

BUSINESS COMBINATION AGREEMENT

AMONG:

AIM EXPLORATIONS LTD.

- and -

DMG BLOCKCHAIN SOLUTIONS INC.

- and -

1139957 B.C. LTD.

Dated November 6, 2017

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BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT dated November 6, 2017 is made

A M O N G:

AIM EXPLORATIONS LTD., a corporation existing under the *Business Corporations Act (British Columbia)*

(hereinafter referred to as “**AIM**”)

- and -

DMG BLOCKCHAIN SOLUTIONS INC., a corporation existing under the *Business Corporations Act (British Columbia)*

(hereinafter referred to as “**DMG**”)

-and -

1139957 B.C. INC., a corporation existing under the *Business Corporations Act (British Columbia)*

(hereinafter referred to as “**AIM Subco**”)

WHEREAS the Parties (as hereinafter defined) have agreed, subject to the satisfaction of certain conditions precedent, to carry out a three-cornered Amalgamation (as hereinafter defined) pursuant to Section 270 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”), if completed, will constitute a “Qualifying Transaction” pursuant to the policies of the TSX Venture Exchange (the “**TSX-V**”), pursuant to which, among other things:

- (i) each AIM Subco Share (as hereinafter defined) will be exchanged for one Amalco Share (as hereinafter defined); and
- (ii) each DMG Share (as hereinafter defined) held by DMG Shareholders (as hereinafter defined) (other than DMG Dissenting Shareholders (as hereinafter defined)) will be exchanged for one AIM Share (as hereinafter defined);

AND WHEREAS, AIM Subco is a wholly-owned subsidiary of AIM which was incorporated under the BCBCA for the purposes of completing the Amalgamation;

AND WHEREAS, the AIM Shares (as hereinafter defined) are listed on the NEX Board of the TSX-V and AIM is a capital pool company within the meaning of the policies of the TSX-V;

AND WHEREAS, immediately before or following the Effective Time, AIM will complete the Name Change (as hereinafter defined);

AND WHEREAS, the Parties wish to make certain representations, warranties, covenants and agreements in connection with the Business Combination (as hereinafter defined);

NOW THEREFORE, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained and other good and valuable consideration (the

receipt and sufficiency of which is hereby acknowledged) and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1 GENERAL

1.1 *Defined Terms*

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Schedule A.

1.2 *Business Combination*

- (a) [intentionally omitted]
- (b) DMG and AIM agree to effect the combination of their respective businesses and assets by way of a “three-cornered amalgamation” among AIM, AIM Subco and DMG, more specifically as set out in Section 1.2(f) herein.
- (c) As soon as reasonably practicable following the execution and delivery of this Agreement:
 - (i) DMG shall use commercially reasonable efforts to call and hold the DMG Meeting for the purpose of approving the DMG Amalgamation Resolution, or obtain approval of the DMG Amalgamation Resolution by unanimous written consent resolution of the DMG Shareholders, as applicable; (ii) AIM shall obtain approval of the Name Change Resolution by written consent resolution of the directors of AIM; and (iii) AIM shall sign a written consent resolution approving the AIM Subco Amalgamation Resolution.
- (d) Upon the approval of the AIM Subco Amalgamation Resolution by AIM and the DMG Amalgamation Resolution by the DMG Shareholders in accordance with the requirements of the BCBCA, subject to the satisfaction or waiver of the conditions set forth in Articles 9, 10 and 11 herein, AIM Subco and DMG shall as soon as reasonably practicable thereafter, jointly complete and file a Form 13 (Amalgamation Application) with the British Columbia Registrar of Companies under the BCBCA, substantially in the Form set forth in Schedule B hereto giving effect to the Amalgamation of AIM Subco and DMG upon and subject to the terms of this Agreement.
- (e) Upon the issue of a Certificate of Amalgamation giving effect to the Amalgamation, AIM Subco and DMG shall be amalgamated and shall continue as one corporation effective on the date of the Certificate of Amalgamation (the “**Effective Date**”) under the terms and conditions prescribed herein.
- (f) At the Effective Time and as a result of the Amalgamation:
 - (i) each holder of DMG Shares outstanding immediately prior to the Effective Time (other than DMG Dissenting Shareholders described in Section 1.2(i)) shall receive one fully paid and non-assessable AIM Share for each DMG Share held, following which all such DMG Shares shall be cancelled. Additionally, each holder of DMG Warrants outstanding immediately prior to the Effective Time shall receive one New AIM Warrant for each DMG Warrant held, following which all such DMG Warrants shall be cancelled;

- (ii) AIM shall receive one fully paid and non-assessable Amalco Share for each one AIM Subco Share held by AIM, following which all such AIM Subco Shares shall be cancelled;
- (iii) in consideration of the issuance of AIM Shares pursuant to paragraph 1.2(f)(i), Amalco shall issue to AIM one Amalco Share for each AIM Share issued;
- (iv) Each holder of DMG Options outstanding immediately prior to the Effective Time shall be exchanged for an option (each, a "Replacement Option") to purchase from AIM the New AIM Shares, following which all such DMG Options shall be cancelled; it is intended that the provisions of subsection 7(1.4) of the ITA apply to the aforesaid exchange of options. Accordingly, and notwithstanding the foregoing, if required, the exercise price of a Replacement Option will be adjusted such that the In-The-Money Amount of the Replacement Option immediately after the exchange does not exceed the In-The-Money Amount of the DMG Option immediately before the exchange. All terms and conditions of a Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the DMG Option for which it was exchanged, and shall be governed by the terms of the DMG Stock Option Plan and any document evidencing an DMG Option shall thereafter evidence and be deemed to evidence such Replacement Option;
- (v) AIM shall add to the capital maintained in respect of the AIM Shares an amount equal to the lesser of the aggregate fair market value of DMG Shares immediately prior to the Effective Time and the aggregate paid-up capital for purposes of the ITA of the DMG Shares immediately prior to the Effective Time (less the paid-up capital of any DMG Shares held by dissenting DMG Shareholders who do not exchange their DMG Shares for AIM Shares on the Amalgamation);
- (vi) Amalco shall add to the capital maintained in respect of the Amalco Shares an amount such that the stated capital of the Amalco Shares shall be equal to the aggregate paid-up capital for purposes of the ITA of the AIM Subco Shares and DMG Shares immediately prior to the Amalgamation;
- (vii) no fractional AIM Shares shall be issued to holders of DMG Shares; in lieu of any fractional entitlement, the number of AIM Shares issued to each former holder of DMG Shares shall be rounded down to the next lesser whole number of AIM Shares, and no fractional New AIM Warrants shall be issued to holders of DMG Warrants; in lieu of any fractional entitlement, the number of New AIM Warrants issued to each former holder of DMG Warrants shall be rounded down to the next lesser whole number of New AIM Warrants;
- (viii) AIM and DMG shall be entitled to deduct and withhold from any consideration otherwise payable pursuant to transactions contemplated by this Agreement to any holder of DMG Shares or DMG Warrants such amounts as are required to be deducted and withheld with respect to such payment under the ITA or any provision of provincial, state, local or foreign tax law, in each case as amended; to the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the DMG Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority; and

