

RMR SCIENCE TECHNOLOGIES INC.

NOTICE OF MEETING AND MANAGEMENT INFORMATION CIRCULAR

WITH RESPECT TO THE

**ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS OF
RMR SCIENCE TECHNOLOGIES INC.**

TO BE HELD ON TUESDAY, DECEMBER 21, 2021

DATED NOVEMBER 19, 2021

IMPORTANT NOTE ON COVID-19

In the effort to mitigate potential risks to health and safety associated with COVID-19, the shareholders of RMR Science Technologies Inc. are being asked to vote by proxy form only in the manner set out in the Notice of Meeting, the Management Information Circular and the Instrument of Proxy, and encouraged to attend the annual general and special meeting of shareholders virtually via video conference to hear the results of the vote.

This management information circular and the accompanying materials require your immediate attention. If you are in doubt as to how to deal with these documents or the matters to which they refer, please consult your financial, legal, tax or other professional advisor.

RMR SCIENCE TECHNOLOGIES INC.

**NOTICE OF ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON TUESDAY, DECEMBER 21, 2021**

NOTICE IS HEREBY GIVEN that the annual general and special meeting (the “**Meeting**”) of the holders (the “**Shareholders**”) of class “A” common shares (“**Common Shares**”) of RMR Science Technologies Inc. (the “**Company**”) will be held virtually on Tuesday, December 21, 2021 at 10:00 a.m. (Vancouver time) at <https://blgmeet.webex.com/blgmeet/j.php?MTID=m3f3e548c72fd45b3ec8109d286263012> using meeting number 2343 398 8867 and password YVia2G3T6Zm (98422438 for individuals accessing from their mobile devices) or by phone at +1-844-974-2903 using access code 234 339 88867 for the following purposes:

1. to receive the audited financial statements of the Company for the financial year ended September 30, 2020 and the auditors’ report thereon;
2. to appoint the independent auditor of the Company for the ensuing year and to authorize the board of directors of the Company to fix the remuneration to be paid to the auditor;
3. to fix the number of directors to be elected at the Meeting at four (4) prior to the Qualifying Transaction (as defined herein);
4. to elect Robin Hutchison, Michael Hutchison, Ralph Garcea and Vassilios Mitoulas (the “**Original Board**”) to the Company’s board of directors to hold office until the earlier of (i) the closing of the Qualifying Transaction or (ii) if the Qualifying Transaction is not completed, until the next annual general meeting of the shareholders or until their successors are duly elected or appointed;
5. to fix the number of directors to be elected at the Meeting at six (6), conditional upon and concurrently with, the completion of the Qualifying Transaction;
6. to consider and, if deemed advisable, conditional upon, and concurrently with, the closing of the business combination of the Company and Turnium Technology Group Inc. (“**TTGI**”) pursuant to a three-cornered amalgamation involving the Company, a wholly-owned subsidiary of the Company and TTGI (the “**Qualifying Transaction**”), to increase the size of the Company’s board of directors to six directors, and to elect six directors of the Company, being Derek Spratt, Johan Armet, Ralph Garcea, Jim Lovie, Mel Steinke and Evelyn Bailey to replace the Original Board as of the closing of the Qualifying Transaction, all as more particularly described in the information circular accompanying this Notice of Meeting (the “**Information Circular**”);
7. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution approving the Company’s existing stock option plan;
8. to consider and, if deemed advisable, to pass, with or without variation, a special resolution of the Shareholders to consolidate all of the issued and outstanding Common Shares on the basis of a minimum of five (5) pre-consolidation Common Shares and a maximum of ten (10) pre-consolidation Common Shares for each (1) post-consolidation Common Share, such consolidation ratio to be determined in the sole discretion of the board of directors of the Company and to become effective only in the event that all conditions to the Qualifying Transaction have been satisfied or waived (other than conditions that may be or are intended to be satisfied only after his resolution is implemented);
9. to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution of disinterested shareholders of the Company, the full text of which is set forth in the Information Circular, confirming and approving a new stock option plan, to become effective upon the closing of the Qualifying Transaction, all as more particularly described in the accompanying Information Circular;

10. to consider and, if deemed advisable, to pass, with or without variation, a special resolution of the Shareholders approving the adoption of new articles of the Company effective upon the closing of the Qualifying Transaction, subject to obtaining all necessary approvals including that of the TSX Venture Exchange, under the new corporate name of “Turnium Technology Group Inc.” (the “**Articles Resolution**”) or such other name as the board of directors of the Company, in its sole discretion, deems appropriate, to become effective upon the closing of the Qualifying Transaction, all as more fully described in the Information Circular; and
11. to transact any other business as may properly be brought before the Meeting or any adjournment(s) or postponement thereof.

The details of all matters proposed to be put before the Shareholders at the Meeting are set forth in the Information Circular of the Company accompanying this Notice of Meeting.

Conduct of the Meeting due to COVID 19

Due to the ongoing concerns about the Coronavirus (“**COVID-19**”), **the Shareholders are being asked to vote using the enclosed form of proxy and return it as soon as possible in the envelope provided for that purpose or electronically as set out below, and to attend the Meeting virtually to hear the results of the vote:**

Audio Webcast Link:

<https://blgmeet.webex.com/blgmeet/j.php?MTID=m9be159f8ff4329d34bf32a2fd5f10d60>

Meeting Number: 2343 398 8867

Password: YVia2G3T6Zm (98422438 for individuals accessing from their mobile devices)

Phone Number: +1-844-974-2903

Access Code: 234 339 88867

Since the COVID-19 pandemic is evolving, the Company has determined it best to host the Meeting by virtual means only in order to reduce the risk of spreading the virus at the Meeting. The Company will provide updates in respect of the Meeting by way of news release available from SEDAR at www.sedar.com, where copies of such news releases, if any, will be posted under the Company’s profile.

Please note that all voting must be conducted in advance of the Meeting as Shareholders will not be permitted to vote virtually during the Meeting. Due to the ongoing concerns related to the spread of COVID-19 and in order to protect the health and safety of Shareholders, employees, other stakeholders and the community, Shareholders are not permitted to attend the Meeting in person and are strongly encouraged to listen to the Meeting virtually and to vote on the matters before the Meeting by proxy or voting information form in advance of the Meeting

Shareholders are requested to date, sign and return the accompanying form of proxy for use at the Meeting or any adjournment thereof. To be valid, the proxy must be received by Computershare Investor Services Inc., Attention: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the Meeting or any adjournment or postponement thereof. Registered Shareholders may also use the telephone (1-866-732-VOTE (8683) or the Internet (www.investorvote.com) to vote their Common Shares.

Shareholders attending the Meeting via videoconference or teleconference will not be entitled to vote at the Meeting and must submit the Form of Proxy in order to cast their vote on matters to come before the Meeting. Should any such changes to the Meeting format occur, the Company will announce any and all of these changes by way of news release, which will be filed under the Company’s profile on the System for Electronic

Document Analysis and Retrieval (“**SEDAR**”) at www.sedar.com. We strongly recommend you check the Company’s SEDAR profile and website prior to the Meeting for the most current information. In the event of any changes to the Meeting format due to the COVID-19 outbreak, the Company will not prepare or mail amended materials in respect of the Meeting.

If you are a non-registered holder of Common Shares and received these materials through your broker or another intermediary, please complete and return the form of proxy or voting instruction form provided to you by such broker or through another intermediary, in accordance with the instructions provided. Late forms of proxy may be accepted or rejected by the Chairman of the Meeting in his sole discretion and the Chairman is under no obligation to accept or reject any particular late form of proxy.

The form of proxy confers discretionary authority with respect to: (i) amendments or variations to the matters of business to be considered at the Meeting; and (ii) other matters that may properly come before the Meeting. As of the date hereof, management of the Company knows of no amendments, variations or other matters to come before the Meeting other than the matters set forth in this Notice of Meeting. Shareholders who are planning on returning the accompanying form of proxy are encouraged to review the Information Circular carefully before submitting the proxy form.

The record date for determination of the Shareholders entitled to receive notice of and to vote at the Meeting is November 15, 2021 (the “**Record Date**”). Only the Shareholders whose names have been entered in the register of Common Shares on the close of business on the Record Date will be entitled to receive notice of and to vote at the Meeting.

DATED this 19th day of November, 2021.

**BY ORDER OF THE BOARD OF DIRECTORS OF
RMR SCIENCE TECHNOLOGIES INC.**

(signed) “Robin Hutchison”

Robin Hutchison
Chief Executive Officer
RMR Science Technologies Inc.

RMR SCIENCE TECHNOLOGIES INC.

**ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS
TO BE HELD ON WEDNESDAY, DECEMBER 15, 2021**

MANAGEMENT INFORMATION CIRCULAR

GENERAL

This management information circular (the “**Information Circular**”) is furnished to holders (“**Shareholders**”) of class “A” common shares (“**Common Shares**”) of RMR Science Technologies Inc. (the “**Company**”) in connection with the solicitation of proxies by the management of the Company for use at the annual general and special meeting (the “**Meeting**”) of Shareholders to be held virtually on Tuesday, December 21, 2021 at 10:00 a.m. (Vancouver time), and at any adjournment or postponement thereof, for the purposes set forth in the accompanying Notice of Annual General and Special Meeting (the “**Notice of Meeting**”). As the Meeting will be held by virtual means only, Shareholders can attend the Meeting via live audio webcast at the below link or the below phone number:

Audio Webcast Link:

<https://blgmeet.webex.com/blgmeet/j.php?MTID=n9be159f8ff4329d34bf32a2fd5f10d60>

Meeting Number: 2343 398 8867

Password: YVia2G3T6Zm (98422438 for individuals accessing from their mobile devices)

Phone Number: +1-844-974-2903

Access Code: 234 339 88867

Please note that all voting must be conducted in advance of the Meeting as Shareholders will not be permitted to vote virtually during the Meeting. Due to the ongoing concerns related to the spread of COVID-19 and in order to protect the health and safety of Shareholders, employees, other stakeholders and the community, the Meeting will be held by virtual means only and Shareholders are strongly encouraged to listen to the Meeting virtually and to vote on the matters before the Meeting by proxy or voting information form in advance of the Meeting.

The information contained herein is given as of November 19, 2021, except where otherwise indicated. Enclosed herewith is a form of proxy or voting instruction form for use at the Meeting. Each Shareholder entitled to attend at meetings of Shareholders is encouraged to participate via live video conference or telephonically in the Meeting and Shareholders are urged to vote on matters to be considered in person or by proxy. **Shareholders attending the Meeting via videoconference or teleconference will not be entitled to vote at the Meeting and must submit the Form of Proxy in order to cast their vote on matters to come before the Meeting. No Shareholder nor proxy shall be permitted to attend the Meeting in person.**

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

If you hold Common Shares through a broker, investment dealer, bank, trust company, nominee or other intermediary (collectively, an “**Intermediary**”), you should contact your Intermediary for instructions and assistance in voting the Common Shares that you beneficially own.

Persons Making the Solicitation

This solicitation is made on behalf of the management of the Company. The costs incurred in the preparation of both the form of proxy and this Information Circular will be borne by the Company. Solicitations of proxies will be made by mail and possibly supplemented by telephone or other personal contact to be made without special compensation by the officers and regular employees of the Company.

In accordance with National Instrument 54-101 – *Communication with Beneficial Owners of Securities of a Reporting Issuer* (“**NI 54-101**”), the Notice of Meeting, this Information Circular and the form of proxy have been sent by the Company to its registered Shareholders (Shareholders holding a paper share certificate or Direct Registration Statement registered in their name) and the Company has also sent such proxy-related materials directly to those unregistered (beneficial) Shareholders that have consented to the release of their addresses to the Company (“**NOBOs**”).

The Company does not intend to pay for Intermediaries to deliver proxy-related materials or Form 54-101F7 – *Request for Voting Instructions Made by Intermediary* to the beneficial Shareholders that have refused to release their addresses to the Company (“**OBOs**”) and as such, OBOs will not receive such materials unless their Intermediary assumes the costs thereof.

The OBOs and NOBOs are herein collectively referred to as the “**Non-Registered Shareholders**”. See also “*Proxy Related Information – Advice to Non-Registered Shareholders*” in this Information Circular.

The Company will not be providing the Notice of Meeting, the Information Circular or the form of proxy to registered Shareholders or Non-Registered Shareholders through the use of notice-and-access, as such term is defined in NI 54-101.

Participants should log-in or dial-in approximately 5 to 10 minutes prior to the scheduled start time. **Please note that persons accessing the Meeting via live audio webcast or teleconference call will be allowed to listen to the Meeting proceedings but will not have a right to vote, nor be counted towards quorum.**

PROXY RELATED INFORMATION

Appointment and Revocation of Proxies

Those Shareholders desiring to be represented at the Meeting by proxy must deposit their respective form of proxy with Computershare Investor Services Inc. (“**Computershare**”), Attention: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the Meeting or any adjournment or postponement thereof. A proxy must be executed by the Shareholder or by his attorney authorized in writing, or if the Shareholder is a corporation, under its seal or by an officer or attorney thereof duly authorized. A proxy is valid only at the Meeting in respect of which it is given or any adjournment or postponement of the Meeting.

Registered Shareholders may also use the telephone (1-866-732-VOTE (8683)) or the Internet (www.investorvote.com) to vote their Common Shares. Shareholders will be prompted to enter the control number which is located on the form of proxy when voting by telephone or the internet. Votes by telephone or the internet must be received not later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the time of the Meeting or any adjournment or postponement thereof.

The Company may refuse to recognize any instrument of proxy received later than forty-eight (48) hours (excluding Saturdays, Sundays and statutory holidays in British Columbia) prior to the Meeting or any adjournment or postponement thereof.

The persons named in the enclosed form of proxy are officers and/or directors of the Company. Each Shareholder submitting a proxy has the right to appoint a person, who need not be a Shareholder, to represent them at the Meeting other than the persons designated in the form of proxy furnished by the

Company. A Shareholder may exercise this right by inserting the name of the desired representative in the blank space provided in the form of proxy or by completing another form of proxy and, in either case, depositing the proxy with Computershare, at the place and within the time specified above for the deposit of proxies.

A Shareholder who has submitted a proxy may revoke it at any time prior to the exercise thereof. In addition to revocation in any other manner permitted by law, a proxy may be revoked by instrument in writing executed by the Shareholder or by the Shareholder's attorney authorized in writing (or if the Shareholder is a Company, under its seal or by an officer or attorney thereof duly authorized), deposited at Computershare Investor Services Inc., Attention: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario, M5J 2Y1, at any time up to and including the last business day preceding the day of the Meeting or any adjournment or postponement thereof or with the Chairman of the Meeting on the day of the Meeting or any adjournment or postponement thereof, and upon either of such deposits, the proxy is revoked.

