auditor of the Resulting Issuer and to authorize the directors of the Resulting Issuer to fix their remuneration (the "**Resulting Issuer Auditor Resolution**"), as more fully described in the Circular;

15. to consider and, if thought advisable, to approve, with or without variation, an ordinary resolution, conditional on and effective only if the Business Combination is completed, to authorize the adoption of a new stock option plan of the Resulting Issuer (the "**New Resulting Issuer Plan**") to replace the EnerSpar Stock Option Plan (the "**New Resulting Issuer Plan Resolution**"), as more fully described in the Circular; and

16. to transact such other business as may properly come before the Meeting or any adjournment or postponement thereof.

The Meeting is being called to consider a number of matters, including a proposed business combination involving EnerSpar, 11273396 Canada Inc. (a wholly-owned subsidiary of EnerSpar) and Mindfull Capital Inc. (the "**Business Combination**"). The Business Combination will be completed pursuant to the business combination agreement dated as of April 16, 2019, as amended from time to time, among EnerSpar, 11273396 Canada Inc. and Mindfull Capital Inc. (the "**Business Combination Agreement**"). A copy of the Business Combination Agreement is available under EnerSpar's profile on SEDAR at www.sedar.com. A further description of the Business Combination and the matters to be dealt with at the Meeting is included in the Circular. The Circular forms part of this notice of the Meeting.

Only registered holders of EnerSpar Shares (the "**Registered Shareholders**") of record at the close of business on May 13, 2019 are entitled to receive notice of the Meeting and any adjournment or postponement thereof.

Under the *Business Corporations Act* (Alberta) (the "**ABCA**") with respect to the Continuance Resolution, Registered Shareholders have the right to dissent to the Continuance Resolution. Following completion of the Continuance, Registered Shareholders who properly exercise their dissent rights will be entitled to be paid fair value for their EnerSpar Shares. Failure to comply strictly with the dissent procedures in the ABCA may result in the loss or unavailability of the right to dissent.

To be effective, the Spin-Out Resolution, the Continuance Resolution, the Consolidation Resolution, the Board Size Resolution and the Name Change Resolution will have to be approved by at least two-thirds of the votes cast by Registered Shareholders present in person or by proxy at the Meeting. The Delisting Resolution and the New Resulting Issuer Plan Resolution will need to be approved by a majority of disinterested Registered Shareholders. All other resolutions set out in the notice of the Meeting will need to be approved by a majority of Registered Shareholders.

Shareholders who are unable to be present in person at the Meeting are requested to complete and return, in one of the manners available for that purpose, the enclosed form of proxy. In order to be voted, proxies must be received by Computershare Trust Company of Canada, the registrar and transfer agent of EnerSpar, by no later than 11:00 a.m. (Calgary time) on June 12, 2019 or, in the case of any adjournment or postponement of the Meeting, by no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time for the adjourned or postponed Meeting. Late proxies may be accepted or rejected by the Chair of the Meeting in the Chair's discretion, and the Chair is under no obligation to accept or reject any particular late proxy.

DATED at Calgary, Alberta, this 15th day of May, 2019.

BY ORDER OF THE BOARD

(signed) "*James Richardson*"

James Richardson
Director and Chief Executive Officer

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MANAGEMENT INFORMATION CIRCULAR

Defined Terms

This Circular contains defined terms. For a list of defined terms used in this Circular and not otherwise defined herein see "*Schedule "A" – Defined Terms*" in this Circular.

Information Contained in this Circular

This Circular is delivered in connection with the solicitation of proxies by and on behalf of management of EnerSpar for use at the Meeting and any adjournment or postponement thereof. No person is authorized to give any information or make any representation not contained in this Circular and, if given or made, such information or representation should not be relied upon as having been authorized or as being accurate.

Unless otherwise noted or the context otherwise indicates, references herein to "Mindfull" refer to Mindfull Capital Inc. and its subsidiaries as constituted on the date of this Circular. References herein to the "Resulting Issuer" refer to EnerSpar after completion of the Business Combination, which will include Mindfull Capital Inc. and its subsidiaries.

Information contained in this Circular with respect to Mindfull has been provided by management of Mindfull. Management of EnerSpar has relied upon Mindfull for the accuracy of such information without independent verification. Although EnerSpar has no knowledge that would indicate that any of the information provided by Mindfull is untrue or incomplete, neither EnerSpar nor any of its officers and directors assumes any responsibility for the accuracy or completeness of such information or any failure by Mindfull to disclose facts or events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to EnerSpar.

All summaries of and references to the Business Combination Agreement in this Circular are qualified in their entirety by the complete text thereof. The Business Combination Agreement is available under EnerSpar's profile on SEDAR at www.sedar.com.

Information in this Circular is given as at May 15, 2019 unless otherwise indicated. Neither delivery of this Circular nor any distribution of the securities referred to in this Circular will, under any circumstances, create an implication that there has been no change in the information set forth herein since the date of this Circular.

This Circular does not constitute an offer to sell or a solicitation of an offer to purchase any securities, or the solicitation of a proxy, by any person in any jurisdiction in which such an offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such an offer or solicitation of an offer or proxy.

Shareholders should not construe the contents of this Circular as legal, tax or financial advice and should consult with their own legal, tax, financial or other professional advisors in considering the relevant legal, tax, financial or other matters contained in this Circular.

Cautionary Note Regarding Forward-Looking Information

This Circular includes "forward-looking information" and "forward-looking statements" within the meaning of Canadian securities laws and United States securities laws (collectively "**forward-looking information**"). All information, other than statements of historical facts, included in this Circular that address activities, events or developments that EnerSpar or Mindfull expect or anticipate will or may occur in the future is forward-looking information. Forward-looking information is often identified by the words "may", "would", "could", "should", "will", "intend", "plan", "anticipate", "believe", "estimate", "expect" or similar expressions and includes, among others, information regarding: expectations regarding whether the Business Combination will be completed, including whether conditions, including shareholder and regulatory approvals to the Business Combination and shareholder approval of the resolutions referred to herein will be satisfied or obtained, or the timing for completing the Business Combination; expectations for the effects of the Business Combination, the potential benefits of the Business Combination; whether the non-brokered and brokered financing will be completed on the terms and with the proceeds described herein; statements relating to the business and future activities of, and developments related to, EnerSpar and Mindfull after the date of this Circular; and other events or conditions that may occur in the future.

Shareholders are cautioned that forward-looking information is not based on historical facts but instead is based on reasonable assumptions and estimates of management of EnerSpar and Mindfull, respectively, at the time they were provided or made, and involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of EnerSpar, Mindfull or the Resulting Issuer, as applicable, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking information. Such factors include, among others, risks relating to the ability to complete the Business Combination; the ability to obtain requisite shareholder and regulatory approvals and the satisfaction of other conditions to the Business Combination on the proposed terms and schedule; the risk that the non-brokered and brokered financings will be completed for lower proceeds than anticipated or at lower prices (and so with greater dilution) than expected; risks relating to anti-money laundering laws and regulation; other governmental and environmental regulation; public opinion and perception; risks related to contracts with third party service providers; risks related to the enforceability of contracts; the limited operating history of Mindfull; reliance on the expertise and judgment of senior management of Mindfull and the Resulting Issuer; risks related to proprietary intellectual property and potential infringement by third parties; risks relating to financing activities including leverage; risks relating to the management of growth; increased costs associated with the Resulting Issuer being a publicly traded company; increasing competition in the food and beverage industry; risks relating to energy costs; reliance on key inputs, suppliers and skilled labour; cybersecurity risks; ability and constraints on marketing products; fraudulent activity by employees, contractors and consultants; tax and insurance related risks; risks related to the economy generally; risk of litigation; conflicts of interest; risks related to future acquisitions or dispositions negatively impacting the Resulting Issuer's results or financial position; sales by (or the threat of sales by) existing shareholders causing market prices to be depressed; and the limited market for securities of the Resulting Issuer. Although EnerSpar and Mindfull have attempted to identify important factors that could cause actual results to differ materially, there may be other factors that cause results not to be as anticipated, estimated or intended. There can be no assurance that such forward-looking information will prove to be accurate as actual results and future events could differ materially from those anticipated in such forward-looking information. Accordingly, readers should not place undue reliance on forward-looking information. Forward-looking information is provided and made as of the date of this Circular and EnerSpar and Mindfull do not undertake any obligation to revise or update any forward-looking information other than as required by applicable securities law.

Notice to United States Shareholders

THE BUSINESS COMBINATION AND THE SECURITIES TO BE ISSUED IN CONNECTION WITH THE BUSINESS COMBINATION HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION (THE "SEC") OR THE SECURITIES REGULATORY AUTHORITY OF ANY STATE OF THE UNITED STATES, NOR HAS THE SEC OR ANY SUCH STATE SECURITIES REGULATORY AUTHORITY PASSED UPON THE FAIRNESS OR MERITS OF THE ARRANGEMENT OR UPON THE ACCURACY OR ADEQUACY OF THE CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

EnerSpar is a "foreign private issuer", within the meaning of Rule 3b-4 under the U.S. Exchange Act, and this solicitation of proxies is not subject to the requirements of Section 14(a) of the U.S. Exchange Act. Accordingly, such solicitation is made in the United States in accordance with Canadian corporate and securities laws and this Circular has been prepared solely in accordance with disclosure requirements applicable in Canada. **Shareholders in the United States should be aware that such requirements are different from those of the United States applicable to registration statements under the U.S. Securities Act and proxy statements under the U.S. Exchange Act.** The Post-Consolidation EnerSpar Shares will not be listed for trading on any United States stock exchange.

The financial information included in the Circular or public filings of EnerSpar have been prepared in Canadian dollars. In addition, such financial information included in the Circular have been prepared in accordance with IFRS as issued by the IASB, which differs from U.S. GAAP in certain material respects, and are subject to Canadian auditing and auditor independence standards and thus are not directly comparable to financial information prepared in accordance with U.S. GAAP and U.S. auditing and auditor independence standards.

No broker, dealer, salesperson or other person has been authorized to give any information or make any representation other than those contained in this Circular and, if given or made, such information or representation must not be relied upon as having been authorized by EnerSpar.

Shareholders should be aware that some of the transactions described herein may have tax consequences to Shareholders who are resident in, or citizens of, the United States and such consequences may not be fully described in this Circular or the materials provided to the EnerSpar Shareholders. EnerSpar Shareholders who are resident in, or citizens of, the United States are advised to consult their own tax advisors to determine the particular United States tax consequences to them of the Business Combination in light of their particular situation, as well as any tax consequences that may arise under the laws of any other relevant foreign, state, local or other taxing jurisdiction.

The enforcement by investors of civil liabilities under the United States federal securities laws may be affected adversely by the fact that the parties to the Business Combination are incorporated or organized outside the United States, that certain of the officers and directors and the experts named in this Circular are residents of a foreign country, and that all of the assets of EnerSpar and certain persons are located outside the United States. As a result, it may be difficult or impossible for Shareholders in the United States to effect service of process within the United States upon EnerSpar, its officers or directors or the experts named herein, or to realize against them upon judgments of courts of the United States predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States In addition, Shareholders in the United States should not assume that the courts of Canada: (i) would enforce judgments of United States courts obtained in actions against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States; or (ii) would enforce, in original actions, liabilities against such persons predicated upon civil liabilities under the federal securities laws of the United States or "blue sky" laws of any state within the United States.

Currency Presentation

Unless otherwise indicated, all references to "$" or "C$" in this Circular refer to Canadian dollars and all references to "US$" in this Circular refer to United States dollars.

THE BUSINESS COMBINATION

The Business Combination

On April 16, 2019, EnerSpar, EnerSpar Subco and Mindfull entered into the Business Combination Agreement to combine their respective businesses. Pursuant to the Business Combination Agreement, EnerSpar has agreed to, among other things, call the Meeting to seek approval of the EnerSpar Transaction Resolutions by the Shareholders. Upon the satisfaction or waiver of the conditions to the completion of the Business Combination, including, without limitation, the completion of the Spin-Out, the Continuance, the Consolidation and the Name Change, the parties will complete the Business Combination. Following completion of the Business Combination, the former shareholders of Mindfull will hold a significant majority of the outstanding Resulting Issuer Shares.

Benefits of the Business Combination

The EnerSpar Board believes that the Business Combination will have, among others, the following benefits for the Shareholders:

(i) EnerSpar will acquire an economic interest in the business of Mindfull including the funds raised by Mindfull pursuant to the non-brokered and brokered financings;

(ii) Shareholders will be in a position to participate in future value creation and growth opportunities in the business of Mindfull;

(iii) the proposed management team and the Resulting Issuer Board Nominees have extensive experience in the organic and natural food sector and have been responsible for substantial stakeholder value creation and have demonstrated capabilities in financing, acquiring, and developing assets;

(iv) the proposed management team and the Resulting Issuer Board Nominees have high visibility in the organic and natural food sector, and significant relationships with key sector investors and analysts that should help to attract strong retail and institutional support;

(v) the Resulting Issuer is expected to have increased share trading liquidity and will have a greater market capitalization that is attractive to a wider range of investors than that offered by EnerSpar prior to the completion of the Business Combination; and

(vi) the Spin-Out will facilitate separate development strategies for the Resulting Issuer and Spinco and will enable the Shareholders to retain their interest in the EnerSpar Properties through their interest in Spinco.

Recommendation of the EnerSpar Board

SHAREHOLDERS ARE NOT REQUIRED TO APPROVE THE BUSINESS COMBINATION. However, certain matters to be considered at the Meeting, as set out in the EnerSpar Transaction Resolutions, are conditions precedent to the completion of the Business Combination and necessary in order to permit EnerSpar to complete the Business Combination.

In addition, in connection with the Business Combination, an application is expected to be made to list the Resulting Issuer Shares on the CSE. Conditional approval for listing of the Resulting Issuer Shares on the CSE is a condition precedent to the completion of the Business Combination. Full details regarding Mindfull and the Business Combination will be disclosed by EnerSpar in a Form 2A Listing Statement (the "**Listing Statement**") to be prepared and filed with the CSE. The posting on the Listing Statement is not expected to occur until after the date of the Meeting. Subject to receipt of all requisite approvals, including from the CSE, the Business Combination is anticipated to be completed in June 2019.

The EnerSpar Board has unanimously determined that the Business Combination is fair and in the best interest of the Shareholders. Accordingly, the EnerSpar Board unanimously recommends that the

Shareholders vote FOR the EnerSpar Transaction Resolutions at the Meeting in order to complete the Business Combination.

There are a number of risks associated with the Business Combination and the business of Mindfull. Risk factors, in addition to the risk factors set out under *"The Business Combination – Risk Factors Relating to the Business Combination"* in this Circular, will be set out in the Listing Statement.

Steps of the Business Combination

Prior to the completion of the Business Combination, EnerSpar will take the necessary steps to delist the EnerSpar Shares from the TSXV and to give effect to the Spin-Out, the Continuance, the Consolidation and the Name Change. It is currently the intention of EnerSpar and Mindfull that the Spin-Out, the Continuance, the Consolidation and the Name Change will be completed as soon as reasonably practicable following approval by the Shareholders of the EnerSpar Transaction Resolutions at the Meeting. Implementation of the Business Combination is subject to receipt of all requisite regulatory approvals, shareholder approvals and third-party consents and other customary conditions.

The Financing

Pursuant to the Business Combination Agreement, Mindfull expects to close a second tranche of a non-brokered financing for up to 3,926,612 Class B Common Shares at a price of $0.45 per Class B Common Share for aggregate proceeds of up to $1,766,975. In addition, Mindfull expects to engage a syndicate of agents to complete a brokered financing for gross proceeds of approximately $10,000,000 on terms that are to be determined.

In connection with the brokered financing, it is expected that Mindfull will be required to pay to the agents a cash fee and to issue broker warrants.

Risk Factors Relating to the Business Combination

In evaluating the matters to be addressed by Shareholders at the Meeting, Shareholders should carefully consider the following risk factors relating to the Business Combination. These risk factors are not a definitive list of all risk factors associated with the Business Combination. Additional risks and uncertainties, including those currently unknown or considered immaterial by EnerSpar, may also adversely affect the Resulting Issuer Shares and/or the business of the Resulting Issuer following completion of the Business Combination. In addition to the risk factors described elsewhere in this Circular, the following are additional and supplemental risk factors which Shareholders should carefully consider before making a decision regarding approving the matters included in this Circular, including the EnerSpar Transaction Resolutions.

There can be no certainty that the Business Combination will be completed

Completion of the Business Combination is subject to a number of conditions, certain of which may be outside the control of EnerSpar, including, without limitation, the requisite approvals of the Shareholders of the EnerSpar Transaction Resolutions. There can be no assurance, nor can EnerSpar provide any assurance, that these conditions will be satisfied or, if satisfied, when they will be satisfied or that the Business Combination will be completed as currently contemplated or at all. The requirement to take certain actions or to agree to certain conditions to satisfy such requirements or obtain any such approvals may have a material adverse effect on the business and affairs of the Resulting Issuer.

If the Business Combination is not completed, the value of the EnerSpar Shares may decline to the extent that the current value reflects a market assumption that the Business Combination will be completed. In addition, EnerSpar and Mindfull will each remain liable for significant consulting, accounting and legal costs relating to the Business Combination and will not realize anticipated benefits of the Business Combination. If the Business Combination is not completed and the EnerSpar Board decides to seek another merger or business combination, there can be no assurance that it will be able to find a party that will agree to equivalent or more attractive terms than those of the Business Combination.

Possible termination of the Business Combination Agreement

Each of EnerSpar and Mindfull has the right to terminate the Business Combination Agreement and the Business Combination in certain circumstances. Accordingly, there is no certainty, nor can EnerSpar provide any assurance, that the Business Combination Agreement will not be terminated by either EnerSpar or Mindfull before the completion of the Business Combination.

Certain costs related to the Business Combination, such as consulting, accounting and legal fees must be paid by EnerSpar and Mindfull even if the Business Combination is not completed.

Following the completion of the Business Combination, the Resulting Issuer may issue additional equity securities

Following the completion of the Business Combination, the Resulting Issuer may issue equity securities to finance its activities. If the Resulting Issuer were to issue additional equity securities, the ownership interest of existing Shareholders may be diluted and some or all of the Resulting Issuer's financial measures on a per share basis could be reduced. Moreover, as the Resulting Issuer's intention to issue additional equity securities becomes publicly known, the price of the Resulting Issuer Shares may be materially adversely affected.

While the Business Combination is pending, EnerSpar is restricted from taking certain actions

The Business Combination Agreement restricts EnerSpar from taking specified actions without the consent of Mindfull until the Business Combination is completed. These restrictions may prevent EnerSpar from pursuing attractive business opportunities that may arise prior to the completion of the Business Combination.

Spin-Out

It is a condition of the completion of the Business Combination that the Spin-Out is also completed. Upon completion of the Spin-Out, the Spinco Shares will not be listed on any stock exchange. Accordingly, the Spinco Shares received by Shareholders upon completion of the Spin-Out will be subject to an indefinite hold period from the date of issue until the date on which the Spinco Shares become listed on a stock exchange.

It is the intention of EnerSpar to cause Spinco to list the Spinco Shares on a stock exchange concurrently with the Business Combination being completed, however there is no certainty that Spinco's listing application will receive the requisite regulatory approval.

GENERAL INFORMATION CONCERNING THE MEETING AND VOTING

Time, Date and Place

The Meeting will be held at the offices of DLA Piper (Canada) LLP, Suite 1000, Livingstone Place West, 250 2nd Street SW, Calgary, Alberta on June 14, 2019 at 11:00 a.m. (Calgary time) as set forth in the EnerSpar Notice of Meeting.

Record Date, Voting Shares and Principal Shareholders

A Shareholder of record at the close of business on the EnerSpar Record Date who either personally attends the Meeting or who has completed and delivered an EnerSpar Proxy in the manner and subject to the provisions described herein, will be entitled to vote or to have such Shareholder's EnerSpar Shares voted at the Meeting, or any adjournment or postponement thereof on the basis of one vote for each EnerSpar Share held.

EnerSpar's authorized capital consists of an unlimited number of EnerSpar Shares without par value and an unlimited number of Preferred Shares without par value. As at the EnerSpar Record Date, there were 24,985,000 EnerSpar Shares issued and outstanding and no Preferred Shares outstanding.

To the knowledge of the directors and senior officers of EnerSpar, as of the date of this Circular, no person owns, or directs or controls, directly or indirectly, 10% or more of the issued and outstanding EnerSpar Shares.

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of EnerSpar for use at the Meeting and any adjournment or postponement thereof for the purposes set forth in the accompanying EnerSpar Notice of Meeting. Although it is expected that the solicitation of proxies will be primarily by mail, proxies may also be solicited personally or by internet, telephone, facsimile or other proxy solicitation services. In accordance with NI 54-101, arrangements have been made Intermediaries to send the Meeting Materials to Beneficial Shareholders. The solicitation of proxies for the Meeting is being made by or on behalf of management of EnerSpar and EnerSpar will bear the costs of the solicitation of proxies for the Meeting. In addition, EnerSpar may reimburse Intermediaries for their reasonable expenses in forwarding proxies and accompanying materials to Beneficial Shareholders. EnerSpar may also retain, and pay a fee to, one or more professional proxy solicitation firms to solicit proxies from the Shareholders in favour of the matters set forth in the EnerSpar Notice of Meeting.

Voting by Proxies

Enclosed with this Circular being sent to Shareholders is the EnerSpar Proxy. The persons named in the EnerSpar Proxy are officers, directors and/or other representatives of EnerSpar. Shareholders whose names appear on the records of EnerSpar as Registered Shareholders may choose to vote by proxy whether or not they are able to attend the Meeting in person. **A Registered Shareholder entitled to vote at the Meeting may appoint a person (who need not be a Shareholder) other than the persons already named in the EnerSpar Proxy to represent such Registered Shareholder at the Meeting by striking out the printed names of such already named persons and inserting the name of such other person in the blank space provided therein for that purpose.** An EnerSpar Proxy must be received by Computershare no later than 11:00 a.m. (Calgary time) on June 12, 2019 or, in the event of an adjournment or postponement of the Meeting, no later than 48 hours (excluding Saturdays, Sundays and holidays) before the time for holding the adjourned or postponed Meeting. Late EnerSpar Proxies may be accepted or rejected by the Chair of the Meeting in the Chair's discretion, and the Chair is under no obligation to accept or reject any particular late EnerSpar Proxy.

In order to be valid, the EnerSpar Proxy must be executed by a Registered Shareholder or his or her attorney duly authorized in writing, exactly as his or her name appears on the register of Shareholders. If the Registered Shareholder is a corporation, its EnerSpar Proxy must be executed by an officer or attorney thereof duly authorized. Additional execution instructions are set out in the notes to the EnerSpar Proxy. The EnerSpar Proxy must also be dated where indicated. If the date is not completed, the EnerSpar Proxy will be deemed to be dated on the day on which it was mailed to Shareholders.

EnerSpar Proxies may be deposited with Computershare using one of the following methods:

By Mail or Hand Delivery:	Computershare Trust Company of Canada Proxy Dept. 100 University Avenue 8th Floor Toronto, Ontario M5J 2Y1
Telephone:	1-866-732-VOTE (8683) (toll free within North America) or 1-312-588-4290 (outside North America) You will need to provide your 15 digit control number located on the EnerSpar Proxy.
Facsimile:	1-866-249-7775 or 1-416-263-9524 (if outside North America)
By Internet:	www.investorvote.com You will need to provide your 15 digit control number located on the EnerSpar Proxy.

Management representatives designated in the EnerSpar Proxy will vote or withhold from voting the EnerSpar Shares in respect of which they are appointed as proxy in accordance with the instructions of the Registered Shareholder as indicated on the EnerSpar Proxy on any ballot that may be called for, and, if the Registered Shareholder specifies a choice with respect to any matter to be acted upon at the Meeting, the EnerSpar Shares will be voted or withheld from voting accordingly. In the absence of such direction, such EnerSpar Shares will be voted by the EnerSpar representatives named in the EnerSpar Proxy in favour of the motions proposed to be made at the Meeting as set forth in this Circular and will be voted by such representatives on all other matters which may come before the Meeting in their discretion.

The EnerSpar Proxy, when properly signed, confers discretionary voting authority on those persons designated therein as proxy with respect to amendments or variations to the matters identified in the EnerSpar Notice of Meeting and with respect to other matters which may properly come before the Meeting. At the date of this Circular, EnerSpar management does not know of any such amendments, variations or other matters. However, if such amendments, variations or other matters which are not now known to EnerSpar management should properly come before the Meeting, the persons named in the EnerSpar Proxy will be authorized to vote the EnerSpar Shares represented thereby in their discretion.

Beneficial Shareholders

The information set forth in this section is of significant importance to many Shareholders as a substantial number of Shareholders do not hold EnerSpar Shares in their own name.

Beneficial Shareholders should note that only EnerSpar Proxies deposited by Registered Shareholders can be recognized and acted upon at the Meeting.

If EnerSpar Shares are listed in an account statement provided to a Shareholder by an Intermediary, such as a brokerage firm, then, in almost all cases, those EnerSpar Shares will not be registered in the Shareholder's name on the records of EnerSpar. Such EnerSpar Shares will more likely be registered under the name of the Shareholder's Intermediary or an agent of that Intermediary, and consequently the Shareholder will be a Beneficial Shareholder. In Canada, the vast majority of such shares are registered under the name CDS & Co. (being the registration name for the CDS Clearing and Depositary Services Inc., which acts as nominee for many Canadian brokerage firms). The EnerSpar Shares held by Intermediaries or their agents can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, an Intermediary and its agents are prohibited from voting EnerSpar Shares for the Intermediary's clients. Therefore, Beneficial Shareholders should ensure that instructions respecting the voting of their EnerSpar Shares are communicated to the appropriate person.

The Meeting Materials are being sent to both Registered Shareholders and Beneficial Shareholders. Although Beneficial Shareholders may not be recognized directly at the Meeting for the purpose of voting EnerSpar Shares registered in the name of their Intermediary, a Beneficial Shareholder may attend the Meeting as a proxyholder for a Registered Shareholder and vote their EnerSpar Shares in that capacity. Beneficial Shareholders who wish to attend the Meeting and vote their EnerSpar Shares as proxyholder for a Registered Shareholder should contact their Intermediary well in advance of the Meeting to determine the steps necessary to permit them to vote their EnerSpar Shares as a proxyholder.

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities that they own ("**OBOs**" for Objecting Beneficial Owners) and those who do not object to the issuers of securities that they own knowing who they are ("**NOBOs**" for Non-Objecting Beneficial Owners).

Non-Objecting Beneficial Owners

Pursuant to NI 54-101, issuers can obtain a list of their NOBOs from Intermediaries for distribution of proxy-related materials directly to NOBOs. As a result, NOBOs of EnerSpar can expect to receive a scannable VIF from Broadridge.

If you are a Beneficial Shareholder and EnerSpar or its agent has sent the Meeting Materials to you directly, please be advised that your name, address and information about your holdings of EnerSpar Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary holding your EnerSpar Shares on your behalf. By choosing to send the Meeting Materials to you directly, EnerSpar (and not the Intermediary holding EnerSpar Shares on your behalf) has assumed responsibility for (i) delivering the Meeting Materials to you; and (ii) executing your proper voting instructions as specified in the VIF. Please return your VIF as specified in the request for voting instructions.

Objecting Beneficial Owners

Beneficial Shareholders who are OBOs can expect to be contacted by their Intermediary and should follow the instructions of their Intermediary carefully to ensure that their EnerSpar Shares are voted at the Meeting. EnerSpar does intend to pay for Intermediaries to deliver the Meeting Materials to OBOs and it is the responsibility of such Intermediaries to ensure delivery of the Meeting Materials to their OBOs.

Applicable regulatory rules require Intermediaries to seek voting instructions from OBOs in advance of shareholders' meetings. Every Intermediary has its own mailing procedures and provides its own return instructions to clients, which should be carefully followed by OBOs in order to ensure that their EnerSpar Shares are voted at the Meeting. The purpose of the form of proxy or voting instruction form provided to an OBO by his, her or its Intermediary is limited to the OBO instructing the Registered Shareholder on how to vote such EnerSpar Shares on behalf of the OBO.

The form of proxy provided to OBOs by Intermediaries will be similar to the EnerSpar Proxy provided to Registered Shareholders. However, its purpose is limited to instructing the Intermediary on how to vote your EnerSpar Shares on your behalf. The majority of Intermediaries now delegate responsibility for obtaining instructions from OBOs to Broadridge. Broadridge typically supplies VIFs, mails those VIFs to OBOs, and asks those OBOs to return the VIFs to Broadridge or follow specific telephonic or other voting procedures. Broadridge then tabulates the results of all instructions received by it and provides appropriate instructions respecting the voting of the EnerSpar Shares to be represented at the Meeting. An OBO receiving a VIF from Broadridge cannot use that form to vote EnerSpar Shares directly at the Meeting. Instead, the VIF must be returned to Broadridge or the alternate voting procedures must be completed well in advance of the Meeting in order to ensure that such EnerSpar Shares are voted at the Meeting.

Revocation of EnerSpar Proxies

A Registered Shareholder who has given an EnerSpar Proxy may revoke it at any time prior to using it: (a) by depositing an instrument in writing executed by such Registered Shareholder or by his or her attorney authorized in writing or, if the Registered Shareholder is a corporation, by an authorized officer or attorney thereof at, to (i) the registered office of EnerSpar, located at 10015-103 Avenue NW, Edmonton, Alberta T5J 0H1, at any time prior to 5:00 p.m. (Calgary time) on the last business day preceding the day of the Meeting or any adjournment thereof or (ii) with the Chair of the Meeting on the day of the Meeting or any adjournment thereof; or (b) in any other manner permitted by law. A revocation of an EnerSpar Proxy does not affect any matter on which a vote has been taken prior to the revocation.

Matters to be Considered and Votes Required

At the Meeting, Shareholders will be asked to consider and vote upon:

- each of the EnerSpar Annual Resolutions being: (i) the EnerSpar Board Resolution; (ii) the EnerSpar Director Election Resolution; (iii) the EnerSpar Auditor Resolution; and (iv) the EnerSpar Option Plan Resolution;
- each of the EnerSpar Transaction Resolutions being: (i) the Delisting Resolution; (ii) the Spin-Out Resolution; (iii) the Continuance Resolution; (iv) the Consolidation Resolution; (v) the Name Change Resolution; (vi) the Resulting Issuer Board Resolution; (vii) the Resulting Issuer Director Election Resolution; (viii) the Board Size Resolution; (ix) the Resulting Issuer Auditor Resolution; and (x) the New Resulting Issuer Plan Resolution; and
- such other matters as may properly come before the Meeting.