- (ix) AIM shall become the registered holder of the Amalco Shares to which it is entitled, calculated in accordance with the provisions hereof, and shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled, calculated in accordance with the provisions hereof and Amalco will become a wholly-owned subsidiary of AIM.
- (g) At the Effective Time, subject to subsection 1.2(f)(i), the registered holders of DMG Shares and DMG Warrants shall become the registered holders of the AIM Shares and New AIM Warrants to which they are entitled, calculated in accordance with the provisions hereof, and the certificates (if any) representing such DMG Shares and DMG Warrants shall be deemed to be cancelled and, as soon as reasonably practicable following the Effective Time, the holders of such certificates shall receive certificates (or by direct registration system) representing the number of AIM Shares and New AIM Warrants to which they are so entitled.
- (h) At the Effective Time, each DMG Share held by a DMG Dissenting Shareholder shall be deemed to be sold by the holder thereof, without any further act or formality on its part, free and clear of any Encumbrance, to Amalco and Amalco shall be deemed to have purchased and thereupon be obliged to pay the amount therefor determined and payable in accordance with Article 3 hereof, the name of such holder shall be removed from the central securities register as a holder of DMG Shares and such DMG Dissenting Shareholder will cease to have any rights as a DMG Shareholder other than the right to be paid the fair value of its DMG Shares in accordance with Article 3.
- (i) If a DMG Dissenting Shareholder fails to perfect or effectively withdraws its claim under Division 2 of Part 8 of the BCBCA or forfeits its right to make a claim under Division 2 of Part 8 of the BCBCA or if its rights as a DMG Shareholder are otherwise reinstated, such holder of DMG Shares shall be deemed to have participated in the Amalgamation on the same basis as any non-dissenting shareholder, as at and after the Effective Time, and such shareholder will be entitled to receive AIM Shares on the same basis determined in accordance with section 1.2(f)(i).
- (j) The Parties acknowledge that certain of the AIM Shares, New AIM Warrants and Replacement Options to be issued to holders of DMG Shares under the Amalgamation may be subject to escrow or seed share resale rules in accordance with the policies of the TSX-V and Canadian Securities Laws. The Parties also acknowledge that any DMG Shares deposited into escrow will be held in escrow and released in accordance with the policies of the TSX-V and Canadian Securities Laws. The Parties agree that the terms of the escrow and seed share resale rules will be negotiated by counsel for the Parties and the TSX-V and the Parties agree to accept the terms imposed by the TSX-V and Canadian Securities Laws. The escrowed securities will be held in escrow under an escrow agreement in the form prescribed by the TSX-V and Canadian Securities Laws as applicable.
- (k) Subject to the approval of the Name Change Resolution by the board of directors of AIM in accordance with the requirements of the BCBCA and immediately before or following the Effective Time, AIM shall complete and file a notice of alteration, in the prescribed form, giving effect to the Name Change upon and subject to the terms of this Agreement.
- (l) Subject to the provisions of the BCBCA, the following provisions shall apply to Amalco:
 - (i) without in any way restricting the powers conferred upon Amalco or its board of directors by the BCBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, the board of directors may from time to time,

without authorization of the shareholders, in such amounts and on such terms as it deems expedient:

- (A) borrow money upon the credit of Amalco;
 - (B) issue, re-issue, sell or pledge debt obligations of Amalco;
 - (C) subject to the provisions of the BCBCA, as now enacted or as the same may from time to time be amended, re-enacted or replaced, give a guarantee on behalf of Amalco to secure performance of an obligation of any person; and
 - (D) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of Amalco owned or subsequently acquired, to secure any obligation of Amalco; and
- (ii) the board of directors may from time to time delegate to a director, a committee of directors or an officer of Amalco any or all of the powers conferred on the board as set out above, to such extent and in such manner as the board shall determine at the time of such delegation.

1.3 Board of Directors and Officers

Each of the Parties hereby agrees that concurrently with the completion of the Business Combination, the board of directors of AIM shall consist of up to five (5) directors and be comprised of the following persons (collectively, the “**New AIM Directors**”) and management of AIM shall be comprised of the following persons (collectively, the “**New AIM Management**”):

CEO & Director	Daniel Reitzik
CFO & Director	Ryan Cheung
Director	Chris Filiatrault
Director	Sheldon Bennett
Director	Justin Rasekh

ARTICLE 2 AMALCO

2.1 Name

The name of Amalco shall be such name as agreed to by DMG and AIM.

2.2 Registered Office

The address of the registered and records office of Amalco shall be suite 605 – 815 Hornby Street, Vancouver, B.C. V6Z 2E6.

2.3 *Authorized Capital*

Amalco shall be authorized to issue an unlimited number of common shares (being the Amalco Shares).

2.4 *Restrictions on Share Transfer*

The right to transfer securities (including for greater certainty shares) of Amalco, other than nonconvertible debt securities, shall be restricted and no such securities shall be transferred without the consent of either:

- (a) the directors of Amalco, expressed by a resolution passed by the board of directors of Amalco at a meeting of directors or by an instrument or instruments in writing signed by a majority of the directors of Amalco; or
- (b) the holder or holders of a majority of the outstanding shares of Amalco entitled to vote expressed by resolution passed at a meeting of the shareholders of Amalco or by an instrument or instruments in writing signed by the holder or holders of a majority of the outstanding shares of Amalco entitled to vote at meetings of shareholders of Amalco.

2.5 *Number of Directors*

The number of directors of Amalco shall be a minimum of one and a maximum of five.

2.6 *Directors and Officers*

The directors and officers of Amalco shall be the persons whose names and business addresses appear below or such other persons to be mutually agreed upon by the Parties.

Name	Position	Address
Daniel Reitzik	CEO & Director	[redacted personal information]
Ryan Cheung	CFO & Director	[redacted personal information]
Sheldon Bennett	Director	[redacted personal information]
Chris Filiatrault	Director	[redacted personal information]
Justin Rasekh	Director	[redacted personal information]

2.7 *Articles*

The articles of Amalco shall, so far as applicable, be the articles of AIM Subco until repealed, amended or altered.

2.8 *Restriction on Business*

There shall be no restrictions on the business which Amalco is authorized to carry on.

2.9 *Fractional Shares*

No fractional shares will be issued on the Amalgamation and any entitlement to a fractional share will be rounded down to the next whole share.

2.10 Fiscal Year End

The fiscal year end of Amalco shall be September 30 in each year.

