EXECUTION VERSION

VOLEO, INC.

AND

LOGAN RESOURCES LTD.

AND

LOGAN ACQUISITION CORP.

AMALGAMATION AGREEMENT

DATED JANUARY 29, 2018

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION 2
1.1 Definitions 2
1.2 Interpretation Not Affected by Headings 12
1.3 Number and Gender 13
1.4 Date for Any Action 13
1.5 Currency 13
1.6 Knowledge 13
1.7 Schedules 13

ARTICLE 2 THE AMALGAMATION 13
2.1 Effect of Amalgamation 13
2.2 Certain Provisions Applicable to Amalco 14
2.3 Logan Corporate Matters as of the Effective Date 15
2.4 Conversion of Share Capitals 16
2.5 Share Certificates 18
2.6 Voleo Options and Warrants 18
2.7 Voleo Meeting 19
2.8 Voleo Circular 20
2.9 Logan Meeting 21
2.10 Logan Disclosure Document 22
2.11 Preparation of Filings 23
2.12 Announcement and Shareholder Communications 24
2.13 Restrictions on Securities and Escrowed Securities 24
2.14 Withholding Taxes 24

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF VOLEO 25
3.1 Representations and Warranties 25
3.2 Survival of Representations and Warranties 35

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF LOGAN 35
4.1 Representations and Warranties 35
4.2 Survival of Representations and Warranties 49

ARTICLE 5 COVENANTS 49
5.1 Covenants of Voleo Regarding the Conduct of Business 49
5.2 Covenants of Voleo Relating to the Amalgamation 52
5.3 Covenants of Logan Regarding the Conduct of Business 53
5.4 Covenants of Logan Relating to the Amalgamation 57

ARTICLE 6 CONDITIONS 58
6.1 Mutual Conditions Precedent 58
6.2 Additional Conditions Precedent to the Obligations of Logan 59
6.3 Additional Conditions Precedent to the Obligations of Voleo 60
6.4 Satisfaction of Conditions 61

ARTICLE 7 ADDITIONAL AGREEMENTS 61
7.1 Voleo Non-Solicitation 61
7.2 Logan Non-Solicitation 66

7.3 Access to Information; Confidentiality 70
7.4 Notices of Certain Events 70

ARTICLE 8 TERM, TERMINATION, AMENDMENT AND WAIVER 71
8.1 Term 71
8.2 Termination 71
8.3 Expenses 74
8.4 Amendment 74
8.5 Waiver 74

ARTICLE 9 GENERAL PROVISIONS 75
9.1 Notices 75
9.2 Governing Law; Waiver of Jury Trial 75
9.3 Injunctive Relief 76
9.4 Time of Essence 76
9.5 Entire Agreement, Binding Effect and Assignment 76
9.6 No Liability 76
9.7 Severability 76
9.8 Counterparts, Execution 77

SCHEDULE A – LOGAN TRANSACTION RESOLUTION .....

SCHEDULE B – LOGAN SUBCO AMALGAMATION RESOLUTION .....

SCHEDULE C - VOLEO AMALGAMATION RESOLUTION .....

SCHEDULE D - FORM OF LOGAN VOTING AGREEMENT .....

SCHEDULE E - FORM OF VOLEO VOTING AGREEMENT .....

SCHEDULE F - ARTICLES OF AMALGAMATION .....

SCHEDULE G - EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES .....

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT dated January 29, 2018

BETWEEN:

VOLEO, INC., a corporation existing under the Canada Business Corporations Act ("**Voleo**")

- and –

LOGAN RESOURCES LTD., a corporation existing under the Laws of the Province of British Columbia ("**Logan**")

- and –

LOGAN ACQUISITION CORP., a corporation to be incorporated under the Canada Business Corporations Act ("**Logan Subco**")

RECITALS:

A. Logan is a reporting issuer under Canadian securities legislation with its shares listed for trading on the TSXV.

B. Voleo is a private company that has developed a mobile trading application.

C. Logan will cause Logan Subco to be incorporated under the CBCA (as defined herein) as a wholly-owned subsidiary of Logan.

D. Logan and Voleo propose a business combination whereby Logan Subco and Voleo will amalgamate under the CBCA (as defined herein) on the terms described in this Agreement and continue as one corporation.

D. Prior to the Amalgamation, Logan must effect the Consolidation (as defined herein).

F. The Voleo Board has determined, after receiving financial and legal advice, that the transactions contemplated by this Agreement are fair and that the Amalgamation is in the best interests of Voleo, and the Voleo Board has unanimously resolved to recommend that the Voleo Shareholders vote in favour of the Amalgamation, all subject to the terms and the conditions contained in this Agreement.

G. The Logan Board has determined, after receiving financial and legal advice, that the transactions contemplated by this Agreement are fair and that the Consolidation and Reverse Takeover are in the best interests of Logan, and the Logan Board has unanimously resolved to recommend that, if shareholder approval of the Reverse Takeover is required by the TSXV, the Logan Shareholders vote in favour of the Reverse Takeover, all subject to the terms and the conditions contained in this Agreement.

H. Logan has entered into the Voleo Voting Agreements with the Voleo Locked-Up Shareholders, pursuant to which, among other things, the Voleo Locked-Up Shareholders have agreed, subject to the terms and conditions thereof, to vote the Voleo Shares held by them in favour of the Amalgamation.

I. Voleo has entered into the Logan Voting Agreements with the Logan Locked-Up Shareholders, pursuant to which, among other things, the Logan Locked-Up Shareholders have agreed, subject to the terms and conditions thereof, to vote the Logan Shares held by them in favour of the Reverse Takeover.

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

"**Acquisition Proposal**" means a proposal or offer, oral or written, relating to any merger, take over bid, amalgamation, plan of arrangement, business combination, consolidation, recapitalization, reorganization, issuer bid, liquidation or winding-up or similar transaction or sale of assets, or any transaction being economically or functionally equivalent to any of the foregoing, whether in a single transaction or a series of transactions, in respect of either Voleo or Logan, as applicable, involving 20% or more of the consolidated assets of Voleo or Logan, as applicable, or 20% or more of the outstanding voting shares of Voleo or Logan, as applicable, other than the transactions contemplated by this Agreement and any other transaction involving Voleo and Logan;

"**affiliate**" has the meaning ascribed thereto in the National Instrument 45-106 – *Prospectus and Registration Exemptions*;

"**Agreement**" means this Amalgamation Agreement, including all schedules annexed hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof;

"**Amalco**" means the continuing amalgamated corporation following the Effective Time created by the Amalgamation;

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

"**Amalgamation**" means the amalgamation of Logan Subco and Voleo under the provisions of section 181 of the CBCA contemplated by this Agreement;

"**Articles of Amalgamation**" means the articles of amalgamation in respect of the Amalgamation required under section 185 of the CBCA to be filed with the Director, to be substantially in the form attached as Schedule "F" hereto;

"**Authorization**" means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, bylaw, rule or regulation, whether or not having the force of Law, and includes any Environmental Permit;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Bridge Financing**" means the private placement of Voleo Shares to be completed by Voleo for aggregate proceeds of up to $750,000 at an effective post-transaction price per Voleo Share calculated by dividing the price of such financing by the exchange ratio of 1.7, which price shall not be less than $0.35;

"**business day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Toronto, Ontario or Vancouver, British Columbia;

"**CBCA**" means the *Canada Business Corporations Act* and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Certificate of Amalgamation**" means the certificate to be issued by the Director under section 185 of the CBCA to give effect to the Amalgamation;

"Claim" means any demand, action, cause of action, investigation, inquiry, suit, proceeding, claim, complaint, arbitration, charge, prosecution, assessment or reassessment, including any appeal or application for review, judgment, arbitration, award, grievance, settlement or compromise;

"**Consolidation**" has the meaning ascribed to that term in 2.3(a);

"**Contract**" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership or other right or obligation (written or oral) to which a Party is a party or by which it is bound or affected or to which any of their respective properties or assets is subject;

"**Depositary**" means any trust company, bank or other financial institution agreed to in writing by Voleo and Logan for the purpose of, among other things, exchanging certificates representing Voleo Shares for Logan Shares in connection with the Amalgamation;

"Director" means the director appointed under section 260 of the CBCA;

"**Effective Date**" means the date the Amalgamation is effective as set out on the Certificate of Amalgamation;

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date, or such other time as the parties may agree;

"**Environmental Laws**" means all Laws, imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (a) the regulation or control of pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety, the environment or natural resources (including climate, air, surface water, groundwater, wetlands, land surface, subsurface strata, wildlife, aquatic species and vegetation); or (b) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, destruction, transfer, import, export or sale of Hazardous Substances;

"**Environmental Liabilities**" means, with respect to any Person, all liabilities, obligations, responsibilities, responses, losses, damages, punitive damages, property damages, consequential damages, treble damages, costs (including control, remedial and removal costs, investigation costs, capital costs, operation and maintenance costs), expenses, fines, penalties and sanctions incurred as a result of or related to any claim, suit, action, administrative or court order, investigation, proceeding or demand by any Person, arising under or related to any Environmental Laws, Environmental Permits, or in connection with any: (a) Release or threatened Release or presence of a Hazardous Substance; (b) tank, drum, pipe or other container that contains or contained a Hazardous Substance; or (c) use, generation, disposal, treatment, processing, recycling, handling, transport, transfer, import, export or sale of Hazardous Substance.

"**Environmental Permits**" means all Permits or program participation requirements with or from any Governmental Entity under any Environmental Laws;

"**Financing**" means the private placement of securities of Voleo for gross proceeds of not less than $10,000,000 to be completed in connection with the Amalgamation;

"**Governmental Entity**" means: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or entity, domestic or foreign; (b) any stock exchange, including the TSXV; (c) any subdivision, agent, commission, board or authority of any of the foregoing; or (d) any quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

"**Hazardous Substance**" means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including hydrogen sulphide, arsenic, cadmium, copper, lead, mercury, petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material, substance, pollutant or contaminant regulated or defined pursuant to, or that could result in liability under, any Environmental Law;

"**IFRS**" means International Financial Reporting Standards;

"**including**" means including without limitation, and "**include**" and "**includes**" have a corresponding meaning;

"**In-the-Money Amount**" in respect of a stock option means the amount, if any, by which the aggregate fair market value at that time of the securities subject to the option exceeds the aggregate exercise price of the option;

"**King & Bay West**" means King & Bay West Management Corp.;

"**King & Bay West Agreement**" means the Management Services Agreement between Logan and King & Bay West dated November 1, 2014;

"**Law**" or "**Laws**" means all laws (including common law), by-laws, statutes, rules, regulations, principles of law and equity, orders, rulings, ordinances, judgements, injunctions, determinations, awards, decrees or other requirements, whether domestic or foreign, and the terms and conditions of any Permit of or from any Governmental Entity or self-regulatory authority (including the TSXV), and the term "**applicable**" with respect to such Laws and in a context that refers to a Party, means such Laws as are applicable to such Party or its business, undertaking, property or securities and emanate from a Person having jurisdiction over the Party or its business, undertaking, property or securities;

"**Liens**" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

"**Logan Benefit Plans**" means any pension or retirement income plans or other employee compensation, other than equity- or security-based compensation arrangements, or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Logan or for which Logan could have any liability;

"**Logan Board**" means the board of directors of Logan as the same is constituted from time to time;

"**Logan Disclosure Document**" means (i) if shareholder approval of the Reverse Takeover is required by the TSXV, the notice of the Logan Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to the Logan Shareholders in connection with the Logan Meeting, or (ii) the filing statement describing the Reverse Takeover, in each case as amended, supplemented or otherwise modified from time to time;

"**Logan Debt Settlement**" means the issuance of Logan Post-Consolidation Shares to King & Bay West at a price of $0.25 in order to settle all of the outstanding debt due to King & Bay as of this date of this Agreement;

"**Logan Locked-up Shareholders**" means Mark J. Morabito, King & Bay West, MJM Consulting Corp., Olen J. Aasen, Carlo Valente, Mark Lotz, Richard Grayston, Sheila Paine and Charles Stewart Wallis;

"**Logan Material Adverse Effect**" means any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate, that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, prospects, results of operations, capital, property, obligations (whether absolute, accrued, conditional or otherwise) or financial condition of Logan, other than changes, effects, events, occurrences or states of fact resulting from: (a) a change in the market price of the Logan Shares following and reasonably attributable to the public announcement of the execution of this Agreement and the transactions contemplated hereby; (b) general economic, financial, currency exchange, securities or commodity market conditions in Canada or the United States; (c) any change in IFRS occurring after the date hereof; (d) any change in applicable Laws or in the interpretation thereof by any Governmental Entity occurring after the date hereof; (e) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; or (f) any natural disaster; provided, however, that with respect to clauses (b) to (f), such changes do not relate primarily to Logan, or do not have a disproportionate effect on Logan, compared to other companies of similar size and business, and references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether an "Logan Material Adverse Effect" has occurred;

"**Logan Meeting**" means, if shareholder approval of the Reverse Takeover is required by the TSXV, the special meeting of Logan Shareholders, including any adjournment or postponement thereof, to be called for the purpose of obtaining the Logan Shareholder Approval;

"**Logan Optionholders**" means the holders of options to acquire Logan Shares pursuant to the Logan Option Plan;

"**Logan Option Plan**" means the stock option plan of Logan currently in effect as such plan may be amended and approved at the Logan Meeting;

"**Logan Proposed Agreement**" has the meaning ascribed to that term in Section 7.2(e);

"**Logan Public Documents**" means all documents and information filed by Logan under applicable Securities Laws on the System for Electronic Document Analysis Retrieval (SEDAR), during the two years prior to the date hereof;

"**Logan Shareholder Approval**" means, if shareholder approval of the Reverse Takeover is required by the TSXV, the requisite approval for the Logan Transaction Resolution, which shall be a majority of the votes cast on such resolutions by Logan Shareholders, present in person or by proxy at the Logan Meeting;

"**Logan Shareholders**" means the holders of Logan Shares;

"**Logan Shares**" means the common shares in the capital of Logan as currently constituted;

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

"**Logan Subco**" means Logan Acquisition Corp., a company to be incorporated under the CBCA as a wholly-owned subsidiary of Logan;

"**Logan Subco Dissent Rights**" means the rights of dissent exercisable by the Logan Subco Shareholders in respect of the Amalgamation pursuant to Section 190 of the CBCBA;

"**Logan Subco Shares**" means the common shares in the capital of Logan Subco;

"**Logan Transaction Resolution**" means, if shareholder approval of the Reverse Takeover is required by the TSXV, the ordinary resolution of the Logan Shareholders approving the Reverse Takeover which is to be considered at the Logan Meeting, substantially in the form and content of Schedule "A" hereto;

"**Logan Voting Agreements**" means the voting agreements (including all amendments thereto) between Voleo and the Logan Locked-up Shareholders setting forth the terms and conditions upon which they have agreed, among other things, to vote their Logan Shares in favour of the Reverse Takeover, substantially in the form attached to Schedule "D" hereto;

"**Logan Warrants**" means the outstanding warrants to purchase Logan Shares;

"Losses" means any and all loss, liability, damage, cost, expense, charge, fine, penalty or assessment, interest charges, punitive damages, fines, penalties and

reasonable professional fees and disbursements, including in connection with any Claim;

"**Mailing Deadline**" means April 30, 2018, or such other date as may be agreed to by the Parties;

"**material fact**" and "**material change**" have the meanings ascribed thereto in the Securities Act;

"**Meeting Deadline**" means May 31, 2018, or such other date as may be agreed to by the Parties;

"**misrepresentation**" has the meaning ascribed thereto in the Securities Act;

"**ordinary course of business**", "**ordinary course of business consistent with past practice**", or any similar reference, means, with respect to an action taken by a Person, that such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day business and operations of such Person; provided that in any event such action is not unreasonable or unusual;

"**Outside Date**" means June 30, 2018, or such later date as may be agreed to in writing by the Parties;

"**Parties**" means Voleo and Logan and "Party" means any of them;

"**Permit**" means any license, permit, certificate, consent, order, grant, approval, agreement, classification, restriction, registration or other Authorization of, from or required by any Governmental Entity;

"**Person**" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government (including any Governmental Entity) or any other entity, whether or not having legal status;

"**Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the waiver or lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities;

"**Release**" means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of any Hazardous Substance in the indoor or outdoor environment, including the movement of Hazardous Substance through or in the air, soil, surface water, ground water or property;

"**Reverse Takeover**" means the acquisition by Logan of Voleo pursuant to the Amalgamation and all related transactions as contemplated herein;

"**Securities Act**" means the *Securities Act* (British Columbia) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Securities Laws**" means the Securities Act, together with all other applicable state, federal and provincial securities Laws, rules and regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**Subsidiary**" has the meaning ascribed thereto in the National Instrument 45-106 – *Prospectus and Registration Exemptions*;

"**Superior Proposal**" means an unsolicited *bona fide* Acquisition Proposal made by a third party to a Party or its shareholders in writing after the date hereof: (i) to purchase or otherwise acquire, directly or indirectly, by means of a merger, take-over bid, amalgamation, plan of arrangement, business combination, consolidation, recapitalization, liquidation, winding-up or similar transaction, all of the Voleo Shares or all of the Logan Shares, as the case may be, and offering or making available the same consideration in form and amount to all shareholders of the Party to be purchased or otherwise acquired; (ii) that is reasonably capable of being completed without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; (iii) is not subject to any financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to be available to the satisfaction of the board of directors of such Party, acting in good faith (after receipt of advice from its financial advisors and outside legal counsel); (iv) which is not subject to a due diligence or access condition; (v) that did not result from a breach of Section 7.1 or Section 7.2 as the case may be, by the receiving Party or its representatives; (vi) is made available to all Voleo Shareholders or Logan Shareholders, as the case may be, on the same terms and conditions; (vii) in respect of which the board of directors of such Party determines in good faith (after receipt of advice from its outside legal counsel with respect to (x) below and financial advisors with respect to (y) below) that (x) failure to recommend such Acquisition Proposal to its shareholders would be inconsistent with its fiduciary duties and (y) which would, taking into account all of the terms and conditions of such Acquisition Proposal, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable to its shareholders from a financial point of view than the Amalgamation (including any adjustment to the terms and conditions of the Amalgamation proposed by the other Party pursuant to Subsection 7.1(f) or Subsection 7.2(f), as the case may be);

"**Tax Act**" means the *Income Tax Act* (Canada) and the regulations made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Taxes**" means all taxes, duties, fees, premiums, assessments, imposts, levies, expansion fees and other charges of any kind whatsoever imposed by any Governmental Entity, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, windfall, royalty, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, Québec and other pension plan premiums or contributions imposed by any Governmental Entity, and any transferee liability in respect of any of the foregoing;

"**Tax Returns**" means all returns, reports, declarations, elections, notices, filings, forms, statements and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, required by a Governmental Entity to be made or filed in accordance with applicable Laws in respect of Taxes;

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

"**TSXV Approval**" means the conditional approval of the TSXV in respect of the Consolidation, Name Change, Financing and the Reverse Takeover and the approval of the listing of the Logan Shares issuable to Voleo Shareholders pursuant to the Amalgamation and upon exercise of Voleo Options or Voleo Warrants following completion of the Amalgamation;

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

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as amended and the rules and regulations promulgated thereunder;

"**U.S. Person**" has the meaning ascribed to it in Rule 902 of Regulation S of the U.S. Securities Act;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended and the rules and regulations promulgated thereunder;

"**Voleo Amalgamation Resolution**" means the special resolution of the Voleo Shareholders approving this Agreement and the Amalgamation which is to be considered at the Voleo Meeting, substantially in the form and content of Schedule "C" hereto;

"**Voleo Benefit Plans**" means any pension or retirement income plans or other employee compensation, other than equity- or security-based compensation

arrangements, or benefit plans, agreements, policies, programs, arrangements or practices, whether written or oral, which are maintained by or binding upon Voleo or for which Voleo could have any liability;

"**Voleo Board**" means the board of directors of Voleo as the same is constituted from time to time;

"**Voleo Change in Recommendation**" has the meaning ascribed thereto in Section 8.2(a)(iii)(A);

"**Voleo Circular**" means the notice of the Voleo Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to the Voleo Shareholders in connection with the Voleo Meeting, as amended, supplemented or otherwise modified from time to time;

"**Voleo Dissent Rights**" means the rights of dissent exercisable by the Voleo Shareholders in respect of the Amalgamation pursuant to Section 190 of the CBCA;

"**Voleo Dissenting Shareholder**" means a registered Voleo Shareholder who duly exercises its Voleo Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Voleo Dissent Rights;

"**Voleo Locked-up Shareholders**" means Jay Sujir, King & Bay West, Mark Morabito, Thomas Beattie, Glen Wilson, Brad Wiggins and Anthony Tsui;

"**Voleo Material Adverse Effect**" means any one or more changes, effects, events, occurrences or states of fact, either individually or in the aggregate, that is, or would reasonably be expected to be, material and adverse to the assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), business, operations, prospects, results of operations, capital, property, obligations (whether absolute, accrued, conditional or otherwise) or financial condition of Voleo, other than changes, effects, events, occurrences or states of fact resulting from: (a) a change in the market price of the Voleo Shares following and reasonably attributable to the public announcement of the execution of this Agreement and the transactions contemplated hereby, (b) general economic, financial, currency exchange, securities or commodity market conditions in Canada or the United States; (c) any change in IFRS occurring after the date hereof; (d) any change in applicable Laws or in the interpretation thereof by any Governmental Entity occurring after the date hereof; (e) the commencement, occurrence or continuation of any war, armed hostilities or acts of terrorism; or (f) any natural disaster, provided, however, that with respect to clauses (b) to (f), such changes do not relate primarily to Voleo, or do not have a disproportionate effect on Voleo, compared to other companies of similar size and business and references in this Agreement to dollar amounts are

not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a "Voleo Material Adverse Effect" has occurred;

"**Voleo Meeting**" means the special meeting of Voleo Shareholders, including any adjournment or postponement thereof, to be called for the purpose of obtaining the Voleo Shareholder Approval;

"**Voleo Options**" means the outstanding options to purchase Voleo Shares;

"**Voleo Optionholders**" means the holders of Voleo Options;

"**Voleo Option Plan**" means the stock option plan of Voleo currently in effect;

"**Voleo Preferred Shares**" means the preferred shares in the capital of Voleo;

"**Voleo Proposed Agreement**" has the meaning ascribed to that term in Section 7.1(e);

"**Voleo Shareholder Approval**" means that the requisite approval for the Voleo Amalgamation Resolution, which shall be not less than 66 2/3% of the votes cast on such resolution by Voleo Shareholders, present in person or by proxy at the Voleo Meeting;

"**Voleo Shareholders**" means the holders of Voleo Shares;

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

"**Voleo Warrants**" means the outstanding warrants to purchase Voleo Shares;

"**Voleo Warrantholders**" means the holders of Voleo Warrants; and

"**Voleo Voting Agreements**" means the voting agreements (including all amendments thereto) between Logan and the Voleo Locked-up Shareholders setting forth the terms and conditions upon which they have agreed, among other things, to vote their Voleo Shares in favour of the Amalgamation, substantially in the form attached to Schedule "E" hereto.