To be effective:

- the Spin-Out Resolution, the Continuance Resolution, the Consolidation Resolution, the Board Size Resolution and the Name Change Resolution will have to be approved by at least two-thirds of the votes cast by Registered Shareholders present in person or by proxy at the Meeting;

- the Delisting Resolution and the New Resulting Issuer Plan Resolution will have to be approved by a majority of the votes cast by disinterested Registered Shareholders present in person or by proxy at the Meeting; and
- the EnerSpar Option Plan Resolution will have to be approved by a majority of the votes cast by Registered Shareholders present in person or by proxy at the Meeting.

The EnerSpar Board unanimously recommends that Shareholders vote FOR each EnerSpar Annual Resolution and each EnerSpar Transaction Resolution. It is a condition of the completion of the Business Combination that the EnerSpar Transaction Resolutions be approved by the Shareholders at the Meeting.

Quorum

A quorum at meetings of Shareholders consists of two persons present and being, or representing by proxy, Shareholders who, in the aggregate, hold not less than 5% of the issued EnerSpar Shares entitled to be voted at the Meeting.

Interest of Certain Persons or Companies in Matters to be Acted Upon

No (a) director or executive officer of EnerSpar who has held such position at any time since the beginning of the fiscal year ended December 31, 2018; (b) EnerSpar Board Nominee or Resulting Issuer Board Nominee; or (c) associate or affiliate of a person in (a) or (b) has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting, other than (a) directors and executive officers of EnerSpar having an interest in the EnerSpar Option Plan Resolution regarding re-approval of the EnerSpar Stock Option Plan as such persons are eligible to participate in the EnerSpar Stock Option Plan; and (b) proposed executive officers of the Resulting Issuer and Resulting Issuer Board Nominees having an interest in the New Resulting Issuer Plan Resolution regarding approval of the New Resulting Issuer Plan as such persons are eligible to participate in the New Resulting Issuer Plan.

PARTICULARS OF MATTERS TO BE ACTED UPON AT THE MEETING

1. EnerSpar Board Resolution

The EnerSpar Board Resolution sets the number of directors of EnerSpar at five directors for the ensuing year.

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the EnerSpar Board Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the EnerSpar Board Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the EnerSpar Board Resolution at the Meeting.

IN THE EVENT THAT THE NUMBER OF DIRECTORS OF THE RESULTING ISSUER IS CONDITIONALLY SET AT FOUR DIRECTORS BY WAY OF THE RESULTING ISSUER BOARD RESOLUTION AT THE MEETING AND THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED, THE NUMBER OF DIRECTORS OF THE RESULTING ISSUER WILL BE FOUR.

2. EnerSpar Director Election Resolution

At the Meeting, Shareholders will be asked to elect five directors (the "**EnerSpar Board Nominees**"). The following table provides the names of the EnerSpar Board Nominees and information concerning them. Shareholders may vote for all of the EnerSpar Board Nominees, some of them and withhold for others, or withhold from all of them. The persons in the enclosed EnerSpar Proxy intend to vote for the election of the EnerSpar Board Nominees. Management of EnerSpar does not contemplate that any of the EnerSpar Board Nominees will be unable to serve as a director. Each director will hold office until the earlier of (i) the next annual meeting of Shareholder; (ii) his successor being duly elected unless his office is earlier vacated in accordance with the constating documents of EnerSpar or (iii) the election of the Resulting Issuer Board Nominees on completion of the Business Combination.

Name, Province and Country of residence and positions held with EnerSpar	Principal Occupation	Date(s) serving as a Director	Number of EnerSpar Shares beneficially owned or controlled[(1)]
James Richardson Ontario, Canada Chief Executive Officer and Director	Chief Executive Officer of EnerSpar	June 27, 2011	1,000,000
John Arnold Ontario, Canada Chief Financial Officer and Director	Chief Financial Officer of EnerSpar	March 25, 2015	500,000
Donal Carroll[(2)(3)] Ontario, Canada Director and Chairman of the EnerSpar Audit Committee	Interim Chief Financial Officer of FSD Pharma Inc., an indoor hydroponic Cannabis producer	August 17, 2018	Nil
Peter Andrews[(2)] Ontario, Canada Director	President of PRA Consulting Inc., a private consulting firm	December 12, 2011	375,000
Peter Bloch[(2)] Ontario, Canada Director	Chief executive officer of Bionik Laboratories Inc., a healthcare company	December 12, 2011	300,000

Notes:

(1) The information as to voting securities beneficially owned, controlled or directed, not being within the knowledge of EnerSpar, has been furnished by the respective EnerSpar Board Nominees individually.

(2) Member of the EnerSpar Audit Committee.

(3) Mr. Carroll is the only EnerSpar Board Nominee who has not been elected as a director of EnerSpar by a vote of the Shareholders. His occupation over the last five years is as follows: Mr. Carroll has 15 years of corporate finance leadership and public corporation experience, as well as considerable expertise in syndicate investing both in equity and debt securities. With a balance of prudent financing practices and unique insights, Mr. Carroll has successfully guided companies for expansion and growth. Throughout his tenure with Danaher (DHR:NYSE), Alberto Culver (ACV:NYSE) – now Unilever (UL:NYSE) and Cardinal Meats, Mr. Carroll was instrumental in major restructuring activities, mergers and acquisitions and the implementation of new internal controls and ERP systems resulting in significant efficiencies through periods of substantial change and strong corporation growth. Mr. Carroll holds a CPA-CMA designation as well as a Bachelor of Commerce degree from University College Dublin (UCD).

Cease Trade Orders, Corporate and Personal Bankruptcies, Penalties and Sanctions

None of the EnerSpar Board Nominees is as at the date of this Circular, or has been within the 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company, including any personal holding company of such director, chief executive officer or chief financial officer, that was subject to an order that was issued while that EnerSpar Board Nominee was acting in that capacity, or was subject to an order, that was issued after that EnerSpar Board Nominee ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that EnerSpar Board Nominee was acting in the capacity as director, chief executive officer or chief financial officer.

None of the EnerSpar Board Nominees is as at the date of this Circular, or has been within the 10 years before the date of this Circular, a director or executive officer of any company, including any personal holding company of such director or executive officer, that while that EnerSpar Board Nominees was acting in that capacity, or within a year of that EnerSpar Board Nominees ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of such company.

No EnerSpar Board Nominee has within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such EnerSpar Board Nominee.

No EnerSpar Board Nominee has been the subject of any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor in making an investment decision.

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the EnerSpar Director Election Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the EnerSpar Director Election Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the EnerSpar Director Election Resolution at the Meeting.

IN THE EVENT THAT THE DIRECTORS LISTED BELOW UNDER THE SECTION ENTITLED "*RESULTING ISSUER DIRECTOR ELECTION RESOLUTION*" IN THIS CIRCULAR ARE CONDITIONALLY ELECTED AT THE MEETING AND THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED, THE DIRECTORS LISTED ABOVE WOULD CEASE TO BE DIRECTORS OF ENERSPAR AND THE NEW DIRECTORS WILL SERVE AS DIRECTORS OF THE RESULTING ISSUER IN THEIR PLACE.

3. EnerSpar Auditor Resolution

EnerSpar's auditors are Parker Simone LLP, Chartered Professional Accountants ("**Parker Simone**"). At the Meeting, Shareholders will be asked to approve the re-appointment of Parker Simone as EnerSpar's auditor for the ensuing year, and to authorize the directors to fix the auditor's remuneration. Parker Simone became the auditors of EnerSpar on March 19, 2015.

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the EnerSpar Auditor Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the EnerSpar Auditor Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the EnerSpar Auditor Resolution at the Meeting.

IN THE EVENT THAT MNP LLP IS CONDITIONALLY APPOINTED AT THE MEETING AND THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED, PARKER SIMONE LLP, CHARTERED PROFESSIONAL ACCOUNTANTS, WOULD BE REPLACED BY MNP LLP, WHO WOULD THEREAFTER SERVE AS THE AUDITORS OF THE RESULTING ISSUER IN THEIR PLACE.

4. EnerSpar Option Plan Resolution

At the Meeting, Shareholders will be asked to consider, and if thought advisable, approve with or without variation, an ordinary resolution to re-approve the EnerSpar stock option plan which was approved by the Shareholders on July 14, 2016 (the "**EnerSpar Stock Option Plan**"). There have been no changes to the EnerSpar Stock Option Plan since it was previously approved by the Shareholders. In accordance with the policies of the TSXV, a stock option plan with a rolling 10% maximum, like the EnerSpar Stock Option Plan, must be confirmed by shareholders at each annual meeting of shareholders.

The following information is intended as a brief description of the EnerSpar Stock Option Plan and is qualified in its entirety by the full text of the EnerSpar Stock Option Plan which is attached to this Circular as Schedule “D”.

The EnerSpar Board may from time to time, in its discretion, and in accordance with TSXV requirements, grant to directors, officers and technical consultants of EnerSpar non-transferable and non-assignable EnerSpar Options to purchase EnerSpar Shares.

The number of EnerSpar Shares which may be reserved for issue under the EnerSpar Stock Option Plan is limited to 10% of the issued and outstanding number of EnerSpar Shares as at the date of the grant of EnerSpar Options. Any exercises of EnerSpar Options will make new grants available under the EnerSpar Stock Option Plan, effectively resulting in reloading of the number of EnerSpar Options available to grant under the EnerSpar Stock Option Plan. The aggregate number of EnerSpar Shares reserved for issuance to any one optionee other than a technical consultant in any 12 month period shall not exceed 5% of the issued and outstanding EnerSpar Shares at the date of grant. The aggregate number of EnerSpar Shares reserved for issuance pursuant to EnerSpar Options granted to any one technical consultant in any 12 month period may not exceed 2% of the issued and outstanding EnerSpar Shares at the date of the grant.

If an optionee ceases to be a director, officer or technical consultant of EnerSpar for any reason other than death, the optionee may exercise EnerSpar Options no later than 90 days following cessation of the optionee's position or arrangement with EnerSpar; provided that if the cessation of such position or arrangement was by reason of death, the EnerSpar Option may be exercised within a maximum period of one year after such death, subject to the expiry date of such EnerSpar Option. The exercise price of an EnerSpar Option is set by the EnerSpar Board at the time of grant, but may not be less than the closing price of the EnerSpar Shares on the TSXV (or such other principal stock exchange on which the EnerSpar Shares may be listed) on the date immediately prior to the date of grant. The EnerSpar Stock Option Plan provides for flexible vesting, at the discretion of the EnerSpar Board. The term of any EnerSpar Option granted under the EnerSpar Stock Option Plan may not exceed 10 years from the date of grant.

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the EnerSpar Option Plan Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the EnerSpar Option Plan Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the EnerSpar Option Plan Resolution at the Meeting.

IN THE EVENT THAT THE NEW RESULTING ISSUER PLAN RESOLUTION IS CONDITIONALLY APPROVED AT THE MEETING AND THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED, NO FURTHER OPTIONS WILL BE GRANTED PURSUANT TO THE ENERSPAR STOCK OPTION PLAN AND THE NEW RESULTING ISSUER PLAN WILL BE IMPLEMENTED IN ITS PLACE.

5. Delisting Resolution

At the Meeting, Shareholders will be asked to consider, and if thought advisable, approve with or without variation, the Delisting Resolution. As part of the completion of the Business Combination, EnerSpar intends to delist the EnerSpar Shares from the TSXV and list the Resulting Issuer Shares on the CSE, in each case subject to applicable regulatory approval. It is a condition precedent to the completion of the Business Combination that the Shareholders approve the Delisting Resolution. If the Delisting Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition is waived by EnerSpar and Mindfull.

To be approved, the Delisting Resolution requires the affirmative vote of (i) at least a majority of the votes cast on the Delisting Resolution at the Meeting, whether in person or by proxy; and (ii) a "majority of the minority shareholder approval" obtained in accordance with the requirements of the TSXV, being at least a majority of the votes cast on the Delisting Resolution at the Meeting excluding votes attaching to EnerSpar Shares held by promoters, directors, officers and other insiders of EnerSpar, whether in person or by proxy (collectively "**Insiders**"). To the knowledge of EnerSpar, as at May 15, 2019, Insiders own an aggregate of 2,175,000 EnerSpar Shares representing approximately 8.7% of all issued and outstanding EnerSpar Shares as of such date.

The complete text of the Delisting Resolution which management intends to place before the Meeting authorizing the Delisting is as follows:

"**BE IT RESOLVED THAT**:

(1) The application to the TSXV for the voluntary delisting of the EnerSpar Shares from the TSXV is hereby authorized and approved.

(2) Notwithstanding that this resolution has been passed (and the delisting approved) by the Shareholders, the directors of EnerSpar are hereby authorized and empowered without further notice to or approval of the shareholders of EnerSpar to not proceed with the delisting.

(3) Any one director or officer of EnerSpar be and is hereby authorized and directed for and on behalf of EnerSpar to execute or cause to be executed, under the corporate seal of EnerSpar or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Delisting Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Delisting Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the Delisting Resolution at the Meeting.

THE DELISTING RESOLUTION WILL ONLY BE IMPLEMENTED IN THE EVENT THAT ALL CONDITIONS TO THE BUSINESS COMBINATION ARE SATISFIED OR WAIVED (OTHER THAN CONDITIONS THAT MAY BE OR ARE INTENDED TO BE SATISFIED ONLY AFTER THE DELISTING IS COMPLETED).

6. Spin-Out Resolution

Background and Structure

In connection with the Business Combination and conditional upon the Business Combination being completed, EnerSpar will transfer the EnerSpar Properties to Spinco in exchange for Spinco Shares, with Spinco to focus on the development of the EnerSpar Properties and EnerSpar, as the Resulting Issuer, to focus on the business currently carried on by Mindfull.

It is proposed that, if the Spin-Out is implemented, each Shareholder will be distributed, as an *in specie* return of capital, one Spinco Share for each EnerSpar Share held. In connection with the proposed distribution of the Spinco Shares to Shareholders as an *in specie* return of capital, under the ABCA, EnerSpar can reduce its stated capital of the EnerSpar Shares for the purpose of distributing capital to its Shareholders. EnerSpar will reduce its stated capital of the EnerSpar Shares by an amount equal to not less than the fair market value of the Spinco Shares that are to be distributed to the Shareholders on the date of such distribution.

It is anticipated that the distribution of Spinco Shares to Shareholders will occur concurrently with the Business Combination being completed. Shareholders will not be required to pay for any Spinco Shares that they receive under such distribution nor will they be required to surrender or exchange EnerSpar Shares in order to receive Spinco Shares or to take any other action in connection with such distribution.

No fractional Spinco Shares will be distributed in connection with the Spin-Out and no consideration will be paid in lieu thereof. Any fractional Spinco Shares that persons would otherwise be entitled to receive will be rounded down to the nearest whole number. The balance of Spinco Shares not distributed to Shareholders as a result of such rounding down will not be distributed and will be sold by EnerSpar.

Upon completion of the Spin-Out, the Spinco Shares will not be listed on any stock exchange. Accordingly, the Spinco Shares received by Shareholders upon completion of the Spin-Out will be subject to an indefinite hold period from the date of issue (and the certificates evidencing the Spinco Shares will include a legend to this effect) until the date on which the Spinco Shares become listed on a stock exchange. It is the intention of EnerSpar to cause Spinco to list the Spinco Shares on a stock exchange concurrently with the Business Combination being completed.

Recommendation of Directors and Resolution

At the Meeting, Shareholders will be asked to consider, and if thought advisable, approve the Spin-Out Resolution. In order for the Spin-Out to become effective, the Spin-Out Resolution must be approved by at least two-thirds of the votes cast by Shareholders present in person or represented by proxy at the Meeting. It is a condition precedent to the completion of the Business Combination that the Shareholders approve the Spin-Out Resolution. If the Spin-Out Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition is waived by Mindfull.

The complete text of the Spin-Out Resolution which management intends to place before the Meeting authorizing the Spin-Out is as follows:

"**BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT**:

(1) The transfer (the "**Spin-Out**") of the Johan Beetz Feldspar property of EnerSpar comprised of eight mineral claims of EnerSpar located in the Province of Quebec to a company to be incorporated ("**Spinco**"), which will initially be a wholly-owned subsidiary of EnerSpar, and distribute to the shareholders of EnerSpar one common share of Spinco for each common shares of EnerSpar, all as more particularly described in the management information circular dated May 15, 2019 of EnerSpar be approved.

(2) The stated capital account maintained by EnerSpar in respect of the common shares of the EnerSpar be reduced pursuant to Section 177 of the *Business Corporations Act* (Alberta) by an amount to be determined by the directors in connection with the Spin-Out, by deducting such amount from the stated capital account maintained by EnerSpar for the common shares of EnerSpar.

(3) Notwithstanding that this resolution has been duly passed by the shareholders of EnerSpar, the directors of EnerSpar be, and they are hereby authorized and empowered to revoke this resolution at any time prior to the completion of the Spin-Out and to determine not to proceed with the Spin-Out without further approval of the shareholders of EnerSpar.

(4) any one director or officer of EnerSpar be and is hereby authorized and directed for and on behalf of EnerSpar to execute or cause to be executed, under the corporate seal of EnerSpar or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Spin-Out Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Spin-Out Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the Spin-Out Resolution at the Meeting.

THE SPIN-OUT RESOLUTION WILL ONLY BE IMPLEMENTED IN THE EVENT THAT ALL CONDITIONS TO THE BUSINESS COMBINATION ARE SATISFIED OR WAIVED (OTHER THAN CONDITIONS THAT MAY BE OR ARE INTENDED TO BE SATISFIED ONLY AFTER THE SPIN-OUT IS COMPLETED).

7. Continuance Resolution

At the Meeting, Shareholders will be asked to consider, and if thought advisable, approve with or without variation, the Continuance Resolution. In connection with the Business Combination, EnerSpar intends to apply for the discontinuance of EnerSpar from the Province of Alberta under the ABCA and to continue in the Province of Ontario under the OBCA. The Continuance Resolution authorizes the EnerSpar Board, in its sole discretion, to file a Continuance application with the Director under the OBCA. The Continuance will affect certain of the rights of Shareholders as they currently exist under the ABCA and Shareholders should consult their legal advisors regarding the implications of the Continuance which may be of particular importance to them.

In order to effect the Continuance, the following steps must be taken:

(i) The Alberta Registrar must approve the proposed continuance under the OBCA, upon being satisfied that the Continuance will not adversely affect creditors or Shareholders. EnerSpar will apply for a letter of approval to continue under the OBCA from the Alberta Registrar of Corporations.

(ii) The Shareholders must approve the Continuance by special resolution at the Meeting, authorizing EnerSpar to, among other things, file a Continuance application with the Director under the OBCA.

(iii) EnerSpar must receive from the Director under the OBCA stamped articles of continuance evidencing its continuance ("**Articles of Continuance**").

(iv) EnerSpar must file a notice of continuance with the Alberta Registrar, who will then issue a certificate of discontinuance.

On the date shown on the Articles of Continuance, EnerSpar becomes a corporation under the laws of Ontario as if it had been incorporated under the OBCA.

In order for the Continuance to become effective, the Continuance Resolution must be approved by at least two-thirds of the votes cast by Shareholders present in person or represented by proxy at the Meeting. It is a condition precedent to the completion of the Business Combination that the Shareholders approve the Continuance Resolution. If the Continuance Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition is waived by Mindfull.

The complete text of the Continuance Resolution which management intends to place before the Meeting authorizing the Continuance is as follows:

"**BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT**:

(1) The continuance of EnerSpar, a corporation existing under the laws of the Province of Alberta, to the Province of Ontario (the "**Continuance**"), all as more particularly described and set forth in the management information circular dated May 15, 2019 of EnerSpar (the "**Circular**"), is hereby authorized and approved and EnerSpar is hereby authorized to apply to the Alberta Registrar for authorization to be continued as if it had been constituted under the *Business Corporations Act* (Ontario) (the "**OBCA**"), and to continue its existence under the OBCA.

(2) The form of articles of continuance, the full text of which is attached as Schedule "G" to the Circular is hereby approved, and following receipt of authorization to continue pursuant to the *Business Corporations Act* (Alberta), EnerSpar is hereby authorized to file the articles of continuance with the Director under the OBCA together with any notices and other documents

prescribed by the OBCA necessary to continue EnerSpar as if it had been incorporated under the laws of Ontario.

(3) Subject to the Continuance becoming effective, and without affecting the validity of any act of EnerSpar under its existing by-laws (the "**Existing By-Laws**"), the Existing By-Laws are hereby repealed and replaced with the new By-Law No. 1 of EnerSpar, the full text of which is attached as Schedule "H" to the Circular (the "**New By-Laws**"), together with such changes or amendments thereto as any director or officer of EnerSpar determines appropriate, the conclusive evidence of such determination being the execution of the New By-Laws by a director or officer of EnerSpar.

(4) Notwithstanding that this resolution has been passed (and the Continuance approved) by the shareholders of EnerSpar, the directors of EnerSpar are hereby authorized and empowered without further notice to or approval of the shareholders of EnerSpar: (i) to amend the articles of continuance to the extent permitted by law, and (ii) not to proceed with the Continuance.

(5) Any one director or officer of EnerSpar be and is hereby authorized and directed for and on behalf of EnerSpar to execute or cause to be executed, under the corporate seal of EnerSpar or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Continuance Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Continuance Resolution.

The EnerSpar Board has approved the Continuance and recommends that the Shareholders vote FOR the Continuance Resolution.

THE CONTINUANCE RESOLUTION WILL ONLY BE IMPLEMENTED IN THE EVENT THAT ALL CONDITIONS TO THE BUSINESS COMBINATION ARE SATISFIED OR WAIVED (OTHER THAN CONDITIONS THAT MAY BE OR ARE INTENDED TO BE SATISFIED ONLY AFTER THE CONTINUANCE IS COMPLETED).

Certain Corporate Differences Between the OBCA and the ABCA

In general terms, the OBCA provides to shareholders substantively the same rights as are available to shareholders under the ABCA, including the right of dissent and appraisal and the right to bring derivative actions and oppression actions.

The following is a summary comparison of certain provisions of the ABCA and the OBCA that pertain to the rights of shareholders. In approving the Continuance Resolution, Shareholders will be approving the Continuance and will be agreeing to hold securities in a corporation governed by the OBCA. **This summary is not intended to be exhaustive and Shareholders should consult their legal advisors regarding all of the implications of the Continuance.**

Charter Documents

Under the OBCA, a company's constating documents consist of "articles of incorporation" which set forth the name of the company, and the amount and type of shares the company is authorized to issue, and "by-laws" which regulate the business and affairs of the company. The articles of incorporation are filed with the Director under the OBCA and the by-laws are maintained with the company's registered and records office. Under the ABCA, the company has "articles" which set forth the name of the company and the amount and type of authorized capital and "by-laws" which govern the management of the company. The articles are filed with the Alberta Registrar and the by-laws are maintained with the company's registered and records office.

If Shareholders approve the Continuance Resolution, EnerSpar will continue to have an authorized capital consisting of an unlimited number of EnerSpar Shares without nominal or par value and an unlimited number of Preferred Shares without nominal or par value. Also, if Shareholders approve the Continuance Resolution, the by-laws must conform to the requirements of the OBCA.

Amendment to Constating Documents

Under the OBCA, a company may amend its articles by special resolution which requires approval by at least two-thirds of the votes cast by shareholders entitled to vote thereon. Fundamental changes to a company's articles, such as an alteration of the restrictions, if any, on the business carried on by the company, a change in the name of the company or an increase or reduction of the authorized capital of the company, requires approval by special resolution. Other fundamental changes such as an alteration of the special rights and restrictions attached to issued shares or an amalgamation or continuation of a company out of the jurisdiction also requires approval by special resolution of the holders of shares of each class entitled to vote thereon. The ABCA has substantially the same requirements.

Sale of the Company's Undertaking

Under the OBCA, a sale, lease, or exchange of all or substantially all the property of a company other than in the ordinary course of business of the company requires the approval of not less than two-thirds the shareholders entitled to vote thereon. A notice of a meeting of shareholders shall be sent to each shareholder entitled to vote at the meeting and shall include a copy or summary of the agreement of the sale, lease or exchange, and state that a dissenting shareholder is entitled to be paid the fair value of their shares, although failure to make this statement does not invalidate the sale, lease, or exchange. Each share of the company carries the right to vote whether or not it otherwise carries the right to vote, and where a class or series is affected by the sale, lease or exchange in a manner different from another class or series, the holders of shares of that class or series are entitled to vote separately as a class or series. The ABCA has substantially the same requirements.

Rights of Dissent and Appraisal

In accordance with Section 185 of the OBCA, shareholders of any class of shares have the right to dissent to certain actions being taken by a company and to be paid the fair value of the shares in respect of which the shareholder dissents. The dissent right is applicable where the company proposes to:

(a) amend its articles to add, remove or change restrictions on the issue, transfer or ownership of shares of a class or series of the shares of the company

(b) amend its articles to add, remove or change any restriction upon the business or businesses that the company may carry on or upon the powers that the company may exercise;

(c) amalgamate with another company other than pursuant to a short-form amalgamation;

(d) be continued under the laws of another jurisdiction;

(e) sell, lease or exchange all or substantially all of its property; or

(f) in certain circumstances, amend its articles to vary the rights of shareholders of a class or series pursuant to Section 170 of the OBCA.

In accordance with Section 191 of the ABCA, shareholders of any class of shares have the right to dissent to certain actions being taken by a company and to be paid the fair value of the shares in respect of which the shareholder dissents. The dissent right is applicable where the company proposes to:

(a) amend its articles to add, remove or change any provisions restricting or constraining the issue or transfer of shares;

(b) amend its articles to add, change or remove any restriction on the business or businesses that the company may carry on;

(c) amend its articles to add or remove an express statement establishing the unlimited liability of shareholders;

(d) amalgamate other than pursuant to a short form amalgamation;

(e) continue under the laws of another jurisdiction;

(f) sell, lease or exchange all or substantially all of its property; or

(g) in certain circumstances, amend its articles to vary the rights of holders of shares of a class or series pursuant to Section 176 of the ABCA.

Although the procedure for dissenting under the OBCA is not the same as the ABCA, the shareholders have a similar right to dissent. Each shareholder is entitled to dissent and to be paid the fair value of such shareholder's shares if the shareholder objects to the matter and the matter becomes effective. A shareholder may dissent only with respect to all of the shares held by the shareholder on behalf of any one beneficial owner and registered in the dissenting shareholder's name. In order to dissent, a shareholder must send to the company, on or before the date of the shareholder meeting, a dissent notice to the matter in respect of which the shareholder proposes to dissent.

A vote against the matter or an abstention in respect thereof does not constitute such a dissent notice, but a shareholder who delivers a dissent notice need not attend the shareholder meeting and vote his shares against the matter in order to dissent in respect of the matter. Similarly, the revocation of a proxy conferring authority on the proxyholder to vote in favour of the matter does not constitute a dissent notice but any such proxy granted by a shareholder who intends to dissent should be validly revoked. Within 10 days following the date of the meeting, the company must deliver to each shareholder who has filed a dissent notice in respect of the resolution passed at the applicable meeting (except a shareholder who voted for the matter or has withdrawn his dissent notice) at the address specified for such purpose in the dissent notice, a notice stating that the resolution authorizing the matter has been adopted.

Oppression Remedies

Under Section 248 of the OBCA, a shareholder, former shareholder, director, former director, officer, or former officer of a company or any of its affiliates, any other person who, in the discretion of the Court, is a proper person to seek an oppression remedy, or in the case of an offering corporation, the Ontario Securities Commission, may apply to Court for an order to rectify the matters complained of where, in respect of a company or any of its affiliates, any act or omission of the company or its affiliates effects a result, the business or affairs of the company or any of its affiliates are carried on or conducted in a manner or the powers of the directors of the company or its affiliates are or have been exercised in a manner, that is oppressive or unfairly prejudicial to, or that unfairly disregards the interests of, any securityholder, creditor, director or officer. The ABCA is substantially similar.

Derivative Actions

Under the OBCA, a shareholder, former shareholder, director, former director, officer, former officer of a corporation or any of its affiliates, or any other person who, in the discretion of the Court, is a proper person to seek leave to bring a derivative action, may apply to the Court for an order to grant such leave if the directors of the corporation or its subsidiary do not bring, diligently prosecute or defend or discontinue the action and it appears to be in the interests of the corporation or its subsidiary that the action be brought, prosecuted, defended or discontinued. The complainant must give 14 days' notice to the directors of the corporation or its subsidiary of its intention to apply to the court for leave to pursue a derivative action and must be acting in good faith, provided that a complainant is not required to give such notice if all the directors of the corporation or its subsidiary are defendants in the action. The ABCA is substantially similar.

Requisition of Meetings

The OBCA provides that one or more shareholders of a company holding at least 5% of the issued voting shares of the company may give notice to the directors of the company requiring them to call and hold a meeting of shareholders. The requisition shall state the business to be transacted at the meeting and shall be sent to each director and to the registered office of the company. On receiving the requisition, the directors shall call a meeting of shareholders to transact the business stated in the requisition, unless a record date has been fixed and notice has been given thereof, or the directors have called a meeting of shareholders and given notice thereof, or the business of the meeting as stated in the requisition include certain matters exempted by the OBCA. If the directors do not, within 21 days after receiving the requisition, call a meeting, any registered holder or beneficial owner of shares who signed the requisition may call the meeting of shareholders of the company. The ABCA has substantially the same requirements.

Place of Meeting

Under the OBCA, subject to the articles of incorporation and any unanimous shareholder agreement of the company, shareholder meetings for the company can be held in or outside Ontario as the directors of the company determine.

Under the ABCA, shareholders meetings of the company must be held at the place within the Province of Alberta provided in the by-laws or, in the absence of such provision, at the place within the Province of Alberta that the directors of the company determine. However, if all the shareholders entitled to vote at that meeting so agree, or if the articles of the company so provide, meetings of shareholders may be held outside of the Province of Alberta. The existing articles of EnerSpar permit EnerSpar to hold meetings of Shareholders in or outside of the Province of Alberta as the EnerSpar Board determines.

Form of Proxy and Information Circular for Reporting Issuers

Reporting issuers must comply with OBCA requirements and requirements of securities legislation. Under the OBCA, a company, concurrently with giving notice of a meeting of shareholders, must send a form of proxy and information circular to each shareholder who is entitled to receive notice of the meeting.

Under the ABCA, the requirement for reporting issuers to provide a notice of a general meeting, a form of proxy and an information circular containing prescribed information regarding the matters to be dealt with at, and the conduct of the shareholder meeting, is now governed by securities legislation and is not governed by the ABCA.

Board Composition

The OBCA provides that an offering company shall have a minimum of three directors, at least 1/3 of whom are independent of the company or its affiliates. In addition, under the OBCA, subject to certain exceptions, at least 25% of the directors of a company must be resident Canadians, provided that if a company has less than four directors at least one director must be a resident Canadian.