ARTICLE 3 DISSENT RIGHTS

3.1 Dissent Rights

Registered DMG Shareholders may exercise rights of dissent (“**Dissent Rights**”) from the DMG Amalgamation Resolution pursuant to and in the manner set forth under Division 2 of Part 8 of the BCBCA, provided that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their DMG Shares, which fair value shall be the fair value of such shares as at the close of business on the day prior to the DMG Meeting, or the date of the unanimous written consent resolution of the DMG Shareholders approving the DMG Amalgamation Resolution, as applicable, shall be paid an amount equal to such fair value by DMG; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their DMG Shares shall be deemed to have participated in the Amalgamation, as of the Effective Time, on the same basis as a non-dissenting holder of DMG Shares and shall be entitled to receive only the consideration contemplated in paragraph 1.2(f)(i) hereof that such holder would have received pursuant to the Amalgamation if such holder had not exercised Dissent Rights;

but in no case shall AIM, AIM Subco or DMG or any other Person be required to recognize holders of DMG Shares who exercise Dissent Rights as holders of DMG Shares after the time that is immediately prior to the Effective Time, and the names of such holders of DMG Shares who exercise Dissent Rights shall be deleted from the register of DMG Shareholders at the Effective Time. In no circumstances shall AIM, AIM Subco, DMG or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of DMG Shares in respect of which such Dissent Rights are sought to be exercised and such Person exercises Dissent Rights in respect of all and not less than all of their DMG Shares. A registered holder of DMG Shares is not entitled to exercise Dissent Rights with respect to DMG Shares if such holder votes (or instructs, or is deemed, by submission of any incomplete proxy, to have instructed his, her or its proxyholder to vote) in favour of the DMG Amalgamation Resolution.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF DMG

Except as disclosed in the DMG Disclosure Letter, DMG represents and warrants to and in favour of AIM and AIM Subco as follows and acknowledges that AIM and AIM Subco are relying on such representations and warranties in connection with this Agreement and completing the transactions contemplated herein:

4.1 Organization and Good Standing

- (a) DMG is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation and is qualified to transact business and is in good standing in the jurisdictions where it is required to qualify in order to conduct its

business as presently conducted, except where the failure to be so qualified would not have a Material Adverse Effect on DMG.

- (b) DMG has the corporate power and authority to own, lease or operate its properties and to carry on its business as now conducted.

4.2 *Consents, Authorizations, and Binding Effect*

- (a) DMG may execute, deliver and perform this Agreement without the necessity of obtaining any consent, approval, authorization or waiver, or giving any notice or otherwise, except:
 - (i) consents, approvals, authorizations and waivers which have been obtained (or will be obtained prior to the Effective Date) and are unconditional, and in full force and effect, and notices which have been given on a timely basis;
 - (ii) the approval of the DMG Amalgamation Resolution by the holders of the DMG Shares;
 - (iii) the filing of a Form 13 (Amalgamation Application) with the British Columbia Registrar of Companies under the BCBCA; or
 - (iv) those which, if not obtained or made, would not prevent or delay the consummation of the Amalgamation or otherwise prevent DMG from performing its obligations under this Agreement and would not be reasonably likely to have a Material Adverse Effect on DMG.
- (b) DMG has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder and to complete the Amalgamation, subject to the approval of the DMG Amalgamation Resolution by the DMG Shareholders.
- (c) The board of directors of DMG has unanimously: (i) approved the Business Combination and the execution, delivery and performance of this Agreement and (ii) directed that the DMG Amalgamation Resolution be submitted to the DMG Shareholders, and unanimously recommended approval thereof.
- (d) This Agreement has been duly executed and delivered by DMG and constitutes a legal, valid, and binding obligation of DMG, enforceable against it in accordance with its terms, except:
 - (i) as may be limited by bankruptcy, reorganization, insolvency and similar Laws of general application relating to or affecting the enforcement of creditors' rights or the relief of debtors; and
 - (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.
- (e) The execution, delivery, and performance of this Agreement will not:
 - (i) constitute a violation of the notice of articles or articles, as amended, of DMG;
 - (ii) conflict with, result in the breach of or constitute a default or give to others a right of termination, cancellation, creation or acceleration of any obligation under or the

loss of any material benefit under or the creation of any benefit or right of any third party under any material Contract, material permit or material license to which DMG is a party or as to which any of its property is subject which in any such case would have a Material Adverse Effect on DMG;

- (iii) constitute a violation of any Law applicable or relating to DMG or its business except for such violations which would not have a Material Adverse Effect on DMG; or
 - (iv) result in the creation of any lien upon any of the assets of DMG other than such liens as would not have a Material Adverse Effect on DMG.
- (f) Other than as disclosed in the DMG Disclosure Letter and other than pursuant to this Agreement, neither DMG nor any Affiliate or Associate of DMG nor, to the knowledge of DMG, any director or officer of DMG beneficially owns or has the right to acquire a beneficial interest in any AIM Shares.

4.3 Insurance

Except as disclosed in the DMG Disclosure Letter, DMG's business and properties are not insured, as of the date of this Agreement..

4.4 Litigation and Compliance

- (a) To the knowledge of DMG, there are no actions, suits, claims or proceedings, whether in equity or at law or, any Governmental investigations pending or, to the knowledge of DMG, threatened:
 - (i) against or affecting DMG or with respect to or affecting any asset or property owned, leased or used by DMG; or
 - (ii) which question or challenge the validity of this Agreement, or the Amalgamation or any action taken or to be taken pursuant to this Agreement, or the Amalgamation; nor is DMG aware of any basis for any such action, suit, claim, proceeding or investigation.
- (b) DMG has conducted and is conducting its business in compliance with, and is not in default or violation under, and has not received notice asserting the existence of any default or violation under, any Law applicable to its business or operations, except for noncompliance, defaults and violations which would not, in the aggregate, have a Material Adverse Effect on DMG.
- (c) Neither DMG, nor any asset of DMG is subject to any judgment, order or decree entered in any lawsuit or proceeding which has had, or which is reasonably likely to have, a Material Adverse Effect on DMG or which is reasonably likely to prevent DMG from performing its obligations under this Agreement.
- (d) DMG has duly filed or made all reports and returns required to be filed by it with any Government and has obtained all permits, licenses, consents, approvals, certificates, registrations and authorizations (whether Governmental, regulatory or otherwise) which are required in connection with its business and operations, except where the failure to do so has not had and will not have a Material Adverse Effect on DMG.

4.5 Financial Statements

- (a) The financial statements (including, in each case, any notes thereto) of DMG from the date of incorporation to September 30, 2017 will be prepared prior to the Closing Date in accordance with IFRS in Canada, applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly presented in all material respects the consolidated assets, liabilities and financial condition of DMG as of the respective dates thereof and the consolidated earnings, results of operations and changes in financial position of DMG for the periods then ended (subject, in the case of unaudited statements, to the absence of footnote disclosure and to customary year-end audit adjustments and to any other adjustments described therein). DMG has not, since September 30, 2017, made any change in the accounting practices or policies applied in the preparation of its financial statements.
- (b) Other than as disclosed in the DMG Disclosure Letter and employment and consulting agreements entered into in the ordinary course, there are no contracts with DMG, on the one hand, and: (i) any officer or director of DMG; (ii) any holder of 5% or more of the equity securities of DMG; or (iii) an Associate or Affiliate of a person in (i) or (ii), on the other hand.

