

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made and effective as of December 21, 2021.

AMONG:

RMR SCIENCE TECHNOLOGIES INC., a corporation incorporated under the laws of British Columbia;

("RMR")

AND

TURNIUM TECHNOLOGY GROUP, INC., a corporation incorporated under the laws of British Columbia;

("TTGI")

AND

1333633 B.C. Ltd., a corporation incorporated under the laws of British Columbia;

("Subco")

RECITALS:

- A. RMR is a "Capital Pool Company" as defined by TSXV Policy 2.4 (as defined herein) with its Class "A" Common Shares listed on the TSX Venture Exchange under the symbol "RMS.P".
- B. RMR wishes to complete a Qualifying Transaction (as defined herein) with TTGI.
- C. TTGI is a privately held company engaged in the business of delivering software-defined wide area networking solutions as a managed cloud-native service and as a licensed OEM white label software program (the "**Business**").
- D. Subco is a wholly-owned subsidiary of RMR.
- E. RMR, TTGI and Subco propose a business combination (the "**Transaction**") whereby TTGI and Subco will amalgamate under the provisions of Division 3 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") on the terms described in this Agreement (the "**Amalgamation**") and will continue as one corporation ("**Amalco**") which will be a wholly-owned subsidiary of RMR. Following completion of the Amalgamation, RMR will carry on the Business presently carried on by TTGI through Amalco, which is expected to constitute the Qualifying Transaction of RMR.

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

**ARTICLE 1
DEFINITIONS**

- 1.1 In this Agreement, unless the context otherwise requires:
- (a) **“Affiliate”** means a corporation that is affiliated with another corporation within the meaning of section 2 of the BCBCA;
 - (b) **“Agreement”** means this agreement, including the recitals and all Schedules to this agreement, as amended or supplemented from time to time, and **“hereby”, “hereof”, “herein”, “hereunder”, “herewith”** and similar terms refer to this Agreement and not to any particular provision of this Agreement;
 - (c) **“Amalco”** has the meaning defined in Recital E;
 - (d) **“Amalgamation”** has the meaning defined in Recital E;
 - (e) **“Amalgamation Application”** means an amalgamation application substantially in the form set out in Schedule C hereto;
 - (f) **“Applicable Laws”** means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, including all applicable corporate and securities laws, regulations and rules, all policies thereunder and rules of applicable stock exchanges;
 - (g) **“BCBCA”** has the meaning defined in Recital E;
 - (h) **“Business”** has the meaning defined in Recital C;
 - (i) **“Business Day”** means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Vancouver for the transaction of banking business;
 - (j) **“Certificate of Amalgamation”** means the certificate to be issued by the Registrar pursuant to Subsection 281(a) of the BCBCA giving effect to the Amalgamation;
 - (k) **“Concurrent Financing”** means the brokered private placement of a minimum of 10,714,286 TTGI Subscription Receipts and a maximum of 14,285,715 TTGI Subscription Receipts at a price of \$0.56 per TTGI Subscription Receipt, plus any additional TTGI Subscription Receipts issued upon exercise of the Over-allotment Option;
 - (l) **“Consolidation”** means the share consolidation of RMR’s Class “A” Common Shares on the basis of five (5) old for one (1) new share, with fractional shares of 0.5 or more being rounded up to the nearest whole share and fractional shares of less than 0.5 being rounded down to the nearest whole share;

- (m) **“Contract”** means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, purchase agreements, manufacturing, supply and distribution agreements, loan documents and security documents;
- (n) **“Depository”** means Computershare Trust Company of Canada;
- (o) **“Dissent Rights”** means the rights of dissent in respect of the TTGI Resolution provided pursuant to Section 238 of the BCBCA;
- (p) **“Dissenting Shareholder”** means a TTGI Shareholder who, in connection with the TTGI Resolution at the TTGI Meeting which approves and adopts this Agreement, has sent to TTGI a written objection and a demand for payment within the time limits and in the manner prescribed by Section 238 of the BCBCA respectively with respect to the TTGI Shares held by such TTGI Shareholder;
- (q) **“Effective Date”** means the effective date indicated upon the Certificate of Amalgamation;
- (r) **“Effective Date Deadline”** means January 31, 2022 unless otherwise agreed by the Parties;
- (s) **“Effective Time”** means the effective time indicated upon the Certificate of Amalgamation;
- (t) **“Encumbrance”** includes, without limitation, any mortgage, pledge, assignment, charge, lien, security interest, claim, trust, royalty or carried, participation, net profits or other interest and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;
- (u) **“Escrow Agent”** means Computershare Trust Company of Canada;
- (v) **“Exchange Ratio”** means one (1) RMR Share (that is post-Consolidation) for each one (1) TTGI Share;
- (w) **“Government Official”** means (a) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Authority, (b) any salaried political party official, elected member of political office or candidate for political office, or (c) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;
- (x) **“Governmental Authority”** includes any federal, provincial, municipal or other political subdivision, government department, commission, board, bureau, agency or instrumentality, domestic or foreign;
- (y) **“IFRS”** means International Financial Reporting Standards as issued by the International Accounting Standards Board;

- (z) **“Intellectual Property”** means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licences, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), plant breeder’s rights, computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;
- (aa) **“Lead Agent”** means Eight Capital, the lead agent for the Concurrent Financing;
- (bb) **“Leased Premises”** means the premises which TTGI or the TTGI Subsidiary occupies as tenant;
- (cc) **“Material Adverse Change”** or **“Material Adverse Effect”** means, with respect to any Party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization, financial condition, licenses, permits, concessions, rights, privileges, liabilities or prospects, whether contractual or otherwise, of such Party and its Subsidiaries, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) a matter that has, prior to the date hereof, been publicly disclosed or disclosed to the other Parties; (ii) general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere; or (iii) any matter consented to, or that results from a matter that is consented to, in writing by the other Parties hereto;
- (dd) **“Misrepresentation”** includes any untrue statement of a material fact, any omission to state a material fact that is required to be stated and any omission to state a material fact that is necessary to be stated in order for a statement not to be misleading;
- (ee) **“Name Change”** means the change of RMR’s name to “Turnium Technology Group Inc.” or such other name as may be mutually agreed upon between the Parties;
- (ff) **“Ordinary Course”** means, with respect to an action taken by a Party, that such action is consistent with the past practice of business of such Party and is taken in the ordinary course of the normal day-to-day operation of the business and operations of such Party;
- (gg) **“Over-allotment Option”** means the option granted to the Lead Agent to increase the maximum number of Subscription Receipts which may be sold pursuant to the Concurrent Financing by 15%;
- (hh) **“Parties”** means RMR, TTGI and Subco and **“Party”** means any one of them;
- (ii) **“Permitted Encumbrances”** shall mean: (i) Encumbrances for taxes, assessments or other charges not yet due and payable; (ii) statutory Encumbrances of landlords, carriers, warehousemen, mechanics, materialmen and other similar liens imposed by Applicable Law, which are incurred in the Ordinary Course; (iii) Encumbrances incurred in the Ordinary Course in connection with workers’ compensation, unemployment insurance and other types of social security; (iv) Encumbrances to secure performance obligations incurred in connection with tenders, statutory obligations, surety, stay,

customs and appeals (or commitments in respect thereto), bids, government contracts, trade contracts, performance and return of money bonds and other similar performance obligations; (v) deposits made in the Ordinary Course; and (vi) any Encumbrance granted by TTGI to secure indebtedness which is disclosed in writing in the TTGI Disclosure Letter;

- (jj) **“Person”** includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;
- (kk) **“Qualifying Transaction”** has the meaning ascribed thereto in TSXV Policy 2.4;
- (ll) **“Registrar”** means the Registrar of Corporations appointed pursuant to Section 400 of the BCBCA;
- (mm) **“RMR Annual and Special Business”** means, collectively: (i) the election of directors of RMR, (ii) the appointment of an auditor and the authorization of the directors of RMR to fix its remuneration, (iii) the Consolidation; (iv) the re-approval of the RMR Option Plan; (v) the election of the TTGI Nominees conditional on completion of the Transaction; (vi) the approval of a new option plan of RMR conditional on completion of the Transaction; (vii) the approval of an amendment to the articles of RMR conditional on completion of the Transaction; and (viii) the transaction of any other business that may be properly brought before the RMR Meeting or any adjournment of the RMR Meeting;
- (nn) **“RMR Circular”** means a management information circular of RMR to be provided to the RMR Shareholders in connection with the RMR Meeting;
- (oo) **“RMR Filing Statement”** means a filing statement of RMR jointly prepared with TTGI in accordance with the requirements of TSXV Form 3B2;
- (pp) **“RMR Financial Statements”** means, collectively: (i) the interim financial report of RMR as at and for the three and nine-month period ended June 30, 2021, (ii) the audited financial statements of RMR as at and for the year ended September 30, 2020, (iii) the audited financial statements of RMR as at and for the year ended September 30, 2019, and (iv) the audited financial statements of RMR as at and for the period from October 17, 2017 (date of incorporation) to September 30, 2018;
- (qq) **“RMR Meeting”** means the annual and special general meeting of RMR Shareholders, and any adjournments thereof, to consider, and if deemed advisable, approve the RMR Annual and Special Business;
- (rr) **“RMR Option Plan”** means the rolling 10% stock option plan of RMR previously approved by RMR Shareholders and to be re-approved at the RMR Meeting;
- (ss) **“RMR Public Documents”** means all documents or information filed by or on behalf of RMR with the Canadian securities regulators in compliance with Applicable Laws;

- (tt) **“RMR Shareholders”** means the holders of all issued and outstanding Class “A” Common Shares of RMR, and an **“RMR Shareholder”** means any one of them;
- (uu) **“RMR Shares”** means the post-Consolidation Class “A” Common Shares of RMR;
- (vv) **“Shares”** means either TTGI Shares, Class “A” Common Shares of RMR (pre-Consolidation) or RMR Shares as the context requires;
- (ww) **“Subco Resolutions”** means the special resolution of RMR as the sole shareholder of Subco approving the Amalgamation, to be passed as consent resolutions in writing by RMR;
- (xx) **“Subsidiary”** means, when used to indicate a relationship with another body corporate,
 - (i) a body corporate which is controlled by: (A) that other; or (B) that other and one or more bodies corporate, each of which is controlled by that other; or (C) two or more bodies corporate each of which is controlled by that other; or
 - (ii) a subsidiary of a body corporate that is the other’s subsidiary;
- (yy) **“Superior Proposal”** has the meaning ascribed thereto in Section 10.4 hereof;
- (zz) **“Take-Over Proposal”** means, other than pursuant to the Transaction, any takeover bid or offer for 20% or more of the issued and outstanding TTGI Shares or securities convertible into TTGI Shares, or any proposal, offer or agreement (whether or not subject to conditions) for a merger, consolidation, amalgamation, arrangement, recapitalization, liquidation, dissolution, reorganization or similar transaction or other business combination involving TTIG or the TTGI Subsidiary or any proposal, offer or agreement (whether or not subject to conditions) to acquire in any manner, or to require TTGI to issue, 20% or more of a TTGI’s outstanding TTGI Shares or securities convertible into TTIG’s Shares;
- (aaa) **“Tax Act”** means the *Income Tax Act* (Canada), RSC 1985 c1 (5th supp), as amended, including the regulations promulgated thereunder;
- (bbb) **“Transaction”** has the meaning defined in Recital E;
- (ccc) **“TSXV”** means the TSX Venture Exchange;
- (ddd) **“TSXV Escrow Agreement”** means an escrow agreement to be entered into between certain securityholders of TTGI, RMR and the Escrow Agent pursuant to which certain securities held by various TTGI securityholders will be subject to escrow in accordance with the policies of the TSXV;
- (eee) **“TSXV Policy 2.4”** means TSXV Policy 2.4 – *Capital Pool Companies*;
- (fff) **“TTGI Agent’s Warrants”** means the warrants to be granted to the agents pursuant to the Concurrent Financing, entitling it to purchase that number of TTGI Subscription

Receipt Units as is equal to seven percent (7%) (three and one-half percent (3.5%) for purchasers on the President's list) of the number of TTGI Subscription Receipts sold under the Concurrent Financing, at a price of \$0.56 per TTGI Subscription Receipt Unit on or before the date that is twenty-four (24) months from the closing date of the Concurrent Financing;

- (ggg) **"TTGI Bridge Warrants"** means warrants to purchase up to 500,000 TTGI Shares at a price of \$0.48 per TTGI Share on or before November 30, 2024, subject to an accelerated expiry date and a reduction of the exercise price of the TTGI Bridge Warrants in certain circumstances;
- (hhh) **"TTGI Convertible Note"** means the interest bearing convertible note of TTGI dated December 1, 2021 in the principal amount of \$1,000,000 and which is convertible into TTGI Shares at a price of \$0.48 per TTGI Share, subject to a lower conversion price in certain circumstances, until such time as the note is paid in full;
- (iii) **"TTGI Debt Facility Warrants"** means warrants to purchase up to 1,730,797 TTGI Shares at a price of \$0.48 per TTGI Share on or before July 30, 2027, subject to an accelerated expiry date in certain circumstances;
- (jjj) **"TTGI Disclosure Letter"** means the disclosure letter executed by TTGI and delivered to RMR concurrently with execution of this Agreement;
- (kkk) **"TTGI Financial Statements"** means, collectively: (i) the interim, consolidated financial report of TTGI as at and for the three and nine-month period ended June 30, 2021, (ii) the audited, consolidated financial statements of TTGI as at and for the year September 30, 2020, (iii) the audited financial statements of the Turnium Subsidiary as at and for the year ended January 31, 2021; and (iv) the audited financial statements of Multapplied Networks Inc. as at and for the year September 30, 2020;
- (III) **"TTGI Material Contracts"** has the meaning set out in Section 8.1(ii);
- (mmm) **"TTGI Meeting"** means the special meeting of TTGI Shareholders, if any, and any adjournments thereof, to consider and, if determined advisable, approve the TTGI Resolution;
- (nnn) **"TTGI Nominees"** means Derek Spratt, Johan Arnet, Ralph Garcea, Jim Lovie, Evelyn Bailey and Peter Green;
- (ooo) **"TTGI Notice"** means a notice of the TTGI Meeting to be provided to TTGI Shareholders in connection with the TTGI Meeting;
- (ppp) **"TTGI Options"** means stock options of TTGI entitling the holders to purchase up to 1,486,391 TTGI Shares at a price of \$0.23 per TTGI Share on or before November 24, 2022, up to 1,467,391 TTGI Shares at a price of \$0.10 per TTGI Share on or before August 4, 2026, up to 600,000 TTGI Shares at a price of \$0.15 per TTGI Share on or before August 4, 2026, up to 112,500 TTGI Shares at a price of \$0.10 per TTGI Share on or before October 24, 2026 and up to 8,601,069 TTGI Shares at a price of \$0.48 per TTGI Share on or before November 16, 2026;

- (qqq) **TTGI PP Warrants**” means warrants to purchase up to 1,930,540 TTGI Shares at a price of \$0.72 per TTGI Share on or before December 31, 2022, subject to an accelerated expiry date and an increase in the number of TTGI PP Warrants in certain circumstances
- (rrr) **“TTGI Resolution”** means the special resolution of the TTGI Shareholders, substantially in the form of the resolution set out in Schedule B hereto, approving the Amalgamation, to be considered by TTGI Shareholders at the TTGI Meeting, or alternatively, to be passed as a consent resolution in writing of the TTGI Shareholders;
- (sss) **“TTGI Shareholders”** means the holders of all issued and outstanding TTGI Shares, and a **“TTGI Shareholder”** means any one of them;
- (ttt) **“TTGI Shares”** means the common shares of TTGI as such shares are constituted as of the date of this Agreement;
- (uuu) **“TTGI Subscription Receipt Agreement”** means the subscription receipt agreement between TTGI, Lead Agent, and the Escrow Agent providing for the creation of, and governing the terms of, the TTGI Subscription Receipts;
- (vvv) **“TTGI Subscription Receipts”** means a minimum of 10,714,286 TTGI Subscription Receipts and a maximum of 14,285,715 TTGI Subscription Receipts, plus any additional TTGI Subscription Receipts issued upon exercise of the Over-allotment Option, each subscription receipt entitling the holder to receive one TTGI Subscription Receipt Unit;
- (www) **“TTGI Subscription Receipt Units”** means units of TTGI issuable on exercise or deemed exercise of TTGI Subscription Receipts or TTGI Agent’s Warrants, each such unit consisting of one TTGI Share and one-half of one TTGI Subscription Receipt Warrant;
- (xxx) **“TTGI Subscription Receipt Warrants”** means the warrants of TTGI forming part of the TTGI Subscription Receipt Units, each whole TTGI Subscription Receipt Warrant entitling the holder to purchase one TTGI Share at a price of \$0.75 per TTGI Share on or before the date that is twenty-four (24) months from the closing date of the Concurrent Financing;
- (yyy) **“TTGI Subsidiary”** means Tenacious Networks Inc.;
- (zzz) **“TTGI Valeo Warrants”** means warrants to purchase up to 3,500,000 TTGI Shares at a price of \$0.25 per TTGI Share on or before September 14, 2028;
- (aaaa) **“TTGI Warrants”** means, collectively, the TTGI Valeo Warrants, the TTGI Bridge Warrants, the TTGI Debt Facility Warrants, the TTGI PP Warrants and the TTGI Subscription Receipt Warrants;
- (bbbb) **“U.S. Person”** has the meaning as set forth in Regulation S under the *U.S. Securities Act*; and
- (cccc) **“U.S. Securities Act”** means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

1.2 The following Schedules are included and form part of this Agreement:

- Schedule A – Articles of Amalco
- Schedule B – TTGI Resolution
- Schedule C – Amalgamation Application
- Schedule D – Certificate of U.S. Accredited Investor Status

ARTICLE 2 INTERPRETATION

- 2.1 The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- 2.2 Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph, clause, subclause or schedule by number or letter or both refer to the Article, Section, subsection, paragraph, clause, subclause or schedule, respectively, bearing that designation in this Agreement.
- 2.3 In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders.
- 2.4 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 2.5 References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.
- 2.6 Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.
- 2.7 All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, reorganization and other laws affecting creditors rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief).
- 2.8 All references to the date of this Agreement, “the date hereof” or similar expressions or references shall mean December 21, 2021 except as is expressly provided herein.
- 2.9 This Agreement together with the agreements and documents herein referred to, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.
- 2.10 Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of TTGI or words to like effect, it shall be deemed to refer to actual

knowledge of the senior officers of TTGI, after due inquiry. Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of RMR or words to like effect, it shall be deemed to refer to actual knowledge of the chief executive officer and chief financial officer of RMR, after due inquiry.