Exercise of Discretion

All Common Shares represented at the Meeting by properly executed proxies will be voted or withheld from voting in accordance with the instructions of the Shareholder where voting is by way of a show of hands or by ballot and, if the Shareholder specifies a choice with respect to any matter to be voted upon, the Common Shares represented by the proxy will be voted in accordance with such instructions. **In the absence of any such instructions, the persons whose names appear on the enclosed form of proxy will vote in favour of the matters set forth in the Notice of Meeting and in this Information Circular.**

The enclosed form of proxy confers discretionary authority on the persons named therein with respect to any amendments or variations of those matters specified in the form of proxy and Notice of Meeting and with respect to any other matters which may be properly brought before the Meeting or any adjournment or postponement thereof. If any such amendment, variation or other matter should come before the Meeting, it is the intention of the persons named in the enclosed form of proxy to vote such proxies in accordance with their best judgment, unless the Shareholder has specified to the contrary or that Common Shares are to be withheld from voting. At the time of printing this Information Circular, management of the Company knows of no such amendment, variation or other matter.

Advice to Non-Registered Shareholders

The information in this section is of significant importance to Non-Registered Shareholders, as most Shareholders do not hold their Common Shares in their own name. Non-Registered Shareholders are advised that only proxies from Shareholders of record can be recognized and acted upon at the Meeting. If Common Shares are listed in an account statement provided to a Shareholder by a broker, then in almost all cases those Common Shares will not be registered in the Shareholder's name on the records of the Company. Such Common Shares will more likely be registered under the name of the Shareholder's broker or an agent of that broker. In Canada, the vast majority of such Common Shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominee for many Canadian brokerage firms).

Voting by Non-Registered Shareholders

Common Shares held by brokers or their nominees can only be voted (for or against resolutions) upon the instructions of the Non-Registered Shareholder. Without specific instructions, brokers and their nominees are prohibited from voting Common Shares for their clients. The directors and officers of the Company do not know for whose benefit the Common Shares registered in the name of CDS & Co. are held, and directors and officers of the Company do not necessarily know for whose benefit the Common Shares registered in the name of any Intermediary are held.

Applicable regulatory policy requires brokers and other Intermediaries to seek voting instructions from Non-Registered Shareholders in advance of Shareholders' meetings. Every broker and other Intermediary has its own

mailing procedure, and provides its own return instructions, which should be carefully followed. The form of proxy supplied by brokers and other Intermediaries to Non-Registered Shareholders may be very similar and in some cases identical to that provided to registered Shareholders. However, its purpose is limited to instructing the registered Shareholder how to vote on behalf of the Non-Registered Shareholder.

In Canada, the vast majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. (“**Broadridge**”). Broadridge typically prepares a machine-readable voting instruction form, mails those forms to Non-Registered Shareholders and asks Non-Registered Shareholders to return the forms to Broadridge, or otherwise communicate voting instructions to Broadridge (by way of the Internet or telephone, for example). Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting. **A Non-Registered Shareholder who receives a Broadridge voting instruction form cannot use that form to vote Common Shares directly at the Meeting. The voting instruction forms must be returned to Broadridge (or instructions respecting the voting of Common Shares must otherwise be communicated to Broadridge) well in advance of the Meeting in order to have the Common Shares voted.** If you have any questions respecting the voting of Common Shares held through a broker or other Intermediary, please contact that broker or other Intermediary for assistance.

Although a Non-Registered Shareholder may not be recognized directly at the Meeting for the purposes of voting Common Shares registered in the name of his broker or other Intermediary, a Non-Registered Shareholder may attend the Meeting as proxyholder for the registered Shareholder that holds the Non-Registered Shareholder’s Common Shares and vote those Common Shares in that capacity. **Non-Registered Shareholders who wish to attend the Meeting and indirectly vote their Common Shares as proxyholder for the registered Shareholder, should enter their own names in the blank space on the form of proxy provided to them and return the same to their broker (or the broker’s agent) in accordance with the instructions provided by such broker or agent.**

Non-Registered Shareholders should contact their broker or other Intermediary through which they hold Common Shares if they have any questions regarding the voting of such Common Shares.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Voting Rights

The authorized share capital of the Company consists of an unlimited number of Common Shares. The Company has no other classes of shares outstanding. As at the date of this Information Circular, there are 10,235,775 Common Shares currently issued and outstanding. Shareholders of record as of the Record Date are entitled to receive notice of and attend and vote at the Meeting.

Each Shareholder will be entitled to one vote at the Meeting for each Common Share held by them on the Record Date.

Record Date

The board of directors (the “**Board**”) of the Company has fixed the record date for the determination of Shareholders entitled to receive notice of and to vote at the Meeting or any adjournment or postponement thereof at November 15, 2021 (the “**Record Date**”).

The Company will prepare or cause to be prepared a list of the Shareholders recorded as holders of Common Shares on its register of Shareholders as of the close of business on the Record Date, each of whom shall be

entitled to vote the Common Shares shown opposite their name on the list at the Meeting or any adjournment or postponement thereof.

In addition, persons who are Non-Registered Shareholders as of the Record Date will be entitled to exercise their voting rights in accordance with the procedures established under NI 54-101. See “*Proxy Related Information – Advice to Non-Registered Shareholders*”.

Principal Holders of Common Shares

To the best of the knowledge of the directors and executive officers of the Company, only Ralph Garcea, Murray Duncan and Vassilios Mitoulas beneficially own, control or direct, directly or indirectly, 10% or more of the voting rights attached to all the issued and outstanding Common Shares as at the date of the mailing of this Information Circular.

Quorum

Under the articles of the Company a quorum of Shareholders is present at a meeting if at least two (2) individuals are present in person, each of whom is entitled to vote at the meeting, and who hold or represent by proxy in the aggregate not less than 10% of the total number of shares entitled to be voted at the meeting.

QUALIFYING TRANSACTION

The Company has entered into a letter of intent dated August 9, 2021 (the “**LOI**”) with Turnium Technology Group Inc. (“**TTGI**”), which outlines the general terms and conditions of a proposed business combination, by way of an amalgamation, arrangement, take-over bid or other similar form of transaction, which will result in TTGI, and in turn its subsidiaries, becoming a wholly-owned subsidiary of the Company (the “**Qualifying Transaction**”). The Company, after completion of the Qualifying Transaction, is referred to herein as the “**Resulting Issuer**”.

It is intended that the Qualifying Transaction, when completed, will constitute the “Qualifying Transaction” of the Company pursuant to Policy 2.4 – *Capital Pool Companies* (“**Policy 2.4**”) of the TSX Venture Exchange (the “**Exchange**”).

TTGI is a technology company with clients in Canada, the USA, Mexico, Brazil, the UK, and other parts of the world. TTGI delivers its software-defined wide area networking solution as a managed cloud-native service and as a licensed OEM white label software platform. For further information regarding TTGI, please see the news release of the Company dated August 19, 2021, a copy of which has been filed under the Company’s profile on SEDAR at www.sedar.com.

Pursuant to the terms and conditions of the LOI, the Company and TTGI will further negotiate and enter into a definitive agreement (the “**Definitive Agreement**”) incorporating the principal terms of the Qualifying Transaction as described in the LOI and this Information Circular. There is no assurance that a Definitive Agreement will be successfully negotiated or entered into.

The Definitive Agreement is expected to provide for, among other things, a three-cornered amalgamation (the “**Amalgamation**”) pursuant to which: (i) TTGI will amalgamate pursuant to the provisions of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) with a wholly-owned subsidiary of the Company to be incorporated for the purposes of the Amalgamation; (ii) all of the outstanding common shares in the capital of TTGI (each, a “**TTGI Share**”) will be cancelled and, in consideration therefor, the holders thereof will receive Common Shares on the basis of one (1) Common Share (that is post-Consolidation, as Consolidation is defined herein) for one (1) TTGI Share (the “**Exchange Ratio**”); (iii) holders of options and warrants to purchase TTGI Shares (the “**TTGI Securities**”) will receive from the Company, options or warrants, as applicable, to purchase the number of Common Shares at the same exercise price per share as previously provided for in the former TTGI Securities, reflecting the Exchange Ratio; and (iv) the amalgamated corporation will become a wholly -

owned subsidiary of the Company. After giving effect to the Amalgamation, the shareholders of TTGI (the “**TTGI Shareholders**”) will collectively exercise control over the Company.

Completion of the Qualifying Transaction is subject to a number of conditions precedent, including, but not limited to, (i) acceptance by the Exchange and receipt of other applicable regulatory approvals; (ii) completion of certain private placements by TTGI; (iii) receipt of the requisite approval of the Shareholders of certain resolutions contained herein; and (iv) receipt of the requisite approval of TTGI Shareholders for the Amalgamation. There can be no assurance that the Qualifying Transaction will be completed as proposed or at all.

As the proposed Qualifying Transaction is not a “Non-Arm’s Length Qualifying Transaction” (within the meaning of Policy 2.4 of the Exchange), the Amalgamation does not require approval of the Shareholders. However, there are a number of resolutions contained herein that do require Shareholder approval. A failure to obtain Shareholder approval of these matters could impede or prevent the completion of the Qualifying Transaction.

Subject to Shareholder approval, it is anticipated that the directors of the Resulting Issuer will be the proposed directors set out under “Matters to be Acted Upon – Election of Directors – Resulting Issuer Board”.

Full details regarding TTGI and the Qualifying Transaction will be disclosed by the Company in the filing statement (the “**Filing Statement**”) to be prepared and filed in accordance with the policies of Exchange. The Filing Statement will be posted on the Company’s profile on SEDAR at www.sedar.com in connection with the completion of the Qualifying Transaction.

INTEREST OF CERTAIN PERSONS IN MATTERS TO BE ACTED UPON

No person who has been a director or executive officer of the Company at any time since the beginning of the last financial year, nor any proposed nominee for election as a director of the Company, nor any associate or affiliate of any of the foregoing, has any material interest, directly or indirectly, by way of beneficial ownership of securities or otherwise, in any matter to be acted upon at the Meeting.

Certain directors and officers of the Company hold non-transferable options to purchase Common Shares pursuant to the Option Plan (as defined herein). At the Meeting, Shareholders will be asked to adopt an ordinary resolution approving the Option Plan and adopt an ordinary resolution of disinterested shareholders of the Company confirming and approving the Resulting Issuer Option Plan (as defined herein). See “*Matters to be Considered at the Meeting – Resulting Issuer Option Plan*”.

EXECUTIVE COMPENSATION

The following information regarding executive compensation is presented in accordance with Form 51-102F6 V – *Statement of Executive Compensation – Venture Issuers*, and sets forth compensation for each of the Named Executive Officers and directors of the Company during the two most recently completed financial years. Disclosure is required to be made in relation to “Named Executive Officers”, being (a) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as the Chief Executive Officer, including an individual performing functions similar to a chief executive officer, (b) each individual who, in respect of the Company, during any part of the most recently completed financial year, served as the Chief Financial Officer, including an individual performing functions similar to a chief financial officer, (c) in respect of the Company, the most highly compensated executive officer, other than the Chief Executive Officer and Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was more than \$150,000 for that financial year, and (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the Company, and was not acting in a similar capacity, at the end of that financial year.

Description of Director and Named Executive Officer Compensation

All capitalized terms used herein shall have the meaning ascribed thereto in Policy 2.4, unless otherwise defined herein. Section 7.1 of Policy 2.4 provides that until the completion of the Qualifying Transaction, no payment of any kind may be made, directly or indirectly, by a capital pool company to a Non-Arm's Length Party of the capital pool company or a Non-Arm's Length Party to the Qualifying Transaction, or to any person engaged in Investor Relations Activities in respect of the capital pool company or the securities of the capital pool company or any Resulting Issuer by any means including remuneration, which includes, but is not limited to: salaries, consulting fees, management contract fees or directors' fees, finder's fees, loans, advances, bonuses, deposits and similar payments.

The objective and purpose of any incentive stock options is to encourage the Company's officers and directors to find a Qualifying Transaction that is in the best interest of the Shareholders. If a Qualifying Transaction is not successfully completed, or if one is completed that does not increase the value of the Common Shares during the term of the incentive stock option, the directors and officers will receive no benefit, or very little benefit, from any incentive stock options. The Company has reserved 10% of the issued and outstanding Common Shares for stock options issuable to its directors and officers. See "**Option Plan**".

Notwithstanding the above, the Company may reimburse Non-Arm's Length Parties for the Company's reasonable allocation of rent, secretarial services and other general administrative expenses, at fair market value ("**Permitted Reimbursement**"). No reimbursement may be made for any payment made to lease or buy a vehicle. In addition, no payment, other than the Permitted Reimbursements, will be made by the Company or by any party on behalf of the Company, after completion of the Qualifying Transaction, if the payment relates to services rendered or obligations incurred or in connection with the Qualifying Transaction.

A Non-Arm's Length Party under Exchange Policy 1.1 – *Interpretation* ("**Policy 1.1**") in relation to the Company, includes: a Promoter, officer, director, other Insider or Control Person of the Company and any Associates or Affiliates of any such persons; or another entity or an Affiliate of that entity, if that entity or its Affiliate have the same Promoter, officer, director, Insider or Control Person as the Company. The foregoing capitalized terms not otherwise defined herein are defined in Policy 1.1.

Director and Named Executive Officer Compensation, Excluding Compensation Securities

In accordance with Policy 2.4, no compensation in the form of a salary, consulting fee, retainer, commission, bonus, committee fee or meeting fee has been paid to or earned by any director or NEO for the period from incorporation to the date hereof.

Following the completion of the Qualifying Transaction by the Company, it is anticipated that the Company will pay compensation to its directors and officers in accordance with industry standards, depending on the nature and size of the particular business that the Company acquires in connection with any Qualifying Transaction that it may complete.