1.2 Interpretation Not Affected by Headings

The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement. Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.3 Number and Gender

In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender include all genders.

1.4 Date for Any Action

If the date on which any action is required to be taken hereunder by a Party is not a business day, such action shall be required to be taken on the next succeeding day which is a business day.

1.5 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and "$" refers to Canadian dollars.

1.6 Knowledge

(a) In this Agreement, references to "the knowledge of Voleo" means the actual knowledge of Thomas Beattie, Chief Executive Officer and Kate-Lynn Genzel, Chief Financial Officer, in each case, after making due enquiries regarding the relevant matter.

(b) In this Agreement, references to "the knowledge of Logan" means the actual knowledge of Richard Grayston, Chief Executive Officer; and Carlo Valente, Chief Financial Officer, in each case, after making due enquiries regarding the relevant matter.

1.7 Schedules

The following Schedules are annexed to this Agreement and are incorporated by reference into this Agreement and form a part hereof:

Schedule A	-	Logan Transaction Resolution
Schedule B	-	Logan Subco Amalgamation Resolution
Schedule C	-	Voleo Amalgamation Resolution
Schedule D	-	Logan Voting Agreement
Schedule E	-	Voleo Voting Agreement
Schedule F	-	Articles of Amalgamation
Schedule G	-	Exceptions to Representations and Warranties

ARTICLE 2
THE AMALGAMATION

2.1 Effect of Amalgamation

On the Effective Date:

(a) Logan Subco and Voleo shall be amalgamated to form Amalco under Section 181 of the CBCA and shall continue as one corporation;

(b) the property of each of Logan Subco and Voleo shall continue to be the property of Amalco;

(c) Amalco shall be liable for the obligations of each of Logan Subco and Voleo;

(d) any existing cause of action, claim or liability to prosecution with respect to either Logan Subco or Voleo shall be unaffected;

(e) any civil, criminal or administrative action or proceeding pending or against any of Logan Subco or Voleo may be continued to be prosecuted by or against Amalco;

(f) any conviction against, or ruling, order or judgment in favour of or against any of Logan Subco or Voleo may be enforced by or against Amalco;

(g) the Articles of Amalgamation shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation of Amalco;

(h) the Articles of Amalgamation attached hereto as Schedule F shall be the articles of Amalco;

(i) the by-laws of Amalco shall be the by-laws of Voleo until repealed, amended or altered.

2.2 Certain Provisions Applicable to Amalco

(a) the name of Amalco shall be "Voleo, Inc.";

(b) the registered office of Amalco shall be 1240 – 1140 West Pender Street, Vancouver, British Columbia, V6E 4G1;

(c) Amalco shall have a year-end of December 31;

(d) the authorized share capital shall consist of an unlimited number of common shares;

(e) other than as required by Securities Laws, there shall be no restriction upon the right of transfer of any shares of Amalco;

(f) there shall be no restriction on the business which Amalco may carry on;

(g) the minimum number of directors of Amalco shall be one (1) and the maximum number of directors of Amalco shall be six (6);

(h) the number of first directors of Amalco shall be four (4). The first directors of Amalco shall be:

Name

Jay Sujir
Mark J. Morabito
Glen Wilson
Brad Wiggins

The first directors shall hold office until the first annual general meeting of the shareholders of Amalco following the Amalgamation, or until their successors are duly appointed or elected. Subsequent directors shall be elected each year thereafter as provided for in the CBCA and the by-laws of Amalco. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors of Amalco as it is constituted from time to time.

(i) the Chairman, Chief Executive Officer and Chief Financial Officer of Amalco shall be:

Name	**Office Held**
Mark J. Morabito	Executive Chairman
Jay Sujir	Co-Chairman
Thomas Beattie	Chief Executive Officer
Kate-Lynn Genzel	Chief Financial Officer

(j) the first auditor of Amalco shall be Dale Matheson Carr-Hilton LaBonte LLP of Vancouver, British Columbia. The first auditor of Amalco shall hold office until the first annual meeting of the Amalco shareholders following the Amalgamation or until its successor is elected or appointed; and

2.3 Logan Corporate Matters as of the Effective Date

(a) Logan shall immediately prior to the Effective Time complete a consolidation of the Logan Shares on the basis of one post-consolidation common share for every five pre-consolidation common shares (the "**Consolidation**");

(b) the name of Logan shall be changed to "Voleo Trading Systems Inc." or such other name as may be agreed among the Parties (the "**Name Change**");

(c) the registered office of Logan shall be 1240 – 1140 West Pender Street, Vancouver, British Columbia, V6E 4G1;

(d) Logan shall change its year-end to December 31;

(e) the minimum number of directors of Logan shall be three (3) and the maximum number of directors of Logan shall be nine (9);

(f) the number of first directors of Logan shall be five (5). The first directors of Logan shall be:

Name
Jay Sujir
Mark J. Morabito .
Glen Wilson
Brad Wiggins
TBD [to be nominated by Voleo]

The first directors shall hold office until the first annual general meeting of the shareholders of Logan following the Effective Date, or until their successors are duly appointed or elected. Subsequent directors shall be elected each year thereafter as provided for in the BCBCA and the articles of Logan. The management and operation of the business and affairs of Logan shall be under the control of the board of directors of Logan as it is constituted from time to time.

(g) Logan shall reconstitute its senior management such that all existing officers will resign, and the following will be appointed a Chairman, Chief Executive Officer and Chief Financial Officer:

Name	**Office Held**
Mark J. Morabito	Executive Chairman
Jay Sujir	Co-Chairman
Thomas Beattie	Chief Executive Officer
Kate-Lynn Genzel	Chief Financial Officer

(h) the auditor of Logan shall be Davidson & Company LLP of Vancouver, British Columbia. The auditor of Logan shall hold office until the first annual meeting of the Logan shareholders following the Effective Date or until its successor is elected or appointed; and

(i) the Logan Option Plan shall continue in its current form after the Effective Date. In accordance with Section 2.5, the 2,330,000 outstanding Voleo Options shall be converted into Replacement Options in accordance with Section 2.6(a). On the Effective Date, directors, officers, management and consultants of Logan and Voleo shall be granted Logan Options in accordance with an agreed schedule that has been provided to Voleo.

2.4 Conversion of Share Capitals

(a) On the Effective Date:

(i) each one (1) issued and outstanding Voleo Share (other than Voleo Shares held by Voleo Dissenting Shareholders) shall be converted into 1.7 issued, fully paid and non-assessable Logan Post-Consolidation Shares and thereafter all of the Voleo Shares shall be cancelled without any repayment of capital in respect thereof; and

(ii) each one (1) issued and outstanding Logan Subco Share shall be converted into one issued, fully paid and non-assessable Amalco Share;

(b) in consideration for the issuance of Logan Post-Consolidation Shares under Section 2.4(a)(i), Logan shall receive one fully paid and non-assessable Amalco Share for each Logan Post-Consolidation Share so issued;

(c) no fractional Logan Post-Consolidation Shares shall be issued to holders of Voleo Shares; in lieu of any fractional entitlement, the number of Logan Post-Consolidation Shares issued to each former holder of Voleo Shares shall be rounded up to the next higher whole number of Logan Post-Consolidation Shares if the fractional entitlement is greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Logan Post-Consolidation Shares if the fractional entitlement is equal to or less than 0.5;

(d) Each Voleo Shareholder may exercise Voleo Dissent Rights in respect of the Amalgamation. Voleo Dissenting Shareholders who exercise their rights of dissent pursuant to and in the manner set forth in section 190 of the CBCA in connection with the Amalgamation shall, at the Effective Time, cease to have any rights as a Voleo Shareholder and shall only be entitled to be paid the fair value of the holder's Voleo Shares by Voleo in accordance with section 190 of the CBCA. A Voleo Dissenting Shareholder who is entitled to be paid the fair value of the holder's Voleo Shares shall be deemed to have transferred its Voleo Shares to Voleo and such Voleo Shares shall be cancelled and cease to be outstanding as of the Effective Time, without any further act or formality free and clear of all Liens. A Voleo Dissenting Shareholder who for any reason is not entitled to be paid the fair value of the holder's Voleo Shares shall be treated as if the holder had participated in the Amalgamation on the same basis as non-dissenting Voleo Shareholders.

(e) On the Effective Date, Logan will be the sole shareholder of Logan Subco and having full notice and knowledge of the Logan Subco Dissent Rights and the details of the Amalgamation, Logan hereby irrevocably waives its Logan Subco Dissent Rights in respect of the Amalgamation.

(f) Amalco shall add to the stated capital account maintained in respect of the Amalco Shares an amount equal to the aggregate paid-up capital for the purposes of the Tax Act of the Logan Subco Shares immediately before the Effective Time plus the aggregate paid-up capital for the purposes of the Tax Act of the Voleo Shares immediately before the Effective Time.

2.5 Share Certificates

On the Effective Date:

(a) the registers of transfers of Logan Subco Shares and Voleo Shares shall be closed;

(b) the Logan Subco Shareholders shall cease to be holders of Logan Subco Shares and shall be deemed to be the registered holders of Amalco Shares to which they are entitled, calculated in accordance with the provisions hereof;

(c) other than the Voleo Dissenting Shareholders, the Voleo Shareholders shall cease to be holders of Voleo Shares and shall be deemed to be the registered holders of Logan Post-Consolidation Shares to which they are entitled calculated in accordance with the provisions hereof;

(d) certificates representing Logan Post-Consolidation Shares issuable to each Voleo Shareholder pursuant to the Amalgamation will, as soon as practicable, but no later than three (3) Business Days following the later of the Effective Date and the date of deposit with the Depositary of a duly completed letter of transmittal and the certificates, if applicable, representing those Voleo Shares, be:

(i) forwarded by the Depositary to that holder, at the address specified in the letter of transmittal, by first class mail (postage prepaid); or

(ii) made available at the Depositary for pick-up by the holder, if requested by the holder in the letter of transmittal; and

(e) any certificate formerly representing Voleo Shares which is not deposited with the Depository on or prior to the fifth (5th) anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature whatsoever.

2.6 Voleo Options and Warrants

(a) The Parties agree, subject to all required consents and regulatory approvals, including, but not limited to the approval of the TSXV, each Voleo Option, which is outstanding and has not been duly exercised prior to the Effective Date, shall be exchanged for an option (each, a "**Replacement Option**") entitling such holder to receive 1.7 Logan Post-Consolidation Shares for each Voleo Share previously

issuable under such Voleo Option, at an exercise price per 1.7 Logan Post-Consolidation Shares equal to the respective exercise prices per Voleo Share under such Voleo Option. It is intended that the provisions of subsection 7(1.4) of the Tax Act apply to the aforesaid exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Replacement Option will be adjusted such that the In-The-Money Amount of the Replacement Option immediately after the exchange does not exceed the In-The-Money Amount of the Voleo Option immediately before the exchange. All other terms and conditions of the Replacement Option, including the term to expiry, conditions to and manner of exercising, will remain the same and shall be governed by the terms of the applicable Voleo Option Plan and any certificate or option agreement previously evidencing the Voleo Option shall thereafter evidence and be deemed to evidence such Replacement Option.

(b) The Parties agree, subject to all required regulatory approvals, including, but not limited to the approval of the TSXV, that pursuant to the terms of the agreements governing the Voleo Warrants, holders of Voleo Warrants shall, following consummation of the Amalgamation, be entitled to acquire, subject to the terms and conditions of the Voleo Warrants, 1.7 Logan Post-Consolidation Shares in lieu of each one (1) Voleo Share that would otherwise be issued pursuant to the terms of the Voleo Warrants (or if required, amend any Voleo Warrants to give effect to this section).

2.7 Voleo Meeting

Subject to the terms of this Agreement:

(a) Voleo agrees to convene and conduct the Voleo Meeting in accordance with Voleo's constating documents and applicable Law as soon as reasonably practicable, and in any event on or before the Meeting Deadline.

(b) Subject to Section 7.1, except as required for quorum purposes or otherwise permitted under this Agreement, Voleo shall not adjourn (except as required by Law or by valid Voleo Shareholder action), postpone or cancel (or propose or permit the adjournment (except as required by Law or by valid Voleo Shareholder action), postponement or cancellation of) the Voleo Meeting without Logan's prior written consent.

(c) Voleo will promptly advise Logan of any written notice of dissent or purported exercise by any Voleo Shareholder of Voleo Dissent Rights received by Voleo in relation to the Amalgamation and any withdrawal of Voleo Dissent Rights received by Voleo and any written communications sent by or on behalf of Voleo to any Voleo Shareholder exercising or purporting to exercise Voleo Dissent Rights in relation to the Amalgamation.

2.8 Voleo Circular

(a) As promptly as reasonably practicable following execution of this Agreement, and in any event prior to the close of business on the Mailing Deadline, Voleo shall (i) prepare the Voleo Circular together with any other documents required by applicable Laws, (ii) file the Voleo Circular in all jurisdictions where the same is required to be filed, and (iii) mail the Voleo Circular as required under applicable Laws. On the date of mailing thereof, the Voleo Circular shall comply in all material respects with all applicable Laws and shall contain sufficient detail to permit the Voleo Shareholders to form a reasoned judgement concerning the matters to be placed before them at the Voleo Meeting.

(b) In the event that Voleo provides a notice to Logan regarding a possible Acquisition Proposal pursuant to Section 7.1(c) prior to the mailing of the Voleo Circular, then unless the Parties agree otherwise, the Mailing Deadline will be extended until the date that is seven days following the earlier of either (i) written notification from Voleo to Logan that the Voleo Board has determined that the Acquisition Proposal is not a Superior Proposal, or (ii) the date on which Voleo and Logan enter into an amended agreement pursuant to Subsection 7.1(f) which results in the Acquisition Proposal in question not being a Superior Proposal. In the event that the Mailing Deadline is so extended, the Meeting Deadline and the Outside Date shall be extended by the same number of days as the Mailing Deadline has been extended.

(c) Voleo shall ensure that the Voleo Circular complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Voleo Circular will not contain any misrepresentation (except that Voleo shall not be responsible for any information relating to Logan and its affiliates, including the Logan Shares).

(d) Subject to Section 7.1, Voleo shall (i) solicit proxies in favour of the Voleo Amalgamation Resolution, against any resolution submitted by any other Voleo Shareholder, and take all other actions that are reasonably necessary or desirable to seek the approval of the Amalgamation by Voleo Shareholders, (ii) have included in the Voleo Circular the unanimous recommendation from its board to holders of Voleo Shares that they vote in favour of the Voleo Amalgamation Resolution, (iii) not make a Voleo Change in Recommendation and (iv) include in the Voleo Circular a statement that each director and executive officer of Voleo intends to vote all of such Person's Voleo Shares (including any Voleo Shares issued upon the exercise of any Voleo Options and Voleo Warrants) in favour of the Voleo Amalgamation Resolution, subject to the other terms of this Agreement and the Voleo Voting Agreements.

(e) Logan shall provide to Voleo all information regarding Logan, its affiliates and the Logan Shares, including any pro forma financial statements prepared in accordance with IFRS and applicable Laws for inclusion in the Voleo Circular or in any amendments or supplements to such Voleo Circular. Logan shall also use

commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Voleo Circular and to the identification in the Voleo Circular of each such advisor. Logan shall ensure that such information shall be complete and correct in all material respects, shall comply in all material respects with all applicable Laws and, without limiting the generality of the foregoing, shall not include any misrepresentations.

(f) Logan and its legal counsel shall be given a reasonable opportunity to review and comment on the Voleo Circular prior to the Voleo Circular being printed and filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by Logan and its legal counsel, provided that all information relating solely to Logan, its affiliates and the Logan Shares included in the Voleo Circular shall be in form and content satisfactory to Logan, acting reasonably. Voleo shall provide Logan with final copies of the Voleo Circular prior to the mailing to the Voleo Shareholders.

(g) Voleo and Logan shall each promptly notify each other if at any time before the Effective Date either becomes aware that the Voleo Circular contains a misrepresentation, or that otherwise requires an amendment or supplement to the Voleo Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the Voleo Circular as required or appropriate, and Voleo shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Voleo Circular to Voleo Shares and, if required by the Court or applicable Laws, file the same with any Governmental Entity and as otherwise required.

2.9 Logan Meeting

Subject to the terms of this Agreement and if shareholder approval of the Reverse Takeover is required by the TSXV and if Logan needs to convene a shareholders meeting to obtain such approval:

(a) Logan agrees to convene and conduct the Logan Meeting in accordance with Logan's constating documents and applicable Law as soon as reasonably practicable, and in any event on or before the Meeting Deadline. Voleo and Logan agree to use their commercially reasonably efforts to schedule the Voleo Meeting and Logan Meeting on the same day.

(b) Subject to Section 7.2, except as required for quorum purposes or otherwise permitted under this Agreement, Logan shall not adjourn (except as required by Law or by valid Logan Shareholder action), postpone or cancel (or propose or permit the adjournment (except as required by Law or by valid Logan Shareholder action), postponement or cancellation of) the Logan Meeting without Voleo's prior written consent.

(c) Logan will advise Voleo as Voleo may reasonably request, and at least on a daily basis on each of the last ten (10) business days prior to the date of the Logan Meeting, as to the aggregate tally of the proxies received by Logan in respect of the Logan Transaction Resolution.

2.10 Logan Disclosure Document

(a) As promptly as reasonably practicable following execution of this Agreement, and in any event prior to the close of business on the Mailing Deadline, Logan shall (i) prepare the Logan Disclosure Document together with any other documents required by applicable Laws, (ii) file the Logan Disclosure Document in all jurisdictions where the same is required to be filed, and (iii) mail the Logan Disclosure Document, if and as required, in accordance with all applicable Laws. On the date of mailing thereof, the Logan Disclosure Document shall comply in all material respects with all applicable Laws and, if shareholder approval of the Reverse Takeover is required by the TSXV, shall contain sufficient detail to permit the Logan Shareholders to form a reasoned judgement concerning the matters to be placed before them at the Logan Meeting.

(b) If shareholder approval of the Reverse Takeover is required by the TSXV, in the event that Logan provides a notice to Voleo regarding a possible Acquisition Proposal pursuant to Section 7.2(c) prior to the mailing of the Logan Disclosure Document, then unless the Parties agree otherwise, the Mailing Deadline will be extended until the date that is seven days following the earlier of either (i) written notification from Logan to Voleo that the Board has determined that the Acquisition Proposal is not a Superior Proposal, or (ii) the date on which Voleo and Logan enter into an amended agreement pursuant to Subsection 7.2(f) which results in the Acquisition Proposal in question not being a Superior Proposal. In the event that the Mailing Deadline is so extended, the Meeting Deadline and the Outside Date shall be extended by the same number of days as the Mailing Deadline has been extended.

(c) Logan shall ensure that the Logan Disclosure Document complies in all material respects with all applicable Laws, and, without limiting the generality of the foregoing, that the Logan Disclosure Document will not contain any misrepresentation (except that Logan shall not be responsible for any information relating to Voleo and its affiliates, including the Voleo Shares).

(d) If shareholder approval of the Reverse Takeover is required by the TSXV, subject to Section 7.2, Logan shall (i) solicit proxies in favour of the Logan Transaction Resolution, and against any resolution submitted by any other Logan Shareholder, and take all other actions that are reasonably necessary or desirable to seek the Logan Shareholder Approval; (ii) have included in the Logan Disclosure Document the unanimous recommendation from its board to Logan Shareholders that they vote in favour of the Logan Transaction Resolution; (iii) not make a Logan Change in Recommendation; and (iv) include in the Logan Disclosure Document a statement that each director and executive officer of Logan intends to

vote all of such Person's Logan Shares (including any Logan Shares issued on exercise of any Logan Options or Logan Warrants) in favour of the Logan Transaction Resolution, subject to the terms of this Agreement and the Logan Voting Agreements.