The ABCA provides that a distributing company whose shares are held by more than one person, shall have a minimum of three directors, at least two of whom are independent of the company or its affiliates. Under the ABCA, at least 25% of the directors must be resident Canadians.

Indemnification

The OBCA allows a company to indemnify a director or former director or officer or former officer of the company or another individual who acts or acted at the company's request as a director or officer, or an individual acting in a similar capacity of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment reasonably incurred by the individual in respect of any civil, criminal or administrative investigation or other proceeding in which the individual is involved because of that association with the company or other entity, provided he acted honestly and in good faith with a view to the best interests of the company. The ABCA also provides similar rights to a director.

ABCA Rights of Dissent in Respect of the Continuance Resolution

Registered Shareholders that oppose the Continuance Resolution, may, subject to compliance with certain conditions, dissent from the Continuance Resolution and be entitled to be paid the fair value for their EnerSpar Shares in accordance with Section 191 of the ABCA (the "**Dissent Procedures**").

Under the ABCA, a Shareholder is entitled, in addition to any other right he, she or it may have, to dissent and to be paid by EnerSpar the fair value of the EnerSpar Shares held by him, her or it in respect of which he, she or it dissents, determined as of the close of business on the last Business Day before the day which the Continuance Resolution from which he, she or it dissents is adopted. A Shareholder may dissent only with respect to all of the EnerSpar Shares held by him, her or it or on behalf of any one beneficial owner and registered in his, her or its name. Persons who are beneficial owners of EnerSpar Shares registered in the name of a broker, custodian, nominee or other Intermediary who wish to dissent, should be aware that only the registered owner of such EnerSpar Shares is entitled to dissent. Accordingly, a Non-Registered Shareholder will not be entitled to exercise the Dissent Rights directly unless the EnerSpar Shares are re-registered in the Non-Registered Shareholder's name. A Non-Registered Shareholder who wishes to exercise the Dissent Rights should contact the Intermediary with whom the Non-Registered Shareholder deals in respect of its EnerSpar Shares and either: (i) instruct the Intermediary to exercise the Dissent Rights on the Non-Registered Shareholder's behalf (which, if the EnerSpar Shares are registered in the name of CDS & Co. or other clearing agency, would require that the EnerSpar Shares first be re-registered in the name of the Intermediary); or (ii) instruct the Intermediary to re-register the EnerSpar Shares in the name of the Non-Registered Shareholder, in which case, the Non-Registered Shareholder would be able to exercise the Dissent Rights directly.

In order to exercise a Dissenting Holder's Dissent Rights, the Dissenting Holder must send to EnerSpar the Dissent Notice, which Dissent Notice must be received by the Chief Executive Officer of EnerSpar, at 10015-103 Avenue NW, Edmonton, Alberta T5J 0H1 no later than 5:00 pm (Calgary time) on June 13, 2019 (or 5:00 pm (Calgary time) on the Business Day immediately preceding any adjourned or postponed Meeting) or by the Chair of the Meeting at or before the Meeting. A Dissenting Holder wishing to exercise his, her or its Dissent Right may not vote those Dissent Shares at the Meeting, either by the submission of a form of proxy or by personally voting, in favour of the Continuance Resolution.

Under Section 191 of the ABCA, an application may be made to the Alberta Court by EnerSpar or by a Dissenting Holder to fix the fair value of the Dissenting Holder's Dissent Shares. If such an application to the Alberta Court is made by either EnerSpar or a Dissenting Holder, EnerSpar must, unless the Alberta Court otherwise orders, send to each Dissenting Holder a written offer to pay him, her or it an amount considered by the EnerSpar Board to be the fair value of the Dissent Shares. The offer, unless the Alberta Court otherwise orders, will be sent to each Dissenting Holder at least 10 days before the date on which the application is returnable, if EnerSpar is the applicant, or within 10 days after EnerSpar is served with notice of the application, if a Dissenting Holder is the applicant. The offer will be made on the same terms to each Dissenting Holder and will be accompanied by a statement showing how the fair value was determined.

A Dissenting Holder may make an agreement with EnerSpar for the purchase of his, her or its EnerSpar Shares by Amalco in the amount of EnerSpar's offer (or otherwise) at any time before the Alberta Court pronounces an order fixing the fair value of the EnerSpar Shares.

Upon the occurrence of the earliest of: (i) the Continuance becoming effective; (ii) the making of an agreement between EnerSpar and the Dissenting Holder as to the payment to be made by EnerSpar to the Dissenting Holder; or (iii) a pronouncement of the Alberta Court fixing the fair value of the Dissenting Holder's Dissent Shares, the Dissenting Holder will cease to have any rights as a Shareholder other than the right to be paid the fair value of his, her or its Dissent Shares in the amount agreed to between EnerSpar and the Dissenting Holder, or in the amount fixed by the Alberta Court, as the case may be. Until one of these events occurs, the Dissenting Holder may withdraw his, her or its dissent, or EnerSpar may rescind the Continuance Resolution, and, in either event, the dissent and appraisal proceedings in respect of that Dissenting Holder will be discontinued.

A Dissenting Holder is not required to give security for costs in respect of an application to the Alberta Court and, except in special circumstances, will not be required to pay the costs of the application or appraisal. On the application, the Alberta Court will make an order fixing the fair value of the Dissent Shares of all Dissenting Holders who are parties to the application, giving judgment in that amount against EnerSpar and in favour of each of those

Dissenting Holders, and fixing the time within which EnerSpar must pay that amount payable to the Dissenting Holders. The court may in its discretion allow a reasonable rate of interest on the amount payable to each Dissenting Holder calculated from the date on which the Dissenting Holder ceases to have any rights as a Shareholder until the date of payment.

EnerSpar shall not make a payment to a Dissenting Holder under Section 191 of the ABCA if there are reasonable grounds for believing that EnerSpar is, or would after the payment, be unable to pay its liabilities as they become due, or that the realizable value of the assets of EnerSpar would thereby be less than the aggregate of its liabilities. In such event, EnerSpar shall notify each Dissenting Holder that it is unable lawfully to pay Dissenting Holders for their EnerSpar Shares, in which case the Dissenting Holder may, by written notice to EnerSpar within 30 days after receipt of such notice, withdraw his, her or its Dissent Notice, in which case such Dissenting Holder shall be reinstated to his, her or its full rights as a Shareholder, failing which he, she or it retains a status as a claimant against EnerSpar to be paid as soon as EnerSpar is lawfully entitled to do so or, in a liquidation, to be ranked subordinate to creditors but prior to Shareholders.

The foregoing description of the Dissent Rights is not a comprehensive statement of the procedures to be followed by a Dissenting Holder in respect of the Continuance Resolution who seeks payment of the fair value of such Dissenting Holder's Dissent Shares and is qualified in its entirety by the reference to the full text of Section 191 of the ABCA which is attached to this Circular as *Schedule "E" – Section 191 of the ABCA*. A Shareholder who intends to exercise Dissent Rights should carefully consider and comply with the provisions of Section 191 of the ABCA. Failure to comply with the provisions of Section 191 of the ABCA and to adhere to the procedures established therein may result in the loss of all rights thereunder.

8. Consolidation Resolution

At the Meeting, Shareholders will be asked to consider and, if thought advisable, approve, with or without variation, the Consolidation Resolution. In connection with the Business Combination, EnerSpar intends to issue EnerSpar Shares as consideration to the shareholders of Mindfull. In order to align the value of the EnerSpar Shares to the price per EnerSpar Share at which the Business Combination will be completed, EnerSpar proposes that, subject to obtaining all required regulatory approvals, immediately prior to the completion of the Business Combination, the EnerSpar Shares be consolidated at a ratio of one Post-Consolidation EnerSpar Share for every eight EnerSpar Shares, with any resulting fraction being rounded down to the next lowest whole number. No fractional Post-Consolidation EnerSpar Shares will be issued under the Consolidation.

If approved, no further action on the part of the Shareholders would be required in order for the EnerSpar Board to implement the Consolidation. If implemented, the Consolidation will occur simultaneously for all of the EnerSpar Shares and will be implemented prior to the completion of the Business Combination. The Consolidation ratio will be the same for all EnerSpar Shares and will affect all holders of EnerSpar Shares uniformly and will not affect any Shareholder's percentage ownership interest in EnerSpar, except to the extent that the Consolidation would otherwise result in any Shareholder owning a fractional EnerSpar Share.

Notwithstanding the foregoing, as indicated in the text of the Consolidation Resolution below, the EnerSpar Board may, in its sole discretion, determine to not proceed with the Consolidation.

As EnerSpar currently has an unlimited number of EnerSpar Shares authorized for issuance, the Consolidation will not have any effect on the number of EnerSpar Shares that remain available for future issuance. As at May 15, 2019, EnerSpar has 24,985,000 EnerSpar Shares issued and outstanding. Upon completion of the Consolidation, the number of Post-Consolidation EnerSpar Shares issued and outstanding, without giving effect to the Business Combination, will be 3,123,125 Post-Consolidation EnerSpar Shares (approximately, on a non-diluted basis, subject to variation based on rounding).

If the Consolidation Resolution is approved by Shareholders and the EnerSpar Board decides to implement the Consolidation, EnerSpar will file articles of amendment with the Director under the OBCA in the form prescribed by the OBCA to amend the constating documents of EnerSpar. The Consolidation will become effective as specified in the articles of amendment and the certificate of amendment issued by the Director under the OBCA.

In order for the Consolidation to become effective, the Consolidation Resolution must be approved by at least two-thirds of the votes cast by Shareholders present in person or represented by proxy at the Meeting. It is a condition precedent to the completion of the Business Combination that the Shareholders approve the Consolidation Resolution. If the Consolidation Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition is waived by Mindfull.

The complete text of the Consolidation Resolution which management intends to place before the meeting authorizing the Consolidation is as follows:

"**BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT**:

(1) The consolidation of the issued and outstanding common shares of EnerSpar (the "**Consolidation**") on the basis of one post-consolidation common share (each a "**Post-Consolidation EnerSpar Share**") for every eight pre-consolidation common shares of EnerSpar, is hereby authorized and approved.

(2) No fractional Post-Consolidation EnerSpar Shares shall be issued in connection with the Consolidation and any resulting fractional Post-Consolidation EnerSpar Share shall be rounded down to the nearest whole Post-Consolidation EnerSpar Share.

(3) EnerSpar is hereby authorized to file articles of amendment together with any notices and other documents prescribed by the *Business Corporations Act* (Ontario) (the "**OBCA**") with the Director under the OBCA to effect the Consolidation.

(4) Notwithstanding that this resolution has been passed (and the Consolidation approved) by the shareholders of EnerSpar, the directors of EnerSpar are hereby authorized and empowered without further notice to or approval of the shareholders of EnerSpar (i) to amend the articles of amendment to the extent permitted by law, and (ii) not to proceed with the Consolidation.

(5) Any one director or officer of EnerSpar be and is hereby authorized and directed for and on behalf of EnerSpar to execute or cause to be executed, under the corporate seal of EnerSpar or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Consolidation Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Consolidation Resolution.

The EnerSpar Board has approved the Consolidation and recommends that the Shareholders vote FOR the Consolidation Resolution.

Share Certificates

Upon implementation of the Consolidation and completion of the Business Combination, delivery of a certificate evidencing a Resulting Issuer Share will be made to a Shareholder with no action on their part.

Upon implementation of the Consolidation, each certificate representing pre-Consolidation EnerSpar Shares will be deemed cancelled and, for all corporate purposes, will be deemed to represent, respectively, only a whole number of Post-Consolidation EnerSpar Shares, with any resulting fraction being rounded down to the next lowest whole number, provided that any registered Shareholder that would otherwise not receive a Post-Consolidation EnerSpar Share as a result of such rounding will receive one Post-Consolidation EnerSpar Share pursuant to the Consolidation.

Non-Registered Shareholders holding their EnerSpar Shares through an intermediary should note that such intermediaries may have various procedures for processing the Consolidation. If a Non-Registered Shareholder holds EnerSpar Shares with such an intermediary and has any questions in this regard, the Non-Registered Shareholder is encouraged to contact its intermediary.

No Dissent Rights

Under the OBCA, Shareholders do not have dissent and appraisal rights with respect to the proposed Consolidation.

THE CONSOLIDATION RESOLUTION WILL ONLY BE IMPLEMENTED IN THE EVENT THAT ALL CONDITIONS TO THE BUSINESS COMBINATION ARE SATISFIED OR WAIVED (OTHER THAN CONDITIONS THAT MAY BE OR ARE INTENDED TO BE SATISFIED ONLY AFTER THE CONSOLIDATION IS COMPLETED).

9. Name Change Resolution

At the Meeting, Shareholders will be asked to consider and, if thought advisable, approve, with or without variation, the Name Change Resolution. Upon completion of the Business Combination, the Resulting Issuer will be the parent and the sole shareholder of Amalco and accordingly will indirectly carry on the business of Mindfull. EnerSpar believes that the Name Change is in the best interests of the Resulting Issuer in order to reflect the change in its business activities.

To be effective, the Name Change requires the affirmative vote of at least two-thirds of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting. It is a condition precedent to the completion of the Business Combination that the Shareholders approve the Name Change Resolution. If the Name Change Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition is waived by Mindfull.

The complete text of the Name Change Resolution which management intends to place before the Meeting authorizing the Name Change is as follows:

"**BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT**:

(1) the change of the name of EnerSpar to "Mindfull Corp." or such other name as the board of directors of EnerSpar, in its sole discretion, deems appropriate and the Director appointed under the *Business Corporations Act* (Ontario) (the "**OBCA**") may permit (the "**Name Change**"), is hereby authorized and approved.

(2) EnerSpar is hereby authorized to file articles of amendment together with any notices and other documents prescribed by the OBCA with the Director under the OBCA to effect the Name Change.

(3) Notwithstanding that this resolution has been passed (and the Name Change approved) by the shareholders of EnerSpar, the directors of EnerSpar are hereby authorized and empowered without further notice to or approval of the shareholders of EnerSpar: (i) to amend the articles of amendment, if necessary, to the extent permitted by law, and (ii) not to proceed with the Name Change.

(4) Any one director or officer of EnerSpar be and is hereby authorized and directed for and on behalf of EnerSpar to execute or cause to be executed, under the corporate seal of EnerSpar or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Name Change Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Name Change Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the Name Change Resolution at the Meeting.

THE NAME CHANGE RESOLUTION WILL ONLY BE IMPLEMENTED IN THE EVENT THAT ALL CONDITIONS TO THE BUSINESS COMBINATION ARE SATISFIED OR WAIVED (OTHER THAN CONDITIONS THAT MAY BE OR ARE INTENDED TO BE SATISFIED ONLY AFTER THE NAME CHANGE IS COMPLETED).

10. Resulting Issuer Board Resolution

The Resulting Issuer Board Resolution is by its terms conditional and effective only upon the completion of the Business Combination. The Resulting Issuer Board Resolution sets the number of directors of the Resulting Issuer at four directors.

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Resulting Issuer Board Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Resulting Issuer Board Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the Resulting Issuer Board Resolution at the Meeting.

THE RESULTING ISSUER BOARD RESOLUTION WILL ONLY BE EFFECTIVE IN THE EVENT THAT THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED.

11. Resulting Issuer Director Election Resolution

At the Meeting, the Shareholders will be asked to elect, conditional and effective only upon the completion of the Business Combination, Matthew Jimenez, Nicholas Reichenbach, Joseph Jackman and Mary Dalimonte (collectively the "**Resulting Issuer Board Nominees**") as directors of the Resulting Issuer.

Management of EnerSpar does not contemplate that any of the Resulting Issuer Board Nominees will be unable to serve as a director upon the completion of the Business Combination.

It is a condition precedent to the completion of the Business Combination that the Shareholders approve the Resulting Issuer Director Election Resolution. If the Resulting Issuer Director Election Resolution does not receive the requisite approval, the Business Combination will not proceed, unless such condition precedent is waived by Mindfull.

Resulting Issuer Board Nominees

The following table sets forth the name of each of the persons proposed to be nominated for each of the Resulting Issuer Board Nominees, the nominees' state/province and country of residence, age, proposed occupation(s) with the Resulting Issuer, the period during which the nominees have served as directors and/or officers of Mindfull, and the nominees' principal occupation(s):

Name and Place of Residence	Age	Proposed Position(s) with the Resulting Issuer	Director Since	Principal Occupation(s)	Common Shares Beneficially Owned or Controlled
Matthew Jimenez Boulder, Colorado, USA	42	Chief Executive Officer and Director	N/A	Former Senior Category Leader for Whole Foods Market's global grocery team with over 20 years of national brand and product development experience	N/A
Nicholas Reichenbach Toronto, Ontario, Canada	44	Director	N/A	Founder, CEO & Director of Flow Water Inc. Serial entrepreneur in consumer products and digital media	N/A
Joseph Jackman Toronto, Ontario, Canada	59	Director	N/A	CEO of Jackman Reinvent; formerly CMO of Gap; CMO of Duane Reade; EVP of Loblaw Companies Ltd	N/A
Mary Dalimonte Toronto, Ontario, Canada	61	Director	N/A	Former SVP of Merchandising and Commercial Programs for Sobeys Inc., led the strategic planning and drove the development and execution of customer-focused, market-leading innovations and new store concept designs for Sobeys' full-service banners across Canada. Former Sr Director, GM, and VP at Loblaw Supermarkets	N/A

Biographies

The following are brief profiles of the Resulting Issuer Board Nominees.

Matthew Jimenez

Matthew Jimenez is the founder and Chief Executive Officer of Mindfull Capital Inc. Mr. Jimenez has over twenty years of experience in the natural consumer packaged goods industry, specifically in food and beverage. Prior to joining the Resulting Issuer, Mr. Jimenez was the lead merchant for Whole Foods Market Global and co-created the company's category management platform for the center-store grocery department. During his tenure, Mr. Jimenez built a team of dedicated category managers and was directly responsible for bringing hundreds of products to market across multiple product categories. Prior to Whole Foods Market Global, Mr. Jimenez co-managed the U.S. natural channel for the Hain Celestial Group, North America's largest organic food and beverage brand portfolio. During his tenure, he led a national distribution and sales team covering all major U.S. territories. In addition to Hain Celestial Group, Mr. Jimenez previously managed the brand and product development platform and business strategy for ProBar Inc., a performance-based snack company. Mr. Jimenez is employed full time by the Resulting Issuer and has a non-disclosure agreement in place..

Nicholas Reichenbach

Nicholas Reichenbach, founder and Chief Executive Officer of Flow Water, is a serial entrepreneur who has launched a steady stream of diverse and successful businesses. Most recently, Mr. Reichenbach launched an enterprise in the water industry with Flow Alkaline Spring Water, a sustainably packaged spring water. Sourced from Mr. Reichenbach's family's artesian spring in Bruce County Ontario, Canada, Flow Water is a naturally alkaline water with a high pH level that is both sustainably sourced and packaged. Mr. Reichenbach's robust track record includes creating and scaling dozens of businesses including Rabbit, a social video chat platform backed by Google Ventures and CrunchFund, and Magmic Games, a gaming software company that has produced over 300 games including Guitar Hero mobile and New York Times Crosswords. Mr. Reichenbach will devote the time necessary to perform the work required in connection with acting as a director of the Resulting Issuer.

Joseph Jackman

Joseph Jackman, as President and Chief Executive Officer of Jackman Reinvents, has been an advisor to consumer brands, business to business companies and private equity partners for over 30 years. Mr. Jackman has proven himself to be invaluable to leaders intent on sharpening strategy and orchestrating brand-driven reinventions of their businesses. Throughout his career as strategist, creative director and reinventionist, Mr. Jackman has helped companies create the most powerful and relevant versions of their brands and is considered to be an expert on rapid reinvention. Mr. Jackman will devote the time necessary to perform the work required in connection with acting as a director of the Resulting Issuer.

Mary Dalimonte

Mary Dalimonte was most recently the Senior Vice President of Merchandising and Commercial Programs for Sobeys Inc., a leading Canadian grocery retailer and food distributor. Ms. Dalimonte joined Sobeys in 2008 and in 2012 was promoted to Senior Vice President of Merchandising and Commercial Programs. In her most recent capacity she led the strategic plans and drove the development and execution of customer-focused, market-leading innovations and new store concept designs for Sobeys' full service banners across Canada. With over 40 years of achievement in the retail grocery industry, Ms. Dalimonte is known as a change agent and the quintessential foodie. Ms. Dalimonte's broad business expertise spans merchandising, multi banner operations, private label, innovation development and process management, governance and new store concept development and design. As an award-winning and active member of the grocery community, Ms. Dalimonte has been awarded and recognized for her many accomplishments including the "Golden Pencil Award" in 2018, the highest honor awarded by the Food Industry Association of Canada recognizing excellence through career dedication and making a significant and worthwhile contribution to the Canadian Food Industry. Ms. Dalimonte will devote the time necessary to perform the work required in connection with acting as a director of the Resulting Issuer.

Cease Trade Orders, Corporate and Personal Bankruptcies, Penalties and Sanctions

None of the Resulting Issuer Board Nominees is as at the date of this Circular, or has been within the 10 years before the date of this Circular, a director, chief executive officer or chief financial officer of any company, including any personal holding company of such director, chief executive officer or chief financial officer, that was subject to an order that was issued while that Resulting Issuer Board Nominees was acting in that capacity, or was subject to an order, that was issued after the director or executive officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that Resulting Issuer Board Nominees was acting in such capacity.

None of the Resulting Issuer Board Nominees is as at the date of this Circular, or has been within the 10 years before the date of this Circular, a director or executive officer of any company, including any personal holding company of such director or executive officer, that while that Resulting Issuer Board Nominees was acting in that capacity or within a year of that Resulting Issuer Board Nominees ceasing to act in that capacity became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of such company.

Other than as described below, no Resulting Issuer Board Nominee has within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of such individual.

Nicholas Reichenbach submitted a proposal to the Ministry of Finance on June 7, 2010 and received a certificate of full performance on September 20, 2010 from the Superior Court of Justice.

No Resulting Issuer Board Nominee has been the subject of any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or has been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable investor in making an investment decision.

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Resulting Issuer Director Election Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Resulting Issuer Director Election Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the Resulting Issuer Director Election Resolution at the Meeting.

THE RESULTING ISSUER DIRECTOR ELECTION RESOLUTION WILL ONLY BE EFFECTIVE IN THE EVENT THAT THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED.

12. Board Size Resolution

At the Meeting, Shareholders will be asked to consider and, if thought advisable, approve, with or without variation, a special resolution, subject to such amendments, variations or additions as may be approved at the Meeting, empowering the Resulting Issuer Board to determine by resolution the number of directors of the Resulting issuer within the minimum and maximum number set forth in the articles and the number of directors to be elected at the annual meeting of shareholders of the Resulting Issuer (the "**Board Size Resolution**"). To be effective, the Board Size Resolution requires the affirmative vote of at least two-thirds of the votes cast by Shareholders present in person or represented by proxy and entitled to vote at the Meeting.

The OBCA provides that, where a minimum and maximum number of directors of a company is provided for in its articles, the directors of a company may, if empowered by special resolution of the shareholders of the company, by resolution determine the number of directors within the minimum and maximum number of directors to be elected at the annual meeting of the shareholders of the company.

Management is of the view that this flexibility will be in the best interests of the Resulting Issuer following its continuance into Ontario. The Resulting Issuer's articles will allow a minimum of three (3) and a maximum of nine (9) directors following its continuance into Ontario.

The complete text of the Board Size Resolution which management intends to place before the Meeting authorizing the number of directors is as follows:

"**BE IT RESOLVED, AS A SPECIAL RESOLUTION, THAT**:

(1) The directors of the Corporation be and they hereby are authorized and approved to determine the number of directors of the Corporation within the minimum and maximum number set forth in the articles and the number of directors of the Corporation to be elected at the annual meeting of shareholders of the Corporation.

(2) Any director or officer of the Corporation is hereby authorized and directed for and in the name of and on behalf of the Corporation to execute or cause to be executed, whether under corporate seal of the Corporation or otherwise, and to deliver or cause to be delivered all such documents, and to do or cause to be done all such acts and things, as in the opinion of such director or officer may be necessary or desirable in connection with the foregoing resolution."

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Board Size Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as

proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Board Size Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the Board Size Resolution.

THE BOARD SIZE RESOLUTION WILL ONLY BE EFFECTIVE IN THE EVENT THAT THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED.

13. Resulting Issuer Auditor Resolution

At the Meeting, the Shareholders will be asked to approve the appointment of MNP LLP as auditor of the Resulting Issuer, conditional and effective only upon the completion of the Business Combination, and to authorize the directors of the Resulting Issuer to fix their remuneration.

The complete text of the Resulting Auditor Resolution which management intends to place before the Meeting authorizing the auditor of the Resulting Issuer is as follows:

"**BE IT RESOLVED THAT**:

(1) The appointment of MNP LLP as auditor of EnerSpar to hold office following the Effective Time of the Business Combination (the "**Resulting Issuer Auditor Resolution**") and until the close of the next annual meeting of the shareholders of EnerSpar is hereby authorized and approved, and the board of directors of EnerSpar is hereby authorized to fix the remuneration of MNP LLP.

(2) Notwithstanding that this resolution has been passed (and the Resulting Issuer Auditor Appointment approved) by the shareholders of EnerSpar, the directors of EnerSpar are hereby authorized and empowered without further notice to or approval of the shareholders of EnerSpar to not proceed with the appointment of MNP LLP as auditor of EnerSpar.

(3) Any one director or officer of EnerSpar be and is hereby authorized and directed for and on behalf of EnerSpar to execute or cause to be executed, under the corporate seal of EnerSpar or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the Resulting Issuer Auditor Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the Resulting Issuer Auditor Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the Resulting Issuer Auditor Resolution at the Meeting.

THE RESULTING ISSUER AUDITOR RESOLUTION WILL ONLY BE EFFECTIVE IN THE EVENT THAT THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED.

14. New Resulting Issuer Plan Resolution

In connection with the Business Combination, and in particular the preponderance of employees of Mindfull that are residents of the United States, the Resulting Issuer proposes to adopt a new equity incentive plan (the "**New Resulting Issuer Plan**") to replace the EnerSpar Stock Option Plan, subject to Shareholder approval and the Business Combination being completed.

To be effective, the New Resulting Issuer Plan Resolution requires the affirmative vote of not less than a majority of the votes cast by disinterested Shareholders present in person or represented by proxy and entitled to vote at the Meeting. For purposes of approval of the New Resulting Issuer Plan Resolution, none of the current officers, directors or insiders of EnerSpar will be eligible to participate in the New Resulting Issuer Plan and thus none of their EnerSpar Shares will be excluded in determining whether the New Resulting Issuer Plan Resolution has been approved.

If Shareholders do not approve the New Resulting Issuer Plan, the New Resulting Issuer Plan will not go into effect.

The complete text of the New Resulting Issuer Plan Resolution which management intends to place before the Meeting authorizing the New Resulting Issuer Plan is as follows:

"**BE IT RESOLVED THAT**:

(1) The new 10% rolling stock option plan (the "**New Resulting Issuer Plan**"), the full text of which is attached as Schedule "F" to the management information circular dated May 15, 2019 of EnerSpar, is hereby approved, including the reservation for issuance under the New Resulting Issuer Plan at any time of a maximum of 10% of the then issued and outstanding common shares of EnerSpar.

(2) Any one director or officer of EnerSpar be and is hereby authorized and directed for and on behalf of EnerSpar to make any and all additions, deletions and modifications to the New Resulting Issuer Plan as may be necessary or advisable to give effect to this resolution or as may be required by applicable regulatory authorities or stock exchanges.

(3) Any one director or officer of EnerSpar be and is hereby authorized and directed for and on behalf of EnerSpar to execute or cause to be executed, under the corporate seal of EnerSpar or otherwise, and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing."

Unless otherwise indicated, the persons designated as proxyholders in the accompanying EnerSpar Proxy will vote the EnerSpar Shares represented by such EnerSpar Proxy FOR the New Resulting Issuer Plan Resolution. If you do not specify how you want your EnerSpar Shares voted at the Meeting, the persons designated as proxyholders in the accompanying EnerSpar Proxy will cast the votes represented by your proxy at the Meeting FOR the New Resulting Issuer Plan Resolution.

The EnerSpar Board unanimously recommends that Shareholders vote FOR the New Resulting Issuer Plan Resolution at the Meeting.

THE NEW RESULTING ISSUER PLAN WILL ONLY BE ADOPTED BY THE RESULTING ISSUER IN THE EVENT THAT THE BUSINESS COMBINATION IS SUCCESSFULLY COMPLETED.

Summary of New Resulting Issuer Plan

The principal features of the New Resulting Issuer Plan are summarized below:

Eligibility

Executive officers, directors, employees, management company employees, consultants and investor relations persons of the Resulting Issuer or its subsidiaries (each as described in the New Resulting Issuer Plan and each, an "**Eligible Person**") are eligible to receive Resulting Issuer Options under the New Resulting Issuer Plan. Of the Resulting Issuer Shares available for issuance under the New Resulting Issuer Plan, up to 4,000,000 may be granted to U.S. Participants (as the term is described in the New Resulting Issuer Plan) under Incentive Stock Options (as the term is described in the New Resulting Issuer Plan). Incentive Stock Options can only be granted to U.S. Participants who are employees.

Resulting Issuer Shares Subject to New Resulting Issuer Plan

The New Resulting Issuer Plan provides that the maximum number of Resulting Issuer Shares which may be made subject to Resulting Issuer Options under the New Resulting Issuer Plan at any time and from time to time shall not exceed 10% of the total number of Resulting Issuer Shares then issued and outstanding.

If any Resulting Issuer Option, other than an Incentive Stock Option, expires or otherwise terminates for any reason without having been exercised in full, the number of Resulting Issuer Shares in respect of which the Resulting Issuer Option was not exercised shall be available for the purposes of the New Resulting Issuer Plan. Any exercises of Resulting Issuer Options, except for Incentive Stock Options, will make new grants available under the New Resulting Issuer Plan, effectively resulting in a reloading of the number of Resulting Issuer Options available for grant under the Resulting Issuer Option Plan.

Limits with Respect to Consultants and Investor Relations Persons

(a) The maximum number of Resulting Issuer Options which may be granted to any one consultant under the New Resulting Issuer Plan, together with any other of the Resulting Issuer's previously established and outstanding share based compensation plans or grants, within any 12 month period, must not exceed 2% of the issued and outstanding Resulting Issuer Shares, calculated on the date a Resulting Issuer Option is granted to such consultant (on a non-diluted basis); and

(b) The maximum number of Resulting Issuer Options which may be granted to all investor relations persons under the New Resulting Issuer Plan, together with any other of the Resulting Issuer's previously established and outstanding share based compensation plans or grants, within any 12 month period, must not exceed, in the aggregate, 1% of the issued and outstanding Resulting Issuer Shares, calculated on the date a Resulting Issuer Option is granted to any such investor relations person (on a non-diluted basis).