4.6 Taxes

As of the date of this Agreement, DMG has not filed any Tax Returns. No deficiency with respect to any Taxes has been proposed, asserted or assessed in writing against DMG, there are no actions, suits, proceedings, investigations or claims pending or threatened against DMG in respect of Taxes or any matters under discussion with any Government relating to Taxes, in each case which are likely to have a Material Adverse Effect on DMG, and no waivers or written requests for waivers of the time to assess any such Taxes are outstanding or pending. DMG has withheld from each payment made to any of their past or present employees, officers or directors, and to any non-resident of Canada, the amount of all Taxes required to be withheld therefrom and have paid the same to the proper tax or receiving officers within the time required under applicable Law. DMG has remitted to the appropriate tax authorities all amounts collected by it in respect of federal goods and services tax and provincial or harmonized sales taxes. There are no liens for Taxes upon any asset of DMG except liens for Taxes not yet due.

4.7 Pension and Other Employee Plans and Agreements

DMG does not maintain or contribute to any Employee Plan. DMG has approved and adopted the DMG Stock Option Plan.

4.8 Labour Relations

- (a) No employees of DMG are covered by any collective bargaining agreement with respect to DMG.
- (b) There are no representation questions, arbitration proceedings, labour strikes, slow-downs or stoppages, material grievances, or other labour troubles pending or, to the knowledge of DMG, threatened with respect to the employees of DMG and to the best of DMG's knowledge, there are no present or pending applications for certification (or the equivalent procedure under any applicable Law) of any union as the bargaining agent for any employees of DMG.

4.9 *Contracts, Etc.*

- (a) Except in connection with contracts, agreements, leases and commitments entered into in the ordinary course of business as of the date hereof and other than as disclosed in the DMG Disclosure Letter, DMG is not a party to or bound by any material Contract:
- (i) relating to capital expenditures or improvements in excess of \$50,000 in the aggregate;
 - (ii) by which title to any assets, rights or properties is retained by a third party as security for an obligation;
 - (iii) which will be at the Effective Date secured by a lien upon any assets, rights or properties as security for an obligation;
 - (iv) relating to the employment of any employees or the rights of employees on severance or termination;
 - (v) relating to management, consulting or any other similar type of Contract which involves an amount exceeding \$100,000 per annum, excluding those which may be terminated without penalty on three months' notice or less;
 - (vi) which contemplates payment on or as a result of a change of control of DMG (whether on termination of such agreement, on occurrence of any other event or circumstance, or after notice or lapse of time or otherwise), other than consulting agreements entered into in the ordinary course;
 - (vii) with any director or officer, former director or officer, shareholder or any person not dealing at arm's length with DMG;
 - (viii) with a bank or other financial institution relating to borrowed money;
 - (ix) relating to the existence or creation or purchase or sale of any bonds, debentures, notes or long-term debts;
 - (x) relating to outstanding letters of credit or constituting an agreement of guarantee or indemnification of the obligations or liabilities (contingent or otherwise) of any other person or relating to commitments to purchase the assets of any other person or to guarantee the price thereof;
 - (xi) relating to the acquisition or disposition of any shares or securities of any entity;
 - (xii) relating to the acquisition or disposition or lease of any business operations or real property;
 - (xiii) limiting or restraining DMG from engaging in any activities or competing with any Person;
 - (xiv) which involves the use of a derivative, including any forward contracts or options; or
 - (xv) relating to the existence or creation of any *bona fide* offer of an opportunity (including a joint venture opportunity) to any Person.

- (b) DMG and, to the knowledge of DMG, each of the other parties thereto is in material compliance with all covenants under any material Contract and no default has occurred which, with notice or lapse of time or both, would directly or indirectly constitute such a default under any material Contract, except for such non-compliance or default as has not had and will not have a Material Adverse Effect on DMG.
- (c) DMG is not a party or bound by any Contract that provides for any payment as a result of the consummation of any of the matters contemplated by this Agreement.

4.10 *Absence of Certain Changes, Etc.*

Except as contemplated by the Business Combination and this Agreement and other than as disclosed in the DMG Disclosure Letter, since September 30, 2017:

- (a) there has been no Material Adverse Change to DMG;
- (b) DMG has not:
 - (i) sold, transferred, distributed or otherwise disposed of or acquired a material amount of its assets, or agreed to do any of the foregoing, except in the ordinary course of business;
 - (ii) incurred any liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is likely to have a Material Adverse Effect on DMG;
 - (iii) prior to the date hereof, made or agreed to make any material capital expenditure or commitment for additions to property, plant, or equipment in excess of \$100,000;
 - (iv) made or agreed to make any material increase in the compensation payable to any employee or director except for increases made in the ordinary course of business and consistent with presently existing policies or agreements or past practice;
 - (v) conducted its operations other than in all material respects in the normal course of business;
 - (vi) entered into any material transaction or material Contract, or amended or terminated any material transaction or material Contract, except transactions or Contracts entered into in the ordinary course of business; and
 - (vii) agreed or committed to do any of the foregoing; and
- (c) there has not been any declaration, setting aside or payment of any dividend or other distribution with respect to DMG's share capital.

4.11 *Capitalization*

- (a) At the date hereof, the authorized capital of DMG consists of an unlimited number of DMG Shares, of which 46,651,995 DMG Shares are issued and outstanding, 827,719 DMG Warrants issued and outstanding and 4,200,000 DMG Shares issuable upon the exercise of outstanding DMG Options.

- (b) All issued and outstanding DMG Shares have been duly authorized and are validly issued, fully paid and non-assessable, free of pre-emptive rights.
- (c) Except for the Concurrent Financing and as described in the DMG Disclosure Letter, there are no authorized, outstanding or existing:
 - (i) voting trusts or other agreements or understandings with respect to the voting of any DMG Shares to which DMG is a party;
 - (ii) securities issued by DMG that are convertible into or exchangeable for DMG Shares;
 - (iii) agreements, options, warrants or other rights capable of becoming agreements, options or warrants to purchase or subscribe for any DMG Shares or securities convertible into or exchangeable for any DMG Shares, in each case granted, extended or entered into by DMG;
 - (iv) agreements of any kind to which DMG is party relating to the issuance or sale of any DMG Shares, any securities convertible, exchangeable or exercisable for DMG Shares, or requiring DMG to qualify securities of DMG for distribution by prospectus under Canadian Securities Laws; or
 - (v) agreements of any kind which may obligate DMG to issue or purchase any of its securities.

4.12 *Environmental Matters*

DMG is in compliance, in all material respects, with all applicable Environmental Laws and has not materially violated any then current environmental laws as applied at that time. DMG is not the subject of: (i) any proceeding, application, order or directive which relates to any environmental, health or safety matter; or (ii) any demand or notice with respect to any Environmental Laws. DMG has made adequate reserves for all reclamation obligations and has made appropriate arrangements through obtaining reclamation bonds or otherwise to discharge such reclamation obligations, to the extent applicable. There is no material environmental liability nor factors likely to give rise to any material environmental liability (i) affecting any of the material properties of DMG; or (ii) retained in any manner by DMG in connection with properties disposed of by DMG.