(e) Voleo shall provide to Logan all information regarding Voleo, its affiliates and the Voleo Shares as required by applicable Laws for inclusion in the Logan Disclosure Document or in any amendments or supplements to such Logan Disclosure Document. Voleo shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Logan Disclosure Document and to the identification in the Logan Disclosure Document of each such advisor. Voleo shall ensure that no such information will include any misrepresentation concerning Voleo and the Voleo Shares.

(f) Voleo and its legal counsel shall be given a reasonable opportunity to review and comment on the Logan Disclosure Document prior to the Logan Disclosure Document being printed and filed with the Governmental Entities, and reasonable consideration shall be given to any comments made by Voleo and its counsel, provided that all information relating solely to Voleo, its affiliates and the Voleo Shares included in the Logan Disclosure Document shall be in form and content satisfactory to Voleo, acting reasonably. Logan shall provide Voleo with final copies of the Logan Disclosure Document prior to its public filing or, if applicable, mailing to the Logan Shareholders.

(g) Voleo and Logan shall each promptly notify each other if at any time before the Effective Date either becomes aware that the Logan Disclosure Document contains a misrepresentation, or that otherwise requires an amendment or supplement to the Logan Disclosure Document and the Parties shall co-operate in the preparation of any amendment or supplement to the Logan Disclosure Document as required or appropriate, and Logan shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Logan Disclosure Document to Logan Shareholders and, if required by the Court or applicable Laws, file the same with the Governmental Entities and as otherwise required.

2.11 Preparation of Filings

Logan and Voleo shall co-operate and use their commercially reasonable efforts to take, or cause to be taken, all reasonable actions, including the preparation of any applications for Regulatory Approvals and other orders, registrations, consents, filings, rulings, exemptions, no-action letters, circulars and approvals required in connection with this Agreement and the Amalgamation and the preparation of any required documents, in each case as reasonably necessary to discharge their respective obligations under this Agreement, the Amalgamation, the Consolidation and to complete any of transactions contemplated by this Agreement, including their obligations under applicable Laws.

2.12 Announcement and Shareholder Communications

Logan and Voleo shall each publicly announce the transactions contemplated hereby promptly following the execution of this Agreement by Logan and Voleo, the text and timing of each Party's announcement to be approved by the other Party in advance, acting reasonably. Logan and Voleo agree to co-operate in the preparation of presentations, if any, to Voleo Shareholders or Logan Shareholders regarding the transactions contemplated by this Agreement, and no Party shall (i) issue any news release or otherwise make public announcements with respect to this Agreement or the Amalgamation without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed) or (ii) make any filing with any Governmental Entity with respect thereto without prior consultation with the other Party; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Laws or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

2.13 Restrictions on Securities and Escrowed Securities

The Parties acknowledge and agree that:

(a) the securities of Amalco and Logan to be issued pursuant to the Amalgamation will be subject to compliance with Securities Laws and the policies of the TSXV; and

(b) certain of the securities of Logan to be issued pursuant to the Amalgamation will be deposited into escrow in accordance with the policies of the TSXV. The Parties further acknowledge that any securities of Logan deposited into escrow shall be held in escrow pursuant to an escrow agreement and released as determined in accordance with the policies of the TSXV.

2.14 Withholding Taxes

Logan, Voleo and the Depositary shall be entitled to deduct or withhold from the consideration payable or otherwise deliverable to any Person, including dissenting shareholders, pursuant to the Amalgamation and from all dividends, other distributions or other amount otherwise payable to any former Voleo Shareholders, such Taxes or other amounts as Logan, Voleo or the Depositary is required, entitled or permitted to deduct or withhold with respect to such payment under the Tax Act, or any other provisions of any applicable Laws, in each case, as amended. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes or other amounts are actually remitted to the appropriate taxing authority.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF VOLEO

3.1 Representations and Warranties

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

(a) Organization and Qualification. Voleo and each of its Subsidiaries are duly incorporated and validly existing under their respective laws of incorporation and each has full corporate power and authority to own its assets and conduct its business as now owned and conducted. Each of Voleo and its Subsidiaries is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary. True and complete copies of the constating documents of Voleo and each of its Subsidiaries have been delivered or made available to Logan, and Voleo has not taken any action to amend or supersede such documents.

(b) Authority Relative to this Agreement. Voleo has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Voleo and the consummation by Voleo of the transactions contemplated by this Agreement have been duly authorized by the Voleo Board and no other corporate proceedings on the part of Voleo are necessary to authorize this Agreement other than Voleo Shareholder Approval. This Agreement has been duly executed and delivered by Voleo and constitutes a valid and binding obligation of Voleo, enforceable by Logan against Voleo in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(c) No Conflict; Required Filings and Consent. The execution and delivery by Voleo of this Agreement and the performance by it of its obligations hereunder and the completion of the Amalgamation will not violate, conflict with or result in a breach of any provision of the constating documents of Voleo, and, except as would not, individually or in the aggregate, have or reasonably be expected to have a Voleo Material Adverse Effect, will not: (a) violate, conflict with or result in a breach of: (i) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, Authorization, licence or permit to which Voleo is a party or by which Voleo is bound; or (ii) any Law to which Voleo is subject or by which Voleo is bound; (b) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit; or (c) give rise to any rights of first refusal or rights of first offer, trigger any change in control or

influence provisions or any restriction or limitation under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit, or result in the imposition of any encumbrance, charge or Lien upon any of Voleo' assets. Other than the filing of the Articles of Amalgamation, no Authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of Voleo for the consummation by Voleo of its obligations in connection with the Amalgamation under this Agreement or for the completion of the Amalgamation not to cause or result in any loss of any rights or assets or any interest therein held by Voleo in any material assets, except for such Authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the Amalgamation.

(d) Subsidiaries. Schedule G sets out all of the Subsidiaries of Voleo (the "**Voleo Subsidiaries**"). Other than the Voleo Subsidiaries, Voleo does not beneficially hold any securities or other interests, or securities convertible or exchangeable into securities or other interests, of any other person. All of the issued and outstanding securities of each of the Subsidiaries are duly authorized, validly issued, fully paid and non-assessable and all such securities are owned, directly or indirectly by Voleo, free and clear of all liens and are not subject to any proxy, voting trust or other agreement relating to the voting of such securities, and there are no outstanding options, rights, entitlements, understandings or commitments regarding the right to acquire any such securities or assets of the Voleo Subsidiaries. Schedule G accurately sets out the following information with respect to each Voleo Subsidiary: (i) its name; (ii) the number, type and principal amount, as applicable, of its outstanding equity securities or other equity interests and a list of registered holders of capital stock or other equity interests; and (iii) its jurisdiction of incorporation, organization or formation.

(e) Compliance with Laws.

(i) The operations of Voleo and each of the Voleo Subsidiaries have been and are now conducted in material compliance with all Laws of each jurisdiction, the Laws of which have been and are now applicable to the operations of the Voleo Subsidiaries and Voleo and has not received any notice of any alleged violation of any such Laws, other than non-compliance or violations which, individually or in the aggregate, would not have a Voleo Material Adverse Effect.

(ii) Each of Voleo and the Voleo Subsidiaries are not in conflict with, or in default (including cross defaults) under or in violation of: (a) its articles or by-laws or equivalent organizational documents; or (b) any agreement or understanding to which it or by which any of its properties or assets is bound or affected, except for failures which, individually or in the aggregate, would not have a Voleo Material Adverse Effect.

(f) Voleo Authorizations. Voleo has obtained all Authorizations necessary for the ownership, operation, development, maintenance, or use of the material assets of Voleo and its Subsidiaries or otherwise in connection with the material business or operations of Voleo and such Authorizations are in full force and effect. Voleo and the Voleo Subsidiaries have fully complied with and are in compliance with all Authorizations, except, in each case, for such non-compliance which, individually or in the aggregate, would not have a Voleo Material Adverse Effect. There is no action, investigation or proceeding pending or, to the knowledge of Voleo, threatened regarding any of the Authorizations. Voleo has not received any notice, whether written or oral, of revocation or non-renewal of any such Authorizations, or of any intention of any Person to revoke or refuse to renew any of such Authorizations, except in each case, for revocations or non-renewals which, individually or in the aggregate, would not have a Voleo Material Adverse Effect and, to the knowledge of Voleo, all such Authorizations continue to be effective in order for Voleo to continue to conduct their respective businesses as they are currently being conducted. No Person other than Voleo or Voleo Subsidiary owns or has any proprietary, financial or other interest (direct or indirect) in any of the Authorizations.

(g) Capitalization and Listing.

(i) The authorized share capital of Voleo consists of an unlimited number of Voleo Shares and an unlimited number of Voleo Preferred Shares. As at the date of this Agreement there are: (A) 42,812,575 Voleo Shares and nil Voleo Preferred Shares validly issued and outstanding as fully-paid and non-assessable shares of Voleo; (B) outstanding Voleo Options providing for the issuance of 2,330,000 Voleo Shares upon the exercise thereof; (c) outstanding Voleo Warrants providing for the issuance of 498,571 Voleo Shares upon exercise thereof. Except for the securities referred to in this Section 3.1(g)(i) and Schedule G, there are no options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of Voleo to issue or sell any shares of Voleo or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of Voleo and no Person is entitled to any pre-emptive or other similar right granted by Voleo.

(ii) All Voleo Shares that may be issued pursuant to the exercise of outstanding Voleo Options and Voleo Warrants will, when issued in accordance with its Voleo Options and Voleo Warrants, as the case may be, be duly authorized, validly issued, fully-paid and non-assessable and are not and will not be subject to or issued in violation of, any pre-emptive rights.

(iii) There are no outstanding contractual obligations of Voleo to repurchase, redeem or otherwise acquire any Voleo Shares.

(iv) No order ceasing or suspending trading in securities of Voleo or prohibiting the sale of such securities has been issued and is outstanding against Voleo or its directors, officers or promoters.

(h) Shareholder and Similar Agreements. Voleo is not party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding shares in the capital of Voleo.

(i) U.S. Securities Law Matters.

(i) Voleo is a "foreign private issuer" as defined in Rule 3b-4 under the Exchange Act.

(ii) There is no class of securities of Voleo which is registered pursuant to section 12 of the U.S. Exchange Act, nor is Voleo subject to any reporting obligation (whether active or suspended) pursuant to section 15(d) of the U.S. Exchange Act. Voleo is not, and has never been, subject to any requirement to register any class of its equity securities pursuant to section 12(g) of the U.S. Exchange Act.

(iii) Voleo is not an investment company registered or required to be registered under the U.S. Investment Company Act of 1940, as amended.

(iv) The Voleo Shares have not been traded on any national securities exchange in the United States during the past 12 calendar months, and will not be so traded prior to the Effective Date.

(j) Financial Statements.

(i) The audited consolidated financial statements for Voleo as at and for each of the fiscal years ended on December 31, 2017 and December 31, 2016 including the notes thereto have been prepared in accordance with IFRS applied on a basis consistent with prior periods and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position and results of operations of Voleo as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto). There are no outstanding loans made by Voleo to any executive officer or director of Voleo other than with respect to the promissiory note described in Voleo's financial statements.

(ii) Voleo maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and includes policies and procedures that: (A) pertain to the maintenance of records that in reasonable detail accurately and fairly

reflect the transactions and dispositions of the assets of Voleo; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that receipts and expenditures of are being made only with Authorizations of management and directors of Voleo; and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of Voleo that could have a material effect on its financial statements. To the knowledge of Voleo, as of the date of this Agreement: (x) there are no material weaknesses in the design and implementation or maintenance of internal controls over financial reporting of Voleo that are reasonably likely to adversely affect the ability of Voleo to record, process, summarize and report financial information; and (y) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Voleo.

(iii) Neither Voleo nor, to Voleo's knowledge, any director, officer, employee, auditor, accountant or representative of Voleo has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Voleo or its internal accounting controls, including any complaint, allegation, assertion, or claim that Voleo has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the Voleo Board, or has not been disclosed to Logan.

(k) Undisclosed Liabilities. Voleo does not have any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, except for: (a) liabilities and obligations that are specifically presented on the unaudited balance sheet of Voleo as of December 31, 2017 (the "**Voleo Balance Sheet**") or disclosed in the notes thereto; or (b) liabilities and obligations incurred in the ordinary course of business consistent with past practice that are not and would not, individually or in the aggregate with all other liabilities and obligations of Voleo (other than those disclosed on the Voleo Balance Sheet and/or in the notes to the Voleo financial statements), reasonably be expected to have a Voleo Material Adverse Effect, or have a Voleo Material Adverse Effect, or, as a consequence of the consummation of the Amalgamation, have or reasonably be expected to have a Voleo Material Adverse Effect. Without limiting the foregoing, the Voleo Balance Sheet reflects reasonable reserves in accordance with IFRS for contingent liabilities of Voleo.

(l) Operational Matters. Except as would not, individually or in the aggregate, be reasonably expected to result in a Voleo Material Adverse Effect:

(i) all payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account

of, any direct or indirect assets of Voleo have been: (A) duly paid; (B) duly performed; or (C) provided for prior to the date hereof; and

(ii) all costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which Voleo is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.

(m) Employment Matters.

(i) Voleo has not entered into any written or oral agreement or understanding providing for severance or termination payments to any director, officer or employee in connection with the termination of their position or their employment as a direct result of the transactions contemplated by this Agreement.

(ii) Voleo is not: (A) a party to any collective bargaining agreement, or (B) subject to any application for certification or, to the knowledge of Voleo, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement. To the knowledge of Voleo, no fact or event exists that is likely to give rise to a change in the representation in this Subsection 3.1(m) on or before the Effective Date.

(iii) Voleo is not subject to any claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of Voleo, threatened, or any litigation actual, or to the knowledge of Voleo, threatened, relating to employment or termination of employment of employees or independent contractors, except for such claims or litigation which individually or in the aggregate would not be reasonably expected to have a Voleo Material Adverse Effect. To the knowledge of Voleo, no labour strike, lock-out, slowdown or work stoppage is pending or threatened against or directly affecting Voleo, except as would not be reasonably expected to have a Voleo Material Adverse Effect.

(iv) Voleo has operated in accordance with all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights, labour relations and privacy and there are no current, pending, or to the knowledge of Voleo, threatened proceedings before any board or tribunal with respect to any of the areas listed herein, except where the failure to so operate would not have a Voleo Material Adverse Effect.

(n) Absence of Certain Changes or Events. Since December 31, 2017:

(i) Voleo has conducted its businesses only in the ordinary course of business and consistent with past practice;

(ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have a Voleo Material Adverse Effect has been incurred;

(iii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Voleo Material Adverse Effect;

(iv) there has not been any change in the accounting practices used by Voleo, except as disclosed in the audited financial statements of Voleo;

(v) except for ordinary course adjustments to non-executive employees, there has not been any increase in the salary, bonus, or other remuneration payable to any non-executive employees of any of Voleo;

(vi) there has not been any entering into, or an amendment of, any material Contract other than in the ordinary course of business consistent with past practice;

(vii) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in Voleo's audited financial statements, other than the settlement of claims or liabilities incurred in the ordinary course of business consistent with past practice; and

(viii) except for ordinary course adjustments, there has not been any increase in the salary, bonus, or other remuneration payable to any officers or senior or executive officers of Voleo.

(o) Litigation. Other than as disclosed to Logan in writing, there is no claim, action, proceeding or investigation pending or, to the knowledge of Voleo, threatened against or relating to Voleo, the business of Voleo or affecting any of its properties, assets, before or by any Governmental Entity which, if adversely determined, would have, or reasonably could be expected to have, a Voleo Material Adverse Effect or prevent or materially delay the consummation of the Amalgamation, nor to knowledge of Voleo are there any events or circumstances which could reasonably be expected to give rise to any such claim, action, proceeding or investigation (provided that the representation in this Subsection 3.1(o) shall not apply to claims, actions, proceedings, or investigations which may arise after the date of this Agreement which do not have a reasonable prospect of succeeding or, if successful, would not give rise to, nor reasonably be expected to give rise to, a Voleo Material Adverse Effect). Voleo is not subject to any outstanding order, writ, injunction or decree which has had or is reasonably likely to have a Voleo Material Adverse Effect or which would prevent or materially delay consummation of the transactions contemplated by this Agreement.

(p) Taxes.

(i) Voleo has duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by it in accordance with applicable Law, and duly and in a timely manner filed all material Tax Returns required to be filed by it with the appropriate Governmental Entity, such Tax Returns were complete and correct in all material respects and Voleo has paid all material Taxes, including instalments on account of Taxes for the current year required by applicable Law, which are due and payable by it whether or not assessed by the appropriate Governmental Entity, other than Taxes which are being contested in good faith through appropriate proceedings.

(ii) Voleo has made adequate provisions or reserves in accordance with IFRS in the most recently published financial statements of Voleo for any Taxes of Voleo for the period covered by such financial statements that have not been paid whether or not shown as being due on any material Tax Returns. Since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(iii) Voleo has duly and timely withheld all material Taxes and other amounts required by applicable Law to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by applicable Law to be remitted by it.

(iv) Voleo has duly and timely collected all material amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by applicable Law to be remitted by it and has duly and timely paid any and all material sales, use or transfer Taxes required to be paid or self-assessed by it pursuant to applicable Laws and has claimed eligible exemptions, refunds and input Tax credits in respect thereof in all material respects in accordance with applicable Laws.

(v) Voleo has not made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns that has effect for any period ending after the Effective Date.

(vi) there are no proceedings, investigations, audits or Claims now pending or, to the knowledge of Voleo, threatened against Voleo in respect of any

Taxes (other than an immaterial professional privilege tax claimed the State of Tennessee) and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes.

(vii) Voleo has not acquired property from a non-arm's length Person, within the meaning of the Tax Act: (i) for consideration the value of which is less than the fair market value of the property; or (ii) as a contribution of capital for which no shares were issued by the acquirer of the property.

(viii) Voleo has made available to Logan copies of all Tax Returns for the taxation years ended December 31, 2016 and December 31, 2015, and all assessments or reassessments, correspondence related to any assessment or reassessment, requests for Tax rulings, Tax rulings issued by any Governmental Entity, and correspondence related to any audit or proposed audit of Voleo, to the extent relating to periods or events in respect of which any Governmental Entity may in accordance with applicable Law assess or otherwise impose any Taxes on Voleo.

(ix) For the purposes of the Tax Act and any other relevant Tax purposes Voleo is resident in Canada.

(x) No claim has been made by any Government Entity in a jurisdiction where Voleo does not file Tax Returns that Voleo is or maybe subject to tax in that jurisdiction.

(xi) There are no Liens for Taxes upon any properties or assets of Voleo (other than Liens relating to Taxes not yet due and payable or for Taxes which are being contested in good faith through appropriate proceedings and for which adequate provisions or reserves have been recorded on the most recent balance sheet included in Voleo's audited financial statements).

(q) Books and Records. The corporate records and minute books of Voleo have been maintained in accordance with all applicable Laws, and the minute books of Voleo as provided to Logan are complete and accurate in all material respects. The corporate minute books for Voleo contain minutes of all meetings and resolutions of the directors and securityholders held. The financial books and records and accounts of Voleo in all material respects: (a) have been maintained in accordance with good business practices and in accordance with IFRS and with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years; and (b) are stated in reasonable detail, during the period of time when owned by Voleo, accurately and fairly reflect the transactions and dispositions of assets of Voleo.

(r) Insurance.

(i) Voleo has in place only the required broker-dealer insurance policy required for its business, nature and stage of development. All premiums payable prior to the date hereof under such policies of insurance have been

paid and Voleo has not failed to make a claim thereunder on a timely basis.

(ii) Each of such policies and other forms of insurance is in full force and effect on the date hereof and Voleo will use reasonable commercial efforts to keep them in full force and effect or renew them as appropriate through the Effective Date. No written (or to the knowledge of Voleo other) notice of cancellation or termination has been received by Voleo with respect to any such policy.

(s) Non-Arm's Length Transactions. Except for agreements for Voleo Options, employment, consulting or employment compensation agreements entered into in the ordinary course of business, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by Voleo) between Voleo on the one hand, and any (a) officer or director of Voleo, (b) any holder of record or, to the knowledge of Voleo, beneficial owner of five percent or more of the voting securities of Voleo, or (c) any affiliate or associate of any officer, director or beneficial owner, on the other hand.

(t) Restrictions on Business Activities. There is no agreement, judgement, injunction, order or decree binding upon Voleo that has or could reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of Voleo, any acquisition of property by Voleo or the conduct of business by Voleo as currently conducted (including following the transaction contemplated by this Agreement) other than such agreements, judgements, injunctions, orders or decrees which would not, individually or in the aggregate, reasonably be expected to have a Voleo Material Adverse Effect.

(u) Material Contracts. Voleo has performed in all material respects all respective obligations required to be performed by them to date under any material Contracts. Voleo is not in breach or default under any material contract to which it is a party or bound, nor does Voleo have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breaches or defaults would not, individually or in the aggregate, reasonably be expected to result in, or result in, a Voleo Material Adverse Effect. Voleo does not know of, or has not received written notice of, any breach or default under (nor, to the knowledge of Voleo, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such material contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, a Voleo Material Adverse Effect. Prior to the date hereof, Voleo has made available to Logan true and complete copies of all of the material contracts of Voleo. All material contracts are legal, valid, binding and in full force and effect and are enforceable by Voleo in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors'

rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.

(v) Brokers. None of Voleo, or any of its respective officers, directors or employees has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.

(w) Reporting Issuer Status. As of the date hereof, Voleo is not a reporting issuer in any province or territory of Canada.

(x) Money Laundering Laws. The operations of Voleo are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Entity (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court of governmental authority or any arbitrator non-Governmental Entity involving Voleo with respect to the Money Laundering Laws is pending or, to the knowledge of Voleo threatened.

