

DR. PHONE FIX CANADA LIMITED

and

AUKA CAPITAL CORP.

AMENDED AND RESTATED BUSINESS COMBINATION AGREEMENT

November 7, 2024

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AMENDED AND RESTATED BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as of November 7, 2024,

BETWEEN:

DR. PHONE FIX CANADA LIMITED,
a corporation incorporated under the laws of the Province of Alberta
("DPF")

-and-

AUKA CAPITAL CORP.,
a corporation incorporated under the laws of the Province of Alberta
("Auka")

(each a "Party" and collectively, the "Parties")

WHEREAS Auka is a Capital Pool Company listed on the TSX Venture Exchange ("**TSXV**");

AND WHEREAS pursuant to a business combination agreement (the "**Previous Agreement**") between the Parties dated July 16, 2024, DPF and Auka agreed to combine the business and assets of DPF with those of Auka and upon completion of such business combination, Auka will become the Resulting Issuer (as defined below), a phone repair service supplier with the name "Dr. Phone Fix Corporation" or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of the Resulting Issuer (the "**Proposed Transaction**");

AND WHEREAS the Parties intend to carry out the proposed business combination by way of a statutory amalgamation under the provisions of the ABCA (as defined below) and related transaction steps;

AND WHEREAS the Parties wish to amend and restate the terms and conditions upon which they wish to complete the Proposed Transaction;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings, respectively:

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

"**Affiliate**" has the meaning ascribed thereto in the ABCA;

"**Agent**" means Canaccord Genuity Corp.;

"**Agency Agreement**" means an agency agreement to be entered into between the Agent, DPF and Auka with respect to the Financing;

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**", and "**hereof**" and similar expressions refer to this amended and restated business combination agreement, including the schedules attached hereto, as the same may be amended or supplemented from time to time;

"**Amalco**" means the amalgamated corporation resulting from the Amalgamation;

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

"**Amalgamation**" means the amalgamation of DPF and Subco by way of a "three-cornered amalgamation" with Auka pursuant to Section 181 of the ABCA;

"**Amalgamation Agreement**" means the agreement among DPF, Auka and Subco in respect of the Amalgamation, to be substantially in the form attached as Schedule "A" to this Agreement;

"**Articles of Amalgamation**" means the articles of amalgamation giving effect to the Amalgamation required under the ABCA to be filed with the Registrar;

"**Auka**" means Auka Capital Corp. as it exists prior to the completion of the Business Combination;

"**Auka Financial Statements**" has the meaning ascribed thereto in section 3.2(m) hereof;

"**Auka Meeting**" means a special meeting of the shareholders of Auka to be held in order to seek shareholder approval for the DPF Director Appointments, the appointment of EBT Chartered Professional Accountants as auditors and the Auka Name Change;

"**Auka Name Change**" means, subject to the completion of the Amalgamation, a change in the name of Auka to "Dr. Phone Fix Corporation" or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of the Resulting Issuer;

"**Auka Options**" means the stock options to purchase Auka Shares, of which, as of the date hereof, there are 1,962,215 Auka Options issued and outstanding, all of which have an exercise price of \$0.10 per Auka Share;

"**Auka Shareholder**" means a registered holder of Auka Shares, from time to time;

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

"**Bridge Loan**" has the meaning ascribed thereto in section 2.4 hereof;

"**Business Day**" means any day, excluding Saturday or Sunday, on which banking institutions are open for business in Calgary, Alberta;

"**Business Combination**" means the series of transactions, as detailed in this Agreement, through which the businesses of DPF and Auka will be combined, including the Financing, the Amalgamation, the DPF Director Appointments and the Auka Name Change;

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

"**Completion Deadline**" means January 31, 2025 or such later date as may be mutually agreed between the Parties in writing;

"**Commissions**" has the meaning ascribed thereto in section 3.2(m) hereof;

"**Debt Instrument**" has the meaning ascribed thereto in section 3.1(bb) hereof;

"**Depository**" means such Person as Auka may appoint to act as depository in relation to the Business Combination, with the approval of DPF, acting reasonably;

"**Dissenting DPF Class A Shares**" means the DPF Class A Shares held by Dissenting Shareholders;

"**Dissenting Shareholder**" means a registered holder of DPF Class A Shares who, in connection with the special resolution of the DPF Voting Shareholders approving the Amalgamation, has exercised the right to dissent pursuant to Section 191 of the ABCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its DPF Class A Shares and who has not withdrawn the notice of the exercise of such right as permitted by Section 191 of the ABCA;

"**Documents**" means, collectively, this Agreement and the Amalgamation Agreement;

"**DPF**" means Dr. Phone Fix Canada Limited as it exists prior to the completion of the Business Combination;

"**DPF Class A Shares**" means the Class A Common Shares in the capital of DPF;

"**DPF Class B Shares**" means the Class B Common Shares in the capital of DPF;

"**DPF Class C Preferred Shares**" means the Class C Redeemable Preferred Shares in the capital of DPF;

"**DPF Class D Preferred Shares**" means the Class D Redeemable Preferred Shares in the capital of DPF;

"**DPF Common Shares**" means, collectively, the DPF Class A Shares and the DPF Class B Shares;

"**DPF Convertible Debt**" means, collectively, the 2249379 Alberta Ltd. Loan, the DPF Shareholder Loan and the DPF Private Loan;

"**DPF Director Appointments**" means, subject to the completion of the Amalgamation, the reconstitution of the board of directors of Auka to consist of 8 directors, as more particularly set out in section 2.3 hereof;

"**DPF Disclosure Letter**" means the disclosure letter addressed to Auka and dated as of the date of the Previous Agreement;

"**DPF Financial Statements**" has the meaning ascribed thereto in Section 3.1(l) hereof;

"**DPF Group**" means, collectively, DPF and the DPF Subsidiaries;

"**DPF Meeting**" means a special meeting of the shareholders of DPF to be held in order to seek shareholder approval for the Amalgamation, to be held on a date that the Parties agree, but in any event, no later than 90 days after the hereof, or such later date agreed to by both Parties;

"**DPF Private Loan**" means the means the promissory note issued by DPF to Grewal Immigration Services Ltd., in the principal amount of \$500,000.00, dated March 31, 2024;

"**DPF Shareholder**" means a registered holder of any class of issued and outstanding DPF Shares, from time to time, and "**DPF Shareholders**" means all such holders;

"**DPF Shareholder Loan**" means the shareholder loan agreement between DPF, Anil Verma, Sunil Goel and Piyush Sawhney, pursuant to which DPF borrowed the sum of \$753,180.09, dated March 31, 2024;

"DPF Shares" means, collectively, the DPF Common Shares, the DPF Class C Preferred Shares and the DPF Class D Preferred Shares;

"DPF Subsidiaries" means all Subsidiaries of DPF, being 2042886 Alberta Ltd., 2298974 Alberta Ltd., 2190097 Alberta Ltd., 2195277 Alberta Ltd., 2289857 Alberta Ltd., 2221160 Alberta Ltd., 2333409 Alberta Ltd., 2323381 Alberta Ltd., 2323383 Alberta Ltd., 2276825 Alberta Ltd., 2288224 Alberta Ltd., 2276837 Alberta Ltd., 2234434 Alberta Ltd., 2316999 Alberta Ltd., 2323466 Alberta Ltd., 2326467 Alberta Ltd., 2323470 Alberta Ltd., 2326460 Alberta Ltd., 2342889 Alberta Ltd., 2309626 Alberta Ltd., 2372228 Alberta Ltd., 2363328 Alberta Ltd., 2381935 Alberta Ltd., 2374409 Alberta Ltd., 1000034072 Ontario Ltd., 1000023414 Ontario Ltd., 1000065510 Ontario Ltd., 2434632 Alberta Ltd., 2381941 Alberta Ltd., 2400483 Alberta Ltd., 1000228608 Ontario Inc., 2510006 Alberta Ltd., 2382141 Alberta Ltd., 2323377 Alberta Ltd. and 2503060 Alberta Ltd. and **"DPF Subsidiary"** means any one of them;

"DPF Voting Shareholder" means a registered holder of DPF Class A Shares, from time to time, and **"DPF Voting Shareholders"** means all such holders;

"DRS Statement" means a statement evidencing a shareholding position under the Direct Registration System;

"Effective Date" means the date shown on the Certificate of Amalgamation giving effect to the Amalgamation, which date shall be in accordance with section 2.1(d) hereof;

"Effective Time" means 12:01 a.m. (Calgary time) on the Effective Date or such other time on the Effective Date as may be agreed by DPF and Auka;

"Exchange Ratio" has the meaning given to such term in section 2.1(e)(ii) hereof;

"fair value" where used in relation to a DPF Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 191 of the ABCA or as agreed between DPF and the Dissenting Shareholder;

"Filing Statement" means a TSXV filing statement of Auka to be prepared jointly by Auka and DPF in respect of the Business Combination in accordance with Policy 2.4 of the TSXV;

"Financing" means a brokered private placement by DPF of Financing Subscription Receipts for gross proceeds of up to \$3,500,000.00, at a price per security of \$1.37, pursuant to the terms of the Agency Agreement and subject to the Agent's option to increase the size of the private placement by up to fifteen percent (15%), and pursuant to which Financing Broker Warrants shall be issued;

"Financing Broker Warrants" means the warrants to be issued to the Agent (and/or its/their sub-agent(s)) in connection with the Financing, in respect of the Financing Subscription Receipts sold under the Financing, each Financing Broker Warrant entitling the holder thereof to purchase one Financing Unit at a price of \$1.37 per Financing Unit for a period of 24 months following the date of conversion of the Financing Subscription Receipts and entitling the holder thereof to receive (and such holder shall accept) upon the exercise of such holder's Financing Broker Warrant, in lieu of DPF Units to which such holder was theretofore entitled upon such exercise, and for the same aggregate consideration payable therefor, the number of Resulting Issuer Shares and Resulting Issuer Replacement Warrants which the holder would have been entitled to receive as a result of the transactions contemplated by this Agreement if, immediately prior to the Effective Date, such holder had been the registered holder of the number of DPF Shares and Financing Warrants to which such holder would have been entitled if such holder had exercised such holder's Financing Broker Warrant immediately prior to the Effective Time;

"Financing Subscription Receipts" means the subscription receipts of DPF to be issued in connection with the Financing at a price of \$1.37 per subscription receipt, each exchangeable into one Financing Unit, subject to adjustment, without additional consideration;

"Financing Unit" means a notional unit issuable by DPF upon conversion of the Financing Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement(s), each of which shall consist of one DPF Class A Share and one-half of one Financing Warrant, subject to adjustment;

"Financing Warrants" means the common share purchase warrants of DPF issuable upon conversion of the Financing Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement(s) and forming a part of the Financing Units, each Financing Warrant entitling the holder thereof to purchase one DPF Class A Share at an exercise price of \$2.28 per share for a period of 24 months following the date of issuance thereof;

"Governing Documents" means, in respect of each Party, as applicable, its certificate, its notice of articles as amended, its articles of incorporation, as amended, and its by-laws, as amended;

"Governmental Authority" means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the TSXV;