Stock Options and Other Compensation Securities

As of the end of the September 30, 2021 financial year end, the officers and directors of the Company have been granted a total of 760,000 options, each option exercisable for one Common Share at an exercise price of \$0.10 per Common Share and expiring on March 15, 2023, as follows:

Compensation Securities ⁽⁴⁾							
Name and position	Type of compensation security	Number of compensation securities, number of underlying	Date of issue or grant	Issue, conversion or exercise	Closing price of security or underlying security on	Closing price of security or underlying security at	Expiry date

		securities, and percentage of class ⁽¹⁾ (#)		price (\$)	date of grant (\$) ⁽²⁾	year end (\$) ⁽³⁾	
Robin Hutchison Chief Executive Officer and President	Stock Option	275,000 3.35%	March 15, 2018	\$0.10	\$0.10	\$0.10	March 15, 2023
Judi Dalling Chief Financial Officer	Stock Option	105,000 1.36%	March 15, 2018	\$0.10	\$0.10	\$0.10	March 15, 2023
Ron Erickson Director	Stock Option	275,000 3.55%	March 15, 2018	\$0.10	\$0.10	\$0.10	March 15, 2023
Michael Hutchison Director	Stock Option	105,000 1.36%	March 15, 2018	\$0.10	\$0.10	\$0.10	March 15, 2023

Notes:

(1) Percentages are expressed on a non-diluted basis calculated as of September 30, 2021.

(2) Options were granted on March 15, 2018 in connection with the closing of the Company's initial public offering pursuant to which Common Shares were issued at \$0.10 per Common Share

(3) The closing price of the Common Shares on September 29, 2021, being the most recently available end of trade day price of the Common Shares prior to September 30, 2021, was \$0.10 per Common Share.

(4) On November 19, 2021 all of the outstanding options granted to each of the above noted directors and officers of the Company were cancelled and new options were issued to Ralph Garcea, Vassilios Mitoulas and Murray Duncan. Each of Ralph Garcea, Vassilios Mitoulas and Murray Duncan were granted 340,000 stock options on November 19, 2021, each option exercisable for one Common Share with an exercise price of \$0.10 and an expiry date of November 19, 2026. As of November 19, 2021 the officers and directors of the Company have been granted a total of 1,020,000 options. These options were granted in connection with the appointment of Ralph Garcea and Vassilios Mitoulas as directors and Murray Duncan as Corporate Secretary of the Company.

Employment, Consulting and Management Agreements

As at the Record Date, the Company did not have any plan, contract or arrangement, compensatory or otherwise:

(1) regarding the employment of a Named Executive Officer, or (2) whereby a Named Executive Officer is entitled to receive more than \$100,000 (including periodic payments or instalments) in the event of the Named Executive Officer's resignation, retirement or employment, a change of control of the Company, or a change in the Named Executive Officer's responsibilities following a change in control of the Company.

Option Plan

The Company adopted an incentive stock option plan dated January 4, 2018 and ratified on June 12, 2019 which was then re-approved by the Shareholders on December 21, 2020 (the "**Option Plan**") which provides that the Board may from time to time, in its discretion, and in accordance with Exchange requirements, grant to directors, officers, employees and technical consultants to the Company, non-transferable options to purchase Common Shares. As of the Record Date, the Option Plan is the Company's only equity compensation plan. As of the Record Date, the Company has granted 760,000 options to purchase Common Shares of the Company. Please see note (4) to the table under the heading *Stock Options and Other Compensation Securities* above for updates to the outstanding options issued under the Option Plan effective after the end of the September 30, 2021 financial year end.

The Option Plan provides that the Board may from time to time, in its discretion, and in accordance with the requirements of the Exchange, grant to directors, officers, employees and consultants to the Company, options to purchase Common Shares, provided that the number of Common Shares reserved for issuance will not exceed ten percent (10%) of the issued and outstanding Common Shares. However, other than in connection with a Qualifying Transaction, during the time that the Company is a Capital Pool Company (a "**CPC**"), the aggregate

number of Common Shares issuable upon exercise of all options granted under the Option Plan shall not exceed ten percent (10%) of the Common Shares of the Company issued and outstanding at the closing of the Company's initial public offering. Such options will be exercisable for a period of up to ten (10) years from the date of grant, subject to extension in certain circumstances where the expiry date occurs within a "blackout period". In connection with the foregoing, the number of Common Shares reserved for issuance to: (a) any individual will not exceed 5% of the issued and outstanding Common Shares; and (b) all consultants will not exceed 2% of the issued and outstanding Common Shares. In addition, the Option Plan provides that no more than 5% of the issued shares of the Company will be granted to any individual in any 12 month period unless the Company has obtained disinterested shareholder approval in respect of such grant and meets applicable Exchange requirements; no more than 2% of the issued shares of the Company will be granted to any one consultant in any 12 month period; and no more than an aggregate of 2% of the issued shares of the Company will be granted to an employee conducting investor relations activities in any twelve (12) month period.

The Company, as long as it is a CPC, will not grant options to any person providing investor relations activities, promotional or market-making services. In the event that a director, officer, technical consultant or employee does not continue on with the Company following completion of its Qualifying Transaction, options must be exercised within the greater of twelve (12) months after the completion of a Qualifying Transaction and ninety (90) days following cessation of the optionee's position with the Company, provided that if the cessation of office, employment, directorship, or consulting arrangement was by reason of death, the option may be exercised within a maximum period of one year after such death, subject to the expiry date of such option. Any Common Shares acquired pursuant to the exercise of options under the Option Plan prior to completion of a Qualifying Transaction must be deposited in escrow and will be subject to escrow until the final Exchange bulletin is issued.

Pension and Other Benefit Plans

The Company has no pension or other benefit plans currently in place and therefore there were no pension plan benefit awards made to the NEOs during the fiscal year ended September 30, 2021.

SECURITIES AUTHORIZED FOR ISSUANCE UNDER EQUITY COMPENSATION PLANS

The only equity compensation plan which the Company has in place is the existing Option Plan. The Option Plan was established to provide incentive to qualified parties to increase their proprietary interest in the Company and thereby encourage their continued association with the Company. The Option Plan is administered by the Board and provides that options will be issued to directors, officers, employees, consultants and other Participants (as defined in the Option Plan) of the Company. The Option Plan also provides that the number of Common Shares issuable under the Option Plan, may not exceed 10% of the issued and outstanding Common Shares at any time. All options granted under the Option Plan expire on a date not later than ten years after the date of grant of such option, and are exercisable at an exercise price set by the Board in its sole discretion which price may not be less than the Discounted Market Price (as defined in the Option Plan).

The following table sets forth the securities of the Company that are authorized for issuance under equity compensation plans as of September 30, 2021:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans
Equity compensation plans approved by securityholders	760,000	0.10	13,577
Equity compensation plans not approved by securityholders	Nil	Nil	Nil

AUDIT COMMITTEE

National Instrument 52-110 – Audit Committees (“NI 52-110”) requires the Company, as a venture issuer, to disclose annually in its Circular certain information concerning the constitution of its audit committee and its relationship with its independent auditor, set forth as follows:

Audit Committee Charter

The Charter of the Company’s audit committee (the “**Audit Committee**”) is attached to this Circular as Appendix “A”.

Composition of the Audit Committee

The following are the current members of the Audit Committee:

Name	Independence	Financial Literacy
Robin Hutchison	Not Independent ⁽¹⁾	Financially Literate
Ralph Garcea	Independent	Financially Literate
Michael Hutchison	Independent	Financially Literate

Note:

- (1) Robin Hutchison is not considered to be independent within the meaning of NI 52-110 by virtue of being a member of the Company’s management or a related party thereto;
- (2) The Company is a “venture issuer” for the purposes of NI 52-110. As such, the Company is exempt from the requirement to have the Audit Committee comprised entirely of independent members.

Relevant Education and Experience

Robin Hutchison

Mr. Hutchison was the Executive Chairman of biOasis Technologies Inc. from April 2017 to November 2017 and was the Chairman for biOasis Technologies Inc. from March 2008 to April 2017, the Chief Executive Officer of biOasis Technologies Inc. from March 2008 to April 2017, and the President of biOasis Technologies Inc. from April 2007 to March 2008. Mr. Hutchison was previously the Chairman for Pascal Biosciences Inc., a biotechnology targeting innovative therapies for serious diseases, from May 2013 to December 2015

Ralph Garcea

Mr. Garcea co-founded Focus Merchant Group in September 2018 and has more than 22 years experience in senior positions at major domestic and international firms, as well as boutiques. He was a top-ranked research analyst, well regarded for the depth and breadth of knowledge of Canadian technology, gaming and industrial companies across a broad range of market capitalizations. Over the years, he has received top three rankings from Brendan Woods, Greenwich, Starmine and Thomson Reuters surveys. Before becoming a sell-side analyst, Mr. Garcea was a research engineer for Bombardier Aerospace, and a business unit manager for Michigan-based LMS North America to manage sales, marketing, and services efforts. Mr. Garcea holds a Bachelor’s degree (Honours) in Engineering Science (Aerospace) from the University of Toronto and an M.B.A. (Honours) from the Schulich School of Business at York University. He is a member of the Professional Engineers of Ontario (PEO), the American Institute of Aeronautics and Astronautics (AIAA), and the Society of Automotive Engineers (SAE). Mr. Garcea currently serves as a Director on the board of TSX-listed Converge Technology Solutions, and TSXV-listed Edgewater Wireless Systems.

Michael Hutchison

Michael Hutchison graduated from the University of British Columbia with a Bachelor of Laws Degree in 1970 and was admitted to the Law Society of British Columbia in 1971. Michael Hutchison was appointed as Queen's Counsel in 1985 and is currently a practicing lawyer. From May 2008 to December 2017, Michael Hutchison was a director of biOasis Technologies Inc. Michael Hutchison was also a director of Pascal Biosciences Inc. from July 2012 to December 2015.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Audit Committee to nominate or compensate an external auditor not adopted by the Board.

Reliance on Certain Exemptions

At no time since the Company's fiscal year ended September 30, 2021 and at no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 (*De Minimis Non-audit Services*), the exemption in subsection 6.1.1(4) (*Circumstance Affecting the Business or Operations of the Venture Issuer*), the exemption in Subsection 6.1.1(5) (*Events Outside Control of Member*), the exemption in Subsection 6.1.1(6) (*Death, Incapacity or Resignation*), or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. The Company is relying on the exemption provided in Section 6.1 of NI 52-110 as the Company is a "venture issuer".

Pre-Approval Policies and Procedures

The Audit Committee has not adopted any specific policies or procedures for the engagement of non-audit services with respect to the Company.

External Auditor Service Fees (By Category)

The following table provides details in respect of audit, audit related, tax and other fees billed by the Company's external auditor in each of the last two financial years:

Nature of Services	For the financial year ended September 30, 2021⁽⁵⁾	For the financial year ended September 30, 2020
Audit Fees ⁽¹⁾	N/A	\$19,363
Audit-Related Fees ⁽²⁾	N/A	-
Tax Fees ⁽³⁾	N/A	-
All Other Fees ⁽⁴⁾	N/A	-
Total	N/A	\$19,363

Notes:

- (1) Includes fees billed or accrued for professional services rendered by the auditor for the audit of the Company's annual financial statements, and any reviews of the Company's unaudited interim financial statements.
- (2) Includes fees billed for professional services rendered by the auditor consisting of employee benefit audits, due diligence assistance, accounting consultations on proposed transactions, internal control reviews, review of subsidiary financials, and audit or attestation services not required by legislation or regulation.
- (3) Includes fees for all tax services other than those included in "Audit Fees" and "Audit-Related Fees". This category includes fees for tax compliance, tax planning and tax advice. Tax planning and tax advice includes assistance with tax audits and appeals, tax advice related to mergers and acquisitions, and requests for rulings or technical advice from tax authorities.
- (4) No other fees were billed by the auditor of the Company other than those listed in the other columns.
- (5) The annual audited financials are not yet available for the financial year end of September 30, 2021.

CORPORATE GOVERNANCE

General

Corporate governance is related to the activities of the Board, the members of which are elected by and are accountable to the shareholders, and takes into account the role of the individual members of management who are appointed by the Board and who are charged with the day-to-day management of the Company. The Board is committed to sound corporate governance practices, which are both in the interest of its shareholders and contribute to effective and efficient decision making.

The following statement of corporate governance practices sets out the Board's review of the Company's governance practices relative to National Instrument 58-101 - *Disclosure of Corporate Governance Practices* ("NI 58-101") and National Policy 58-201 - *Corporate Governance Guidelines*.

Board of Directors

The Board assumes overall responsibility for the direction of the Company through its delegation to senior management and through the ongoing function of the Board and its committees, as applicable. The sole business activity of the Company to date has been the identification of a potential "Qualifying Transaction".

There are four directors on the Board, of which one, Robin Hutchison, is not an independent director as he is an executive officer of the Company. Ralph Garcea, Vassilios Mitoulas and Michael Hutchison are each independent directors.

Directorships

One of the members of the Board, as they exist on the Record Date, is presently a director of another issuer that is a reporting issuer (or the equivalent) in a jurisdiction or a foreign jurisdiction. Ralph Garcea is a director of Converge Technology Solutions Corp. and Edgewater Wireless Systems Inc.

Orientation and Continuing Education of Board Members

New directors are briefed on strategic plans, short, medium and long term corporate objectives, business risks and mitigation strategies, corporate governance guidelines and existing company policies. However, there is no formal orientation for new members of the Board, and this is considered to be appropriate, given the Company's size and current level of operations. However, if the growth of the Company's operations warrants it, it is likely that a formal orientation process will be implemented.

Ethical Business Conduct

The Company does not currently have a written code for ethical business conduct.

The Board encourages and promotes a culture of ethical business conduct by actively overseeing the management of the business. While there is no formal policy on ethical business conduct, the Company carries out its business in accordance with the rules and regulations of all regulatory agencies to which it is subject. This culture of compliance is stressed to all levels of management of the Company to ensure that business is conducted in an ethical and proper manner at all times.

The Company is established under and is therefore governed by the provisions of the BCBCA. Pursuant to the BCBCA, a director or officer of the Company must disclose to the Company in writing or by requesting that it be entered in the minutes of meetings of the Board, the nature and extent of any interest that he or she has in material contract or material transaction, whether made or proposed, with the Company, if the director or officer: (a) is a party to the contract or transaction; (b) is a director or an officer, or an individual acting in a similar capacity, of a party to the contract or transaction; or (c) has a material interest in a party to the contract or transaction. The interested director cannot vote on any resolution to approve such contract or transaction.

The Board is of the view that the fiduciary duties placed on individual directors pursuant to corporate legislation and the common law, and the conflict of interest provisions under corporate legislation which restricts an individual director's participation in decisions of the Board in which the director has an interest, have been sufficient to ensure that the Board operates independently of management and in the best interests of the Company.