(y) Corrupt Practices Legislation. Neither Voleo, nor any of its officers, directors or employees acting on behalf of Voleo has taken, committed to take or been alleged to have taken any action which would cause Voleo or any of its affiliates to be in violation of the United States' *Foreign Corrupt Practices Act* (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law, and to the knowledge of Voleo no such action has been taken by any of its agents, representatives or other Persons acting on behalf of Voleo or any of its affiliates.

3.2 Survival of Representations and Warranties

The representations and warranties of Voleo contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF LOGAN

4.1 Representations and Warranties

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

(a) Organization and Qualification. Logan and each of the Logan Subsidiaries (as defined below) are duly incorporated and validly existing under their respective

laws of incorporation and each has full corporate power and authority to own its assets and conduct its business as now owned and conducted. Each of Logan and the Logan Subsidiaries is duly qualified to carry on business and is in good standing in each jurisdiction in which the character of its properties or the nature of its activities makes such qualification necessary. True and complete copies of the constating documents of Logan and the Logan Subsidiaries have been delivered or made available to Voleo, and Logan has not taken any action to amend or supersede such documents.

(b) Authority Relative to this Agreement. Logan has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Logan and the consummation by Logan of the transactions contemplated by this Agreement have been duly authorized by the board of directors of Logan and no other corporate proceedings on the part of Logan are necessary to authorize this Agreement, other than Logan Shareholder Approval (if required by the TSXV). This Agreement has been duly executed and delivered by Logan and constitutes a valid and binding obligation of Logan, enforceable by Voleo against Logan in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency and other applicable Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(c) No Conflict; Required Filings and Consent. The execution and delivery by Logan of this Agreement and the performance by it of its obligations hereunder and the completion of the Consolidation and the Reverse Takeover will not violate, conflict with or result in a breach of any provision of the constating documents of Logan, and except as would not, individually or in the aggregate, have or reasonably be expected to have a Logan Material Adverse Effect, will not: (a) violate, conflict with or result in a breach of: (i) any agreement, contract, indenture, deed of trust, mortgage, bond, instrument, Authorization, licence or permit to which Logan or by which is bound; or (ii) any Law to which Logan or any Logan Subsidiary is subject or by which Logan is bound; (b) give rise to any right of termination, or the acceleration of any indebtedness, under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit; or (c) give rise to any rights of first refusal or rights of first offer, trigger any change in control or influence provisions or any restriction or limitation under any such agreement, contract, indenture, Authorization, deed of trust, mortgage, bond, instrument, licence or permit, or result in the imposition of any encumbrance, charge or Lien upon any of Logan's or Logan Subsidiaries' assets. Other than Logan Shareholder Approval (if required by the TSXV) and approval of the TSXV in respect of the Consolidation, Name Change and Reverse Takeover, no Authorization, consent or approval of, or filing with, any Governmental Entity or any court or other authority is necessary on the part of Logan for the consummation by Logan of its obligations in connection with the Amalgamation under this Agreement or for the completion of the Amalgamation not to cause or result in any loss of any rights or assets or any

interest therein held by Logan or the Logan Subsidiaries in any material properties, except for such Authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by this Agreement.

(d) Subsidiaries. Schedule G sets out all of the Subsidiaries of Logan (the "Logan Subsidiaries"). Other than the Logan Subsidiaries, Logan does not beneficially hold any securities or other interests, or securities convertible or exchangeable into securities or other interests, of any other person. All of the issued and outstanding securities of each of the Logan Subsidiaries are duly authorized, validly issued, fully paid and non-assessable and all such securities are owned, directly or indirectly by Logan, free and clear of all liens and are not subject to any proxy, voting trust or other agreement relating to the voting of such securities, and there are no outstanding options, rights, entitlements, understandings or commitments regarding the right to acquire any such securities or assets of the Logan Subsidiaries. Schedule G accurately sets out the following information with respect to each Logan Subsidiary: (i) its name; (ii) the number, type and principal amount, as applicable, of its outstanding equity securities or other equity interests and a list of registered holders of capital stock or other equity interests; and (iii) its jurisdiction of incorporation, organization or formation.

(e) Compliance with Laws.

(i) The operations of Logan and each of the Logan Subsidiaries has been and are now conducted in compliance with all Laws of each jurisdiction, the Laws of which have been and are now applicable to the operations of Logan and the Logan Subsidiaries and Logan has not received any notice of any alleged violation of any such Laws, other than non-compliance or violations which, individually or in the aggregate, would not have a Logan Material Adverse Effect.

(ii) Each of Logan and the Logan Subsidiaries are not in conflict with, or in default (including cross defaults) under or in violation of: (a) its notice of articles, articles or equivalent organizational documents; or (b) any agreement or understanding to which it or by which any of its properties or assets is bound or affected, except for failures which, individually or in the aggregate, would not have a Logan Material Adverse Effect.

(f) Logan Authorizations. Logan has obtained all Authorizations necessary for the ownership, operation, development, maintenance, or use of the material assets of Logan and the Logan Subsidiaries or otherwise in connection with the material business or operations of Logan and such Authorizations are in full force and effect. Logan and the Logan Subsidiaries have fully complied with and are in compliance with all Authorizations, except, in each case, for such non-compliance which, individually or in the aggregate, would not have a Logan Material Adverse Effect. There is no action, investigation or proceeding pending or, to the

knowledge of Logan, threatened regarding any of the Authorizations. Logan has not received any notice, whether written or oral, of revocation or non-renewal of any such Authorizations, or of any intention of any Person to revoke or refuse to renew any of such Authorizations, except in each case, for revocations or non-renewals which, individually or in the aggregate, would not have a Logan Material Adverse Effect and, to the knowledge of Logan, all such Authorizations continue to be effective in order for Logan to continue to conduct their respective businesses as they are currently being conducted. No Person other than Logan or a Logan Subsidiary thereof owns or has any proprietary, financial or other interest (direct or indirect) in any of the Authorizations.

(g) Capitalization and Listing.

(i) The authorized share capital of Logan consists of an unlimited number of Logan Shares. As at the date of this Agreement there are: (A) 42,737,750 Logan Shares validly issued and outstanding as fully-paid and non-assessable shares of Logan; and (B) 3,025,000 outstanding options providing for the issuance of 3,025,000 Logan Shares upon the exercise thereof; and (C) 22,000,000 outstanding warrants providing for the issuance of 22,000,000 Logan Shares upon the exercise thereof. Except for the securities referred to in this Section 4.1(g)(i) and as set out in Schedule G, there are no options, warrants, conversion privileges, calls or other rights, shareholder rights plans, agreements, arrangements, commitments, or obligations of Logan to issue or sell any shares of Logan or securities or obligations of any kind convertible into, exchangeable for or otherwise carrying the right or obligation to acquire any shares of Logan and no Person is entitled to any pre-emptive or other similar right granted by Logan. Logan Shares are listed on the TSXV, and are not listed or quoted on any market other than the TSXV. The Logan Warrants are not listed or quoted on any market.

(ii) All Logan Shares that may be issued pursuant to the exercise of outstanding Logan Options and Logan Warrants will, when issued in accordance with the terms of such securities, as the case may be, be duly authorized, validly issued, fully-paid and non-assessable and are not and will not be subject to or issued in violation of, any pre-emptive rights.

(iii) There are no outstanding contractual obligations of Logan to repurchase, redeem or otherwise acquire any Logan Shares.

(iv) No order ceasing or suspending trading in securities of Logan or prohibiting the sale of such securities has been issued and is outstanding against Logan or, its directors, officers or promoters.

(h) Shareholder and Similar Agreements. Logan is not party to any shareholder, pooling, voting trust or other similar agreement relating to the issued and outstanding shares in the capital of Logan.

(i) U.S. Securities Law Matters.

(i) Logan is a "foreign private issuer" as defined in Rule 3b-4 under the U.S. Exchange Act.

(ii) There is no class of securities of Logan which is registered pursuant to section 12 of the U.S. Exchange Act, nor is Logan subject to any reporting obligation (whether active or suspended) pursuant to section 15(d) of the U.S. Exchange Act. Logan is not, and has never been, subject to any requirement to register any class of its equity securities pursuant to section 12(g) of the U.S. Exchange Act.

(iii) Logan is not an investment company registered or required to be registered under the U.S. Investment Company Act of 1940, as amended.

(iv) The Logan Shares have not been traded on any national securities exchange in the United States during the past 12 calendar months, and will not be so traded prior to the Effective Date.

(j) Reports. Logan has filed with all applicable Governmental Entities true and complete copies of Logan Public Documents that Logan is required to file therewith. Logan Public Documents at the time filed: (i) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and (i) complied in all material respects with the requirements of applicable Securities Laws. Logan has not filed any confidential material change report with any Governmental Entity which at the date hereof remains confidential.

(k) Financial Statements.

(i) The audited consolidated financial statements of Logan as at and for the financial years ending March 31, 2017 and March 31, 2016 and the interim consolidated financial statements for Logan for the six month period ended September 30, 2017, including the notes thereto have been, and all financial statements of Logan which are publicly disseminated by Logan in respect of any subsequent periods prior to the Effective Date will be, prepared in accordance with IFRS applied on a basis consistent with prior periods and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position and results of operations of Logan as of the respective dates thereof and its results of operations and cash flows for the respective periods covered thereby (except as may be indicated expressly in the notes thereto). There are no outstanding loans made by Logan to any executive officer or director of Logan.

(ii) The management of Logan has established and maintained a system of disclosure controls and procedures designed to provide reasonable

assurance that information required to be disclosed by Logan in its annual filings, interim filings or other reports filed or submitted by it under the applicable Laws imposed by Governmental Entities is recorded, processed, summarized and reported within the time periods specified in such Laws imposed by such Governmental Entities. Such disclosure controls and procedures include controls and procedures designed to ensure that information required to be disclosed by Logan in its annual filings, interim filings or other reports filed or submitted under the applicable Laws imposed by Governmental Entities is accumulated and communicated to Logan's management, including its chief executive officer and chief financial officer (or Persons performing similar functions), as appropriate to allow timely decisions regarding required disclosure.

(iii) Logan maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and includes policies and procedures that: (A) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that receipts and expenditures of Logan are being made only with Authorizations of management and directors of Logan, as applicable; and (C) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the assets of Logan that could have a material effect on its financial statements. To the knowledge of Logan, as of the date of this Agreement: (x) there are no material weaknesses in the design and implementation or maintenance of internal controls over financial reporting of Logan that are reasonably likely to adversely affect the ability of Logan to record, process, summarize and report financial information; and (y) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Logan.

(iv) Neither Logan nor, to Logan's knowledge, any director, officer, employee, auditor, accountant or representative of Logan has received or otherwise had or obtained knowledge of any complaint, allegation, assertion, or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Logan or its respective internal accounting controls, including any complaint, allegation, assertion, or claim that Logan has engaged in questionable accounting or auditing practices, which has not been resolved to the satisfaction of the audit committee of the Board, or has not been disclosed to Voleo.

(l) Undisclosed Liabilities. Logan does not have any liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, except for: (a) liabilities and obligations that are specifically presented on the unaudited balance sheet of Logan as of September 30, 2017 (the "**Logan Balance Sheet**") or disclosed in the notes thereto; or (b) liabilities and obligations incurred in the ordinary course of business consistent with past practice since March 31, 2017, that are not and would not, individually or in the aggregate with all other liabilities and obligations of Logan (other than those disclosed on the Logan Balance Sheet and/or the notes to the Logan financial statements), reasonably be expected to have or reasonably be expected to have a Logan Material Adverse Effect, or have a Logan Material Adverse Effect, or, as a consequence of the consummation of the Amalgamation, have a Logan Material Adverse Effect. Without limiting the foregoing, the Logan Balance Sheet reflects reasonable reserves in accordance with IFRS for contingent liabilities of Logan.

(m) Operational Matters. Except as would not, individually or in the aggregate, be reasonably expected to result in a Logan Material Adverse Effect:

(i) all rentals, payments and obligations due and payable, or performable, as the case may be, on or prior to the date hereof under, with respect to, or on account of, any direct or indirect assets of Logan and its material joint ventures, have been: (A) duly paid; (B) duly performed; or (C) provided for prior for the date hereof; and

(ii) all costs, expenses, and liabilities payable on or prior to the date hereof under the terms of any contracts and agreements to which Logan is directly or indirectly bound have been properly and timely paid, except for such expenses that are being currently paid prior to delinquency in the ordinary course of business.

(n) Employment Matters.

(i) Logan is not (A) a party to any collective bargaining agreement, or (B) subject to any application for certification or, to the knowledge of Logan, threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement. To the knowledge of Logan, no fact or event exists that is likely to give rise to a change in the representation in this Subsection 4.1(n) on or before the Effective Date.

(ii) Logan is not subject to any claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of Logan, threatened, or any litigation actual, or to the knowledge of Logan, threatened, relating to employment or termination of employment of employees or independent contractors, except for such claims or litigation which individually or in the aggregate would not be reasonably expected to have a Logan Material Adverse Effect. To the knowledge of Logan, no labour strike, lock-out, slowdown or work stoppage is pending or

threatened against or directly affecting Logan, except as would not be reasonably be expected to have a Logan Material Adverse Effect.

(iii) Logan has operated in accordance with all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights, labour relations and privacy and there are no current, pending, or to the knowledge of Logan, threatened proceedings before any board or tribunal with respect to any of the areas listed herein, except where the failure to so operate would not have a Logan Material Adverse Effect.

(iv) Logan has not entered into any written or oral agreement or understanding providing for severance or termination payments to any director, officer or employee in connection with the termination of their position or their employment as a direct result of the transactions contemplated by the Agreement.

(o) Absence of Certain Changes or Events. Since September 30, 2017:

(i) Logan has conducted its business only in the ordinary course of business and consistent with past practice;

(ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is reasonably likely to have a Logan Material Adverse Effect has been incurred;

(iii) there has not been any event, circumstance or occurrence which has had or is reasonably likely to give rise to a Logan Material Adverse Effect;

(iv) there has not been any change in the accounting practices used by Logan, except as disclosed in the Logan Public Documents;

(v) except for ordinary course adjustments to non-executive employees, there has not been any increase in the salary, bonus, or other remuneration payable to any non-executive employees of Logan.

(vi) there has not been any redemption, repurchase or other acquisition of Logan Shares by Logan, or any declaration, setting aside or payment of any dividend or other distribution (whether in cash, shares or property) with respect to the Logan Shares;

(vii) there has not been any entering into, or an amendment of, any material Contract other than in the ordinary course of business consistent with past practice;

(viii) there has not been any satisfaction or settlement of any material claims or material liabilities that were not reflected in Logan's financial statements,

other than the settlement of claims or liabilities incurred in the ordinary course of business consistent with past practice; and

(ix) except for ordinary course adjustments, there has not been any increase in the salary, bonus, or other remuneration payable to any officers or senior or executive officers of Logan.

(p) Litigation. There is no claim, action, proceeding or investigation pending or, to the knowledge of Logan, threatened against or relating to Logan, the business of Logan or affecting any of its properties, assets, before or by any Governmental Entity which, if adversely determined, would have, or reasonably could be expected to have, a Logan Material Adverse Effect or prevent or materially delay the consummation of the Amalgamation, nor to knowledge of Logan are there any events or circumstances which could reasonably be expected to give rise to any such claim, action, proceeding or investigation (provided that the representation in this Section 4.1(p) shall not apply to claims, actions, proceedings, or investigations which may arise after the date of this Agreement which do not have a reasonable prospect of succeeding or, if successful, would not give rise to, nor reasonably be expected to give rise to, a Logan Material Adverse Effect). Logan is not subject to any outstanding order, writ, injunction or decree which has had or is reasonably likely to have a Logan Material Adverse Effect or which would prevent or materially delay consummation of the transactions contemplated by this Agreement.

(q) Taxes.

(i) Logan has duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by it in accordance with applicable Law, and duly and in a timely manner filed all material Tax Returns required to be filed by it with the appropriate Governmental Entity, such Tax Returns were complete and correct in all material respects and Logan has paid all material Taxes, including instalments on account of Taxes for the current year required by applicable Law, which are due and payable by it whether or not assessed by the appropriate Governmental Entity, other than Taxes which are being contested in good faith through appropriate proceedings.

(ii) Logan has made adequate provisions or reserves in accordance with IFRS in the most recently published financial statements of Logan for any Taxes of Logan for the period covered by such financial statements that have not been paid whether or not shown as being due on any material Tax Returns. Since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the ordinary course of business.

(iii) Logan has duly and timely withheld all material Taxes and other amounts required by applicable Law to be withheld by it (including Taxes and other

amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the benefit of any Person) and has duly and timely remitted to the appropriate Governmental Entity such Taxes or other amounts required by applicable Law to be remitted by it.

(iv) Logan has duly and timely collected all material amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by applicable Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity such amounts required by applicable Law to be remitted by it and has duly and timely paid any and all material sales, use or transfer Taxes required to be paid or self-assessed by it pursuant to applicable Laws and has claimed eligible exemptions, refunds and input Tax credits in respect thereof in all material respects in accordance with applicable Laws.

(v) Logan has not made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns that has effect for any period ending after the Effective Date.

(vi) There are no proceedings, investigations, audits or Claims now pending or, to the knowledge of Logan, threatened against Logan in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Entity relating to Taxes.

(vii) Logan has not acquired property from a non-arm's length Person, within the meaning of the Tax Act: (i) for consideration the value of which is less than the fair market value of the property; or (ii) as a contribution of capital for which no shares were issued by the acquirer of the property.

(viii) Logan has made available to Voleo copies of all Tax Returns for the taxation years ended March 31, 2017 and March 31, 2016, and all assessments or reassessments, correspondence related to any assessment or reassessment, requests for Tax rulings, Tax rulings issued by any Governmental Entity, and correspondence related to any audit or proposed audit of Logan, to the extent relating to periods or events in respect of which any Governmental Entity may in accordance with applicable Law assess or otherwise impose any Taxes on Logan.

(ix) For the purposes of the Tax Act and any other relevant Tax purposes Logan is resident in Canada.

(x) No claim has been made by any Government Entity in a jurisdiction where Logan does not file Tax Returns that Logan is or maybe subject to tax in that jurisdiction.

(xi) There are no Liens for Taxes upon any properties or assets of Logan (other than Liens relating to Taxes not yet due and payable or for Taxes which are being contested in good faith through appropriate proceedings and for which adequate provisions or reserves have been recorded on the most recent balance sheet included in Logan's audited financial statements).

(r) Books and Records. The corporate records and minute books of Logan and the Logan Subsidiaries have been maintained in accordance with all applicable Laws, and the minute books of Logan and the Logan Subsidiaries as provided to Voleo are complete and accurate in all material respects. The corporate minute books for Logan and the Logan Subsidiaries contain minutes of all meetings and resolutions of the directors and securityholders held. The financial books and records and accounts of Logan and the Logan Subsidiaries in all material respects: (a) have been maintained in accordance with good business practices and in accordance with IFRS and with the accounting principles generally accepted in the country of domicile of each such entity, on a basis consistent with prior years; and (b) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of assets of Logan and the Logan Subsidiaries.

(s) Insurance.

(i) Logan and the Logan Subsidiaries have in place reasonable and prudent insurance policies appropriate for its business, size, nature and stage of development. All premiums payable prior to the date hereof under such policies of insurance have been paid and Logan has not failed to make a claim thereunder on a timely basis.

(ii) Each of such policies and other forms of insurance is in full force and effect on the date hereof and Logan will use reasonable commercial efforts to keep them in full force and effect or renew them as appropriate through the Effective Date. No written (or to the knowledge of Logan other) notice of cancellation or termination has been received by Logan with respect to any such policy.

(t) Non-Arm's Length Transactions. Other than the King & Bay West Agreement, employment, consulting or employment compensation agreements entered into in the ordinary course of business, there are no material current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by Logan) between Logan on the one hand, and any (i) officer or director of Logan, (ii) any holder of record or, to the knowledge of Logan, beneficial owner of five percent or more of the voting securities of Logan, or (iii) any affiliate or associate of any officer, director or beneficial owner, on the other hand.

(u) Benefit Plans. Each Logan Benefit Plan has been operated in accordance with its terms and any contributions required to be made under each Logan Benefit Plan, as of the date hereof, have been timely made.

(v) Mineral Rights. All of Logan's mineral interests and rights with respect to its mineral properties, including any material mining claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Law, have been disclosed to Voleo (the "**Logan Mineral Rights**"). Other than the Logan Mineral Rights, Logan does not own or have any interest in any material mineral interests. Other than as disclosed to Voleo in writing or as disclosed in the Logan Public Documents:

(i) Logan or one of the Logan Subsidiaries is the legal and beneficial owner of all right, title and interest in and to the Logan Mineral Rights, free and clear of any Liens.

(ii) All of the Logan Mineral Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims or mining leases.

(iii) The Logan Mineral Rights are in good standing under applicable Law and, to the knowledge of Logan, all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made.

(iv) To the knowledge of Logan, there is no material adverse claim against or challenge to the title to or ownership of the Logan Mineral Rights.

(v) No Person other than Logan or a Logan Subsidiary has any interest in the Logan Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest.

(vi) There are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which would affect Logan's interest in the Logan Mineral Rights.

(vii) There are no material restrictions on the ability of Logan or its Subsidiaries to use, transfer or exploit the Logan Mineral Rights, except pursuant to applicable Law.