"IFRS" means International Financial Reporting Standards applicable as at the relevant date;

"in writing" means written information including documents, files, software, records and books made available, delivered or produced to one Party by or on behalf of the other Party;

"Laws" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

"Letter of Transmittal" means a letter of transmittal to be sent to holders of DPF Shares for use in connection with the Business Combination and in order to receive the Resulting Issuer Shares to which they are entitled after giving effect to the Amalgamation;

"Loan Documentation" has the meaning ascribed thereto in section 2.4 hereof;

"Material Adverse Change" means, with respect to any Party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization or financial condition of the Party and its Subsidiaries (as applicable), taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) general economic, financial, currency exchange, securities, bullion or commodity prices in Canada or elsewhere; (ii) any matter which has been communicated in writing to the other Party as of the date hereof; (iii) in respect of Auka, any matter that has prior to the date hereof been publicly disclosed in Auka's SEDAR+ filings; (iv) in respect of Auka, resulting from any change in the trading price or volume of Auka Shares; or (v) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to or approved in writing by the other Party;

"Material Adverse Effect" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of a Party and its Subsidiaries (as applicable), considered as a whole, provided, however, that a Material Adverse Effect shall not include an adverse effect resulting from a change: (a) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing by such Party to the other Party prior to the date of hereof; (b) resulting from conditions affecting the phone repair industry as a whole; or (c) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

"Material Breach" is one that substantially defeats the purpose of this Agreement, or relates to an essential element of this Agreement, and deprives the injured Party of a benefit that he or she reasonably expected;

"Material Contract" means a contract listed in Section 1 of the DPF Disclosure Letter;

"material fact" has the meaning ascribed thereto in the *Securities Act* (Alberta) as the same has been and may hereafter from time to time be modified;

"Party" means each of Auka and DPF individually, and collectively, the **"Parties"**;

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"Personnel Obligations" means any obligations or liabilities of a Party or any of its Subsidiaries (as applicable) to pay any amount to its or their officers, directors, employees and consultants, other than for salary, bonuses under its or their existing bonus arrangements and directors' fees in the ordinary course, in each case in amounts consistent with historic practices and obligations or liabilities in respect of insurance or indemnification contemplated by this Agreement or arising in the ordinary and usual course of business and, without limiting the generality of the foregoing, Personnel Obligations shall include the obligations of such Party or any of its Subsidiaries (as applicable) to directors, officers, employees and consultants: (a) for payments on or in connection with any change in control of such Party pursuant to any change in control agreements, policies or arrangements, including the payments specified herein; and (b) for any special incentive bonus payments and commitments;

"Previous Agreement" has the meaning ascribed thereto in the recitals hereof;

"Proposed Transaction" has the meaning ascribed thereto in the recitals hereof;

"Recipient" has the meaning ascribed thereto in section 9.8(d) hereof;

"Registrar" means the means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under Section 263 of the ABCA;

"Regulatory Approval" means any approval, consent, waiver, permit, order or exemption from any Governmental Authority having jurisdiction or authority over any Party or the Subsidiaries of any Party which is required or advisable to be obtained in order to permit the Business Combination to be effected and **"Regulatory Approvals"** means all such approvals, consents, waivers, permits, orders or exemptions;

"Reporting Jurisdictions" has the meaning ascribed thereto in section 3.2(f) hereof;

"**Resulting Issuer**" means Auka upon completion of the Business Combination; as described in this Agreement, the Resulting Issuer will be a phone repair service supplier operating under the name "**Dr. Phone Fix Corporation**" or such other similar name as may be accepted by the relevant regulatory authorities and approved by its board of directors;

"**Resulting Issuer Replacement Warrants**" means the warrants of the Resulting Issuer to acquire Resulting Issuer Shares to be issued in replacement of the Financing Warrants outstanding immediately prior to the Effective Time, each Resulting Issuer Replacement Warrant entitling the holder thereof to purchase one Resulting Issuer Share at a price equal to the exercise price per DPF Class A Share of each such Financing Warrant immediately prior to the Effective Time until the expiry date of each such Financing Warrant being replaced by a Resulting Issuer Replacement Warrant, in accordance with its terms;

"**Resulting Issuer Share**" has the meaning ascribed thereto in section 2.1(e)(ii) hereof;

"**Securities Authorities**" means the Commissions and the TSXV;

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval +, available at www.sedarplus.com;

"**Subco**" means 2629911 Alberta Inc., a corporation incorporated under the laws of the Province of Alberta as a wholly-owned Subsidiary of Auka for the sole purpose of effecting the Amalgamation;

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

"**Subject Agreements**" means those agreements described in Schedule B" to this Agreement;

"**Subscription Receipt Agreement(s)**" means, as applicable, the subscription receipt agreement(s) to be entered into in connection with the Financing between, *inter alia*, DPF, Auka and the Agent;

"**Subsidiary**" has the meaning ascribed thereto in the ABCA;

"**Taxes**" has the meaning ascribed thereto in section 3.1(s) hereof;

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

"**TSXV Escrow Agreement**" means the escrow agreement to be entered into among the Resulting Issuer's registrar and transfer agent, the Resulting Issuer and certain securityholders of the Resulting Issuer in compliance with the requirements of the TSXV, with the securities subject to such agreement to be released as determined by the TSXV; and

"**2249379 Alberta Ltd. Loan**" means the loan agreement between DPF and 2249379 Alberta Ltd., pursuant to which DPF borrowed the sum of \$4,106,906.30, dated March 31, 2024.

1.2 Singular, Plural, etc.

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

1.3 Deemed Currency

In the absence of a specific designation of any currency any undescribed dollar amount herein shall be deemed to refer to Canadian dollars.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto 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 to Articles and Sections refer to Articles and Sections of and to this Agreement in which such reference is made.

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 hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of Alberta and the Laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta sitting in and for the judicial district of Calgary in respect of all matters arising under or in relation to this Agreement.

1.7 Attornment

The Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Alberta for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

ARTICLE 2 THE BUSINESS COMBINATION

2.1 Business Combination Steps

DPF and Auka agree to effect the combination of their respective businesses and assets by way of a series of steps or transactions including the Financing, the Amalgamation, the DPF Director Appointments and the Auka Name Change. Each Party hereby agrees that as soon as reasonably practicable after the date hereof or at such other time as is specifically indicated below in this Section, and subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it:

- (a) DPF shall duly call and convene the DPF Meeting (or in the alternative, DPF may obtain approval of the DPF Voting Shareholders by consent resolution) not later than January 31, 2025 at which time the DPF Voting Shareholders will be asked to approve the Amalgamation described in this Agreement and the Amalgamation Agreement (together, the "**Documents**"), and DPF shall use all commercially reasonable efforts to obtain the approval of the DPF Voting Shareholders for the foregoing matters;

- (b) Auka shall duly call and convene the Auka Meeting (or in the alternative, Auka may obtain approval of the Auka Shareholders by consent resolution) not later than January 31, 2025 at which the Auka Shareholders will be asked to approve, among other things, the DPF Director Appointments and the appointment of EBT Chartered Professional Accountants as auditor described in the Documents, and Auka shall use all commercially reasonable efforts to obtain the approval of the Auka Shareholders for the foregoing matters;
- (c) DPF and Auka shall use commercially reasonable efforts to complete the Financing;
- (d) DPF and Subco shall amalgamate by way of statutory amalgamation under Section 181 of the ABCA on the terms and subject to the conditions contained in the Documents and DPF and Auka further agree that the Effective Date shall occur within five (5) Business Days following the later of: (i) the receipt of shareholder approval by the DPF Voting Shareholders of the special business at the DPF Meeting; (ii) the receipt of shareholder approval by the Auka Shareholders of the general and special business at the Auka Meeting; (iii) the closing of the Financing; and (iv) the satisfaction or waiver of all conditions imposed herein and by the TSXV or any other regulatory requirements, provided that the Effective Date shall occur no earlier than seven (7) Business Days after the Filing Statement is filed on SEDAR+;
- (e) the Parties shall cause the Articles of Amalgamation to be filed to effect the Amalgamation, pursuant to which:
 - (i) DPF and Subco will amalgamate under the provisions of the ABCA and continue as one amalgamated corporation, being Amalco;
 - (ii) subject to section 2.1(f) hereof:
 - (A) holders of outstanding DPF Shares (which for certainty will include DPF Shares issued in satisfaction of the DPF Convertible Debt) shall receive 11.4402330114547 Auka Shares for each DPF Share held (such ratio being the "**Exchange Ratio**"), and each such Auka Share, after giving effect to the completion of the Business Combination, is herein called a "**Resulting Issuer Share**"; and
 - (B) each Financing Warrant outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the holder of such Financing Warrant shall receive 11.4402330114547 Resulting Issuer Replacement Warrants for every Financing Warrant held;
 - (iii) each outstanding Subco Share will be exchanged for Amalco Shares on the basis of one (1) Amalco Share for each Subco share;
 - (iv) as consideration for the issuance of the Resulting Issuer Shares to the holders of DPF Shares to effect the Amalgamation, Amalco will issue to the Resulting Issuer one (1) fully paid Amalco Share for each Resulting Issuer Share so issued;
 - (v) all of the property and assets of each of DPF and Subco will be the property and assets of Amalco and Amalco will be liable for all of the liabilities and obligations of each of DPF and Subco; and
 - (vi) Amalco will be a wholly-owned Subsidiary of Auka;

- (f) in accordance with section 8.5 hereof, DPF Class A Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by section 2.1(e)(ii) hereof. However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under Section 191 of the ABCA or forfeits its right to make a claim under Section 191 of the ABCA or if its rights as a shareholder of DPF are otherwise reinstated, such Dissenting Shareholder's Dissenting DPF Class A Shares shall thereupon be deemed to have been converted as of the Effective Date as prescribed by section 2.1(e)(ii) hereof;
- (g) immediately following the filing of the Articles of Amalgamation to effect the Amalgamation, Auka will: (i) reconstitute its board of directors to give effect to the DPF Director Appointments, and (ii) file a notice of alteration to give effect to the Auka Name Change;
- (h) as soon as practicable after the Effective Date, in accordance with normal commercial practice and section 2.2(g) hereof, the Resulting Issuer shall issue or cause to be issued certificates, DRS Statements or electronic positions within CDS representing the appropriate number of the Resulting Issuer Shares to the former DPF Shareholders. No fractional Resulting Issuer Shares will be delivered to any DPF Shareholder otherwise entitled thereto and instead the number of Resulting Issuer Shares to be issued to each former DPF Shareholder will be rounded down to the nearest whole number;
- (i) the Parties acknowledge that the TSXV will require some or all of the Resulting Issuer Shares issued pursuant to the Business Combination to be held in escrow and DPF and Auka, as applicable, agree to comply and use its reasonable efforts to cause its shareholders to comply with all such escrow requirements of the TSXV including the execution and delivery of the TSXV Escrow Agreement; and
- (j) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that are necessary or useful to give effect to the Business Combination.