Nomination of Directors

The Board of Directors considers its size each year when it considers the number of directors to recommend to the shareholders for election at the annual meeting of shareholders, taking into account the number required to carry out the Board of Directors' duties effectively and to maintain a diversity of views and experience. The nomination of new directors is currently performed by the Board of Directors as a whole, however, if it becomes necessary, the Board may consider the creation of a nomination committee, which will develop relevant criteria for suitable candidates including the independence of the individual, financial acumen and availability to devote sufficient time to the duties of the Board. The Board encourages all directors to participate in considering the need for and in identifying and recruiting new candidates for the Board.

Compensation of Directors and Officers

The Board does not have a compensation committee or a formal procedure with respect to determining compensation for the Company's directors and officers. The Board as a whole is responsible for reviewing the adequacy and form of compensation paid to the Company's executive officers and key employees and ensuring that such compensation realistically reflects the responsibilities and risks of such positions. In fulfilling these responsibilities, the Board will evaluate the performance of the Company's senior management in light of corporate goals and objectives, and will make recommendations with respect to compensation levels based on such evaluation.

The Company is currently a CPC and pursuant to Policy 2.4 of the Exchange, and until the Company completes a Qualifying Transaction, no compensation of any kind may be provided to the Company's directors or officers, directly or indirectly, other than compensation that may be provided by way of options pursuant to the Option Plan.

Other Board Committees

Other than the Audit Committee, the Board does not have any other committees.

Assessments

Neither the Company nor the Board has determined formal means or methods to regularly assess the Board, its Committees or individual directors with respect to their effectiveness and contributions. Effectiveness is subjectively measured by comparing actual corporate results with stated objectives. The contributions of an individual director are informally monitored by the other Board members, having in mind the business strengths of the individual and the purpose of originally nominating the individual to the Board.

MATTERS TO BE CONSIDERED AT THE MEETING

To the knowledge of the Board, the only matters to be brought before the Meeting are those matters set forth in the Notice of Meeting.

Financial Statements

At the Meeting, the Shareholders will receive and consider the audited financial statements of the Company as at and for the financial year ended September 30, 2020 and the independent auditors' report thereon, but no vote by the Shareholders with respect thereto is required or proposed to be taken. These financial statements, the auditor's report thereon and management's discussion and analysis for the financial year ended September 30, 2020 are available under the Company's profile on SEDAR at www.sedar.com.

Appointment and Remuneration of Auditor

At the Meeting, Shareholders will be asked to approve the re-appointment of Davidson & Company LLP (“**Davidson**”) at 1200 – 609 Granville Street, Vancouver, British Columbia, V7Y 1G6 as the auditor of the Company to hold office until the next annual general meeting of the shareholders of the Company and to authorize the Board to fix their remuneration. Davidson has been the auditor of the Company since November 21, 2017.

Effective on completion of the Qualifying Transaction, the Resulting Issuer Board (as hereinafter defined) will appoint Manning Elliott LLP of 1700 – 1030 West Georgia Street, Vancouver, BC, V6E, 2Y3 as the auditor of the Resulting Issuer. Manning Elliott LLP are the auditor of TTGI.

Unless authority is withheld, the persons designated as proxyholders in the accompanying instrument of proxy intend to vote FOR the appointment of Davidson as the Company’s independent auditor for the ensuing year and the authorization of the Board to fix the auditor’s remuneration.

Fixing the Number of Directors and Election of Directors

Each director of the Company is elected annually and holds office until the next annual general meeting of shareholders or until his or her successor is duly elected by shareholders, unless his or her office is earlier vacated in accordance with the articles of the Company or any successor corporation thereof.

In light of the Qualifying Transaction, the Shareholders will be asked at the Meeting to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution:

- (a) fixing the size of the Board at four (4) directors, subject to increasing the size of the Board concurrently with the completion of the Qualifying Transaction as described in the Information Circular; and
- (b) approving four (4) directors proposed by management of the Company, with each of Robin Hutchison, Michael Hutchison, Ralph Garcea and Vassilios Mitoulas recommended for election at the Meeting (the “**Original Board**”), to hold office until the earlier of (i) the completion of the Qualifying Transaction or (ii) if the Qualifying Transaction is not completed, until the next annual general meeting of the shareholders or until their successors are duly elected or appointed;

Shareholders will be asked to vote either for or against the fixing of the board at four (4) directors, subject to increasing the size of the Original Board concurrently with the completion of the Qualifying Transaction as described in the Information Circular.

Voting for the election of the four proposed directors of the Original Board will be conducted on an individual, and not slate basis. Shareholders can vote for all of the directors comprising the Original Board set forth herein, vote for some of them and withhold for others, or withhold for all of them.

Management does not contemplate that any of the proposed directors comprising the Original Board will be unable to serve as a director, but if that should occur for any reason prior to the Meeting, it is intended that discretionary authority will be exercised by the persons named in the accompanying form of proxy to vote the proxy for the election of any other person or persons in place of any proposed directors comprising the Original Board unable to serve. All proposed directors comprising the Original Board have established their eligibility and willingness to serve as directors.

The Board unanimously recommends that the Shareholders vote FOR the fixing of the board at four (4) directors, subject to increasing the size of the Board concurrently with the completion of the Qualifying Transaction as described in the Information Circular and FOR the election of the said persons to the board of directors. Unless authority is withheld, the persons designated as proxyholders in the accompanying instrument of proxy intend to vote FOR the above resolutions.

Information with respect to each proposed director of the Original Board is included below. The disclosure below is based upon information furnished by the respective proposed director. Except as indicated below, each of the proposed directors has held the principal occupation shown beside the director's name in the table below or another executive office with the same or a related company, for the last five years.

Original Board

The following table sets out required information regarding the persons nominated by management for election as a director, and which comprise the Original Board. No proposed director is to be elected under any arrangement or understanding between the proposed director and any other person or company, except the directors and executive officers of the Company acting solely in such capacity.

Name and Municipality of Residence	Positions and Offices Held	Principal Occupation, Business or Employment During the Past Five Years	Common Shares Owned or Controlled or Directed⁽³⁾	Percentage of Common Shares Owned or Controlled or Directed⁽⁴⁾
Robin Hutchison ⁽¹⁾⁽²⁾ <i>British Columbia, Canada</i>	President, Chief Executive Officer and Director	Executive Chairman, biOasis Technologies Inc. (2017 – Present) Chief Executive Officer, biOasis Technologies Inc. (2008 – 2017) Chairman, Pascal Biosciences Inc., (2013 – 2015)	100,000	0.98%
Ralph Garcea ⁽¹⁾⁽²⁾ <i>Ontario, Canada</i>	Director	Managing Partner and Co-Founder, Focus Merchant Group (2018-Present) Managing Director, Technology Research, Echelon Wealth Partners (2017-2018) Managing Director, Technology Research, Cantor Fitzgerald Canada (2015-2017)	1,119,166	10.9%
Michael Hutchison ⁽¹⁾⁽²⁾ <i>British Columbia, Canada</i>	Director	Principal, Smith Hutchison Law Corporation	100,000	0.98%
Vassilios Mitoulas ⁽²⁾ <i>Ontario, Canada</i>	Director	Principal of Venture North Capital Inc.	1,179,167	11.5%

Notes:

- (1) Member of the Audit Committee.
- (2) The information in the table has been confirmed by the respective directors individually.
- (3) Prior to the Consolidation (as defined below). The figures in this table are as of the mailing date of this management information circular.
- (4) On a non-diluted basis.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

For the purposes of the following disclosure, “order” means (a) a cease trade order; (b) an order similar to a cease trade order; or (c) an order that denied the relevant company access to any exemption under securities legislation, any of which was in effect for a period of more than thirty (30) consecutive days.

Other than as is disclosed herein, no current directors or proposed directors of the Company:

- (a) is, as at the date of this Information Circular, or has been, within ten (10) years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that,

- (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
 - (ii) was subject to an order that was issued after the proposed director was acting in the capacity as director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;
- (b) is, as at the date of this Information Circular, or has been within ten (10) years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, amalgamation or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
 - (c) has, within the ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, amalgamation or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
 - (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Approval of the Resulting Issuer Board Resolution

In connection with the Qualifying Transaction, it is desirable to elect directors of the Resulting Issuer to serve from the effective closing time of the Qualifying Transaction (the “**Change of Board Time**”) until the close of the next annual meeting of Shareholders of the Resulting Issuer or until their successors are elected or appointed.

In light of the Qualifying Transaction, the Shareholders will also be asked at the Meeting to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution:

- (a) concurrently with, and conditional upon, the completion of the Qualifying Transaction, fixing the size of the Resulting Issuer Board at six (6) directors; and
- (b) concurrently with, and conditional upon, the completion of the Qualifying Transaction, approving six (6) directors to the Resulting Issuer Board, with each of Derek Spratt, Johan Arnet, Ralph Garcea, Jim Lovie, Mel Steinke and Evelyn Bailey recommended as directors of the Resulting Issuer (the “**Resulting Issuer Board**”), to hold office until the next annual general meeting of the shareholders following the completion of the Qualifying Transaction, or until their successors are duly elected or appointed.

It is a condition to the completion of the Qualifying Transaction that the proposed members of the Resulting Issuer Board, comprised of six (6) individuals, referred to above, be elected, effective at the Change of Board Time, as directors of the Resulting Issuer. At the time of the Meeting, the Qualifying Transaction will not yet have been completed and there can be no assurance at that time that it will be completed.

THE RESOLUTIONS FIXING THE NUMBER OF DIRECTORS ON THE RESULTING ISSUER BOARD AND APPROVING THE ELECTION OF THE MEMBERS OF THE RESULTING ISSUER BOARD WILL ONLY BE EFFECTIVE IN THE EVENT THAT THE QUALIFYING TRANSACTION IS SUCCESSFULLY COMPLETED.

Shareholders will be asked to vote either for or against the fixing of the board at six (6) directors, subject to the completion of the Qualifying Transaction as described in the Information Circular

Voting for the election of the proposed directors comprising the Resulting Issuer Board will be conducted on an individual, and not slate basis. Shareholders can vote for all of the proposed directors set forth herein, vote for some of them and withhold for others, or withhold for all of them.

The Board unanimously recommends that Shareholders vote FOR the fixing of the size of the Resulting Issuer Board at six (6) directors and FOR the election of the said persons to the Resulting Issuer Board both concurrently with, and conditional upon, the completion of the Qualifying Transaction. In the absence of contrary instructions, the persons designated as proxyholders in the accompanying instrument of proxy intend to vote FOR the above resolutions.

See below for detailed information concerning the proposed directors comprising the Resulting Issuer Board.

Resulting Issuer Board

The following table sets forth the name of each of the persons proposed to be nominated for election as a director of the Company as part of the Resulting Issuer Board, all positions and offices in the Company presently held by such nominees, the nominees' municipality and country of residence, principal occupation within the five preceding years, the period during which the nominees have served as directors, and the number and percentage of Common Shares beneficially owned by the nominees, directly or indirectly, or over which control or direction is exercised.

Name and Municipality of Residence	Positions and Offices Held	Principal Occupation, Business or Employment During the Past Five Years	Common Shares Owned or Controlled or Directed⁽¹⁾	Percentage of Common Shares Owned or Controlled or Directed⁽¹⁾
Derek Spratt <i>Vancouver, British Columbia</i>	Proposed Director	Chairman of TTGI and predecessor corporations since 2019; Managing Director ScaleUP Ventures 2017 - 2019	Nil	N/A
Johan Arnet <i>North Vancouver, British Columbia</i>	Proposed Director	CEO of TTGI and predecessor corporations	Nil	N/A
Ralph Garcea <i>Caledon, Ontario</i>	Director	Managing Partner and Co-Founder, Focus Merchant Group (2018-Present) Managing Director, Technology Research, Echelon Wealth Partners (2017-2018) Managing Director, Technology Research, Cantor Fitzgerald Canada (2015-2017)	1,419,166 ⁽²⁾	13.9%
Jim Lovie <i>Toronto, Ontario</i>	Proposed Director	Director of TTGI	Nil	N/A
Mel Steinke <i>Toronto, Ontario</i>	Proposed Director	Director of TTGI	Nil	N/A

Name and Municipality of Residence	Positions and Offices Held	Principal Occupation, Business or Employment During the Past Five Years	Common Shares Owned or Controlled or Directed ⁽¹⁾	Percentage of Common Shares Owned or Controlled or Directed ⁽¹⁾
Evelyn Bailey <i>Port Carling, Ontario</i>	Proposed Director	Global Managing Partner, Scotiabank - Kyndryl (Nov 2021, spin off of IBM) Global Managing Director, Scotiabank - IBM (June 2019 - Nov 2021) Senior Vice President, Data & AI - IBM Corp, NY (2018-2019) Senior Vice President, Systems Technology - IBM Corp, NY (2016-2018)	Nil	N/A

Notes:

- (1) The information as to the Common Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, not being within the knowledge of the Company, was obtained from the respective nominees themselves. Information provided as at the Record Date and prior to giving effect to the Consolidation.
- (2) Including the 300,000 Common Shares that will be transferred from Robin Hutchison, Judi Dalling, and Michael Hutchison to Mr. Garcea conditional upon the completion of the Qualifying Transaction. Prior to completion of the Qualifying Transaction, Mr. Garcea holds 1,119,166 Common Shares.

Resulting Issuer Board Biographies

The following are brief biographies of the proposed directors of the Resulting Issuer:

Derek Spratt, Proposed Director

Mr. Spratt has an Engineering degree from Queens University. He was formerly the CEO of Mobidia, Intrinsic Software and Consequent Technologies and the President of PCS Wireless. He was also Managing Director of ScaleUp Ventures and has been a board member with BC Discovery Fund, BC Advantage Funds, and an advisor to Quorum Capital and Bessemer Venture Partners.

Johan Arnet, Proposed Director

Mr. Arnet has founded and grown six IT, Internet and telecom companies since 1995. He began developing the proprietary software that is now TTGI's Multapplied-branded SD-WAN platform in 2009 and incorporated Multapplied Networks Inc. (now a wholly owned subsidiary of TTGI) in 2012. Mr. Arnet studied computer science at Simon Fraser University. Mr. Arnet founded Rocket Networks, an Internet service provider business in 2009 and sold it to TeliPhone Navigata in 2014. In addition to Multapplied Networks Inc., Mr. Arnet is co-founder of Plait Networks Inc. (a predecessor of TTGI) and a co-founder of TTGI. Mr. Arnet also owns IntrinsicIQ Technology Group Inc., a Vancouver-based IT value-added reseller and professional services company.