ARTICLE 3 IMPLEMENTATION OF THE AMALGAMATION

3.1 Steps to be taken by TTGI.

- (a) TTGI covenants and agrees with RMR:
 - (i) to convene and conduct the TTGI Meeting in accordance with its articles and Applicable Laws as soon as reasonably practicable;
 - (ii) to fix a record date, in consultation with RMR, for the purposes of determining the TTGI Shareholders entitled to receive notice of and vote at the TTGI Meeting;
 - (iii) that it shall not, except as required for quorum purposes, as required by Applicable Laws, or otherwise as permitted under this Agreement, adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the TTGI Meeting without the prior written consent of RMR;
 - (iv) to advise RMR as it may reasonably request, as to the aggregate tally of the proxies received by it in respect of its TTGI Resolution; and
 - (v) to provide notice to RMR of the TTGI Meeting and allow representatives of RMR to attend the TTGI Meeting.
- (b) Notwithstanding the foregoing or any other provision of this Agreement, TTGI may obtain TTGI Shareholder approval for the TTGI Resolution by a unanimous consent resolution in writing of the TTGI Shareholders in accordance with Applicable Laws and its articles, in which case TTGI shall not be obligated to hold the TTGI Meeting and the provisions of Section 3.1(a) shall not apply. In such event, TTGI shall provide RMR with a reasonable opportunity to review and comment on the consent resolution and any related materials to be sent to the TTGI Shareholders to obtain their approval of the TTGI Resolution.

3.2 Preparation of Filings.

- (a) RMR and TTGI shall co-operate and use their reasonable commercial efforts in good faith to take, or cause to be taken, all reasonable actions, including the preparation of any applications for regulatory approvals and other orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the Transaction and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement and the Transaction, and to complete any

of the transactions contemplated by this Agreement, including their obligations under Applicable Laws.

- (b) Subject to obtaining the approval of the TTGI Shareholders to the TTGI Resolution and subject to the satisfaction or waiver of the conditions herein contained in favour of TTGI, TTGI agrees that it shall, with the co-operation and participation of RMR, use its reasonable commercial efforts to make such arrangements with the Registrar as may be necessary or desirable to permit:
 - (i) the filing with the Registrar of the Amalgamation Application to be made effective at the Effective Time (and in any event, on or before the Effective Date Deadline); and
 - (ii) the obtaining of the Certificate of Amalgamation in that regard.

3.3 Steps to be taken by RMR.

- (a) RMR covenants in favour of TTGI that it will expeditiously make applications for approval of the Transaction, Consolidation and the Name Change from the TSXV, and that it will comply with TSXV policies so that the RMR Shares issuable in connection with the Transaction and any other transactions contemplated hereby are accepted for listing by the TSXV pursuant to such policies.
- (b) RMR covenants in favour of TTGI to diligently seek the approval of the RMR Shareholders for the RMR Annual and Special Business and all other matters requiring approval of the RMR Shareholders in connection with the Transaction.
- (c) RMR covenants to complete the Consolidation immediately prior to the Effective Date of the Amalgamation, subject to TSXV and regulatory approval.
- (d) RMR agrees that, on the Effective Date and subject to the satisfaction or waiver of the conditions herein contained in favour of RMR, RMR shall provide to the Depositary an irrevocable direction to issue the RMR Shares issuable pursuant to the Transaction to TTGI Shareholders as contemplated herein.
- (e) Subco shall cause the Subco Resolutions to be passed as consent resolutions of RMR as sole shareholder of Subco in accordance with Applicable Laws and on terms satisfactory to TTGI acting reasonably.

3.4 The RMR Circular.

- (a) As promptly as reasonably practicable following execution of this Agreement, RMR shall:
 - (i) prepare the RMR Circular together with any other documents required by its articles and Applicable Laws, (ii) file the RMR Circular in all jurisdictions where the same is required to be filed, (iii) mail the RMR Circular as required under Applicable Laws; and (iv) ensure that the RMR Circular contains sufficient detail to permit the RMR Shareholders to form a reasoned judgment concerning the matters to be placed before them at the RMR Meeting.

- (b) RMR shall ensure that the RMR Circular complies in all material respects with all Applicable Laws, and, without limiting the generality of the foregoing, will ensure that the RMR Circular will not contain any Misrepresentation (except that RMR shall not be responsible for any information relating to TTGI which has been provided by TTGI specifically for inclusion in the RMR Circular).
- (c) RMR shall disclose in the RMR Circular that its board of directors unanimously recommends that the RMR Shareholders vote in favour of the election of the TTGI Nominees as directors of RMR, conditional on completion of the Transaction.
- (d) TTGI and its legal counsel shall be given a reasonable opportunity to review and comment on the RMR Circular prior to the RMR Circular being printed and filed with any Governmental Authority, and reasonable consideration shall be given to any comments made by TTGI and its legal counsel; provided, however, that all information relating solely to TTGI and its Affiliates included in the RMR Circular shall be in form and content satisfactory to TTGI, acting reasonably. RMR shall provide TTGI with a final copy of the RMR Circular prior to the mailing to the RMR Shareholders.
- (e) RMR shall promptly notify TTGI if at any time before the Effective Date it becomes aware that the RMR Circular contains a Misrepresentation, or that otherwise requires an amendment or supplement to the RMR Circular, and the Parties shall co-operate in the preparation of any amendment or supplement to the RMR Circular as required or appropriate, and RMR shall promptly mail or otherwise publicly disseminate any amendment or supplement to the RMR Circular to the RMR Shareholders and, if required by Applicable Laws, file the same with any Governmental Authority and as otherwise required.

3.5 **The RMR Filing Statement.**

- (a) As promptly as reasonably practicable following execution of this Agreement, TTGI shall prepare, with RMR's assistance, the RMR Filing Statement together with any other documents required by the policies of the TSXV. RMR shall file the RMR Filing Statement with the TSXV together with any other documents required by the policies of the TSXV, and use its commercially reasonable efforts to have the RMR Filing Statement accepted for filing by the TSXV.
- (b) TTGI shall ensure that the RMR Filing Statement complies in all material respects with the policies of the TSXV. TTGI will ensure that the RMR Filing Statement will not contain any Misrepresentation (except that TTGI shall not be responsible for any information relating to RMR or its Affiliates, which has been provided by RMR specifically for inclusion in the RMR Filing Statement or otherwise obtained from RMR). TTGI shall also use commercially reasonable efforts to obtain any necessary consents from its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the RMR Filing Statement and to the identification in the RMR Filing Statement of each such advisor. TTGI shall ensure that such information does not include any Misrepresentation concerning it.
- (c) RMR shall provide to TTGI all information regarding RMR and its Affiliates, as may be reasonably required by TTGI in the preparation of the RMR Filing Statement and other

documents related thereto, and RMR shall ensure that the RMR Filing Statement will not contain any Misrepresentation (except that RMR shall not be responsible for any information relating to TTGI or its Affiliates). RMR shall also use commercially reasonable efforts to obtain any necessary consents from its auditors to the use of any financial information required to be included in the RMR Filing Statement and to the identification in the RMR Filing Statement of such auditors.

- (d) RMR and its legal counsel shall be given a reasonable opportunity to review and comment on the RMR Filing Statement prior to the RMR Filing Statement being filed with the TSXV, and reasonable consideration shall be given to any comments made by RMR and its legal counsel, provided, however, that all information relating solely to RMR and its Affiliates included in the RMR Filing Statement shall be in form and content satisfactory to RMR, acting reasonably. TTGI shall provide RMR with a final copy of the RMR Filing Statement prior to the filing with the TSXV.
- (e) RMR and TTGI shall promptly notify each other if at any time before the Effective Date it becomes aware that the RMR Filing Statement contains a Misrepresentation, or that otherwise requires an amendment or supplement to the RMR Filing Statement, and RMR and TTGI shall co-operate in the preparation of any amendment or supplement to the RMR Filing Statement as required or appropriate, and TTGI shall promptly file any amendment or supplement to the RMR Filing Statement with the TSXV.

3.6 **The TTGI Notice.**

- (a) As promptly as reasonably practicable following execution of this Agreement, TTGI shall: (i) prepare the TTGI Notice together with any other documents required by its articles and Applicable Laws, (ii) mail the TTGI Notice as required under Applicable Laws, and (iii) ensure that the TTGI Notice complies with the provisions of the BCBCA and Applicable Laws.
- (b) TTGI shall ensure that the TTGI Notice complies in all material respects with all Applicable Laws, and, without limiting the generality of the foregoing, will ensure that the TTGI Notice will not contain any Misrepresentation (except that TTGI shall not be responsible for any information relating to RMR which has been provided by RMR specifically for inclusion in the TTGI Notice).
- (c) RMR and its legal counsel shall be given a reasonable opportunity to review and comment on the TTGI Notice prior to the TTGI Notice being mailed to TTGI Shareholders, and reasonable consideration shall be given to any comments made by RMR and its legal counsel; provided, however, that all information relating solely to RMR and its Affiliates included in the TTGI Notice shall be in form and content satisfactory to RMR, acting reasonably. TTGI shall provide RMR with a final copy of the TTGI Notice prior to the mailing to the TTGI Shareholders.
- (d) TTGI shall promptly notify RMR if at any time before the Effective Date it becomes aware that the TTGI Notice contains a Misrepresentation, or that otherwise requires an amendment or supplement to the TTGI Notice, and the Parties shall co-operate in the preparation of any amendment or supplement to the TTGI Notice as required or appropriate, and TTGI shall promptly mail or otherwise publicly disseminate any

amendment or supplement to the TTGI Notice to the TTGI Shareholders and, if required by Applicable Laws, file the same with any Governmental Authority and as otherwise required.

3.7 **Implementation of Amalgamation.** TTGI, RMR and Subco agree, subject to the terms and conditions of this Agreement and subject to the approval of the TSXV, to complete the Amalgamation pursuant to Division 3 of Part 9 of the BCBCA and for TTGI and Subco to continue as one corporation as a Subsidiary of RMR upon the following terms and conditions:

- (a) the name of Amalco shall be such name as is determined by TTGI;
- (b) the registered office of Amalco shall be located at 3200 – 650 West Georgia Street, Vancouver, BC, V6B 4P7 at the Effective Time;
- (c) the articles of Amalco shall be substantially in the form set forth in Schedule A;
- (d) each issued and outstanding TTGI Share (other than TTGI Shares held by Dissenting Shareholders) shall be exchanged for RMR Shares on the basis of the Exchange Ratio, and each outstanding TTGI Option and TTGI Warrant shall become an option or warrant of RMR exercisable for RMR Shares on the basis of the Exchange Ratio and with an equivalent exercise price;
- (e) the TTGI Agent's Warrants shall become agent's warrants of RMR exercisable for RMR Shares and warrants of RMR on the basis of the Exchange Ratio and with an equivalent exercise price;
- (f) the directors of Amalco shall be the TTGI Nominees, who shall hold office until the first annual or general meeting of the shareholders of Amalco or until their successors are duly appointed or elected. The subsequent directors shall be elected each year thereafter as provided for in the Articles of Amalco. The management and operation of the business and affairs of Amalco shall be under the control of its board of directors as it is constituted from time to time;
- (g) the officers of Amalco shall be Johan Arnet, Chief Executive Officer, Derek Spratt, Chairman and such other persons as may be designated by TTGI;
- (h) the auditors of Amalco shall be Manning Elliott LLP; and
- (i) there shall be no restrictions on the business that Amalco may carry on.

3.8 **Effects of Certificate of Amalgamation.** On the Effective Date, subject to the BCBCA:

- (a) the Amalgamation and the continuance of TTGI and Subco as one corporation under the terms and conditions prescribed in this Agreement shall be effective;
- (b) the property of each of TTGI and Subco shall continue to be the property of Amalco;
- (c) Amalco shall continue to be liable for the obligations of each of TTGI and Subco;

- (d) any existing cause of action, claim or liability to prosecution with respect to any of TTGI or Subco shall be unaffected;
- (e) any civil, criminal or administrative action or proceeding pending by or against any of TTGI or Subco may be continued to be prosecuted by or against Amalco;
- (f) any conviction against, or ruling, order or judgment in favour of or against, any of TTGI or Subco may be enforced by or against Amalco; and
- (g) the Notice of Articles contained in the Amalgamation Application shall be deemed to be the Notice of Articles of Amalco and the Certificate of Amalgamation shall be deemed to be the Certificate of Incorporation of Amalco;

3.9 General Effects of the Amalgamation. On the Effective Date:

- (a) immediately prior to the Effective Time, pursuant to the TTGI Subscription Receipt Agreement, all of the issued and outstanding TTGI Subscription Receipts will be converted into TTGI Subscription Receipt Units, which are comprised of TTGI Shares and TTGI Subscription Receipt Warrants, in accordance with their terms;
- (b) subject to Section 3.9(d), Section 3.11 and Section 3.13 each TTGI Shareholder (other than Dissenting Shareholders) shall receive fully paid and non-assessable RMR Shares on the basis of the Exchange Ratio, following which all such TTGI Shares shall be cancelled;
- (c) RMR shall receive one (1) fully paid and non-assessable Amalco common share for each one (1) Subco common share held by RMR, following which all such Subco common shares shall be cancelled;
- (d) RMR shall receive one (1) fully paid and non-assessable Amalco common share for each one (1) RMR Share issued pursuant to Section 3.9(b);
- (e) no fractional RMR Shares shall be issued to holders of TTGI Shares; in lieu of any fractional entitlement, the number of RMR Shares issued to each former TTGI Shareholder shall be rounded down to the next greater whole number of RMR Shares without any additional compensation;
- (f) RMR shall add an amount to the paid-up capital maintained in respect of the RMR Shares equal to the aggregate paid-up capital for income tax purposes of the TTGI Shares immediately prior to the Effective Time (less the paid-up capital of any TTGI Shares held by Dissenting Shareholders who do not exchange their TTGI Shares for RMR Shares on the Amalgamation);
- (g) Amalco shall add an amount to the paid-up capital maintained in respect of the Amalco common shares such that the paid-up capital of the Amalco common shares shall be equal to the aggregate paid-up capital for income tax purposes of the Subco common shares and TTGI Shares immediately prior to the Effective Time;

- (h) each outstanding TTGI Option and TTGI Warrant shall become an option or warrant of RMR exercisable for RMR Shares on the basis of the Exchange Ratio and with an equivalent exercise price;
- (i) the TTGI Agent's Warrants shall become agent's warrants of RMR exercisable for RMR Shares and warrants of RMR on the basis of the Exchange Ratio and with an equivalent exercise price; and
- (j) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that are necessary or useful to give effect to the Transaction.

3.10 **Amalgamation Application and Filing.** Subject to the provisions hereof, TTGI and Subco will jointly file, with the Registrar, the Amalgamation Application and such other documents as may be required by the BCBCA to give effect to the Amalgamation as contemplated herein on or before the Effective Date Deadline or such later date as may be agreed to by the Parties.