2.2 Implementation Covenants

- (a) **Filing Statement.** DPF and Auka shall use commercially reasonable efforts to jointly prepare the Filing Statement together with any other documents required by applicable Laws in connection with the Business Combination and shall jointly file the final Filing Statement required by applicable Laws as soon as reasonably practicable and shall use all commercially reasonable efforts to file the final Filing Statement no later than seven Business Days prior to the Completion Deadline.
- (b) **Preparation of DPF Meeting Documentation.** DPF shall duly prepare documentation required in connection with the DPF Meeting, and deliver such documentation to DPF Voting Shareholders.
- (c) **Preparation of Auka Meeting Documentation.** Auka shall duly prepare documentation required in connection with the Auka Meeting, and deliver such documentation to Auka Shareholders.
- (d) **Listing.** Auka shall use all commercially reasonable efforts to have the issuance of all the Resulting Issuer Shares accepted by the TSXV.
- (e) **Preparation of Filings.** DPF and Auka shall cooperate in the preparation of any documents and taking of all actions reasonably deemed by DPF or Auka to be necessary to discharge their respective obligations under applicable Laws in connection with the

Business Combination and all other matters contemplated in the Documents, and in connection therewith:

- (i) each of DPF and Auka shall furnish to the other all such information concerning it and its shareholders as may be required to effect the actions described in this Article 2, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Business Combination will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished or to be used;
 - (ii) DPF and Auka shall each promptly notify the other if at any time before the Effective Date it becomes aware that the Filing Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Filing Statement. In any such event, DPF and Auka shall cooperate in the preparation of a supplement or amendment to the Filing Statement, as required and as the case may be, and, if required, shall cause the same to be filed with the applicable Securities Authorities; and
 - (iii) each of DPF and Auka shall ensure that the Filing Statement complies with all applicable Laws and, without limiting the generality of the foregoing, that the Filing Statement does not contain any untrue statement of a material fact or omit to state a material fact with respect to itself required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.
- (f) **Amalgamation Agreement, etc.** The Parties hereby acknowledge that the Amalgamation Agreement shall be substantially in the form attached as Schedule "A" to this Agreement. Subco shall, subject to the terms and conditions of this Agreement and subject to and following the receipt of all Regulatory Approvals, deliver to DPF the duly executed Articles of Amalgamation and related documents which will be filed by DPF with the Registrar.
- (g) **Resulting Issuer Shares and Procedures.**
- (i) On the Effective Date: (i) the DPF Voting Shareholders (other than Dissenting Shareholders who are ultimately entitled to be paid fair value for their Dissenting DPF Class A Shares) shall be deemed to be the registered holders of the Resulting Issuer Shares to which they are entitled hereunder; (ii) the Resulting Issuer shall deposit such Resulting Issuer Shares with the Depositary and/or the electronic positions representing such Resulting Issuer Shares with CDS, as applicable, to satisfy the consideration issuable to such DPF Voting Shareholders; and (iii) certificates formerly representing DPF Class A Shares which are held by such DPF Voting Shareholders shall cease to represent any claim upon or interest in DPF other than the right of the registered holder to receive the number of Resulting Issuer Shares to which it is entitled hereunder, all in accordance with the provisions of the Amalgamation Agreement.
 - (ii) As soon as reasonably practicable after the Effective Date, the Depositary will forward to, or hold for pick-up by, each former DPF Shareholder that submitted a duly completed Letter of Transmittal or DRS Statements or other evidence of

entitlement to the Depositary, together with the certificate (if any) representing the DPF Shares held by such DPF Shareholder or such other evidence of ownership of such DPF Shares as is satisfactory to the Depositary, acting reasonably, (i) the certificates or DRS Statements representing the Resulting Issuer Shares to which such DPF Shareholder is entitled, in accordance with its Letter of Transmittal, or (ii) confirmation of a non-certificated electronic position transfer in CDS representing the Resulting Issuer Shares to which such DPF Shareholder is entitled, in accordance with its Letter of Transmittal, all in accordance with the provisions of the Amalgamation Agreement.

- (iii) The Resulting Issuer, as the registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and the Resulting Issuer shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled hereunder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by the Resulting Issuer will be evidence of the Resulting Issuer's right to be registered as a shareholder of Amalco. Share certificates evidencing Subco Shares shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number Amalco Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

2.3 Board of Directors and Senior Officers

Each of the Parties hereby agrees that upon completion of the Business Combination and giving effect to the DPF Director Appointments, and subject to approval by the TSXV, the board of directors and senior officers of the Resulting Issuer shall consist of the following:

Name	Position
Piyush Sawhney	Chief Executive Officer and Director
Jason Vandenberg	Chief Financial Officer
Sunil Goel	President and Director
Anil Verma	Vice President, Store Development and Director
Frank Y. Sur	Corporate Secretary and Director
Graham Barr	Independent Director
Jay Baraniecki	Independent Director
Robert Cole	Independent Director
Jeff Lloyd	Independent Director

2.4 Bridge Loan

- (a) Subject to regulatory approval, Auka will provide DPF with a secured bridge loan of \$250,000 (the "**Bridge Loan**"), on terms to be set out in a definitive loan agreement and ancillary documentation (collectively, the "**Loan Documentation**") to be negotiated and entered into between Auka and DPF, each acting reasonably. The Bridge Loan shall be secured against all present and after-acquired property of DPF.
- (b) The Bridge Loan will mature on the date that is the earlier of (i) six (6) months from the date of the Loan Documentation and (ii) Closing. The Bridge Loan will bear interest at a rate of Prime Rate plus two percent (2%), subject to such other terms and conditions as will be set out in the Loan Documentation.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of DPF

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

- (a) DPF has been duly incorporated and is validly existing under the laws of the Province of Alberta and is current and up-to-date with all filings required to be made by it in such jurisdiction;
- (b) DPF has no other Subsidiaries other than the DPF Subsidiaries, each DPF Subsidiary of which is a wholly-owned Subsidiary of DPF;
- (c) DPF has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;
- (d) the authorized capital of DPF consist of an unlimited number of DPF Class A Shares, DPF Class B Shares, DPF Class C Preferred Shares and DPF Class D Preferred Shares, of which, at the date hereof, there are 6,327,821 DPF Class A Shares issued and outstanding and 227,990 DPF Class B Shares issued and outstanding on a non-diluted basis; except for such DPF Common Shares, DPF has no other securities issued and outstanding at the date hereof;
- (e) none of the DPF Group is a party to or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any DPF Shares or any shares, or securities convertible into shares, in any DPF Subsidiary, other than for the DPF Shares currently issued and outstanding, or securities convertible into or exchangeable for DPF Shares other than under the terms of the DPF Convertible Debt;
- (f) none of the DPF Group is a reporting issuer or an associate of any reporting issuer (as defined in the *Securities Act* (Alberta) or the *Securities Act* of any other province of Canada) and none of the DPF Shares trade on any exchange;
- (g) the DPF Group has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by the DPF Group on a consolidated basis, and to own its assets, and is in compliance in all material respects with such certificates, authorities, permits or licenses. DPF has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of DPF on a consolidated basis;
- (h) the DPF Group is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, other than those reflected or reserved against it in the DPF Financial Statements;

- (i) each of the Documents has been or at the Effective Time will be, duly authorized, and with respect to this Agreement, executed and delivered by DPF and constitutes a valid and binding obligation of DPF enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of DPF, other than the submission of the Amalgamation to the DPF Voting Shareholders, is necessary to authorize this Agreement and the transactions contemplated hereby;
- (j) the entering into and the performance by DPF of the Business Combination contemplated in the Documents: (a) do not require any consent, approval, authorization or order of any court or governmental agency, body or Governmental Authority, except that which may be required under applicable corporate and securities legislation and the policies of the TSXV; (b) will not contravene any statute or regulation of any Governmental Authority which is binding on DPF where such contravention would have a Material Adverse Effect; and (c) will not result in the 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 the constating documents, by-laws or resolutions of DPF or any mortgage, note, indenture, contract or agreement instrument, lease or other document to which any of the DPF Group is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;
- (k) there is no action, suit, litigation, arbitration, investigation, inquiry or other proceeding in progress, or, to the best of DPF's knowledge, pending or threatened against or relating to the DPF Group or its material assets and there is no circumstance, matter or thing known to DPF which might give rise to any such proceeding or to any governmental investigation relative to the DPF Group and there is not outstanding against the DPF Group or in respect of its material assets, any judgment, decree, injunction, rule or order of any court, government department, commission, agency or arbitrator that would have a Material Adverse Effect;
- (l) the audited financial statements of DPF for the years ended December 31 2022 and 2023 and the notes thereto (the "**DPF Financial Statements**") present fairly, in all material respects, the financial position of the DPF Group as at such date, and do not omit to state any material fact that is required by applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading. DPF further represents that these statements will be true and correct as at the dates thereof and will be prepared in accordance with IFRS;
- (m) except as disclosed in the DPF Financial Statements, there are no plans for retirements, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation incentive or otherwise contributed to or required to be contributed to, by DPF for the benefit of any current or former director, officer, employee or consultant of the DPF Group ;
- (n) the DPF Group maintains insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses;

- (o) the DPF Group does not have any agreements in place with any of its officers, directors, employees or contractors that will trigger change of control and/or acceleration provision payouts in connection with the closing of the transactions contemplated herein;
- (p) DPF is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the DPF Group ;
- (q) DPF owns and possesses adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the best of DPF's knowledge, after due inquiry, DPF is not infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and, no person has infringed any such trademark, patents, copyrights or trade secrets;
- (r) there are no material liabilities of the DPF Group whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the DPF Financial Statements except for those incurred in the ordinary course of business as of the date hereof;
- (s) all taxes (including income taxes, capital tax, payroll taxes, employer health taxes, workers' compensation payments, property taxes, sales, use, goods and services taxes, value-added taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the DPF Group have been paid or provision made therefor in the DPF Financial Statements except where the failure to pay such Taxes would not result in a Material Adverse Effect for the DPF Group . All tax returns, declarations, remittances and filings required to be filed by the DPF Group have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of DPF, no examination of any tax return of the DPF Group is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by the DPF Group . There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to the DPF Group ;
- (t) there is no person, firm or company acting or purporting to act at the request of DPF who is or will be entitled to any brokerage or finder's fee in connection with the transactions contemplated herein, except for the Agent in connection with the Financing;
- (u) the DPF Group has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation, and the DPF Group has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the licenses, leases or other instruments conferring rights to the DPF Group for the conduct of their business;
- (v) to the knowledge of DPF, after due inquiry, all activities of the DPF Group have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws;

- (w) to the knowledge of DPF, any and all material agreements pursuant to which the DPF Group holds any of their material assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, the DPF Group isn't in default of any of the material provisions of any such agreements including, without limitation, failure to fulfil any payment or work obligation thereunder nor has any such default been alleged, DPF is not aware of any material disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licenses and concessions pursuant to which the DPF Group derives its interests in such material assets are in good standing and there has been no material default under any such leases, licenses and concessions and all real or other property taxes required to be paid with respect to such assets to the date hereof have been paid;
- (x) except as disclosed in the DPF Financial Statements, the DPF Group does not have any loan or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada));
- (y) to the knowledge of DPF, there are no outstanding labour disputes, (whether filed or lodged with the DPF Group or any other person or organization), pending labour disruptions or pending unionization with respect to the DPF Group ;
- (z) none of the DPF Group is bound by or a party to any collective bargaining agreement;
- (aa) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which DPF is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of DPF or the payment of dividends by DPF to the holders of their securities;
- (bb) except as disclosed in the DPF Financial Statements, the DPF Group is not a party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money ("**Debt Instrument**") or any agreement contract or commitment to create, assume or issue any Debt Instrument;
- (cc) the DPF Group is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the DPF Group to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of the DPF Group or which would prohibit or restrict DPF from entering into and completing the Business Combination;
- (dd) the DPF Group is not a party to any agreement, nor is DPF aware of any agreement, which in any manner affects the voting control of any of the DPF Shares or other securities of the DPF Group;
- (ee) DPF is not aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of the DPF Group or the legal environment under which the DPF Group operates;
- (ff) no representation, warranty or statement of DPF in this Agreement contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading; and

- (gg) the corporate records and minute books of the DPF Group contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since their respective dates of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.