Exercise of Resulting Issuer Options

The exercise price of Resulting Issuer Options issued may not be less than the "market price" (as set out in the New Resulting Issuer Plan) of the Resulting Issuer Shares at the time the Resulting Issuer Option is granted. Notwithstanding the foregoing, in the event that Resulting Issuer Shares are listed on the CSE, the exercise price shall not be lower than the greater of the closing of the market price of the Resulting Issuer Shares on (a) the prior trading day, and (b) the date of grant of the Resulting Issuer Option. In no event may the exercise price for an option granted to a U.S. Participant be less than the market price as of the date of grant or the exercise price of an Incentive Stock Option granted to a U.S. Participant who is a Significant Shareholder (as the term is described in the New Resulting Issuer Plan) be less than 110% of the market price as of the date of grant.

Subject to the provisions of the New Resulting Issuer Plan and the particular Resulting Issuer Option, a Resulting Issuer Option may be exercised, in whole or in part, by delivering a written notice of exercise to the Resulting Issuer along with payment in cash or certified cheque for the full amount of the purchase price of the Resulting Issuer Shares then being purchased.

Term and Expiry Dates

The period within which Resulting Issuer Options may be exercised and the number of Resulting Issuer Options which may be exercised in any such period are determined by the Board at the time of granting the Resulting Issuer Options provided, however, that the maximum term of any Resulting Issuer Options awarded under the New Resulting Issuer Plan is five years. In no event may the term of an Incentive Stock Option granted to a U.S. Participant who is a Significant Shareholder exceed five years from the date of the option grant.

Vesting

All Resulting Issuer Options granted pursuant to the New Resulting Issuer Plan will be subject to such vesting requirements as may be prescribed by the stock exchange on which the Corporation's securities are listed, if applicable, or as may be imposed by the Board. All Resulting Issuer Options granted to consultants performing investor relations activities will vest in stages over 12 months with no more than one-quarter of the Resulting Issuer Options vesting in any three-month period.

The aggregate market price of the shares for which one or more Incentive Stock Options granted to any U.S. Participant may for the first time become exercisable during any one calendar year shall not exceed US$100,000.

Termination of Resulting Issuer Options

An optionee who ceases to be an Eligible Person for any reason, may exercise any vested and unexpired Resulting Issuer Options held by such optionee for a period of 90 days from the date of cessation, or 30 days if the Eligible Person is engaged in investor relations activities (in each case unless such period is extended by the Board to a maximum of 12 months from cessation). In the event of death of an optionee, the optionee's representative may exercise any vested and unexpired Resulting Issuer Options held by the optionee for a period of 12 months from the optionee's death (unless such period is extended by the Board). Any extension of the exercise period by the Board is subject to the approval of the stock exchange on which the Corporation's securities are listed.

Notwithstanding the foregoing, if a U.S. Participant ceases to be an employee, such U.S. Participant shall have three months from the date of ceasing to be an employee (12 months in the case of death or disability), or until the normal expiry date of the Incentive Stock Option (if earlier) to exercise the Incentive Stock Option or it shall be treated as a Non-Qualified Stock Option (as the term is described in the New Resulting Issuer Plan).

Transferability

Resulting Issuer Options granted under the New Resulting Issuer Plan will be non-assignable and non-transferable by an optionee other than pursuant to a will or by the laws of descent and distribution, and such Resulting Issuer Option will be exercisable, during an optionee's lifetime, only by the optionee.

Capital Changes, Corporate Transactions and Change of Control

The New Resulting Issuer Plan contains provisions for the treatment of Resulting Issuer Options in relation to acceleration events, which mean, among other things, capital changes and with regard to a reorganization, stock split, stock dividend, combination of Resulting Issuer Shares, merger, consolidation, rights offering or any other change in the corporate structure or Resulting Issuer Shares. The aggregate number and kind of Resulting Issuer Shares available under the New Resulting Issuer Plan shall be appropriately adjusted in the event of a reorganization, recapitalization, stock split, stock dividend, combination of Resulting Issuer Shares, merger, consolidation, rights offering or any other change in the corporate structure or Resulting Issuer Shares.

In the event of an Acceleration Event (as defined in the New Resulting Issuer Plan), provided that the Board has determined that no adjustment shall be made pursuant to the New Resulting Issuer Plan, the Board may (i) permit the optionee to exercise the Resulting Issuer Option granted, as to all or any of the optioned Resulting Issuer Shares in respect of which such Resulting Issuer Option has not previously been exercised (regardless of any vesting restrictions), during the period specified in the notice (but in no event later than the expiry date of the Resulting Issuer Option), so that the optionee may participate in such transaction, offer or proposal; and (ii) require the acceleration of the time for the exercise of the said Resulting Issuer Option and of the time for the fulfillment of any conditions or restrictions on such exercise. For greater certainty, upon an Acceleration Event, optionees shall not be treated any more favourably than shareholders with respect to the consideration that the optionees may be entitled to receive for their Resulting Issuer Shares. Further, the Board, in its sole discretion, may authorize and implement any one or more of the following additional courses of action in the event of an Acceleration Event::

(i) terminating without any payment or other consideration, any Resulting Issuer Options not exercised or surrendered by the effective time of the Acceleration Event;

(ii) causing the Resulting Issuer to offer to acquire from each optionee his or her Resulting Issuer Options for a cash payment equal to the In-the-Money Amount (as defined in the New Resulting Issuer Plan), and any Resulting Issuer Options not so surrendered or exercised by the effective time of the Acceleration Event will be deemed to have expired; and

(iii) a Resulting Issuer Option granted under the New Resulting Issuer Plan be exchanged for a Resulting Issuer Option to acquire, for the same aggregate consideration, that number and type of securities as would be distributed to the optionee in respect of the Resulting Issuer Shares issued to the optionee had he or she exercised the Resulting Issuer Option prior to the effective time of the Acceleration Event, provided that any such replacement Resulting Issuer Option must provide that it survives for a period of not less than one year from the effective time of the Acceleration Event, regardless of the continuing directorship, officership or employment of the optionee.

For greater certainty, and notwithstanding anything else to the contrary contained in the New Resulting Issuer Plan, the Board shall have the power, in its sole discretion, in any Acceleration Event which may or has occurred, to make such arrangements as it shall deem appropriate for the exercise of outstanding Resulting Issuer Options including, without limitation, to modify the terms of the New Resulting Issuer Plan and/or the Resulting Issuer Options as contemplated above. If the Board exercises such power, the Resulting Issuer Options shall be deemed to have been amended to permit the exercise thereof in whole or in part by the optionee at any time or from time to time as determined by the Board prior to or in conjunction with completion of the Acceleration Event.

Amendment and Termination of the New Resulting Issuer Plan

The Board may at any time amend or terminate the New Resulting Issuer Plan, but where amended, such amendment is subject to regulatory approval.

U.S. Participants

With respect to Resulting Issuer Options granted to U.S. Participants, the Resulting Issuer intends to rely on Rule 701 of the Securities Act which exempts from registration under the Securities Act of 1933, as amended, the grant of Resulting Issuer Options to, and the exercise of Resulting Issuer Options by, U.S. Participants. Rule 701 of the Securities Act does not exempt from registration the sale of optioned shares. As a result, the certificates for optioned shares to be issued to U.S. Participants shall, if such optioned shares have not been registered by the Resulting Issuer under the Securities Act, be issued with a restrictive legend.

STATEMENT OF EXECUTIVE COMPENSATION

The following information regarding executive compensation is presented in accordance with Form 51-102F6V – *Statement of Executive Compensation – Venture Issuers* and sets forth compensation of each NEO and director of EnerSpar for the two most recently completed financial years.

Director and NEO Compensation, Excluding Options and Other Compensation Securities

The following table sets out all compensation paid, payable, awarded, granted, given, or otherwise provided, directly or indirectly, by EnerSpar to each NEO, in any capacity, and each director, for the two most recently completed financial years.

Table of Compensation Excluding Compensation Securities								
Name and position	**Year** (1)	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites**	**Pension value ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
James Richardson Chief Executive Officer and Director	2018 2017	54,000 54,000	nil nil	nil nil	nil nil	nil nil	nil nil	54,000 54,000

Table of Compensation Excluding Compensation Securities								
Name and position	**Year** [(1)]	**Salary, consulting fee, retainer or commission ($)**	**Bonus ($)**	**Committee or meeting fees ($)**	**Value of perquisites**	**Pension value ($)**	**Value of all other compensation ($)**	**Total compensation ($)**
John Arnold Chief Financial Officer and Director	2018 2017	18,000 18,000	nil nil	nil nil	nil nil	nil nil	nil nil	18,000 18,000
Donal Caroll[(1)] Director and Chairman of the EnerSpar Audit Committee	2018 2017	nil n/a	nil n/a	nil n/a	nil n/a	nil n/a	nil n/a	nil n/a
Peter Andrews Director	2018 2017	nil nil	nil nil	nil nil	nil nil	nil nil	nil nil	nil nil
Peter Bloch Director	2018 2017	nil nil	nil nil	nil nil	nil nil	nil nil	nil nil	nil nil

Notes:
(1) Mr. Caroll was elected as a director of EnerSpar on August 15, 2018.

Stock Options and Other Compensation Securities

The following table provides a summary of all compensation securities granted or issued to each NEO and to each director of EnerSpar during the most recently completed financial year of EnerSpar for services provided or to be provided, directly or indirectly, to EnerSpar or any of its subsidiaries:

COMPENSATION SECURITIES							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and % of class[(2)]**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry date**
James Richardson[(3)] Chief Executive Officer and Director	EnerSpar Options[(1)]	Nil	--	--	--	--	--
John Arnold[(4)] Chief Executive Officer and Director	EnerSpar Options[(1)]	Nil	--	--	--	--	--

COMPENSATION SECURITIES							
Name and position	**Type of compensation security**	**Number of compensation securities, number of underlying securities, and % of class[(2)]**	**Date of issue or grant**	**Issue, conversion or exercise price ($)**	**Closing price of security or underlying security on date of grant ($)**	**Closing price of security or underlying security at year end ($)**	**Expiry date**
Donal Caroll[(5)] Director and Chairman of the EnerSpar Audit Committee	EnerSpar Options [(1)]	100,000 exercisable for 100,000 EnerSpar Shares representing 0.4% of the outstanding number of EnerSpar Shares	Aug. 17, 2018	$0.055	0.04	0.055	Aug. 17, 2021
Peter Andrews[(6)] Director	EnerSpar Options [(1)]	Nil	--	--	--	--	--
Peter Bloch[(7)] Director	EnerSpar Options [(1)]	Nil	--	--	--	--	--

Notes:

(1) The fair value of each option at the date of grant was estimated using the Black-Scholes option pricing model to be consistent with the audited consolidated financial statements of the Company and included the following assumptions: share price $0.04, dividend yield nil, expected volatility 135% (based on the historical price history of the EnerSpar Shares), risk-free interest rate 1.0%, and an expected life of three years.

(2) Calculated on a partially diluted basis as at December 31, 2018.

(3) As at December 31, 2018, Mr. Richardson held 800,000 EnerSpar Options exercisable to purchase 800,000 EnerSpar Shares.

(4) As at December 31, 2018, Mr. Arnold held 125,000 EnerSpar Options exercisable to purchase 125,000 EnerSpar Shares.

(5) As at December 31, 2018, Mr. Carroll held 100,000 EnerSpar Options exercisable to purchase 100,000 EnerSpar Shares.

(6) As at December 31, 2018, Mr. Andrews held 125,000 EnerSpar Options exercisable to purchase 125,000 EnerSpar Shares.

(7) As at December 31, 2018, Mr. Bloch held 300,000 EnerSpar Options exercisable to purchase 300,000 EnerSpar Shares.

None of the NEOs or directors of EnerSpar exercised any compensation securities during the most recently completed financial year of EnerSpar.

Stock Option Plans and Other Incentive Plans

The EnerSpar Board may from time to time, in its discretion, and in accordance with TSXV requirements, grant to directors, officers and technical consultants of EnerSpar non-transferable and non-assignable EnerSpar Options to purchase EnerSpar Shares.

The aggregate number of EnerSpar Shares which may be reserved for issue under the EnerSpar Stock Option Plan is limited to 10% of the issued and outstanding number of EnerSpar Shares as at the date of the grant of EnerSpar Options. As at the date hereof, 1,150,000 EnerSpar Options may be reserved for issue pursuant to the EnerSpar Stock Option Plan, 1,150,000 EnerSpar Options have been issued and 1,348,500 EnerSpar Options are still available for issue.

Any exercises of EnerSpar Options will make new grants available under the EnerSpar Stock Option Plan, effectively resulting in reloading of the number of EnerSpar Options available to grant under the EnerSpar Stock Option Plan. The aggregate number of EnerSpar Shares reserved for issuance to any one optionee other than a technical consultant in any 12 month period may not exceed 5% of the issued and outstanding EnerSpar Shares at the date of grant. The aggregate number of EnerSpar Shares reserved for issuance pursuant to EnerSpar Options granted to any one technical consultant in any 12-month period may not exceed 2% of the issued and outstanding EnerSpar Shares at the date of the grant.

If an optionee ceases to be a director, officer, or technical consultant of EnerSpar for any reason other than death, the optionee may exercise EnerSpar Options no later than 90 days following cessation of the optionee's position or arrangement with EnerSpar; provided that if the cessation of such position or arrangement was by reason of death, the EnerSpar Option may be exercised within a maximum period of one year after such death, subject to the expiry date of such EnerSpar Option. The exercise price of an EnerSpar Option is set by the EnerSpar Board at the time of grant, but may not be less than the closing price of the EnerSpar Shares on the TSXV (or such other principal stock exchange on which the EnerSpar Shares may be listed) on the date immediately prior to the date of grant. The EnerSpar Stock Option Plan provides for flexible vesting, at the discretion of the EnerSpar Board. The term of any EnerSpar Option granted under the EnerSpar Stock Option Plan shall not exceed 10 years from the date of grant.

Other than the EnerSpar Stock Option Plan, EnerSpar does not offer any long-term incentive plans, share compensation plans, retirement plans, pension plans, or any other such benefit programs for directors or NEOs.

Employment, Consulting and Management Agreements

Management functions of EnerSpar are not, to any substantial degree, performed other than by directors or NEOs of EnerSpar. There are no agreements or arrangements that provide for compensation to NEOs or directors of EnerSpar, or that provide for payments to a NEO or director at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, severance, a change of control in EnerSpar or a change in the NEO or director's responsibilities other than the consulting agreement entered into on March 30, 2017 between EnerSpar and James Richardson, the Chief Executive Officer of EnerSpar (the "**Richardson Consulting Agreement**").

The Richardson Consulting Agreement provides for the payment of $4,500 plus HST per calendar month to James Richardson for the services generally expected of a Chief Executive Officer and such other services as EnerSpar and Mr. Richardson may agree. The Richardson Consulting Agreement may be terminated upon 12 months' notice or payment in lieu.

It is a condition of the Business Combination that Mr. Richardson agree to resign at the effective time of the Business Combination and waive any fees or notice period owed to him pursuant to the Richardson Consulting Agreement.

There are no employment, consulting or management agreements in place with any of the directors of EnerSpar.

Oversight and Description of Director and NEO Compensation

Compensation of Directors

Compensation of directors of EnerSpar is reviewed annually and determined by the EnerSpar Board. The level of compensation for directors is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources.

In the EnerSpar Board's view, there is, and has been, no need for EnerSpar to design or implement a formal compensation program for directors. While the EnerSpar Board considers grants of EnerSpar Options to directors under the EnerSpar Stock Option Plan from time to time, the EnerSpar Board does not employ a prescribed methodology when determining the grant or allocation of EnerSpar Options.

Compensation of NEOs

EnerSpar believes in linking an individual's compensation to his or her performance and contribution as well as to the performance of EnerSpar as a whole. The primary components of EnerSpar's executive compensation are base salary and option-based awards. The EnerSpar Board believes that the mix between base salary and incentives must be reviewed and tailored to each executive based on their role within the organization as well as their own personal circumstances. The overall goal is to successfully link compensation to the interests of the Shareholders. The following principles form the basis of EnerSpar's executive compensation program:

1. align interest of executives and shareholders;

2. attract and motivate executives who are instrumental to the success of EnerSpar and the enhancement of shareholder value;

3. pay for performance; and

4. ensure compensation methods have the effect of retaining those executives whose performance has enhanced EnerSpar's long term value.

The EnerSpar Board approves the salary ranges for the NEOs. The base salary review for each NEO is based on assessment of factors such as current competitive market conditions, compensation levels within the peer group and particular skills, such as leadership ability and management effectiveness, experience, responsibility and proven or expected performance of the particular individual. Comparative data for EnerSpar's peer group is also accumulated from a number of external sources including independent consultants. EnerSpar's policy for determining salary for NEOs is consistent with the administration of salaries for all other employees.

EnerSpar implemented the EnerSpar Stock Option Plan in order to motivate NEOs by providing them with the opportunity, through granting of EnerSpar Options, to acquire an interest in EnerSpar and benefit from EnerSpar's growth. The EnerSpar Board does not employ a prescribed methodology when determining the grant or allocation of EnerSpar Options to NEOs.

Pension Plan Benefits

No pension, retirement or deferred compensation plans, including defined contribution plans, have been instituted by EnerSpar and none are proposed at this time.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The following table sets out information with respect to all compensation plans under which equity securities are authorized for issuance as at December 31, 2018:

Equity Compensation Plan Information			
Plan Category	**Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)**	**Weighted-average exercise price of outstanding options, warrants and rights (b)**	**Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)**
Equity compensation plans approved by securityholders	1,150,000	0.04	1,348,500
Equity compensation plans not approved by securityholders	n/a	n/a	n/a
Total	**1,150,000**	**0.04**	**1,348,500**

Notes:

(1) The EnerSpar Stock Option Plan is a "rolling" stock option plan whereby the maximum number of EnerSpar Shares that may be reserved for issue pursuant to the EnerSpar Stock Option Plan will not exceed 10% of the outstanding EnerSpar Shares at the time of the EnerSpar Option grant. As at the date hereof, 1,150,000 EnerSpar Options may be reserved for issue pursuant to the EnerSpar Stock Option Plan, 1,150,000 EnerSpar Options have been issued and 1,348,500 EnerSpar Options are still available for issue.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As of the date hereof, other than indebtedness that has been entirely repaid on or before the date of this Circular or "routine indebtedness", as that term is defined in Form 51-102F5 of National Instrument 51-102 – *Continuous Disclosure Obligations*, none of

(i) the individuals who are, or at any time since the beginning of the last financial year of EnerSpar were, a director or executive officer of EnerSpar;

(ii) the proposed nominees for election as its directors; or

(iii) any associates of the foregoing persons,

is, or at any time since the beginning of the most recently completed financial year has been, indebted to EnerSpar or any subsidiary of EnerSpar, or is a person whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee support agreement, letter of credit or other similar arrangement or understanding provided by EnerSpar or any subsidiary of EnerSpar.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

For purposes of the following discussion, "**Informed Person**" means

(i) a director or executive officer of EnerSpar;

(ii) a director or executive officer of a person or company that is itself an Informed Person or subsidiary of EnerSpar;

(iii) any person or company who beneficially owns, directly or indirectly, voting securities of EnerSpar or who exercises control or direction over voting securities of EnerSpar or a combination of both carrying more than 10 percent of the voting rights attached to all outstanding voting securities of EnerSpar, other than the voting securities held by the person or company as underwriter in the course of a distribution; and

(iv) EnerSpar itself if it has purchased, redeemed or otherwise acquired any of its securities, for so long as it holds any of its securities.

Except as disclosed elsewhere herein or in the notes to EnerSpar's financial statements for the financial year ended December 31, 2018, none of

(i) the Informed Persons of EnerSpar;

(ii) the proposed nominees for election as a director of EnerSpar; or

(iii) any associate or affiliate of the foregoing persons,

has any material interest, direct or indirect, in any transaction since the commencement of EnerSpar's most recently completed financial year or in a proposed transaction which has materially affected or would materially affect EnerSpar or any subsidiary of EnerSpar.

MANAGEMENT CONTRACTS

Except as disclosed herein, EnerSpar is not a party to a management contract with any directors or executive officers of EnerSpar. On March 30, 2017, EnerSpar entered into a consulting agreement with James A. Richardson, whereby Mr. Richardson is paid a monthly fee of $4,500 plus HST per calendar month for the services generally expected of a Chief Executive Officer. However, it is a condition of the Business Combination that Mr. Richardson agree to resign at the effective time of the Business Combination and waive any fees or notice period owed to him pursuant to the Richardson Consulting Agreement.

OTHER ENERSPAR INFORMATION CIRCULAR DISCLOSURE

See "*Schedule "B" – EnerSpar Audit Committee Disclosure*" and "*Schedule "C" – EnerSpar Corporate Governance Disclosure*" for additional disclosure relating to the EnerSpar Audit Committee and the relationship with its auditor and corporate governance disclosure for EnerSpar.

EXPERTS

Parker Simone LLP, Chartered Professional Accountants, are the auditors of EnerSpar and have performed the audit in respect of the audited financial statements of EnerSpar as at and for the years ended December 31, 2016, December 31, 2017 and December 31, 2018. Parker Simone LLP are independent of EnerSpar in accordance with the applicable rules of professional conduct.

ADDITIONAL INFORMATION

The information contained in this Circular is given as of May 15, 2019, except as otherwise indicated. Additional financial information is provided in EnerSpar's management's discussion and analysis and the financial statements for EnerSpar's most recently completed financial year which are available under EnerSpar's profile on SEDAR at www.sedar.com.

Schedule “A”
DEFINED TERMS

Unless the context otherwise requires or where otherwise provided, the following words and terms shall have the meanings set forth below when used in this Circular, including the Schedules to the Circular.

"**ABCA**" means the *Business Corporations Act* (Alberta), as amended.

"**Amalco**" means the corporation resulting from the Amalgamation.

"**Amalco Shares**" means the common shares without par value and without special rights or restrictions attached in the capital of Amalco.

"**Amalgamation**" means an amalgamation of EnerSpar Subco and Mindfull pursuant to Section 181 of the CBCA, on the terms and subject to the conditions set out in the Business Combination Agreement, subject to any amendments or variations thereto made in accordance with the provisions of the Business Combination Agreement.

"**Articles of Continuance**" has the meaning ascribed thereto under the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Continuance Resolution*" in this Circular.

"**Beneficial Shareholder**" means a non-registered holder of EnerSpar Shares.

"**Broadridge**" means Broadridge Investor Communications.

"**Business Combination**" means the proposed business combination among EnerSpar, EnerSpar Subco and Mindfull pursuant to which Mindfull will complete a reverse take-over of EnerSpar.

"**Business Combination Agreement**" means the business combination agreement dated April 16, 2019, as may be amended, supplemented or superseded from time to time, among EnerSpar, EnerSpar Subco and Mindfull, a copy of which is available under EnerSpar's profile on SEDAR at www.sedar.com.

"**CBCA**" means the *Canada Business Corporations Act*, as amended.

"**Circular**" means this management information circular, including all Schedules attached hereto, sent to the Shareholders in connection with the Meeting.

"**Closing Date**" means date on which the Business Combination is completed.

"**Computershare**" means Computershare Trust Company of Canada, in its capacity as the registrar and transfer agent of EnerSpar.

"**Consolidation**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Consolidation Resolution*" in this Circular.

"**Consolidation Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Consolidation Resolution*" in this Circular.

"**Continuance**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Continuance Resolution*" in this Circular.

"**Continuance Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Continuance Resolution*" in this Circular.

"**CSE**" means the Canadian Securities Exchange.

"**Delisting**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Delisting Resolution*" in this Circular.

"**Delisting Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Delisting Resolution*" in this Circular.

"**Dissenting Holder**" means a Registered Shareholder who has properly and validly dissented in respect of the Continuance Resolution in strict compliance with the Dissent Rights, who has not withdrawn or been deemed to have withdrawn such dissent and who is ultimately determined to be entitled to be paid the fair value of its EnerSpar Shares, but only in respect of the EnerSpar Shares in respect of which Dissent Rights are validly exercised by such Registered Shareholder.

"**Dissent Notice**" means a written objection to the Continuance Resolution by a Registered Shareholder in accordance with the Dissent Procedures, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Continuance Resolution – ABCA Rights of Dissent in Respect of the Continuance Resolution*" in this Circular..

"**Dissent Procedures**" means the dissent procedures and requirements with respect to the Continuance set forth in Section 191 of the ABCA, to the full text of which is attached to this Circular as *Schedule "E" – Section 191 of the ABCA*, and as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Continuance Resolution – ABCA Rights of Dissent in Respect of the Continuance Resolution*" in this Circular.

"**Dissent Rights**" means the rights of a Registered Shareholder to dissent in respect of the Continuance in strict compliance with the Dissent Procedures.

"**Dissent Shares**" means EnerSpar Shares held by a Dissenting Holder.

"**EnerSpar**" means EnerSpar Corp., a corporation existing under the ABCA.

"**EnerSpar Annual Resolutions**" means the EnerSpar Board Resolution, the EnerSpar Director Election Resolution, the EnerSpar Auditor Resolution and the EnerSpar Option Plan Resolution collectively.

"**EnerSpar Audit Committee**" means the audit committee of EnerSpar.

"**EnerSpar Auditor Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – EnerSpar Auditor Resolution*" in this Circular.

"**EnerSpar Board**" means the board of directors of EnerSpar.

"**EnerSpar Board Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting* – EnerSpar Board Resolution" in this Circular.

"**EnerSpar Director Election Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – EnerSpar Director Election Resolution*" in this Circular.

"**EnerSpar Board Nominees**" has the meaning ascribed thereto in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – EnerSpar Director Election Resolution*" in this Circular.

"**EnerSpar Notice of Meeting**" means the notice of the Meeting sent to Shareholders together with this Circular.

"**EnerSpar Option Plan Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – EnerSpar Option Plan Resolution*" in this Circular.

"**EnerSpar Options**" means the stock options to purchase EnerSpar Shares issued under the EnerSpar Stock Option Plan.

"**EnerSpar Properties**" means the Johan Beetz Feldspar Property comprised of eight mineral claims located in the Province of Quebec as described in the Business Combination Agreement.

"**EnerSpar Proxy**" means the form of proxy sent to Registered Shareholders for use in connection with the Meeting.

"**EnerSpar Record Date**" means May 13, 2019.

"**EnerSpar Shares**" means the common shares in the capital of EnerSpar, prior to giving effect to the Consolidation.

"**EnerSpar Stock Option Plan**" has the meaning ascribed thereto in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – EnerSpar EnerSpar Option Plan* Resolution" in this Circular.

"**EnerSpar Subco**" means 11273396 Canada Inc., a wholly-owned subsidiary of EnerSpar, incorporated under the CBCA for the purpose of effecting the Business Combination.

"**EnerSpar Subco Shares**" means the common shares in the capital of EnerSpar Subco.

"**EnerSpar Transaction Resolutions**" means, the Delisting Resolution, the Spin-Out Resolution, the Continuance Resolution, the Consolidation Resolution, the Name Change Resolution, the Resulting Issuer Board Resolution, the Resulting Issuer Director Election Resolution, the Board Size Resolution, the Resulting Issuer Auditor Resolution and the New Resulting Issuer Plan Resolution, collectively, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting*" in this Circular.

"**Informed Person**" has the meaning ascribed thereto in the section entitled *"Interest of Informed Persons in Material Transactions"* in this Circular.

"**Intermediary**" means a broker, clearing agency, custodian, nominee or other intermediary that holds the EnerSpar Shares on behalf of a Beneficial Shareholder.

"**Listing Statement**" has the meaning ascribed thereto in the section entitled "*The Business Combination – Recommendation of the EnerSpar Board*" in this Circular.

"**Meeting**" means the annual and special meeting of Shareholders, including any adjournment or postponement thereof, to consider, among other things, the EnerSpar Transaction Resolutions.

"**Meeting Materials**" means, collectively, the EnerSpar Notice of Meeting, this Circular, the EnerSpar Proxy and the financial statements of EnerSpar as at and for the years ended December 31, 2018, 2017 and 2016.

"**Mindfull**" means Mindfull Capital Inc., a company existing under the CBCA.

"**Mindfull Shares**" means the common shares in the capital of Mindfull.

"**Name Change**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Name Change Resolution*" in this Circular.

"**Name Change Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Name Change Resolution*" in this Circular.

"**NEO**" means a named executive officer, being (a) a chief executive officer; (b) a chief financial officer; (c) a company's most highly compensated executive officers or the most highly compensated individuals acting in a similar capacity, other than the chief executive officer and chief financial officer, at the end of the most recently completed financial year and whose total compensation was, individually, more than $150,000 as determined in accordance with subsection 1.3(5) of Form 51-102F6V *Statement of Executive Compensation – Venture Issuers*, for that financial year; and (d) each individual who would be a NEO under paragraph (c) but for the fact that the individual was neither an executive officer of the company, nor acting in a similar capacity at the end of the most recently completed financial year.

"**New Resulting Issuer Plan**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – New Resulting Issuer Plan* Resolution" in this Circular.

"**New Resulting Issuer Plan Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – New Resulting Issuer Plan* Resolution" in this Circular.

"**NI 52-110**" means National Instrument 52-110 – *Audit Committees*.

"**NI 54-101**" means National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer*.

"**NOBOs**" has the meaning ascribed thereto in the section entitled "*General Information Concerning the Meeting and Voting – Beneficial Shareholders*" in this Circular.

"**OBOs**" has the meaning ascribed thereto in the section entitled "*General Information Concerning the Meeting and Voting – Beneficial Shareholders*" in this Circular.

"**Parker Simone**" has the meaning ascribed thereto under "*Particulars of Matters to be Acted Upon at the Meeting – EnerSpar Auditor Resolution*".

"**Participant**" has the meaning ascribed thereto under "*Particulars of Matters to be Acted Upon at the Meeting – Summary of New Resulting Issuer Plan*".

"**person**" means a company or individual.

"**Post-Consolidation EnerSpar Shares**" means the common shares in the capital of EnerSpar after giving effect to the Consolidation.

"**Preferred Shares**" means the preferred shares in the capital of EnerSpar.

"**Registered Shareholder**" means a registered holder of EnerSpar Shares.

"**Registrar**" means the Registrar of Companies appointed under the ABCA.

"**Resulting Issuer**" means EnerSpar after completion of the Business Combination.

"**Resulting Issuer Auditor Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Resulting Issuer Auditor Resolution*" in this Circular.

"**Resulting Issuer Board**" means the board of directors of the Resulting Issuer as the same is constituted from time to time.

"**Resulting Issuer Board Nominees**" has the meaning ascribed thereto in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Resulting Issuer Director Election Resolution*" in this Circular.