3.11 **Share Certificates.** On the Effective Date:

- (a) the register of transfers of TTGI Shares shall be closed;
- (b) subject to Section 3.15, the TTGI Shareholders (including the TTGI Shareholders holding TTGI Shares issued upon conversion of the TTGI Subscription Receipts) shall cease to be holders of TTGI Shares and shall be deemed to be the registered holders of the RMR Shares to which they are entitled, calculated in accordance with the provisions hereof;
- (c) certificates representing RMR Shares, or direct registration statements evidencing an entitlement to RMR Shares, issuable to each TTGI Shareholder (including the TTGI Shareholders holding TTGI Shares issued upon conversion of the TTGI Subscription Receipts) pursuant to the Amalgamation will, as soon as practicable, but no later than five (5) Business Days following the Effective Date be forwarded by the Depository to that holder, at the address specified in the central securities register of TTGI, by first class mail (postage prepaid);
- (d) RMR, as the registered holder of Subco common shares, shall cease to be the holder of Subco common shares and shall be deemed to be the registered holder of the Amalco common shares; and
- (e) all share certificates formerly representing TTGI Shares shall be deemed cancelled and any former non-certificated entry or position on the central securities register of TTGI shall be cancelled.

3.12 Subject to the satisfaction of the conditions in Article 6 and Article 7, RMR covenants that on the Effective Date it will issue the RMR Shares to TTGI Shareholders, options and warrants of RMR to holders of TTGI Options and TTGI Warrants, agent's warrants of RMR to holders of TTGI Agent's Warrants and, if not paid in full or converted, a convertible note of RMR to the holder of the TTGI Convertible Note, as specified in this Article 3.

- 3.13 **Restrictions on Securities.** The Parties acknowledge and agree that the securities of RMR issued pursuant to the terms and conditions provided herein shall be subject to compliance with Applicable Laws, including all applicable securities laws.
- 3.14 **Escrow Matters.** TTGI acknowledges that securities of RMR issued in connection with the transactions contemplated herein may be subject to escrow restrictions of the TSXV. TTGI shall use commercially reasonable efforts to arrange for each former securityholder of TTGI that is required to have the securities of RMR issued pursuant to Section 3.9 escrowed in accordance with policies of the TSXV, to enter into and deliver to the transfer agent of RMR for filing with the TSXV a TSXV Escrow Agreement in respect of their securities of RMR.
- 3.15 **Dissenting Shareholders.**
- (a) Each TTGI Shareholder may exercise Dissent Rights in connection with the Amalgamation pursuant to and in the manner set forth in Section 238 of the BCBCA. TTGI shall give RMR (i) prompt notice of any written notices of exercise of Dissent Rights, withdrawals of such notices, and any other instruments served pursuant to the BCBCA and received by TTGI; and (ii) the opportunity to participate in all negotiations and proceedings with respect to such rights. Without the prior written consent of RMR, except as required by Applicable Laws, TTGI shall not make any payment with respect to any such rights or offer to settle or settle any such rights.
 - (b) TTGI Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by Section 3.9. However, if a Dissenting Shareholder fails to perfect or effectively withdraw its claim under Section 238 of the BCBCA or forfeits its right to make a claim under Section 238 of the BCBCA or if its rights as an TTGI Shareholder are otherwise reinstated, such TTGI Shareholder's TTGI Shares shall thereupon be deemed to have been converted as of the Effective Date as prescribed by Section 3.9.
- 3.16 **Recommendation of the TTGI Board of Directors.** TTGI represents and warrants to RMR that its board of directors has unanimously determined that:
- (a) the Amalgamation is fair from a financial point of view to the TTGI Shareholders and is in the best interests of TTGI and the TTGI Shareholders; and
 - (b) the board of directors of TTGI will unanimously recommend that TTGI Shareholders vote in favour of the TTGI Resolution, which recommendation may not be withdrawn, modified or changed in any manner except as set forth herein.

ARTICLE 4 TSXV APPROVALS

- 4.1 **Preparation of Filings.** Each of the Parties shall co-operate and use their reasonable commercial efforts in good faith to take, or cause to be taken, all reasonable actions, including the preparation of the RMR Filing Statement and any applications for TSXV or other regulatory approvals and other orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the Transaction and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement, the Transaction, and to complete

any of the transactions contemplated by this Agreement, including their obligations under Applicable Laws.

**ARTICLE 5
CLOSING CONDITIONS OF TTGI**

- 5.1 The obligation of TTGI to complete the Transaction is subject to the fulfilment of the following conditions precedent on or before the Effective Date or such other time as is specified below:
- (a) the representations and warranties made by each of RMR and Subco in this Agreement shall be true in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties which refer to another date, which shall be true as of that date), and each of RMR and Subco shall have provided to TTGI a certificate of an officer certifying as to such matters on the Effective Date and TTGI shall have no actual knowledge to the contrary;
 - (b) each of RMR and Subco shall have complied in all material respects with their respective covenants in this Agreement and each of RMR and Subco shall have provided to TTGI a certificate of an officer certifying as to such compliance as of the Effective Date and TTGI shall have no actual knowledge to the contrary;
 - (c) before giving effect to the transactions contemplated herein, there shall have been no Material Adverse Change in respect of RMR or Subco or their respective assets or businesses since the date hereof and RMR and Subco shall have provided to TTGI a certificate of an officer certifying as to such matters on the Effective Date and TTGI shall have no actual knowledge to the contrary;
 - (d) RMR shall have provided TTGI with a Certificate of Good Standing for each of RMR and Subco issued by the Registrar of Companies under the BCBCA dated no earlier than one Business Day prior to the Effective Date;
 - (e) the Concurrent Financing shall have been completed;
 - (f) immediately prior to the Effective Time, RMR shall not have more than 2,047,155 RMR Shares issued and outstanding and RMR shall have provided TTGI with a letter from the Depository confirming such;
 - (g) immediately prior to the Effective Time, with the exception of securities of RMR issuable in exchange for securities of TTGI pursuant to this Agreement, there shall be no option, right or privilege (including, without limitation, whether by law, pre-emptive right, contract or otherwise) to purchase, subscribe for, convert into, exchange for or otherwise require the issuance of, nor any agreement, option, right or privilege capable of becoming any such agreement, option, right or privilege, any of the unissued shares or other securities of any of RMR or Subco;
 - (h) each of RMR and Subco shall have furnished TTGI with certified copies of the resolutions duly passed by their respective boards of directors approving this Agreement and the consummation of the transactions contemplated herein, and including, in RMR's case, the allotment and issuance of the aggregate number of RMR

Shares, the issuance of RMR options and warrants in exchange for TTGI Options and TTGI Warrants, the issuance of RMR agent's warrants in exchange for TTGI Agent's Warrants, and, if not paid in full or converted, the issuance of a convertible note of RMR in exchange for the TTGI Convertible Note, in each case as required to be issued in accordance with the terms of this Agreement upon the Amalgamation taking effect;

- (i) RMR shall have furnished TTGI with a certified copy of the Subco Resolutions approving the Amalgamation;
- (j) RMR shall have taken all steps required to effect the Consolidation and Name Change prior to the Effective Time;
- (k) RMR shall have furnished TTGI with a certified copy of the minutes of the RMR Meeting approving the RMR Annual and Special Business;
- (l) RMR shall not have amended, modified, changed or replaced any of its employment agreement terms, severance policies, or other employment agreements from the date hereof until the Effective Time except as provided herein or with the prior written consent of TTGI;
- (m) RMR shall have delivered to the Depositary an irrevocable direction authorizing and directing the Depositary to issue and deliver RMR Shares pursuant to the Amalgamation to the TTGI Shareholders who are entitled to receive such consideration in accordance with Section 3.11 and upon completion of the Amalgamation;
- (n) the RMR Shares to be delivered pursuant to the Amalgamation shall be issued as fully paid and non-assessable common shares in the capital of RMR, free and clear of all Encumbrances, liens, charges, demands of whatsoever nature, except those pursuant to any relevant TSXV policies or applicable securities laws;
- (o) certificates evidencing RMR options and RMR warrants issued in exchange for the TTGI Options and TTGI Warrants, certificates evidencing RMR agent's warrants issued in exchange for TTGI Agent's Warrants, and, if not paid in full or converted, a certificate representing a convertible note of RMR issued in exchange for the TTGI Convertible Note, each in form and substance satisfactory to TTGI, acting reasonably, shall have been delivered to TTGI;
- (p) effective and conditional upon closing of the Amalgamation, the directors and officers of RMR, with the exception of Ralph Garcea, shall have tendered their resignations as a directors and officers of RMR, and the TTGI Nominees shall have been appointed in their place; and
- (q) the directors and officers of RMR, with the exception of Ralph Garcea, shall have executed releases in favour of RMR in form and substance satisfactory to TTGI, acting reasonably.

The foregoing conditions precedent are for the benefit of TTGI and may be waived, in whole or in part, by TTGI in writing at any time. If any of the said conditions precedent shall not be

complied with or waived by TTGI on or before the date required for the performance thereof, TTGI may, in addition to the other remedies it may have at law or equity, rescind and terminate this Agreement by written notice from TTGI to the other Parties pursuant to Article 11.

ARTICLE 6
CLOSING CONDITIONS OF RMR AND SUBCO

- 6.1 The obligation of RMR and Subco to complete the Transaction is subject to fulfilment of the following conditions precedent on or before the Effective Date or such other time as is specified below:
- (a) the representations and warranties made by TTGI in this Agreement shall be true in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties which refer to another date, which shall be true as of that date) and TTGI shall have provided to RMR and Subco a certificate of an officer certifying as to such matters on the Effective Date and RMR and Subco shall have no knowledge to the contrary;
 - (b) TTGI shall have complied in all material respects with its covenants in this Agreement, including the delivery of the Escrow Agreement by all required TTGI securityholders as set out in Section 3.14 above, and TTGI shall have provided to RMR and Subco a certificate of an officer certifying as to such compliance as of the Effective Date and RMR and Subco shall have no actual knowledge to the contrary;
 - (c) before giving effect to the transactions contemplated by this Agreement, there shall have been no Material Adverse Change in respect of TTGI or its assets or Business since the date hereof and TTGI shall have provided to RMR and Subco a certificate of an officer certifying as to such matters on the Effective Date and RMR shall have no actual knowledge to the contrary;
 - (d) TTGI shall have provided RMR with a Certificate of Good Standing for TTGI issued by the Registrar of Companies under the BCBCA dated no earlier than one Business Day prior to the Effective Date;
 - (e) TTGI shall have provided RMR with a Certificate of Good Standing or equivalent certificate for the TTGI Subsidiary issued by the relevant Governmental Authority dated no earlier than one Business Day prior to the Effective Date;
 - (f) immediately prior to the Effective Time the aggregate number of TTGI Shares issued and outstanding shall not be in excess of 57,693,234 except for such number of TTGI Shares as may be issued on the exercise of the TTGI Options, the TTGI Warrants, the TTGI Agent's Warrants or the TTGI Convertible Note;
 - (g) immediately prior to the Effective Time, with the exception of the TTGI Subscription Receipts, the TTGI Options, the TTGI Warrants, the TTGI Agent's Warrants and the TTGI Convertible Note, there shall be no option, right or privilege (including, without limitation, whether by law, pre-emptive right, contract or otherwise) to purchase, subscribe for, convert into, exchange for or otherwise require the issuance of, nor any

agreement, option, right or privilege capable of becoming any such agreement, option, right or privilege, any of the unissued shares or other securities of TTGI;

- (h) TTGI shall have furnished RMR with certified copies of the resolutions duly passed by its board of directors approving this Agreement and the consummation of the transactions contemplated hereby;
- (i) TTGI shall have furnished RMR with a certified copy of the TTGI Resolution, duly passed by not less than 66⅔% of the votes cast by a quorum of the TTGI Shareholders at the TTGI Meeting, or alternately, a unanimous consent resolution in writing of the TTGI Shareholders approving the TTGI Resolution;
- (j) the board of directors of TTGI shall not have withdrawn, modified or changed any of its recommendations, approvals, resolutions or determinations referred to in Section 3.16; and
- (k) TTGI shall ensure that Ralph Garcea, Vassilios Mitoulas and Murray Duncan shall each, effective as of the Effective Time, hold positions with RMR qualifying them to receive stock options of RMR pursuant to the stock option plan of RMR in effect at the Effective Time, and TTGI shall grant to Ralph Garcea, Vassilios Mitoulas and Murray Duncan, an aggregate of 204,000 options of RMR to purchase 204,000 RMR Shares (post-Consolidation), effective as of the Effective Time, in accordance with the policies of the TSXV.

The foregoing conditions precedent are for the benefit of RMR and Subco and may be waived, in whole or in part, by RMR in writing at any time. If any of the said conditions precedent shall not be complied with or waived by RMR on or before the date required for the performance thereof, RMR and Subco may, in addition to the other remedies it may have at law or equity, rescind and terminate this Agreement by written notice to TTGI pursuant to Article 11.

ARTICLE 7 MUTUAL CLOSING CONDITIONS

- 7.1 The obligations of RMR, TTGI and Subco to complete the transactions contemplated herein are subject to fulfilment of the following conditions precedent on or before the Effective Date or such other time as is specified below:
- (a) the TTGI Resolution shall have been passed by TTGI Shareholders on or before the Effective Date Deadline in form and substance satisfactory to each of RMR and TTGI, acting reasonably;
 - (b) the Subco Resolutions shall have been passed by RMR on or before the Effective Date Deadline in form and substance satisfactory to RMR and TTGI, acting reasonably;
 - (c) the Amalgamation Application filed with the Registrar shall be in form and substance satisfactory to RMR and TTGI, acting reasonably;

- (d) RMR shall have obtained the conditional approval of the TSXV for the Transaction and the listing and posting for trading on the TSXV of the RMR Shares subject only to the satisfaction of the customary listing conditions of the TSXV;
- (e) the Effective Date shall have occurred on or prior to the Effective Date Deadline;
- (f) there shall be no action taken under any existing Applicable Laws or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Authority or similar agency, domestic or foreign, that:
 - (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation, or any other transactions contemplated herein; or
 - (ii) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein;
- (g) holders of not greater than 5% of the outstanding TTGI Shares shall have exercised Dissent Rights that have not been withdrawn as at the Effective Date;
- (h) RMR, TTGI and Subco shall have obtained all consents, approvals and authorizations (including, without limitation, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the transactions contemplated herein on terms and conditions reasonably satisfactory to each of RMR and TTGI, acting reasonably; and
- (i) each TTGI Shareholder who is a U.S. Person shall have completed, executed and delivered to TTGI a Certificate of U.S. Accredited Investor Status in the form attached to this Agreement as Schedule D.

The foregoing conditions are for the mutual benefit of the Parties and may be waived, in whole or in part, by mutual agreement of all of the Parties, at any time. If any of the said conditions precedent shall not be complied with or waived as aforesaid on or before the date required for the performance thereof, any Party may, in addition to the other remedies it may have at law or in equity, rescind and terminate this Agreement by written notice to the other Parties, pursuant to Article 11.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES OF TTGI

- 8.1 Except as disclosed in the TTGI Disclosure Letter (which shall make reference to the applicable section, subsection, paragraph or subparagraph below in respect of which such qualification is being made) TTGI represents, warrants and covenants to RMR and Subco as follows, and acknowledges and confirms that RMR and Subco are each relying upon the representations and warranties in connection with the transactions contemplated by this Agreement, which representations and warranties are made as of the date of this Agreement and as of the Effective Date:
- (a) TTGI and the TTGI Subsidiary are each duly organized and validly existing under the laws of the jurisdiction of its incorporation, has the capacity, power and authority to

own or lease its property and assets and to carry on its business (including the Business) as now conducted by it;

- (b) except as disclosed in Section 8.1(b) of the TTGI Disclosure Letter, TTGI and the TTGI Subsidiary are each duly qualified to carry on business in each jurisdiction in which the nature of its business (including the Business) or the property or assets owned or leased by it makes such qualification necessary, except where the failure to be so qualified is not material;
- (c) TTGI does not have any Subsidiaries other than the TTGI Subsidiary, which is wholly owned by TTGI. All of the outstanding shares in the capital of the TTGI Subsidiary are: (i) validly issued and fully-paid and all such shares are owned free and clear of all Encumbrances of any kind or nature whatsoever; and (ii) are free of any other material restrictions including any restriction on the right to vote, sell or otherwise dispose of shares. Other than the TTGI Subsidiary, TTGI does not hold an investment in any Person which is currently material to the Business and affairs of TTGI;
- (d) except as disclosed in Section 8.1(d) of the TTGI Disclosure Letter, TTGI and the TTGI Subsidiary have each complied with and is in compliance with all laws or regulations applicable to the operation of its business (including the Business), including all Applicable Laws, except where failure to do so is not material, and each of TTGI and the TTGI Subsidiary have all licenses, permits, orders or approvals of, and have made all required registrations with, any government or regulatory body that are material to the conduct of its business (including the Business); TTGI and the TTGI Subsidiary are in compliance with the terms and conditions of all licenses, permits, orders or approvals of any government or regulatory body, except for instances of noncompliance which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; all of the licenses, permits, orders or approvals of any government or regulatory body are in good standing, valid, subsisting and in full force and effect; and TTGI and the TTGI Subsidiary have not received any notice of non-compliance, nor does TTGI know of, or have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance or indication relating to the cancellation, revocation, limitation, suspension, adverse modification or refusal to issue or renew any such , permits, orders or approvals of any government or regulatory body;
- (e) TTGI has all requisite corporate power and authority to enter into this Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;
- (f) the execution and delivery of this Agreement and all documents to be delivered pursuant hereto, the performance of the terms hereof and thereof and the consummation of the transactions contemplated herein and therein do not and will not:
 - (i) require any Regulatory Approval, except TSXV approval;
 - (ii) result in the breach of or violate any term or provision of the notice of articles, articles or governing documents of TTGI or the TTGI Subsidiary;