3.2 Representations and Warranties of Auka

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

- (a) Auka has been duly incorporated and is validly existing under the laws of the Province of Alberta and is current and up-to-date with all filings required to be made by it in such jurisdiction;
- (b) Auka has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;
- (c) the authorized capital of Auka consists of an unlimited number of Auka Shares, of which 12,500,000 Auka Shares are currently issued and outstanding, on a non-diluted basis; except for such Auka Shares and the Auka Options, Auka has no other securities outstanding nor is it a party to or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Auka Shares or securities convertible into or exchangeable for Auka Shares;
- (d) on the Effective Date, the Resulting Issuer Shares will be duly and validly issued and outstanding as fully paid and non-assessable;
- (e) since August 5, 2021, Auka has not entered into any contract in respect of its business or assets, other than in the ordinary course of business, and has continued to carry on its business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and without limitation but subject to the above exceptions, has maintained payables and other liabilities at levels consistent with past practice, not engaged or committed to engage in any extraordinary material transactions and has not made or committed to make distributions, dividends or special bonuses;
- (f) Auka is a reporting issuer, or the equivalent thereof, in the provinces of Alberta, British Columbia and Ontario (collectively, the "**Reporting Jurisdictions**") and is not currently in default of any requirement of the applicable laws of each of the Reporting Jurisdictions and other regulatory instruments of the Securities Authorities in such provinces;
- (g) Auka is in compliance in all material respects with all its disclosure obligations under applicable Laws and all documents filed by Auka pursuant to such obligations are in compliance in all material respects with applicable Laws and, other than in respect of documents that have been amended or refiled 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 light of the circumstances under which they were made, not misleading;
- (h) Auka has no associates (as defined in the *Securities Act (Alberta)*) and is not a partner, cotenant, joint venturer or otherwise a participant in any partnership, joint venture, cotenancy or other similarly joint owned business;

- (i) Auka has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by it and to own its assets and is in compliance in all material respects with such certificates, authorities, permits or licenses. Auka has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Auka;
- (j) each of the Documents has been, or at the Effective Time will be, duly authorized and, with respect to this Agreement, executed and delivered by Auka and constitutes a valid and binding obligation of Auka enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Auka, other than the approval of the matters for which shareholder approval is to be sought at the Auka Meeting in accordance with this Agreement, is necessary to authorize this Agreement and the transactions contemplated hereby;
- (k) the entering into and the performance by Auka and Subco of the transactions contemplated in the Documents:
 - (i) do not require any consent, approval, authorization or order of any court or governmental agency or body, except that which may be required under applicable corporate and securities legislation and the policies of the TSXV;
 - (ii) will not contravene any statute or regulation of any governmental authority which is binding on Auka or Subco where such contravention would have a Material Adverse Effect; and
 - (iii) will not result in the 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 the constating documents, by-laws or resolutions of Auka or Subco or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Auka or Subco is or will be a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;
- (l) there are no legal or governmental proceedings pending or, to the knowledge of Auka, contemplated or threatened, to which Auka is a party or to which the property of Auka is subject;
- (m) the audited financial statements of Auka as at December 31, 2023 (the "**Auka Financial Statements**") filed with the Alberta Securities Commission, the British Columbia Securities Commission and the Ontario Securities Commission (collectively, the "**Commissions**"), as applicable, fairly present, in accordance with IFRS, consistently applied, the financial position of Auka at the date thereof and the results of the operations of Auka for the periods then ended reflect all assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Auka from the position set forth in the Auka Financial Statements, and since that date there have been no material facts, transactions, events

or occurrences which could materially affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of Auka;

- (n) other than the temporary suspension over trading of Auka Shares issued on April 24, 2024, no securities commission or similar regulatory authority or the TSXV has issued any order which is currently outstanding, preventing or suspending filing or trading of any securities of Auka, and no such proceeding is, to the knowledge of Auka, pending, threatened or contemplated. The information and statements set forth in the public record filed with the Commissions are true, correct and complete, and do not contain any misrepresentation as of the date of such information or statement, and no material adverse changes have occurred in relation to Auka which are not disclosed in the public record filed with the Commissions, and Auka has not filed any confidential material change reports which are still maintained on a confidential basis;
- (o) Auka has no outstanding material liability, whether direct, indirect, absolute or contingent or otherwise, which is not reflected in the Auka Financial Statements;
- (p) except as disclosed to DPF in writing and as will be disclosed in the Filing Statement, Auka has not entered into any material contract as of the date hereof;
- (q) except as disclosed in the Auka Financial Statements, Auka has not engaged in any transaction with any non-arm's length person;
- (r) all Taxes due and payable by Auka have been paid or provision made therefor in the financial statements of Auka except for where the failure to pay such Taxes would not result in a Material Adverse Effect for Auka. All tax returns, declarations, remittances and filings required to be filed by Auka have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Auka, no examination of any tax return of Auka is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by Auka. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Auka;
- (s) there is no person, firm or company acting or purporting to act at the request of Auka who is entitled to any brokerage or finder's fee in connection with the transactions contemplated in the Documents;
- (t) Auka has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation and Auka has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any concessions, licenses, leases or other instruments conferring rights to Auka;
- (u) other than any non-compliance which would not result in a Material Adverse Effect in respect of Auka, to the knowledge of Auka, after due inquiry all activities of Auka have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws;
- (v) Auka is not bound by or a party to any employment contracts. No current or former director, officer, shareholder, employee or independent contractor of Auka or any person

not dealing at arm's length within the meaning of the *Income Tax Act* (Canada) with any such person is indebted to Auka;

- (w) since the date of its incorporation Auka has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on Auka Shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any Auka Shares or securities or agreed to do any of the foregoing;
- (x) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Auka is a party any restriction upon or impediment to, the declaration or payment of dividends by the directors of Auka or the payment of dividends by Auka to the holders of its securities;
- (y) Auka is not a party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument;
- (z) except to the extent that Auka must comply with the policies of the TSXV, Auka is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Auka to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Auka or which would prohibit or restrict Auka from entering into and completing the Business Combination;
- (aa) Auka is not a party to any agreement nor is Auka aware of any agreement, which in any manner affects the voting control of any of the securities of Auka;
- (bb) Auka is not aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Auka;
- (cc) there are no actions, suits or proceedings, whether or not purportedly on behalf of Auka, outstanding or, to the best of the management of Auka's knowledge, pending or threatened by or against Auka at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, bureau, agency or arbitrator that would have a Material Adverse Effect on Auka;
- (dd) the corporate records and minute books of Auka contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;
- (ee) no representation, warranty or statement of Auka or Subco in the Documents contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading; and
- (ff) Auka does not maintain any insurance.

3.3 Survival

For greater certainty, the representations and warranties of each of DPF and Auka contained herein shall survive the execution and delivery of this Agreement and shall terminate and be extinguished on the earlier of the termination of this Agreement in accordance with its terms and the Effective Time.

ARTICLE 4 CONDUCT OF BUSINESS

4.1 Conduct of Business by the Parties

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, each of the Parties covenants and agrees that, during the period from the date hereof until the earlier of either the Effective Date or the time that this Agreement is terminated by its terms, unless each of the other Parties shall otherwise agree in writing:

- (a) it shall, and shall cause its Subsidiaries (as applicable) to conduct business in, and not take any action except in, the usual and ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and it shall and shall cause its Subsidiaries (as applicable) to use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and it shall not, and shall cause its Subsidiaries (as applicable) to not, without the prior written consent of the other Parties, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and without limitation but subject to the foregoing, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any extraordinary material transactions and shall not make or commit to make distributions, dividends or special bonuses, without the prior written consent of the other Parties; and
- (b) other than as contemplated by this Agreement or in connection with the Financing (as applicable), it shall not directly or indirectly do or permit to occur any of the following:
 - (i) alter or amend its Governing Documents;
 - (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person other than inter-corporate loans and advances;
 - (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire shares other than, in the case of DPF: (A) the issuance of DPF Shares upon the exercise or settlement of any DPF Convertible Debt, and, in the case of Auka: (X) in connection with the Financing;
 - (iv) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;
 - (v) redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;
 - (vi) split, combine or reclassify any of its shares;
 - (vii) incur or commit to incur any indebtedness for borrowed money or issue any debt securities, other than in the ordinary course of business consistent with past practice, in the case of DPF;
 - (viii) engage in any business enterprise or other activity different from that carried on as of the date hereof;

- (ix) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of itself or any of its Subsidiaries (as applicable); or
- (x) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above and in the ordinary course of business consistent with past practice.

4.2 Conduct of Business by DPF

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, DPF covenants and agrees that, during the period from the date hereof until the earlier of either the Effective Date or the time that this Agreement is terminated by its terms, unless Auka shall otherwise agree in writing:

- (a) other than as contemplated by this Agreement or in connection with the Financing, it shall not directly or indirectly do or permit to occur any of the following:
 - (i) issue or modify any equity or debt securities or rights to acquire securities; or
 - (ii) enter into or modify any employment, severance, collective bargaining or similar agreements, policies or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any of its employees, officers or directors, other than pursuant to agreements in effect (without amendment) on the date hereof or in the ordinary course of business.

4.3 Conduct of Business by Auka

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, Auka covenants and agrees that, during the period from the date hereof until the earlier of either the Effective Date or the time that this Agreement is terminated by its terms, unless DPF shall otherwise agree in writing:

- (a) other than as contemplated by this Agreement or in connection with the Financing, it shall not directly or indirectly do or permit to occur any of the following:
 - (i) issue or modify any securities or rights to acquire securities, other than pursuant to the exercise of the Auka Options;
 - (ii) undertake any business, other than in connection with the completion of the transactions contemplated herein and the entering into of this Agreement;
 - (iii) acquire, directly or indirectly, any assets, including but not limited to securities of other companies; or
 - (iv) approve, authorize or implement any change to the business, financial condition or management of Auka.