(viii) Logan or its Subsidiaries have all surface rights, including fee simple estates, leases, easements, rights of way and permits or licences operations from landowners or Governmental Entities permitting the use of land by Logan or its Subsidiaries, and mineral interests that are required to explore the Logan Mineral Rights as contemplated in Logan Public Documents filed (and available on SEDAR) on or before the date hereof and no third party or group holds any such rights that would be required by Logan to explore any of the Logan Mineral Rights as contemplated in Logan Public Documents filed (and available on SEDAR) on or before the date hereof.

(ix) Logan has not received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to revoke any interest of Logan in any of the Logan Mineral Rights.

(w) Environmental. Except for any matters that, individually or in the aggregate, would not have or would not reasonably be expected to have a Logan Material Adverse Effect:

(i) all facilities and operations of Logan and its Subsidiaries have been conducted, and are now, in compliance with all Environmental Laws;

(ii) Logan and each of its Subsidiaries is in possession of, and in compliance with, all Environmental Permits that are required to conduct their respective business as they are now being conducted;

(iii) no environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exist with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of Logan and each of its Subsidiaries and, to the knowledge of Logan, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;

(iv) neither Logan nor any of Logan Subsidiaries is subject to any proceeding, application, order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction or expenditures;

(v) to the knowledge of Logan, there are no changes in the status, terms or conditions of any Environmental Permits held by Logan or any Logan Subsidiary or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such environmental approvals, consents, waivers, permits, orders and exemptions, or any review by, or approval of, any Governmental Entity of such environmental approvals, consents, waivers, permits, orders and exemptions that are required in connection with the execution or delivery of this Agreement, the consummation of the transactions contemplated herein or the continuation of the business of Logan following the Effective Date; and

(vi) to the knowledge of Logan, neither Logan nor any Logan Subsidiary is subject to any past or present fact, condition or circumstance that could reasonably be expected to result in liability under any Environmental Laws that would individually or in the aggregate, constitute a Logan Material Adverse Effect.

(x) Restrictions on Business Activities. There is no agreement, judgement, injunction, order or decree binding upon Logan that has or could reasonably be expected to

have the effect of prohibiting, restricting or materially impairing any business practice of Logan, any acquisition of property by Logan or the conduct of business by Logan as currently conducted (including following the transaction contemplated by this Agreement) other than such agreements, judgements, injunctions, orders or decrees which would not, individually or in the aggregate, reasonably be expected to have a Logan Material Adverse Effect.

(y) Material Contracts. Logan has performed in all material respects all respective obligations required to be performed by them to date under any material contracts. Logan is not in breach or default under any material contract to which it is a party or bound, nor does Logan have knowledge of any condition that with the passage of time or the giving of notice or both would result in such a breach or default, except in each case where any such breaches or defaults would not, individually or in the aggregate, reasonably be expected to result in, or result in, a Logan Material Adverse Effect. Logan does not know of, or has received written notice of, any breach or default under (nor, to the knowledge of Logan, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any such material contract by any other party thereto except where any such violation or default would not, individually or in the aggregate, reasonably be expected to result in, or result in, a Logan Material Adverse Effect. Prior to the date hereof, Logan has made available to Voleo true and complete copies of all of the material contracts of Logan. All material contracts are legal, valid, binding and in full force and effect and are enforceable by Logan in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arms' length negotiations between the parties thereto.

(z) Brokers. None of Logan or, to its knowledge, any of the officers, directors or employees of Logan has employed any broker or finder or incurred any liability for any brokerage fees, commissions or finder's fees in connection with the transactions contemplated by this Agreement.

(aa) Reporting Issuer Status. As of the date hereof, Logan is a reporting issuer not in default (or the equivalent) under the Securities Laws of British Columbia and Alberta.

(bb) Stock Exchange Compliance. Logan is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSXV.

(cc) Money Laundering Laws. The operations of Logan and its Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of Money Laundering Laws and no action, suit or proceeding by or before any court of governmental authority or any arbitrator non-Governmental Entity involving Logan or any Subsidiary with

respect to the Money Laundering Laws is pending or, to the knowledge of Logan threatened.

(dd) Corrupt Practices Legislation. Neither Logan and its affiliates, nor any of their respective officers, directors or employees acting on behalf of Logan or its affiliates has taken, committed to take or been alleged to have taken any action which would cause Logan or its affiliates to be in violation of the United States' *Foreign Corrupt Practices Act* (and the regulations promulgated thereunder), the *Corruption of Foreign Public Officials Act* (Canada) (and the regulations promulgated thereunder) or any applicable Law of similar effect of another jurisdiction, and to the knowledge of Logan, no such action has been taken by any of its agents, representatives or other Persons acting on behalf of Logan or its affiliates.

4.2 Survival of Representations and Warranties

The representations and warranties of Logan contained in this Agreement shall not survive the completion of the Amalgamation and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5
COVENANTS

5.1 Covenants of Voleo Regarding the Conduct of Business

Voleo covenants and agrees that prior to the Effective Date, unless Logan shall otherwise agree in writing or as otherwise expressly contemplated or permitted by this Agreement:

(a) Voleo shall conduct its business only in, not take any action except in, and maintain its facilities, in the ordinary course of business and to use commercially reasonable efforts to preserve intact its present business organization and goodwill, to preserve intact Voleo, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships consistent with past practice with suppliers, employees, Governmental Entities and others having business relationships with them;

(b) other than as expressly permitted or required by this Agreement, without limiting the generality of Subsection 5.1(a), Voleo shall not, directly or indirectly:

(i) issue, sell, grant, award, pledge, dispose of, encumber or agree to issue, sell, grant, award, pledge, dispose of or encumber any Voleo Shares, any Voleo Options or any warrants, calls, conversion privileges or rights of any kind to acquire any Voleo Shares, other than the issuance of Voleo Shares pursuant to the Bridge Financing, the Financing and pursuant to the exercise of existing Voleo Options or Voleo Warrants or the amendment

of Voleo Options to provide for adjustment in accordance with the terms of this Agreement;

(ii) amend or propose to amend the articles, by-laws or other constating documents or the terms of any securities of Voleo;

(iii) split, combine or reclassify any outstanding Voleo Shares;

(iv) redeem, purchase or offer to purchase any Voleo Shares or other securities of Voleo;

(v) without the prior written consent of Logan, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any Voleo Shares;

(vi) reorganize, amalgamate or merge Voleo with any other Person;

(vii) reduce the stated capital of the shares of Voleo;

(viii) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Voleo;

(ix) authorize, recommend or propose any release or relinquishment of any contractual right, except in the ordinary course of business consistent with past practice;

(x) waive, release, grant, transfer, exercise, modify or amend in any material respect, other than in the ordinary course of the business consistent with past practice, (i) any material Authorization, lease, concession, contract or other document, or (ii) any other material legal rights or claims;

(xi) waive, release, grant or transfer any rights of value or modify or change in any material respect any existing licence, lease, contract or other document, other than in the ordinary course of business consistent with past practice;

(xii) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any Governmental Entities to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits necessary to conduct its businesses as now conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities;

(xiii) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Voleo to consummate

the Amalgamation or the other transactions contemplated by this Agreement; or

(xiv) take any action, permit any inaction or enter into any transaction other than in accordance with or as contemplated in this Agreement, making an investment in securities of any person other than in accordance with or as contemplated in this Agreement;

(c) Voleo shall use its commercially reasonable efforts to maintain and preserve all of its goodwill and all of its rights under each of its Authorizations;

(d) Voleo shall:

(i) not take any action, which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;

(ii) provide Logan with prompt written notice of: (A) any change (or any condition, event, circumstance or development involving a prospective change) in the business, assets, operations, capitalization, condition (financial or otherwise), prospects, share or debt ownership, results of operations, cash flows, properties, articles, by-laws, licenses, permits (including Authorizations), rights, or privileges, whether contractual or otherwise, or liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), of Voleo which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Voleo Material Adverse Effect; (B) the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would or would be likely to (x) cause any of the representations of Voleo contained herein to be untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Voleo Material Adverse Effect qualification already contained within such representation or warranty) in any material respect; or (y) result in the failure in any material respect of Voleo to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time;

(iii) not enter into or renew any agreement, contract, lease, licence or other binding obligation of Voleo (A) containing (1) any limitation or restriction on the ability of Voleo or, following completion of the transactions contemplated hereby, the ability of Amalco, to engage in any type of activity or business, (2) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Voleo or, following consummation of the transactions contemplated hereby, all or any portion of the business of Amalco, is or would be

conducted, or (3) any limit or restriction on the ability of Voleo or, following completion of the transactions contemplated hereby, the ability of Amalco, to solicit customers or employees, or (B) that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by this Agreement;

(e) Voleo shall:

(i) duly and timely file all Tax Returns required to be filed by it on or after the date hereof and all such Tax Returns will be true, complete and correct in all respects;

(ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by it to the extent due and payable;

(iii) not make or rescind any material express or deemed election relating to Taxes;

(iv) not make a request for a Tax ruling or enter into any agreement with any taxing authorities or consent to any extension or waiver of any limitation period with respect to Taxes;

(v) not settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; and

(f) Voleo shall not authorize or propose, or enter into or modify any contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other Subsections of this Section 5.1.

5.2 Covenants of Voleo Relating to the Amalgamation

Voleo shall perform all obligations required to be performed by Voleo under this Agreement, co-operate with Logan in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably possible, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Voleo shall:

(a) use its commercially reasonable efforts to complete the Amalgamation;

(b) use its commercially reasonable efforts to obtain and assist Logan in obtaining all required Regulatory Approvals;

(c) use its commercially reasonable efforts to obtain as soon as practicable following execution of this Agreement all third party consents, approvals and notices required under any of the material Contracts;

(d) defend all lawsuits or other legal, regulatory or other proceedings against Voleo challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(e) provide such assistance as may be reasonably requested by Logan for the purposes of completing the Logan Meeting; and

(f) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement.

5.3 Covenants of Logan Regarding the Conduct of Business

Logan covenants and agrees that prior to the Effective Date, unless Voleo shall otherwise agree in writing or as otherwise expressly contemplated or permitted by this Agreement:

(a) Logan shall conduct its business only in, not take any action except in, and maintain its facilities in, the ordinary course of business and to use commercially reasonable efforts to preserve intact its present business organization and goodwill, to preserve intact Logan and the Logan Subsidiaries, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships consistent with past practice with suppliers, distributors, employees, Governmental Entities and others having business relationships with them;

(b) Other than as contemplated in this Agreement, without limiting the generality of Subsection 5.3(a), Logan shall not, directly or indirectly:

(i) issue, sell, grant, award, pledge, dispose of, encumber or agree to issue, sell, grant, award, pledge, dispose of or encumber any Logan Shares, any Logan Options or any warrants, calls, conversion privileges or rights of any kind to acquire any Logan Shares or other securities, other than upon exercise of existing Logan Options or Logan Warrants;

(ii) sell, pledge, lease, dispose of, mortgage, licence, encumber or agree to sell, pledge, dispose of, mortgage, licence, encumber or otherwise transfer any assets of Logan or any interest in any assets of Logan having a value greater than $100,000 in the aggregate;

(iii) amend or propose to amend the notice of articles, articles or other constating documents or the terms of any securities of Logan;

(iv) split, combine or reclassify any outstanding Logan Shares;

(v) redeem, purchase or offer to purchase any Logan Shares or other securities of Logan;

(vi) without the prior written consent of Voleo, declare, set aside or pay any dividend or other distribution (whether in cash, securities or property or any combination thereof) in respect of any Logan Shares;

(vii) reorganize, amalgamate or merge Logan with any other Person;

(viii) reduce the stated capital of the shares of Logan;

(ix) acquire or agree to acquire (by merger, amalgamation, acquisition of shares or assets or otherwise) any Person, or make any investment either by purchase of shares or securities, contributions of capital, property transfer or purchase of any property or assets of any other Person;

(x) except in the ordinary course of business consistent with past practice, incur, create, assume or otherwise become liable for any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities, except for the borrowing of working capital in the ordinary course of business and consistent with past practice, or guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other Person or make any loans or advances;

(xi) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Logan;

(xii) pay, discharge, settle, satisfy, compromise, waive, assign or release any claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice, of liabilities reflected or reserved against in Logan's financial statements or incurred in the ordinary course of business consistent with past practice;

(xiii) authorize, recommend or propose any release or relinquishment of any contractual right, except in the ordinary course of business consistent with past practice;

(xiv) waive, release, grant, transfer, exercise, modify or amend in any material respect, other than in the ordinary course of the business consistent with past practice, (i) any material Authorization, lease, concession, contract or other document, or (ii) any other material legal rights or claims;

(xv) waive, release, grant or transfer any rights of value or modify or change in any material respect any existing licence, lease, contract or other document, other than in the ordinary course of business consistent with past practice;

(xvi) take any action or fail to take any action which action or failure to act would result in the material loss, expiration or surrender of, or the loss of any material benefit under, or reasonably be expected to cause any

Governmental Entities to institute proceedings for the suspension, revocation or limitation of rights under, any material Permits necessary to conduct its businesses as now conducted; or fail to prosecute with commercially reasonable due diligence any pending applications to any Governmental Entities;

(xvii) incur business expenses other than in the ordinary course and consistent with past practice;

(xviii) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Logan to consummate the Amalgamation or the other transactions contemplated by this Agreement;

(xix) increase the benefits payable or to become payable to its directors or officers, enter into or modify any employment, severance, or similar agreements or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any officer of Logan or member of the Logan Board; or

(xx) in the case of employees who are not officers of Logan or members of the Logan Board, take any action with respect to the grant of any bonuses, salary increases, severance or termination pay or with respect to any increase of benefits payable in effect on the date hereof;

(c) Logan shall not establish, adopt, enter into, amend or waive any performance or vesting criteria or accelerate vesting, exercisability or funding under any bonus, profit sharing, thrift, incentive, compensation, stock option, restricted stock, pension, retirement, deferred compensation, savings, welfare, employment, termination, severance or other employee benefit plan, agreement, trust, fund, policy or arrangement for the benefit or welfare of any directors, officers, current or former employees of Logan;

(d) Logan shall use commercially reasonable efforts to cause its current insurance (or re-insurance) policies not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(e) Logan shall use its commercially reasonable efforts to maintain and preserve all of its rights under each of its Authorizations;

(f) Logan shall:

(i) not take any action which would render, or which reasonably may be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;

(ii) provide Voleo with prompt written notice of: (A) any change (or any condition, event, circumstance or development involving a prospective change) in the business, assets, operations, capitalization, condition (financial or otherwise), prospects, share or debt ownership, results of operations, cash flows, properties, articles, notice of articles, licenses, permits (including Authorizations), rights, or privileges, whether contractual or otherwise, or liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), of Logan which, when considered either individually or in the aggregate, has resulted in or would reasonably be expected to result in a Logan Material Adverse Effect; (B) the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would or would be likely to (x) cause any of the representations of Logan contained herein to be untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Logan Material Adverse Effect qualification already contained within such representation or warranty) in any material respect; or (y) result in the failure in any material respect of Logan to comply with or satisfy any covenant, condition or agreement (without giving effect to, applying or taking into consideration any qualification already contained in such covenant, condition or agreement) to be complied with or satisfied prior to the Effective Time;

(iii) not enter into or renew any agreement, contract, lease, licence or other binding obligation of Logan (A) containing (1) any limitation or restriction on the ability of Logan or, following completion of the transactions contemplated hereby, the ability of Amalco, to engage in any type of activity or business, (2) any limitation or restriction on the manner in which, or the localities in which, all or any portion of the business of Logan or, following consummation of the transactions contemplated hereby, all or any portion of the business of Amalco, is or would be conducted, or (3) any limit or restriction on the ability of Logan or, following completion of the transactions contemplated hereby, the ability of Amalco, to solicit customers or employees, or (B) that would reasonably be expected to materially delay or prevent the consummation of the transactions contemplated by this Agreement;

(iv) not enter into or renew any agreement, contract, lease, licence or other binding obligation of Logan that is not terminable within 30 days of the Effective Date without payment by Logan that involves or would reasonably be expected to involve payments in excess of $100,000 in the aggregate over the term of the contract; and

(v) not incur any capital expenditures or enter into any agreement obligating Logan to provide for future capital expenditures.

(g) Logan shall:

(i) duly and timely file all Tax Returns required to be filed by it on or after the date hereof and all such Tax Returns will be true, complete and correct in all respects;

(ii) timely withhold, collect, remit and pay all Taxes which are to be withheld, collected, remitted or paid by it to the extent due and payable;

(iii) not make or rescind any material express or deemed election relating to Taxes;

(iv) not make a request for a Tax ruling or enter into any agreement with any taxing authorities or consent to any extension or waiver of any limitation period with respect to Taxes;

(v) not settle or compromise any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; and

(h) Logan shall not authorize or propose, or enter into or modify any contract, agreement, commitment or arrangement, to do any of the matters prohibited by the other Subsections of this Section 5.3.

5.4 Covenants of Logan Relating to the Amalgamation

Logan shall perform all obligations required to be performed by Logan under this Agreement, co-operate with Voleo in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Logan shall:

(a) cause Logan Subco to be incorporated under the CBCA as a wholly-owned subsidiary of Logan;

(b) cause Logan Subco to adopt this Agreement in accordance with section 14(2) of the CBCA;

(c) use its commercially reasonable efforts to complete the Consolidation;

(d) use its commercially reasonable efforts to cause Logan Subco to complete the Amalgamation;

(e) use its commercially reasonable efforts to obtain and assist Voleo and Logan Subco in obtaining all required Regulatory Approvals;

(f) use its commercially reasonable efforts to obtain as soon as practicable following execution of this Agreement all third party consents, approvals and notices required under any of the material Contracts;

(g) defend all lawsuits or other legal, regulatory or other proceedings against Logan or Logan Subco challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(h) provide such assistance as may be reasonably requested by Voleo for the purposes of holding the Voleo Meeting;

(i) apply for and use commercially reasonable efforts to obtain conditional approval of the Consolidation, Name Change, Reverse Takeover, and the listing and posting for trading on the TSXV of the Logan Post-Consolidation Shares to be issued upon completion of the Amalgamation and any Logan Post-Consolidation Shares issued upon exercise of Voleo Options or Voleo Warrants following completion of the Amalgamation, subject only to satisfaction by Logan of customary listing conditions of the TSXV;

(j) subject to applicable Law, make available and cause to be made available to Voleo, and its agents and advisors, information reasonably requested by Voleo for the purposes of confirming the representations and warranties of Logan set out in Section 4.1 of this Agreement; and

(k) use commercially reasonable efforts to satisfy all conditions precedent in this Agreement.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions Precedent

The obligations of the Parties to complete the Amalgamation are subject to the fulfillment of each of the following conditions precedent on or before the Effective Time, each of which may only be waived with the mutual consent of the Parties:

(a) the Voleo Amalgamation Resolution shall have been approved and adopted by the Voleo Shareholders at the Voleo Meeting on or before the Meeting Deadline;

(b) if shareholder approval of the Reverse Takeover is required by the TSXV, the Logan Transaction Resolution shall have been approved and adopted by the Logan Shareholders at the Logan Meeting on or before the Meeting Deadline;

(c) the Consolidation shall have been effected;

(d) the Articles of Amalgamation filed with the Director shall be in form and substance satisfactory to each of the Parties, acting reasonable;

(e) the TSXV Approval shall have been received;

(f) no Governmental Entity shall have enacted, issued, promulgated, enforced or entered any Law which is then in effect and has the effect of making the Amalgamation illegal or otherwise preventing or prohibiting consummation of the Amalgamation;

(g) all Regulatory Approvals shall have been obtained on terms and conditions satisfactory to each of Voleo and Logan, acting reasonably;

(h) such escrow agreements as may be required by the TSXV shall have been entered into;

(i) either: (i) the Financing shall have been completed; or (ii) all conditions to completion of the Financing shall have been satisfied or waived other than a condition to the Financing requiring completion of the Amalgamation;

(j) the Logan Debt Settlement shall have occurred; and

(k) there shall not be pending or threatened in writing any suit, action or proceeding by any Governmental Entity or any other Person that is reasonably likely to result in a:

(i) prohibition or restriction on the consummation of Amalgamation or a Person obtaining from Voleo, Logan Subco, Logan or the Logan Subsidiaries, any material damages directly or indirectly in connection with the Amalgamation; or

(ii) prohibition or material limit on the ownership by Logan of Voleo or any material portion of its business.

6.2 Additional Conditions Precedent to the Obligations of Logan

The obligation of Logan to complete the Amalgamation is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Logan and may be waived by Logan):

(a) all covenants of Voleo under this Agreement to be performed on or before the Effective Time which have not been waived by Logan shall have been duly performed by Voleo in all material respects and Logan shall have received a certificate of Voleo addressed to Logan and dated the Effective Date, signed on behalf of Voleo by two senior executive officers of Voleo (on Voleo's behalf and without personal liability), confirming the same as at the Effective Time;

(b) the representations and warranties of Voleo set forth in this Agreement shall be true and correct in all respects, without regard to any materiality or Voleo Material Adverse Effect qualifications contained in them as of the Effective Time, as though made on and as of the Effective Time (except for representations and

warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not reasonably be expected to have a Voleo Material Adverse Effect, and Logan shall have received a certificate of Voleo addressed to Logan and dated the Effective Date, signed on behalf of Voleo by two senior executive officers of Voleo (on Voleo's behalf and without personal liability), confirming the same as at the Effective Date;

(c) there shall not have occurred a Voleo Material Adverse Effect that has not been disclosed to Logan in writing prior to the date hereof, and since the date of this Agreement, there shall not have occurred a Voleo Material Adverse Effect, and Logan shall have received a certificate signed on behalf of Voleo by the chief executive officer and the chief financial officer of Voleo (on Voleo's behalf and without personal liability) to such effect;

(d) each of the Voleo Voting Agreements shall be in full force and effect and there shall not have occurred any material non-fulfilment or breach of any covenant or agreement, or any material misrepresentation or any incorrectness in or any breach of any representation or warranty, contained in a Voleo Voting Agreement on the part of a Voleo Locked-up Shareholder; and

(e) holders of no more than 5% of the Voleo Shares shall have exercised Dissent Rights.