- (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which TTGI or the TTGI Subsidiary is a party or by which TTGI or the TTGI Subsidiary is bound or to which any of their property is subject;
- (iv) result in the creation of any Encumbrance upon any of the assets of TTGI or the TTGI Subsidiary;
- (v) give to any Person any material interest or right, including the right of purchase, termination, cancellation or acceleration under any such agreement, instrument, license, permit or authority; or
- (vi) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to any of TTGI, the TTGI Subsidiary, the TTGI Shares or the respective assets of TTGI or the TTGI Subsidiary,

except to the extent such results or occurrences as set forth in this Section 8.1(f) collectively are not material;

- (g) the execution and delivery of, and performance by TTGI of this Agreement and the consummation of the transactions contemplated hereby, including the Amalgamation, have been duly authorized by all necessary corporate action on the part of TTGI and no other corporate actions on the part of TTGI are necessary to authorize this Agreement or complete the Amalgamation, or any of the transactions otherwise contemplated hereby other than the approval of the Amalgamation by the TTGI Shareholders;
- (h) this Agreement has been duly authorized, executed and delivered by TTGI and all documents to be executed and delivered by TTGI pursuant hereto to any other Party shall be duly executed and delivered and this Agreement constitutes, legal, valid and binding obligations of TTGI enforceable against it in accordance with its terms except as the enforcement thereof may be limited by bankruptcy, insolvency and other Applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;
- (i) except in respect of the Concurrent Financing and as disclosed in Section 8.1(i) of the TTGI Disclosure Letter, TTGI has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agents commission, financial advisory fees or other similar forms of compensation with respect to the transactions contemplated herein;
- (j) there are no actions, suits, other legal, administrative or arbitration proceedings or government investigations commenced, or to the knowledge of TTGI contemplated, at law or in equity or before or by any court or other Governmental Authority and which involve or affect TTGI, the TTGI Subsidiary or any of their respective assets, which is material and, to the best of the knowledge, information and belief of TTGI, there are

no grounds upon which any such actions, suits or proceedings may be commenced with a reasonable likelihood of success;

- (k) neither TTGI nor the TTGI Subsidiary has made any assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. TTGI and the TTGI Subsidiary have not initiated proceedings with respect to a compromise or arrangement with their respective creditors, or for winding-up, liquidation or dissolution. No receiver or interim receiver has been appointed in respect of TTGI, the TTGI Subsidiary or the assets of TTGI or the TTGI Subsidiary and no execution or distress has been levied on any of the assets of TTGI or the TTGI Subsidiary, nor have any proceedings been commenced in respect of any of the foregoing. Neither TTGI nor the TTGI Subsidiary have incurred any liability or disposed of any assets necessary for the operation of their respective businesses (including the Business) as a result of the dissolution or bankruptcy of any corporation that was controlled by TTGI at any time.
- (l) as of the date hereof the authorized capital of TTGI consists of an unlimited number of TTGI Shares. As of the date hereof, (i) 57,693,234 TTGI Shares are validly issued and outstanding as fully paid and non-assessable; and (ii) up to 74,121,806 TTGI Shares will be issued and outstanding immediately prior to the Effective Time if the maximum number of TTGI Subscription Receipts are sold pursuant to the Concurrent Financing closes and the Lead Agent exercises the Over-allotment Option in full;
- (m) as of the date hereof the authorized capital of the TTGI Subsidiary consists of 1,000,000 Class A voting common shares, 1,000,000 Class B voting common shares, 1,000,000 Class C voting common shares, 1,000,000 Class D voting common shares, 1,000,000 Class E non-voting preferred shares, 1,000,000 Class F non-voting preferred shares, 1,000,000 Class G non-voting preferred shares, and 1,000,000 Class H non-voting preferred shares. As of the date hereof, 600 Class A voting common shares, 300 Class B voting common shares and 300 Class C voting common shares are validly issued and outstanding as fully paid and non-assessable;
- (n) TTGI is not a party to any agreement, nor is TTGI aware of any agreement, which in any manner affects the voting control of any of the securities of TTGI;
- (o) except as disclosed in Section 8.1(o) of the TTGI Disclosure Letter, no Person has any agreement, option, right or privilege (including, without limitation, whether by law, pre-emptive right, contract or otherwise) to purchase, subscribe for, convert into, exchange for or otherwise require the issuance of, nor any agreement, option, right or privilege capable of becoming any such agreement, option, right or privilege, any of the unissued shares or other securities of TTGI or the TTGI Subsidiary;
- (p) the minute books of TTGI and the TTGI Subsidiary are true and correct in all material respects and contain the minutes of all meetings and all resolutions of their respective directors and shareholders on the date hereof;
- (q) the TTGI Financial Statements will have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods (except as stated therein) and present fairly, in all material respects, the financial position of TTGI, as of the dates provided

therein and the results of its operations and the changes in financial position for the periods then ended in accordance with IFRS as at the dates thereof;

- (r) no securities commission or similar regulatory authority has issued any order preventing or suspending trading of any securities of TTGI or the TTGI Subsidiary and neither TTGI nor the TTGI Subsidiary is in default of any requirement of Applicable Laws which is material;
- (s) except as disclosed in Section 8.1(s) of the TTGI Disclosure Letter, since June 30, 2021, TTGI and the TTGI Subsidiary has:
 - (i) not amended its articles or other governing documents;
 - (ii) not disposed of any property or assets out of the Ordinary Course;
 - (iii) conducted its business (including the Business) in all material respects in the usual, ordinary and regular course and consistent with past practices;
 - (iv) not suffered any Material Adverse Change, financial or otherwise, in its business (including the Business), assets, rights, properties, condition (financial or otherwise), liabilities, capitalization, operations, prospects or results of operation or any occurrences or circumstances which have resulted or might reasonably be expected to result in a Material Adverse Change thereto;
 - (v) not made any change in its accounting principles and practices as theretofore applied including, without limitation, the basis upon which its assets and liabilities are recorded on its books and its earnings and profits and losses are ascertained;
 - (vi) maintained in effect salary and other compensation levels in accordance with its then existing salary administration program;
 - (vii) neither paid any bonuses or other payments nor entered into any agreements, whether in writing or verbal, providing for payments to be made to any employees, consultants, officers or directors of TTGI in respect of loss of office or loss of employment in connection with the transactions contemplated hereby;
 - (viii) not entered into any agreement or transactions with any director, officer, employee, consultant or any party not at arm's length with TTGI;
 - (ix) not issued any guarantees or made any commitments outside the normal course of business other than as disclosed elsewhere in this Agreement or in writing to RMR prior to the date hereof;
 - (x) not entered into or closed any hedge, swap or other like transaction; and

- (xi) not incurred any material liabilities of any nature, whether accrued, contingent or otherwise or which would be required by IFRS to be reflected on the balance sheet of TTGI;
- (t) TTGI has not approved, is not contemplating and has not entered into any agreement in respect of, nor has any knowledge of: (i) the purchase of any material property or assets or any interest therein (other than in connection with the Amalgamation) or the sale, transfer or disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by TTGI whether by asset sale or transfer of shares or otherwise; or (ii) the change of control, by sale or transfer of shares or sale of all or substantially all of the property and assets of TTGI or otherwise (other than in connection with the Amalgamation), of TTGI;
- (u) except for employment contracts which have been provided to RMR and are identified in Section 8.1(u) of the TTGI Disclosure Letter, there are no contracts or arrangements to which TTGI or the TTGI Subsidiary is a party with any director, officer, employee or consultant of TTGI or the TTGI Subsidiary, or any associate or Affiliate of any such director, officer, employee or consultant, nor is there any indebtedness owing by TTGI or the TTGI Subsidiary to any such parties or by any such parties to TTGI or the TTGI Subsidiary;
- (v) TTGI is not aware of any defects, failures or impairments in the title of TTGI or the TTGI Subsidiary to their respective assets, whether or not an action, suit, proceeding or inquiry is pending or threatened and whether or not discovered by any Person, which in aggregate could have a Material Adverse Effect, financial or otherwise, on the business (including the Business), assets, or anticipated cash-flow of TTGI or the TTGI Subsidiary;
- (w) subject to the rights, covenants, conditions and stipulations in the title documents and any agreement pertaining to their respective assets and on the lessee's or holder's part thereunder to be paid or performed and observed, each of TTGI and the TTGI Subsidiary may enter into and upon, hold and enjoy its property and assets for the remainder of their respective terms and all renewals or extensions thereof for its own use and benefit without any lawful interruption of or by any other Person whomsoever claiming by, through or under it;
- (x) each of TTGI and the TTGI Subsidiary has duly and timely filed, in proper form, returns in respect of taxes under the Tax Act, the *Income Tax Act* (British Columbia), the income tax legislation of any other province of Canada, or any foreign country in which it carries on business (including the Business) or to the jurisdiction of which it is otherwise subject (including but not limited to the United States), and the *Excise Tax Act* (Canada) for all prior periods in respect of which such filings have heretofore been required, and all taxes shown thereon and all taxes owing with respect to periods ending on or prior to December 31, 2020, have been paid or accrued on the books of TTGI and the TTGI Subsidiary, calculated in accordance with Canadian generally acceptable accounting principles, and all payments by TTGI or the TTGI Subsidiary to any non-resident have been made in accordance with all applicable legislation in respect of withholding tax; and each of TTGI and the TTGI Subsidiary has withheld

from each payment made to any of its officers, directors, former directors and employees the amount of all taxes (including, without limitation, income tax) and other deductions required to be withheld therefrom and has paid the same to the proper tax or other authority within the time required under any applicable tax legislation;

- (y) all filings made by TTGI and the TTGI Subsidiary under which any of them has received or is entitled to government incentives, have been made in accordance, in all material respects, with all applicable legislation and contain no Misrepresentation which could cause any amount previously paid to it or previously accrued on the accounts thereof to be recovered or disallowed;
- (z) there are no outstanding agreements or waivers material to TTGI or the TTGI Subsidiary extending the statutory period of limitations applicable to any federal, provincial or other income tax return for any period and there are no issued, or to the knowledge of TTGI proposed, assessments or reassessments respecting TTGI or the TTGI Subsidiary pursuant to which there are amounts owing or discussions in respect thereof with any taxing authority;
- (aa) neither TTGI nor the TTGI Subsidiary is a “reporting issuer” and does not have equivalent status in any province or territory of Canada;
- (bb) the assets of each of TTGI and the TTGI Subsidiary are free and clear of all mortgages, pledges, liens, charges, burdens and Encumbrances (other than Permitted Encumbrances), and other than Permitted Encumbrances, none of them has done any act or suffered or permitted any action to be done whereby any Person has acquired or may acquire an interest in or to its material properties or assets, nor has any of them done any act, omitted to do any act or permitted any act to be done that may adversely affect or defeat its title to any of its material properties or assets;
- (cc) except as disclosed in Section 8.1(cc) of the TTGI Disclosure Letter, neither TTGI nor the TTGI Subsidiary is a party to or bound by any agreement, guarantee, indemnification, or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Person, firm or corporation, or in respect of any assets currently held by them, or formerly held by them and transferred, sold or otherwise disposed of or abandoned by them;
- (dd) all of the data and information in respect of TTGI and the TTGI Subsidiary provided or disclosed to the other Parties or any of their respective officers, employees, agents or other representatives by or on behalf of TTGI was and is accurate and correct in all material respects as of the date on which such information was provided;
- (ee) neither TTGI nor the TTGI Subsidiary has any obligations or liabilities to pay any amount to its employees, consultants, officers and directors other than consulting fees to certain consultants and salary to employees in the Ordinary Course, to the Effective Date, in each case in amounts consistent with its historic practices;
- (ff) each of TTGI and the TTGI Subsidiary have duly and timely satisfied all of the obligations required to be satisfied, performed and observed by it under, and there

exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by it under, any leases or any other agreement pertaining to the assets of TTGI or the TTGI Subsidiary which would be material;

- (gg) each of TTGI and the TTGI Subsidiary hold policies of insurance which are in good standing and which are customary in respect of their respective properties, assets and business (including the Business);
- (hh) each of TTGI and the TTGI Subsidiary hold all registered and/or beneficial interests in any property or equipment used in or by it in the conduct of its business (including the Business);
- (ii) TTGI and the TTGI Subsidiary are not party to any material Contract, written or oral, other than the material Contracts set out in Section 8.1(ii) of the TTGI Disclosure Letter (collectively, the “**TTGI Material Contracts**”);
- (jj) all of the TTGI Material Contracts are valid and binding obligations of TTGI and the TTGI Subsidiary, and to the knowledge of TTGI, of the other parties thereto, enforceable in accordance with its terms and neither TTGI nor the TTGI Subsidiary has terminated, cancelled, renewed or modified in any material respect, any terms or conditions of any TTGI Material Contracts and no proposal or discussions with third parties for such termination, cancellation, modification, amendment or waiver is ongoing. The TTGI Material Contracts do not contain any “change of control” provision, which would be triggered or affected by the transactions contemplated hereby. Each of TTGI and the TTGI Subsidiary have performed in all material respects the obligations required to be performed by it and is entitled to all the benefits under such TTGI Material Contract. Neither TTGI nor the TTGI Subsidiary has violated or breached, in any material respect, any terms or conditions of the TTGI Material Contracts and there exists no default or event of default or event, occurrence, condition or act, which with the giving of notice, lapse of time or the happening of any other event or condition, would become a default or event of default by either TTGI or the TTGI Subsidiary under any such TTGI Material Contract;
- (kk) except as disclosed in Section 8.1(kk) of the TTGI Disclosure Letter, TTGI is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of TTGI to compete in any line of business or transfer or move any assets or operations;
- (ll) neither TTGI nor the TTGI Subsidiary nor to the knowledge of TTGI, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to TTGI, including but not limited to the *United States Foreign Corrupt Practices Act of 1977* and *Corruption of Foreign Public Officials Act (Canada)*, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (A) to any Government Official, whether directly or through any other

person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of TTGI in obtaining or retaining business for or with, or directing business to, any person; or (B) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither TTGI nor the TTGI Subsidiary nor to the knowledge of TTGI, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded TTGI or the TTGI Subsidiary, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case, with respect to any alleged act or omission arising under or relating to noncompliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws;

- (mm) the operations of TTGI and the TTGI Subsidiary are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the **“Applicable Anti-Money Laundering Laws”**) and no action, suit or proceeding by or before any Governmental Authority involving TTGI or the TTGI Subsidiary with respect to Applicable Anti-Money Laundering Laws is, to the knowledge of TTGI, pending or threatened;
- (nn) TTGI and the TTGI Subsidiary each owns or has the right to use all of the Intellectual Property owned or used by it as of the date hereof. All registrations, if any, and filings necessary to preserve the rights of TTGI in the Intellectual Property owned by TTGI have been made and are in good standing. TTGI has no pending action or proceeding, nor, to the knowledge of TTGI, any threatened action or proceeding, against any Person with respect to the use of the Intellectual Property owned by TTGI. To the knowledge of TTGI, the Intellectual Property owned by TTGI does not infringe upon the intellectual property rights of any other Person. Each of TTGI and the TTGI Subsidiary have all Intellectual Property which is necessary to conduct the Business of TTGI. TTGI has no pending action or proceeding, nor, to the knowledge of TTGI, is there any threatened action or proceeding against it with respect to TTGI’s use of the Intellectual Property. No third parties have rights to any material Intellectual Property that is owned by TTGI or the TTGI Subsidiary other than rights acquired pursuant to nonexclusive licenses granted by TTGI or the TTGI Subsidiary in the Ordinary Course. None of the Intellectual Property that is owned by TTGI comprises an improvement to any Intellectual Property that would give any third person any rights to any such Intellectual Property, including, without limitation, rights to license any such

Intellectual Property. If not owned, TTGI and the TTGI Subsidiary have sufficient rights (which are in good standing) to Intellectual Property to carry on the Business of TTGI;