ARTICLE 5 COVENANTS

5.1 Waiver of Notice of Subco Shareholder Meeting and Resolution in Lieu of Meeting by Auka

Auka, as sole shareholder of Subco, shall waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and shall sign a resolution in writing of the sole shareholder of Subco approving the Amalgamation.

5.2 Representations and Warranties

- (a) DPF covenants and agrees that, from the date hereof until the termination of this Agreement, it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in section 3.1 hereof being untrue in any material respect.
- (b) Auka covenants and agrees that, from the date hereof until the termination of this Agreement, it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in section 3.2 hereof being untrue in any material respect.

5.3 Notice of Material Change

- (a) From the date hereof until the termination of this Agreement, each Party shall promptly notify the other Party in writing of:
 - (i) any material change (actual, anticipated, contemplated or, to the knowledge of such Party or any of its Subsidiaries (as applicable), threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Party and its Subsidiaries (as applicable), taken as whole;
 - (ii) any change in the facts relating to any representation or warranty set out in sections 3.1 or 3.2 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or
 - (iii) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of hereof.
- (b) Each of the Parties shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or, to its knowledge of its or any of its Subsidiaries (as applicable), threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other pursuant to this Section.

5.4 Non-Solicitation

None of the Parties shall solicit any offers to purchase its shares or assets and neither of Auka nor DPF will initiate or encourage any discussions or negotiations with any third party with respect to such a transaction or amalgamation, merger, take-over, plan of arrangement or similar transaction during the period commencing on the date hereof and ending on the termination of this Agreement (excluding, for greater certainty, any solicitations by DPF or Auka of offers to purchase subscription

receipts under the Financing). The Parties shall immediately cease and cause to be terminated any existing discussions or negotiations with any third party related to any of the foregoing. In the event any of the Parties is approached in respect of any such transaction, it shall immediately notify the other.

5.5 Other Covenants

Each of the Parties covenants and agrees that it shall:

- (a) use all commercially reasonable efforts to consummate the Business Combination and all matters described in the Filing Statement, subject only to the terms and conditions hereof and thereof;
- (b) use all commercially reasonable efforts to obtain all appropriate Regulatory Approvals;
- (c) not, other than in connection with the Business Combination, split, consolidate or reclassify any of its outstanding securities, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding securities; and
- (d) not, other than in connection with the Business Combination, reorganize, amalgamate or merge with any other person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities or substantially all of the assets of or otherwise, any business or Person which acquisition or other transaction would reasonably be expected to prevent or materially delay the Business Combination contemplated hereby.

ARTICLE 6 MUTUAL COVENANTS

6.1 Other Filings

The Parties shall, as promptly as practicable hereafter, prepare and file all filings required under any securities Laws, the rules of the TSXV or any other applicable Laws relating to the Business Combination contemplated hereby.

6.2 Additional Agreements

Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Business Combination contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals from other Parties to material agreements, leases and other contracts or agreements;
- (b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Business Combination contemplated hereby;
- (c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Business Combination contemplated hereby;
- (d) to effect all necessary registrations and other filings and submissions of information requested by the TSXV;

- (e) to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities; and
- (f) to fulfill all conditions and satisfy all provisions of this Agreement.

For purposes of the foregoing, the obligation to use "**commercially reasonable efforts**" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other Parties.

ARTICLE 7 CONDITIONS AND CLOSING MATTERS

7.1 Mutual Conditions Precedent

The respective obligations of the Parties hereto to complete each step of the Business Combination contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may be waived only by the mutual consent of the Parties:

- (a) the Parties shall have received all necessary regulatory, court and third-party consents, orders (if any, both interim and final), approvals and authorizations as may be required, in respect of the Business Combination and the Financing, including, but without limitation, approvals of the TSXV and commission(s), all such consents and approvals to be on terms and conditions acceptable to both Parties;
- (b) the Resulting Issuer, upon completion of the Business Combination, shall meet the minimum original listing requirements of the TSXV and the Business Combination, including the issuance of the Resulting Issuer Shares pursuant thereto, shall have been approved and accepted as Auka's "Qualifying Transaction" in accordance with Policy 2.4 of the TSXV;
- (c) the transactions contemplated herein being effective on or before the date that is 120 calendar days from the execution of this Agreement;
- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the Business Combination;
- (e) Auka shall have completed the Auka Name Change;
- (f) this Agreement shall not have been terminated pursuant to Article 8;
- (g) all Regulatory Approvals and corporate approvals shall have been obtained;
- (h) each Party shall not have entered into any transaction or contract which would have a material effect on the financial and operational condition, or the assets of each Party, excluding those transactions or contracts undertaken in the ordinary course of business, without first discussing and obtaining the approval of the other Party;
- (i) there shall have been no Material Breach by either of the Parties of the terms and conditions of this Agreement;
- (j) the requisite approval of the shareholders of DPF of the Amalgamation shall have been obtained;

- (k) the requisite approval of the shareholders of Auka of the Auka Name Change, the DPF Director Appointments and the appointment of EBT Chartered Professional Accountants as auditors shall have been obtained; and
- (l) the Financing shall have been completed on terms and conditions satisfactory to both Parties, acting reasonably.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then a Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by a Party of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

7.2 Additional Conditions Precedent to the Obligations of DPF

The obligations of DPF to complete the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of DPF and may be waived by DPF and any one or more of which, if not satisfied or waived, will relieve DPF of any obligation under this Agreement):

- (a) on or prior to the Effective Date, and effective upon completion of the Amalgamation, each of the directors and officers of Auka as are identified by DPF shall have tendered their resignations and provided mutual releases in a form acceptable to DPF and the board of directors of Auka, subject to the approval of the TSXV, shall have been reconstituted, and the officers shall have been appointed, as set forth in section 2.3 hereof;
- (b) no Material Adverse Change with respect to Auka shall have occurred between the date hereof and the Effective Date;
- (c) Auka shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Auka contained in this Agreement shall have been true and correct in all material respects as of the date hereof and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party shall have had three days to cure such misrepresentation, breach or non-performance), and the CEO of Auka or another officer satisfactory to DPF shall so certify immediately prior to the Effective Date;
- (d) the Auka board of directors, and the Subco board of directors as necessary, shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Auka to permit the consummation of the Business Combination and the transactions contemplated therewith; and
- (e) DPF shall have received from counsel to Auka favourable legal opinions concerning such matters with respect to the Business Combination as are customary in similar transactions and as DPF and its counsel may reasonably request.

If any of the above conditions shall not have been complied with or waived by DPF on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in section 7.2(c) hereof, DPF may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by DPF. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by DPF of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, DPF shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

7.3 Additional Conditions Precedent to the Obligations of Auka

The obligations of Auka to complete each step of the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Auka and may be waived by Auka and any one or more of which, if not satisfied or waived, will relieve Auka of any obligation under this Agreement):

- (a) no Material Adverse Change with respect to the DPF Group shall have occurred between the date hereof and the Effective Date;
- (b) DPF shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of DPF contained in this Agreement shall have been true and correct in all material respects as of the date hereof and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party shall have had three days to cure such misrepresentation, breach or nonperformance), and the Chief Executive Officer of DPF or another officer satisfactory to Auka shall so certify immediately prior to the Effective Date;
- (c) the board and the shareholders of DPF shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by DPF, including the holding of the DPF Meeting, to permit the consummation of the Amalgamation, the Business Combination and the transactions contemplated therewith;
- (d) DPF shall have received all consents, approvals or waivers for the transactions contemplated herein, as required, from all counterparties to the Material Contracts and the Subject Agreements, in accordance with the terms of the Material Contracts and the Subject Agreements, respectively;
- (e) the number of DPF Shares in respect of which DPF Shareholders dissented in connection with the resolutions authorizing the Amalgamation shall not exceed 5% of the number of issued and outstanding DPF Shares;
- (f) Auka shall have received from counsel to DPF favourable legal opinions concerning such matters with respect to the Business Combination as are customary in similar transactions and as Auka and its counsel may reasonably request;
- (g) the number of issued and outstanding DPF Shares will, excluding DPF Shares issued or issuable pursuant to the Financing and excluding DPF Shares issued as described in Section 7.3(h), be 6,555,811 DPF Shares; and

- (h) all DPF Convertible Debt shall have been repaid in full through the issuance of an aggregate of 3,979,199 DPF Class A Shares.

If any of the above conditions shall not have been complied with or waived by Auka on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in section 7.3(b) hereof, Auka may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Auka or Subco. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Auka or Subco of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, neither Party shall rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

7.4 Merger of Conditions

The conditions set out in sections 7.1, 7.2 and 7.3 hereof shall be conclusively deemed to have been satisfied, waived or released by the Parties on the filing of the Articles of Amalgamation with the Registrar and such other documents as are required to be filed under the ABCA for acceptance by the Registrar to give effect to the Amalgamation.

7.5 Closing Matters

The completion of the transactions contemplated under this Agreement shall be effected via electronic exchange or at the offices of Auka's counsel, Gowling WLG (Canada) LLP, at 10:00 a.m. (Calgary time) on the Effective Date.

ARTICLE 8 TERMINATION, AMENDMENT AND DISSENTING SHAREHOLDERS

8.1 Termination

This Agreement may be terminated by written notice promptly given to the other Party hereto, at any time prior to the Effective Date:

- (a) by mutual agreement in writing by the Parties; or
- (b) as set forth in sections 7.1, 7.2 and 7.3 of this Agreement.

8.2 Effect of Termination

In the event of the termination of this Agreement as provided in section 8.1 hereof, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Auka or DPF hereunder except as set forth in section 8.3 hereof and this section 8.2, which provisions shall survive the termination of this Agreement. Nothing herein shall relieve any Party from liability for any breach of this Agreement.

8.3 Fees and Expenses

Each of DPF and Auka shall pay its own costs and expenses (including all legal, accounting and financial advisory fees and expenses) incurred in connection with the completion of the Business Combination, including without limitation, expenses related to the preparation, execution and delivery of all agreements including, without limitation, this Agreement and other documents referenced herein, (and for greater certainty), Auka shall be responsible for paying all costs and fees payable to the TSXV in connection with its review of the Business Combination, all listing fees incurred or to be incurred in connection with the completion of the Business Combination and all costs and fees associated with the

preparation and filing of the Filing Statement or information circular, as may be required by the TSXV. DPF shall be responsible for paying all costs and fees associated with obtaining all applicable consents, approvals or waivers for the transactions contemplated herein, associated with the Material Contracts and the Subject Agreements.

8.4 Amendment

This Agreement may, at any time on or before the Effective Date be amended by mutual agreement between the Parties hereto. This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the Parties hereto.