4.13 *Licence and Title*

DMG does not legally or beneficially own, directly or indirectly, any real property. Other than as disclosed in the DMG Disclosure Letter, DMG is the absolute legal and beneficial owner of, and has good and marketable title to, all of its material property or assets (real and personal, tangible and intangible, including leasehold interests) including all the properties and assets reflected in the balance sheet forming part of DMG's financial statements for the year ended September 30, 2017, except as indicated in the notes thereto, and such properties and assets are not subject to any mortgages, liens, charges, pledges, security interests, encumbrances, claims, demands, Encumbrances or defect in title of any kind except as is reflected in the balance sheets forming part of such financial statements and in the notes thereto and DMG owns, possesses, or has obtained and is in compliance in all material respects with, all licences, permits, certificates, orders, grants and other authorizations of or from any Governmental Authority necessary to conduct its business as currently conducted, in accordance in all material respects with applicable Laws.

4.14 *Intellectual Property*

- (a) Except as set out in the DMG Disclosure Letter, to DMG's knowledge, DMG owns, free and clear of any liens or encumbrances, or possesses sufficient legal rights to use, all Intellectual Property used by it in connection with DMG's business, which represents all intellectual property rights DMG believes is necessary to the conduct of DMG's business as now conducted and as presently contemplated to be conducted.
- (b) To DMG's knowledge, any and all of the agreements and other documents and instruments pursuant to which DMG holds the Intellectual Property are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and the Intellectual Property that is being pursued is in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated.
- (c) All registrations of the Intellectual Property are in good standing. Other than as would not have a Material Adverse Effect, DMG has taken all reasonable steps to ensure all such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of Intellectual Property has unintentionally expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment cancellation, expungement or lapse would not have a Material Adverse Effect.
- (d) DMG has not received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any of the Intellectual Property.
- (e) DMG has not received any notice and DMG is not aware of any infringement of asserted rights of others with respect to any of the Intellectual Property or of any facts or circumstances that it expects would render any of the Intellectual Property invalid or inadequate to protect the interests of DMG therein and which infringement (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy would have a Material Adverse Effect.
- (f) To DMG's knowledge, no product or service marketed or sold (or presently contemplated to be marketed or sold) by DMG violates any license to which DMG is a party or infringes any valid intellectual property rights of any other person or entity.
- (g) DMG has taken all reasonable steps to protect the Intellectual Property in those jurisdictions where, in the reasonable opinion of DMG, DMG carries on a sufficient business to justify such action.
- (h) To DMG's knowledge, there are no material restrictions on the ability of DMG to use the Intellectual Property required in the ordinary course of the business of DMG. It is expected that none of the Intellectual Property will be impaired or affected in any way by the transactions contemplated by the Offering Documents.
- (i) DMG does not believe it is or will be necessary to use any inventions of any of its employees (or persons it currently intends to hire) made prior to their employment by DMG to which DMG does not have or does not expect to have a sufficient legal basis in said inventions.

4.15 *Indebtedness*

No indebtedness for borrowed money is owing or guaranteed by DMG.

4.16 *Undisclosed Liabilities*

There are no material liabilities of DMG of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which DMG may become liable on or after the consummation of the transactions contemplated hereby other than:

- (a) liabilities disclosed on or reflected or provided for in the most recent financial statements of DMG; and
- (b) liabilities incurred in the ordinary and usual course of business of DMG and attributable to the period since September 30, 2017, none of which has had or may reasonably be expected to have a Material Adverse Effect on DMG.

4.17 *Due Diligence Investigations*

All information relating to the business, assets, liabilities, properties, capitalization or financial condition of DMG provided by DMG or any of its Advisers to AIM is true, accurate and complete in all material respects.

4.18 *Competition Act*

The transactions contemplated by this Agreement are not subject to notification under Part IX of the *Competition Act* (Canada) as neither DMG's assets in Canada nor its gross revenues from sales in or from Canada, exceed the thresholds set out in the provisions of the *Competition Act* (Canada), as determined in accordance with the Notifiable Transaction Regulations thereto.

4.19 *Brokers*

Neither DMG nor to the knowledge of DMG any of its Associates, Affiliates or Advisers have retained any broker or finder in connection with the Amalgamation or the other transactions contemplated hereby, nor have any of the foregoing incurred any liability to any broker or finder by reason of any such transaction.

4.20 *Anti-Bribery Laws*

Neither DMG nor to the knowledge of DMG, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to DMG, including but not limited to the *U.S. Foreign Corrupt Practices Act* and Canada's *Corruption of Foreign Public Officials Act*, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of DMG in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person, in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither DMG nor to the knowledge of DMG, any director, officer,

employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded DMG or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws.

4.21 U.S. Securities Laws Matters

DMG is a “foreign issuer” within the meaning of Regulation S under the U.S. Securities Act, and reasonably believes there is no “substantial U.S. market interest” (as defined in Regulation S under the U.S. Securities Act) in the DMG Shares. Except with respect to offers and sales in connection with the Amalgamation to DMG Shareholders who are “accredited investors” (as defined in Rule 501(a) of Regulation D under the U.S. Securities Act) (“Accredited Investors”) in the United States and any offers and sales to persons in the United States in connection with the Concurrent Financing in each case in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D thereunder, neither DMG nor any of its affiliates, nor any person acting on its or their behalf, has made or will make, in connection with the Amalgamation or the Concurrent Financing: (A) any offer to sell, or any solicitation of an offer to buy, any AIM Shares or DMG Shares, respectively, to any person in the United States; or (B) any sale of AIM Shares or DMG Shares, respectively, unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) DMG, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States. None of DMG, any of its affiliates or any person acting on its or their behalf has made or will make any Directed Selling Efforts in the United States with respect to the AIM Shares to be issued to DMG Shareholders or with respect to the DMG Shares to be issued in the Concurrent Financing or has engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine, Internet or similar media or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising in connection with the offer and exchange of such AIM Shares in the United States or the offer and sale of such DMG Shares in the United States.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF AIM AND AIM SUBCO

Except as disclosed in the AIM Disclosure Letter, each of AIM and AIM Subco represents and warrants to and in favour of DMG as follows and acknowledges that DMG is relying on such representations and warranties in connection with this Agreement and completing the transactions contemplated herein:

5.1 Organization and Good Standing

- (a) Each AIM Group Member is a corporation duly organized, validly existing, and in good standing under the Laws of the jurisdiction of its incorporation and is qualified to transact business and is in good standing as a foreign corporation in the jurisdictions where it is required to qualify in order to conduct its business as presently conducted, except where the failure to be so qualified would not have a Material Adverse Effect on AIM or on any such company. Except as indicated in the AIM Disclosure Letter, there are no other subsidiaries of AIM.
- (b) Each AIM Group Member has the corporate power and authority to own, lease, or operate its properties and to carry on its business as now conducted.