The foregoing conditions will be for the sole benefit of Logan and may be waived by it in whole or in part at any time.

6.3 Additional Conditions Precedent to the Obligations of Voleo

The obligation of Voleo to complete the Amalgamation is subject to the fulfillment of each of the following conditions precedent on or before the Effective Time (each of which is for the exclusive benefit of Voleo and may be waived by Voleo):

(a) all covenants of Logan under this Agreement to be performed on or before the Effective Time which have not been waived by Voleo shall have been duly performed by Logan in all material respects and Voleo shall have received a certificate of Logan, addressed to Voleo and dated the Effective Date, signed on behalf of Logan by two senior executive officers of Logan (on Logan's behalf and without personal liability), confirming the same as of the Effective Time;

(b) the representations and warranties of Logan set forth in this Agreement shall be true and correct in all respects, without regard to any materiality or Logan Material Adverse Effect qualifications contained in them as of the Effective Time, as though made on and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of that specified date), except where the failure or failures of all such representations and warranties to be so true and correct in all respects would not

reasonably be expected to have a Material Adverse Effect, and Voleo shall have received a certificate of Logan addressed to Voleo and dated the Effective Date, signed on behalf of Logan by two senior executive officers of Logan (on Logan's behalf and without personal liability), confirming the same as at the Effective Time;

(c) there shall not have occurred a Logan Material Adverse Effect that has not been publicly disclosed by Logan prior to the date hereof or disclosed to Voleo in writing prior to the date hereof, and since the date of this Agreement, there shall not have occurred a Logan Material Adverse Effect and Voleo shall have received a certificate signed on behalf of Logan by the chief executive officer and chief financial officer of Logan (on Logan's behalf and without personal liability) to such effect; and

(d) each of the Logan Voting Agreements shall be in full force and effect and there shall not have occurred any material non-fulfilment or breach of any covenant or agreement, or any material misrepresentation or any incorrectness in or any breach of any representation or warranty, contained in a Logan Voting Agreement on the part of a Logan Locked-up Shareholder.

The foregoing conditions will be for the sole benefit of Voleo and may be waived by it in whole or in part at any time.

6.4 Satisfaction of Conditions

The conditions precedent set out in Section 6.1, Section 6.2 and Section 6.3 shall be conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Articles of Amalgamation are filed under the CBCA to give effect to the Amalgamation.

ARTICLE 7
ADDITIONAL AGREEMENTS

7.1 Voleo Non-Solicitation

(a) On and after the date of this Agreement, except as otherwise provided in this Agreement, Voleo shall not, directly or indirectly, through any officer, director, employee, advisor, representative, agent or otherwise:

(i) make, solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any Acquisition Proposal for Voleo, or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing;

(ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal for Voleo, provided that, for greater certainty, Voleo may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Voleo Board has so determined;

(iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Logan, the approval or recommendation of the Voleo Board or any committee thereof of this Agreement or the Amalgamation;

(iv) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal for Voleo (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal in respect of which a confidentiality agreement has been executed in accordance with Section 7.1(d) shall not be considered a violation of this Subsection 7.1(a)(iv)); or

(v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal,

provided, however, that nothing contained in this Subsection 7.1(a) or any other provision of this Agreement shall prevent the Voleo Board from, and the Voleo Board shall be permitted to engage in discussions or negotiations with, or respond to enquiries from any Person that has made a *bona fide* unsolicited written Acquisition Proposal that the Voleo Board has determined constitutes or could reasonably be expected to result in a Superior Proposal, or provide information pursuant to Subsection 7.1(d) to any Person where the requirements of that Section are met.

(b) Voleo shall immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Logan) with respect to any potential Acquisition Proposal and, in connection therewith, Voleo will discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) and shall as soon as possible request the return or destruction of all confidential information provided in connection therewith to the extent such information has not already been returned or destroyed. Voleo agrees not to release any third party from any confidentiality, non-solicitation or standstill agreement to which such third party is a party, or terminate, modify, amend or waive the terms thereof and Voleo undertakes to enforce all standstill, non-

disclosure, non-disturbance, non-solicitation and similar covenants that it has entered into prior to the date hereof or enter into after the date hereof.

(c) From and after the date of this Agreement, Voleo shall immediately provide notice to Logan of any unsolicited *bona fide* Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to Voleo in connection with such an Acquisition Proposal or for access to the properties, books or records of Voleo by any Person that informs Voleo, any member of the Voleo Board that it is considering making, or has made, an Acquisition Proposal. Such notice to Logan shall be made, from time to time, first immediately orally and then promptly (and in any event within 24 hours) in writing and shall indicate the identity of the Person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact known to Voleo, and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Voleo shall keep Logan promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by Logan with respect thereto.

(d) If the Voleo Board receives a request for material non-public information from a Person who proposes to Voleo an unsolicited *bona fide* written Acquisition Proposal, Voleo may contact the Person making the Acquisition Proposal and its representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal and the likelihood of its consummation so as to determine whether such Acquisition Proposal is a Superior Proposal or could reasonably be expected to lead to a Superior Proposal; provided that Voleo shall promptly provide Logan with copies of all correspondence and information provided to or received from such Person. If: (x) the Voleo Board determines that such Acquisition Proposal constitutes or could reasonably be expected to result in a Superior Proposal; and (y) in the opinion of the Voleo Board, acting in good faith and on advice from their outside legal advisors, the failure to provide such party with access to information regarding Voleo would be inconsistent with the fiduciary duties of the Voleo Board, then, and only in such case, Voleo may provide such Person with access to information regarding Voleo, subject to the execution of a confidentiality and standstill agreement which is customary in such situations; provided that Voleo sends a copy of any such confidentiality and standstill agreement to Logan promptly upon its execution and Logan is provided with a list of, and, at the request of Logan, copies of, the information provided to such Person and immediately provided with access to similar information to which such Person was provided.

(e) Voleo agrees that it will not accept, approve or enter into any agreement (a "**Voleo Proposed Agreement**"), other than a confidentiality agreement as contemplated by Subsection 7.1(d), with any Person providing for or to facilitate any Acquisition Proposal unless:

(i) the Voleo Board determines that the Acquisition Proposal constitutes a Superior Proposal;

(ii) the Voleo Meeting has not occurred;

(iii) Voleo has complied with Subsections 7.1(a) through 7.1(d) inclusive;

(iv) Voleo has provided Logan with a notice in writing that there is a Superior Proposal together with all documentation related to and detailing the Superior Proposal, including a copy of any Voleo Proposed Agreement relating to such Superior Proposal, and a written notice from the Voleo Board regarding the value in financial terms that the Voleo Board has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the Superior Proposal, such documents to be so provided to Logan not less than five business days prior to the proposed acceptance, approval, recommendation or execution of the Voleo Proposed Agreement by Voleo;

(v) Five business days shall have elapsed from the date Logan received the notice and documentation referred to in Subsection 7.1(e)(iv) from Voleo and, if Logan has proposed to amend the terms of the Amalgamation in accordance with Subsection 7.1(f), the Voleo Board shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation by Logan; and

(vi) Voleo concurrently terminates this Agreement pursuant to Section 8.2(a)(iv)(D);

and Voleo further agrees that it will not withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Logan the approval or recommendation of the Amalgamation, nor accept, approve or recommend any Acquisition Proposal unless the requirements of this Section 7.1(e)(i) through 7.1(e)(v)have been satisfied.

(f) Voleo acknowledges and agrees that, during the five business day periods referred to in Subsections 7.1(e)(iv) and 7.1(e)(v) or such longer period as Voleo may approve for such purpose, Logan shall have the opportunity, but not the obligation, to propose to amend the terms of this Agreement and the Amalgamation and Voleo shall co-operate with Logan with respect thereto, including negotiating in good faith with Logan to enable Logan to make such adjustments to the terms and conditions of this Agreement and the Amalgamation as Logan deems appropriate and as would enable Logan to proceed with the Amalgamation and any related transactions on such adjusted terms. The Voleo Board will review any proposal by Logan to amend the terms of the Amalgamation in order to determine, in good faith in the exercise of its fiduciary

duties and consistent with Subsection 7.1(a), whether Logan's proposal to amend the Amalgamation would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation.

(g) The Voleo Board shall promptly reaffirm its recommendation of the Amalgamation by press release after: (x) any Acquisition Proposal which the Voleo Board determines not to be a Superior Proposal is publicly announced or made; or (y) the Voleo Board determines that a proposed amendment to the terms of the Amalgamation would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Logan has so amended the terms of the Amalgamation. Logan and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Voleo, acting reasonably.

(h) Nothing in this Agreement shall prevent the Voleo Board from responding through a directors' circular or otherwise as required by applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal, or from withdrawing, modifying or changing its recommendation as a result of Logan having suffered a Logan Material Adverse Effect. Further, nothing in this Agreement shall prevent the Voleo Board from making any disclosure to the securityholders of Voleo if the Voleo Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Voleo Board or such disclosure is otherwise required under applicable Law, provided, however, that, notwithstanding the Voleo Board shall be permitted to make such disclosure, the Voleo Board shall not be permitted to make a Voleo Change in Recommendation, other than as permitted by Section 7.1(e) or the first sentence of this paragraph. Logan and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure, recognizing that whether or not such comments are appropriate will be determined by Voleo, acting reasonably.

(i) Voleo acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 7.1.

(j) Voleo shall ensure that the officers, directors and employees of and any investment bankers or other advisors or representatives retained by Voleo in connection with the transactions contemplated by this Agreement are aware of the provisions of this Section, and Voleo shall be responsible for any breach of this Section 7.1 by such officers, directors, employees, investment bankers, advisors or representatives.

(k) If Voleo provides Logan with the notice of an Acquisition Proposal contemplated in this Section 7.1 on a date that is less than seven calendar days prior to the Voleo Meeting, if requested by Logan, Voleo shall adjourn the Voleo Meeting to

a date that is not less than seven calendar days and not more than 10 calendar days after the date of such notice, provided, however, that the Voleo Meeting shall not be adjourned or postponed to a date later than the seventh (7) business day prior to the Outside Date.

7.2 Logan Non-Solicitation

(a) On and after the date of this Agreement, except as otherwise provided in this Agreement, Logan shall not, directly or indirectly, through any officer, director, employee, advisor, representative, agent or otherwise:

(i) make, solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any Acquisition Proposal for Logan, or furnish to any Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to do or seek to do any of the foregoing;

(ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal for Logan, provided that, for greater certainty, Logan may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Logan Board has so determined;

(iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Voleo, the approval or recommendation of the Logan Board or any committee thereof of this Agreement or the Amalgamation;

(iv) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal involving Logan (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal in respect of which a confidentiality agreement has been executed in accordance with Section 7.2(d) shall not be considered a violation of this Subsection 7.2(a)(iv)); or

(v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal involving Logan,

provided, however, that nothing contained in this Subsection 7.2(a) or any other provision of this Agreement shall prevent the Logan Board from, and the Logan Board shall be permitted to engage in discussions or negotiations with, or respond

to enquiries from any Person that has made a *bona fide* unsolicited written Acquisition Proposal that the Logan board has determined constitutes or could reasonably be expected to result in a Superior Proposal, or provide information pursuant to Subsection 7.2(d) to any Person where the requirements of that Section are met.

(b) Logan shall immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than Voleo) with respect to any potential Acquisition Proposal and, in connection therewith, Logan will discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) and shall as soon as possible request the return or destruction of all confidential information provided in connection therewith to the extent such information has not already been returned or destroyed. Logan agrees not to release any third party from any confidentiality, non-solicitation or standstill agreement to which such third party is a party, or terminate, modify, amend or waive the terms thereof and Logan undertakes to enforce all standstill, non-disclosure, non-disturbance, non-solicitation and similar covenants that it has entered into prior to the date hereof or enter into after the date hereof.

(c) From and after the date of this Agreement, Logan shall immediately provide notice to Voleo of any unsolicited *bona fide* Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to Logan in connection with such an Acquisition Proposal or for access to the properties, books or records of Logan by any Person that informs Logan, any member of the Logan Board that it is considering making, or has made, an Acquisition Proposal. Such notice to Voleo shall be made, from time to time, first immediately orally and then promptly (and in any event within 24 hours) in writing and shall indicate the identity of the Person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact known to Logan, and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Logan shall keep Voleo promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by Logan with respect thereto.

(d) If the Logan Board receives a request for material non-public information from a Person who proposes to Logan an unsolicited *bona fide* written Acquisition Proposal, Logan may contact the Person making the Acquisition Proposal and its representatives solely for the purpose of clarifying the terms and conditions of such Acquisition Proposal and the likelihood of its consummation so as to determine whether such Acquisition Proposal is a Superior Proposal or could reasonably be expected to lead to a Superior Proposal; provided that Logan shall promptly provide Voleo with copies of all correspondence and information provided to or received from such Person. If: (x) the Logan Board determines that such Acquisition Proposal constitutes or could reasonably be expected to result in

a Superior Proposal; and (y) in the opinion of the Logan Board, acting in good faith and on advice from their outside legal advisors, the failure to provide such party with access to information regarding Logan would be inconsistent with the fiduciary duties of the Logan Board, then, and only in such case, Logan may provide such Person with access to information regarding Logan, subject to the execution of a confidentiality and standstill agreement which is customary in such situations; provided that Logan sends a copy of any such confidentiality and standstill agreement to Voleo promptly upon its execution and Voleo is provided with a list of, and, at the request of Voleo, copies of, the information provided to such Person and immediately provided with access to similar information to which such Person was provided.

(e) Logan agrees that it will not accept, approve or enter into any agreement (a "**Logan Proposed Agreement**"), other than a confidentiality agreement as contemplated by Subsection 7.2(d), with any Person providing for or to facilitate any Acquisition Proposal unless:

(i) the Logan Board determines that the Acquisition Proposal constitutes a Superior Proposal;

(ii) the Logan Meeting has not occurred;

(iii) Logan has complied with Subsections 7.2(a) through 7.2(d) inclusive;

(iv) Logan has provided Voleo with a notice in writing that there is a Superior Proposal together with all documentation related to and detailing the Superior Proposal, including a copy of any Logan Proposed Agreement relating to such Superior Proposal, and a written notice from the Logan Board regarding the value in financial terms that the Logan Board has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the Superior Proposal, such documents to be so provided to Voleo not less than five business days prior to the proposed acceptance, approval, recommendation or execution of the Logan Proposed Agreement by Logan.

(v) Five business days shall have elapsed from the date Voleo received the notice and documentation referred to in Subsection 7.2(e)(iv) from Logan and, if Voleo has proposed to amend the terms of the Amalgamation in accordance with Subsection 7.2(f), the Logan Board shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation by Voleo; and

(vi) Logan concurrently terminates this Agreement pursuant to Section 8.2(a)(iii)(D);

and Logan further agrees that it will not withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to Voleo the approval or recommendation of the Amalgamation, nor accept, approve or recommend any Acquisition Proposal unless the requirements of this Section 7.2(e)(i) through 7.2(e)(v) have been satisfied.

(f) Logan acknowledges and agrees that, during the five business day periods referred to in Subsections 7.2(e)(iv) and 7.2(e)(v) or such longer period as Logan may approve for such purpose, Voleo shall have the opportunity, but not the obligation, to propose to amend the terms of this Agreement and the Amalgamation and Logan shall co-operate with Voleo with respect thereto, including negotiating in good faith with Voleo to enable Voleo to make such adjustments to the terms and conditions of this Agreement and the Amalgamation as Logan deems appropriate and as would enable Logan to proceed with the Amalgamation and any related transactions on such adjusted terms. The Logan Board will review any proposal by Voleo to amend the terms of the Amalgamation in order to determine, in good faith in the exercise of its fiduciary duties and consistent with Subsection 7.2(a), whether Voleo's proposal to amend the Amalgamation would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation.

(g) The Logan Board shall promptly reaffirm its recommendation of the Amalgamation by press release after: (x) any Acquisition Proposal which the Logan Board determines not to be a Superior Proposal is publicly announced or made; or (y) the Logan Board determines that a proposed amendment to the terms of the Amalgamation would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Voleo has so amended the terms of the Amalgamation. Voleo and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Logan, acting reasonably.

(h) Nothing in this Agreement shall prevent the Logan Board from responding through a directors' circular or otherwise as required by applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal, or from withdrawing, modifying or changing its recommendation as a result of Voleo having suffered a Voleo Material Adverse Effect. Further, nothing in this Agreement shall prevent the Logan Board from making any disclosure to the securityholders of Logan if the Logan Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Logan Board or such disclosure is otherwise required under applicable Law, provided, however, that, notwithstanding the Logan Board shall be permitted to make such disclosure, the Logan Board shall not be permitted to make a Logan Change in Recommendation, other than as permitted by Section 7.2(e) or the first sentence of this paragraph. Voleo and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure,

recognizing that whether or not such comments are appropriate will be determined by Logan, acting reasonably.

(i) Logan acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 7.2.

(j) Logan shall ensure that the officers, directors and employees of Logan and any investment bankers or other advisors or representatives retained by Logan in connection with the transactions contemplated by this Agreement are aware of the provisions of this Section, and Logan shall be responsible for any breach of this Section 7.2 by such officers, directors, employees, investment bankers, advisors or representatives.

(k) If Logan provides Voleo with the notice of an Acquisition Proposal contemplated in this Section 7.2 on a date that is less than seven calendar days prior to the Logan Meeting, if requested by Voleo, Logan shall adjourn the Logan Meeting to a date that is not less than seven calendar days and not more than 10 calendar days after the date of such notice, provided, however, that the Logan Meeting shall not be adjourned or postponed to a date later than the seventh (7) business day prior to the Outside Date.

7.3 Access to Information; Confidentiality

From the date hereof until the earlier of the Effective Time and the termination of this Agreement pursuant to its terms, subject to compliance with applicable Law and the terms of any existing Contracts, each Party shall, and shall cause their respective Representatives to afford to the other Party and to Representatives of the other Party such access as the other Party may reasonably require at all reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and contracts, and shall furnish the other Party with all data and information as the other Party may reasonably request.

7.4 Notices of Certain Events

(a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Agreement pursuant to its terms and the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to:

(i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect on the date hereof or at the Effective Time (provided that this clause (i) shall not apply in the case of any event or state of facts resulting from the actions or omissions of a Party which are required under this Agreement); or

(ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder prior to the Effective Time,

provided, however, that the delivery of any notice pursuant to this Section 7.4 shall not limit or otherwise affect the remedies available hereunder to the Party receiving that notice.

(b) No Party may elect not to complete the transactions contemplated hereby pursuant to the conditions set forth herein or any termination right arising therefrom under Section 8.2(a)(iii)(B) or Section 8.2(a)(iv)(B) unless, prior to the Effective Date, the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Agreement until the expiration of a period of five Business Days from such notice.

ARTICLE 8
TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

8.2 Termination

(a) This Agreement may be terminated at any time prior to the Effective Time (notwithstanding Logan Shareholder Approval (if applicable) or Voleo Shareholder Approval):

(i) by mutual written agreement of Voleo and Logan;

(ii) by either Voleo or Logan, if:

(A) the Effective Time shall not have occurred on or before the Outside Date, except that the right to terminate this Agreement under this 8.2(a)(ii)(A) shall not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such Outside Date;

(B) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Amalgamation illegal or

otherwise prohibited or enjoins Voleo or Logan from consummating the Amalgamation and such applicable Law or enjoinment shall have become final and non-appealable;

(C) if shareholder approval of the Reverse Takeover is required by the TSXV, the Logan Shareholder Approval shall not have been obtained at the Logan Meeting; or

(D) Voleo Shareholder Approval shall not have been obtained at the Voleo Meeting;

(iii) by Logan, if:

(A) prior to the Effective Time: (1) subject to Section 7.1(a)(iv), the Voleo Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, in a manner adverse to Logan or fails to reaffirm its unanimous recommendation of the Amalgamation within three calendar days (and in any case prior to the Voleo Meeting) after having been requested in writing by Logan to do so, in a manner adverse to Logan (a "**Voleo Change in Recommendation**"); (2) the Voleo Board or a committee thereof shall have approved or recommended any Acquisition Proposal; or (3) Voleo shall have breached Section 7.1 in any material respect;

(B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Voleo set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.2(a) or Section 6.2(b) not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date, as reasonably determined by Logan and provided that Logan is not then in breach of this Agreement so as to cause any condition in Section 6.2(a) or Section 6.2(b) not to be satisfied;

(C) Logan has been notified in writing by Voleo of a Voleo Proposed Agreement in accordance with Section 7.1(e), and either: (i) Logan does not deliver an amended Amalgamation proposal within five Business Days of delivery of the Voleo Proposed Agreement to Logan; or (ii) Logan delivers an amended Amalgamation proposal pursuant to Section 7.1(f) but the Voleo Board determines, acting in good faith and in the proper discharge of its fiduciary duties, that the Acquisition Proposal provided in the Voleo Proposed Agreement continues to be a Superior Proposal in comparison to the amended Amalgamation terms offered by Logan; or

(D) it wishes to enter into a binding written agreement with respect to a Superior Proposal (other than a non-disclosure and standstill

agreement permitted by Section 7.2(d)), subject to compliance with Section 7.2 in all material respects.