8.5 Dissenting Shareholders

On the earlier of the Effective Date, the making of an agreement between a Dissenting Shareholder and DPF for the purchase of their Dissenting DPF Class A Shares or the pronouncement of a court order pursuant to Section 191 of the ABCA, a Dissenting Shareholder shall cease to have any rights as a DPF Shareholder other than the right to be paid the fair value of its Dissenting DPF Class A Shares in the amount agreed to or as ordered by the court, as the case may be. Notwithstanding anything in this Agreement to the contrary, Dissenting DPF Class A Shares which are held by a Dissenting Shareholder shall not be exchanged for post-Consolidation Auka Shares on the Effective Date as provided in section 2.1 hereof. However, in the event that a Dissenting Shareholder fails to perfect or effectively withdraws the Dissenting Shareholder's claim under Section 191 of the ABCA or otherwise forfeits the Dissenting Shareholder's right to make a claim under Section 191 of the ABCA, the Dissenting Shareholder's Dissenting DPF Class A Shares shall thereupon be deemed to have been exchanged as of the Effective Date for Resulting Issuer Shares on the basis set forth in section 2.1 hereof.

8.6 Waiver

A Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfillment of any of its conditions contained herein or (iii) waive inaccuracies in another Party's representations or warranties contained herein or in any document delivered by the other Party hereto; 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.

ARTICLE 9 GENERAL

9.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by e-mail or sent by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

if to DPF:

Dr. Phone Fix Canada Limited
10123 99 St NW #2500
Edmonton, AB T5J 3H1

Attention: Piyush Sawhney
E-mail: piyush.sawhney@docphonefix.com

with a copy to:

Barr LLP
10123 99 St NW #2500
Edmonton, AB T5J 3H1

Attention: Graham Barr
E-mail: graham@barrllp.com

if to Auka or Subco:

Auka Capital Corp.
Suite 1600, 421-7 ave SW
Calgary, Alberta T2P 4K9

Attention: Rob Cole
E-mail: rcole@tytataholdings.com

with a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 421-7 ave SW
Calgary, Alberta T2P 4K9

Attention: Andrew Wong
Facsimile: (403) 298 1083
E-mail: andrew.wong@gowlingwlg.com

9.2 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.

9.3 Complete Agreement

This Agreement sets forth the entire understanding between the Parties hereto and supersedes all prior agreements (including the Previous Agreement), arrangements and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

9.4 Further Assurances

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

9.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity

or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.6 Counterpart 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.

9.7 Investigation by Parties

No investigations made by or on behalf of either Party or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other Party in or pursuant to this Agreement.

9.8 Public Announcement; Disclosure and Confidentiality

- (a) Unless and until the transactions contemplated in this Agreement will have been completed, none of the Parties shall make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between them relating to the matters contemplated herein without the prior consent of the other Parties, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.
- (b) All information provided to or received by the Parties shall be treated as confidential ("**Confidential Information**"). Subject to the provisions of this Section, no Confidential Information shall be published by any Party without the prior written consent of the other, but such consent in respect of the reporting of factual data shall not be unreasonably withheld. The consent required by this Section shall not apply to a disclosure to: (a) comply with any applicable laws, stock exchange rules or a regulatory authority having jurisdiction; (b) a director, officer or employee of a Party; (c) an affiliate (within the meaning of the ABCA) of a Party; (d) a consultant, contractor or subcontractor of a Party that has a bona fide need to be informed; or (e) any third party to whom the disclosing Party may assign any of its rights under this Agreement; provided, however, that in the case of subsection (e) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them.
- (c) The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing Party can show by reasonable documentary evidence or otherwise: (a) as of the date hereof, was in the public domain; (b) after the date hereof, was published or otherwise became part of the public domain through no fault of the disclosing Party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or (c) was information that the disclosing Party or its affiliates were required to disclose pursuant to the order of any Governmental authority or judicial authority.
- (d) At the request of the disclosing Party, the recipient of the Confidential Information (the "**Recipient**") shall promptly return all documents and material provided to the Recipient or its representative, as well as all notes, summaries or copies of such material, or at a disclosing Party's direction, certified in writing that all such documents or materials were destroyed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

DR. PHONE FIX CANADA LIMITED

Per: (signed) "*Piyush Sawhney*"

Piyush Sawhney

Chief Executive Officer

AUKA CAPITAL CORP.

Per: (signed) "*Robert Cole*"

Robert Cole

Chief Executive Officer

**SCHEDULE A
AMALGAMATION AGREEMENT**

(Attached)

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of [●], 2024

AMONG:

AUKA CAPITAL CORP.,

a corporation incorporated under the laws of the Province of Alberta
("Auka")

- and -

2629911 ALBERTA INC.

a corporation incorporated under the laws of the Province of Alberta
("Subco")

- and -

DR. PHONE FIX CANADA LIMITED,

a corporation incorporated under the laws of the Province of Alberta
("DPF")

WHEREAS DPF and Auka have agreed to combine their businesses and assets pursuant to the Business Combination Agreement;

AND WHEREAS DPF and Subco are each incorporated under the ABCA;

AND WHEREAS Subco is a wholly-owned subsidiary of Auka;

AND WHEREAS the authorized capital of DPF consists of an unlimited number of DPF Class A Shares, DPF Class B Shares, DPF Class C Preferred Shares and DPF Class D Preferred Shares, of which, at the date hereof, there are [●] DPF Class A Shares issued and outstanding and 227,990 DPF Class B Shares issued and outstanding;

AND WHEREAS the authorized capital of Auka consists of an unlimited number of Auka Shares, of which 12,500,000 Auka Shares are currently issued and outstanding;

AND WHEREAS pursuant to the Amalgamation, and subject to the terms of the Business Combination Agreement, DPF and Subco shall amalgamate and continue as Amalco, which shall become a wholly-owned subsidiary of Auka;

AND WHEREAS DPF, Auka and Subco have each made full disclosure to the other of all their respective assets and liabilities;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

1. Interpretation

In this Agreement, including the recitals hereto, the following words and expressions shall have the respective meanings ascribed to them below:

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

"**Agency Agreement**" means an agency agreement to be entered into between the Agent, DPF and Auka with respect to the Financing;

"**Agent**" means Canaccord Genuity Corp.;

"**Agent's Option**" means the Agent's option, exercisable at any time prior to the closing of the Financing, to increase the size of the Financing by up to fifteen percent (15%);

"**Agreement**" means this agreement, its recitals and exhibits, as the same may be amended, modified or supplemented from time to time;

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

"**Amalco Shareholder**" means a registered holder of Amalco Shares, from time to time, and "**Amalco Shareholders**" means all of such holders;

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

"**Amalgamating Corporations**" means DPF and Subco and "**Amalgamating Corporation**" means either of them as applicable;

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

"**Articles of Amalgamation**" means the articles of amalgamation giving effect to the Amalgamation to be filed with the Registrar, in accordance with the ABCA, pursuant to this Agreement, in the form annexed hereto as Exhibit "A";

"**Auka Name Change**" means, subject to the completion of the Amalgamation, a change in the name of Auka to " Dr. Phone Fix Corporation" or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of the Resulting Issuer;

"**Auka Options**" means the stock options to purchase Auka Shares, of which, as of the date hereof, there are 1,212,125 Auka Options issued and outstanding, all of which have an exercise price of \$0.10 per Auka Share;

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

"**Business Combination**" means the series of transactions, as detailed in the Business Combination Agreement, through which the businesses of DPF and Auka will be combined, including the Financing, the Amalgamation, the DPF Director Appointments and the Auka Name Change;

"**Business Combination Agreement**" means the amended and restated business combination agreement dated November 7, 2024, between DPF and Auka;

"**CDS**" means CDS Clearing and Depository Services Inc.;

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

"**Depository**" means such Person as Auka may appoint to act as depository in relation to the Business Combination, with the approval of DPF, acting reasonably;

"**Dissenting Shareholder**" means a registered holder of DPF Class A Shares who, in connection with the special resolution of the DPF Voting Shareholders approving the Amalgamation, has exercised the right to dissent pursuant to Section 191 of the ABCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its DPF Class A Shares and who has not withdrawn the notice of the exercise of such right as permitted by Section 191 of the ABCA;

"**DPF Class A Shares**" means the Class A Common Shares in the capital of DPF;

"**DPF Class B Shares**" means the Class B Common Shares in the capital of DPF;

"**DPF Class C Preferred Shares**" means the Class C Redeemable Preferred Shares in the capital of DPF;

"**DPF Class D Preferred Shares**" means the Class D Redeemable Preferred Shares in the capital of DPF;

"**DPF Common Shares**" means, collectively, the DPF Class A Shares and the DPF Class B Shares;

"**DPF Convertible Debt**" means, collectively, the 2249379 Alberta Ltd. Loan, the DPF Shareholder Loan and the DPF Private Loan;

"**DPF Director Appointments**" means, subject to the completion of the Amalgamation, the reconstitution of the board of directors of Auka to consist of 8 directors, as more particularly set out in Section **Error! Reference source not found.** of the Business Combination Agreement;

"**DPF Private Loan**" means the promissory note issued by DPF to Grewal Immigration Services Ltd., in the principal amount of \$500,000.00, dated March 31, 2024;

"**DPF Shareholder**" means a registered holder of any class of issued and outstanding DPF Shares, from time to time, and "**DPF Shareholders**" means all such holders;

"**DPF Shareholder Loan**" means the shareholder loan agreement between DPF, Anil Verma, Sunil Goel and Piyush Sawhney, pursuant to which DPF borrowed the sum of \$753,180.09, dated March 31, 2024;

"**DPF Shares**" means, collectively, the DPF Common Shares, the DPF Class C Preferred Shares and the DPF Class D Preferred Shares;

"**DPF Voting Shareholder**" means a registered holder of DPF Class A Shares, from time to time, and "**DPF Voting Shareholders**" means all such holders;

"**Effective Date**" means the date shown on the Certificate of Amalgamation;

"**Effective Time**" means 12:01 a.m. (Calgary time) on the Effective Date or such other time on the Effective Date as may be agreed by DPF and Auka;

"**fair value**" where used in relation to a DPF Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 191 of the ABCA or as agreed between DPF and the Dissenting Shareholder;

"Financing" means a brokered private placement by DPF of Financing Subscription Receipts for gross proceeds of up to \$3,500,000.00, at a price per security of \$1.37, pursuant to the terms of the Agency Agreement and subject to the Agent's Option;

"Financing Subscription Receipts" means the subscription receipts of DPF to be issued in connection with the Financing at a price of \$1.37 per subscription receipt, each exchangeable into one Financing Unit, subject to adjustment, without additional consideration;

"Financing Unit" means a notional unit issuable by DPF upon conversion of the Financing Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement(s), each of which shall consist of one DPF Class A Share and one-half of one Financing Warrant, subject to adjustment;

"Financing Warrants" means the common share purchase warrants of DPF issuable upon conversion of the Financing Subscription Receipts in accordance with the terms of the Subscription Receipt Agreement(s) and forming a part of the Financing Units, each Financing Warrant entitling the holder thereof to purchase one DPF Class A Share at an exercise price of \$2.28 per share for a period of 24 months following the date of issuance thereof;

"Governmental Authority" means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the TSXV;

"Letter of Transmittal" means a letter of transmittal to be sent to holders of DPF Shares for use in connection with the Amalgamation and in order to receive the Auka Shares to which they are entitled after giving effect to the Amalgamation;

"Parties" means DPF, Subco and Auka, and **"Party"** means each of them as applicable;

"Person" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"Registrar" means the means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under Section 263 of the ABCA;

"Resulting Issuer" means Auka upon completion of the Business Combination; as described in this Agreement, the Resulting Issuer will be a phone repair service supplier operating under the name "**Dr. Phone Fix Corporation**" or such other similar name as may be accepted by the relevant regulatory authorities and approved by its board of directors;

"Resulting Issuer Replacement Warrants" means the warrants of the Resulting Issuer to acquire Auka Shares to be issued in replacement of the Financing Warrants outstanding immediately prior to the Effective Time;

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

"Subco Shareholder" means the registered holder of Subco Shares, being Auka;

"Subscription Receipt Agreement(s)" means, as applicable, the subscription receipt agreement(s) to be entered into in connection with the Financing between, *inter alia*, DPF, Auka and the Agent;

"TSXV" means TSX Venture Exchange; and

"**2249379 Alberta Ltd. Loan**" means the loan agreement between DPF and 2249379 Alberta Ltd., pursuant to which DPF borrowed the sum of \$4,106,906.30, dated March 31, 2024.