- (oo) each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by TTGI for the benefit of any current or former director, officer, employee or consultant of TTGI or the TTGI Subsidiary (the “**Employee Plans**”) has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case, in all material respects;
- (pp) all material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of TTGI (on a consolidated basis);
- (qq) no material labour dispute, complaint, grievance or other conflict with the employees of TTGI or the TTGI Subsidiary currently exists, or to the knowledge of TTGI is threatened or pending. No union representation exists respecting the employees of TTGI or the TTGI Subsidiary and no collective bargaining agreement is in place or currently being negotiated by TTGI or the TTGI Subsidiary. No action has been taken or, to the knowledge of TTGI, is contemplated to organize or unionize any employees of TTGI or the TTGI Subsidiary that would be material to TTGI and the TTGI Subsidiary, taken as a whole. TTGI and the TTGI Subsidiary are currently in material compliance with all Applicable Laws and regulations respecting employment and employment practices, workers’ compensation, occupational health and safety and similar legislation, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders of a material nature against either of them under applicable workers’ compensation legislation, occupational health and safety or similar legislation nor has any event occurred which would reasonably be expected to give rise to any such material claim;
- (rr) there are no complaints against TTGI or the TTGI Subsidiary before any employment standards branch or tribunal or human rights tribunal, nor has there been any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation that would have a Material Adverse Effect. There are no outstanding decisions or settlements or pending settlements under applicable employment standards laws which place any material obligation upon TTGI or the TTGI Subsidiary to do or refrain from doing any act;
- (ss) with respect to each of the Leased Premises, TTGI and the TTGI Subsidiary occupy the Leased Premises and each has the right to occupy and use the Leased Premises and each of the leases pursuant to which TTGI and the TTGI Subsidiary occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by TTGI, will not afford any of the

parties to such leases the right to terminate such lease or result in any additional or more onerous obligations under such leases. Neither TTGI nor the TTGI Subsidiary are in default or breach, in any material respect, of any real property lease, and neither TTGI nor the TTGI Subsidiary have received any notice or other communication from the owner or manager of any real property leased by TTGI or the TTGI Subsidiary that TTGI or the TTGI Subsidiary is not in compliance, in any material respect, with any real property lease, and to the knowledge of TTGI , no such notice or other communication is pending or has been threatened;

- (tt) TTGI and the TTGI Subsidiary has good and marketable title to the respective material property and assets owned by them including, the Leased Premises, in each case with TTGI's and the TTGI Subsidiary's interest therein being free and clear of all Encumbrances except for Permitted Encumbrances;
- (uu) none of the current directors, officers or employees of TTGI or the TTGI Subsidiary, any known holder of more than 10% of any class of shares of TTGI or the TTGI Subsidiary or any known associate or Affiliate of any of the foregoing persons or companies, has any material interest, direct or indirect, in any proposed material transaction with TTGI or the TTGI Subsidiary which, as the case may be, materially affected, is material to or is reasonably expected to materially affect TTGI and the TTGI Subsidiary on a consolidated basis;
- (vv) neither TTGI nor the TTGI Subsidiary is a party to any indebtedness nor does TTGI or the TTGI Subsidiary have any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" with TTGI or the TTGI Subsidiary; and
- (ww) to the knowledge of TTGI, none of the directors or officers of TTGI (including upon completion of the Qualifying Transaction) are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange that currently prohibits such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES OF RMR AND SUBCO

- 9.1 Each of RMR and Subco jointly and severally represents, warrants and covenants to TTGI as follows, and acknowledges and confirms that TTGI is relying on such representations and warranties in connection with the transactions contemplated in this Agreement, which representations and warranties are made as of the date of this Agreement and as of the Effective Date:
- (a) each of RMR and Subco is duly organized and validly existing under the laws of the jurisdiction of its organization, has the capacity, power and authority to own or lease its property and assets and to carry on its business as now conducted by it;
 - (b) each of RMR and Subco is duly qualified to carry on business in each jurisdiction in which the nature of its business or the property or assets owned or leased by it makes

such qualification necessary, except where the failure to be so qualified is not material;

- (c) RMR does not have any Subsidiaries other than Subco, and RMR beneficially owns directly all of the issued and outstanding securities of Subco. All of the outstanding shares in the capital of Subco are validly issued and fully-paid and all such shares are owned free and clear of all Encumbrances of any kind or nature whatsoever;
- (d) each of RMR and Subco has complied with and is in compliance with all laws or regulations applicable to the operation of its business, including all Applicable Laws, except where failure to do so is not material, and each of RMR and Subco has all licenses, permits, orders or approvals of, and have made all required registrations with any government or regulatory body that are material to the conduct of its business;
- (e) each of RMR and Subco has all requisite corporate power and authority to enter into this Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;
- (f) the execution and delivery of this Agreement and all documents to be delivered pursuant hereto, the performance of the terms hereof and thereof and the consummation of the transactions contemplated herein and therein do not and will not:
 - (i) result in the breach of or violate any term or provision of the articles or governing documents of either of RMR and Subco;
 - (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which RMR or Subco is a party or by which either of them is bound or to which any of their property is subject;
 - (iii) result in the creation of any Encumbrance upon any of the assets of RMR or Subco;
 - (iv) give to any Person any material interest or right, including the right of purchase, termination, cancellation or acceleration under any such agreement, instrument, license, permit or authority; or
 - (v) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to either of RMR or Subco or their respective assets,

except to the extent such results or occurrences as set forth in this Section 9.1(f) collectively are not material;

- (g) this Agreement has been duly authorized, executed and delivered by each of RMR and Subco and all documents to be executed and delivered by RMR and Subco hereto to any other Party shall be duly executed and delivered and this Agreement constitutes, legal, valid and binding obligations of each of RMR and Subco enforceable against

them in accordance with their terms except as the enforcement thereof may be limited by bankruptcy, insolvency and other Applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

- (h) the execution and delivery of, and performance by RMR of this Agreement and the consummation of the transactions contemplated hereby, including the Amalgamation, have been duly authorized by all necessary corporate action on the part of RMR and no other corporate actions on the part of RMR are necessary to authorize this Agreement or complete the Amalgamation, or any of the transactions otherwise contemplated hereby other than the approval of the RMR Shareholders of the RMR Annual and Special Business;
- (i) RMR has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agents commission, financial advisory fees or other similar forms of compensation with respect to the transactions contemplated herein;
- (j) there are no actions, suits, other legal, administrative or arbitration proceedings or government investigations commenced, or to the knowledge of RMR contemplated, at law or in equity or before or by any court or other Governmental Authority and which involve or affect RMR or the RMR assets which is material and, to the best of the knowledge, information and belief of RMR, there are no grounds upon which any such actions, suits or proceedings may be commenced with a reasonable likelihood of success;
- (k) as of the date hereof, the authorized capital of RMR consists of an unlimited number of Class "A" Common Shares of which 10,235,775 Class "A" Common Shares are validly issued and outstanding as fully paid and non-assessable;
- (l) upon issue, the RMR Shares issuable in connection with the Transaction will be validly issued as fully paid and non-assessable Class "A" Common Shares in the capital of RMR;
- (m) the authorized capital of Subco consists of an unlimited number of common shares, of which as at the date hereof, 100 common shares are issued and outstanding as fully paid and non-assessable and which are legally and beneficially owned by RMR;
- (n) no Person has any agreement, option, right or privilege (including, without limitation, whether by law, pre-emptive right, contract or otherwise) to purchase, subscribe for, convert into, exchange for or otherwise require the issuance of, nor any agreement, option, right or privilege capable of becoming any such agreement, option, right or privilege, any of the unissued shares or other securities of RMR;
- (o) no Person has any agreement, option, right or privilege (including, without limitation, whether by law, pre-emptive right, contract or otherwise) to purchase, subscribe for, convert into, exchange for or otherwise require the issuance of, nor any agreement, option, right or privilege capable of becoming any such agreement, option, right or privilege, any of the unissued shares or other securities of Subco;

- (p) the respective minute books of each of RMR and Subco are true and correct in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof;
- (q) the RMR Financial Statements will have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods (except as stated therein) and present fairly, in all material respects, the financial position of RMR, as of the dates provided therein and the results of its operations and the changes in financial position for the periods then ended in accordance with IFRS as at the dates thereof;
- (r) except for the trading halt imposed by the TSXV on August 9, 2021, no securities commission, stock exchange or similar regulatory authority has issued any order preventing or suspending trading of any securities of RMR or Subco and neither of RMR nor Subco is in default of any requirement of Applicable Laws which is material;
- (s) the information and statements set forth in the RMR Public Documents were true, correct and complete in all material respects and did not contain any Misrepresentation, as of their respective dates, and RMR has not filed any confidential material change reports which continue to be confidential;
- (t) since December 31, 2020, RMR has:
 - (i) not amended its articles or other governing documents;
 - (ii) not disposed of any property or assets out of the Ordinary Course;
 - (iii) conducted its business in all material respects in the usual, ordinary and regular course and consistent with past practice;
 - (iv) not suffered any Material Adverse Change, financial or otherwise, in its business, assets, rights, properties, condition (financial or otherwise) liabilities, capitalization, operations, prospects or results of operation (taken as a whole) or any occurrences or circumstances which have resulted or might reasonably be expected to result in a Material Adverse Change thereto;
 - (v) not made any change in its accounting principles and practices as theretofore applied including, without limitation, the basis upon which its assets and liabilities are recorded on its books and its earnings and profits and losses are ascertained;
 - (vi) maintained in effect salary and other compensation levels in accordance with its then existing salary administration program;
 - (vii) neither paid any bonuses or other payments nor entered into any agreements, whether in writing or verbal, providing for payments to be made to any employees, consultants, officers or directors of RMR in respect of loss of office or loss of employment in connection with the transactions contemplated hereby;

- (viii) not entered into any agreement or transactions with any director, officer, employee, consultant or any party not at arm's length with RMR;
 - (ix) not issued any guarantees or made any commitments outside the normal course of business other than as disclosed elsewhere in this Agreement or in writing to TTGI prior to the date hereof;
 - (x) not entered into or closed any hedge, swap or other like transaction; and
 - (xi) not incurred any material liabilities of any nature, whether accrued, contingent or otherwise or which would be required by IFRS to be reflected on the balance sheet of RMR;
- (u) other than the escrow agreement dated July 15, 2021 between RMR, the Escrow Agent and certain securityholders of RMR, there are no contracts or arrangements to which either RMR or Subco is a party with any director, officer, employee or consultant of RMR or Subco or any associate or Affiliate of any such director, officer, employee or consultant, nor is there any indebtedness owing by RMR or Subco to any such parties or by any such parties to RMR or Subco;
- (v) RMR has duly and timely filed, in proper form, returns in respect of taxes under the Tax Act, the income tax legislation of any other province of Canada or any foreign country in which it carries on business or to the jurisdiction of which it is otherwise subject for all prior periods in respect of which such filings have heretofore been required, and all taxes shown thereon and all taxes owing with respect to periods ending on or prior to December 31, 2020, have been paid or accrued on the books of RMR, calculated in accordance with Canadian generally acceptable accounting principles and all payments by RMR to any non-resident of Canada have been made in accordance with all applicable legislation in respect of withholding tax; and RMR has withheld from each payment made to any of its officers, directors, former directors and employees the amount of all taxes (including, without limitation, income tax) and other deductions required to be withheld therefrom and has paid the same to the proper tax or other authority within the time required under any applicable tax legislation;
- (w) there are no outstanding agreements or waivers material to RMR extending the statutory period of limitations applicable to any federal, provincial or other income tax return for any period and there are no proposed or issued assessments or reassessments respecting RMR material to RMR or the RMR assets pursuant to which there are amounts owing or discussions in respect thereof with any taxing authority;
- (x) RMR is not a party to any written contract of employment or collective bargaining agreement and there are no currently existing employment benefit plans, arrangements or agreements to which RMR is a party or by which it is bound;
- (y) RMR is a "reporting issuer" or has equivalent status in each of Alberta, British Columbia and Ontario, the Class "A" Common Shares of RMR are listed on the TSXV and, RMR is not in default of any requirement of Applicable Laws that remains

outstanding, except for defaults that would not result in or reasonably be expected to result in a Material Adverse Change;

- (z) the RMR assets are free and clear of all mortgages, pledges, liens, charges, burdens and Encumbrances (other than Permitted Encumbrances), and other than Permitted Encumbrances, it has done no act or suffered or permitted no action to be done whereby any Person has acquired or may acquire an interest in or to its material properties or assets, nor has it done any act, omitted to do any act or permitted any act to be done that may adversely affect or defeat its title to any of its material properties or assets;
- (aa) neither RMR nor Subco is a party to or bound by any agreement, guarantee, indemnification, or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Person, firm or corporation, or in respect of any assets currently held by them, or formerly held by them and transferred, sold or otherwise disposed of or abandoned by them;
- (bb) all of the data and information in respect of RMR and Subco provided or disclosed to the TTGI or any of its officers, employees, agents or other representatives by or on behalf of RMR was and is accurate and correct in all material respects as of the date on which such information was provided;
- (cc) RMR has no obligations or liabilities to pay any amount to its employees, consultants, officers and directors other than salary to employees in the Ordinary Course and quarterly payments to the directors, to the Effective Date, in each case in amounts consistent with its historic practices;
- (dd) there are no material contracts or agreements to which RMR is a party, or by which it is bound, other than as disclosed in the RMR Public Documents. Each material contract is a valid and binding obligation of RMR, and to the knowledge of RMR, of the other parties thereto, enforceable in accordance with its terms and RMR has not terminated, cancelled, renewed or modified in any material respect, any terms or conditions of any material contracts and no proposal or discussions with third parties for such termination, cancellation, modification, amendment or waiver is ongoing. Such agreements do not contain any "change of control" provision, which would be triggered or affected by the transactions contemplated hereby. RMR has performed in all material respects the obligations required to be performed by it and is entitled to all the benefits under such material contracts. RMR has not violated or breached, in any material respect, any terms or conditions of such material contracts and there exists no default or event of default or event, occurrence, condition or act, which with the giving of notice, lapse of time or the happening of any other event or condition, would become a default or event of default by RMR under any such material contract;
- (ee) RMR is not a "non-Canadian" within the meaning of the *Investment Canada Act* (Canada); and
- (ff) Subco has no assets, or liabilities, has not carried on any business since its incorporation, and this Agreement is the only agreement to which Subco is or at any time has been a party.

**ARTICLE 10
MUTUAL COVENANTS**

10.1 Each of RMR and TTGI covenant and agree that, until the earlier of the Effective Date or the date on which this Agreement is terminated and unless otherwise contemplated herein:

- (a) other than as contemplated herein or as otherwise approved by the other Parties in writing, none of them will, directly or indirectly, do or permit to occur, any of the following:
 - (i) except for (A) payables existing at the date hereof which are disclosed in the TTGI Disclosure Letter, and (B) legal, audit and printing costs in connection with the transactions contemplated by this Agreement, or with the consent of the other Parties, acting reasonably, make, commit, or allow commitments to make, any expenditures exceeding, in the aggregate, \$10,000 other than in the Ordinary Course;
 - (ii) other than in the case of the TTGI Subscription Receipts, securities issuable as contemplated by this Agreement or securities issuable on conversion of convertible securities outstanding as of the date of this Agreement, issue, sell, pledge, lease, dispose of, encumber or agree to issue, sell, pledge, lease, dispose of or encumber any additional shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares or other securities of, any capital stock or other securities;
 - (iii) other than the Consolidation, split, combine or reclassify any outstanding Shares or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to any of their respective Shares;
 - (iv) redeem, purchase or offer to purchase any of their respective Shares or other securities;
 - (v) reorganize, amalgamate, arrange or merge with any other Person;
 - (vi) reduce its stated capital;
 - (vii) acquire or agree to acquire (by merger, amalgamation, arrangement, acquisition of securities or assets or otherwise) any Person or division or any assets or properties other than in the Ordinary Course;
 - (viii) other than securities issuable as contemplated by this Agreement, incur or commit to incur any indebtedness for borrowed money or issue any debt securities;
 - (ix) enter into or modify any employment, severance, collective bargaining or similar agreements or arrangements with, or grant any bonuses, salary increases, benefit increases, severance or termination pay to, any officers, directors, employees or consultants other than pursuant to agreements and arrangements previously entered into or in accordance with this Agreement;

- (x) adopt or amend any bonus, profit sharing, incentive, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or arrangement for the benefit or welfare of any employee;
 - (xi) enter into any transaction not in the Ordinary Course or pay any dividends or make any distributions to their respective shareholders;
 - (xii) conduct any activity or operations that would be otherwise detrimental to the completion of the Transaction;
 - (xiii) other than pursuant to commitments entered into prior to the date of the Agreement and disclosed to the other Parties in writing prior to the date hereof, pay, discharge or satisfy any material claims, liabilities or obligations other than in the Ordinary Course;
 - (xiv) enter into or close any hedge, swap or other like transaction;
 - (xv) make any payment to any director, officer or employee outside of their ordinary and usual compensation for services provided;
 - (xvi) grant any officer, director or employee an increase in compensation in any form or take any action with respect to the amendment or grant of any severance or termination pay policies or arrangements;
 - (xvii) disclose to any Person other than its officers, directors, key employees and professional advisors, any confidential information relating to the other Parties, except for confidential information required to be disclosed by law or otherwise known to it or the public;
 - (xviii) take any action that would render, or that reasonably may be expected to render, any material representation or warranty made by it in this Agreement untrue at any time prior to the Transaction becoming effective unless as otherwise contemplated herein; and
 - (xix) except as may be required by law or to secure any approvals, consents or authorizations necessary to carry out the transactions contemplated by this Agreement, and subject always to Section 14.1, issue any public statements with respect to the transactions contemplated by this Agreement without the prior consent and approval of the other Parties.
- (b) Each of RMR and TTGI shall:
- (i) use its reasonable commercial efforts to fulfill or cause the fulfillment of the conditions set forth in Articles 5, 6 and 7, as applicable, as soon as reasonably possible to the extent the fulfillment of the same is within its control;
 - (ii) conduct its business only in and not take any action except in, the usual, ordinary and regular course of business and consistent with past practice and

not take any action which may reasonably be expected to result in a Material Adverse Change, including, without limiting the generality of the foregoing, the entering into of employment, consultancy or severance agreements or other arrangements with any of its directors or officers without the other Parties' written consent or as contemplated herein;