(iv) by Voleo, if

(A) prior to the Effective Time: (1) subject to Section 7.2(a)(iv), the Logan Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, in a manner adverse to Voleo or fails to publicly reaffirm its unanimous recommendation of the Amalgamation within three calendar days (and in any case prior to the Logan Meeting) after having been requested in writing by Voleo to do so, in a manner adverse to Voleo (an "**Logan Change in Recommendation**"); (2) the Logan Board or a committee thereof shall have approved or recommended any Acquisition Proposal; or (3) Logan shall have breached Section 7.2 in any material respect;

(B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Logan set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.3(a) or 6.3(b) not to be satisfied, and such conditions are incapable of being satisfied by the Outside Date as reasonably determined by Voleo and provided that Voleo is not then in breach of this Agreement so as to cause any condition in Section 6.3(a) or Section 6.3(b) not to be satisfied;

(C) Voleo has been notified in writing by Logan of a Logan Proposed Agreement in accordance with Section 7.2(e), and either: (i) Voleo does not deliver an amended Amalgamation proposal within five Business Days of delivery of the Logan Proposed Agreement to Voleo; or (ii) Voleo delivers an amended Amalgamation proposal pursuant to Section 7.2(f) but the Logan Board determines, acting in good faith and in the proper discharge of its fiduciary duties, that the Acquisition Proposal provided in the Logan Proposed Agreement continues to be a Superior Proposal in comparison to the amended Amalgamation terms offered by Voleo; or

(D) it wishes to enter into a binding written agreement with respect to a Superior Proposal (other than a non-disclosure and standstill agreement permitted by Section 7.1(d)), subject to compliance with Section 7.1 in all material respects.

(b) The Party desiring to terminate this Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(a)(i)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

(c) If this Agreement is terminated pursuant to this Section 8.2, this Agreement shall become void and be of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except that the provisions of this Section 8.2(c) and Sections 8.3, 9.1, 9.2, 9.3, 9.5, 9.6 and 9.8 and all related definitions set forth in Section 1.1 shall survive any termination hereof pursuant to Section 8.2.

8.3 Expenses

Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement and the Amalgamation shall be paid by the Party incurring such fees, costs or expenses.

8.4 Amendment

Subject to applicable Laws, this Agreement may, at any time and from time to time before or after the holding of the Voleo Meeting or the Logan Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or Authorization on the part of the Voleo Shareholders or Logan Shareholders, and any such amendment may without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and

(d) waive compliance with or modify any mutual conditions precedent herein contained.

8.5 Waiver

Any Party may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein, or (c) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 9
GENERAL PROVISIONS

9.1 Notices

All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given and received on the day it is delivered, provided that it is delivered on a business day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if notice is delivered after 5:00 p.m. local time or if such day is not a business day then the notice shall be deemed to have been given and received on the next business day. Notice shall be sufficiently given if delivered (either in Person, by courier service or other personal method of delivery), or if transmitted by facsimile or email to the Parties at the following addresses (or at such other addresses as shall be specified by any Party by notice to the other given in accordance with these provisions):

(a) if to Logan:

Logan Resources Ltd.
1240 – 1140 West Pender St.
Vancouver, B.C.
V6E 4G1

Attention: Richard Grayston, Chief Executive Officer
Facsimile: (604) 681-8039
Email: rgrayston@loganresources.ca

(b) if to Voleo:

Voleo, Inc.
c/o Farris, Vaughan, Willis & Murphy LLP
2500 – 700 W. Georgia St.
Vancouver, B.C.
V7Y 1B3

Attention: Jay Sujir
Facsimile: (604) 66109349
Email: jsujir@farris.com

9.2 Governing Law; Waiver of Jury Trial

This Agreement shall be governed, including as to validity, interpretation and effect, by the Laws of the Province of British Columbia and the Laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE

ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

9.3 Injunctive Relief

The Parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at Law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the Parties agree that, in the event of any breach or threatened breach of this Agreement by a Party, the non-breaching Party will be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance, and the Parties shall not object to the granting of injunctive or other equitable relief on the basis that there exists an adequate remedy at Law. Such remedies will not be the exclusive remedies for any breach of this Agreement but will be in addition to all other remedies available at Law or equity to each of the Parties.

9.4 Time of Essence

Time shall be of the essence in this Agreement.

9.5 Entire Agreement, Binding Effect and Assignment

This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof and thereof and, except as expressly provided herein, this Agreement is not intended to and shall not confer upon any Person other than the Parties any rights or remedies hereunder. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by either of the Parties without the prior written consent of the other Parties.

9.6 No Liability

No director or officer of Logan shall have any personal liability whatsoever to Voleo under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of Logan. No director or officer of Voleo shall have any personal liability whatsoever to Logan under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of Voleo.

9.7 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

9.8 Counterparts, Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank.]

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

LOGAN RESOURCES LTD.

By: *"Richard Grayston"*
Name: Richard Grayston
Title: Interim Chief Executive Officer

LOGAN ACQUSITION CORP., a company to be incorporated, and executed on its behalf by LOGAN RESOURCES LTD.

By: *"Richard Grayston"*
Name: Richard Grayston
Title: Interim Chief Executive Officer

VOLEO, INC.

By: *"Thomas Beattie"*
Name: Thomas Beattie
Title: Chief Executive Officer

SCHEDULE A – LOGAN TRANSACTION RESOLUTION

IT IS RESOLVED THAT:

1. The acquisition by Logan of all of the issued and outstanding shares of Voleo in consideration for the issuance of 1.7 Logan Post-Consolidation Share for each issued and outstanding common share of Voleo pursuant to the Amalgamation Agreement dated January 29, 2018 among Voleo, Logan and Logan Subco, and all related transactions (the "**RTO**"), all as more particularly described in the Information Circular of Logan dated [●] prepared in connection with the RTO be and are hereby approved.

2. Any one or more officers and directors of Logan is hereby authorized and directed for and on behalf of Logan to execute deliver for and in the name of and on behalf of Logan, whether under corporate seal or not, all such certificates, instruments, agreements, documents and notices, and to take all such further actions that such person may determine to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, such determination to be conclusively evidenced by the execution and delivery of such certificate, instrument, agreement, document or notice and taking of such action.

3. Notwithstanding that these resolutions have been passed and the RTO and Amalgamation Agreement adopted and approved by the shareholders of Logan, the directors of Logan are hereby authorized to (i) amend the Amalgamation Agreement to the extent permitted therein; and (ii) revoke this resolution at any time prior to the RTO becoming effective without further notice to or approval of the shareholders of Logan and to determine not to proceed with the RTO.

SCHEDULE B – LOGAN SUBCO AMALGAMATION RESOLUTION

IT IS RESOLVED THAT:

1. The amalgamation (the "Amalgamation") of Logan Acquisition Corp. ("Logan Subco") and Voleo, Inc. ("Voleo") upon substantially the terms and conditions set forth in the amalgamation agreement (the "Amalgamation Agreement") between Logan Resources Ltd., Logan Subco and Voleo dated January 29, 2018 be and is hereby approved.

2. The Amalgamation Agreement, as it may be amended in accordance with its terms, is hereby approved.

3. The actions of the directors of Logan Subco in connection with the Amalgamation are hereby approved.

4. Any one or more officers and directors of Logan Subco is hereby authorized and directed for and on behalf of Logan Subco to execute and deliver articles of amalgamation to the Director under the *Canada Business Corporations Act* and to execute and deliver for and in the name of and on behalf of Logan Subco, whether under corporate seal or not, all such other certificates, instruments, agreements, documents and notices, and to take all such further actions that such person may determine to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, such determination to be conclusively evidenced by the execution and delivery of such certificate, instrument, agreement, document or notice and taking of such action.

5. The directors of Logan Subco are hereby authorized to revoke this resolution at any time prior to the Amalgamation becoming effective without further approval of the shareholders of Logan Subco and to determine not to proceed with the Amalgamation.

SCHEDULE C - VOLEO AMALGAMATION RESOLUTION

IT IS RESOLVED THAT:

1. The amalgamation (the "Amalgamation") of Logan Acquisition Corp. ("Logan Subco") and Voleo, Inc. ("Voleo") pursuant to Section 181 of the CBCA, upon substantially the terms and conditions set forth in the amalgamation agreement (the "Amalgamation Agreement") between Logan Resources Ltd., Logan Subco and Voleo dated January 29, 2018 be and is hereby approved.

2. The Amalgamation Agreement, as it may be amended in accordance with its terms, is hereby approved.

3. The actions of the directors of Voleo in connection with the Amalgamation are hereby approved.

4. Any one or more officers and directors of Voleo is hereby authorized and directed for and on behalf of Voleo to execute and deliver articles of amalgamation to the Director under the *Canada Business Corporations Act* and to execute and deliver for and in the name of and on behalf of Voleo, whether under corporate seal or not, all such other certificates, instruments, agreements, documents and notices, and to take all such further actions that such person may determine to be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions, such determination to be conclusively evidenced by the execution and delivery of such certificate, instrument, agreement, document or notice and taking of such action.

5. Notwithstanding that these resolutions have been passed and the Amalgamation and Amalgamation Agreement adopted and approved by the shareholders of Voleo, the directors of Voleo are hereby authorized to (i) amend the Amalgamation Agreement to the extent permitted therein; and (ii) revoke this resolution at any time prior to the Amalgamation becoming effective without further notice to or approval of the shareholders of Voleo and to determine not to proceed with the Amalgamation.

SCHEDULE D - FORM OF LOGAN VOTING AGREEMENT

THIS AGREEMENT is made as of _____, 2018

BETWEEN:

VOLEO, INC., a corporation incorporated under the laws of Canada ("**Voleo**")

AND:

_____ (the "**Securityholder**")

RECITALS:

1. The Securityholder is the beneficial owner of, or has control or direction over, the Subject Securities (as defined herein).

2. The Securityholder understands that Voleo, Logan Resources Ltd. ("**Logan**") and Logan Acquisition Corp. ("**Logan Subco**") are, concurrently with the execution and delivery of this Agreement, executing and delivering the Amalgamation Agreement.

3. This Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Amalgamation Agreement. In this Agreement, including the recitals:

"**Amalgamation Agreement**" means the amalgamation agreement dated as of the date hereof between Voleo, Logan and Logan Subco;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1;

"**Notice**" has the meaning ascribed thereto in Section 4.7;

"**Subject Securities**" means the Subject Shares and any Logan Options and Logan Warrants owned or controlled by the Securityholder;

"**Subject Shares**" means all Logan Shares owned or controlled by the Securityholder, which, for greater certainty, shall include any Logan Shares issuable upon the exercise, exchange or conversion of any Logan Options or Logan Warrants owned or controlled by the Securityholder which may be exercised, converted into or exchanged for Logan Shares and shall also include any and all distributions of cash, securities or other property made in respect of such Subject Shares on or after the date hereof other than distributions made in the ordinary course, and shall further include any Logan Shares acquired or over which control is acquired after the date hereof by the Securityholder; and

"**Transfer**" has the meaning ascribed thereto in Section 3.1(a).

1.2 Singular; Plural, etc.

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

1.3 Currency

Unless otherwise expressly stated, all references to currency herein shall be deemed to be references to Canadian currency.

1.4 Headings, etc.

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

1.5 Date for any Action

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

1.6 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and shall be construed and treated in all respects as a British Columbia contract. Each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

1.7 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Subject Securities

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to Voleo (and acknowledges that Voleo is relying on these representations and warranties in completing the transactions contemplated hereby and by the Amalgamation Agreement) the matters set out below:

(a) the Securityholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

(b) the Logan Shares, Logan Options and Logan Warrants as set forth in Schedule A, as applicable, represent all the securities of Logan beneficially owned, directly or indirectly, or controlled or directed by the Securityholder. Other than the securities set forth in Schedule A, neither the Securityholder nor any of its Affiliates (i) owns beneficially, or exercises control or direction over, directly or indirectly, additional securities of Logan or any of its Affiliates or (ii) has any agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Securityholder or any of its Affiliates to transfer to the Securityholder or any of its Affiliates of, additional securities of Logan or any of its Affiliates;

(c) the Securityholder is, and will continue to be at the time of the Amalgamation, the sole beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of all encumbrances, liens, restrictions (other than resale, vesting or other similar restrictions), charges, claims and rights of others;

(d) the Securityholder has the sole right to sell and vote (to the extent permitted by the attributes of such Subject Securities or pursuant to applicable Laws, regulation or policy) or direct the sale and voting of the Subject Securities;

(e) no Person has any agreement or option, or any right or privilege (whether by Laws, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto;

(f) none of the Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of Logan's securityholders or give consents or approvals of any kind;

(g) none of the execution and delivery by the Securityholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Securityholder with the Securityholder's obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents, by-laws or resolutions of the Securityholder; (ii) any Contract to which the Securityholder is a party or by which the Securityholder or any of the property or assets of the Securityholder are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;

(h) no consent, waiver, approval, authorization, order, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by the Securityholder in connection with the execution and delivery by the Securityholder and enforcement against the Securityholder of this Agreement or the consummation of any transactions provided for herein (provided that the Securityholder makes no representations or warranties with respect to the consents, waivers, approvals, authorizations or declarations of or by, or filings with, or notices to any Governmental Entities or other third parties on the part of Voleo, Logan or Logan Subco necessary for the consummation of the transactions contemplated by the Amalgamation Agreement); and

(i) there is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, could adversely affect in any manner the Securityholder's ability to enter into this Agreement or perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities. There is no judgment, decree or order against the Securityholder or any of its Affiliates or any of their directors or officers (in their capacities as such) that could prevent, enjoin, alter, delay or adversely affect in any manner the ability of the Securityholder to enter into this Agreement, to perform its obligations under this Agreement or the title of the Securityholder to any of the Subject Securities.

2.2 Representations and Warranties of Voleo

Voleo represents and warrants to the Securityholder (and acknowledges that the Securityholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Amalgamation Agreement) the matters set out below:

(a) Voleo is a corporation incorporated or formed under the Laws of its jurisdiction and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary

corporate action on the part of Voleo. This Agreement constitutes a valid and binding obligation of Voleo enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

(b) none of the execution and delivery by Voleo of this Agreement or the completion of the transactions contemplated hereby or the compliance by Voleo with Voleo' obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents or resolutions of Voleo; (ii) any Contract to which Voleo is a party or by which Voleo or any of the property or assets of Voleo are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;

(c) there is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of Voleo, threatened against Voleo or any of its Affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, could adversely affect in any manner Voleo' ability to enter into this Agreement or perform its obligations under this Agreement. There is no judgment, decree or order against Voleo or any of its Affiliates or any of their directors or officers (in their capacities as such) that could prevent, enjoin, alter, delay or adversely affect in any manner the ability of Voleo to enter into this Agreement or to perform its obligations under this Agreement; and

(d) no consent, waiver, approval, authorization, order, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by Voleo in connection with the execution and delivery by Voleo and enforcement against Voleo of this Agreement or the consummation of any transactions provided for herein, except, in either case, for those specifically set forth in the Amalgamation Agreement with respect to the consummation of the Amalgamation.

ARTICLE 3 - COVENANTS

3.1 Covenants of the Securityholder

The Securityholder hereby irrevocably and unconditionally covenants with Voleo that from the date of this Agreement until the earlier of (i) the termination of this Agreement in accordance with its terms and (ii) the Effective Time (such earlier time being the "**Expiry Time**"), the Securityholder shall:

(a) not (A) sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option, grant a security interest in or otherwise dispose of any right or interest in

(including by way of deposit or tender under any take-over bid) (any such event, a "**Transfer**") any of the Subject Securities, other than the exercise, exchange or conversion of Logan Options or Logan Warrants in accordance with their terms for Logan Shares that will become subject to this Agreement as if they were Subject Shares owned by the Securityholder on the date hereof, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), other than pursuant to the Amalgamation Agreement, without having first obtained the prior written consent of Voleo, or (B) other than as set forth herein, grant any proxies or powers of attorney, deposit any Subject Securities into a voting trust, in any way transfer any of the voting rights associated with any of the Subject Securities, or enter into a voting agreement, understanding or arrangement with respect to the right to vote, call meetings of Logan Shareholders or give consents or approval of any kind with respect to any Subject Securities.

(b) vote (or cause to be voted) all the Subject Securities at any meeting of any of the securityholders of Logan at which the Shareholder is entitled to vote, including without limitation the Logan Meeting, and in any action by written consent of the securityholders of Logan:

(i) in favour of the approval, consent, ratification and adoption of the Logan Transaction Resolution and the transactions contemplated by the Amalgamation Agreement (and any actions required for the consummation of the transactions contemplated by the Amalgamation Agreement); and

(ii) against any:

(A) merger, reorganization, consolidation, amalgamation, arrangement, business combination, or share exchange, liquidation, dissolution, recapitalization, or similar transaction involving Logan;

(B) sale, lease or transfer of any significant part of the assets of Logan;

(C) Acquisition Proposal;

(D) material change in the capitalization of Logan or the corporate structure or constating documents of Logan;

(other than the transactions contemplated by the Amalgamation Agreement, and any other agreement or transaction involving Logan or its Affiliates)

(E) action that would reasonably be expected to impede, delay, interfere with, or discourage the transactions contemplated by the Amalgamation Agreement; and

(F) action that would result in a Logan Material Adverse Effect (other than the transactions contemplated by the Amalgamation Agreement).

In connection with the foregoing, subject to this Section 3.1(b), the Securityholder hereby irrevocably and unconditionally agrees to deposit a proxy, duly completed and executed in respect of all of the Subject Securities at least 10 days prior to the Logan Meeting, voting all such Subject Securities in favour of the Logan Transaction Resolution. The Securityholder hereby agrees that neither it nor any person on its behalf will take any action to withdraw, amend or invalidate any proxy deposited by the Securityholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have unless this Agreement is terminated in accordance with Section 4.1.

(c) not, without the prior written consent of Voleo, requisition or join in the requisition of any meeting of any of the securityholders of Logan for the purpose of considering any resolution.

(d) not, directly or indirectly: (A) solicit, initiate, encourage or otherwise facilitate (including by way of entering into any agreement, arrangement or understanding) inquiries, proposals or offers from, or provide information to, any other person, entity or group (other than Voleo) relating to any Acquisition Proposal, (B) participate in any discussions or negotiations regarding any Acquisition Proposal, or (C) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or undertaking related to any Acquisition Proposal. Nothing hereunder shall prevent any shareholder, director or officer of the Securityholder who is a director or officer of Logan from doing any act or thing that such director or officer is properly obligated to do in such capacity, provided that such act or thing is permitted by and is done in compliance with the terms of the Amalgamation Agreement.

(e) immediately: (A) cease and cause to be terminated any and all existing discussions and negotiations, if any, with any person or group or any agent or representative of such person or group before the date of this Agreement with respect to any Acquisition Proposal or potential Acquisition Proposal; and (B) notify Voleo of any Acquisition Proposal or inquiry that could lead to an Acquisition Proposal of which the Securityholder or, to the knowledge of the Securityholder, any of the shareholders, directors or officers of the Securityholder becomes aware. Such notification shall be made first orally and then in writing and shall include the identity of the person making such Acquisition Proposal or inquiry, a description of the material terms thereof, together with a copy of all documentation relating to such Acquisition Proposal or inquiry; provided however that such notification shall not be required if Voleo has already notified Logan.

(f) waives any rights of appraisal or rights of dissent that the Securityholder may have arising from the transactions contemplated by the Amalgamation Agreement.

(g) agrees to promptly notify Voleo of any acquisitions by the Securityholder or any of its respective Affiliates of any securities of Logan, if any, after the date hereof, which, for greater certainty, shall include any Logan Options or Logan Warrants, and any Logan Shares issuable upon the exercise or conversion of any Logan Options or Logan Warrants owned or controlled by the Shareholder which may be exercised, converted into or exchanged for Logan Shares. Any such securities shall be subject to the terms of this Agreement as though they were Subject Securities owned by the Securityholder on the date hereof.

(h) agrees to not: (A) exercise any securityholder rights or remedies available at common law or pursuant to applicable securities legislation; or (B) take any other action of any kind, in each case which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Amalgamation Agreement.

(i) consents to: (A) details of this Agreement being set out in any information circular and court documents produced by Logan, Voleo or any of their respective Affiliates in connection with the transactions contemplated by this Agreement and the Amalgamation Agreement; and (B) this Agreement being made publicly available, including by filing on SEDAR and if required or reasonably desirable, with the U.S. SEC.

(j) except as required by applicable Law or applicable stock exchange requirements, the Securityholder shall not make any public announcement or statement with respect to the transactions contemplated herein or pursuant to the Amalgamation Agreement without the prior written approval of Logan.

3.2 Covenants of Voleo

(a) Voleo hereby covenants to use its reasonable commercial efforts to consummate the transactions contemplated by the Amalgamation Agreement, in accordance with the terms thereof.

(b) Voleo hereby covenants to use its reasonable commercial efforts to assist Logan in effecting the Amalgamation and to successfully complete the Amalgamation in the manner contemplated by this Agreement and the Amalgamation Agreement.

ARTICLE 4 - GENERAL

4.1 Termination

This Agreement shall terminate and be of no further force or effect only upon the earliest of:

(a) the written agreement of Voleo and the Securityholder;

(b) the termination of the Amalgamation Agreement in accordance with its terms;

(c) written notice by the Securityholder if:

(i) Voleo has not complied in all material respects with the covenants in Section 3.2; or

(ii) Voleo, without the prior written consent of the Securityholder, otherwise varies the terms of the Amalgamation Agreement in a manner that is materially adverse to the Securityholder;

(d) the Effective Time; or

(e) the Outside Date.