2. Paramountcy

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

3. Agreement to Amalgamate

Each of the Parties hereby agrees to the Amalgamation such that the Amalgamating Corporations shall amalgamate to create and continue as Amalco under the provisions of Section 181 of the ABCA, on the terms and conditions set out in this Agreement.

4. Filing of Articles

Following the approval of this Agreement by the shareholders of the Amalgamating Corporations in accordance with the ABCA, and in accordance with the terms and conditions of the Business Combination Agreement, including the satisfaction or waiver of all conditions precedent set forth in the Business Combination Agreement, DPF shall file the Articles of Amalgamation with the Registrar as provided under the ABCA.

5. Conditions Precedent to the Amalgamation

The Amalgamation is subject to the satisfaction or waiver by the party entitled to make such waiver, of the conditions precedent set forth in Article 7 of the Business Combination Agreement. The signing and delivery of the Articles of Amalgamation by DPF and Subco shall be conclusive evidence that such conditions have been satisfied to the satisfaction of DPF and Auka, or waived by the party entitled to make such waiver, and that DPF and Subco may amalgamate in accordance with the provisions of this Agreement.

6. Amalgamation Events

Pursuant to the Amalgamation, on the Effective Date:

- (a) each issued and outstanding DPF Share held by each Dissenting Shareholder will become an entitlement to be paid the fair value of such share;
- (b) subject to Section 2.1(f) of the Business Combination Agreement:
 - (1) holders of outstanding DPF Shares (which for certainty will include DPF Shares issued in satisfaction of the DPF Convertible Debt) shall receive 11.4402330114547 Auka Shares for each DPF Share held; and
 - (2) each Financing Warrant outstanding immediately prior to the Effective Time shall be cancelled and, in consideration therefor, the holder of such Financing Warrant shall receive 11.4402330114547 Resulting Issuer Replacement Warrants for every Financing Warrant held;
- (c) each outstanding Subco Share will be exchanged for Amalco Shares on the basis of one (1) Amalco Share for each Subco share;
- (d) as consideration for the issuance of Auka Shares in exchange for the DPF Shares, Amalco shall issue to Auka one (1) Amalco Share for each Auka Share so issued;

- (e) DPF and Subco shall be amalgamated and continue as Amalco;
- (f) all of the property and assets of each of DPF and Subco shall be the property and assets of Amalco and Amalco shall be liable for all of the liabilities and obligations of each of DPF and Subco, including civil, criminal and quasi criminal, and all contracts, liabilities and debts of Subco and DPF;
- (g) all rights of creditors against the property, assets, rights, privileges and franchises of Subco and DPF and all liens upon their property, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of Subco and DPF shall thenceforth attach to and be enforced against Amalco;
- (h) no action or proceeding by or against Subco or DPF shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Amalco shall be substituted in such action or proceeding in place of Subco or DPF, as the case may be; and
- (i) Amalco will be a wholly-owned subsidiary of Auka;

7. Articles of Amalgamation

The Articles of Amalgamation of Amalco shall be in the form annexed hereto as Exhibit "A".

8. Name

The name of Amalco shall be such designating number as may be assigned to Amalco by the Registrar followed by the words "Alberta Ltd.", or such other name as mutually agreed to by the Parties.

9. Registered Office

Until changed in accordance with the ABCA, the registered office of Amalco shall be in the Province of Alberta.

10. Authorized Capital

The authorized capital of Amalco shall consist of an unlimited number of Amalco Shares, the rights, privileges, restrictions and conditions attaching to which shall be as set out in the Articles of Amalgamation annexed hereto as Exhibit "A".

11. Share Transfer Restrictions

The Amalco Shares shall be subject to restrictions on transfer as set out in the Articles of Amalgamation annexed hereto as Exhibit "A".

12. Business

There shall be no restrictions on the business which Amalco is authorized to carry on or the powers which Amalco may exercise.

13. Number of Directors

The board of directors of Amalco shall consist of not less than one (1) and not more than ten (10) directors, the exact number of which shall be determined by the directors from time to time.

14. First Directors

The first director of Amalco shall be the person whose name and residential address appears below:

<u>Name</u>	<u>Address</u>	<u>Resident Canada</u>
Piyush Sawhney	9635 45 th Ave NW, Building C, Edmonton, Alberta T6E 5Z8	Yes

The above director shall hold office from the Effective Date until the first annual meeting of Amalco Shareholders or until his successor is elected or appointed.

15. By-laws

The by-laws of Amalco shall be, to the extent not inconsistent with this Agreement, the by-laws of Subco, until repealed or amended.

16. Fractional Shares

No fractional Amalco Shares will be issued or delivered to any former DPF Shareholders or the former Subco Shareholder otherwise entitled thereto, if any. Instead, the number of Amalco Shares issued to each former holder of DPF Shares or Subco Shares will be rounded down to the nearest whole number.

17. Stated Capital

The stated capital account in the records of Amalco for the Amalco Shares shall be equal to the stated capital attributed to the DPF Shares and the Subco Shares, determined immediately before the Amalgamation.

18. Delivery of Securities Following Amalgamation as soon as Practicable After the Effective Date:

- (a) Amalco shall issue certificates representing the appropriate number of Amalco Shares to the former Subco Shareholder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by the former Subco Shareholder will be evidence of the former Subco Shareholder's right to be registered as a shareholder of Amalco. Share certificates formerly representing Subco Shares which are held by the former Subco Shareholder shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number Amalco Shares to which it is entitled pursuant to the terms hereof; and
- (b) in accordance with normal commercial practice, Auka shall issue or cause to be issued certificates, direct registration statements or electronic positions within CDS representing the appropriate number of Auka Shares (post-Auka Name Change) to the former DPF Shareholders (other than Dissenting Shareholders) by: (i) depositing such Auka Shares with the Depositary and/or the electronic positions representing such Auka Shares with CDS (in the name of the Depositary), as applicable, to satisfy the consideration issuable to such DPF Shareholders; and (ii) as soon as reasonably practicable after the Effective Date, causing the Depositary to forward to, or hold for pick-up by, each former DPF Shareholder that submitted a duly completed Letter of Transmittal or other evidence of entitlement to the Depositary, together with the certificate (if any) representing the DPF Shares held by such DPF Shareholder or such other evidence of ownership of such DPF Shares as is satisfactory to the Depositary, acting reasonably, (A) the certificates

representing the Auka Shares to which such DPF Shareholder is entitled, in accordance with its Letter of Transmittal (or other evidence of entitlement), or (B) confirmation of a non-certificated electronic position transfer in CDS representing the Auka Shares to which such DPF Shareholder is entitled, in accordance with its Letter of Transmittal. Share certificates formerly representing DPF Shares which are held by the former DPF Shareholders shall cease to represent any claim upon or interest in DPF other than the right of the registered holder to receive the number of Auka Shares to which it is entitled pursuant to the terms hereof.

19. Negative Covenants

From the date hereof to and including the Effective Date, each of DPF, Subco and Auka covenants that it will not:

- (a) reserve, allot, create, issue or distribute any of its securities, other than: (i) securities issuable upon the exercise, conversion or exchange of previously issued securities including, in the case of DPF, the DPF Convertible Debt; (ii) stock options granted under its stock option plan (if applicable); (iii) securities to be issued pursuant to employee purchase plans (if applicable); or (iv) securities to be issued in order to effect the transactions described in the Business Combination Agreement;
- (b) declare or pay dividends on any of its shares other than as has been publicly disclosed as of the date hereof or make any other issue, payment or distribution to the holders of its securities including, without limitation, the issue, payment or distribution of any of its assets or property to such holders;
- (c) authorize or take any action to amalgamate, merge, reorganize, effect an arrangement, liquidate, dissolve, wind-up or transfer all or substantially all of its undertaking or assets to another corporation or entity;
- (d) reclassify any outstanding securities or change such securities into other shares or securities or subdivide, redivide, reduce, combine or consolidate such securities into a greater or lesser number of securities, effect any other capital reorganization or amend the designation of or the rights, privileges, restrictions or conditions attaching to such securities, other than in order to effect the transactions described in the Business Combination Agreement;
- (e) amend its articles or by-laws, other than in order to effect the transactions described in the Business Combination Agreement; or
- (f) enter into any transaction, or take any other action, out of the ordinary course of its business, other than in order to effect the transactions described in the Business Combination Agreement.

20. Termination

Subject to the terms of the Business Combination Agreement, this Agreement may be terminated by the board of directors of each of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the issuance of the Certificate of Amalgamation. If this Agreement is terminated pursuant to this Section, this Agreement shall forthwith become void and of no further force and effect.

21. Governing Law

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

22. Further Assurances

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Amalgamation Agreement.

23. Time of the Essence

Time shall be of the essence of this Agreement.

24. Amendments

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

25. Counterparts

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

AUKA CAPITAL CORP.