Ralph Garcea, Proposed Director

Mr. Garcea has an MBA from York University and an Engineering degree University of Toronto and worked for many years in the public markets as a technology analyst for Scotia Capital, Credit Suisse First Boston, and Haywood. Later in his career he worked as Managing Director for Northland Capital Partners, Global Maxfin Capital, Cantor Fitzgerald, and Echelon Wealth Partners. He is currently a board member with Converge Technologies and Managing Partner of Focus Merchant Group.

Jim Lovie, Proposed Director

Mr. Lovie is the former EVP of Sales for Rogers Communications Canada. He has also held senior executive roles with Xerox, Bell Canada.

Mel Steinke, Proposed Director

Mr. Steinke is the former CEO of Burntsand Inc., former President of Descartes Systems, and former CEO of Deloitte Consulting. He has an Engineering degree from Waterloo University.

Evelyn Bailey, Proposed Director

Ms. Bailey, ICD.D, has over 30 years of experience working in the IT industry for IBM in numerous capacities. She has worked in support of the Public Sector (BC Government), Bell Canada (Telcomm) and most recently Scotiabank (Financial) driving double digit growth by transforming business through leveraging IT capabilities. By aligning financial objectives with talent and collaboration with partners Ms Bailey has led complex turnarounds for multi billion dollar IBM divisions - Storage, Systems (Mainframe, UNIX/AIX) and Data & AI. Outcomes included balanced improvement in the P&L, double digit revenue growth and increased client satisfaction. Ms. Bailey completed her ICD.D in March 2020.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

For the purposes of the following disclosure, “order” means (a) a cease trade order; (b) an order similar to a cease trade order; or (c) an order that denied the relevant company access to any exemption under securities legislation, any of which was in effect for a period of more than thirty (30) consecutive days.

Other than as is disclosed herein, no current directors or proposed directors of the Resulting Issuer Board of the Company:

- (a) is, as at the date of this Information Circular, or has been, within ten (10) years before the date of this Information Circular, a director, chief executive officer or chief financial officer of any company (including the Company) that,
 - (i) was subject to an order that was issued while the proposed director was acting in the capacity as director, chief executive officer or chief financial officer; or
 - (ii) was subject to an order that was issued after the proposed director was acting in the capacity as director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer;
- (b) is, as at the date of this Information Circular, or has been within ten (10) years before the date of this Information Circular, a director or executive officer of any company (including the Company) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, amalgamation or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets;
- (c) has, within the ten (10) years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, amalgamation or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director; or
- (d) has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with securities regulatory authority or been subject to any other penalties or sanctions imposed by a court or regulatory body that would be likely to be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Approval of the Option Plan

The Company currently has a stock option plan in place, being the Option Plan, pursuant to which the Board may grant non-transferable options to purchase Common Shares to directors, officers, employees and technical consultants to the Company. The purpose and details of the Option Plan are described further under the section of this Information Circular titled “*Executive Compensation – Option Plan*”.

The Option Plan was adopted by the Shareholders on June 12, 2019 and was approved by the Shareholders on December 21, 2020. The policies of the Exchange require all rolling stock option plans (i.e., a plan reserving for issuance pursuant to the exercise of stock options a number of shares of the issuer equal to up to a maximum of 10% of the issued shares of the issuer at the time of any stock option grant) be approved annually at the issuer’s annual general meeting.

On December 21, 2020 the Company held an annual and special meeting of the Shareholders whereby they, among other things, received approval of the Shareholders to approve the Option Plan.

In accordance with the requirements of the Exchange, the Option Plan must be reapproved by the Shareholders at each annual general meeting. Other than as identified herein, there have not been any material changes to the Option Plan since the approval of the Shareholders on December 21, 2020. At the Meeting, Shareholders will be asked to consider and, if deemed advisable, to approve an ordinary resolution approving the Option Plan. Should the Qualifying Transaction close, the Resulting Issuer Option Plan will replace the Option Plan and the Option Plan will remain in effect until the expiry of any outstanding options granted thereunder in accordance with the terms and conditions of the Option Plan but no new options will be granted thereunder. Should the Qualifying Transaction fail to close, the Option Plan shall remain effective until the next annual general meeting of the Company if the ordinary resolution approving the Option Plan is approved by a simple majority of the votes cast thereon by Shareholders present in person or represented by proxy at the Meeting. The Board and management of the Company believe that the approval of the Option Plan is in the best interests of the Company and its Shareholders and, accordingly, recommend that Shareholders vote in favour of the approval of the Option Plan.

At the Meeting, Shareholders will be asked to consider, and, if deemed advisable, to approve, with or without variation, an ordinary resolution approving the Option Plan. The text of the ordinary resolution which management intends to place before the Meeting for the approval of the Option Plan is as follows:

“**BE IT HEREBY RESOLVED** as an ordinary resolution of the Shareholders that:

1. the stock option plan of the Company, approved by the Shareholders on December 21, 2020 (the “**Option Plan**”), be and is hereby approved and adopted as the stock option plan of the Company;
2. any one director or officer may amend the form of the Option Plan in order to satisfy the requirements or requests of any regulatory authorities, including the Exchange, without requiring further approval of the shareholders of the Company; and
3. any one director or officer of the Company is authorized and directed, on behalf of the Company, to take all necessary steps and proceedings and to execute, deliver and file any and all declarations, agreements, documents and other instruments and do all such other acts and things (whether under corporate seal of the Company or otherwise) that may be necessary or desirable to give effect to this ordinary resolution.”

The Board unanimously recommends that Shareholders vote FOR the approval of the Option Plan. In the absence of contrary instructions, the persons designated as proxyholders in the accompanying instrument of proxy intend to vote FOR the approval of the Option Plan.

Approval of the Consolidation

Reasons for Consolidation

In connection with the Qualifying Transaction, the Company intends to issue Common Shares as consideration to the shareholders of TTGI. In order to align the value of the Common Shares to the price per Common Share at which the Qualifying Transaction will be completed, the Company proposes that, subject to obtaining all required regulatory approvals and satisfaction of all conditions to the Qualifying Transaction, immediately prior to the completion of the Qualifying Transaction the Company's issued and outstanding Common Shares be consolidated (the "**Consolidation**") on the basis of a minimum of five (5) pre-consolidation Common Shares and a maximum of ten (10) pre-consolidation Common Shares for each (1) post-consolidation Common Share, such Consolidation ratio to be determined in the sole discretion of the board of directors of the Company and to become effective only in the event that all conditions to the Qualifying Transaction have been satisfied or waived (other than conditions that may be or are intended to be satisfied only after the Consolidation Resolution (as defined below) is implemented).

Effect of Consolidation

If approved and implemented, the Consolidation will occur simultaneously for all of the Company's issued and outstanding Common Shares and will occur prior to the completion of the Qualifying Transaction. The Consolidation ratio will be the same for all Common Shares and will affect all holders of Common Shares uniformly and will not affect any Shareholder's percentage ownership interest in the Company, except to the extent that the Consolidation would otherwise result in any Shareholder owning a fractional Common Share. In the event a Shareholder would be entitled to receive a fractional Common Share after the Consolidation, no such fractional share will be issued and the number of Common Shares to be received by such Shareholder will be rounded up to the nearest whole in the event that the former holder of Common Shares is entitled to receive a fractional share representing 0.5 or more of a Common Share and be rounded down to the nearest whole number in the event that the former holder of Common Shares is entitled to receive a fractional share representing less than 0.5 of Common Share.

As the Company currently has an unlimited number of Common Shares authorized for issuance, the Consolidation will not have any effect on the number of Common Shares that remain available for future issuance. The exercise or conversion price and the number of Common Shares issuable under outstanding incentive stock options will be proportionately adjusted if the Consolidation is effected. As at the Record Date, the Company has 10,235,775 pre-Consolidation Common Shares issued and outstanding. Upon completion of the Consolidation, the number of post Consolidation Common Shares issued and outstanding (on a non-diluted basis), without giving effect to the Qualifying Transaction, will be approximately 2,047,155 Common Shares based on the minimum Consolidation ratio and will be approximately 1,023,577 Common Shares based on the maximum Consolidation ratio.

Vote Required

The Shareholders will be asked to consider and, if thought appropriate, to pass, with or without variation, a special resolution authorizing the Board, in its sole discretion, to effect the Consolidation. To be effective, the resolution in respect of the Consolidation must be approved by special resolution. To pass, a special resolution requires the affirmative vote of not less than two-thirds (2/3) of the votes cast by the holders of Common Shares present at the Meeting in person or represented by proxy at the Meeting. The Consolidation is required in order to complete the Qualifying Transaction and if approved will be given effect immediately prior to the completion of the Qualifying Transaction. If the holders of Common Shares do not approve the special resolution, the Qualifying Transaction may not proceed.

The complete text of the special resolution (the "**Consolidation Resolution**") to be placed before the Meeting authorizing the Board to effect the Consolidation is as follows:

"BE IT HEREBY RESOLVED as a special resolution of the Shareholders that:

1. the issued and outstanding Common Shares of the Company be consolidated on the basis of a minimum of five (5) pre-consolidation Common Shares and a maximum of ten (10) pre-consolidation Common Shares for each (1) post-consolidation Common Share, such Consolidation ratio to be determined in the

sole discretion of the board of directors of the Company and to become effective only in the event that all conditions to the Qualifying Transaction have been satisfied or waived (other than conditions that may be or are intended to be satisfied only after his resolution is implemented);

2. no fractional Common Shares shall be issued in connection with the Consolidation and, in the event a Shareholder would otherwise be entitled to receive a fractional Common Share in connection with the Consolidation, the number of Common Shares to be received by such Shareholder shall be rounded up to the nearest whole in the event that the former holder of Common Shares is entitled to receive a fractional share representing 0.5 or more of a Common Share and be rounded down to the nearest whole number in the event that the former holder of Common Shares is entitled to receive a fractional share representing less than 0.5 of Common Share;
3. any one director or officer of the Company is authorized to set the record date to give effect to the Consolidation and the resolution described herein shall be deposited at the Company's registered and records office;
4. any one director or officer be and is hereby authorized and directed on behalf of the Company to do any and all acts and things and execute all further deeds, documents, instruments and other writings as the director or officer, in the director's or officer's sole discretion, considers necessary or desirable to carry out and give effect to this resolution; and
5. notwithstanding approval of the shareholders of the Company as herein provided, the board of directors of the Company may, in its sole discretion, revoke the special resolution before it is acted upon without further approval of the shareholders of the Company."

THE CONSOLIDATION RESOLUTION WILL ONLY BE EFFECTIVE IN THE EVENT THAT THE QUALIFYING TRANSACTION IS SUCCESSFULLY COMPLETED.

The Board unanimously recommends that Shareholders vote FOR the Consolidation Resolution. In the absence of contrary instructions, the persons designated as proxyholders in the accompanying instrument of proxy intend to vote FOR the Consolidation Resolution.

Approval of the Resulting Issuer Option Plan

The Company currently has a stock option plan in place, being the Option Plan, pursuant to which the Board may grant non-transferable options to purchase Common Shares to directors, officers, employees and technical consultants to the Company. The purpose and details of the Option Plan are described further under the section of this Information Circular titled "*Executive Compensation – Option Plan*".

On completion of the Qualifying Transaction, it is proposed that the Option Plan be replaced by a new stock option plan (the "**Resulting Issuer Option Plan**"). The total number of options which will be reserved for issuance under the Resulting Issuer Option Plan will be the number which represents 20% of the number of Common Shares of the Company which will be outstanding once the Qualifying Transaction has been completed.

The Resulting Issuer Option Plan has been developed in accordance with applicable Exchange policies, and provides that any options granted will generally vest on the following basis:

- (a) 25% of the options on the date of granting of the options;
- (b) 25% of the options on the expiry of six months from the date of granting of the options;
- (c) 25% of the options on the expiry of 12 months from the date of granting of the options; and
- (d) 25% of the options on the expiry of 18 months from the date of granting of the options.

Exchange Policy 4.4 provides that the Resulting Issuer Option Plan must receive “disinterested shareholder approval,” which is defined as being approval by a majority of votes cast by all shareholders at the Meeting excluding votes attached to shares beneficially owned by insiders of the Company and their associates, if the number of shares reserved for issuance under the Resulting Issuer Option Plan to be granted to insiders of the Company will exceed 10% of the outstanding Common Shares of the Company, the grant of options to insiders as a group within a 12 month period will exceed 10% of the outstanding Common Shares or if the aggregate number of options granted to any one person within a 12 month period will exceed 5% of the outstanding Common Shares. As the Company anticipates that this will be the case once the Resulting Issuer Option Plan has been implemented, shareholders will be asked at the Meeting to provide disinterested shareholder approval for the Resulting Issuer Option Plan. The full text of the proposed Resulting Issuer Option Plan is attached to this Information Circular as Appendix “B”.

In addition to disinterested shareholder approval, the Resulting Issuer Option Plan will also require the final approval of the Exchange. As set out in the text of the resolution, notwithstanding its approval, the board of directors may determine not to proceed with the Resulting Issuer Option Plan at any time prior to its implementation.

Shareholder Approval of the Resulting Issuer Option Plan

At the Meeting, the disinterested shareholders of the Company will be asked to consider and, if deemed advisable, to pass, with or without variation, an ordinary resolution (the “**Resulting Issuer Option Plan Resolution**”) confirming and approving the Resulting Issuer Option Plan. In order to be passed, the Resulting Issuer Option Plan Resolution requires the approval of a simple majority of the votes cast thereon by Shareholders present in person or represented by proxy at the Meeting, excluding the votes attaching to Common Shares beneficially owned by insiders of the Company to whom options may be granted under the Resulting Issuer Option Plan and each of their respective associates. However, no current insiders of the Company are expected to be granted options under the Resulting Issuer Option Plan and therefore it is not expected that any votes will be excluded.

The complete text of the Resulting Issuer Option Plan Resolution to be placed before the Meeting confirming and approving the Resulting Issuer Option Plan is as follows:

“**BE IT HEREBY RESOLVED** as an ordinary resolution of disinterested Shareholders of the Company that:

1. The option plan of the Resulting Issuer (being the Company following the completion of the Qualifying Transaction), the full text of which is included in Appendix “B” – “*Resulting Issuer Option Plan*” to the Information Circular (the “**Resulting Issuer Option Plan**”) be, and the same hereby is, authorized, approved and adopted as the share incentive plan of the Resulting Issuer, to become effective upon completion of the Qualifying Transaction.
2. The board of directors of the Resulting Issuer is hereby authorized and empowered to make any changes to the Resulting Issuer Option Plan as may be required by the Exchange.
3. The board of directors of the Resulting Issuer is hereby authorized and empowered to revoke these resolutions and not proceed with the adoption of the Resulting Issuer Option Plan without requiring further approval of the shareholders in that regard.
4. Any one director or officer of the Resulting Issuer be, and each of them hereby is, authorized and empowered, acting for, in the name of and on behalf of the Resulting Issuer, to execute or to cause to be executed, under the corporate seal of the Resulting Issuer or otherwise, and to deliver or to cause to be delivered, all such other documents and instruments, and to perform or to cause to be performed all such other acts and things as in such person’s opinion may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.”