5.2 *Consents, Authorizations, and Binding Effect*

- (a) AIM and AIM Subco may execute, deliver, and perform this Agreement without the necessity of obtaining any consent, approval, authorization or waiver, or giving any notice or otherwise, except:
 - (i) the approval of the Name Change Resolution by written consent resolution of the directors of AIM;
 - (ii) the approval of AIM Subco Amalgamation Resolution by AIM as sole shareholder of AIM Subco;
 - (iii) the approval of the TSX-V for the Business Combination and other transactions contemplated hereby;
 - (iv) consents, approvals, authorizations and waivers, which have been obtained (or will be obtained prior to the Effective Date), and are unconditional and in full force and effect and notices which have been given on a timely basis;
 - (v) the filing of a Form 13 (Amalgamation Application) with the British Columbia Registrar of Companies under the BCBCA;
 - (vi) the filing of the documents prescribed under the BCBCA to effect the appointment of the New AIM Directors and the New AIM Management; or
 - (vii) those which, if not obtained or made, would not prevent or delay the consummation of the Amalgamation or otherwise prevent AIM from performing its obligations under this Agreement and would not be reasonably likely to have a Material Adverse Effect on the AIM Group.
- (b) Each of AIM and AIM Subco has full corporate power and authority to execute and deliver this Agreement and to perform its respective obligations hereunder and to complete the Amalgamation, subject to the approval of (i) the Name Change Resolution by written consent resolution of the directors of AIM, and (ii) the AIM Subco Amalgamation Resolution by AIM by written consent resolution.
- (c) The board of directors of AIM have unanimously: (i) approved the Business Combination and the execution, delivery and performance of this Agreement; (ii) approved the Name Change Resolution by written consent; and (iii) approved the execution and delivery of the AIM Subco Amalgamation Resolution by AIM.
- (d) The board of directors of AIM Subco have unanimously approved the Amalgamation and the execution, delivery and performance of this Agreement.
- (e) This Agreement has been duly executed and delivered by AIM and AIM Subco and constitutes a legal, valid, and binding obligation of AIM and AIM Subco enforceable against each of them in accordance with its terms, except:
 - (i) as may be limited by bankruptcy, reorganization, insolvency and similar Laws of general application relating to or affecting the enforcement of creditors' rights or the relief of debtors; and

- (ii) that the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defences and to the discretion of the court before which any proceeding therefor may be brought.
- (f) The execution, delivery, and performance of this Agreement will not:
- (i) constitute a violation of the notice of articles or articles of AIM or the notice of articles or articles of AIM Subco;
 - (ii) conflict with, result in the breach of or constitute a default or give to others a right of termination, cancellation, creation or acceleration of any obligation under, or the loss of any material benefit under or the creation of any benefit or right of any third party under any material Contract, material permit or material license to which any AIM Group Member is a party or as to which any of its property is subject which in any such case would have a Material Adverse Effect on the AIM Group;
 - (iii) constitute a violation of any Law applicable or relating to any AIM Group Member or their respective businesses except for such violations which would not have a Material Adverse Effect on any AIM Group Member; or
 - (iv) result in the creation of any lien upon any of the assets of any AIM Group Member, other than such liens as would not have a Material Adverse Effect on the AIM Group.
- (g) Other than as disclosed in the AIM Disclosure Letter, no AIM Group Member or any Affiliate or Associate of any AIM Group Member, nor to the knowledge of AIM, any director or officer of any AIM Group Member, beneficially owns or has the right to acquire a beneficial interest in any DMG Shares.

5.3 *Litigation and Compliance*

- (a) There are no actions, suits, claims or proceedings, whether in equity or at law, or any Governmental investigations pending or, to the knowledge of AIM, threatened:
 - (i) against or affecting any AIM Group Member or with respect to or affecting any asset or property owned, leased or used by any AIM Group Member; or
 - (ii) which question or challenge the validity of this Agreement or the Amalgamation or any action taken or to be taken pursuant to this Agreement or the Amalgamation;

nor is AIM aware of any basis for any such action, suit, claim, proceeding or investigation.
- (b) Each AIM Group Member has conducted and is conducting its business in compliance with, and is not in default or violation under, and has not received notice asserting the existence of any default or violation under, any Law applicable to the businesses or operations of the AIM Group, except for non-compliance, defaults, and violations which would not, in the aggregate, have a Material Adverse Effect on the AIM Group.
- (c) No AIM Group Member, and no asset of any AIM Group Member, is subject to any judgment, order or decree entered in any lawsuit or proceeding which has had, or which is reasonably likely to have, a Material Adverse Effect on the AIM Group or which is

reasonably likely to prevent AIM or AIM Subco from performing its respective obligations under this Agreement.

- (d) Each AIM Group Member has duly filed or made all reports and returns required to be filed by it with any Government and has obtained all permits, licenses, consents, approvals, certificates, registrations and authorizations (whether Governmental, regulatory or otherwise) which are required in connection with the business and operations of the AIM Group, except where the failure to do so has not had and will not have a Material Adverse Effect on the AIM Group.

5.4 Public Filings; Financial Statements

- (a) AIM has filed all documents required pursuant to applicable Canadian Securities Laws (the “**AIM Securities Documents**”). As of their respective dates, the AIM Securities Documents complied in all material respects with the then applicable requirements of the Canadian Securities Laws and, at the respective times they were filed, none of the AIM Securities Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make any statement therein, in light of the circumstances under which it was made, not misleading. AIM has not filed any confidential disclosure reports which have not at the date hereof become public knowledge.
- (b) The consolidated financial statements (including, in each case, any notes thereto) of AIM for the years ended March 31, 2017 and 2016, and for the six month period ended September 30, 2017 included in the AIM Securities Documents were prepared in accordance with IFRS applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto) and fairly present in all material respects the consolidated assets, liabilities and financial condition of AIM and its consolidated subsidiaries as of the respective dates thereof and the consolidated earnings, results of operations and changes in financial position of AIM and its consolidated subsidiaries for the periods then ended (subject, in the case of unaudited statements, to the absence of footnote disclosure and to customary year-end audit adjustments and to any other adjustments described therein). Except as disclosed in the AIM Securities Documents, AIM has not, since March 31, 2017, made any change in the accounting practices or policies applied in the preparation of its financial statements.
- (c) AIM is now, and on the Effective Date will be, a “reporting issuer” (or its equivalent) under Canadian Securities Laws of each of the Provinces of British Columbia, Ontario and Alberta. AIM is not currently in default in any material respect of any requirement of Canadian Securities Laws or the TSX-V and AIM is not included on a list of defaulting reporting issuers maintained by any of the securities commissions or similar regulatory authorities in each of such Provinces.
- (d) There has not been any reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators) since March 31, 2017 with the present or former auditors of the AIM Group.
- (e) No order ceasing or suspending trading in securities of any AIM Group Member or prohibiting the sale of securities by any AIM Group Member has been issued that remains outstanding and, to the knowledge of AIM, no proceedings for this purpose have been instituted, are pending, contemplated or threatened by any securities commission, self-regulatory organization or the TSX-V.

- (f) AIM is a “capital pool company” as defined in TSX-V Policy 2.4, the AIM Shares are listed and posted for trading on the NEX Board of the TSX-V and AIM has never carried on any active business other than as required in connection with the search for and evaluation of potential Qualifying Transaction.
- (g) AIM maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iii) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (h) Other than as disclosed in the AIM Disclosure Letter, there are no contracts with AIM, on the one hand, and: (i) any officer or director of the AIM Group; (ii) any holder of 5% or more of the equity securities of AIM; or (iii) an associate or affiliate of a person in (i) or (ii), on the other hand.