Per: _____
Robert Cole
Chief Executive Officer

2629911 ALBERTA INC.

Per: _____
Robert Cole
Director

DR. PHONE FIX CANADA LIMITED

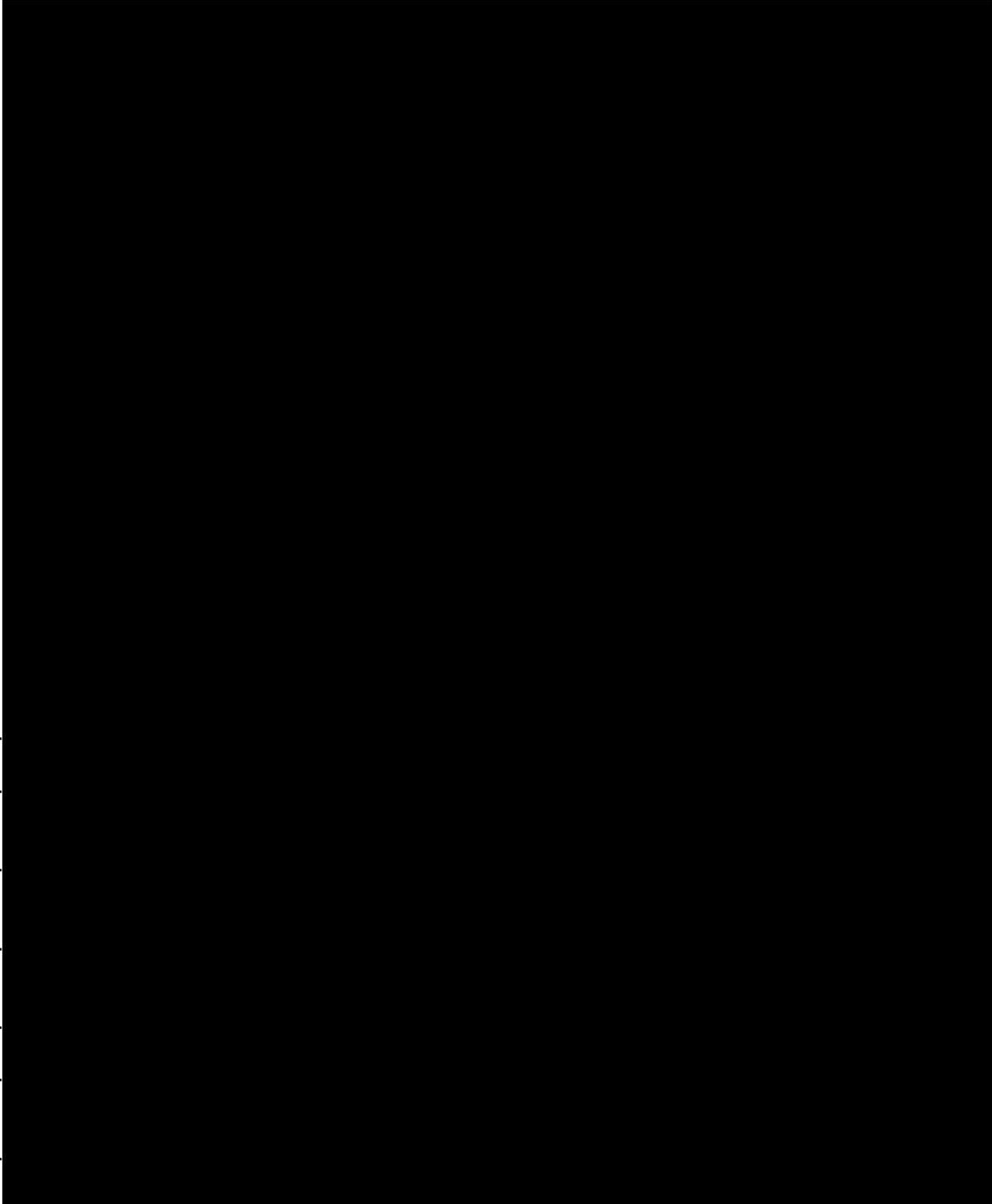
Per: _____
Piyush Sawhney
Chief Executive Officer

**SCHEDULE B
SUBJECT AGREEMENTS**

Capitalized terms used in this Schedule B not otherwise defined shall have the meaning ascribed thereto in the amended and restated business combination agreement, which this Schedule B is attached to.

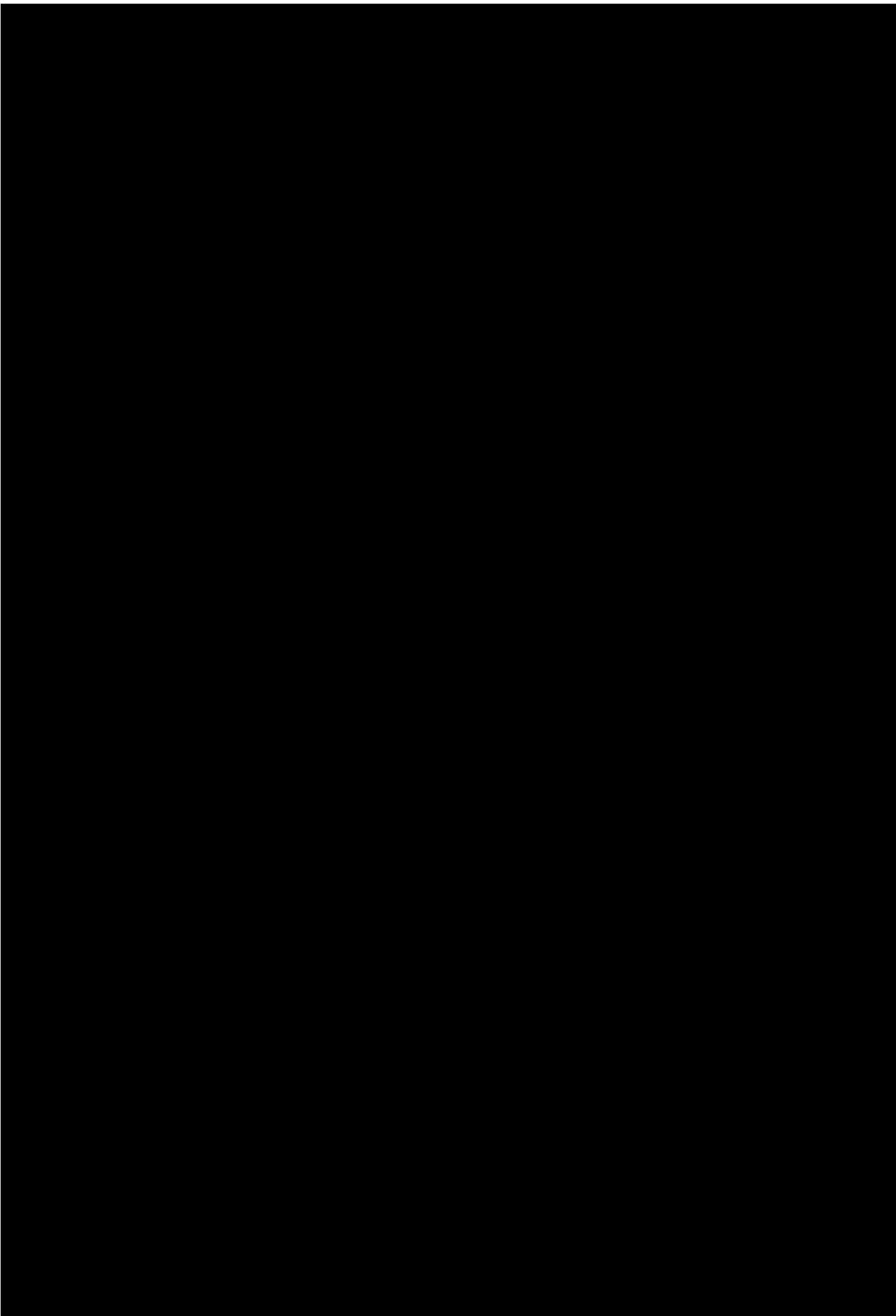
Leases

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Parties to leases redacted per confidentiality terms of leases.

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Parties to leases redacted per confidentiality terms of leases.

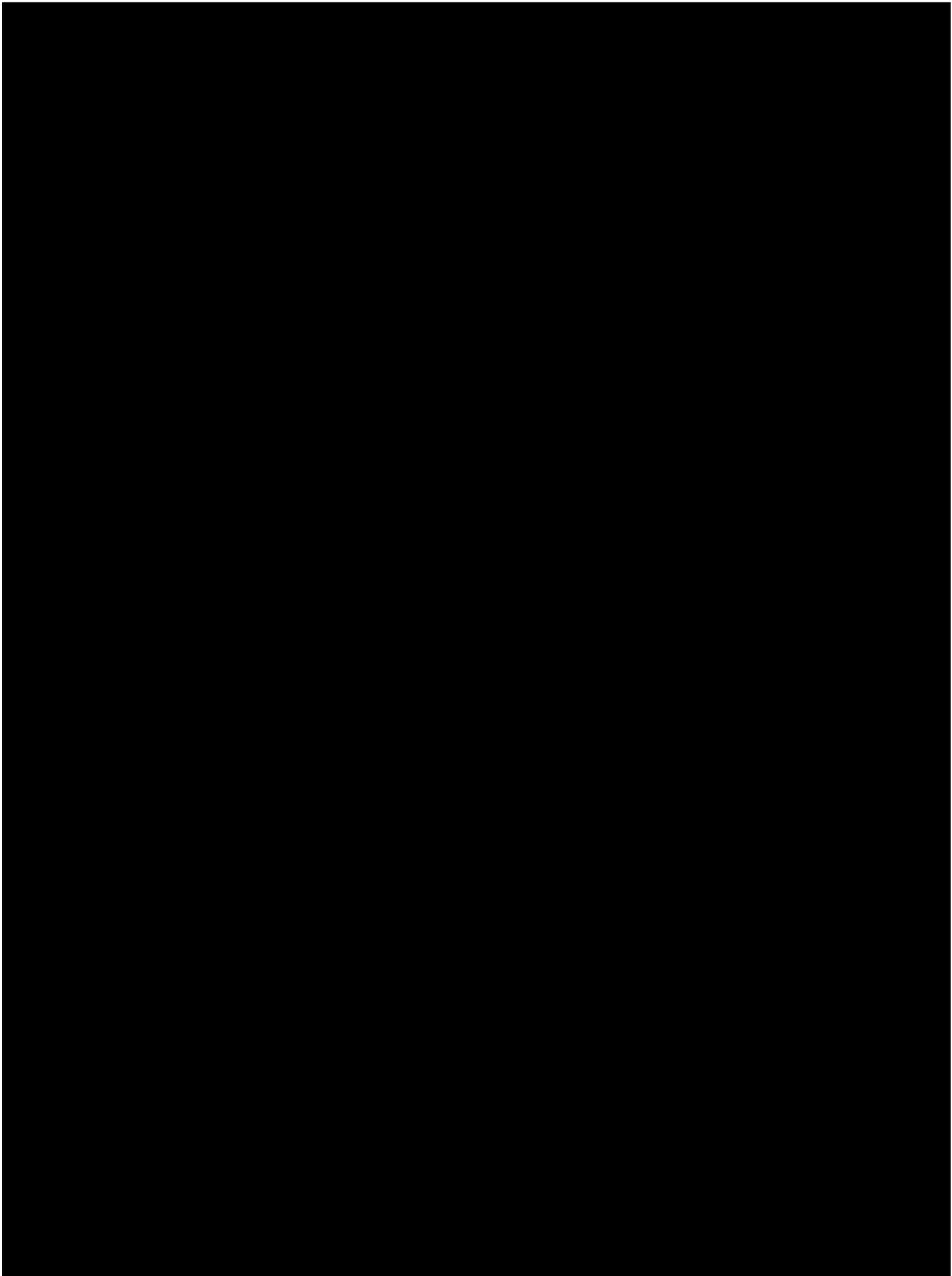
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Bank Loans

Parties to leases redacted per confidentiality terms of leases.

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Names of Bank Loan Agreements and parties thereto redacted.

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Other

Names of Bank Loan Agreements and parties thereto redacted.

1. Any other agreements between any of the DPF Group and a third party pursuant to which notice, change of control or ownership structure must be provided to such third party or consent of such third party is required in the context of the transactions contemplated by the Agreement.