- (iii) maintain insurance on and in respect of all its assets in like kind to, and in an amount not less than the amount of, insurance with respect to its assets in effect on the date hereof;
- (iv) use its reasonable commercial efforts to preserve intact its business organization and goodwill, to keep available the services of its officers and employees and to maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with it;
- (v) provide to the other Parties reports on its operations and affairs as may be reasonably requested from time to time by the other Parties;
- (vi) cooperate with the other Parties to enable an orderly integration of its business with those of the other Parties after the Effective Date;
- (vii) promptly notify the other Parties orally and in writing of any Material Adverse Change, and of any material governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated) which is material to it;
- (viii) make available and cause to be made available to the other Parties, their respective agents and advisors, as the other Parties may reasonably request, all documents and agreements (including without limitation, any correspondence between it and its advisors, or any governmental body and all minute books) and access to its premises, records, computer systems and employees in any way relating to or affecting its financial status and such other documents or agreements as may be necessary to enable the other Parties to verify the truth of its representations and warranties herein and compliance by it with the terms and conditions hereof, except where it is contractually precluded from making such document or agreement available, and cooperate with the other Parties in securing access for the other Parties to any such documentation not in its possession or under its control;
- (ix) indemnify and save harmless the other Parties and the respective directors, officers and agents of the other Parties from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the other Parties, or any director, officer or agent thereof, may be subject or which the other Parties, or any director, officer or agent thereof, may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any Misrepresentation or alleged Misrepresentation in the RMR Circular, the RMR Filing Statement or in the TTGI Notice or other materials delivered to the TTGI Shareholders to obtain their

approval of the TTGI Resolution, other than Misrepresentations respecting the other Parties, their respective business and assets contained in information provided to it by the other Parties for inclusion in such materials;

- (x) make other necessary filings and applications under applicable Canadian federal and provincial laws and regulations required on its part in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations;
- (xi) use its reasonable commercial efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct on and as of the Effective Date as if made thereon except as otherwise contemplated herein.

10.2 Subject to the provisions of Sections 10.3 and 10.4, neither RMR nor TTGI shall, directly or indirectly, through officers, directors, employees, Affiliates, representatives, advisors, agents, investment bankers, consultants or otherwise, take any action to solicit, initiate, encourage, or participate in any discussions or negotiations with any Person, provide any non-public information to any Person or otherwise assist or cause or facilitate anyone else to solicit, initiate, encourage, or participate in any discussions or negotiations with any Person, or provide any nonpublic information to any Person or otherwise assist with respect to: (A) any transaction that may constitute a Take-over Proposal; or (B) any other transaction, the consummation of which would, or could reasonably be expected to, impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to reduce the benefits to the other Parties under this Agreement and will not waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any of its rights or other benefits under any confidentiality agreements existing as of the date hereof, including, without limitation, any standstill provisions thereunder; provided, however, that subject to Sections 10.3 and 10.4 hereof, the board of directors of TTGI may consider, negotiate, accept, approve or recommend to its shareholders, or enter into an agreement, understanding or arrangement in respect of, an unsolicited Superior Proposal (as defined herein).

10.3 Prior to considering, negotiating, accepting, approving or recommending to its shareholders or entering into an agreement, understanding or arrangement in respect of, an unsolicited Superior Proposal, TTGI shall:

- (a) advise RMR in writing of the existence and terms of any such offer or proposal and provide copies thereof to RMR as soon as reasonably possible following its receipt thereof;
- (b) provide copies of any information provided to the Person making the Superior Proposal, which has not already been made available to RMR; and
- (c) if requested by RMR, prior to accepting, recommending, approving or entering into any agreement to implement the Superior Proposal, to negotiate in good faith with RMR and its legal and financial advisors for a period of up to three (3) Business Days to permit RMR, if practicable, to propose such adjustments in the terms and conditions of this Agreement as may be necessary or advisable such that, in the bona fide opinion

of TTGI's board of directors, the Take-Over Proposal is no longer a Superior Proposal. In the event that RMR proposes to so amend this Agreement to provide substantially equivalent or superior value to that provided under the Superior Proposal, TTGI shall not accept, recommend, approve or enter into any agreement to implement the Superior Proposal.

- 10.4 Subject to compliance with Section 10.3 hereof, if prior to the completion of the Transaction, a bona fide Take-Over Proposal is proposed, offered or made to TTGI or to the TTGI Shareholders which, in the bona fide opinion of TTGI's board of directors would result in a financially superior transaction, directly or indirectly, for the TTGI Shareholders than that contemplated by the Transaction (any such Take-Over Proposal being referred to herein as a "**Superior Proposal**"), TTGI's board of directors may withdraw, modify or change its approval of the transactions contemplated by this Agreement if, in the opinion of TTGI's board of directors acting reasonably and upon the written advice of its legal counsel, such withdrawal, modification or change is required or would be consistent with the fiduciary duties of TTGI's board of directors under Applicable Laws.
- 10.5 **Provision for Access.** TTGI shall, and shall cause the TTGI Subsidiary to: (i) permit RMR, and its employees, agents, counsel, accountants or other representatives between the date of this Agreement and the Effective Date, without undue interference to the ordinary conduct of the Business, to have reasonable access during normal business hours and upon reasonable notice to: (a) the premises of TTGI, (b) the assets of TTGI and, in particular to any information, including all books and records available to TTGI, (c) all Contracts, and (d) the senior personnel of TTGI, and (ii) furnish to RMR or its employees, agents, counsel, accountants or other representatives such financial and operating data and other information with respect to the assets of TTGI and TTGI, as RMR shall from time to time reasonably request.

ARTICLE 11 TERMINATION

- 11.1 This Agreement may, prior to the filing of the Amalgamation Application, be terminated by mutual written agreement of the Parties.
- 11.2 Notwithstanding any other rights contained herein, either RMR or TTGI may terminate this Agreement provided that it is not materially in default of any of its representations, warranties or covenants under this Agreement, upon notice to the other:
- (a) if the TTGI Resolution does not receive the requisite TTGI Shareholder approval in accordance with Applicable Laws;
 - (b) in the event the Transaction has not become effective on or before the Effective Date Deadline, unless otherwise agreed to by the Parties;
 - (c) if a Material Adverse Change in respect of any other Party shall have occurred after the date of this Agreement;
 - (d) if any other Party shall be in breach of any of its covenants, agreements or representations and warranties contained herein and such breaching Party fails to cure such breach within fourteen (14) Business Days after receipt of written notice

thereof from any other Party (except that no cure period shall be provided for a breach which by its nature cannot be cured);

- (e) upon TTGI accepting a Superior Proposal pursuant to Section 10.4 hereof; or
- (f) if any condition of closing that is for its benefit has not been satisfied or waived on or before the Effective Date Deadline.

11.3 The exercise by any Party of any right of termination hereunder shall be without prejudice to any other remedy available to such Party.

11.4 If this Agreement is validly terminated pursuant to any provision of this Agreement, each Party shall return all materials and copies of all materials delivered to it by the other Parties or their agents, as the case may be, and, except for the obligations set forth in Section 13.2 (which shall survive any termination of this Agreement and continue in full force and effect), no Party shall have any further obligations to any other Party hereunder with respect to this Agreement; provided, however, that nothing contained in this Section 11.4 shall relieve or have the effect of relieving any Party in any way from liability or damages incurred or suffered by any other Party as a result of a breach of this Agreement or as a result of any representation or warranty of any other Party set out in this Agreement being materially untrue or incomplete. The covenants contained in this Section 11.4 shall survive any termination of this Agreement and continue in full force and effect.

ARTICLE 12 AMENDMENT

12.1 This Agreement may, at any time and from time to time before or after the date of approval of the TTGI Resolution be amended by written agreement of the Parties without further notice to or authorization on the part of their respective securityholders, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation, term or provision contained herein or in any document delivered pursuant hereto; or
- (c) waive compliance with or modify any of the covenants or conditions herein contained and waive or modify performance of any of the obligations of the Parties;

provided that any such amendment may not reduce or materially adversely affect the consideration to be received by the TTGI Shareholders.

ARTICLE 13 COSTS

13.1 Except as contemplated herein, each Party covenants and agrees to bear its own costs and expenses in connection with the transactions contemplated hereby.

- 13.2 In the event the Transaction does not occur and this Agreement is terminated under Section 11.2(e), RMR will be entitled to receive from TTGI its reasonable legal, accounting and other professional fees incurred by it in respect of the Transaction to a maximum of \$150,000, upon receipt by TTGI of invoices for such expenses.
- 13.3 RMR acknowledges that the payment of the amount set out in Section 13.2 is a payment of liquidated damages which is a genuine pre-estimate of the damages which RMR shall suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement and is not a penalty. TTGI irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, RMR agrees that payment of the amount pursuant to Section 13.2 is its sole remedy in respect of the event giving rise to such payment provided, however, that this limitation shall not apply in the event of fraud by TTGI.

ARTICLE 14 DISCLOSURE

- 14.1 Upon execution of this Agreement, the Parties shall issue a joint press release which announces that the Parties have entered into a formal agreement providing for the implementation of the Transaction. No Party shall disclose, by press release, any aspect of the transactions contemplated hereby, without prior written consent of the other Parties. Notwithstanding the foregoing, if any Party is required by law, stock exchange rules or policies or administrative regulation to make any disclosure relating to the transactions contemplated herein, such disclosure may be made, but that Party will inform, to the extent reasonably feasible, the other Parties as to the wording of such disclosure prior to its being made.

ARTICLE 15 NOTICES

- 15.1 Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to any other Party shall be in writing and may be given by delivering same or sending same by email transmission or by hand delivery addressed to the Party to whom the notice is to be given at its address for service herein. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day and, if not, the next succeeding Business Day) and if sent by email transmission be deemed to have been given and received at the time of receipt unless actually received after 4:00 p.m. at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day.
- 15.2 The address for service of each of the Parties shall be as follows:

if to RMR or Subco:

RMR Science Technologies Inc.
3500 – 157A Street
Surrey, BC V3Z 3V7
Email: rbhutch@me.com
Attention: Rob Hutchison

if to TTGI:

Turnium Technology Group, Inc.
1127 – 15th Street West
North Vancouver, BC V7P 1M7
Email: johan@ttgi.io
Attention: Joan Arnet

ARTICLE 16 STANDSTILL

- 16.1 Prior to termination of this Agreement, neither RMR nor TTGI will, nor shall any of their representatives directly or indirectly, alone or jointly or in concert with any other Person:
- (a) acquire or agree to acquire, or make any proposal or make any offer to acquire, in any manner, either directly or indirectly, any assets or securities of any other Party or any Subsidiary thereof, including, without limitation, commencing any “take-over bid” or “exempt take-over bid” (as such terms are defined in the *Securities Act* (British Columbia)) for any securities of any other Party (provided that the provisions hereof shall not be interpreted to prohibit any Party or its Affiliates from continuing to conduct business with any other Party in the Ordinary Course);
 - (b) solicit proxies from, or otherwise attempt to influence the conduct of, holders of securities of any other Party;
 - (c) form, join or in any way participate as a “control person” as such term is defined in the *Securities Act* (British Columbia) with respect to the equity of any other Party; or
 - (d) engage in any discussions or negotiations or enter into any agreement, commitment or understanding, or otherwise act jointly or in concert with any Person to propose or effect any business combination, equity or asset transaction of any nature or kind with respect to any other Party or its Affiliates, or to influence the conduct of any other Party, its Affiliates or its directors.

ARTICLE 17 PRIVACY ISSUES

- 17.1 For the purposes of this Article 17, the following definitions shall apply:
- (a) “**applicable law**” means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of and the terms of all judgments, orders and decrees issued by any authorized authority by which such Person is bound or having application to the transaction or event in question, including applicable privacy laws;
 - (b) “**applicable privacy laws**” means any and all applicable laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic*

Documents Act (Canada) and/or any comparable provincial law including the Personal Information Protection Act (British Columbia);

- (c) **“authorized authority”** means, in relation to any Person, transaction or event, any (a) federal provincial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign, (b) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, and (d) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, transaction or event; and
- (d) **“Personal Information”** means information about an individual.
- 17.2 The Parties hereto acknowledge that they are responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of Personal Information acquired by or disclosed to either Party pursuant to or in connection with this Agreement (the **“Disclosed Personal Information”**).
- 17.3 No Party shall use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Transaction.
- 17.4 Each Party acknowledges and confirms that the disclosure of the Disclosed Personal Information is necessary for the purposes of determining if the Parties shall proceed with the Transaction, and that the disclosure of the Disclosed Personal Information relates solely to the carrying on of the business and the completion of the Transaction.
- 17.5 Each Party acknowledges and confirms that it has and shall continue to employ appropriate technology and procedures in accordance with Applicable Laws to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.
- 17.6 Each Party shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Parties’ obligations hereunder. Each Party shall ensure that access to the Disclosed Personal Information shall be restricted to those employees or advisors of the respective Party who have a *bona fide* need to access such information in order to complete the Transaction.
- 17.7 Each Party shall promptly notify the other Parties to this Agreement of all inquiries, complaints, requests for access, and claims of which the Party is made aware in connection with the Disclosed Personal Information. The Parties shall fully co-operate with one another, with the Persons to whom the Personal Information relates, and any authorized authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, and claims.

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

**ARTICLE 18
TIME**

- 18.1 Time shall be of the essence in this Agreement.

**ARTICLE 19
ENTIRE AGREEMENT**

- 19.1 This Agreement, from the date hereof constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the Parties with respect to the subject matter hereof, and is not intended to confer upon any other Person any rights or remedies hereunder.

**ARTICLE 20
SEVERABILITY**

- 20.1 If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:
- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
 - (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

**ARTICLE 21
FURTHER ASSURANCES**

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

**ARTICLE 22
GOVERNING LAW**

- 22.1 This Agreement shall be governed by, and be construed in accordance with the laws of the Province of British Columbia and applicable laws of Canada but the reference to such laws shall

not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia.

- 22.2 Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

**ARTICLE 23
EXECUTION IN COUNTERPARTS**

- 23.1 This Agreement may be executed in identical counterparts and by electronic means, each of which is and is hereby conclusively deemed to be an original and counterparts collectively are to be conclusively deemed one instrument.

**ARTICLE 24
WAIVER**

- 24.1 No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

**ARTICLE 25
ENUREMENT AND ASSIGNMENT**

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

(Signature page follows)

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

RMR SCIENCE TECHNOLOGIES INC.

By:

"Robin Bruce Hutchison"
Authorized Signatory

TURNIUM TECHNOLOGY GROUP, INC.

By:

"Johan Arnet"
Authorized Signatory

1333633 B.C. LTD

By:

"Robin Bruce Hutchison"
Authorized Signatory

**SCHEDULE A
ARTICLES OF AMALCO**

TTGI OpCo Inc.
(the “Company”)

ARTICLES

The Company has as its articles the following articles:

_____ XX , Director	<p style="text-align: center;">Date of Signing</p> XX, 2021
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1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

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

1.2 *Business Corporations Act and Interpretation Act Definitions Applicable*

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

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

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

2.2 Form of Share Certificate

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

2.3 Shareholder Entitled to Certificate or Acknowledgment

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

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder’s right to obtain a share certificate may be sent to the shareholder by mail at the shareholder’s registered address and neither the Company nor any

director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgment

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

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

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

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

- (1) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed;
- (2) an indemnity bond sufficient in the Company's judgment to protect the Company from any loss that the Company may suffer by issuing a new certificate; and
- (3) satisfies any other reasonable requirements imposed by the directors.

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

2.7 Recovery of New Share Certificate

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

2.8 Splitting Share Certificates

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

2.9 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.8, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.10 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as by

law or statute or these Articles provided or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

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

3.2 Commissions and Discounts

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

3.3 Brokerage

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

3.4 Conditions of Issue

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

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

3.5 Share Purchase Warrants and Rights

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

4. SHARE REGISTERS

4.1 Central Securities Register

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

4.2 Closing Register

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

5. SHARE TRANSFERS

5.1 Registering Transfers

The Company must register a transfer of a share of the Company if either:

- (1) the Company or the transfer agent or registrar for the class or series of share to be transferred has received:
 - (a) in the case where the Company has issued a share certificate in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
 - (b) in the case of a share that is not represented by a share certificate (including an uncertificated share within the meaning of the *Business Corporations Act* and including the case where the Company has issued a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate in respect of the share to be transferred), a written instrument of transfer made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and
 - (c) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser; or
- (2) all the preconditions for a transfer of a share under the *Securities Transfer Act* have been met and the Company is required under the *Securities Transfer Act* to register the transfer.