"**Resulting Issuer Board Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Resulting Issuer Board Resolution*" in this Circular.

"**Resulting Issuer Director Election Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Resulting Issuer Director Election Resolution*" in this Circular.

"**Resulting Issuer Options**" means the stock options to purchase Resulting Issuer Shares issued under the New Resulting Issuer Plan.

"**Resulting Issuer Shares**" means the common shares in the capital of the Resulting Issuer.

"**SEDAR**" means The System for Electronic Document Analysis and Retrieval.

"**Shareholders**" means the holders of EnerSpar Shares.

"**Spin-Out**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Spin-Out*" in this Circular.

"**Spin-Out Resolution**" has the meaning ascribed thereto in the EnerSpar Notice of Meeting, as further described in the section entitled "*Particulars of Matters to be Acted Upon at the Meeting – Spin-Out*" in this Circular.

"**Spinco**" means a numbered corporation to be incorporated pursuant to the laws of the Province of British Columbia as a wholly-owned subsidiary of EnerSpar.

"**Spinco Shares**" means the common shares in the capital of Spinco.

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

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

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

"**VIF**" means a voting instruction form.

Schedule “B”
ENERSPAR AUDIT COMMITTEE DISCLOSURE

National Instrument 52-110 – *Audit Committees* ("**NI 52-110**") requires that certain information regarding the audit committee of a "venture issuer" (as that term is defined in NI 52-110) be included in the management information circular sent to shareholders in connection with the issuer's annual meeting. EnerSpar is a "venture issuer" for the purposes of NI 52-110.

Item 1: The EnerSpar Audit Committee Charter

Duties and Responsibilities

External Auditor

(a) To recommend to the Board, for shareholder approval, an external auditor to examine the Company's accounts, controls and financial statements on the basis that the external auditor is accountable to the Board and the Committee as representatives of the shareholders of the Company.

(b) To oversee the work of the external auditor engaged for the purpose of preparing or issuing an auditor's report or performing other audit, review or attest services for the Company, including the resolution of disagreements between management and the external auditor regarding financial reporting.

(c) To evaluate the audit services provided by the external auditor, pre-approve all audit fees and recommend to the Board, if necessary, the replacement of the external auditor.

(d) To pre-approve any non-audit services to be provided to the Company by the external auditor and the fees for those services.

(e) To obtain and review, at least annually, a written report by the external auditor setting out the auditor's internal quality-control procedures, any material issues raised by the auditor's internal quality-control reviews and the steps taken to resolve those issues.

(f) To review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditor of the Company. The Committee has adopted the following guidelines regarding the hiring of any partner, employee, reviewing tax professional or other person providing audit assurance to the external auditor of the Company on any aspect of its certification of the Company's financial statements:

   (i) No member of the audit team that is auditing a business of the Company can be hired into that business or into a position to which that business reports for a period of three years after the audit;

   (ii) No former partner or employee of the external auditor may be made an officer of the Company or any of its subsidiaries for three years following the end of the individual's association with the external auditor;

   (iii) The Chief Financial Officer ("**CFO**") must approve all office hires from the external auditor; and

   (iv) The CFO must report annually to the Committee on any hires within these guidelines during the preceding year.

(g) To review, at least annually, the relationships between the Company and the external auditor in order to establish the independence of the external auditor.

Financial Information and Reporting

(a) To review the Company's annual audited financial statements with the Chief Executive Officer ("**CEO**") and CFO and then the full Board. The Committee will review the interim financial statements with the CEO and CFO.

(b) To review and discuss with management and the external auditor, as appropriate:

(i) The annual audited financial statements and the interim financial statements, including the accompanying management discussion and analysis; and

(ii) Earnings guidance and other releases containing information taken from the Company's financial statements prior to their release.

(c) To review the quality and not just the acceptability of the Company's financial reporting and accounting standards and principles and any proposed material changes to them or their application.

(d) To review with the CFO any earnings guidance to be issued by the Company and any news release containing financial information taken from the Company's financial statements prior to the release of the financial statements to the public. In addition, the CFO must review with the Committee the substance of any presentations to analysts or rating agencies that contain a change in strategy or outlook.

Oversight

(a) To review the internal audit staff functions, including:

(i) The purpose, authority and organizational reporting lines;

(ii) The annual audit plan, budget and staffing; and

(iii) The appointment and compensation of the controller, if any.

(b) To review, with the CFO and others, as appropriate, the Company's internal system of audit controls and the results of internal audits.

(c) To review and monitor the Company's major financial risks and risk management policies and the steps taken by management to mitigate those risks.

(d) To meet at least annually with management (including the CFO), the internal audit staff, and the external auditor in separate executive sessions and review issues and matters of concern respecting audits and financial reporting.

(e) In connection with its review of the annual audited financial statements and interim financial statements, the Committee will also review the process for the CEO and CFO certifications (if required by law or regulation) with respect to the financial statements and the Company's disclosure and internal controls, including any material deficiencies or changes in those controls.

Membership

(a) The Committee shall consist solely of three or more members of the Board, the majority of which the Board has determined has no material relationship with the Company and is otherwise "unrelated" or "independent" as required under applicable securities rules or applicable stock exchange rules.

(b) Any member may be removed from office or replaced at any time by the Board and shall cease to be a member upon ceasing to be a director. Each member of the Committee shall hold office until the close of the next annual meeting of shareholders of the Company or until the member ceases to be a director, resigns or is replaced, whichever first occurs.

(c) The members of the Committee shall be entitled to receive such remuneration for acting as members of the Committee as the Board may from time to time determine.

(d) All members of the Committee must be "financially literate" (i.e., have the ability to read and understand a set of financial statements such as a balance sheet, an income statement and a cash flow statement).

Procedures

(a) The Board shall appoint one of the directors elected to the Committee as the Chair of the Committee (the "**Chair**"). In the absence of the appointed Chair from any meeting of the Committee, the members shall elect a Chair from those in attendance to act as Chair of the meeting.

(b) The Chair will appoint a secretary (the "**Secretary**") who will keep minutes of all meetings. The Secretary does not have to be a member of the Committee or a director and can be changed by simple notice from the Chair.

(c) No business may be transacted by the Committee except at a meeting of its members at which a quorum of the Committee is present or by resolution in writing signed by all the members of the Committee. A majority of the members of the Committee shall constitute a quorum, provided that if the number of members of the Committee is an even number, one-half of the number of members plus one shall constitute a quorum, and provided that a majority of the members must be "independent" or "unrelated".

(d) The Committee will meet as many times as is necessary to carry out its responsibilities. Any member of the Committee or the external auditor may call meetings.

(e) The time and place of the meetings of the Committee, the calling of meetings and the procedure in all respects of such meetings shall be determined by the Committee, unless otherwise provided for in the articles of the Company or otherwise determined by resolution of the Board.

(f) The Committee shall have the resources and authority necessary to discharge its duties and responsibilities, including the authority to select, retain, terminate, and approve the fees and other retention terms (including termination) of special counsel, advisors or other experts or consultants, as it deems appropriate.

(g) The Committee shall have access to any and all books and records of the Company necessary for the execution of the Committee's obligations and shall discuss with the CEO or the CFO such records and other matters considered appropriate.

(h) The Committee has the authority to communicate directly with the internal and external auditors.

Reports

The Committee shall produce the following reports and provide them to the Board:

(a) An annual performance evaluation of the Committee, which evaluation must compare the performance of the Committee with the requirements of this Charter. The performance evaluation should also recommend to the Board any improvements to this Charter deemed necessary or desirable by the Committee. The performance evaluation by the Committee shall be conducted in such manner as the Committee deems appropriate. The report to the Board may take the form of an oral report by the Chair or any other member of the Committee designated by the Committee to make this report.

(b) A summary of the actions taken at each Committee meeting, which shall be presented to the Board at the next Board meeting.

Item 2: Composition of the EnerSpar Audit Committee

The current members of the EnerSpar Audit Committee are Donal Carroll (Chair), Peter Andrews and Peter Bloch, all of whom are "independent" and "financially literate", in each case as defined by NI 52-110.

NI 52-110 provides that a member of an audit committee of an issuer is "independent" if the member has no direct or indirect material relationship with the issuer, which could, in the view of the directors of the issuer, reasonably interfere with the exercise of the member's independent judgment.

NI 52-110 further provides that an individual is "financially literate" if he or she has the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can reasonably be expected to be raised by the issuer's financial statements.

Item 3: Relevant Education And Experience

The following is a description of the education and experience of each member of the EnerSpar Audit Committee that is relevant to the performance of his responsibilities as an EnerSpar Audit Committee member and, in particular, any education or experience that would provide the member with:

1. an understanding of the accounting principles used by EnerSpar to prepare its financial statements;
2. the ability to assess the general application of such accounting principles in connection with the accounting for estimates, accruals and reserves;
3. experience preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by EnerSpar's financial statements, or experience actively supervising one or more persons engaged in such activities; and
4. an understanding of internal controls and procedures for financial reporting.

Donal Carroll, Director and Chair of the EnerSpar Audit Committee

Mr. Carroll has 15 years of corporate finance leadership and public corporation experience, as well as considerable expertise in syndicate investing both in equity and debt securities. With a balance of prudent financing practices and unique insights, Mr. Carroll has successfully guided companies for expansion and growth. Throughout his tenure with Danaher (DHR:NYSE), Alberto Culver (ACV:NYSE) – now Unilever (UL:NYSE) and Cardinal Meats, Mr. Carroll was instrumental in major restructuring activities, mergers and acquisitions and the implementation of new internal controls and ERP systems resulting in significant efficiencies through periods of substantial change and strong corporation growth. Mr. Carroll holds a CPA-CMA designation as well as a Bachelor of Commerce degree from University College Dublin (UCD).

Peter Andrews, Director

Mr. Andrews has been the President of PRA Consulting Inc., a private consulting firm, since May 2011. From April 2010 to April 2011 he served as Executive Vice President, Business Development of CSDC Systems Inc., a provider of enterprise solutions for improving compliance, governance, accessibility and process automation. Mr. Andrews also served as Chief Executive Officer and President of Grantium Inc. from April 2005 to April 2010.

Peter Bloch, Director

Mr. Bloch has been the Chief Executive Officer of Bionik Laboratories Inc. since 2011. From 2009 to 2011 he was a Partner at Guarden Capital. Mr. Bloch also was the Chief Financial Officer of Just Energy Group Inc. (TSX: JE), an energy marketing firm, between 2007 and 2009.

Item 4: EnerSpar Audit Committee Oversight

The EnerSpar Audit Committee meets regularly with Mr. Richardson, the Chief Executive Officer of EnerSpar, who is a Chartered Professional Accountant and Chartered Accountant and Certified Public Accountant and former Partner of Ernst & Young (Canada and Singapore) and KPMG (UK) and has been able to provide additional guidance to the EnerSpar Audit Committee in all of its deliberations and procedures.

In view of the early stage of EnerSpar, the periodic reporting of the EnerSpar Audit Committee's meetings and deliberations and its oversight reporting to the EnerSpar Board has been direct and immediate by virtue of all members of the EnerSpar Board having participated in those deliberations of the EnerSpar Audit Committee.

Since the commencement of EnerSpar's most recently completed financial year, there has not been a recommendation of the EnerSpar Audit Committee to nominate or compensate an external auditor which was not adopted by the EnerSpar Board.

Item 5: Reliance on Certain Exemptions

Since the commencement of EnerSpar's most recently completed financial year, EnerSpar has not relied on:

1. the exemption in section 2.4 (*De Minimis Non-audit Services*) of NI 52-110 (which exempts all non-audit services provided by EnerSpar's auditor from the requirement to be pre-approved by the EnerSpar Audit Committee if such services are less than 5% of the auditor's annual fees charged to EnerSpar, are not recognized as non-audit services at the time of the engagement of the auditor to perform them and are subsequently approved by the EnerSpar Audit Committee prior to the completion of that year's audit);

2. the exemption in subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*) of NI 52-110 (an exemption from the requirement that a majority of the members of the EnerSpar Audit Committee must not be executive officers, employees or control persons of EnerSpar or of an affiliate of EnerSpar if a circumstance arises that affects the business or operations of EnerSpar and a reasonable person would conclude that the circumstance can be best addressed by a member of the EnerSpar Audit Committee becoming an executive officer or employee of EnerSpar);

3. the exemption in subsection 6.1.1(5) (*Events Outside Control of Member*) (an exemption from the requirement that a majority of the members of the EnerSpar Audit Committee must not be executive officers, employees or control persons of EnerSpar or of an affiliate of EnerSpar if an EnerSpar Audit Committee member becomes a control person of EnerSpar or of an affiliate of EnerSpar for reasons outside the member's reasonable control);

4. the exemption in subsection 6.1.1(6) (*Death, Incapacity or Resignation*) (an exemption from the requirement that a majority of the members of the EnerSpar Audit Committee must not be executive officers, employees or control persons of EnerSpar or of an affiliate of EnerSpar if a vacancy on the EnerSpar Audit Committee arises as a result of the death, incapacity or resignation of an EnerSpar Audit Committee member and the EnerSpar Board was required to fill the vacancy); or

5. an exemption from the requirements of NI 52-110, in whole or in part, granted by a securities regulator under Part 8 (Exemptions) of NI 52-110.

EnerSpar is a "venture issuer" for the purposes of NI 52-110. Accordingly, EnerSpar is relying upon the exemption in section 6.1 of NI 52-110 providing that EnerSpar is exempt from the application of Part 3 (*Composition of the Audit Committee*) and Part 5 (*Reporting Obligations*) of NI 52-110.

Item 6: Pre-Approval Policies and Procedures

The EnerSpar Audit Committee has not adopted formal policies and procedures for the engagement of non-audit services. Subject to the requirements of the NI 52-110, the engagement of non-audit services is considered by, as applicable, the EnerSpar Board and the EnerSpar Audit Committee, on a case by case basis.

Item 7: External Auditor Service Fees (By Category)

The following table sets out the aggregate fees charged to EnerSpar by the external auditor in each of the last two financial years (December 31, 2018 and 2017) for which audits have been completed for the category of fees described.

	Financial Year End 2018 ($)	**Financial Year End 2017 ($)**
Audit Fees(1)	8,250	8,250
Audit-Related Fees(2)	Nil	Nil
Tax fees(3)	1,250	1,250
All Other Fees(4)	Nil	Nil
Total Fees:	**9,500**	**9,500**

(1) "Audit fees" include aggregate fees billed by EnerSpar external auditor in each of the last two financial years (December 31, 2018 and 2017) for which audits have been completed, for audit fees.

(2) "Audited related fees" include the aggregate fees billed in each of the last two financial years (December 31, 2018 and 2017) for which audits have been completed, for assurance and related services by EnerSpar's external auditor that are reasonably related to the performance of the audit or review of EnerSpar's financial statements and are not reported under "Audit fees" above. The services provided include employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews and audit or attest services not required by legislation or regulation.

(3) "Tax fees" include the aggregate fees billed in each of the last two financial years (December 31, 2018 and 2017) for which audits have been completed, for professional services rendered by EnerSpar's external auditor for tax compliance, tax advice and tax planning. The services provided include tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.

(4) "All other fees" include the aggregate fees billed in each of the last two financial years (December 31, 2018 and 2017) for which audits have been completed, for products and services provided by EnerSpar's external auditor, other than "Audit fees", "Audit related fees" and "Tax fees" above.

Schedule "C"

ENERSPAR CORPORATE GOVERNANCE DISCLOSURE

EnerSpar believes that adopting and maintaining appropriate governance practices is fundamental to a well-run company, to the execution of its chosen strategies and to its successful business and financial performance. National Instrument 58-101 – *Disclosure of Corporate Governance Practices* and National Policy 58-201 – *Corporate Governance Guidelines* (collectively the "**Governance Guidelines**") of the Canadian Securities Administrators set out a list of non-binding corporate governance guidelines that issuers are encouraged to follow in developing their own corporate governance guidelines. In certain cases, EnerSpar's practices comply with the guidelines, however, the EnerSpar Board considers that some of the guidelines are not suitable for EnerSpar at its current stage of development and therefore these guidelines have not been adopted. EnerSpar will continue to review and implement corporate governance guidelines as the business of EnerSpar progresses and becomes more active in operations.

The following disclosure is required by the Governance Guidelines and describes EnerSpar's approach to governance and outlines the various procedures, policies and practices that EnerSpar and the EnerSpar Board have implemented.

<u>Item 1: Board Of Directors</u>

The EnerSpar Board is currently composed of five directors. Form 58-101F2 – *Corporate Governance Disclosure (Venture Issuers)* ("**Form 58-101F2**") requires disclosure regarding how the EnerSpar Board facilitates its exercise of independent supervision over management of EnerSpar by providing the identity of directors who are independent and the identity of directors who are not independent and the basis for that determination. NI 52-110 provides that a director is independent if he or she has no direct or indirect "material relationship" with the company. "Material relationship" is defined as a relationship which could, in the view of the EnerSpar Board, be reasonably expected to interfere with the exercise of a director's independent judgment. In addition, under NI 52-110, an individual who is, or has been within the last three years, an employee or executive officer of an issuer, is deemed to have a "material relationship" with the issuer. Accordingly, of the proposed nominees, Mr. Richardson, the President and Chief Executive officer of EnerSpar, and Mr. Arnold, the Chief Financial Officer of EnerSpar, are each considered not to be "independent". The remaining three proposed directors are considered by the EnerSpar Board to be "independent" within the meaning of NI 52-110. In assessing Form 58-101F2 and making the foregoing determinations, the EnerSpar Board has examined the circumstances of each director in relation to a number of factors.

<u>Item 2: Directorships</u>

The following directors of EnerSpar are also currently directors of the following reporting issuers:

Director	**Name of Reporting Issuer**
James Richardson	Waseco Resources Inc., Knightscove Media Corp., iMetal Resources Inc., First Metals Inc., Pine Point Mining Limited, Goldstone Resources Inc., Northern Sun Mining Corp. and BACTech Environmental Corporation
John Arnold	Norminska Corporation and 1948565 Ontario Inc.
Donal Carroll	World Class Extractions Inc., Bird River Resources Inc., Cannara Biotech Inc. and FSD Pharma Inc.

<u>Item 3: Orientation and Continuing Education</u>

The EnerSpar Board does not have a formal process for the orientation of new members. Orientation is done on an informal basis. New board members are provided with such information as is considered necessary to ensure that they are familiar with EnerSpar's business and understand the responsibilities of the EnerSpar Board.

The EnerSpar Board does not have a formal program for the continuing education of its directors. EnerSpar expects its directors to pursue such continuing education opportunities as may be required to ensure that they maintain the skill and knowledge necessary to fulfill their duties as members of the EnerSpar Board. Directors can consult with EnerSpar's professional advisors regarding their duties and responsibilities, as well as recent developments relevant to EnerSpar and the EnerSpar Board. Additionally, historically board members have been nominated who are familiar with EnerSpar and the nature of its business.

Item 4: Ethical Business Conduct

The EnerSpar Board has not adopted a formal code of ethics. In the EnerSpar Board's view, the fiduciary duties placed on individual directors by corporate legislation and the common law, and the restrictions placed by corporate legislation on an individual director's participation in decisions of the EnerSpar Board in which the director has an interest, have been sufficient to ensure that the EnerSpar Board operates independently of management and in the best interests of EnerSpar.

Although EnerSpar has not adopted a formal code of ethics, EnerSpar promotes an ethical business culture. Directors and officers of EnerSpar are encouraged to conduct themselves and the business of EnerSpar with the utmost honesty and integrity. Directors are always reminded not to trade in EnerSpar Shares when they are in possession of material information relating to EnerSpar which is not yet publicly disclosed. Directors are also encouraged to consult with EnerSpar's professional advisors with respect to any issues related to ethical business conduct.

Item 5: Nomination Of Directors

The identification of potential candidates for nomination as directors of EnerSpar is primarily done by the Chief Executive Officer, but all directors are encouraged to participate in the identification and recruitment of new directors. Potential candidates are primarily identified through referrals by business contacts.

Item 6: Compensation

The compensation of directors and NEOs is determined by the EnerSpar Board as a whole. Such compensation is determined after consideration of various relevant factors, including the expected nature and quantity of duties and responsibilities, past performance, comparison with compensation paid by other issuers of comparable size and nature, and the availability of financial resources. For a more detailed description of the compensation of the NEOs and the directors of EnerSpar, see the section entitled *"Statement of Executive Compensation"* in this Circular.

Item 7: Other Board Committees

The EnerSpar Board does not have any standing committees other than the EnerSpar Audit Committee.

Item 8: Assessments

The EnerSpar Board does not have any formal process for assessing the effectiveness of the EnerSpar Board, its committees, or individual directors. Such assessments are done on an informal basis by the Chief Executive Officer and the EnerSpar Board as a whole.

Schedule "D"
ENERSPAR STOCK OPTION PLAN

1. Purpose

The purpose of the Stock Option Plan (the "**Plan**") of **WALMER CAPITAL CORP.**, a corporation incorporated under the *Business Corporations Ac*t (Alberta) (the "**Corporation**") is to advance the interests of the Corporation by encouraging the directors, officers, employees and consultants of the Corporation, and of its subsidiaries and affiliates, if any, to acquire common shares in the share capital of the Corporation (the "**Shares**"), thereby increasing their proprietary interest in the Corporation, encouraging them to remain associated with the Corporation and furnishing them with additional incentive in their efforts on behalf of the Corporation in the conduct of its affairs.

2. Administration

The Plan shall be administered by the Board of Directors of the Corporation or by a special committee of the directors appointed from time to time by the Board of Directors of the Corporation pursuant to rules of procedure fixed by the Board of Directors (such committee or, if no such committee is appointed, the Board of Directors of the Corporation, is hereinafter referred to as the "**Board**"). A majority of the Board shall constitute a quorum, and the acts of a majority of the directors present at any meeting at which a quorum is present, or acts unanimously approved in writing, shall be the acts of the directors.

Subject to the provisions of the Plan, the Board shall have authority to construe and interpret the Plan and all option agreements entered into thereunder, to define the terms used in the Plan and in all option agreements entered into thereunder, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all participants in the Plan and on their legal personal representatives and beneficiaries.

Each option granted hereunder may be evidenced by an agreement in writing, signed on behalf of the Corporation and by the optionee, in such form as the Board shall approve. Each such agreement shall recite that it is subject to the provisions of this Plan.

3. Stock Exchange Rules

All options granted pursuant to this Plan shall be subject to rules and policies of any stock exchange or exchanges on which the common shares of the Corporation are then listed and any other regulatory body having jurisdiction hereinafter (hereinafter collectively referred to as, the "**Exchange**").

4. Shares Subject to Plan

Subject to adjustment as provided in Section 15 hereof, the Shares to be offered under the Plan shall consist of common shares of the Corporation's authorized but unissued common shares. The aggregate number of Shares issuable upon the exercise of all options granted under the Plan shall not exceed 10% of the issued and outstanding common shares of the Corporation from time to time. If any option granted hereunder shall expire or terminate for any reason in accordance with the terms of the Plan without being exercised, the unpurchased Shares subject thereto shall again be available for the purpose of this Plan.

However, other than in connection with a "Qualifying Transaction" (as defined in Policy 2.4 of the Exchange) or otherwise accepted by the TSX Venture Exchange, during the time that the Corporation is a "Capital Pool Company" (as defined in Policy 2.4 of the Exchange), the aggregate number of Shares issuable upon the exercise of all options granted under the Plan shall not exceed 10% of the common shares of the Corporation issued and outstanding at the closing of the Corporation's initial public offering.

5. Maintenance of Sufficient Capital

The Corporation shall at all times during the term of the Plan reserve and keep available such numbers of Shares as will be sufficient to satisfy the requirements of the Plan.

6. Eligibility and Participation

Directors, officers, consultants, and employees of the Corporation or its subsidiaries, and employees of a person or company which provides management services to the Corporation or its subsidiaries ("**Management Company Employees**") shall be eligible for selection to participate in the Plan (such persons hereinafter collectively referred to as "**Participants**"). Subject to compliance with applicable requirements of the Exchange, Participants may elect to hold options granted to them in an incorporated entity wholly owned by them and such entity shall be bound by the Plan in the same manner as if the options were held by the Participant.

Subject to the terms hereof, the Board shall determine to whom options shall be granted, the terms and provisions of the respective option agreements, the time or times at which such options shall be granted and vested, and the number of Shares to be subject to each option. In the case of employees or consultants of the Corporation or Management Company Employees, the option agreements to which they are party must contain a representation of the Corporation that such employee, consultant or Management Company Employee, as the case may be, is a bona fide employee, consultant or Management Company Employee of the Corporation or its subsidiaries.

A Participant who has been granted an option may, if such Participant is otherwise eligible, and if permitted under the policies of the Exchange, be granted an additional option or options if the Board shall so determine.

7. Exercise Price

(a) The exercise price of the Shares subject to each option shall be determined by the Board, subject to applicable Exchange approval, at the time any option is granted. In no event shall such exercise price be lower than the exercise price permitted by the Exchange.

(b) Once the exercise price has been determined by the Board, accepted by the Exchange and the option has been granted, the exercise price of an option may only be reduced if at least 6 months have elapsed since the later of the date of the commencement of the term, the date the Corporation's shares commenced trading or the date the exercise price was reduced. In the case of options held by insiders of the Corporation (as defined in the policies of the Exchange), the exercise price of an option may be reduced only if disinterested shareholder approval is obtained.

8. Number of Optioned Shares

(a) The number of Shares subject to an option granted to any one Participant shall be determined by the Board, but no one Participant shall be granted an option which exceeds the maximum number permitted by the Exchange.

(b) No single Participant may be granted options to purchase a number of Shares equaling more than 5% of the issued common shares of the Corporation in any twelve-month period unless the Corporation has obtained disinterested shareholder approval in respect of such grant and meets applicable Exchange requirements.

(c) Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued common shares of the Corporation in any twelve-month period to any one consultant of the Corporation (or any of its subsidiaries).

(d) Options shall not be granted if the exercise thereof would result in the issuance of more than 2% of the issued common shares of the Corporation in any twelve month period to persons employed to provide investor relation activities. Options granted to Consultants performing investor relations activities will contain vesting provisions such that vesting occurs over at least 12 months with no more than ¼ of the options vesting in any 3 month period.

9. Duration of Option

Each option and all rights thereunder shall be expressed to expire on the date set out in the option agreement and shall be subject to earlier termination as provided in Sections 11 and 12, provided that in no circumstances shall the duration of an option exceed the maximum term permitted by the Exchange, being 10 years for the TSX Venture Exchange.

10. Option Period, Consideration and Payment

(a) The option period shall be a period of time fixed by the Board not to exceed the maximum term permitted by the Exchange, provided that the option period shall be reduced with respect to any option as provided in Sections 11 and 12 covering cessation as a director, officer, consultant, employee or Management Company Employee of the Corporation or its subsidiaries, or death of the Participant.

(b) Subject to any vesting restrictions imposed by the Exchange, the Board may, in its sole discretion, determine the time during which options shall vest and the method of vesting, or that no vesting restriction shall exist.

(c) Subject to any vesting restrictions imposed by the Board, options may be exercised in whole or in part at any time and from time to time during the option period. To the extent required by the Exchange, no options may be exercised under this Plan until this Plan has been approved by a resolution duly passed by the shareholders of the Corporation.

(d) Except as set forth in Sections 11 and 12, no option may be exercised unless the Participant is at the time of such exercise a director, officer, consultant, or employee of the Corporation or any of its subsidiaries, or a Management Company Employee of the Corporation or any of its subsidiaries.

(e) The exercise of any option will be contingent upon receipt by the Corporation at its head office of a written notice of exercise, specifying the number of Shares with respect to which the option is being exercised, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such Shares with respect to which the option is exercised. No Participant or his legal representatives, legatees or distributees will be, or will be deemed to be, a holder of any common shares of the Corporation unless and until the certificates for Shares issuable pursuant to options under the Plan are issued to him or them under the terms of the Plan.

11. Ceasing To Be a Director, Officer, Consultant or Employee

(a) Subject to subsection (b), if a Participant shall cease to be a director, officer, consultant, employee of the Corporation, or its subsidiaries, or ceases to be a Management Company Employee, for any reason (other than death), such Participant may exercise his option to the extent that the Participant was entitled to exercise it at the date of such cessation, provided that such exercise must occur within 90 days after the Participant ceases to be a director, officer, consultant, employee or a Management Company Employee, unless such Participant was engaged in investor relations activities, in which case such exercise must occur within 30 days after the cessation of the Participant's services to the Corporation.

(b) If the Participant does not continue to be a director, officer, consultant, employee of the Resulting Issuer upon completion of the Corporation's Qualifying Transaction (as such terms are defined in the policies of the Exchange), the options granted hereunder must be exercised by the Participant within the later of 12 months after completion of the Qualifying Transaction and 90 days after the Participant ceases to become a director, officer, consultant or employee of the Resulting Issuer.

(c) Nothing contained in the Plan, nor in any option granted pursuant to the Plan, shall as such confer upon any Participant any right with respect to continuance as a director, officer, consultant, employee or Management Company Employee of the Corporation or of any of its subsidiaries or affiliates.

12. Death of Participant

Notwithstanding section 11, in the event of the death of a Participant, the option previously granted to him shall be exercisable only within the one (1) year after such death and then only:

(a) by the person or persons to whom the Participant's rights under the option shall pass by the Participant's will or the laws of descent and distribution; and

(b) if and to the extent that such Participant was entitled to exercise the Option at the date of his death.

13. Rights of Optionee

No person entitled to exercise any option granted under the Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such option until certificates representing such Shares shall have been issued and delivered.

14. Proceeds from Sale of Shares

The proceeds from the sale of Shares issued upon the exercise of options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine.

15. Adjustments

If the outstanding common shares of the Corporation are increased, decreased, changed into or exchanged for a different number or kind of shares or securities of the Corporation or another corporation or entity through re-organization, merger, re-capitalization, re-classification, stock dividend, subdivision or consolidation, any adjustments relating to the Shares optioned or issued on exercise of options and the exercise price per Share as set forth in the respective stock option agreements shall be made in accordance to the terms of such agreements.

Adjustments under this Section shall be made by the Board whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Share shall be required to be issued under the Plan on any such adjustment.

16. Transferability

All benefits, rights and options accruing to any Participant in accordance with the terms and conditions of the Plan shall not be transferable or assignable unless specifically provided herein or the extent, if any, permitted by the Exchange. During the lifetime of a Participant any benefits, rights and options may only be exercised by the Participant.