THE RESULTING ISSUER OPTION PLAN RESOLUTION WILL ONLY BE EFFECTIVE IN THE EVENT THAT THE QUALIFYING TRANSACTION IS SUCCESSFULLY COMPLETED.

The Board unanimously recommends that Shareholders vote FOR the Resulting Issuer Option Resolution. In the absence of contrary instructions, the persons designated as proxyholders in the accompanying instrument of proxy intend to vote FOR the Resulting Issuer Option Plan Resolution.

New Articles

In connection with the Qualifying Transaction, the Shareholders will be asked to consider and, if deemed advisable, to approve, with or without variation, a special resolution to approve of the adoption of new Articles (the “**New Articles**”) and the alteration of the Company’s existing notice of articles (the “**Altered Notice of Articles**”), subject to the completion of the Qualifying Transaction (the “**Articles Resolution**”).

The New Articles will be adopted to replace the existing Articles of the Company and together with the Altered Notice of Articles will constitute the governing instrument of the Resulting Issuer under the BCBCA as at the effective closing time of the Qualifying Transaction.

In respect of the New Articles and the Altered Notice of Articles, the existing Common Shares will be re-designated as “Class “A” Voting Common Shares”, but the rights and restrictions attached to the Company’s Common Shares will remain unchanged. The holders of Class “A” Voting Common Shares will still be entitled to dividends, subject to the prior rights of any other class of shares of the Company, if, as and when declared by the Board, to one vote per Class “A” Voting Common Share at meetings of the shareholders of the Company and, upon dissolution, to share equally in such assets of the Company as are distributable to the holders of Class “A” Voting Common Shares, subject to the rights, privileges, restrictions and conditions attaching to any other class of shares of the Company.

The special rights and restrictions attached to the Class B preferred Shares of the Company have not been altered in any material respect.

The major difference between the Company’s existing Articles and the New Articles is in respect of alterations to the authorized and issued share capital. Under the existing Articles, the following alterations require a special resolution of the Shareholders, while under the New Articles the alterations may be made by resolution of the directors, subject to the provisions of the BCBCA:

- (1) the creation of 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, the elimination of that class or series of shares;
- (2) an increase, reduction or elimination of the maximum number of shares that the Company is authorized to issue out of any class or series of shares or the establishment of 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. a decrease in the par value of those shares; or
 - b. if none of the shares of that class of shares are allotted or issued, an increase in the par value of those shares;
- (4) the consolidation or subdivision of all or any of the Company’s unissued or fully paid issued shares in any manner;
- (5) a change to all or any of the Company’s 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) the alteration of the identifying name of any of the Company's shares; or
- (7) any other alteration of the Company's shares or authorized share structure when required or permitted to do so by the BCBCA.

Under the existing Articles, where the BCBCA does not specify the type of resolution and the existing Articles do not specify another type of resolution, a special resolution of Shareholders is required to alter the existing Articles. Under the New Articles, where the BCBCA does not specify the type of resolution and the New Articles do not specify another type of resolution, an ordinary resolution of Shareholders is required to alter the New Articles.

A copy of the New Articles and Altered Notice of Articles are attached hereto as Appendix – "C".

Additionally, upon completion of the Qualifying Transaction, it is intended that the business of TTGI as currently constituted, will be the business of the Company. In connection therewith, the Company intends to change its name to "Turnium Technology Group Inc.", or such other name as the Board, in its sole discretion, deems appropriate (the "Name Change"). Management believes that the Name Change is in the best interests of the Company in order to reflect the change in its business activities. The Board will only take the steps necessary to change the Company's name to "Turnium Technology Group Inc. if the Qualifying Transaction is successfully completed.

The Shareholders will be asked to consider and, if deemed appropriate, to pass, with or without variation, a special resolution authorizing the adoption of the New Articles in replacement for the existing Articles and altering the Notice of Articles. In connection with altering the Notice of Articles, the Company will effect the Name Change. To pass, the special resolution requires the affirmative vote of not less than two-thirds (2/3) of the votes cast by the holders of Common Shares present at the Meeting in person or by proxy. If the Articles Resolution is not approved, the Qualifying Transaction may not proceed.

The complete text of the Articles Resolution to be placed before the Meeting authorizing the change of the name of the Company is as follows:

"BE IT HEREBY RESOLVED as a special resolution of the Shareholders that:

Alteration of Authorized Share Structure

1. The authorized share structure of the Company be altered by redesignating all of the existing Class A Common Shares without par value as Class A Voting Common Shares without par value.

Adoption of New Articles and Variation and Creation of Special Rights and Restrictions

1. The Articles of the Company be altered by:
 - (a) varying the existing special rights and restrictions attached to the existing Class A Common Shares and the existing Class B Preferred Shares and creating and attaching the special rights and restrictions to the Class A Voting Common Shares and the Class B Preferred Shares all as set out in Part 28 of the Articles of the Company adopted by these Special Resolutions; and
 - (b) cancelling the existing Articles of the Company in their entirety and adopting as the articles of the Company the Articles attached as Appendix C to the Management Information Circular of the Company dated November 19, 2021.

Alteration of Notice of Articles

1. The Notice of Articles be altered to reflect the aforesaid alterations as set forth in the Alteration Notice attached as Appendix C to the Management Information Circular of the Company dated November 19, 2021.
2. The aforesaid alterations will not take effect until this Special Resolution is received for deposit at the Corporate Records Office for the Company and the Altered Notice of Articles is filed with the Registrar of Companies.

Execution and Electronic Filing

1. Any director or officer of the Company, or the Company's agent, is authorized for and on behalf and in the name of the Company to execute and deliver all such documents and instruments, and to do all such further acts, as may be necessary to give full effect to these Special Resolutions or as may be required to carry out the full intent and meaning thereof.
2. The Company further appoints Harper Grey LLP as its agent to attend to the electronic filing of the Altered Notice of Articles with the Registrar of Companies for British Columbia.

THE ARTICLES RESOLUTION WILL ONLY BE EFFECTIVE IN THE EVENT THAT THE QUALIFYING TRANSACTION IS SUCCESSFULLY COMPLETED.

The Board unanimously recommends that Shareholders vote FOR the Articles Resolution. In the absence of contrary instructions, the persons designated as proxyholders in the accompanying instrument of proxy intend to vote FOR the Articles Resolution.

Other Business

Management is not aware of any other matters to come before the Meeting, other than those set out in the Notice of Meeting. **If any other matter properly comes before the Meeting, it is the intention of the management designees, if named as proxyholders, to vote the same in accordance with their best judgment on such matter.**

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

No informed person or proposed director of the Company and no associate or affiliate of the foregoing persons has or has had any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or its subsidiaries.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS

As at November 19, 2021, there is no indebtedness outstanding of any current or former director, executive officer or employee of the Company or any of its subsidiaries which is owing to the Company or any of its subsidiaries or to another entity which is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, entered into in connection with a purchase of securities or otherwise.

No individual who is, or at any time during the most recently completed financial year was, a director or executive officer of the Company, no proposed nominee for election as a director of the Company and no associate of such persons:

- (i) is, or at any time since the beginning of the most recently completed financial year has been, indebted to the Company or any of its subsidiaries; or

(ii) indebted to another entity, where such indebtedness is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, in relation to a securities purchase program or other program.

ADDITIONAL INFORMATION

Additional information relating to the Company is on SEDAR at www.sedar.com. Shareholders may contact the Company by telephone at (604) 633-4446, or by fax at (604) 736-9614 to request copies of the Company's financial statements and MD&A.

Financial information is provided in the Company's comparative financial statements and MD&A for its most recently completed financial year which are filed on SEDAR.

APPENDIX “A” – AUDIT COMMITTEE CHARTER

MANDATE

The primary function of the audit committee (the “Committee”) of RMR Science Technologies Inc. (the “Company”) is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company’s systems of internal controls regarding finance and accounting and the Company’s auditing, accounting and financial reporting processes. The Committee’s primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company’s financial reporting and internal controls system and review the Company’s financial statements.
- Review and appraise the performance of the Company’s external auditors (the “Auditor”).
- Provide an open avenue of communication among the Company’s auditors, management and the Board of Directors.

COMPOSITION, PROCEDURES AND ORGANIZATION

The Committee shall consist of at least three members. Each member must be a director of the Company. A majority of the members of the Committee shall not be officers or employees of the Company or of an affiliate of the Company. At least one (1) member of the Committee shall be financially literate. All members of the Committee who are not financially literate will work towards becoming financially literate to obtain working familiarity with basic finance and accounting practices. For the purposes of this Charter, the term “financially literate” means the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the Company’s financial statements.

The members of the Committee shall be appointed by the Board of Directors at its first meeting following the annual shareholders’ meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership. The Chair shall be financially literate.

The Board of Directors may at any time remove or replace any member of the Committee and may fill any vacancy in the Committee.

MEETINGS OF THE COMMITTEE

Meetings of the Committee shall be scheduled to take place at regular intervals and, in any event, not less frequently than quarterly. Unless all members are present and waive notice, or those absent waive notice before or after a meeting, the Chairman will give the Committee members 24 hours’ advance notice of each meeting and the matters to be discussed at such meeting. Notice may be given personally, by telephone, by facsimile or e-mail.

The Auditor shall be given reasonable notice of, and be entitled to attend and speak at, each meeting of the Committee concerning the Company's annual financial statements and, if the Committee determines it to be necessary or appropriate, at any other meeting. On request by the Auditor, the Chair shall call a meeting of the Committee to consider any matter that the Auditor believes should be brought to the attention of the Committee, the Board of Directors or the shareholders of the Company.

At each meeting of the Committee, a quorum shall consist of a majority of members that are not officers or employees of the Company or of an affiliate of the Company. A member may participate in a meeting of the Committee in person or by telephone if all members participating in the meeting, whether in person or by telephone or other communications medium other than telephone are able to communicate with each other and if all members who wish to participate in the meeting agree to such participation.

The Committee may periodically meet separately with each of management and the Auditor to discuss any matters that the Committee or any of these groups believes would be appropriate to discuss privately. In addition, the Committee should meet with the Auditor and management annually to review the Company's financial statements.

The Committee may invite to its meetings any director, any manager of the Company, and any other person whom it deems appropriate to consult in order to carry out its responsibilities.

RESPONSIBILITIES AND DUTIES

To fulfill its responsibilities and duties, the Committee shall:

- (a) Review the Company's financial statements, including any certification, report, opinion, or review rendered by the Auditor, MD&A and any annual and interim earnings press releases before the Company publicly discloses such information.
- (b) Review and satisfy itself that adequate procedures are in place and review the Company's public disclosure of financial information extracted or derived from its financial statements, other than disclosure described in the previous paragraph, and periodically assess the adequacy of those procedures.
- (c) Be directly responsible for overseeing the work by the Auditor (including resolution of disagreements between management and the Auditor regarding financial reporting) engaged for the purpose of preparing or issuing an audit report or performing other audit review services for the Company.
- (d) Require the Auditor to report directly to the Committee.
- (e) Review annually the performance of the Auditor who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.
- (f) Review and discuss with the Auditor any disclosed relationships or services that may impact the objectivity and independence of the Auditor.
- (g) Take, or recommend that the Board of Directors take, appropriate action to oversee the independence of the Auditor.

- (h) Recommend to the Board of Directors the external auditor to be nominated at the annual general meeting for appointment of the Auditor for the ensuing year and the compensation for the Auditors, or, if applicable, the replacement of the Auditor.
- (i) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the Auditor and former independent external auditors of the Company.
- (j) Review with management and the Auditor the audit plan for the annual financial statements.
- (k) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services provided by the Auditor. The pre-approval requirement is waived with respect to the provision of non-audit services if:
 - (i) the aggregate amount of all such non-audit services that were not pre-approved is reasonably expected to constitute not more than 5% of the total amount of fees paid by the Company and its subsidiary entities to the Auditor during the fiscal year in which the non-audit services are provided;
 - (ii) such services were not recognized by the Company at the time of the engagement to be non-audit services; and
 - (iii) such services are promptly brought to the attention of the Committee and approved, prior to the completion of the audit, by the Committee or by one or more members of the Committee to whom authority to grant such approvals has been delegated by the Committee.

The Committee may delegate to one or more independent members of the Committee the authority to pre-approve non-audit services in satisfaction of the pre-approval requirement set forth in this section provided the pre-approval of non-audit services by any member to whom authority has been delegated must be presented to the Committee at its first scheduled meeting following such pre-approval.

- (l) In consultation with the Auditor, review with management the integrity of the Company's financial reporting process, both internal and external.
- (m) Consider the Auditor's judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.
- (n) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the Auditor and management.
- (o) Review significant judgments made by management in the preparation of the financial statements and the view of the Auditor as to the appropriateness of such judgments.
- (p) Following completion of the annual audit, review separately with management and the Auditor any significant difficulties encountered during the course of the audit, including any restrictions on the scope of the work or access to required information.
- (q) Review any significant disagreement among management and the Auditor in connection with the preparation of the financial statements.
- (r) Review with the Auditor and management the extent to which changes and improvements in financial or accounting practices have been implemented.
- (s) Discuss with the Auditor the Auditor's perception of the Company's financial and accounting personnel, any material recommendations which the Auditor may have, the level of co-operation which the Auditor

received during the course of their review and the adequacy of their access to records, data or other requested information.

- (t) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.
- (u) Establish procedures for:
 - (i) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls, or auditing matters; and
 - (ii) the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.
- (v) Perform such other duties as may be assigned to it by the Board of Directors from time to time or as may be required by applicable regulatory authorities or legislation.
- (w) Report regularly and on a timely basis to the Board of Directors on the matters coming before the Committee.
- (x) Review and reassess the adequacy of this Charter annually and recommend any proposed changes to the Board of Directors for approval.

AUTHORITY

The Committee is authorized to:

- to seek any information it requires from any employee of the Company in order to perform its duties;
- to engage, at the Company's expense, independent legal counsel or other professional advisors in any matter within the scope of the role and duties of the Committee under this Charter;
- to set and pay compensation for any advisors engaged by the Committee; and
- to communicate directly with the internal and external auditors of the Company.