4.2 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and Voleo agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

4.3 Equitable Relief

The parties agree that irreparable harm will occur for which money damages will not be an adequate remedy at Law in the event that any of the provisions of this Agreement are not performed by the Securityholder in accordance with their terms or are otherwise breached. It is accordingly agreed that in the event of a breach or threatened breach of the provisions of this Agreement by the Securityholder, Voleo shall be entitled to an injunction or injunctions and other equitable relief and shall be entitled to obtain an order or orders for specific performance as may be necessary to ensure that the Securityholder complies with and performs its obligations under this Agreement. The Securityholder hereby agrees not to seek the posting of any security bond or other assurance in respect of such injunctive or other equitable relief. Such remedies will not be the exclusive remedies for any breach of this Agreement and will be in addition to all other remedies available at Law or equity.

4.4 Capacity and Fiduciary Duties

Nothing herein shall restrict or limit the actions of any director or officer required to be taken in the discharge of his or her fiduciary duties as a director or officer of Logan or any subsidiary of Logan. Voleo further hereby agrees that the Securityholder is making the agreement or understandings herein solely in its capacity as a securityholder of Logan and the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder or any of its affiliates, directors or officers in his or her capacity as a director or officer of Logan. For greater certainty, nothing herein shall restrict any person from taking in good faith any actions, or in any way limit any actions that a person may take, necessary to discharge such person's fiduciary duties as a director or officer of Logan.

4.5 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Securityholder and Voleo or in the case of a waiver, by the party against whom the waiver is to be effective and no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

4.6 Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto.

4.7 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

(a) if to Voleo:

Voleo, Inc.
c/o Farris, Vaughan, Willis & Murphy LLP
2500 – 700 W. Georgia St.
Vancouver, B.C.
V7Y 1B3

Attention: Jay Sujir
Facsimile: (604) 66109349
Email: jsujir@farris.com

(b) if to the Securityholder, to the address set out on the execution page of this Agreement.

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day.

Either party hereto may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

4.8 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

4.9 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, permitted assigns and legal personal representatives, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, except that Voleo may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an Affiliate without reducing its own obligations hereunder without the consent of the Securityholder.

4.10 Expenses

Each party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

4.11 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.12 Further Assurances

The parties hereto shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.13 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all the counterparts and facsimiles together constitute one and the same agreement.

IN WITNESS OF WHICH the parties have executed this Agreement.

VOLEO, INC.

By: _____
Name:
Title:

This Agreement has been agreed and accepted as of the date first set out above.

_____
Witness

_____
Name:
Title:

Notice Details

Address: _____
_____

Email: _____

SCHEDULE "A"

TO LOGAN VOTING AGREEMENT

Registered Owner	Beneficial Owner	Logan Shares	Logan Options	Logan Warrants

SCHEDULE E - FORM OF VOLEO VOTING AGREEMENT

THIS AGREEMENT is made as of _____, 2016

BETWEEN:

LOGAN RESOURCES LTD., a corporation incorporated under the laws of British Columba ("**Logan**")

AND:

_____ (the "**Securityholder**")

RECITALS:

1. The Securityholder is the beneficial owner of, or has control or direction over, the Subject Securities (as defined herein).

2. The Securityholder understands that Logan, Logan Acquisition Corp. ("**Logan Subco**") and Voleo, Inc. ("**Voleo**") are, concurrently with the execution and delivery of this Agreement, executing and delivering the Amalgamation Agreement.

3. This Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

Capitalized terms used and not otherwise defined herein have the meanings ascribed thereto in the Amalgamation Agreement. In this Agreement, including the recitals:

"**Amalgamation Agreement**" means the amalgamation agreement dated as of the date hereof between Voleo, Logan and Logan Subco;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;

"**Expiry Time**" has the meaning ascribed thereto in Section 3.1;

"**Notice**" has the meaning ascribed thereto in Section 4.7;

"**Subject Securities**" means the Subject Shares and any Voleo Options and Voleo Warrants owned or controlled by the Securityholder;

"**Subject Shares**" means all Voleo Shares owned or controlled by the Securityholder, which, for greater certainty, shall include any Voleo Shares issuable upon the exercise, exchange or conversion of any Voleo Options or Voleo Warrants owned or controlled by the Securityholder which may be exercised, converted into or exchanged for Voleo Shares and shall also include any and all distributions of cash, securities or other property made in respect of such Subject Shares on or after the date hereof other than distributions made in the ordinary course, and shall further include any Voleo Shares acquired or over which control is acquired after the date hereof by the Securityholder; and

"**Transfer**" has the meaning ascribed thereto in Section 3.1(a).

1.2 Singular; Plural, etc.

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

1.3 Currency

Unless otherwise expressly stated, all references to currency herein shall be deemed to be references to Canadian currency.

1.4 Headings, etc.

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

1.5 Date for any Action

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

1.6 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and shall be construed and treated in all respects as a British Columbia contract. Each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

1.7 Incorporation of Schedules

The Schedules attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Subject Securities

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to Logan (and acknowledges that Logan is relying on these representations and warranties in completing the transactions contemplated hereby and by the Amalgamation Agreement) the matters set out below:

(a) the Securityholder has the legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by the Securityholder and constitutes a valid and binding obligation of the Securityholder enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

(b) the Voleo Shares, Voleo Options and Voleo Warrants as set forth in Schedule A, as applicable, represent all the securities of Voleo beneficially owned, directly or indirectly, or controlled or directed by the Securityholder. Other than the securities set forth in Schedule A, neither the Securityholder nor any of its Affiliates (i) owns beneficially, or exercises control or direction over, directly or indirectly, additional securities of Voleo or any of its Affiliates or (ii) has any agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Securityholder or any of its Affiliates to transfer to the Securityholder or any of its Affiliates of, additional securities of Voleo or any of its Affiliates;

(c) the Securityholder is, and will continue to be at the time of the Amalgamation, the sole beneficial owner of the Subject Securities, with good and marketable title thereto, free and clear of all encumbrances, liens, restrictions (other than resale, vesting or other similar restrictions), charges, claims and rights of others;

(d) the Securityholder has the sole right to sell and vote (to the extent permitted by the attributes of such Subject Securities or pursuant to applicable Laws, regulation or policy) or direct the sale and voting of the Subject Securities;

(e) no Person has any agreement or option, or any right or privilege (whether by Laws, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto, except Logan pursuant to the Amalgamation;

(f) none of the Subject Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of Voleo's securityholders or give consents or approvals of any kind;

(g) none of the execution and delivery by the Securityholder of this Agreement or the completion of the transactions contemplated hereby or the compliance by the Securityholder with the Securityholder's obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents, by-laws or resolutions of the Securityholder; (ii) any Contract to which the Securityholder is a party or by which the Securityholder or any of the property or assets of the Securityholder are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;

(h) no consent, waiver, approval, authorization, order, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by the Securityholder in connection with the execution and delivery by the Securityholder and enforcement against the Securityholder of this Agreement or the consummation of any transactions provided for herein (provided that the Securityholder makes no representations or warranties with respect to the consents, waivers, approvals, authorizations or declarations of or by, or filings with, or notices to any Governmental Entities or other third parties on the part of Voleo, Logan or Logan Subco necessary for the consummation of the transactions contemplated by the Amalgamation Agreement); and

(i) there is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its Affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, could adversely affect in any manner the Securityholder's ability to enter into this Agreement or perform its obligations hereunder or the title of the Securityholder to any of the Subject Securities. There is no judgment, decree or order against the Securityholder or any of its Affiliates or any of their directors or officers (in their capacities as such) that could prevent, enjoin, alter, delay or adversely affect in any manner the ability of the Securityholder to enter into this Agreement, to perform its obligations under this Agreement or the title of the Securityholder to any of the Subject Securities.

2.2 Representations and Warranties of Logan

Logan represents and warrants to the Securityholder (and acknowledges that the Securityholder is relying on these representations and warranties in completing the transactions contemplated hereby and by the Amalgamation Agreement) the matters set out below:

(a) Logan is a corporation incorporated or formed under the Laws of its jurisdiction and has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary

corporate action on the part of Logan. This Agreement constitutes a valid and binding obligation of Logan enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other Laws affecting the enforcement of creditors' rights generally and subject to the qualification that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

(b) none of the execution and delivery by Logan of this Agreement or the completion of the transactions contemplated hereby or the compliance by Logan with Logan's obligations hereunder will violate, contravene, result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of: (i) any constating or governing documents or resolutions of Logan; (ii) any Contract to which Logan is a party or by which Logan or any of the property or assets of Logan are bound; (iii) any judgment, decree, order or award of any Governmental Entity; or (iv) any applicable Laws;

(c) there is no private or governmental action, suit, claim, arbitration, investigation or other proceeding in progress or pending before any Governmental Entity, or, to the knowledge of Logan, threatened against Logan or any of its Affiliates or any of their directors or officers (in their capacities as such) that, individually or in the aggregate, could adversely affect in any manner Logan's ability to enter into this Agreement or perform its obligations under this Agreement. There is no judgment, decree or order against Logan or any of its Affiliates or any of their directors or officers (in their capacities as such) that could prevent, enjoin, alter, delay or adversely affect in any manner the ability of Logan to enter into this Agreement or to perform its obligations under this Agreement; and

(d) no consent, waiver, approval, authorization, order, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by Logan in connection with the execution and delivery by Logan and enforcement against Logan of this Agreement or the consummation of any transactions provided for herein, except, in either case, for those specifically set forth in the Amalgamation Agreement with respect to the consummation of the Amalgamation.

ARTICLE 3- COVENANTS

3.1 Covenants of the Securityholder

The Securityholder hereby irrevocably and unconditionally covenants with Logan that from the date of this Agreement until the earlier of (i) the termination of this Agreement in accordance with its terms and (ii) the Effective Time (such earlier time being the "**Expiry Time**"), the Securityholder shall:

(a) not (A) sell, transfer, gift, assign, convey, pledge, hypothecate, encumber, option, grant a security interest in or otherwise dispose of any right or interest in

(including by way of deposit or tender under any take-over bid) (any such event, a "**Transfer**") any of the Subject Securities, other than the exercise, exchange or conversion of Voleo Options or Voleo Warrants in accordance with their terms for Voleo Shares that will become subject to this Agreement as if they were Subject Shares owned by the Securityholder on the date hereof, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), other than pursuant to the Amalgamation Agreement, without having first obtained the prior written consent of Logan, or (B) other than as set forth herein, grant any proxies or powers of attorney, deposit any Subject Securities into a voting trust, in any way transfer any of the voting rights associated with any of the Subject Securities, or enter into a voting agreement, understanding or arrangement with respect to the right to vote, call meetings of Voleo Shareholders or give consents or approval of any kind with respect to any Subject Securities.

(b) vote (or cause to be voted) all the Subject Securities at any meeting of any of the securityholders of Voleo at which the Shareholder is entitled to vote, including without limitation the Voleo Meeting, and in any action by written consent of the securityholders of Voleo:

(i) in favour of the approval, consent, ratification and adoption of the Voleo Amalgamation Resolution and the transactions contemplated by the Amalgamation Agreement (and any actions required for the consummation of the transactions contemplated by the Amalgamation Agreement); and

(ii) against any:

(A) merger, reorganization, consolidation, amalgamation, arrangement, business combination, or share exchange, liquidation, dissolution, recapitalization, or similar transaction involving Voleo;

(B) sale, lease or transfer of any significant part of the assets of Voleo;

(C) Acquisition Proposal;

(D) material change in the capitalization of Voleo or the corporate structure or constating documents of Voleo;

(other than the transactions contemplated by the Amalgamation Agreement, and any other agreement or transaction involving Logan or its Affiliates)

(E) action that would reasonably be expected to impede, delay, interfere with, or discourage the transactions contemplated by the Amalgamation Agreement; and

(F) action that would result in a Voleo Material Adverse Effect (other than the transactions contemplated by the Amalgamation Agreement).

In connection with the foregoing, subject to this Section 3.1(b), the Securityholder hereby irrevocably and unconditionally agrees to deposit a proxy, duly completed and executed in respect of all of the Subject Securities at least 10 days prior to the Voleo Meeting, voting all such Subject Securities in favour of the Voleo Amalgamation Resolution. The Securityholder hereby agrees that neither it nor any person on its behalf will take any action to withdraw, amend or invalidate any proxy deposited by the Securityholder pursuant to this Agreement notwithstanding any statutory or other rights or otherwise which the Securityholder might have unless this Agreement is terminated in accordance with Section 4.1.

(c) not, without the prior written consent of Logan, requisition or join in the requisition of any meeting of any of the securityholders of Voleo for the purpose of considering any resolution.

(d) not, directly or indirectly: (A) solicit, initiate, encourage or otherwise facilitate (including by way of entering into any agreement, arrangement or understanding) inquiries, proposals or offers from, or provide information to, any other person, entity or group (other than Logan) relating to any Acquisition Proposal, (B) participate in any discussions or negotiations regarding any Acquisition Proposal, or (C) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement, arrangement or undertaking related to any Acquisition Proposal. Nothing hereunder shall prevent any shareholder, director or officer of the Securityholder who is a director or officer of Voleo from doing any act or thing that such director or officer is properly obligated to do in such capacity, provided that such act or thing is permitted by and is done in compliance with the terms of the Amalgamation Agreement.

(e) immediately: (A) cease and cause to be terminated any and all existing discussions and negotiations, if any, with any person or group or any agent or representative of such person or group before the date of this Agreement with respect to any Acquisition Proposal or potential Acquisition Proposal; and (B) notify Logan of any Acquisition Proposal or inquiry that could lead to an Acquisition Proposal of which the Securityholder or, to the knowledge of the Securityholder, any of the shareholders, directors or officers of the Securityholder becomes aware. Such notification shall be made first orally and then in writing and shall include the identity of the person making such Acquisition Proposal or inquiry, a description of the material terms thereof, together with a copy of all documentation relating to such Acquisition Proposal or inquiry; provided however that such notification shall not be required if Voleo has already notified Logan.

(f) waives any rights of appraisal or rights of dissent that the Securityholder may have arising from the transactions contemplated by the Amalgamation Agreement.

(g) agrees to promptly notify Logan of any acquisitions by the Securityholder or any of its respective Affiliates of any securities of Voleo, if any, after the date hereof, which, for greater certainty, shall include any Voleo Options or Voleo Warrants, and any Voleo Shares issuable upon the exercise or conversion of any Voleo Options or Voleo Warrants owned or controlled by the Shareholder which may be exercised, converted into or exchanged for Voleo Shares. Any such securities shall be subject to the terms of this Agreement as though they were Subject Securities owned by the Securityholder on the date hereof.

(h) agrees to not: (A) exercise any securityholder rights or remedies available at common law or pursuant to applicable securities legislation; or (B) take any other action of any kind, in each case which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Amalgamation Agreement.

(i) consents to: (A) details of this Agreement being set out in any information circular and court documents produced by Voleo, Logan or any of their respective Affiliates in connection with the transactions contemplated by this Agreement and the Amalgamation Agreement; and (B) this Agreement being made publicly available, including by filing on SEDAR and if required or reasonably desirable, with the U.S. SEC.

(j) except as required by applicable Law or applicable stock exchange requirements, the Securityholder shall not make any public announcement or statement with respect to the transactions contemplated herein or pursuant to the Amalgamation Agreement without the prior written approval of Logan.

3.2 Covenants of Logan

(a) Logan hereby covenants to use its reasonable commercial efforts to consummate the transactions contemplated by the Amalgamation Agreement, in accordance with the terms thereof.

(b) Logan hereby covenants to use its reasonable commercial efforts to assist Voleo in effecting the Amalgamation and to cause Logan Subco to successfully complete the Amalgamation in the manner contemplated by this Agreement and the Amalgamation Agreement.

ARTICLE 4 - GENERAL

4.1 Termination

This Agreement shall terminate and be of no further force or effect only upon the earliest of:

(a) the written agreement of Logan and the Securityholder;

(b) the termination of the Amalgamation Agreement in accordance with its terms;

(c) written notice by the Securityholder if:

(i) Logan has not complied in all material respects with the covenants in Section 3.2; or

(ii) Logan, without the prior written consent of the Securityholder, otherwise varies the terms of the Amalgamation Agreement in a manner that is materially adverse to the Securityholder;

(d) the Effective Time; or

(e) the Outside Date.

4.2 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and Logan agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

4.3 Equitable Relief

The parties agree that irreparable harm will occur for which money damages will not be an adequate remedy at Law in the event that any of the provisions of this Agreement are not performed by the Securityholder in accordance with their terms or are otherwise breached. It is accordingly agreed that in the event of a breach or threatened breach of the provisions of this Agreement by the Securityholder, Logan shall be entitled to an injunction or injunctions and other equitable relief and shall be entitled to obtain an order or orders for specific performance as may be necessary to ensure that the Securityholder complies with and performs its obligations under this Agreement. The Securityholder hereby agrees not to seek the posting of any security bond or other assurance in respect of such injunctive or other equitable relief. Such remedies will not be the exclusive remedies for any breach of this Agreement and will be in addition to all other remedies available at Law or equity.

4.4 Capacity and Fiduciary Duties

Nothing herein shall restrict or limit the actions of any director or officer required to be taken in the discharge of his or her fiduciary duties as a director or officer of Voleo or any subsidiary of Voleo. Logan further hereby agrees that the Securityholder is making the agreement or understandings herein solely in its capacity as a securityholder of Voleo and the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder or any of its affiliates, directors or officers in his or her capacity as a director or officer of Voleo. For greater certainty, nothing herein shall restrict any person from taking in good faith any actions, or in any way limit any actions that a person may take, necessary to discharge such person's fiduciary duties as a director or officer of Voleo.

4.5 Waiver; Amendment

Each party hereto agrees and confirms that any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Securityholder and Logan or in the case of a waiver, by the party against whom the waiver is to be effective and no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

4.6 Entire Agreement

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto.

4.7 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a "**Notice**") shall be in writing and shall be sufficiently given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by facsimile or e-mail:

(a) if to Logan:

Logan Resources Ltd.
1240 – 1140 West Pender St.
Vancouver, B.C.
V6E 4G1

Attention: Richard Grayston, Chief Executive Officer
Facsimile: (604) 681-8039
Email: rgrayston@loganresources.ca

(b) if to the Securityholder, to the address set out on the execution page of this Agreement

Any Notice delivered or transmitted to a party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. If the Notice is delivered or transmitted after 5:00 p.m. local time or if the day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day.

Either party hereto may, from time to time, change its address by giving Notice to the other party in accordance with the provisions of this Section.

4.8 Severability

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

4.9 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors, permitted assigns and legal personal representatives, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto, except that Logan may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement to an Affiliate without reducing its own obligations hereunder without the consent of the Securityholder.

4.10 Expenses

Each party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

4.11 Independent Legal Advice

Each of the parties hereby acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

4.12 Further Assurances

The parties hereto shall, with reasonable diligence, do all things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to effect the purpose of this Agreement and carry out its provisions, whether before or after the Effective Time.

4.13 Execution and Delivery

This Agreement may be executed by the parties in counterparts and may be executed and delivered by facsimile and all the counterparts and facsimiles together constitute one and the same agreement.

IN WITNESS OF WHICH the parties have executed this Agreement.

LOGAN RESOURCES LTD.

By: _____
Name:
Title:

This Agreement has been agreed and accepted as of the date first set out above.

_____
Witness

_____
Name:
Title:

Notice Details

Address: _____
_____

Email: _____

SCHEDULE "A"

TO VOLEO VOTING AGREEMENT

Registered Owner	Beneficial Owner	Voleo Options	Voleo Shares	Voleo Warrants

SCHEDULE F - ARTICLES OF AMALGAMATION

See attached.

SCHEDULE G - EXCEPTIONS TO REPRESENTATIONS AND WARRANTIES

Section 3.1(d)

Voleo has the following subsidiaries:

Name	Place of incorporation	Interest %	Principal activity
Voleo USA, Inc.	Delaware, United States	100% ownership by Voleo - 1,434 shares of common stock held by Voleo.	FINRA Registered Broker/Dealer

Section 3.1(g)

1. 1,000,000 Voleo Shares are issuable to Kewpac Investments Inc. pursuant to the terms of a Consulting Agreement dated December 1, 2017.

2. 2,116,345 Voleo Shares were issued at $0.30 in a private placement that occurred in July 2015. Under the terms of the subscription agreements, subscribers that participated in this financing are entitled to be issued additional Voleo Shares on the terms set out in the subscription agreements.

Section 3.1(j)

The audited consolidated financial statements for Voleo as at and for each of the fiscal years ended on December 31, 2017 and December 31, 2016 have not yet been completed. Upon completion they will conform with Section 3.1(j).

Section 4.1(d)

Logan has the following subsidiaries:

Name	Place of incorporation	Interest %	Principal activity
Logan Resources (USA) Ltd.	Nevada, United States	100% ownership by Logan – 100 shares of common stock held by Logan.	Exploration and evaluation of mineral properties

Section 4.1(g)

1. 1,000,000 Logan Shares are issuable to Pilot Gold (USA), Inc. pursuant to the terms of the Option Agreement among Logan, Logan Resources (USA) Ltd. and Pilot Gold (USA) Inc. dated July 7, 2016 (the "Option Agreement"). The issuance of these shares is solely at Logan's option which it does not intend to exercise if the Amalgamation is completed.

Section 4.1(v)

1. The transfer of Logan's interest in the Brik, Viper, Antelope and Easter Projects is subject to the rights of Pilot Gold (USA) Inc. under the Option Agreement.