17. Amendment and Termination of Plan

Subject to the policies, rules and regulations of any lawful authority having jurisdiction (including any exchange on which the Common Shares are listed for trading), the Board may at any time, without further action by the shareholders, amend the Plan or any option granted hereunder in such respects as it may consider advisable and, without limiting the generality of the foregoing, it may do so to ensure that options granted hereunder will comply with any provisions respecting stock options in the income tax or other laws in force in any country or jurisdiction of which a person to whom an option has been granted may from time to time be resident or citizen or the Board may at any time, without action by shareholders, terminate the Plan. The Board may not, however, without the consent of the option holder, alter or impair any of the rights or obligations under any option theretofore granted.

18. Necessary Approvals

The ability of a Participant to exercise options and the obligation of the Corporation to issue and deliver Shares in accordance with the Plan is subject to any approvals which may be required from shareholders of the Corporation and any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation. If any Shares cannot be issued to any Participant for whatever reason, the obligation of the Corporation to issue such Shares shall terminate and any option exercise price paid to the Corporation will be returned to the Participant.

19. Effective Date of Plan

The Plan has been adopted by the Board of the Corporation subject to the approval of the Exchange and, if so approved, subject to the discretion of the Board, the Plan shall become effective upon such approvals being obtained.

20. Interpretation

The Plan will be governed by and construed in accordance with the laws of the Province of Alberta.

Schedule “E”
SECTION 191 OF THE ABCA

Shareholder's right to dissent

191 (1) Subject to sections 192 and 242, a holder of shares of any class of a corporation may dissent if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue or transfer of shares of that class,

(b) amend its articles under section 173 to add, change or remove any restrictions on the business or businesses that the corporation may carry on,

(b.1) amend its articles under section 173 to add or remove an express statement establishing the unlimited liability of shareholders as set out in section 15.2(1),

(c) amalgamate with another corporation, otherwise than under section 184 or 187,

(d) be continued under the laws of another jurisdiction under section 189, or

(e) sell, lease or exchange all or substantially all its property under section 190.

(2) A holder of shares of any class or series of shares entitled to vote under section 176, other than section 176(1)(a), may dissent if the corporation resolves to amend its articles in a manner described in that section.

(3) In addition to any other right the shareholder may have, but subject to subsection (20), a shareholder entitled to dissent under this section and who complies with this section is entitled to be paid by the corporation the fair value of the shares held by the shareholder in respect of which the shareholder dissents, determined as of the close of business on the last business day before the day on which the resolution from which the shareholder dissents was adopted.

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held by the shareholder or on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

(5) A dissenting shareholder shall send to the corporation a written objection to a resolution referred to in subsection (1) or (2)

(a) at or before any meeting of shareholders at which the resolution is to be voted on, or

(b) if the corporation did not send notice to the shareholder of the purpose of the meeting or of the shareholder's right to dissent, within a reasonable time after the shareholder learns that the resolution was adopted and of the shareholder's right to dissent.

(6) An application may be made to the Court after the adoption of a resolution referred to in subsection (1) or (2),

(a) by the corporation, or

(b) by a shareholder if the shareholder has sent an objection to the corporation under subsection (5),

to fix the fair value in accordance with subsection (3) of the shares of a shareholder who dissents under this section, or to fix the time at which a shareholder of an unlimited liability corporation who dissents under this section ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(7) If an application is made under subsection (6), the corporation shall, unless the Court otherwise orders, send to each dissenting shareholder a written offer to pay the shareholder an amount considered by the directors to be the fair value of the shares.

(8) Unless the Court otherwise orders, an offer referred to in subsection (7) shall be sent to each dissenting shareholder

(a) at least 10 days before the date on which the application is returnable, if the corporation is the applicant, or

(b) within 10 days after the corporation is served with a copy of the application, if a shareholder is the applicant.

(9) Every offer made under subsection (7) shall

(a) be made on the same terms, and

(b) contain or be accompanied with a statement showing how the fair value was determined.

(10) A dissenting shareholder may make an agreement with the corporation for the purchase of the shareholder's shares by the corporation, in the amount of the corporation's offer under subsection (7) or otherwise, at any time before the Court pronounces an order fixing the fair value of the shares.

(11) A dissenting shareholder

(a) is not required to give security for costs in respect of an application under subsection (6), and

(b) except in special circumstances must not be required to pay the costs of the application or appraisal.

(12) In connection with an application under subsection (6), the Court may give directions for

(a) joining as parties all dissenting shareholders whose shares have not been purchased by the corporation and for the representation of dissenting shareholders who, in the opinion of the Court, are in need of representation,

(b) the trial of issues and interlocutory matters, including pleadings and questioning under Part 5 of the Alberta Rules of Court,

(c) the payment to the shareholder of all or part of the sum offered by the corporation for the shares,

(d) the deposit of the share certificates with the Court or with the corporation or its transfer agent,

(e) the appointment and payment of independent appraisers, and the procedures to be followed by them,

(f) the service of documents, and

(g) the burden of proof on the parties.

(13) On an application under subsection (6), the Court shall make an order

(a) fixing the fair value of the shares in accordance with subsection (3) of all dissenting shareholders who are parties to the application,

(b) giving judgment in that amount against the corporation and in favour of each of those dissenting shareholders,

(c) fixing the time within which the corporation must pay that amount to a shareholder, and

(d) fixing the time at which a dissenting shareholder of an unlimited liability corporation ceases to become liable for any new liability, act or default of the unlimited liability corporation.

(14) On

(a) the action approved by the resolution from which the shareholder dissents becoming effective,

(b) the making of an agreement under subsection (10) between the corporation and the dissenting shareholder as to the payment to be made by the corporation for the shareholder's shares, whether by the acceptance of the corporation's offer under subsection (7) or otherwise, or

(c) the pronouncement of an order under subsection (13),

whichever first occurs, the shareholder ceases to have any rights as a shareholder other than the right to be paid the fair value of the shareholder's shares in the amount agreed to between the corporation and the shareholder or in the amount of the judgment, as the case may be.

(15) Subsection (14)(a) does not apply to a shareholder referred to in subsection (5)(b).

(16) Until one of the events mentioned in subsection (14) occurs,

(a) the shareholder may withdraw the shareholder's dissent, or

(b) the corporation may rescind the resolution,

and in either event proceedings under this section shall be discontinued.

(17) The Court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder, from the date on which the shareholder ceases to have any rights as a shareholder by reason of subsection (14) until the date of payment.

(18) If subsection (20) applies, the corporation shall, within 10 days after

(a) the pronouncement of an order under subsection (13), or

(b) the making of an agreement between the shareholder and the corporation as to the payment to be made for the shareholder's shares,

notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

(19) Notwithstanding that a judgment has been given in favour of a dissenting shareholder under subsection (13)(b), if subsection (20) applies, the dissenting shareholder, by written notice delivered to the corporation within 30 days after receiving the notice under subsection (18), may withdraw the shareholder's notice of objection, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to the shareholder's full rights as a shareholder, failing which the shareholder retains a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

(20) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due, or

(b) the realizable value of the corporation's assets would by reason of the payment be less than the aggregate of its liabilities.

Schedule “F”
NEW RESULTING ISSUER PLAN

MINDFULL CORP.

STOCK OPTION PLAN

(●, 2019)

1. PURPOSE

The purpose of this stock option plan (the "**Plan**") is to authorize the grant to Eligible Persons (as such term is defined below) of Mindfull Corp. (the "**Corporation**") of options to purchase common shares ("**shares**") of the Corporation's capital and thus benefit the Corporation by enabling it to attract, retain and motivate Eligible Persons by providing them with the opportunity, through share options, to acquire an increased proprietary interest in the Corporation.

2. DEFINITIONS

(a) "**Acceleration Event**" means

(i) the acquisition by any "offeror" (as defined in the *Securities Act* (Ontario)) of beneficial ownership of more than 50% of the outstanding voting securities of the Corporation, by means of a take-over bid or otherwise;

(ii) any consolidation, reorganization, merger, amalgamation or statutory amalgamation or arrangement of the Corporation with or into another corporation, a separation of the business of the Corporation into two or more entities, or pursuant to which shares of the Corporation would be converted into cash, securities or other property, other than a merger of the Corporation in which shareholders immediately prior to the merger have the same proportionate ownership of stock of the surviving corporation immediately after the merger;

(iii) any sale, lease, exchange or other transfer (in one transaction or a series of related transactions) of all or substantially all of the assets of the Corporation;

(iv) the approval by the shareholders of the Corporation of any plan of liquidation or dissolution of the Corporation; or

(v) the replacement by way of election or appointment at any time of one-half or more of the total number of the then incumbent members of the Board of Directors of the Corporation, unless such election or appointment is approved by 50% or more of the Board of Directors in office immediately preceding such election or appointment in circumstances where such election or appointment is to be made other than as a result of a dissident public proxy solicitation, whether actual or threatened;

(b) "**Blackout Period**" has the meaning ascribed thereto in Section 8;

(c) "**Board**" means the board of directors of the Corporation, or any committee of the board of directors to which the duties of the board of directors hereunder are delegated;

(d) "**Company**" means a corporation, incorporated association or organization, body corporate, partnership, trust, association or other entity other than an individual;

(e) "**Consultant**" means an individual (other a director, executive officer, Employee or Management Company Employee of the Corporation) or Company that:

(i) is engaged to provide on an ongoing bona fide basis, consulting, technical, management or other services to the Corporation or an Affiliate (as defined under applicable securities laws) of the Corporation, other than services provided in relation to a Distribution (as defined under applicable securities laws);

(ii) provides the services under a written contract between the Corporation or the Affiliate and the individual or the Company, as the case may be;

(iii) in the reasonable opinion of the Corporation, spends or will spend a significant amount of time and attention on the affairs and business of the Corporation or an Affiliate of the Corporation;

(iv) has a relationship with the Corporation or an Affiliate of the Corporation that enables the individual to be knowledgeable about the business and affairs of the Corporation; and

(v) does not engage in Investor Relations Activities;

(f) "**Corporation**" means Mindfull Corp., and includes any successor corporation thereto;

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

(h) "**disability**" means, for an individual, if such individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, however, an individual shall not be considered to be permanently and totally disabled unless such individual furnishes proof of the existence thereof in such form and manner, and at such times, as the Corporation may require;

(i) "**Eligible Person**" means any executive officer or director, Employee, Management Company Employee, Consultant, Investor Relations Person of the Corporation or its subsidiaries;

(j) "**Employee**" means:

(i) an individual who is considered an employee of the Corporation or its subsidiaries under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for the Corporation or its subsidiaries providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or its subsidiaries over the details and methods of work as an employee of the Corporation or its subsidiaries, but for whom income tax deductions are not made at source, or

(iii) an individual who works for the Corporation or its subsidiaries on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Corporation or any of its subsidiaries over the details and methods of work as an employee of the Corporation or its subsidiaries, but for whom income tax deductions are not made at source;

(k) "**Exchanged Share**" means a security that is exchanged for a share in an Acceleration Event;

(l) "**Exchanged Share Price**" means the product of the share to Exchanged Share ratio multiplied by the five day volume weighted average price of the Exchanged Shares on an exchange for the period ending one day prior to the effective time of the Acceleration Event, or, in the case of Exchanged

Shares that are not listed or quoted for trading, the fair value of those Exchanged Shares, as determined by the Board, in its sole discretion, as of the day immediately preceding the effective time of the Acceleration Event;

(m) "**Exercise Price**" has the meaning ascribed thereto in Section 7;

(n) "**In-The-Money Amount**" means: (a) in the case of an Acceleration Event in which the holders of shares will receive only cash consideration, the difference between the exercise price of an option and the cash consideration paid per share pursuant to that Acceleration Event; (b) in the case of an Acceleration Event in which the holders of shares will receive Exchanged Shares, the difference between the exercise price of an option and the Exchanged Share Price; or (c) in the case of an Acceleration Event in which the holders of shares will receive cash consideration and Exchanged Shares per share, the difference between the exercise price of an option and the sum of the cash consideration paid per share plus the Exchanged Share Price;

(o) "**Incentive Stock Option**" means a stock option granted to a U.S. Participant that qualifies as an "incentive stock option" under Section 422 of the IRS Code;

(p) "**Investor Relations Activities**" means activities or oral or written communications, by or on behalf of the Corporation or a shareholder of the Corporation, that promote or reasonably could be expected to promote the purchase or sale of securities of the Corporation, but does not include:

(i) the dissemination of information provided, or records prepared, in the ordinary course of business of the Corporation:

(1) to promote the sale of products or services of the Corporation, or

(2) to raise public awareness of the Corporation,

that cannot reasonably be considered to promote the purchase or sale of securities of the Corporation;

(ii) activities or communications necessary to comply with the requirements of

(1) applicable securities laws, policies or regulations,

(2) the rules, and regulations of the stock exchange on which the Corporation's securities are listed or the by-laws, rules or other regulatory instruments of any other self regulatory body or exchange having jurisdiction over the Corporation;

(iii) communications by a publisher of, or writer for, a newspaper, magazine or business or financial publication, that is of general and regular paid circulation, distributed only to subscribers to it for value or to purchasers of it, if

(1) the communication is only through the newspaper, magazine or publication, and

(2) the publisher or writer received no commission or other consideration other than for acting in the capacity of publisher or writer; or

(iv) activities or communications that may be otherwise specified by the stock exchange on which the Corporation's securities are listed;

(q) "**Investor Relations Person**" means a Person retained to provide Investor Relations Activities (as defined in CSE policies) and any director or officer whose roles and duties primarily consist of Investor Relations Activities;

(r) "**IRS Code**" means the United States Internal Revenue Code of 1986, as amended and the regulations and other guidance issued thereunder;

(s) "**Management Company Employee**" means an individual employed by a Person providing management services to the Corporation or its subsidiaries, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;

(t) "**Non-Qualified Stock Option**" means an option granted to a U.S. Participant that is not an Incentive Stock Option;

(u) "**optioned shares**" has the meaning ascribed thereto in Section 9;

(v) "**Person**" means a Company or individual;

(w) "**Plan**" has the meaning ascribed thereto in Section 1;

(x) "**related person**" means:

(i) a director or executive officer of the Corporation or its subsidiaries;

(ii) an associate (as defined under applicable securities laws) of a director or executive officer of the Corporation or its subsidiaries; or

(iii) a permitted assign (as defined under applicable securities laws) of a director or executive officer of the Corporation or its subsidiaries;

(y) "**shares**" has the meaning ascribed thereto in Section 1;

(z) "**Significant Shareholder**" means a U.S. Participant who owns more than 10% of the combined voting power of all classes of stock of the Corporation (or of any subsidiary or parent corporation);

(aa) "**subsidiary**" means a corporation which is a subsidiary of the Corporation, as defined under the *Securities Act* (Ontario);

(bb) "**TSXV**" means the TSX Venture Exchange; and

(cc) "**U.S. Participant**" means an Eligible Person who is granted an option and who is subject to federal income tax in the United States of America pursuant to the IRS Code and any relevant tax convention.

For the purposes of the forgoing, a Company is an "**Affiliate**" of another Company if: (i) one of them is the subsidiary of the other; or (ii) each of them is controlled by the same Person.

3. ADMINISTRATION

The Plan shall be administered by the Board or a committee established by the Board for that purpose. Subject to approval of the granting of options by the Board, the Corporation shall grant options under the Plan.

Subject to the provisions of the Plan, the Board shall have authority to construe and interpret the Plan and all option agreements entered into thereunder, to define the terms used in the Plan and in all option agreements entered into thereunder, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations necessary or advisable for the administration of the Plan. All determinations and interpretations made by the Board shall be binding and conclusive on all participants in the Plan and on their legal personal representatives and beneficiaries.

4. SHARES SUBJECT TO PLAN

Subject to adjustment under the provisions of Section 15 hereof, the aggregate number of shares of the Corporation which may be available for issuance under the Plan will not exceed such number of shares as is equal to 10% of the total number of shares of the Corporation issued and outstanding from time to time. The total number of shares which may be issued or reserved for issuance to any one Person (and Companies wholly owned by that Person) under the Plan within any 12 month period shall not exceed 5% of the issued and outstanding shares of the Corporation, calculated on the date an option is granted to such individual (unless the Corporation has obtained the requisite approval from disinterested shareholders). Of the shares available for issuance under the Plan, up to 4,000,000 shares may be granted to U.S. Participants under Incentive Stock Options.

If any option, other than an Incentive Stock Option, expires or otherwise terminates for any reason without having been exercised in full, the number of shares in respect of which the option was not exercised shall be available for the purposes of the Plan. Any exercises of options, other than Incentive Stock Options, will make new grants available under the Plan, effectively resulting in a re-loading of the number of options available for grant under the Plan.

The Corporation shall not, upon the exercise of any option, be required to issue or deliver any shares prior to, as applicable, (a) the admission of such shares to listing on any stock exchange on which the Corporation's shares may then be listed, and (b) the completion of such registration or other qualification of such shares under any law, rules or regulation as the Corporation shall determine to be necessary or advisable. If any shares cannot be issued to any optionee for whatever reason, the obligation of the Corporation to issue such shares shall terminate and any option exercise price paid to the Corporation shall be returned to the optionee.

5. ELIGIBILITY

Options shall be granted only to Eligible Persons, any registered savings plan established by an Eligible Person or any Company wholly-owned by an Eligible Person.

For options granted to Employees, Consultants, Management Company Employees or Investor Relations Persons, the Corporation must represent that the optionee is a *bona fide* Employee, Consultant, Management Company Employee or Investor Relations Person as the case may be. Subject to the foregoing, the Board shall have full and final authority to determine the persons who are to be granted options under the Plan and the number of shares subject to each option.

Incentive Stock Options shall be granted only to U.S. Participants who are Employees.

6. LIMITS WITH RESPECT TO CONSULTANTS AND INVESTOR RELATIONS PERSONS

(a) The maximum number of options which may be granted to any one Consultant under the Plan, together with any other of the Corporation's previously established and outstanding share based compensation plans or grants, within any 12 month period, must not exceed 2% of the issued and outstanding shares of the Corporation, calculated on the date an option is granted to such Consultant (on a non-diluted basis).

(b) The maximum number of options which may be granted to all Investor Relations Persons under the Plan, together with any other of the Corporation's previously established and outstanding share based compensation plans or grants, within any 12 month period, must not exceed, in the aggregate, 1% of the issued and outstanding shares of the Corporation, calculated on the date an option is granted to any such Investor Relations Person (on a non-diluted basis).

7. EXERCISE PRICE

The exercise price (the "**Exercise Price**") for the shares of the Corporation under each option shall be determined by the Board on the basis of the market price, where "market price" shall mean the prior trading day closing price of the shares of the Corporation on any stock exchange on which the shares are listed or last trading price on the prior trading day on any dealing network where the shares trade, and where there is no such closing price or trade on the prior trading day, "market price" shall mean the average of the daily high and low board lot trading prices of the shares of the Corporation on any stock exchange on which the shares are listed or dealing network on which the shares of the Corporation trade for the five (5) immediately preceding trading days. Notwithstanding the foregoing, in the event that shares are listed on the CSE, the exercise price shall not be lower than the greater of the closing of the market price of the shares on (a) the prior trading day, and (b) the date of grant of the options. In the event the shares are listed on the TSXV, the price may be the market price less any discounts from the market price allowed by the TSXV, subject to the minimum exercise price allowed by the TSXV. In the event the shares are not listed on any exchange and do not trade on any dealing network, the market price will be determined by the Board. The approval of disinterested shareholders will be required for any reduction in the Exercise Price of a previously granted option to a related person of the Corporation. In no event may: (i) the Exercise Price for an option granted to a U.S. Participant be less than the market price as of the date of grant or (ii) the Exercise Price of an Incentive Stock Option granted to a U.S. Participant who is a Significant Shareholder be less than 110% of the market price as of the date of grant.

8. TERM OF OPTIONS

Subject to the provisions of this Section 8 and Sections 10, 12 and 13 below, the period within which an option may be exercised shall be determined by the Board at the time of granting the options provided, however, that all options shall not be granted for a term exceeding five years from the date of the option grant. In no event may the term of an Incentive Stock Option granted to a U.S. Participant who is a Significant Shareholder exceed five years from the date of the option grant.

Notwithstanding the foregoing, in the event that the expiry date of an option falls within a trading blackout period imposed by the Corporation (a "**Blackout Period**"), and neither the Corporation nor the individual in possession of the options is subject to a cease trade order in respect of the Corporation's securities, then the expiry date of such option shall be automatically extended to the 10th business day following the end of the Blackout Period.

On the expiry date of any option granted under the Plan, and subject to any extension of such expiry date permitted in accordance with the Plan, such option hereby granted shall forthwith expire and terminate and be of no further force or effect whatsoever as to such of the optioned shares in respect of which the option has not been exercised.

9. EXERCISE OF OPTIONS

Subject to the provisions of the Plan and the particular option, an option may be exercised from time to time by delivering to the Corporation at its head office a written notice of exercise specifying the number of shares with respect to which the option is being exercised (the "**optioned shares**") and accompanied by payment in cash or certified cheque for the full amount of the purchase price of the shares then being purchased. Upon receipt of a certificate of an authorized officer directing the issue of shares purchased under the Plan, the transfer agent is authorized and directed to issue and countersign share certificates for the optioned shares in the name of such optionee or the optionee's legal personal representative or as may be directed in writing by the optionee's legal personal representative. Certificates for such optioned shares shall be issued and delivered to the optionee within a reasonable time following the receipt of such notice and payment. Except as provided in Sections 10, 12 and 13 below, no option which is held by a service provider may be exercised unless the optionee is then a service provider for the Corporation

10. VESTING RESTRICTIONS

Options issued under the Plan may vest and become exercisable at the discretion of the Board provided that if required by any stock exchange on which the shares of the Corporation trade: (i) any options granted at an Exercise Price calculated as an allowable discount to the applicable market price shall contain such vesting restrictions as may be required by such stock exchange; and (ii) any options granted to an Investor Relations Person must vest in stages over not less than 12 months with no more than one-quarter (1/4) of the aggregate number of options granted vesting in any single three month period.

The aggregate market price (determined as of the respective date or dates of grant) of the shares for which one or more Incentive Stock Options granted to any U.S. Participant may for the first time become exercisable during any one calendar year shall not exceed US$100,000.

11. EVIDENCE OF OPTIONS

Each option granted under the Plan shall be embodied in a written option agreement, substantially in the form attached hereto as Exhibit A, issued by the Corporation to the optionee which shall give effect to the provisions of the Plan.

12. CESSATION OF PROVISION OF SERVICES

Subject to Section 13 below, if any optionee ceases to be an Eligible Person of the Corporation for any reason, other than as a result of having been dismissed for cause or as a result of the optionee's death, such optionee shall have the right for a period of 90 days (or until the normal expiry date of the option rights of such optionee, if earlier) from the date of ceasing to be an Eligible Person to exercise the options of such optionee, to the extent they were exercisable on the date of ceasing to be an Eligible Person, subject to extension by the Board to a maximum of one year with approval from the stock exchange on which the shares of the Corporation trade where required. Upon the expiration of such 90-day (or one year) period all unexercised options of that optionee shall immediately become terminated and shall lapse notwithstanding the original term of option granted to such optionee under the Plan.

If an optionee ceases to be either an Eligible Person as a result of having been dismissed from any such position for cause, all unexercised options of that optionee under the Plan shall immediately become terminated and shall lapse, notwithstanding the original term of the option granted to such optionee under the Plan.

Notwithstanding the foregoing, if a U.S. Participant ceases to be an Employee, such U.S. Participant shall have three months from the date of ceasing to be an Employee (12 months in the case of death or disability), or until the normal expiry date of the Incentive Stock Option (if earlier) to exercise the Incentive Stock Option or it shall be treated as a Non-Qualified Stock Option.

If an optionee engaged in providing Investor Relations Activities to the Corporation ceases to be employed in providing such Investor Relations Activities, such optionee shall have the right for a period of 30 days (or until the normal expiry date of the option rights of such optionee, if earlier) from the date of ceasing to provide such Investor Relations Activities to exercise the options of such optionee under the Plan, to the extent they were exercisable on the date of ceasing to provide such Investor Relations Activities. Upon the expiration of such 30-day period all unexercised options of that optionee shall immediately become terminated and shall lapse notwithstanding the original term of the option granted to such optionee under the Plan.

13. DEATH OF OPTIONEE

In the event of the death of an optionee during the currency of the optionee's option, the option theretofore granted to the optionee shall vest and be exercisable within, but only within, the period of one year next succeeding the optionee's death (unless such period is extended by the Board with approval from the stock exchange on which the shares of the Corporation trade where required) or until the normal expiry date of the option rights of such optionee, if earlier.

14. NON-ASSIGNABILITY AND NON-TRANSFERABILITY OF OPTION

An option granted under the Plan shall be non-assignable and non-transferable by an optionee otherwise than by will or by the laws of descent and distribution, and such option shall be exercisable, during an optionee's lifetime, only by the optionee.

15. **ADJUSTMENTS IN SHARES SUBJECT TO PLAN**

The aggregate number and kind of shares available under the Plan shall be appropriately adjusted in the event of a reorganization, recapitalization, stock split, stock dividend, combination of shares, merger, consolidation, rights offering or any other change in the corporate structure or shares of the Corporation. The options granted under the Plan may contain such provisions as the Board may determine with respect to adjustments to be made in the number and kind of shares covered by such options and in the option price in the event of any such change. If there is a reduction in the exercise price of the options of a related person of the Corporation, the Corporation will be required to obtain approval from disinterested shareholders.

16. **NOTICE OF SALE OF ALL OR SUBSTANTIALLY ALL SHARES OR ASSETS**

If at any time when an option granted under this Plan remains unexercised with respect to any optioned shares:

(a) the Corporation seeks approval from its shareholders for a transaction which, if completed, would constitute an Acceleration Event; or

(b) a third party makes a bona fide formal offer or proposal to the Corporation or its shareholders which, if accepted, would constitute an Acceleration Event;

the Corporation shall notify the optionee in writing of such transaction, offer or proposal as soon as practicable and, provided that the Board has determined that no adjustment shall be made pursuant to Section 15 hereof, (i) the Board may permit the optionee to exercise the option granted under this Plan, as to all or any of the optioned shares in respect of which such option has not previously been exercised (regardless of any vesting restrictions), during the period specified in the notice (but in no event later than the expiry date of the option), so that the optionee may participate in such transaction, offer or proposal; and (ii) the Board may require the acceleration of the time for the exercise of the said option and of the time for the fulfilment of any conditions or restrictions on such exercise. For greater certainty, upon an Acceleration Event, optionees shall not be treated any more favourably than shareholders with respect to the consideration that the optionees may be entitled to receive for their shares.

Further, the Board, in its sole discretion, may authorize and implement any one or more of the following additional courses of action in the event of an Acceleration Event:

(a) terminating without any payment or other consideration, any options not exercised or surrendered by the effective time of the Acceleration Event;

(b) causing the Corporation to offer to acquire from each optionee his or her options for a cash payment equal to the In-The-Money Amount, and any options not so surrendered or exercised by the effective time of the Acceleration Event will be deemed to have expired; and

(c) an option granted under the Plan be exchanged for an option to acquire, for the same aggregate consideration, that number and type of securities as would be distributed to the optionee in respect of the shares issued to the optionee had he or she exercised the option prior to the effective time of the Acceleration Event, provided that any such replacement option must provide that it survives for a period of not less than one year from the effective time of the Acceleration Event, regardless of the continuing directorship, officership or employment of the optionee.

For greater certainty, and notwithstanding anything else to the contrary contained in the Plan, the Board shall have the power, in its sole discretion, in any Acceleration Event which may or has occurred, to make such arrangements as it shall deem appropriate for the exercise of outstanding options including, without limitation, to modify the terms of the Plan and/or the options as contemplated above. If the Board exercises such power, the options shall be deemed to have been amended to permit the exercise thereof in whole or in part by the optionee at any time or from time to time as determined by the Board prior to or in conjunction with completion of the Acceleration Event.

17. EMPLOYMENT

Nothing contained in the Plan shall confer upon any optionee any right with respect to employment or continuance of employment with the Corporation or any subsidiary, or interfere in any way with the right of the Corporation, or any subsidiary, to terminate the optionee's employment at any time. Participation in the Plan by an optionee is voluntary.

18. NO SHAREHOLDER RIGHTS PRIOR TO EXERCISE

An optionee shall have no rights whatsoever as a shareholder in respect of any of the optioned shares (including any right to receive dividends or other distributions therefrom or thereon) other than in respect of optioned shares in respect of which the optionee shall have exercised the option to purchase hereunder and which the optionee shall have actually taken up and paid for.

19. TAX MATTERS

The Corporation shall have the power and the right to deduct or withhold, or require an optionee to remit to the Corporation, the required amount to satisfy federal, provincial and local taxes, domestic or foreign, required by law or regulation to be withheld with respect to any taxable event arising as a result of the Plan, including the grant or exercise of any option granted under the Plan. With respect to any required withholding, the Corporation shall have the irrevocable right to, and the optionee consents to, the Corporation setting off any amounts required to be withheld, in whole or in part, against amounts otherwise owing by the Corporation to the optionee (whether arising pursuant to the optionee's relationship as a director, officer, employee or consultant of the Corporation or otherwise), or may make such other arrangements that are satisfactory to the optionee and the Corporation. In addition, the Corporation may elect, in its sole discretion, to satisfy the withholding requirement, in whole or in part, by withholding such number of shares issuable upon exercise of the options as it determines are required to be sold by the Corporation, as trustee, to satisfy any withholding obligations net of selling costs. The optionee consents to such sale and grants to the Corporation an irrevocable power of attorney to effect the sale of such shares issuable upon exercise of the options and acknowledges and agrees that the Corporation does not accept responsibility for the price obtained on the sale of such shares issuable upon exercise of the options.

20. AMENDMENT AND TERMINATION OF THE PLAN

Subject to any requisite shareholder and regulatory approvals, the Board may at any time amend or terminate the Plan.

21. U.S. PARTICIPANTS

With respect to options granted to U.S. Participants, the Corporation intends to rely on Rule 701 of the Securities Act which exempts from registration under the Securities Act of 1933, as amended (the "**Securities Act**"), the grant of options to, and the exercise of options by, U.S. Participants. Rule 701 of the Securities Act does not exempt from registration the sale of optioned shares. As a result, the certificates for optioned shares to be issued to U.S. participants shall, if such optioned shares have not registered by the Corporation under the Securities Act, be issued with a restrictive legend stating as follows:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, TRANSFERRED OR OTHERWISE DISPOSED OF, DIRECTLY OR INDIRECTLY, UNLESS (i) THEY HAVE BEEN REGISTERED UNDER SUCH ACT AND ALL SUCH APPLICABLE LAWS OR (ii) AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE AND, IF REQUESTED, THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY AND ITS COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED."

22. EFFECTIVE DATE OF THE PLAN

The Plan becomes effective on the date of its approval by the shareholders of the Corporation.

23. GOVERNING LAW

This Plan shall be construed in accordance with and be governed by the laws of the Province of Ontario and shall be deemed to have been made in said Province, and shall be in accordance with all applicable securities laws.