This Charter supersedes and replaces all prior charters and other terms of reference pertaining to the Committee.

APPENDIX “B” – RESULTING ISSUER OPTION PLAN

See attached.

Turnium Technology Group Inc.

STOCK OPTION PLAN

Dated Effective XX, 20XX

1. PURPOSE OF THE PLAN

The Company hereby establishes a stock option plan for directors, senior officers, Employees, Consultants, Consultant Company or Management Company Employees (as such terms are defined below) of the Company and its subsidiaries, or an Eligible Charitable Organization (collectively “**Eligible Persons**”), to be known as the “Stock Option Plan” (the “**Plan**”). The purpose of the Plan is to give to Eligible Persons, as additional compensation, the opportunity to participate in the success of the Company by granting to such individuals options, exercisable over periods of up to ten years, as determined by the board of directors of the Company, to buy shares of the Company at a price equal to the Market Price prevailing on the date the option is granted less applicable discount, if any, permitted by the policies of the Exchange and approved by the Board.

2. DEFINITIONS

In this Plan, the following terms shall have the following meanings:

“**Associate**” means an “Associate” as defined in the TSXV Policies.

“**Board**” means the Board of Directors of the Company.

“**Change of Control**” means the acquisition by any person or by any person and all Joint Actors, whether directly or indirectly, of voting securities (as defined in the *Securities Act*) of the Company, which, when added to all other voting securities of the Company at the time held by such person or by such person and a Joint Actor, totals for the first time not less than fifty percent (50%) of the outstanding voting securities of the Company or the votes attached to those securities are sufficient, if exercised, to elect a majority of the Board of Directors of the Company.

“**Company**” means Turnium Technology Group Inc. and its successors.

“**Consultant**” means a “Consultant” as defined in the TSXV Policies.

“**Consultant Company**” means a “Consultant Company” as defined in the TSXV Policies.

“**Disability**” means any disability with respect to an Optionee which the Board, in its sole and unfettered discretion, considers likely to prevent permanently the Optionee from:

- (a) being employed or engaged by the Company, its subsidiaries or another employer, in a position the same as or similar to that in which he was last employed or engaged by the Company or its subsidiaries; or
- (b) acting as a director or officer of the Company or its subsidiaries.

“Discounted Market Price” of Shares means, if the Shares are listed only on the TSX Venture Exchange, the Market Price less the maximum discount permitted under the TSXV Policy applicable to Options.

“Eligible Charitable Organization” means an “Eligible Charitable Organization” as defined in the TSXV Policies.

“Eligible Persons” has the meaning given to that term in section 1 hereof.

“Employee” means an “Employee” as defined in the TSXV Policies.

“Exchange” means the TSX Venture Exchange and, if applicable, any other stock exchange on which the Shares are listed.

“Exchange Hold Period” means a four month resale restriction imposed by TSXV Policies.

“Expiry Date” means the date set by the Board under subsection 3.1 of the Plan, as the last date on which an Option may be exercised.

“Grant Date” means the date specified in the Option Agreement as the date on which an Option is granted.

“Insider” means an “Insider” as defined in the British Columbia *Securities Act*.

“Investor Relations Activities” means “Investor Relations Activities” as defined in the TSXV Policies.

“Joint Actor” has the meaning defined in National Instrument 62-103, *The Early Warning System and Related Take-Over Bid and Insider Reporting Issues*.

“Management Company Employee” means a “Management Company Employee” as defined in the TSXV Policies.

“Market Price” of Shares at any Grant Date means the last closing price per Share on the trading day immediately preceding the day on which the Company announces the grant of the Option or, if the grant is not announced, on the Grant Date, or if the Shares are not listed on any stock exchange, “Market Price” of Shares means the price per Share on the over-the-counter market determined by dividing the aggregate sale price of the Shares sold by the total number of such Shares so sold on the applicable market for the last day prior to the Grant Date.

“Option” means an option to purchase Shares granted pursuant to this Plan.

“Option Agreement” means an agreement, in the form attached hereto as Schedule “A”, whereby the Company grants to an Optionee an Option.

“Optionee” means each Eligible Person granted an Option pursuant to this Plan and their heirs, executors and administrators.

“**Option Price**” means the price per Share specified in an Option Agreement, adjusted from time to time in accordance with the provisions of section 5.

“**Option Shares**” means the aggregate number of Shares which an Optionee may purchase under an Option.

“**Plan**” means this Stock Option Plan.

“**Qualifying Transaction**” means the amalgamation of a wholly owned subsidiary of the Company with Turnium Technology Group, Inc.

“**Shares**” means the common shares in the capital of the Company as constituted on the Grant Date provided that, in the event of any adjustment pursuant to section 5, “Shares” shall thereafter mean the shares or other property resulting from the events giving rise to the adjustment.

“**Securities Act**” means the *Securities Act*, R.S.B.C. 1996, c.418, as amended from time to time.

“**TSXV Policies**” means the policies included in the TSX Venture Exchange Corporate Finance Manual and “**TSXV Policy**” means any one of them.

“**Unissued Option Shares**” means the number of Shares which have, at a particular time, been reserved for issuance upon the exercise of an Option, but which have not been issued, as adjusted from time to time in accordance with the provisions of section 5, such adjustments to be cumulative.

“**Unlisted Issuer**” means a company, corporation trust or limited partnership which has no securities listed or quoted on any stock exchange, nor has outstanding securities for which trading is reported to or through a stock exchange or public market.

“**Vested**” means that an Option has become exercisable in respect of a number of Option Shares by the Optionee pursuant to the terms of the Option Agreement.

3. GRANT OF OPTIONS

3.1 Option Terms

The Board may from time to time authorize the allocation and issue of Options to specific Eligible Persons of the Company and its subsidiaries. The Option Price under each Option so allocated shall be not less than the Discounted Market Price on the Grant Date. The Expiry Date for each Option shall be set by the Board at the time of issue of the Option and shall not be more than ten years after the Grant Date. Options shall not be assignable (or transferable) by the Optionee. Both the Company and the Optionee are responsible for ensuring and confirming that the Optionee is a *bona fide* Eligible Person.

3.2 Limits on Shares Issuable on Exercise of Options

The maximum number of Shares which may be issuable pursuant to Options granted under the Plan shall be that number as is equal to 20% of the Company's issued and outstanding Shares

immediately following closing of the Qualifying Transaction. The number of Shares reserved for issuance under the Plan and all of the Company's other previously established or proposed share compensation arrangements in aggregate shall not exceed 20% of the total number of issued and outstanding shares on a non-diluted basis immediately following closing of the Qualifying Transaction.

The number of Shares which may be issuable under the Plan and all of the Company's other previously established or proposed share compensation arrangements, within a one-year period:

- (a) to all Insiders shall not exceed 10% of the total number of issued and outstanding shares on the Grant Date on a non-diluted basis (unless the Plan has been approved by the disinterested shareholders of the Company in accordance with TSXV Policies);
- (b) to any one Optionee, shall not exceed 5% of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis (unless the Plan has approved by the disinterested shareholders of the Company in accordance with TSXV Policies);
- (c) to any one Consultant shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis; and
- (d) to all Eligible Persons who undertake Investor Relations Activities shall not exceed 2% in the aggregate of the total number of issued and outstanding Shares on the Grant Date on a non-diluted basis. The Company must publicly announce by press release at the time of the grant, any Options granted to Eligible Persons who undertake Investor Relations Activities.

3.3 Eligible Charitable Organizations

Notwithstanding the foregoing limitations, Options may be granted to Eligible Charitable Organizations for up to one percent (1%) of the total issued and outstanding shares of the Company from time to time, provided that such Options must expire on the earlier of: (i) 10 years from the date of the grant, and (ii) 90 days after the date that the Optionee ceases to be an Eligible Charitable Organization.

3.4 Option Agreements

Each Option shall be confirmed by the execution of an Option Agreement. Each Optionee shall have the Option to purchase from the Company the Option Shares at the time and in the manner set out in the Plan and in the Option Agreement applicable to that Optionee. For stock options to Employees, Consultants, Consultant Company or Management Company Employees, each of the Company and the Optionee is representing herein and in the applicable Option Agreement that the Optionee is a bona fide Employee, Consultant, Consultant Company or Management Company Employee, as the case may be, of the Company or its subsidiary. The execution of an Option Agreement shall constitute conclusive evidence that it has been completed in compliance with this Plan.

4. EXERCISE OF OPTION

4.1 When Options May be Exercised

Subject to subsections 4.3 and 4.4, an Option shall be granted as fully Vested on the Grant Date, and may be exercised to purchase any number of Shares up to the number of Unissued Option Shares at any time after the Grant Date, provided that this Plan has been previously approved by the shareholders of the Company, where such prior approval is required by TSXV Policies, up to 4:00 p.m. local time on the Expiry Date and shall not be exercisable thereafter.

4.2 Manner of Exercise

The Option shall be exercisable by delivering to the Company a notice specifying the number of Shares in respect of which the Option is exercised together with payment in full of the Option Price for each such Share. Upon notice and payment there will be binding contract for the issue of the Shares in respect of which the Option is exercised, upon and subject to the provisions of the Plan. Delivery of the Optionee's certified cheque or bank draft payable to the Company in the amount of the Option Price shall constitute payment of the Option Price unless the certified cheque is not honoured upon presentation for any reason, in which case the Option shall not have been validly exercised.

4.3 Vesting of Option Shares

An Option shall be granted hereunder as fully Vested, unless a vesting schedule is imposed by the Board as a condition of the grant on the Grant Date; and provided that if the Option is being granted to an Eligible Person who is providing Investor Relations Activities to the Company, then the Option must vest in stages over not less than 12 months and no more than one-quarter (1/4) of such Options may be vested in any three (3) month period.

4.4 Termination of Employment

If an Optionee ceases to be an Eligible Person, his or her Option shall be exercisable as follows:

(a) Death or Disability

If the Optionee ceases to be an Eligible Person, due to his or her death or Disability or, in the case of an Optionee that is a company, the death or Disability of the person who provides management or consulting services to the Company or to any entity controlled by the Company, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of:

- (i) 365 days after the date of death or Disability; and
- (ii) the Expiry Date.

(b) Termination For Cause

If the Optionee, or in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person as a result of termination for cause, as that term is interpreted by the courts of the jurisdiction in which the Optionee, or, in the case of a Management Company Employee or a Consultant Company, of the Optionee's employer, is employed or engaged; any outstanding Option held by such Optionee on the date of such termination shall be cancelled as of that date.

(c) Early Retirement, Voluntary Resignation or Termination Other than For Cause

If the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person due to his or her retirement at the request of his or her employer earlier than the normal retirement date under the Company's retirement policy then in force, or due to his or her termination by the Company other than for cause, or due to his or her voluntary resignation, the Option then held by the Optionee shall be exercisable to acquire Vested Unissued Option Shares at any time up to but not after the earlier of the Expiry Date and the date which is 90 days after the Optionee or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, ceases to be an Eligible Person.

4.5 Effect of a Take-Over Bid

If a *bona fide* offer (an “**Offer**”) for Shares is made to the Optionee or to shareholders of the Company generally or to a class of shareholders which includes the Optionee, which Offer, if accepted in whole or in part, would result in the offeror becoming a control person of the Company, within the meaning of subsection 1(1) of the *Securities Act*, the Company shall, immediately upon receipt of notice of the Offer, notify each Optionee of full particulars of the Offer, whereupon the Unissued Option Shares subject to such Option may be exercised in whole or in part by the Optionee so as to permit the Optionee to tender the Option Shares received upon such exercise, pursuant to the Offer. However, if:

- (a) the Offer is not completed within the time specified therein; or
- (b) all of the Option Shares tendered by the Optionee pursuant to the Offer are not taken up or paid for by the offeror in respect thereof,

then the Option Shares received upon such exercise, or in the case of clause (b) above, the Option Shares that are not taken up and paid for, may be returned by the Optionee to the Company and reinstated as authorized but unissued Shares and with respect to such returned Option Shares, the Option shall be reinstated as if it had not been exercised. If any Option Shares are returned to the Company under this subsection 4.5, the Company shall immediately refund the exercise price to the Optionee for such Option Shares.

4.6 Acceleration of Expiry Date

If at any time when an Option granted under the Plan remains unexercised with respect to any Unissued Option Shares, an Offer is made by an offeror, the Directors may, upon notifying each Optionee of full particulars of the Offer, declare that all Unissued Option Shares issuable upon the exercise of Options granted under the Plan, are Vested (subject to the proviso below), and declare that the Expiry Date for the exercise of all unexercised Options granted under the Plan is accelerated so that all Options will either be exercised or will expire prior to the date upon which Shares must be tendered pursuant to the Offer, PROVIDED THAT where an Option was granted to a Consultant providing Investor Relations Activities, the Directors' declaration that Unissued Option Shares issuable upon the exercise of such Options granted under the Plan be Vested with respect to such Unissued Option Shares, is subject to prior approval of the Exchange. The Directors shall give each Optionee as much notice as possible of the acceleration of the Options under this section, except that not less than 5 business days and not more than 35 days notice is required.

4.7 Effect of a Change of Control

If a Change of Control occurs, all Unissued Option Shares subject to each outstanding Option may be exercised in whole or in part by the Optionee.

4.8 Exclusion From Severance Allowance, Retirement Allowance or Termination Settlement

If the Optionee, or, in the case of a Management Company Employee or a Consultant Company, the Optionee's employer, retires, resigns or is terminated from employment or engagement with the Company or any subsidiary of the Company, the loss or limitation, if any, by the cancellation of the right to purchase Unissued Option Shares under the Option Agreement shall not give rise to any right to damages and shall not be included in the calculation of nor form any part of any severance allowance, retiring allowance or termination settlement of any kind whatsoever in respect of such Optionee.

4.9 Shares Not Acquired or Exercised

Any Unissued Option Shares not acquired by an Optionee under an Option which has expired may be made the subject of a further Option granted pursuant to the provisions of the Plan.

4.10 Extension of Term During Trading Black Out

In the event the Expiry Date of an Option falls on a date during a trading black out period that has been self imposed by the Company, the Expiry Date of the Option will be extended to the 10th business day following the date that the self imposed trading black out period is lifted by the Company. For greater certainty, the Expiry Date of an Option will not be extended in the event a cease trade order is issued by a securities regulatory authority against the Company or an Optionee.