5.1A Waivers of Requirements for Transfer

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

5.2 Form of Instrument of Transfer

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

5.3 Transferor Remains Shareholder

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

5.4 Signing of Instrument of Transfer

If a shareholder, or other appropriate person or agent who has actual authority to act on behalf of that person, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, but share certificates are deposited with the instrument of transfer, all the shares represented by such share certificates:

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

5.5 Enquiry as to Title Not Required

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

5.6 Transfer Fee

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

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, if the appropriate evidence of appointment or incumbency within the meaning of the *Securities Transfer Act* has been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

7. ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares

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

7.2 No Purchase, Redemption or Other Acquisition When Insolvent

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

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

7.3 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares

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

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

8. BORROWING POWERS

The Company, if authorized by the directors, may:

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

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.3 and the *Business Corporations Act*, the Company may by resolution of the directors:

- (1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (3) if the Company is authorized to issue shares of a class of shares with par value:
 - (a) decrease the par value of those shares; or
 - (b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;
- (4) consolidate or subdivide all or any of its unissued or fully paid issued shares in any manner;
- (5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (6) alter the identifying name of any of its shares; or

- (7) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*;

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

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the directors may by resolution:

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

and alter its Notice of Articles and Articles accordingly.

9.3 Change of Name

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

9.4 Other Alterations

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

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

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

10.2 Resolution Instead of Annual General Meeting

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

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders, to be held at such time and place as may be determined by the directors.

10.4 Meetings by Telephone or Other Communications Medium

In accordance with section 174(1) of the Act, which permits a company to specify the manner of holding a meeting of its shareholder under its Articles, if the Board calls a meeting of shareholders under the Act, the Board may determine that the meeting shall be held, in accordance with the Act, *entirely* by means of a telephonic, an electronic or other communication facility, if all shareholders and proxy holders participating in the meeting, whether by telephone, by other communications medium are able to communicate with each other.

10.5 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

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

10.6 Record Date for Notice

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

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

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

10.7 Record Date for Voting

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

10.8 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.9 Virtual Presence at Meeting Deemed to be in Person

A shareholder entitled to vote at a meeting of shareholders and who attends by means of a telephonic, electronic or other communication facility chosen by the Company will be deemed to be present at the meeting and will be counted in the quorum for the meeting.

10.10 Notice of Special Business at Meetings of Shareholders

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

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

- (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
- (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

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

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

11.2 Special Majority

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

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares and save as herein otherwise provided, the quorum for the transaction of business at a meeting of shareholders is two shareholders, or one or more proxyholder representing two members, or one member and a proxyholder representing another member.

11.4 One Shareholder May Constitute Quorum

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

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

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

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

11.7 Lack of Quorum

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

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

11.8 Lack of Quorum at Succeeding Meeting

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

11.9 Chair

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

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

11.10 Selection of Alternate Chair

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

11.11 Adjournments

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

11.12 Notice of Adjourned Meeting

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

11.13 Decisions by Show of Hands or Poll

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

11.14 Declaration of Result

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

11.15 Motion Need Not be Seconded

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

11.16 Remote Voting

In accordance with section 173(2) of the Act, a shareholder entitled to vote at a meeting of shareholders may vote by means of a telephonic, electronic or other communication facility by show of hands, poll, if demanded by any shareholder or proxyholder entitled to vote at the meeting, or in any other manner that adequately discloses the intentions of the shareholders.

11.17 Casting Vote

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

11.18 Manner of Taking Poll

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

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

11.19 Demand for Poll on Adjournment

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

11.20 Chair Must Resolve Dispute

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

11.21 Casting of Votes

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

11.22 Demand for Poll

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

11.23 Demand for Poll Not to Prevent Continuance of Meeting

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

11.24 Retention of Ballots and Proxies

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

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

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

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

12.2 Votes of Persons in Representative Capacity

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

12.3 Votes by Joint Holders

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

- (1) any one of the joint shareholders may vote at any meeting, either personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (2) if more than one of the joint shareholders is present at any meeting, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder

present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

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

12.5 Representative of a Corporate Shareholder

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

- (1) for that purpose, the instrument appointing a representative must:
 - (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (b) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (2) if a representative is appointed under this Article 12.5:
 - (a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

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

12.6 When Proxy Provisions Do Not Apply to the Company

If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.7 to 12.15 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states of the United States that is applicable to the Company and insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation, or any rules of an exchange on which securities of the Company are listed, or any rules of a quotation system on which securities of the Company are quoted.

12.7 Appointment of Proxy Holders

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

12.8 Alternate Proxy Holders

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

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

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

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

- (1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (2) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

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

12.11 Validity of Proxy Vote

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

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

12.12 Form of Proxy

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

TTGI OpCo Inc.
(the “**Company**”)

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

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

Signed [month, day, year]

[Signature of shareholder]

[Name of shareholder printed]

12.13 Revocation of Proxy

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

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

12.14 Revocation of Proxy Must Be Signed

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

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

12.15 Chair May Determine Validity of Proxy

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

12.16 Production of Evidence of Authority to Vote

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

13. DIRECTORS

13.1 First Directors; Number of Directors

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

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

13.2 Change in Number of Directors

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

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

13.3 Directors' Acts Valid Despite Vacancy

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

13.4 Qualifications of Directors

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

13.5 Remuneration of Directors

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

That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

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

13.7 Special Remuneration for Directors

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

13.8 Gratuity, Pension or Allowance on Retirement of Director

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

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

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

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

14.2 Consent to be a Director

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

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

14.3 Failure to Elect or Appoint Directors

If:

- (1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by

Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

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

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

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

14.4 Places of Retiring Directors Not Filled

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

14.5 Directors May Fill Casual Vacancies

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

14.6 Remaining Directors Power to Act

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

14.7 Shareholders May Fill Vacancies

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

14.8 Additional Directors

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

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

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

14.9 Ceasing to be a Director

A director ceases to be a director when:

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

14.10 Removal of Director by Shareholders

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

14.11 Removal of Director by Directors

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

14.12 Nominations of Directors

- (1) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Company. Nominations of persons for election to the board may be made at any annual meeting of shareholders or at any special meeting of shareholders 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, 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 *Business Corporations Act*, or a requisition of the shareholders made in accordance with the provisions of the *Business Corporations Act*; or
 - (c) by any person (a “**Nominating Shareholder**”): (A) who, at the close of business on the date of the giving of the notice provided for below in this Article 14.12 and on the record date for notice of such meeting, is entered in the securities register as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (B) who complies with the notice procedures set forth below in this Article 14.12.
- (2) 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 Company at the principal executive offices of the Company.
- (3) To be timely, a Nominating Shareholder’s notice to the Secretary of the Company must be made:
 - (a) in the case of an annual meeting of shareholders, not less than 30 nor more than 65 days prior to the date of the annual meeting of shareholders; provided, however, that in the event that the annual meeting of shareholders is to be held on a date that is less than 50 days after the date (the “**Notice Date**”) on which the first public announcement (as defined below) 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 after the Notice Date in respect of such meeting; 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 (as defined below) of the date of the special meeting of shareholders was made. In no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of a Nominating Shareholder's notice as described above.
- (4) To be in proper written form, a Nominating Shareholder's notice to the Secretary of the Company must set forth:
- (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (A) the name, age, business address and residential address of the person; (B) the principal occupation or employment of the person; (C) the class or series and number of shares in the capital of the Company which are controlled or which are owned beneficially or of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such notice; and (D) 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 *Business Corporations 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 Company 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 *Business Corporations Act* and Applicable Securities Laws (as defined below).
- (5) The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or lack thereof, of such proposed nominee.
- (6) No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Article 14.12; provided, however, that nothing in this Article 14.12 shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of 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 *Business Corporations Act*. The Chairman 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.
- (7) For purposes of this Article 14.12:
- (a) “**public announcement**” shall mean disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System for Electronic Document Analysis and Retrieval at www.sedar.com; and
 - (b) “**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.

- (8) Notwithstanding any other provision of this Article 14.12, notice given to the Secretary of the Company pursuant to this Article 14.12 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 Company 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 Company; provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Vancouver time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the subsequent day that is a business day.
- (9) Notwithstanding the foregoing, the board may, in its sole discretion, waive any requirement in this Article 14.12.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

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

15.2 Notice of Meetings

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

15.3 Alternate for More Than One Director Attending Meetings

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

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

15.4 Consent Resolutions

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

15.5 Alternate Director Not an Agent

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

15.6 Revocation of Appointment of Alternate Director

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

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

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

15.8 Remuneration and Expenses of Alternate Director

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

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company. Notwithstanding the foregoing, while the Company is a non-reporting issuer as defined under applicable securities laws, any two of the President and the two Vice-Presidents of the Company are authorized to execute and deliver any contracts, cheques, documents, or other instruments, having a value or obligation not exceeding \$20,000 in lawful money of Canada. All contracts, cheques, documents, or other instruments, having a value or obligation exceeding \$20,000 must be approved by the board of directors, for as long as the Company is a non-reporting issuer. This limitation will not apply to the management of the Company after the Company becomes a reporting issuer, as that term is defined under applicable securities legislation.

16.2 Appointment of Attorney of Company

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

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

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

17.2 Restrictions on Voting by Reason of Interest

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

17.3 Interested Director Counted in Quorum

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

17.4 Disclosure of Conflict of Interest or Property

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

17.5 Director Holding Other Office in the Company

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

17.6 No Disqualification

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

17.7 Professional Services by Director or Officer

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

17.8 Director or Officer in Other Corporations

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

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

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

18.2 Voting at Meetings

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

18.3 Chair of Meetings

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

- (1) the chair of the board, if any;
- (2) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (3) any other director chosen by the directors if:
 - (a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
 - (b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
 - (c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors in person or by telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director may participate in a meeting of the directors or of any committee of the directors by a communications medium other than telephone if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other and if all directors who wish to participate in the meeting agree to such participation. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

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

18.6 Notice of Meetings

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

18.7 When Notice Not Required

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

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

18.8 Meeting Valid Despite Failure to Give Notice

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

18.9 Waiver of Notice of Meetings

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

18.10 Quorum

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

18.11 Validity of Acts Where Appointment Defective

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

18.12 Consent Resolutions in Writing

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

- (1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or
- (2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who are entitled to vote on the resolution consents to it in writing.

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

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

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

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

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

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

19.3 Obligations of Committees

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

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

19.4 Powers of Board

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

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

19.5 Committee Meetings

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

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

20. OFFICERS

20.1 Directors May Appoint Officers

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

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

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

20.3 Qualifications

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

20.4 Remuneration and Terms of Appointment

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

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

- (1) “**eligible penalty**” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

- (2) “**eligible proceeding**” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an “**eligible party**”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
- (a) is or may be joined as a party; or
 - (b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (3) “**expenses**” has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

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

21.3 Indemnification of Other Persons

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

21.4 Non-Compliance with *Business Corporations Act*

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

21.5 Company May Purchase Insurance

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

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

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

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

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

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable. The Board of Directors shall have the right and authority to declare dividends on any class of shares, to the exclusion of and without declaring dividends on any other class of shares, in their sole discretion as they see fit.

22.3 No Notice Required

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

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

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

22.6 Settlement of Difficulties

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

- (1) set the value for distribution of specific assets;
- (2) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

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

22.8 Dividends to be Paid in Accordance with Number of Shares

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

22.9 Receipt by Joint Shareholders

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

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

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

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

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

23. ACCOUNTING RECORDS

23.1 Recording of Financial Affairs

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

23.2 Inspection of Accounting Records

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

24. NOTICES

24.1 Method of Giving Notice

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

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

- (b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
- (c) in any other case, the delivery address of the intended recipient;
- (3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (4) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (5) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

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

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

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

24.5 Notice to Trustees

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

- (1) mailing the record, addressed to them:
 - (a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

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

- (1) any two directors;

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

25.2 Sealing Copies

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

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

- (1) “**designated security**” means:
 - (a) a voting security of the Company;
 - (b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);
- (2) “**security**” has the meaning assigned in the *Securities Act* (British Columbia);
- (3) “**voting security**” means a security of the Company that:
 - (a) is not a debt security, and
 - (b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application

Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities

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

27. CHANGE OF REGISTERED AND RECORDS OFFICES

The Company may appoint or change its registered and records offices, or either of them, and the agent responsible therefor, at any time by resolution of the directors. After the appointment of the first registered or records office agent, such agent may terminate its appointment by written notice to any director or officer of the Company sent to the last known address of such director or officer. The Company will then designate a new registered or records office or offices within ten (10) days of receipt or deemed receipt of such notice, failing which the agent shall be entitled on behalf of the Company (but not obliged) to execute and file a Notice to Change Offices with the Registrar of Companies, changing the registered and records office or offices to the last known address of the President of the Company.

28. SPECIAL RIGHTS AND RESTRICTIONS

28.1 Class "A" Common Shares

The participating Class A Voting Common Shares Without Par Value (the "Class "A" Common Shares") have attached to them the special rights and restrictions set out in this Article 28.1.

- (a) **No Par Value.** The Class "A" Common Shares shall be without par value.
- (b) **Votes.** Each holder of a Class "A" Common Share, as such, is entitled to receive notice of and to attend and vote in person or by proxy at all meetings of the shareholders of the Company and is entitled to one vote for each such share held.
- (c) **Dividends.**
 - (i) Except as otherwise provided in these Articles, each holder of a Class "A" Common Share is entitled, as such, to receive, on the date fixed for payment thereof, and the Company will pay thereon, such dividends as the directors may in their sole and absolute discretion declare from time to time out of the money or other property of the Company properly applicable to the payment of dividends.
 - (ii) No holder of a Class "A" Common Share will be entitled, as such, to any dividend other than or in excess of the dividends, if any, declared pursuant to Article 28.1(a)(i).
 - (iii) The directors may, in their sole and absolute discretion, declare and pay or set apart for payment dividends on the Class "A" Common Shares independently of any dividend on, and without also declaring or paying or setting apart for payment any dividend (whether or not of a similar amount) on, any one or more other classes of shares in the Company; and may, in their sole and absolute discretion, declare and pay or set apart for payment dividends on shares of any one or more classes of shares in the Company other than the Class "A" Common Shares independently of any dividend on, and without also declaring or paying or setting apart for payment any dividend (whether or not of a similar amount) on, the Class "A" Common Shares.

- (d) Winding Up. In the event of the liquidation, dissolution or winding-up of the Company or other distribution of property or assets of the Company among its shareholders for the purpose of winding up its affairs, no amount will be paid and no property or assets of the Company will be distributed to the holders of the Class “A” Common Shares, as such, until the holder of any other class or series of shares entitled to receive assets of the Company upon such a distribution in priority to the holders of the Class “A” Common Shares, as such, have first received from the property and assets of the Company the amount to which they are entitled pursuant to these Articles, but thereafter, the holders of the Class “A” Common Shares will be entitled to all remaining property and assets of the Company on a *pro rata* share basis.

28.2 Class “B” Preferred Shares – Series

Each holder of a Class “B” preferred share (the “**Class “B” Preferred Shares**”), as such, is entitled to receive notice of and to attend and vote in person or by proxy at all meetings of the shareholders of the Company and is entitled to one vote for each such share held. The Class “B” Preferred Shares shall be of no par value, and may be issued in one or more series as determined by the Directors of the Company. With respect to each series, the Directors may by resolution define and attached special rights and restrictions, subject to the special rights and restrictions attached to the Class “B” Preferred Shares as a class.

28.3 Preference

The Class “B” Preferred Shares shall be preferred as to dividends over the Class “A” common shares. The Class “B” Preferred Shares shall be preferred over the Class “A” common shares with respect to any distribution in the event of a liquidation, dissolution or winding-up of the Company, or other distribution of property or assets of the Company among its shareholders for the purpose of winding up the affairs of the Company.

28.4 Redemption and Retraction

The Class “B” Preferred Shares shall be redeemable and retractable, at a redemption price set by the Directors, together with any declared but unpaid dividends. In the event of the redemption or retraction of the Class “B” Preferred Shares, the said shares shall be returned to the treasury of the Company and cancelled. Notwithstanding the right of redemption or of retraction, nothing in this Article 28.4 shall be or be deemed to be a prohibition against the Company purchasing any of the Class “B” Preferred Shares.

28.5 Purchase or Acquisition of Shares by the Company

Subject to the provisions of the *Business Corporations Act* and these Articles, the Company may, with the consent of the holder, purchase or otherwise acquire any share issued by it, at such times, in such manner and for such consideration as the directors of the company may determine in their discretion, provided that the Company may not purchase or otherwise acquire any redeemable Class “B Preferred Shares for an amount greater than the redemption amount thereof, as may be adjusted herein.