5.5 Taxes

Each AIM Group Member has timely filed, or has caused to be timely filed on its behalf, all Tax Returns required to be filed by it prior to the date hereof, all such Tax Returns are complete and accurate in all material respects. All Taxes shown to be due on such Tax Returns, or otherwise owed, have been timely paid, other than those which are being contested in good faith and in respect of which adequate reserves have been provided in the most recently published financial statements of AIM. AIM's most recent audited consolidated financial statements reflect a reserve in accordance with IFRS for all Taxes payable by the AIM Group Members for all taxable periods and portions thereof through the date of such financial statements. No deficiency with respect to any Taxes has been proposed, asserted or assessed in writing against any AIM Group Member, there are no actions, suits, proceedings, investigations or claims pending or threatened against any AIM Group Member in respect of Taxes or any matters under discussion with any Government relating to Taxes, in each case which are likely to have a Material Adverse Effect on the AIM Group, and no waivers or written requests for waivers of the time to assess any such Taxes are outstanding or pending. Each AIM Group Member has withheld from each payment made to any of their past or present employees, officers or directors, and to any non-resident of Canada, the amount of all Taxes required to be withheld therefrom and have paid the same to the proper tax or receiving officers within the time required under applicable Law. Each AIM Group Member has remitted to the appropriate tax authorities all amounts collected by it in respect of federal goods and services tax and provincial or harmonized sales taxes. There are no liens for Taxes upon any asset of the AIM Group except liens for Taxes not yet due.

5.6 Pension and Other Employee Plans and Agreements

Other than the AIM Stock Option Plan, AIM does not maintain or contribute to any Employee Plan. The AIM Stock Option Plan has been approved by the TSX-V and was adopted by AIM in accordance with the requirements of the TSX-V and complies in all material respects with the applicable policies of the TSX-V.

5.7 Labour Relations

- (a) No employees of any AIM Group Member are covered by any collective bargaining agreement.
- (b) There are no representation questions, arbitration proceedings, labour strikes, slow-downs or stoppages, material grievances, or other labour troubles pending or, to the knowledge of

AIM, threatened with respect to the employees of any AIM Group Member; and (ii) to the best of AIM's knowledge, there are no present or pending applications for certification (or the equivalent procedure under any applicable Law) of any union as the bargaining agent for any employees of any AIM Group Member.

5.8 Contracts, Etc.

- (a) Except as set out in the AIM Disclosure Letter and this Agreement, as of the date hereof, no AIM Group Member is a party to or bound by any Contract:
 - (i) relating to capital expenditures or improvements in excess of \$50,000 in the aggregate;
 - (ii) by which title to any assets, rights or properties is retained by a third party as security for an obligation;
 - (iii) which will be at the Effective Date secured by a lien upon any assets, rights or properties as security for an obligation;
 - (iv) relating to the employment of any employees or the rights of employees upon severance or termination;
 - (v) relating to management, consulting or any other similar type of Contract which involves an amount exceeding \$50,000 per annum, excluding those which may be terminated without penalty on 90 days' notice or less;
 - (vi) which contemplates payment on or as a result of a change of control of any AIM Group Member (whether on termination of such agreement, on occurrence of any other event or circumstance, or after notice or lapse of time or otherwise);
 - (vii) other than as disclosed in the AIM Disclosure Letter, with any director or officer, former director or officer, shareholder or any person not dealing at arm's length with AIM or such AIM Group Member;
 - (viii) with a bank or other financial institution relating to borrowed money;
 - (ix) relating to the existence, creation, purchase or sale of any bonds, debentures, notes or long-term debts;
 - (x) relating to outstanding letters of credit or constituting an agreement of guarantee or indemnification of the obligations or liabilities (contingent or otherwise) of any other person or relating to commitments to purchase the assets of any other person or to guarantee the price thereof;
 - (xi) other than as disclosed in the AIM Disclosure Letter, relating to the acquisition or disposition of any shares or securities of any entity;
 - (xii) relating to the acquisition, disposition or lease of any business operations or real property;
 - (xiii) limiting or restraining any AIM Group Member from engaging in any activities or competing with any Person;

- (xiv) which involves the use of a derivative, including any forward contracts or options; or
 - (xv) relating to the existence or creation of any *bona fide* offer of an opportunity (including a joint venture opportunity) to any person.
- (b) Each AIM Group Member and, to the knowledge of AIM, each of the other parties thereto, is in material compliance with all covenants under any material Contract, and no default has occurred which, with notice or lapse of time or both, would directly or indirectly constitute such a default under any material Contract, except for such non-compliance or default as has not had and will not have a Material Adverse Effect on the AIM Group.
- (c) No AIM Group Member is a party to or bound by any Contract that provides for any payment as a result of the consummation of any of the matters contemplated by this Agreement that would result in AIM having a cash balance of less than \$150,000 at the time of the completion of the Business Combination.

5.9 Absence of Certain Changes, Etc.

Except as contemplated by the Business Combination and this Agreement, since March 31, 2017:

- (a) there has been no Material Adverse Change in the AIM Group;
- (b) no AIM Group Member has:
 - (i) sold, transferred, distributed, or otherwise disposed of or acquired a material amount of its assets, or agreed to do any of the foregoing, except in the ordinary course of business;
 - (ii) incurred any liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had or is likely to have a Material Adverse Effect on the AIM Group;
 - (iii) prior to the date hereof, made or agreed to make any material capital expenditure or commitment for additions to property, plant, or equipment in excess of \$50,000;
 - (iv) made or agreed to make any material increase in the compensation payable to any employee or director except for increases made in the ordinary course of business and consistent with presently existing policies or agreements or past practice;
 - (v) conducted its operations other than in all material respects in the normal course of business;
 - (vi) entered into any material transaction or material Contract, or amended or terminated any material transaction or material Contract, except transactions or Contracts entered into in the ordinary course of business; and
 - (vii) agreed or committed to do any of the foregoing; and
- (c) there has not been any declaration, setting aside or payment of any dividend or other distribution with respect to AIM's share capital.

5.10 *Subsidiaries*

- (a) The AIM Disclosure Letter sets forth with respect to each AIM Group Member:
 - (i) its jurisdiction of incorporation; and
 - (ii) the percentage of each class of its equity securities owned, directly or indirectly, by AIM.
- (b) All of the outstanding shares in the capital of each AIM Group Member (other than AIM) owned of record or beneficially by AIM are so owned free and clear of all liens. AIM does not own, directly or indirectly, any equity interest of or in any entity or enterprise organized under the Laws of any domestic or foreign jurisdiction other than the subsidiaries listed in the AIM Disclosure Letter.
- (c) All outstanding shares in the capital of, or other equity interests in, each AIM Group Member have been duly authorized and are validly issued, fully paid and non-assessable.