4.11 Exchange Hold Period

If either (i) the Option Price is less than the Market Price at the time of the grant to any Optionee, or (ii) the Option is granted to a director, officer, promoter or other insider of the Company, and unless the Option grant is qualified by prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then the Option will bear an Exchange Hold Period, and the following legend will be inserted onto the first page of the Option Agreement:

Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ■, 20■ [i.e., four months and one day after the date of grant].

5. ADJUSTMENT OF OPTION PRICE AND NUMBER OF OPTION SHARES

5.1 Share Reorganization

Whenever the Company issues Shares to all or substantially all holders of Shares by way of a stock dividend or other distribution, or subdivides all outstanding Shares into a greater number of Shares, or combines or consolidates all outstanding Shares into a lesser number of Shares (each of such events being herein called a “**Share Reorganization**”) then effective immediately after the record date for such dividend or other distribution or the effective date of such subdivision, combination or consolidation, for each Option:

- (a) the Option Price will be adjusted to a price per Share which is the product of:
 - (i) the Option Price in effect immediately before that effective date or record date; and
 - (ii) a fraction, the numerator of which is the total number of Shares outstanding on that effective date or record date before giving effect to the Share Reorganization, and the denominator of which is the total number of Shares that are or would be outstanding immediately after such effective date or record date after giving effect to the Share Reorganization; and
- (b) the number of Unissued Option Shares will be adjusted by multiplying (i) the number of Unissued Option Shares immediately before such effective date or record date by (ii) a fraction which is the reciprocal of the fraction described in subparagraph (a)(ii).

5.2 Special Distribution

Subject to the prior approval of the Exchange, whenever the Company issues by way of a dividend or otherwise distributes to all or substantially all holders of Shares:

- (a) shares of the Company, other than the Shares;

- (b) evidences of indebtedness;
- (c) any cash or other assets, excluding cash dividends (other than cash dividends which the Board of Directors of the Company has determined to be outside the normal course); or
- (d) rights, options or warrants,

then to the extent that such dividend or distribution does not constitute a Share Reorganization (any of such non-excluded events being herein called a “**Special Distribution**”), and effective immediately after the record date at which holders of Shares are determined for purposes of the Special Distribution, for each Option the Option Price will be reduced, and the number of Unissued Option Shares will be correspondingly increased, by such amount, if any, as is determined by the Board in its sole and unfettered discretion to be appropriate in order to properly reflect any diminution in value of the Option Shares as a result of such Special Distribution.

5.3 Corporate Reorganization

Whenever there is:

- (a) a reclassification of outstanding Shares, a change of Shares into other shares or securities, or any other capital reorganization of the Company, other than as described in subsections 5.1 or 5.2;
- (b) a consolidation, merger or amalgamation of the Company with or into another corporation resulting in a reclassification of outstanding Shares into other shares or securities or a change of Shares into other shares or securities; or
- (c) a transaction whereby all or substantially all of the Company's undertaking and assets become the property of another corporation,

(any such event being herein called a “**Corporate Reorganization**”) the Optionee will have an Option to purchase (at the times, for the consideration, and subject to the terms and conditions set out in the Plan) and will accept on the exercise of such Option, in lieu of the Unissued Option Shares which he would otherwise have been entitled to purchase, the kind and amount of shares or other securities or property that he would have been entitled to receive as a result of the Corporate Reorganization if, on the effective date thereof, he had been the holder of all Unissued Option Shares or if appropriate, as otherwise determined by the Directors.

5.4 Determination of Option Price and Number of Unissued Option Shares

If any questions arise at any time with respect to the Option Price or number of Unissued Option Shares deliverable upon exercise of an Option following a Share Reorganization, Special Distribution or Corporate Reorganization, such questions shall be conclusively determined by the Company's auditor, or, if they decline to so act, any other firm of Chartered Accountants in Vancouver, British Columbia, that the Directors may designate and who will have access to all appropriate records and such determination will be binding upon the Company and all Optionees.

5.5 Regulatory Approval

Any adjustment to the Option Price or the number of Unissued Option Shares purchasable under the Plan pursuant to the operation of any one of subsection 5.1, 5.2 or 5.3 is subject to the approval of the Exchange where required pursuant to their policies, and compliance with the applicable securities rules or regulations of any other governmental authority having jurisdiction.

6. MISCELLANEOUS

6.1 Right to Employment

Neither this Plan nor any of the provisions hereof shall confer upon any Optionee any right with respect to employment or continued employment with the Company or any subsidiary of the Company or interfere in any way with the right of the Company or any subsidiary of the Company to terminate such employment.

6.2 Necessary Approvals

The Plan shall be effective immediately upon the approval of the Board of directors of the Company, where the Company is a non-reporting issuer. If the Company is a reporting issuer whose Shares are listed on any Exchange, then the Plan shall be effective only upon the approval of the shareholders of the Company given by way of an ordinary resolution in the case of a new Plan, and the written acceptance of the Plan by the Exchange where such prior approval is required by the policies of the Exchange. Any Options granted under this Plan before such approval shall only be exercised upon the receipt of such approval, where it is required by the policies of the Exchange. Disinterested shareholder approval (as required by the TSXV Policies) will also be obtained for any reduction in the exercise price of any Option granted under this Plan, if the Optionee is an Insider of the Company at the time of the proposed amendment. The obligation of the Company to sell and deliver Shares in accordance with the Plan is subject to compliance with the policies of the Exchange and applicable securities rules or regulations of any governmental authority having jurisdiction. If any Shares cannot be issued to any Optionee for any reason, including, without limitation, the failure to comply with such policies, rules or regulations, then the obligation of the Company to issue such Shares shall terminate and any Option Price paid by an Optionee to the Company shall be immediately refunded to the Optionee by the Company.

6.3 Administration of the Plan

The Directors shall, without limitation, have full and final authority in their discretion, but subject to the express provisions of the Plan, to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan and to make all other determinations deemed necessary or advisable in respect of the Plan. Except as set forth in subsection 5.4, the interpretation and construction of any provision of the Plan by the Directors shall be final and conclusive. Administration of the Plan shall be the responsibility of the appropriate officers of the Company and all costs in respect thereof shall be paid by the Company.

6.4 Income Taxes

As a condition of participation in the Plan, any Optionee shall on request authorize the Company in writing to withhold from any remuneration otherwise payable to him or her any amounts required by any taxing authority to be withheld for taxes and contributions of any kind as a consequence of his or her participation in the Plan.

6.5 Amendments to the Plan

The Directors may from time to time, subject to applicable law and to the prior approval, if required, of the Exchange or any other regulatory body having authority over the Company or the Plan, suspend, terminate or discontinue the Plan at any time, or amend or revise the terms of the Plan or of any Option granted under the Plan and the Option Agreement relating thereto, provided that no such amendment, revision, suspension, termination or discontinuance shall in any manner adversely affect any Option previously granted to an Optionee under the Plan without the consent of that Optionee. Any amendments to the Plan or Options granted to Insiders thereunder will be subject to the approval of the shareholders, where such approval is required by the policies of the Exchange.

6.6 Form of Notice

A notice given to the Company shall be in writing, signed by the Optionee and delivered to the head business office of the Company.

6.7 No Representation or Warranty

The Company makes no representation or warranty as to the future market value of any Shares issued in accordance with the provisions of the Plan.

6.8 Compliance with Applicable Law

If any provision of the Plan or any Option Agreement contravenes any law or any order, policy, by-law or regulation of any regulatory body or Exchange having authority over the Company or the Plan, then such provision shall be deemed to be amended to the extent required to bring such provision into compliance therewith.

6.9 No Assignment

No Optionee may assign any of his or her rights under the Plan or any Option granted thereunder.

6.10 Rights of Optionees

An Optionee shall have no rights whatsoever as a shareholder of the Company in respect of any of the Unissued Option Shares (including, without limitation, voting rights or any right to receive dividends, warrants or rights under any rights offering).

6.11 Conflict

In the event of any conflict between the provisions of this Plan and an Option Agreement, the provisions of this Plan shall govern.

6.12 Governing Law

The Plan and each Option Agreement issued pursuant to the Plan shall be governed by the laws of the Province of British Columbia.

6.13 Time of Essence

Time is of the essence of this Plan and of each Option Agreement. No extension of time will be deemed to be or to operate as a waiver of the essentiality of time.

6.14 Entire Agreement

This Plan and the Option Agreement sets out the entire agreement between the Company and the Optionees relative to the subject matter hereof and supersedes all prior agreements, undertakings and understandings, whether oral or written.

SCHEDULE "A"

Turnium Technology Group Inc.

STOCK OPTION PLAN

OPTION AGREEMENT

[Note: If either (i) the Option Price is less than the Market Price at the time of the grant to any optionee, or (ii) the option is granted to a director, officer, promoter or other insider of the Company, and except if the grant is qualified by prospectus, or issued under a securities take-over bid, rights offering, amalgamation, or other statutory procedure, then insert the following legend:] Without prior written approval of the TSX Venture Exchange and compliance with all applicable securities legislation, the securities represented by this agreement and any securities issued upon exercise thereof may not be sold, transferred, hypothecated or otherwise traded on or through the facilities of the TSX Venture Exchange or otherwise in Canada or to or for the benefit of a Canadian resident until ■, 20■ [four months and one day after the date of grant].

This Option Agreement is entered into between Turnium Technology Group Inc. (the "Company") and the Optionee named below pursuant to the Company Stock Option Plan (the "Plan"), a copy of which is attached hereto, and confirms that:

1. on ■, 20■ (the "Grant Date");
2. ■ (the "Optionee");
3. was granted the option (the "Option") to purchase ■ Common Shares (the "Option Shares") of the Company;
4. for the price (the "Option Price") of \$■ per share;
5. which shall be exercisable as fully Vested from the Grant Date, unless the granting of this Option is to a consultant providing Investor Relations Activities in which case the Option will be vested over a 12 month period from the date of grant in accordance with TSXV Policies;
6. terminating on the ■, 20■ (the "Expiry Date");
7. when exercised, the Company will forthwith calculate all applicable Canadian government withholding taxes of the Optionee, and Canada or Quebec (if applicable) Pension Plan contributions, and the Optionee agrees to remit to the Company such taxes and contributions to the Company, which will be remitted by the Company to Canada Revenue Agency and reflected on any annual statement of remuneration issued by the Company; and
8. by signing this Option Agreement, the Optionee acknowledges and consents to:

- (a) the disclosure of Personal Information by the Company to the TSX Venture Exchange (the “Exchange”) (as defined in Exchange Appendix 6A – see Appendix I hereto) pursuant to the Exchange Form 4G which the Company is required to file in connection with this Option grant; and
- (b) the collection, use and disclosure of Personal Information by the Exchange for the purposes described in Appendix 6A or as otherwise identified by the Exchange, from time to time;

(Where “Personal Information” means any information about the Optionee, and includes the information contained in the tables, as applicable, found in Exchange Form 4G),

all on the terms and subject to the conditions set out in the Plan.

By signing this Option Agreement, the Optionee acknowledges that the Optionee has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the ■ day of ■, 20■.

TURNIUM TECHNOLOGY GROUP INC.

OPTIONEE

Per: _____
Authorized Signatory



ACKNOWLEDGEMENT – PERSONAL INFORMATION

TSX Venture Exchange Inc. and its affiliates, authorized agents, subsidiaries and divisions, including the TSX Venture Exchange (collectively referred to as “the Exchange”) collect Personal Information in certain Forms that are submitted by the individual and/or by an Issuer or Applicant and use it for the following purposes:

- to conduct background checks,
- to verify the Personal Information that has been provided about each individual,
- to consider the suitability of the individual to act as an officer, director, insider, promoter, investor relations provider or, as applicable, an employee or consultant, of the Issuer or Applicant,
- to consider the eligibility of the Issuer or Applicant to list on the Exchange,
- to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the Issuer, or its associates or affiliates,
- to conduct enforcement proceedings, and
- to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

As part of this process, the Exchange also collects additional Personal Information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished.

The Personal Information the Exchange collects may also be disclosed:

- (a) to the agencies and organizations in the preceding paragraph, or as otherwise permitted or required by law, and they may use it in their own investigations for the purposes described above; and
- (b) on the Exchange’s website or through printed materials published by or pursuant to the directions of the Exchange.

The Exchange may from time to time use third parties to process information and/or provide other administrative services. In this regard, the Exchange may share the information with such third party service providers.

APPENDIX "C" – NEW ARTICLES AND ALTERED NOTICE OF ARTICLES

See attached.

Turnium Technology Group Inc.
(the “Company”)

ARTICLES

The Company has as its articles the following articles:

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

Turnium Technology Group 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.



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 INCORPORATION NUMBER OF COMPANY

BC1137845

B NAME OF COMPANY

RMR Science Technologies Inc.

C ALTERATIONS TO THE NOTICE OF ARTICLES

Please indicate what information on the Notice of Articles is to be altered: ("altered" means create, add to, vary or delete)

- Company name, Date of a Resolution or Court Order (applies to special rights or restrictions only), A translation of company name, Pre-existing Company Provisions, Authorized Share Structure

D ALTERATION EFFECTIVE DATE - Choose one of the following:

- The alteration is to take effect at the time that this notice is filed with the registrar.
The alteration is to take effect at 12:01a.m. Pacific Time on ...
The alteration is to take effect at ... a.m. or ... p.m. Pacific Time on ...

E CHANGE OF COMPANY NAME

The company is to change its name from RMR Science Technologies Inc. to (choose one of the following):

- Turnium Technology Group Inc. This name has been reserved for the company under name reservation number NR4132311, or a name created by adding "B.C. Ltd." after the incorporation number of the company.

F TRANSLATION OF COMPANY NAME

Set out every new translation of the company name, or set out any change or deletion of an existing translation of the company name to be used outside of Canada.

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

Changes: Change the following translation(s) of the company name:

PREVIOUS TRANSLATION OF THE COMPANY NAME	NEW TRANSLATION OF THE COMPANY NAME

Deletions: Remove the following translation(s) of the company name:

G PRE-EXISTING COMPANY PROVISIONS (refer to Part 17 and Table 3 of the Regulation under the *Business Corporations Act*)

Complete this item only if the company has resolved that none of the Pre-existing Company Provisions are to apply to this company.

The company has resolved that the Pre-existing Company Provisions are no longer to apply to this company.

H AUTHORIZED SHARE STRUCTURE

Set out the date of each resolution or court order altering special rights or restrictions attached to a class or series of shares.

YYYY / MM / DD

2021/12/15

Set out the new 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 (✓)
Class A Voting Common	✓		✓			✓	
Class "B" Preferred	✓		✓			✓	

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

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY

SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE COMPANY

DATE SIGNED

YYYY / MM / DD

X