28.6 Restriction on Purchase or Redemption of Shares

The directors of the Company will not declare, and the Company will not pay, any dividend on any class of shares, nor redeem or purchase for cancellation or make a capital distribution in respect of any class of shares unless, after giving effect to such action, the value of the net assets of the Company will not be less than the aggregate redemption amounts of all the redeemable Class “B” Preferred Shares.

**SCHEDULE B
TTGI RESOLUTION**

“BE IT RESOLVED, as a special resolution that:

1. the amalgamation (the “**TTGI Amalgamation**”) pursuant to the provisions of the *Business Corporations Act* (British Columbia) substantially in the form as provided for in the amalgamation agreement dated December 21, 2021 among Turnium Technology Group, Inc. (“**TTGI**”), RMR Science Technologies Inc., and 1333633 B.C. Ltd. (the “**Amalgamation Agreement**”) is hereby adopted, approved and authorized;
2. the Amalgamation Agreement with such amendments or variations thereto as may be approved by any director or officer of TTGI, such approval to be evidenced conclusively by their execution and delivery of such Amalgamation Agreement be and is hereby confirmed, ratified and approved;
3. notwithstanding that this resolution has been duly passed by the shareholders of TTGI, the board of directors of TTGI may agree to amend the Amalgamation Agreement (to the extent permitted in the Amalgamation Agreement) or decide not to proceed with the TTGI Amalgamation or revoke this resolution at any time prior to the issuance of the certificate giving effect to the TTGI Amalgamation without further approval of the shareholders of TTGI; and
4. any one director or officer of TTGI, for and on behalf of TTGI be and is hereby authorized to execute and deliver Articles of Amalgamation and all other documents and instruments and take all such other actions as may be necessary or desirable to implement this resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents and instruments and the taking of any such documents and instruments and the taking of any such actions.”

C-1

**SCHEDULE C
AMALGAMATION APPLICATION**

AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 275

Telephone: 1 877 526-1526
www.bcreg.ca

Mailing Address: PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3

Courier Address: 200 – 940 Blanshard Street
Victoria BC V8W 3E6

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA):
Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Manager of Registries Operations at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?

(Check all applicable boxes.)

- BC company
- BC unlimited liability company

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

The name _____ is the name reserved for the amalgamated company. The name reservation number is: _____,

OR

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

OR

The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is:

The incorporation number of that company is: _____

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

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

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

OR

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

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

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

YYYY / MM / DD

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

YYYY / MM / DD

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

E AMALGAMATING CORPORATIONS

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

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

F FORMALITIES TO AMALGAMATION

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

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

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

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

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

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

B TRANSLATION OF COMPANY NAME

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

C DIRECTOR NAME(S) AND ADDRESS(ES)

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

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE

POSTAL CODE

BC

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE

POSTAL CODE

BC**E RECORDS OFFICE ADDRESSES**

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE

POSTAL CODE

BC

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE

POSTAL CODE

BC**F AUTHORIZED SHARE STRUCTURE**

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

Schedule A to Form 13 – Amalgamation Application

Director name(s) and address(es):

Johan Arnet

3738 Phyllis Road
North Vancouver, BC
V7K 2T6

Derek Spratt

3450 West 27th Avenue
Vancouver, BC
V6S 1P6

Ralph Garcea

10 McBride Court
Caledon, ON
L7E 3S6

James Lovie

18 Hedge Road
Sutton West, ON
L0E 1R0

Evelyn Bailey

52 Harris Street
Box 75
Port Carling, ON
P0B 1J0

Peter Green

c/o 4170 Burkehill Place
West Vancouver, BC
V7V 3M7

SCHEDULE D

CERTIFICATE OF U.S. ACCREDITED INVESTOR STATUS

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

CERTIFICATE OF U.S. ACCREDITED INVESTOR STATUS

Whereas:

- A. RMR Science Technologies Inc. (the “**Company**”), Turnium Technology Group, Inc. (“**TTGI**”) and 1333633 B.C. Ltd. (“**Subco**”) have entered into that certain amalgamation agreement dated effective December 21, 2021 (the “**Amalgamation Agreement**”) pursuant to which TTGI and Subco will amalgamate (the “**Amalgamation**”) under the provisions of Division 3 of Part 9 of the *Business Corporations Act* (British Columbia) and will continue as one corporation which will be a wholly-owned subsidiary of the Company;
- B. Pursuant to the Amalgamation, the undersigned (the “**Undersigned**”) will be issued Class “A” Common Shares (the “**Shares**”) of the Company in exchange for its common shares of TTGI; and
- C. It is a condition of closing under the Amalgamation Agreement that the Undersigned complete, execute and deliver to TTGI this Certificate of U.S. Accredited Investor Status in order to establish that the offer and sale of the Shares to the Undersigned shall be effected pursuant to and in reliance on an exemption from the registration requirements of the United States *Securities Act* of 1933, as amended (the “**U.S. Securities Act**”).

Therefore, the Undersigned represents and warrants to, and covenants with, the Company and TTGI as follows, and acknowledges that the Company and TTGI are relying upon such representations, warranties and covenants in connection with the issuance of the Shares to the Undersigned:

- 1) The Undersigned is an “accredited investor” as defined in Rule 501(a) of Regulation D of the U.S. Securities Act;
- 2) The Undersigned has duly completed and delivered to TTGI a certification in the form attached as Appendix A to this Certificate of U.S. Accredited Investor Status;
- 3) The Undersigned has such knowledge and experience in finance, securities, investments and other business matters so as to be able to evaluate the merits and risks of an investment in the Shares and to otherwise protect its interests in connection with this transaction;
- 4) The Undersigned is aware that the Company is a reporting issuer under the Securities Acts of British Columbia, Alberta and Ontario and, as such, the Company is required to make certain filings (the “**Public Disclosure Record**”) on the System for Electronic Document Analysis and Retrieval, an electronic filing system developed for the Canadian Securities Administrators (including the Securities Commissions of British Columbia, Alberta and Ontario) to:
 - (a) facilitate the electronic filing of information concerning reporting issuers and their affairs, as required by applicable securities legislation in Canada;

- (b) allow for the public dissemination of such information; and
 - (c) provide electronic communication between electronic filers, agents and the Canadian securities regulatory agencies;
- 5) The Undersigned has had access to such information concerning the Company, TTGI and Subco as the Undersigned has considered necessary or appropriate in connection with its investment decision to acquire the Shares, including access to the Public Disclosure Record, and has had full opportunity to discuss this information with the Undersigned's legal and financial advisers prior to execution and delivery of this Certificate of U.S. Accredited Investor Status;
- 6) The Undersigned will be acquiring the Shares for its own account, for investment purposes only and not with a view to any resale, distribution or other disposition of the Shares in violation of the United States securities laws;
- 7) The Undersigned understands that:
- (a) the Shares are issuable under the Amalgamation Agreement as "restricted securities" under the U.S. Securities Act,
 - (b) the Shares will be "restricted securities" in the hands of the Undersigned, and
 - (c) in the result, the rules of the United States Securities and Exchange Commission provide in substance that the Undersigned will be able to dispose of the Shares only pursuant to an effective registration statement under the U.S. Securities Act or an exemption from the registration requirements of the U.S. Securities Act;
- 8) The Shares have not been and will not be registered under the U.S. Securities Act, or the securities laws of any state of the United States, and the offer and sale of the Shares to the Undersigned is being made in reliance on an exemption from such registration requirements;
- 9) The certificates representing the Shares, as well as all certificates issued in exchange for or in substitution therefor, until such time as is no longer required under the applicable requirements of the U.S. Securities Act or applicable state securities laws, will bear the following legend (the "**U.S. Legend**"):

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF CLAUSE (C) OR (D), THE SELLER FURNISHES TO THE COMPANY AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE COMPANY TO SUCH EFFECT. THE PRESENCE OF THIS LEGEND MAY IMPAIR THE ABILITY OF THE HOLDER HEREOF TO EFFECT "GOOD DELIVERY" OF THE SECURITIES REPRESENTED HEREBY ON A CANADIAN STOCK EXCHANGE.

provided, that if the Shares are being sold outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act, the U.S. Legend may be removed by providing an executed declaration to the registrar and transfer agent of the Company's common shares (the "**transfer**

agent”), in substantially the form set forth as Appendix B attached hereto (or in such other forms as the Company may prescribe from time to time) and, if requested by the Company or the transfer agent, an opinion of counsel of recognized standing in form and substance satisfactory to the Company and the transfer agent to the effect that such sale is being made in compliance with Rule 904 of Regulation S; and provided, further, that, if the Shares are being sold otherwise than in accordance with Regulation S and other than to the Company, the legend may be removed by delivery to the Company and the transfer agent of an opinion of counsel, of recognized standing reasonably satisfactory to the Company, that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws;

- 10) The Company’s financial statements forming part of the Public Disclosure Record and the financial statements of TTGI have been prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board and therefore may be materially different from financial statements prepared under U.S. generally accepted accounting principles;
- 11) There may be material tax consequences to the Undersigned of an acquisition or disposition of the Shares, and the Company gives no opinion and makes no representations with respect to the tax consequences to the Undersigned under United States federal, state or local tax laws or any non-U.S. tax law of the Undersigned’s acquisition or disposition of the Shares;
- 12) The Undersigned agrees that the Company may make a notation on its records or giving instructions to any transfer agent of the Company in order to implement the restrictions on transfer set forth and described in this Certificate of U.S. Accredited Investor Status;
- 13) The Company does not intend and has no obligation to file a registration statement to register the Shares for resale, or to take any other action so as to permit resales under the U.S. Securities Act (including Rule 144 thereunder), and, absent registration, the Undersigned may be required to hold the Shares indefinitely or to transfer the Shares in transactions which are exempt from registration under the U.S. Securities Act, in which event the transferee will acquire “restricted securities”, and, as a consequence, the Undersigned will bear the economic risks of the investment in the Shares for an indefinite period of time.
- 14) This Certificate of U.S. Accredited Investor Status will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada, and each party hereto hereby irrevocably attorns to the jurisdiction of the courts of British Columbia, Canada;
- 15) This Certificate of U.S. Accredited Investor Status may be executed in counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument; and
- 16) Delivery of an executed copy of this Certificate of U.S. Accredited Investor Status by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this agreement as of the date set forth below.

This Certificate of U.S. Accredited Investor Status is executed by the Undersigned effective as of the ♦ day of ♦, 2022.

♦)
)
)
 _____)
 Authorized Signatory)
)
)
)
)
)

APPENDIX A

CERTIFICATION OF U.S. PURCHASER

Capitalized terms not specifically defined in this Appendix A have the meaning ascribed to them in the Certificate of U.S. Accredited Investor Status to which this Appendix A is attached. In the event of a conflict between the terms of this Appendix A and such Certificate of U.S. Accredited Investor Status, the terms of this Appendix A shall prevail.

In addition to the covenants, representations and warranties contained in the Certificate of U.S. Accredited Investor Status to which this Appendix A is attached, the Undersigned represents and warrants to the Company and that the Undersigned is an “accredited investor” as defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), by virtue of satisfying one or more of the categories indicated below (**please place your initials on the appropriate line(s)**):

- _____ Category 1. A bank, as defined in Section 3(a)(2) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
- _____ Category 2. A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
- _____ Category 3. A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended; or
- _____ Category 4. An investment adviser registered pursuant to Section 203 of the U.S. Investment Advisers Act of 1940, as amended, or registered pursuant to the laws of a state; or
- _____ Category 5. An investment adviser relying on the exemption from registering with the Commission under Section 203(l) or (m) of the U.S. Investment Advisers Act of 1940, as amended; or
- _____ Category 6. An insurance company as defined in Section 2(a)(13) of the U.S. Securities Act; or
- _____ Category 7. An investment company registered under the U.S. Investment Company Act of 1940, as amended; or
- _____ Category 8. A business development company as defined in Section 2(a)(48) of the U.S. Investment Company Act of 1940, as amended; or
- _____ Category 9. A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the U.S. Small Business Investment Act of 1958, as amended; or
- _____ Category 10. A Rural Business Investment Company as defined in Section 384A of the U.S. Consolidated Farm and Rural Development Act of 1972, as amended; or

- _____ Category 11. A plan established and maintained by a state, its political subdivision or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with assets in excess of US\$5,000,000; or
- _____ Category 12. An employee benefit plan within the meaning of the U.S. Employee Retirement Income Security Act of 1974, as amended, in which the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or an employee benefit plan with total assets in excess of US\$5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons who are “accredited investors” as defined in Rule 501(a) under the U.S. Securities Act; or
- _____ Category 13. A private business development company as defined in Section 202(a)(22) of the U.S. Investment Advisors Act of 1940, as amended; or
- _____ Category 14. An organization described in Section 501(c)(3) of the Internal Revenue Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring the Shares, with total assets in excess of US\$5,000,000; or
- _____ Category 15. A director or executive officer of the Company; or
- _____ Category 16. A natural person whose individual net worth, or joint net worth with that person’s spouse, at the time of his or her purchase exceeds US\$1,000,000 (for the purposes of calculating net worth: (i) the person’s primary residence shall not be included as an asset; (ii) indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of the sale and purchase of securities contemplated by the accompanying Certificate of U.S. Accredited Investor Status, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale and purchase of securities contemplated by the accompanying Certificate of U.S. Accredited Investor Status exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence shall be included as a liability); or
- _____ Category 17. A natural person who had an individual income in excess of US\$200,000 in each year of the two most recent years or joint income with that person’s spouse in excess of US\$300,000 in each of those years, and has a reasonable expectation of reaching the same income level in the current year; or
- _____ Category 18. A trust, with total assets in excess of US\$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii) of Regulation D under the U.S. Securities Act; or

- _____ Category 19. An entity in which each of the equity owners meets the requirements of one or more of the above categories – if this alternative is selected you must identify each equity owner and provide statements from each demonstrating how they qualify as an accredited investor.
- _____ Category 20. An entity, of a type not listed in Categories 1 through 14, 18 or 19 above, not formed for the specific purpose of acquiring the securities offered, owning “investments” (as defined in Rule 2a51-1(b) under the U.S. Investment Company Act of 1940, as amended) in excess of US\$5,000,000; or
- _____ Category 21. A natural person holding in good standing one or more of the following professional licenses:
- (a) General Securities Representative license (Series 7);
 - (b) Private Securities Offerings Representative license (Series 82), and
 - (c) Investment Adviser Representative license (Series 65); or
- _____ Category 22. A natural person who is a “knowledgeable employee” (as defined in Rule 3c-5(a)(4) under the U.S. Investment Company Act of 1940, as amended) of the issuer of the securities being offered or sold where the issuer would be an “investment company” (as defined in Section 3 of U.S. Investment Company Act of 1940, as amended), but for the exclusion provided by either Section 3(c)(1) or section 3(c)(7) of U.S. Investment Company Act of 1940, as amended; or
- _____ Category 23. A “family office” (as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended):
- (a) with assets under management in excess of US\$5,000,000,
 - (b) that is not formed for the specific purpose of acquiring the securities offered, and
 - (c) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
- _____ Category 24. A “family client” (as defined in Rule 202(a)(11)(G)-1 under the U.S. Investment Advisers Act of 1940, as amended) of a family office meeting the requirements in Category 23 above and whose prospective investment in the issuer is directed by such family office pursuant to clause (iii) of Category 23.

Dated ●, 2022

Signature of Investor

Name of Investor

Street address

City, State

APPENDIX B

FORM OF DECLARATION FOR REMOVAL OF LEGEND

To: Turnium Technology Group Inc. (the “**Corporation**”)

And to: The registrar and transfer agent for the common shares of the Corporation

The undersigned (A) acknowledges that the sale of _____ common shares of the Corporation to which this declaration relates, represented by certificate number _____, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that (1) the undersigned (a) is not an “affiliate” of the Corporation, as that term is defined in Rule 405 under the U.S. Securities Act, or is an affiliate solely by virtue of being an officer or director of the Corporation, (b) is not a “distributor” as defined in Regulation S, and (c) is not an affiliate of a distributor; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believed that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or any other “designated offshore securities market”, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged or will engage in any directed selling efforts in the United States in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as that term is defined in Rule 144(a)(3) under the U. S. Securities Act); (5) the seller does not intend to replace such securities with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions, which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U. S. Securities Act. Terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated _____ 20__.

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the representation letter of _____ (the "Seller") dated _____, 20__, pursuant to which the Seller has requested that we sell, for the Seller's account, _____ common shares of the Corporation represented by certificate number _____ (the "Common Shares"). We have executed sales of the Common Shares pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell the Common Shares was made to a person in the United States;
- (2) the sale of the Common Shares was executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange, the Canadian Securities Exchange or another "designated offshore securities market" (as defined in Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Common Shares as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Common Shares (including, but not be limited to, the solicitation of offers to purchase the Common Shares from persons in the United States); and "**United States**" means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Corporation shall be entitled to rely upon the representations, warranties and covenants contained in this letter to the same extent as if this letter had been addressed to them.

Dated _____ 20__.

Name of Firm

By: _____

Title: _____