EXHIBIT A

MINDFULL CORP.

OPTION AGREEMENT

Notice is hereby given that effective the _____ day of ______________________ (the "Effective Date"), Mindfull Corp. (the "Corporation") has granted to _____________________________, an option to acquire _______________ common shares ("Shares") exercisable up to 5:00 p.m. Toronto Time on the ___________ day of __________________________ (the "Expiry Date") at an exercise price of Cdn. $_______ per Share.

The Shares may be acquired as follows:

[Insert vesting terms]

The grant of the Option evidenced hereby is made subject to the terms and conditions of the Corporation's Stock Option Plan, the terms and conditions of which are hereby incorporated herein.

To exercise your Option, deliver a written notice specifying the number of Shares you wish to acquire, together with cash or a certified cheque payable to the Corporation for the aggregate exercise price, to the Corporation. A certificate for the Shares so acquired will be issued by the transfer agent as soon as practicable thereafter.

MINDFULL CORP.

____
Authorized Signatory

Schedule "G"
ARTICLES OF CONTINUANCE

For Ministry Use Only
À l'usage exclusif du ministère

Ontario Corporation Number
Numéro de la société en Ontario

Form 6
Business Corporations Act

Formule 6
Loi sur les sociétés par actions

ARTICLES OF CONTINUANCE
STATUTS DE MAINTIEN

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT) :

E N E R S P A R C O R P .

2. The corporation is to be continued under the name (if different from 1):
Nouvelle dénomination sociale de la société (si elle différente de celle inscrite ci-dessus) :

3. Name of jurisdiction the corporation is leaving: / Nom du territoire (province ou territoire, État ou pays) que quitte la société :

Alberta
Name of jurisdiction / Nom du territoire

4. Date of incorporation/amalgamation: / Date de la constitution ou de la fusion :

2011-06-27
Year, Month, Day / année, mois, jour

5. The address of the registered office is: / Adresse du siège social en :

283 Dalhousie Street, Suite 200
Street & Number or R.R. Number & if Multi-Office Building give Room No.
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Ottawa
Name of Municipality or Post Office / Nom de la municipalité ou du bureau de poste

ONTARIO K 1 N 7 E 5
Postal Code/Code postal

6. Number of directors is/are: / Nombre d'administrateurs :

Fixed number / Nombre fixe	OR minimum and maximum / OU minimum et maximum	
	3	9

7. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname / Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code / Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' / Résident canadien Oui/Non
James Richardson	22 Coulson Avenue, Toronto, Ontario, M4V 1Y5	Y
Donal Carroll	55 North Drive, Toronto, Ontario, M9A 4R1	Y
Peter Reg Andrews	1657 Terrasse Des Broussailles, Ottawa, Ontario K1C 5S7	Y
Peter David Bloch	56 Wembley Road, Toronto, Ontario, M6C 2G2	Y
John Arnold	184-30 Crawford Street, Campbellville, Ontario L0P 1B0	Y

8. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None

9. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Corporation is authorized to issue an unlimited number of Common shares and an unlimited number of Preferred shares.

10. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:
Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

See Pages 4A to 4E attached.

11. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

None.

12. Other provisions, (if any):
Autres dispositions s'il y a lieu :

Without in any way restricting the powers conferred upon the Corporation or its board of directors by the Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time, without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

(a) borrow money upon the credit of the Corporation;

(b) issue, re-issue, sell or pledge debt obligations of the Corporation;

(c) subject to the provisions of the Business Corporations Act, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and

(d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation owned or subsequently acquired, to secure any obligation of the Corporation.

The board of directors may from time to time delegate to a director, a committee of directors or an officer of the Corporation any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

13. The corporation has complied with subsection 180(3) of the *Business Corporations Act*.
La société s'est conformée au paragraphe 180(3) de la *Loi sur les sociétés par actions*.

14. The continuation of the corporation under the laws of the Province of Ontario has been properly authorized under the laws of the jurisdiction in which the corporation was incorporated/amalgamated or previously continued on
Le maintien de la société en vertu des lois de la province de l'Ontario a été dûment autorisé en vertu des lois de l'autorité législative sous le régime de laquelle la société a été constituée ou fusionnée ou antérieurement maintenue le

2019

Year, Month, Day
année, mois, jour

15. The corporation is to be continued under the *Business Corporations Act* to the same extent as if it had been incorporated thereunder.
Le maintien de la société en vertu de la *Loi sur les sociétés par actions* a le même effet que si la société avait été constituée en vertu de cette loi.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

ENERSPAR CORP.

Name of Corporation / Dénomination sociale de la société

By / Par

Signature / SIgnature

Print name of signatory / Nom du signataire en lettres moulées

Description of Office / Fonction

These articles **must** be signed by a director or officer of the corporation (e.g. president, secretary)
Ces statuts doivent être signés par un administrateur ou un dirigeant de la société (p. ex. : président, secrétaire).

The Corporation is authorized to issue an unlimited number of Common shares and an unlimited of Preferred shares, each subject to the rights, privileges, restrictions and conditions as set forth below:

(1) The Common shares shall be subject to the following rights, privileges, restrictions and conditions:

(a) The holders of Common shares shall be entitled to receive notice of, attend at and vote at all meetings of shareholders on the basis of one (1) vote for each Common share held;

(b) The holders of Common shares shall be entitled to receive dividends as and when declared by the Corporation; and

(c) Upon the liquidation or dissolution of the Corporation, the holders of Common shares shall, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Corporation, be entitled to share, pro rata, according to the number of Common shares held, in the remaining property of the Corporation.

(2) The Preferred shares shall be subject to the following rights, privileges, restrictions and conditions:

(a) The Redemption Price with respect to each Preferred share shall be fixed by the directors at the time of the first issuance of any such Preferred shares and shall equal the amount obtained when the difference, if positive, between:

(i) the fair market value, at the time of the first issuance of any Preferred shares, of all consideration received by the Corporation in connection with such issuance (whether or not, in connection with such issuance, the Corporation also issues or gives any non-share consideration in exchange for the consideration received) and

(ii) the fair market value of any non-share consideration issued by the Corporation for the consideration received,

is divided by the number of Preferred shares so issued. The Redemption Price may be adjusted in accordance with the provisions of any written agreement between the Corporation and the subscriber for any such Preferred shares;

(b) The holders of Preferred shares shall be entitled to receive and the Corporation shall pay thereon, as and if declared by the board of directors, out of the moneys of the Corporation properly applicable to the payment of dividends, non-cumulative dividends at a rate to be determined by the directors upon the first issuance of any such shares. In respect of the fiscal year of the Corporation in which a particular Preferred share is issued, such dividends in respect thereof shall accrue from the date of allotment of such Preferred share. The board of directors shall be entitled from time to time to declare part of the said non-cumulative dividend for any fiscal year, notwithstanding that such dividend for such fiscal year shall not be declared in full. If within three (3) months after the expiration of any fiscal year of the Corporation, the board of directors in its discretion shall not declare any dividend on the Preferred shares for such fiscal year, or shall only declare a part of the said non-cumulative dividend, then the rights of the holders of the Preferred shares to such dividend for such fiscal year shall, as to the undeclared part thereof, be forever extinguished. The holders of the Preferred shares shall not be entitled to any dividends other than or in excess of the non-cumulative dividends hereinbefore provided for;

(c) In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets or property of the Corporation among shareholders for the purpose of winding-up its affairs, the holders of Preferred shares shall be entitled to receive from the assets and property of the Corporation, a sum equivalent to the Redemption Price plus all declared but unpaid dividends thereon, in respect of each Preferred share held by them respectively, before any amount shall be paid or any property or assets of the Corporation distributed to the holders of any class of common shares or any other class or series of shares ranking junior to the Preferred shares. After payment to the holders of the Preferred shares of the amount so payable to them as hereinbefore provided for, they shall not be entitled to share any further in the distribution of the assets or property of the Corporation;

(d) Subject to the provisions of the *Business Corporations Act*, the Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be redeemed of the Redemption Price plus all declared but unpaid dividends thereon. In case a part only of the then outstanding Preferred shares is at any time to be redeemed, the Preferred shares so to be redeemed shall be selected from the outstanding Preferred shares held by each holder as nearly (disregarding fractions), as may be in proportion to his total holding of such shares;

(e) In the case of redemption of Preferred shares under the provisions of clause (d) hereof, the Corporation shall at least thirty (30) days before the date specified for redemption mail or deliver to each person who at the date of mailing or delivery is a holder of Preferred shares to be redeemed, a notice in writing of the intention of the Corporation to redeem such Preferred shares. In case of mailing, such notice shall be mailed by letter, postage prepaid, addressed to the holder at his address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing, then to the last known address of such holder. Such notice shall specify (i) the number of Preferred shares that the Corporation desires to redeem; (ii) the business day (the "**Redemption Date**") on which the Corporation desires to redeem the Preferred shares; (iii) the amount of all declared but unpaid dividends with respect to the Preferred shares to be redeemed; and (iv) the place or places of redemption;

On or after the Redemption Date, the Corporation shall pay or cause to be paid in respect of each Preferred share to be redeemed, to or to the order of the holders of the Preferred shares to be redeemed, the Redemption Price thereof plus all declared but unpaid dividends thereon, if any, on presentation and surrender at the head office of the Corporation or any other place designated in such notice of the certificates representing the Preferred shares called for redemption. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate are to be redeemed, a new certificate for the balance shall be issued at the expense of the Corporation. From and after the Redemption Date the holders of the Preferred shares called for redemption shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of shareholders in respect thereof unless payment of the Redemption Price plus all declared but unpaid dividends thereon shall not be made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders shall remain unaffected. The Corporation shall have the right at any time after the mailing of notice of its intention to redeem any Preferred shares to deposit the Redemption Price plus all declared but unpaid dividends thereon, if any, of the shares so called for redemption with respect to such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or any trust company in Canada named in such notice, to be paid without interest to or to the order of the respective holders of such Preferred shares called for redemption upon presentation and surrender to such bank or trust company of the certificates representing same. Upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred shares in respect whereof such deposit shall have been made shall be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, shall be limited to receiving, without interest, their proportionate part of the total Redemption Price plus all declared but unpaid dividends thereon, if any, so deposited against presentation and surrender of the said certificates held by them respectively;

(f) Subject to the provisions of the *Business Corporations Act*, the Corporation may purchase at any time the whole or from time to time any part of the then outstanding Preferred shares on payment for each share to be purchased of the Redemption Price thereof plus all declared but unpaid dividends thereon, if any. The provisions of clauses (d) and (e) above shall apply mutatis mutandis to any such purchase;

(g) A holder of Preferred shares shall, subject to the provisions of clause (h) below, be entitled by written notice given to the Corporation at its registered office in Ontario, to require the Corporation at the option of such holder, to either redeem or purchase all or any of the issued and outstanding Preferred shares held by such holder. The holder shall tender with such notice to the Corporation at its head office a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with a request in writing specifying (i) that the registered holder desires to have the Preferred shares represented by such certificate or certificates redeemed or purchased by the Corporation and, if part only of the Preferred shares represented by such certificate or certificates is to be redeemed or purchased, the number thereof to be so redeemed or purchased; and (ii) the business day (the "**Redemption Date**") on which the holder desires to have the Corporation redeem or purchase such Preferred shares;

Unless waived by the Corporation, the Redemption Date shall be not less than thirty (30) days after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Preferred shares which the registered holder desires to have the Corporation redeem or purchase together with such a request, the Corporation shall on the Redemption Date redeem such Preferred shares by paying to such registered holder the Redemption Price per Preferred share for each such share being redeemed or purchased plus all declared but unpaid dividends thereon. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers for the time being in Canada. If a part only of the shares represented by any certificate be redeemed or purchased a new certificate for the balance shall be issued at the expense of the Corporation. The said Preferred shares shall be redeemed or purchased on the Redemption Date and from and after the Redemption Date such shares shall cease to be entitled to dividends and the holder thereof shall not be entitled to exercise any of the rights of holders of Preferred shares in respect thereof unless payment of the Redemption Price per Preferred share plus all declared but unpaid dividends thereon is not made on the Redemption Date, in which event the rights of the holder of the said Preferred shares shall remain unaffected;

(h) In the event that a redemption or purchase by the Corporation of those Preferred shares specified in the written notice given to it by a holder of Preferred shares pursuant to the provisions of clause (g) above cannot be complied with without contravening a provision or provisions of the *Business Corporations Act* or some other applicable legislation, then the Corporation shall only redeem or purchase, as the case may be, such proportion (if any, and disregarding fractions) of the issued and outstanding Preferred shares held by each holder thereof as can be redeemed or purchased without causing such contravention and the Corporation shall redeem or purchase the balance of the outstanding Preferred shares in respect of which the Corporation has received notices for redemption or purchase on a pro rata basis, disregarding fractions, at such time or times as such redemption or purchase can be made without causing the Corporation to be in contravention of the *Business Corporations Act* or some other applicable legislation;

(i) If it is determined at any time subsequent to the date of issue of a Preferred share and prior to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the fair market value as at such date of the consideration received therefor (herein the "**Fair Market Value of the Consideration**"), then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be reduced by the amount required to eliminate such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then as and from such determination the Redemption Price shall be increased by the amount required to eliminate such excess or the Corporation shall forthwith issue that number of Preferred shares as may be required to eliminate such excess;

If it is determined at any time subsequent to the date of issue of a Preferred share and subsequent to its redemption or purchase by the Corporation, that the Redemption Price of that share exceeded or was exceeded by the Fair Market Value of the Consideration as at such date, then (i) if the Redemption Price exceeded the Fair Market Value of the Consideration, then the holder of that Preferred share shall forthwith pay to the Corporation an amount equal to such excess; and (ii) if the Redemption Price is exceeded by the Fair Market Value of the Consideration, then the Corporation shall forthwith pay to the holder of that Preferred share an amount equal to such excess or shall issue that number of Preferred shares as may be required to eliminate such excess;

(j) Subject to the provisions of the *Business Corporations Act*, the holders of Preferred shares shall not be entitled to receive notice of, attend at or vote at any meetings of shareholders;

(3) Notwithstanding anything herein expressed or implied to the contrary, no dividend shall be declared or paid on any common shares of the Corporation if such declaration or payment would cause the realizable value of the assets of the Corporation to be less than the aggregate of:

(a) Its liabilities;

(b) The stated capital of all issued and outstanding shares of the Corporation; and

(c) The amount the Corporation would be required to pay on a complete redemption or purchase of any issued and outstanding Preferred shares of the Corporation.

Schedule "H"
BY-LAW NO. 1

A by-law relating generally to
the conduct of the affairs of

ENERSPAR CORP.

CONTENTS

BE IT ENACTED AND IT IS HEREBY ENACTED as a by-law of Enerspar Corp. (the "**Corporation**") as follows:

SECTION ONE

INTERPRETATION

1.01 Definitions

In the by-laws of the Corporation, unless the context otherwise requires:

(1) "Act" means the Business Corporations Act, R.S.O. 1990 c. B.16 and the regulations under the Act, as from time to time amended, and every statute that may be substituted therefor and, in the case of such substitution, any reference in the by-laws of the Corporation to provisions of the Act shall be read as references to the substituted provisions therefor in the new statute or statutes;

(2) "appoint" includes "elect" and vice versa;

(3) "articles" means the articles of the Corporation as from time to time amended or restated;

(4) "board" means the board of directors of the Corporation;

(5) "by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

(6) "meeting of shareholders" includes an annual meeting of shareholders and a special meeting of shareholders; "special meeting of shareholders" includes a meeting of any class or classes of shareholders and a special meeting of all shareholders entitled to vote at an annual meeting of shareholders;

(7) "non-business day" means Saturday, Sunday and any other day that is a holiday as defined in the Interpretation Act (Ontario);

(8) "recorded address" means in the case of a shareholder his address as recorded in the securities register; and in the case of joint shareholders the address appearing in the securities register in respect of such joint holding or the first address so appearing if there is more than one; and in the case of a director, officer, auditor or member of a committee of the board his latest address as recorded in the records of the Corporation;

(9) "*Securities Transfer Act*" means the *Securities Transfer Act* (Ontario) 2006, c.8. as amended from time to time;

(10) "signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by paragraph 2.03 or by a resolution passed pursuant thereto;

(11) all terms contained in the by-laws that are not otherwise defined in the by-laws and which are defined in the Act, such as "resident Canadian", shall have the meanings given to such terms in the Act; and

(12) the singular shall include the plural and the plural shall include the singular; the masculine shall include the feminine and neuter genders; and the word "person" shall include individuals, bodies corporate, corporations, companies, partnerships, syndicates, trusts, unincorporated organizations and any number or aggregate of persons.

1.02 Conflict with Laws

In the event of any inconsistency between the by-laws and mandatory provisions of the Act or the *Securities Transfer Act*, the provisions of the Act or the *Securities Transfer Act*, as applicable, shall prevail.

SECTION TWO

BUSINESS OF THE CORPORATION

2.01 Corporate Seal

The Corporation may, but need not adopt a corporate seal and if one is adopted it shall be in such form as the directors may by resolution adopt from time to time.

2.02 Financial Year

The financial year of the Corporation shall be as determined by the board from time to time.

2.03 Execution of Instruments

Contracts, documents or instruments in writing requiring the signature of the Corporation may be signed on behalf of the Corporation by any officer or director and instruments in writing so signed shall be binding upon the Corporation without any further authorization or formality. The board shall have power from time to time by resolution to appoint any director or directors, any officer or officers or any other person or persons on behalf of the Corporation either to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing.

The seal of the Corporation, if any, may when required be affixed to contracts, documents and instruments in writing signed as set out above or by any officer or officers, person or persons, appointed as set out above by resolution of the board.

The term "contracts, documents or instruments in writing" as used in this by-law shall include deeds, mortgages, hypothecs, charges, conveyances, transfers and assignments of property, real or personal, movable or immovable, agreements, releases, receipts and discharges for the payment of money or other obligations, conveyances, transfers and assignments of shares, share warrants, stocks, bonds, debentures, notes or other securities and all paper writings.

The signature or signatures of the Chairman of the Board (if any), the Vice-Chairman of the Board, the President, any Executive Vice-President, or any Vice-President together with any one of the Secretary, the Treasurer, an Assistant Secretary, an Assistant Treasurer or any one of the foregoing officers together with any one director of the Corporation and/or any other officer or officers, person or persons, appointed as aforesaid by resolution of the board may, if specifically authorized by resolution of the directors, be printed, engraved, lithographed or otherwise mechanically or electronically reproduced upon any contracts, documents or instruments in writing or bonds, debentures, notes or other securities of the Corporation executed or issued by or on behalf of the Corporation and all contracts, documents or instruments in writing or bonds, debentures, notes or other securities of the Corporation on which the signature or signatures of any of the foregoing officers or directors or persons authorized as aforesaid shall be so reproduced pursuant to special authorization by resolution of the board, shall be deemed to have been manually signed by such officers or directors or persons whose signature or signatures is or are so reproduced and shall be as valid to all intents and purposes as if they had been signed manually and notwithstanding that the officers or directors or persons whose signature or signatures is or are so reproduced may have ceased to hold office at the date of the delivery or issue of such contracts, documents or instruments in writing or bonds, debentures, notes or other securities of the Corporation.

2.04 Banking Arrangements

The banking business of the Corporation, or any part thereof, including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the board may from time to time by resolution prescribe or authorize.

2.05 Custody of Securities

All shares and securities owned by the Corporation shall be lodged (in the name of the Corporation) with a chartered bank or a trust company or in a safety deposit box or, if so authorized by resolution of the board, with such other depositaries or in such other manner as may be determined from time to time by resolution of the board.

All share certificates, bonds, debentures, notes or other obligations or securities belonging to the Corporation may be issued or held in the name of a nominee or nominees of the Corporation (and if issued or held in the names of more than one nominee shall be held in the names of the nominees jointly with the right of survivorship) and shall be endorsed in blank with endorsement guaranteed in order to enable transfer to be completed and registration to be effected.

2.06 Voting Shares and Securities in other Companies

All of the shares or other securities carrying voting rights of any other body corporate held from time to time by the Corporation may be voted at any and all meetings of shareholders, bondholders, debenture holders or holders of other securities (as the case may be) of such other body corporate and in such manner and by such person or persons as the board shall from time to time by resolution determine. The proper signing officers of the Corporation may also from time to time execute and deliver for and on behalf of the Corporation proxies and/or arrange for the issuance of voting certificates and/or other evidence of the right to vote in such names as they may determine without the necessity of a resolution or other action by the board.

SECTION THREE

DIRECTORS

3.01 Number of Directors and Quorum

The number of directors of the Corporation shall be the number of directors as specified in the articles or, where a minimum and maximum number of directors is provided for in the articles, the number of directors of the Corporation shall be the number of directors determined from time to time by special resolution or, if a special resolution empowers the directors to determine the number, the number of directors determined by resolution of the board. Subject to the Act, the quorum for the transaction of business at any meeting of the board shall be a majority of the number of directors then in office and or such greater number of directors as the board may from time to time by resolution determine.

3.02 Qualification

No person shall be qualified for election as a director if disqualified in accordance with the Act (which would currently include: a person who is less than 18 years of age; a person who has been found under the *Substitute Decisions Act*, 1992 or under the *Mental Health Act* to be incapable of managing property or who has been found to be incapable by a court in Canada or elsewhere; a person who is not an individual; or a person who has the status of a bankrupt). A director need not be a shareholder. The board shall be comprised of the number of Canadian residents as may be prescribed from time to time by the Act (which is currently a minimum of 25%). At least one-third of the directors of the Corporation shall not be officers or employees of the Corporation or any of its affiliates.

3.03 Election and Term

The election of directors shall take place at the first meeting of shareholders and at each succeeding annual meeting of shareholders and all the directors then in office shall retire but, if qualified, shall be eligible for re-election. The number of directors to be elected at any such meeting shall be the number of directors as specified in the articles or, if a minimum and maximum number of directors is provided for in the articles, the number of directors determined by special resolution or, if the special resolution empowers the directors to determine the number, the number of directors determined by resolution of the board. The voting on the election shall be by show of hands unless a ballot is demanded by any shareholder. If an election of directors is not held at the proper time, the incumbent directors shall continue in office until their successors are elected.

3.04 Nomination of Directors

Subject only to the Act and the articles of the Corporation, only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation. Nominations of persons for election to the board may be made at any annual meeting of shareholders, or at any special meeting of shareholders if one of the purposes for which the special meeting was called was the election of directors, (a) by or at the direction of the board or an authorized officer of the Corporation, including pursuant to a notice of meeting, (b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the Act or a requisition of the shareholders made in accordance with the provisions of the Act or (c) by any person (a "**Nominating Shareholder**") (i) who, at the close of business on the date of the giving of the notice provided for below in this paragraph 3.04 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting and (ii) who complies with the notice procedures set forth below in this paragraph 11.01:

(a) In addition to any other applicable requirements, for a nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given timely notice thereof in proper written form to the secretary of the Corporation at the principal executive offices of the Corporation in accordance with this paragraph 3.04.

(b) To be timely, a Nominating Shareholder's notice to the secretary of the Corporation must be made (a) in the case of an annual meeting of shareholders, not less than thirty (30) days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is called for a date that is less than fifty (50) days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual meeting was made, notice by the Nominating Shareholder may be made not later than the close of business on the tenth (10th) day following the Notice Date; and (b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for the purpose of electing directors (whether or not called for other purposes), not later than the close of business on the fifteenth (15th) day following the day on which the first public announcement of the date of the special meeting of shareholders was made.

(c) To be in proper written form, a Nominating Shareholder's notice to the secretary of the Corporation must set forth (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director (i) the name, age, business address and residential address of the person, (ii) the principal occupation or employment of the person, (iii) the class or series and number of shares in the capital of the Corporation which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice, and (iv) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws (as defined below); and (b) as to the Nominating Shareholder giving the notice, any proxy, contract, arrangement, understanding or relationship pursuant to which such Nominating Shareholder has a right to vote any shares of the Corporation and any other information relating to such Nominating Shareholder that would be required to be made in a dissident's proxy circular in connection with solicitations of proxies for election of directors pursuant to the Act and Applicable Securities Laws. The Corporation may require any proposed nominee to furnish such other information as may be required under the Act, Applicable Securities Laws or the rules of any stock exchange on which the Corporation's securities are listed to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation.

(d) No person shall be eligible for election as a director of the Corporation unless nominated in accordance with the provisions of this paragraph 3.04; provided, however, that nothing in this paragraph 3.04 shall be deemed to preclude discussion by a shareholder (as distinct from nominating directors) at a meeting of shareholders of any matter in respect of which it would have been entitled to submit a proposal pursuant to the provisions of the Act. The chairperson of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the procedures set forth in the foregoing provisions and, if any proposed nomination is not in compliance with such foregoing provisions, to declare that such defective nomination shall be disregarded.

(e) For purposes of this paragraph 3.04, (i) "public announcement" shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Corporation under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com; and (ii) "Applicable Securities Laws" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission and similar regulatory authority of each province and territory of Canada.

(f) Notwithstanding any other provision of the by-laws of the Corporation, notice given to the secretary of the Corporation pursuant to this Section 3.04 may only be given by personal delivery, facsimile transmission or by email (at such email address as stipulated from time to time by the secretary of the Corporation for purposes of this notice), and shall be deemed to have been given and made only at the time it is served by personal delivery, email (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received) to the secretary at the address of the principal executive offices of the Corporation; provided that if such delivery or electronic communication is made on a day which is not a business day or later than 5:00 p.m. (Toronto time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.

(g) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this paragraph 3.04.

3.05 <u>Removal of Directors</u>

Subject to the provisions of the Act, the shareholders may by ordinary resolution passed at a meeting specially called for such purpose remove any director from office and the vacancy created by such removal may be filled at the same meeting failing which it may be filled by a quorum of the directors.

3.06 Vacation of Office

A director ceases to hold office when he dies or, subject to the Act, resigns; he is removed from office by the shareholders in accordance with the Act; he becomes of unsound mind and is so found by a court in Canada or elsewhere or if he acquires the status of a bankrupt.

3.07 Vacancies

Subject to the Act, a quorum of the board may fill a vacancy in the board, except a vacancy resulting from an increase in the number or maximum number of directors or from a failure of the shareholders to elect the number of directors required to be elected at any meeting of shareholders. In the absence of a quorum of the board, or if the vacancy has arisen from a failure of the shareholders to elect the number of directors required to be elected at any meeting of shareholders, the directors then in office shall forthwith call a special meeting of shareholders to fill the vacancy. If the directors then in office fail to call such meeting or if there are no directors then in office, any shareholder may call the meeting.

3.08 Action by the Board

The board shall manage or supervise the management of the business and affairs of the Corporation. Subject to paragraph 3.09, the powers of the board may be exercised at a meeting at which a quorum is present or by resolution in writing signed by all the directors entitled to vote on that resolution at a meeting of the board. Where there is a vacancy in the board, the remaining directors may exercise all the powers of the board so long as a quorum of the board remains in office.

3.09 Electronic Participation

Subject to the Act, if all of the directors consent, a director may participate in a meeting of the board or a committee of the board by means of such telephonic, electronic or other communications facilities as permit all persons participating in the meeting to communicate adequately with each other, and a director participating in a meeting by such means shall be deemed to be present at that meeting. A consent is effective whether given before or after the meeting and may be given with respect to all meetings of the board and committees of the board.

3.10 Place of Meetings

Meetings of the board may be held at any place within or outside Ontario. In any financial year of the Corporation a majority of the meetings of the board need not be held within Canada.

3.11 Calling of Meetings

Subject to the Act, meetings of the board shall be held from time to time on such day and at such time and at such place as the board, the Chairman of the Board (if any), the President, an Executive Vice-President or a Vice-President who is a director or any one director may determine and the Secretary or Assistant Secretary, when directed by the board, the Chairman of the Board (if any), the President, an Executive Vice-President or a Vice-President who is a director or any one director shall convene a meeting of the board.

3.12 Notice of Meeting

Notice of the date, time and place of each meeting of the board shall be given in the manner provided in paragraph 11.01 to each director not less than 48 hours (exclusive of any part of a non-business day) before the time when the meeting is to be held. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting except where the Act requires such purpose or business to be specified.

A director may in any manner waive notice of or otherwise consent to a meeting of the board.

3.13 First Meeting of New Board

Provided a quorum of directors is present, each newly elected board may without notice hold its first meeting immediately following the meeting of shareholders at which such board is elected.

3.14 Adjourned Meeting

Notice of an adjourned meeting of the board is not required if the time and place of the adjourned meeting is announced at the original meeting.

3.15 Regular Meetings

The board may appoint a day or days in any month or months for regular meetings of the board at a place and hour to be named. A copy of a schedule of regular meetings of the board setting forth the proposed dates, times and places of such regular meetings shall be sent to each director at the commencement of each calendar year, however, each director shall also be provided with a follow-up notice of meeting and agenda prior to each regularly scheduled meeting.

3.16 Chairman

The chairman of any meeting of the board shall be the first mentioned of such of the following officers as have been appointed and who is a director and is present at the meeting: the Chairman of the Board, the President, an Executive Vice-President or a Vice-President. If no such officer is present, the directors present shall choose one of their number to be chairman.

3.17 Votes to Govern

At all meetings of the board every question shall be decided by a majority of the votes cast on the question. In case of an equality of votes, the chairman of the meeting shall be entitled to a second or casting vote.

3.18 Conflict of Interest

A director or officer who is a party to, or who is a director or officer of or has a material interest in any person who is a party to, a material contract or transaction or proposed material contract or transaction with the Corporation shall disclose in writing to the Corporation or request to have entered in the minutes of the meetings of the directors the nature and extent of his interest at the time and in the manner provided by the Act. Any such contract or transaction or proposed contract or transaction shall be referred to the board or shareholders for approval even if such contract is one that in the ordinary course of the Corporation's business would not require approval by the board or shareholders, and a director interested in a contract or transaction so referred to the board shall not attend any part of a meeting of the board during which the contract or transaction is discussed and shall not vote on any resolution to approve the same except as permitted by the Act. If no quorum exists for the purpose of voting on a resolution to approve a contract or transaction only because a director is not permitted to be present at the meeting by reason of this section, the remaining directors shall be deemed to constitute a quorum for the purposes of voting on the resolution. Where all of the directors are required to disclose their interests pursuant to this section, the contract or transaction may be approved only by the shareholders.

3.19 Remuneration and Expenses

The directors shall be paid such remuneration for their services as the board may from time to time determine. The directors shall also be entitled to be reimbursed for traveling and other expenses properly incurred by them in attending meetings of the shareholders or of the board or any committee thereof or otherwise in the performance of their duties. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

SECTION FOUR

COMMITTEES

4.01 Committee of Directors

The board may appoint a committee of directors, however designated, and delegate to such committee any of the powers of the board except those which pertain to items which, under the Act, a committee of directors has no authority to exercise.

4.02 Transaction of Business

The powers of a committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of such committee may be held at any place within or outside Ontario.

4.03 Audit Committee

The board shall elect annually from among its number an audit committee to be composed of not fewer than three directors of whom a majority shall not be officers or employees of the Corporation or its affiliates. The audit committee shall have the powers and duties provided in the Act.

4.04 Advisory Committees

The board may from time to time appoint such other committees as it may deem advisable, but the functions of any such other committees shall be advisory only.

4.05Procedure

Unless otherwise determined by the board, each committee shall have power to fix its quorum at not less than a majority of its members, to elect its chairman and to regulate its procedure.

SECTION FIVE

OFFICERS

5.01 Appointment

The board may from time to time appoint a Chairman of the Board, a President, one or more Vice-Presidents (to which title may be added words indicating seniority or function), a Secretary, a Treasurer and such other officers as the board may determine, including one or more assistants to any of the officers so appointed. The board may specify the duties of and, in accordance with this by-law and subject to the provisions of the Act, delegate to such officers powers to manage the business and affairs of the Corporation. Subject to paragraph 5.02, an officer may but need not be a director and one person may hold more than one office. In case and whenever the same person holds the offices of Secretary and Treasurer, he may but need not be known as the Secretary-Treasurer. All officers shall sign such contracts, documents, or instruments in writing as require their respective signatures. In the case of the absence or inability to act of any officer or for any other reason that the board may deem sufficient, the board may delegate all or any of the powers of such officer to any other officer or to any director for the time being.

5.02 Chairman of the Board

The Chairman of the Board, if appointed, shall be a director and shall, when present, preside at all meetings of the board. Each committee of the board shall appoint a Chairman which shall be a member of the relevant committee of the board and shall, when present, preside at all meetings of committees of the board. The Chairman of the Board shall be vested with and may exercise such powers and shall perform such other duties as may from time to time be assigned to him by the board. In the case of the absence or inability to act of the Chairman of the Board, or for any other reason that the board may determine, the board may delegate all or any of the duties and powers of the Chairman of the Board to any officer or director of the Corporation for the time being.

5.03 President

The President shall, and unless and until the board designates any other officer of the Corporation to be the Chief Executive Officer of the Corporation, be the Chief Executive Officer and, subject to the authority of the board, shall have general supervision of the business and affairs of the Corporation and such other powers and duties as the board may specify.

5.04 Executive Vice-President or Vice-President

Each Executive Vice-President or Vice-President shall have such powers and duties as the board or the President may specify. The Executive Vice-President or Vice-President or, if more than one, the Executive Vice-President or Vice-President designated from time to time by the board or by the President, shall be vested with all the powers and shall perform all the duties of the President in the absence or inability or refusal to act of the President, provided, however, that an Executive Vice-President or a Vice-President who is not a director shall not preside as chairman at any meeting of the board.

5.05 Secretary or Assistant Secretary

The Secretary or Assistant Secretary shall give or cause to be given as and when instructed, all notices to shareholders, directors, officers, auditors and members of committees of the board; he shall be the custodian of the stamp or mechanical device generally used for affixing the corporate seal of the Corporation and all books, papers, records, documents and instruments belonging to the Corporation, except when some other officer or agent has been appointed for that purpose; and he shall have such other powers and duties as the board may specify.

5.06 Treasurer or Assistant Treasurer

The Treasurer or Assistant Treasurer shall keep proper accounting records in compliance with the Act and shall be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; he shall render to the board whenever required an account of all his transactions as Treasurer or Assistant Treasurer and of the financial position of the Corporation; and he shall have such other powers and duties as the board may specify. Unless and until the board designates any other officer of the Corporation to be the Chief Financial Officer of the Corporation, the Treasurer or Assistant Treasurer shall be the Chief Financial Officer of the Corporation.

5.07 Powers and Duties of Other Officers

The powers and duties of all other officers shall be such as the terms of their engagement call for or as the board may specify. Any of the powers and duties of an officer to whom an assistant has been appointed may be exercised and performed by such assistant, unless the board otherwise directs.

5.08 Variation of Powers and Duties

The board may from time to time and subject to the provisions of the Act, vary, add to or limit the powers and duties of any officer.

5.09 Term of Office

The board, in its discretion, may remove any officer of the Corporation, with or without cause, without prejudice to such officer's rights under any employment contract. Otherwise each officer appointed by the board shall hold office until his successor is appointed or until the earlier of his resignation or death.

5.10 Terms of Employment and Remuneration

The terms of employment and the remuneration of an officer appointed by the board shall be settled by it from time to time. The fact that any officer or employee is a director or shareholder of the Corporation shall not disqualify him from receiving such remuneration as may be so determined.

5.11 Conflict of Interest

An officer shall disclose his interest in any material contract or transaction or proposed material contract or transaction with the Corporation in accordance with paragraph 3.18.

5.12 Agents and Attorneys

The board shall have power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management or otherwise (including the powers to subdelegate) as may be thought fit.

SECTION SIX

PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

6.01 Submission of Contracts or Transactions to Shareholders for Approval

The board in its discretion may submit any contract, act or transaction for approval, ratification or confirmation at any meeting of the shareholders called for the purpose of considering the same and any contract, act or transaction that shall be approved, ratified or confirmed by a resolution passed by a majority of the votes cast at any such meeting (unless any different or additional requirement is imposed by the Act or by the Corporation's articles or any other by-law) shall be as valid and as binding upon the Corporation and upon all the shareholders as though it had been approved, ratified or confirmed by every shareholder of the Corporation.

6.02 For the Protection of Directors and Officers

In supplement of and not by way of limitation upon any rights conferred upon directors by the provisions of the Act, it is declared that no director shall be disqualified by his office from, or vacate his office by reason of, holding any office or place of profit under the Corporation or under any body corporate in which the Corporation shall be a shareholder or by reason of being otherwise in any way directly or indirectly interested or contracting with the Corporation either as vendor, purchaser or otherwise or being concerned in any contract or arrangement made or proposed to be entered into with the Corporation in which he is in any way directly or indirectly interested either as vendor, purchaser or otherwise nor shall any director be liable to account to the Corporation or any of its shareholders or creditors for any profit arising from any such office or place of profit; and, subject to the provisions of the Act, no contract or arrangement entered into by or on behalf of the Corporation in which any director shall be in any way directly or indirectly interested shall be avoided or voidable and no director shall be liable to account to the Corporation or any of its shareholders or creditors for any profit realized by or from any such contract or arrangement by reason of the fiduciary relationship existing or established thereby. Subject to the provisions of the Act and to paragraph 3.18, no director shall be obliged to make any declaration of interest or refrain from voting in respect of a contract or proposed contract with the Corporation in which such director is in any way directly or indirectly interested.

6.03 Limitation of Liability

Except as otherwise provided in the Act, no director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee or for joining in any receipt or act for conformity or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any persons, firm or corporation including any person, firm or corporation with whom or which any moneys, securities or effects shall be lodged or deposited for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets belonging to the Corporation or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his respective office or trust or in relation thereto unless the same shall happen by or through his failure to exercise the powers and to discharge the duties of his office honestly, in good faith and in the best interests of the Corporation and in connection therewith to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The directors for the time being of the Corporation shall not be under any duty or responsibility in respect of any contract, act or transaction whether or not made, done or entered into in the name or on behalf of the Corporation, except such as shall have been submitted to and authorized or approved by the board. If any director or officer of the Corporation shall be employed by or shall perform services for the Corporation otherwise than as a director or officer or shall be a member of a firm or a shareholder, director or officer of a company which is employed by or performs services for the Corporation, the fact of his being a director or officer of the Corporation shall not disentitle such director or officer or such firm or company, as the case may be, from receiving proper remuneration for such services.

6.04 Indemnity

(a) To the maximum extent permitted by law, the Corporation shall indemnify a director or officer of the Corporation, a former director or officer of the Corporation, or another individual who acts or acted at the Corporation's request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Corporation or other entity.

(b) The Corporation may not indemnify an individual under paragraph (a) unless the individual:

(i) acted honestly and in good faith with a view to the best interests of the Corporation or other entity for which the individual acted as a director or officer or in a similar capacity at the Corporation's request, as the case may be;

(ii) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, had reasonable grounds for believing that the individual's conduct was lawful; and

(iii) was not judged by a court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done.

(c) The Corporation shall also indemnify such person in such other circumstances as the Act permits or requires. The Corporation may advance monies to a director, officer or other individual for the costs, charges and expenses of a proceeding referred to above. The individual shall repay the monies if the individual does not fulfill the conditions set out in paragraphs (a) and (b) above. Nothing in this by-law shall limit the right of any individual entitled to indemnity to claim indemnity apart from the provisions of this by-law.

(d) The provisions for indemnification contained in the by-laws shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any agreement, vote of shareholders or directors or otherwise, both as to action in the individual's official capacity and as to action in another capacity, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and legal representatives of such person.

6.05 Insurance

The Corporation may purchase and maintain insurance for the benefit of any person referred to in paragraph 6.04 against such liabilities and in such amounts as the board may from time to time determine and are permitted by the Act.

SECTION SEVEN

SHARES

7.01 Allotment

The board may from time to time allot or grant options to purchase the whole or any part of the authorized and unissued shares of the Corporation at such times and to such persons and for such consideration as the board shall determine, provided that no share shall be issued until it is fully paid as provided by the Act. Shares may be issued as uncertificated securities or be represented by share certificates in accordance with the provisions of the Act and the Securities Transfer Act.

7.02 Commissions

The board may from time to time authorize the Corporation to pay a reasonable commission to any person in consideration of such person purchasing or agreeing to purchase shares of the Corporation, whether from the Corporation or from any other person, or procuring or agreeing to procure purchasers for any such shares.

7.03 Registration of Transfers

All transfers of securities of the Corporation shall be made in accordance with the Act and the *Securities Transfer Act*. Subject to the provisions of the Act and the Securities Transfer Act, no transfer of shares represented by a security certificate (as defined in the Act) shall be registered in a securities register except upon presentation of the certificate representing such shares with an endorsement which complies with the Act and the *Securities Transfer Act* made thereon or delivered therewith duly executed by an appropriate person as provided by the Act and the *Securities Transfer Act*, together with such reasonable assurance that the endorsement is genuine and effective as the board may from time to time prescribe, upon payment of all applicable taxes and any fees prescribed by the board, upon compliance with such restrictions on transfer as are authorized by the articles and upon satisfaction of any lien referred to in paragraph 7.05.

7.04 Transfer Agents and Registrars

The board may from time to time appoint one or more agents to maintain, in respect of each class of securities of the Corporation issued by it in registered form, a securities register and one or more branch securities registers. Such a person may be designated as transfer agent and registrar according to his functions and one person may be designated both registrar and transfer agent. The board may at any time terminate such appointment.

7.05 Lien for Indebtedness

The Corporation shall have a lien on any share registered in the name of a shareholder or his legal representatives for a debt of that shareholder to the Corporation, provided that if the shares of the Corporation are listed on a stock exchange in or outside Canada, the Corporation shall not have such lien. The Corporation may enforce any lien that it has on shares registered in the name of a shareholder indebted to the Corporation by the sale of the shares thereby affected or by any other action, suit, remedy or proceeding authorized or permitted by law and, pending such enforcement, the Corporation may refuse to register a transfer of the whole or any part of such shares.

7.06 Non-recognition of Trusts

Subject to the provisions of the Act and the Securities Transfer Act, the Corporation may treat as absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership, irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

7.07 Share Certificates and Written Evidence of Ownership

Every holder of one or more shares of the Corporation that are certificated securities under the Act shall be entitled, at his option, to a share certificate, or to a non-transferable written acknowledgement of his right to obtain a share certificate, stating the number and class or series of shares held by him as shown on the securities register. Share certificates and acknowledgements of a shareholder's right to a share certificate, respectively, shall be in such form as the board shall from time to time approve. Any share certificate shall be signed in accordance with paragraph 2.03 and need not be under the corporate seal; provided that, unless the board otherwise determines, certificates representing shares in respect of which a transfer agent and/or registrar has been appointed shall not be valid unless countersigned by or on behalf of such transfer agent and/or registrar. The signature of one of the signing officers or, in the case of share certificates which are not valid unless countersigned by or on behalf of a transfer agent and/or registrar, the signatures of both signing officers, may be printed or mechanically reproduced in facsimile upon share certificates and every such facsimile signature shall for all purposes be deemed to be the signature of the officer whose signature it reproduces and shall be binding upon the Corporation. A share certificate executed as aforesaid shall be valid notwithstanding that one or both of the officers whose facsimile signature appears thereon no longer holds office at the date of issue of the certificate. Holders of uncertificated securities of the Corporation shall be entitled to receive a written notice or other documentation as provided by the Act.

7.08 Replacement of Share Certificates

The board or any officer or agent designated by the board may in its or his discretion direct the issue of a new share certificate in lieu of and upon cancellation of a share certificate that has been mutilated or in substitution for a share certificate claimed to have been lost, destroyed or wrongfully taken on payment of such fee, not exceeding $3.00, and on such terms as to indemnity, reimbursement of expenses and evidence of loss and of title as the board may from time to time prescribe, whether generally or in any particular case.

7.09 Joint Shareholders

If two or more persons are registered as joint holders of any share, the Corporation shall not be bound to issue more than one certificate in respect thereof, and delivery of such certificate to one of such persons shall be sufficient delivery to all of them. Any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such shares.

7.10 Deceased Shareholders

In the event of the death of a holder, or of one of the joint holders, of any share, the Corporation shall not be required to make any entry in the securities register in respect thereof or to make payment of any dividends thereon except upon production of all such documents as may be required by law and upon compliance with the reasonable requirements of the Corporation and its transfer agents.

SECTION EIGHT

DIVIDENDS AND RIGHTS

8.01 Dividends

Subject to the provisions of the Act, the board may from time to time declare dividends payable to the shareholders according to their respective rights and interest in the Corporation. Dividends may be paid in money or property or by issuing fully paid shares of the Corporation.

8.02 Dividend Cheques

A dividend payable in cash shall be paid either electronically by direct deposit or by cheque drawn on the Corporation's bankers or one of them to the order of each registered holder of shares of the class or series in respect of which it has been declared and, if paid by cheque, mailed by prepaid ordinary mail to such registered holder at his recorded address, unless such holder otherwise directs. In the case of joint holders any cheque issued shall, unless such joint holders otherwise direct, be made payable to the order of all of such joint holders and mailed to them at their recorded address. The mailing of such cheque as set out in this section, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold.

8.03 Non-receipt of Cheques

In the event of non-receipt of any dividend cheque by the person to whom it is sent as set out in section 8.02, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case.

8.04 Record Date for Dividends and Rights

The board may fix in advance a date, preceding by not more than 50 days the date for the payment of any dividend or the date for the issue of any warrant or other evidence of the right to subscribe for securities of the Corporation, as a record date for the determination of the persons entitled to receive payment of such dividend or to exercise the right to subscribe for such securities, and notice of any such record date shall be given not less than seven days before such record date in the manner provided by the Act. If no record date is so fixed, the record date for the determination of the persons entitled to receive payment of any dividend or to exercise the right to subscribe for securities of the Corporation shall be at the close of business on the day on which the resolution relating to such dividend or right to subscribe is passed by the board.

8.05 Unclaimed Dividends

Any dividend unclaimed after a period of six years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

SECTION NINE

MEETINGS OF SHAREHOLDERS

9.01 Annual Meetings

The annual meeting of shareholders shall be held at such time in each year as the board, the Chairman of the Board (if any) or the President may from time to time determine, in any event no later than the earlier of (i) six months after the end of each of the Corporation's financial years, and (ii) fifteen months after the Corporation's last annual meeting of shareholders, for the purpose of considering the financial statements and reports required by the Act to be placed before the annual meeting, electing directors, appointing an auditor and for the transaction of such other business as may properly be brought before the meeting.

9.02 Special Meetings

The board, the Chairman of the Board (if any) or the President shall have the power to call a special meeting of shareholders at any time.

9.03 Place of Meetings

Subject to the Corporation's articles, a meeting of shareholders of the Corporation shall be held at such place in or outside of Ontario as the board may determine or, in the absence of such a determination, at the place where the registered office of the Corporation is located. If the Corporation makes available a telephonic, electronic or other communication facility that permits all participants of a shareholders meeting to communicate adequately with each other during the meeting and otherwise complies with the Act, any person entitled to attend such meeting may participate by means of such communication facility in the manner prescribed by the Act, and any person participating in the meeting by such means is deemed to be present at the meeting.

9.04 Notice of Meetings

Notice of the time and place of each meeting of shareholders shall be given in the manner provided in paragraph 11.01 not less than 21 days nor more than 50 days before the date of the meeting to each director, to the auditor and to each shareholder who at the close of business on the record date for notice is entered in the securities register as the holder of one or more shares carrying the right to vote at the meeting. Notice of a meeting of shareholders called for any purpose other than consideration of the financial statements and auditor's report, election of directors and reappointment of the incumbent auditor shall state or be accompanied by a statement of the nature of such business in sufficient detail to permit the shareholder to form a reasoned judgment thereon and the text of any special resolution or by-law to be submitted to the meeting. A shareholder and any other person entitled to attend a meeting of shareholders may in any manner waive notice of or otherwise consent to a meeting of shareholders.

9.05 List of Shareholders Entitled to Notice

For every meeting of shareholders, the Corporation shall prepare a list of shareholders entitled to receive notice of the meeting, arranged in alphabetical order and showing the number of shares held by each shareholder entitled to vote at the meeting. If a record date for the meeting is fixed pursuant to paragraph 9.06, the list of shareholders entitled to receive notice of the meeting shall be prepared not later than ten days after such record date. If no record date is fixed, the list of shareholders entitled to receive notice of the meeting shall be prepared as of the close of business on the day immediately preceding the day on which notice of the meeting is given, or where no such notice is given, on the day on which the meeting is held. The list shall be available for examination by any shareholder during usual business hours at the registered office of the Corporation or at the place where the central securities register is maintained and at the meeting of shareholders for which the list was prepared.

9.06 Record Date for Notice

The board may fix in advance a date, preceding the date of any meeting of shareholders by not more than 60 days and not less than 30 days (or pursuant to the time limitations as may be prescribed by the Act from time to time), as a record date for the determination of the shareholders entitled to receive notice of the meeting, provided that notice of any such record date shall be given not less than seven days before such record date by newspaper advertisement in the manner provided in the Act and, if any shares of the Corporation are listed for trading on a stock exchange in Canada, by written notice to each such stock exchange. If no record date is so fixed, the record date for the determination of the shareholders entitled to receive notice of the meeting shall be at the close of business on the day immediately preceding the day on which the notice is given or, if no notice is given, the day on which the meeting is held.

9.07 Meetings Held by Electronic Means

If the directors or shareholders of the Corporation call a meeting of shareholders pursuant to the Act, the directors may determine that the meeting shall be held, in accordance with the Act, entirely by means of a telephonic, electronic or other communications facility that permits all participants to communicate adequately with each other during the meeting.

9.08 Meetings without Notice

A meeting of shareholders may be held without notice at any time and place permitted by the Act

(a) if all the shareholders entitled to vote thereat are present in person or represented by proxy waive notice of or otherwise consent to such meeting being held, and

(b) if the auditor and the directors are present or waive notice of or otherwise consent to such meeting being held, so long as such shareholders, auditor and directors present are not attending for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called. At such a meeting any business may be transacted which the Corporation at a meeting of shareholders may transact. If the meeting is held at a place outside Canada, shareholders not present or represented by proxy, but who have waived notice of or otherwise consented to such meeting, shall also be deemed to have consented to the meeting being held at such place.

9.09 Chairman, Secretary and Scrutineers

The Chairman of the Board or any other director or officer of the Corporation, as determined by the board, may act as chairman of any meeting of shareholders. If no such director or officer is present within 15 minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chairman. If the Secretary or Assistant Secretary of the Corporation is absent, the chairman shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. If desired, one or more scrutineers, who need not be shareholders, may be appointed by a resolution or by the chairman with the consent of the meeting.

9.10 Persons Entitled to be Present

The only persons entitled to be present at a meeting of shareholders shall be those entitled to vote thereat, the directors and the auditor of the Corporation and others who, although not entitled to vote are entitled or required under any provision of the Act or the articles or the by-laws to be present at the meeting. Any other person may be admitted only on the invitation of the chairman of the meeting or with the consent of the meeting.

9.11 Quorum

Subject to the Act, a quorum for the transaction of business at any meeting of shareholders shall be two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxy or proxyholder for an absent shareholder so entitled, holding or representing in the aggregate not less than 10% of the issued shares of the Corporation enjoying voting rights at such meeting.

9.12 Right to Vote

The persons entitled to vote at any meeting of shareholders shall be the persons entitled to vote in accordance with the Act.

9.13 Proxies

Every shareholder entitled to vote at a meeting of shareholders may appoint a proxyholder, or one or more alternate proxyholders, who need not be shareholders, to attend and act at the meeting in the manner and to the extent authorized and with the authority conferred by the proxy. A proxy shall be in writing executed by the shareholder or his attorney authorized in writing (or by electronic signature) and shall conform with the requirements of the Act.

9.14 Time for Deposit of Proxies

The board may by resolution specify in a notice calling a meeting of shareholders a time, preceding the time of such meeting or an adjournment thereof by not more than 48 hours exclusive of any part of a non-business day, before which time proxies to be used at such meeting must be deposited. A proxy shall be acted upon only if, prior to the time so specified, it shall have been deposited with the Corporation or an agent thereof specified in such notice or, if no such time is specified in such notice, only if it has been received by the Secretary of the Corporation or by the chairman of the meeting or any adjournment thereof prior to the time of voting.

9.15 Joint Shareholders

If two or more persons hold shares jointly, any one of them present in person or represented by proxy at a meeting of shareholders may, in the absence of the other or others, vote the shares; but if two or more of those persons are present in person or represented by proxy and vote, they shall vote as one the shares jointly held by them.

9.16 Votes to Govern

At any meeting of shareholders every question shall, unless otherwise required by the articles or by-laws or by law, be determined by a majority of the votes cast on the question. In case of an equality of votes either upon a show of hands or upon a poll, the chairman of the meeting shall not be entitled to a second or casting vote.

9.17 Show of Hands

Subject to the provisions of the Act, any question at a meeting of shareholders shall be decided by a show of hands, which may include such other indication of a vote made by means of the telephonic, electronic or other communication facility, if any, made available by the Corporation for that purpose, unless a ballot thereon is required or demanded as hereinafter provided. Upon a show of hands, every person who is present, in person or by means of the telephonic, electronic or other communications facility, if any that the Corporation has made available for such purpose, and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is so required or demanded, a declaration by the chairman of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question. For the purpose of this section, if at any meeting the Corporation has made available to shareholders the means to vote electronically, any vote made electronically shall be included in tallying any votes by show of hands.

9.18 Ballots

On any question proposed for consideration at a meeting of shareholders, and whether or not a vote by show of hands has been taken thereon, any shareholder or proxyholder entitled to vote at the meeting may require or demand a ballot. A ballot so required or demanded shall be taken in such manner as the chairman shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

9.19 Adjournment

The chairman at the meeting of shareholders may with the consent of the meeting and subject to such conditions as the meeting may decide, or where otherwise permitted under the provisions of the Act, adjourn the meeting from time to time and from place to place. If a meeting of shareholders is adjourned for less than 30 days, it shall not be necessary to give notice of the adjourned meeting, other than by announcement at the earliest meeting that is adjourned. If a meeting of shareholders is adjourned by one or more adjournments for an aggregate of 30 days or more, notice of the adjourned meeting shall be given as for an original meeting.

9.20 Resolution in Writing

A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of the shareholders unless a written statement with respect to the subject matter of the resolution is submitted by a director or the auditor in accordance with the Act.

SECTION TEN

DIVISIONS AND DEPARTMENTS

10.01 Creation and Consolidation of Divisions

The board may cause the business and operations of the Corporation or any part thereof to be divided or to be segregated into one or more subsidiaries, partnerships or other legal entities upon such basis, including without limitation, character or type of operation, geographical territory, product manufactured or service rendered, as the board may consider appropriate in each case. The board may also cause the business and operations of any such subsidiary, partnership or other legal entity to be further divided into subsidiaries, partnerships or other legal entities and the business and operations of any such subsidiaries, partnerships or other legal entities to be consolidated upon such basis as the board may consider appropriate in each case.

10.02 Name of Division

Any division or its sub-units may be designated by such name as the board may from time to time determine and may transact business under such name, provided that the Corporation shall set out its name in legible characters in all contracts, invoices, negotiable instruments and orders for goods or services issued or made by or on behalf of the Corporation.

10.03 Officers of Division

From time to time the board or, if authorized by the board, the President and/or Chief Executive Officer, may appoint one or more officers for any division, prescribe their powers and duties and settle their terms of employment and remuneration. The board or, if authorized by the board, the President and/or Chief Executive Officer, may remove at its or his pleasure any officer so appointed, without prejudice to such officer's rights under any employment contract. Officers of divisions or their sub-units shall not, as such, be officers of the Corporation.

SECTION ELEVEN

NOTICES

11.01 Method of Giving Notices

Any notice (which term includes any communication or document) to be given (which term includes sent, delivered or served) pursuant to the Act, the regulations thereunder, the articles, the by-laws or otherwise to a shareholder, director, officer, auditor or member of a committee of the directors shall be sufficiently given if delivered personally to the person to whom it is to be given; delivered to the recorded address of the person; mailed to the person's recorded address by prepaid or ordinary or air mail; sent to the person's recorded address by any means of prepaid transmitted or recorded communication; or an electronic document is provided in accordance with Part Twelve of this by-law.

A notice delivered as set out in this section is deemed to have been given when it is delivered personally or to the recorded address; a notice mailed as set out in this section shall be deemed to have been given when deposited in a post office or public letter box; and a notice sent by means of transmitted or recorded communication as set out in this section is deemed to have been dispatched or delivered to the appropriate communication company or agency or its representative for dispatch; and a notice sent by electronic means as set out in this section and Part Twelve shall be deemed to have been given upon receipt of reasonable confirmation of transmission to the designated information system indicated by the person entitled to receive such notice. The corporate secretary may change or cause to be changed the recorded address of any shareholder, director, officer, auditor or member of a committee of the directors in accordance with any information believed by him or her to be reliable. The Secretary or Assistant Secretary may change or cause to be changed the recorded address of any shareholder, director, officer, auditor or member of a committee of the board in accordance with any information believed by him to be reliable.

11.02 Signature to Notices

The signature of any director or officer of the Corporation to any notice or document to be given by the Corporation may be written, stamped, mechanically reproduced or electronically reproduced in whole or in part.

11.03 Proof of Service

With respect to every notice sent by post it is sufficient to prove that the envelope or wrapper containing the notice or other document was properly addressed as provided in this by-law and put into a post office or into a letter box. With respect to every notice or other document sent as an electronic document it is sufficient to prove that the electronic document was properly addressed to the designated information system as provided in this by-law and sent by electronic means. A certificate of the Chairman of the Board (if any), the President, an Executive Vice-President, a Vice-President, the Secretary, the Assistant Secretary, the Treasurer or the Assistant Treasurer or of any other officer of the Corporation in office at the time of the making of the certificate or of a transfer officer of any transfer agent or branch transfer agent of shares of any class of the Corporation as to the facts in relation to the mailing or delivery of any notice or other document to any shareholder, director, officer or auditor or publication of any notice or other document shall be conclusive evidence thereof and shall be binding on every shareholder, director, officer or auditor of the Corporation as the case may be.

11.04 Notice to Joint Shareholders

All notices with respect to shares registered in more than one name shall, if more than one address appears on the records of the Corporation in respect of such joint holdings, be given to all of such joint shareholders at the first address so appearing, and notice so given shall be sufficient notice to the holders of such shares.

11.05 Computation of Time

In computing the date when notice must be given under any provision requiring a specified number of days notice of any meeting or other event both the date of giving the notice and the date of the meeting or other event shall be excluded.

11.06 Undelivered Notices

If any notice given to a shareholder pursuant to paragraph 11.01 is returned on three consecutive occasions because he cannot be found, the Corporation shall not be required to give any further notices to such shareholder until he informs the Corporation in writing of his new address.

11.07 Omissions and Errors

The accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise found thereon.

11.08 Deceased Shareholders

Any notice or other document delivered or sent by post or left at the address of any shareholder as the same appears in the records of the Corporation shall, notwithstanding that such shareholder be then deceased, and whether or not the Corporation has notice of his decease, be deemed to have been duly served in respect of the shares held by such shareholder (whether held solely or with any person or persons) until some other person be entered in his stead in the records of the Corporation as the holder or one of the holders thereof and such service shall for all purposes be deemed a sufficient service of such notice or document on his heirs, executors or administrators and on all persons, if any, interested with him in such shares.

11.09 Persons Entitled by Death or Operation of Law

Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom he derives his title to such share prior to his name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which he became so entitled) and prior to his furnishing to the Corporation the proof of authority or evidence of his entitlement prescribed by the Act.

11.10 Waiver of Notice

Any shareholder (or his duly appointed proxyholder), director, officer, auditor or member of a committee of the board may at any time waive any notice, or waive or abridge the time for any notice, required to be given to him under any provision of the Act, the regulations thereunder, the articles, the by-laws or otherwise and such waiver or abridgement, whether given before or after the meeting or other event of which notice is required to be given shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgement shall be in writing except a waiver of notice of a meeting of shareholders or of the board or of a committee of the board which may be given in any manner.

SECTION TWELVE

ELECTRONIC DOCUMENTS

12.01 Creation and Provision of Information

Unless the Corporation's articles provide otherwise, and subject to and in accordance with the Act, the Corporation may satisfy any requirement of the Act to create or provide a notice, document or other information to any person by the creation or provision of an electronic document. Except as provided in the Act, "electronic document" means any form of representation of information or of concepts fixed in any medium in or by electronic, optical or other similar means that can be read or perceived by a person by any means.

SECTION THIRTEEN

EFFECTIVE DATE

13.01 Effective Date

This by-law shall come into force upon being passed by the board.

ENACTED this _____ day of ________, 2019.

(Signed)	(Signed)
[Name] **[Title]**	**[Name]** **[Title]**

BE IT RESOLVED THAT the foregoing By-law No. 1 being a by-law relating generally to the transaction of the business and affairs of the Corporation be and the same is hereby made as a by-law of the Corporation and the ***[names of an officers]*** be and they are hereby authorized to sign the by-law.

The undersigned, being all of the directors of the Corporation by their signatures hereby consent, pursuant to the provisions of the Act, to the foregoing resolution. This resolution may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document.

DATED as of the _______ day of ___________, 2019.