5.11 *Capitalization*

- (a) As at the date hereof, the authorized capital of AIM consists of an unlimited number of AIM Shares, of which 7,928,000 AIM Shares are issued and outstanding (prior to giving effect to the Concurrent Financing). As of the date hereof, there are 792,000 AIM Options issued and outstanding and 258,000 AIM Warrants issued and outstanding.
- (b) All issued and outstanding shares in the capital of AIM have been duly authorized and are validly issued, fully paid and non-assessable, free of pre-emptive rights.
- (c) Except as set out paragraph 5.11(a) and the AIM Shares to be issued under the Business Combination, there are no authorized, outstanding or existing:
 - (i) voting trusts or other agreements or understandings with respect to the voting of any AIM Shares to which any AIM Group Member is a party;
 - (ii) securities issued by any AIM Group Member that are convertible into or exchangeable for any AIM Shares;
 - (iii) agreements, options, warrants, or other rights capable of becoming agreements, options or warrants to purchase or subscribe for any AIM Shares or securities convertible into or exchangeable or exercisable for any such common shares, in each case granted, extended or entered into by any AIM Group Member;
 - (iv) agreements of any kind to which any AIM Group Member is party relating to the issuance or sale of any AIM Shares, or any securities convertible into or exchangeable or exercisable for any AIM Shares or requiring AIM to qualify securities of any AIM Group Member for distribution by prospectus under Canadian Securities Laws; or
 - (v) agreements of any kind which may obligate AIM to issue or purchase any of its securities.

5.12 *Environmental Matters*

Each AIM Group Member is in compliance, in all material respects, with all applicable Environmental Laws and has not materially violated any then current environmental laws as applied at that time. No AIM Group Member is the subject of: (i) any proceeding, application, order or directive which relates to any environmental, health or safety matter; or (ii) any demand or notice with respect to any Environmental Laws. Each AIM Group Member has made adequate reserves for all reclamation obligations and has made appropriate arrangements, through obtaining reclamation bonds or otherwise to discharge such reclamation obligations, to the extent applicable. There is no material environmental liability nor factors likely to give rise to any material environmental liability (i) affecting any of the material properties of any AIM Group Member; or (ii) retained in any manner by any AIM Group Member in connection with properties disposed of by any AIM Group Member.

5.13 *Licence and Title*

AIM does not legally or beneficially own, directly or indirectly, any real property. AIM is the absolute legal and beneficial owner of, and has good and marketable title to, all of its material property or assets (real and personal, tangible and intangible, including leasehold interests) including all the properties and assets reflected in the balance sheet forming part of AIM's financial statements for the year ended March 31, 2017, except as indicated in the notes thereto, and such properties and assets are not subject to any mortgages, liens, charges, pledges, security interests, encumbrances, claims, demands, Encumbrances or defect in title of any kind except as is reflected in the balance sheets forming part of such financial statements and in the notes thereto and AIM owns, possesses, or has obtained and is in compliance in all material respects with, all licences, permits, certificates, orders, grants and other authorizations of or from any Governmental Authority necessary to conduct its business as currently conducted, in accordance in all material respects with applicable Laws.

5.14 *Indebtedness*

As at the date of this Agreement, no indebtedness for borrowed money was owing or guaranteed by any AIM Group Member.

5.15 *Undisclosed Liabilities*

There are no material liabilities of the AIM Group of any kind whatsoever, whether or not accrued and whether or not determined or determinable, in respect of which any AIM Group Member may become liable on or after the consummation of the transactions contemplated hereby other than:

- (a) liabilities disclosed on or reflected or provided for in the most recent financial statements of AIM included in the AIM Securities Documents; and
- (b) liabilities incurred in the ordinary and usual course of business of the AIM Group and attributable to the period since March 31, 2017, none of which has had or may reasonably be expected to have a Material Adverse Effect on the AIM Group.

5.16 *Due Diligence Investigations*

All information relating to the business, assets, liabilities, properties, capitalization or financial condition of the AIM Group or any member thereof provided by any AIM Group Member or any of its Advisers to DMG is true, accurate and complete in all material respects.

5.17 Competition Act

The transactions contemplated by this Agreement are not subject to notification under Part IX of the *Competition Act* (Canada) as neither AIM's assets in Canada nor its gross revenues from sales in or from Canada, exceed the thresholds set out in the provisions of the *Competition Act* (Canada), as determined in accordance with the Notifiable Transaction Regulations thereto.

5.18 Brokers

Except as set out in the AIM Disclosure Letter and this Agreement and other than in connection with the Concurrent Financing, no AIM Group Member or, to the knowledge of AIM, any of their respective Associates, Affiliates or Advisers have retained any broker or finder in connection with the Amalgamation or the other transactions contemplated hereby, nor have any of the foregoing incurred any Liability to any broker or finder by reason of any such transaction.

5.19 Anti-Bribery Laws

Neither AIM nor AIM Subco nor to the knowledge of AIM, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to AIM or AIM Subco, including but not limited to the *U.S. Foreign Corrupt Practices Act* and Canada's *Corruption of Foreign Public Officials Act*, or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of AIM or AIM Subco in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person, in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither AIM nor AIM Subco nor to the knowledge of AIM, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded AIM or AIM Subco or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption Laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such Laws, or received any notice, request, or citation from any person alleging non-compliance with any such Laws.

5.20 U.S. Securities Laws Matters

AIM is a "foreign issuer" within the meaning of Regulation S under the U.S. Securities Act, and reasonably believes there is no "substantial U.S. market interest" (as defined in Regulation S under the U.S. Securities Act) in the AIM Shares or the AIM Subco Shares. Except with respect to offers and sales in connection with the Amalgamation to DMG Shareholders who are Accredited Investors in the United States, neither AIM nor any of its affiliates, nor any person acting on its or their behalf, has made or will make, in connection with the Amalgamation: (A) any offer to sell, or any solicitation of an offer to buy, any AIM Shares or AIM Subco Shares, respectively, to any person in the United States; or (B) any sale of AIM Shares or AIM Subco Shares, respectively, unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) AIM, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States. None of AIM, any of its affiliates or any person acting on its or their behalf has made or will make any Directed Selling Efforts in

the United States with respect to the AIM Shares to be issued to DMG Shareholders or has engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine, Internet or similar media or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising in connection with the offer and exchange and offer and sale of such AIM Shares in the United States or the offer and sale of such AIM Shares in the United States.

ARTICLE 6 COVENANTS OF DMG

From and after the date hereof and until the Effective Date (except as hereinafter otherwise provided), unless AIM shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed:

6.1 Access

DMG shall permit:

- (a) AIM and its Advisers to have reasonable access at reasonable times to all properties, books, accounts, records, Contracts, files, correspondence, tax records, and documents of or relating to DMG including auditors' working papers and management letters and to discuss such matters with the executive officers of DMG; DMG shall make available to AIM and its Advisers a copy of each report or other document filed pursuant to Canadian Securities Laws and all other information concerning its business and properties in its possession or under its control as AIM may reasonably request; and
- (b) AIM to conduct, or cause its agents to conduct, such reasonable reviews, inspections, surveys, tests, and investigations of the assets of DMG as they deem necessary or advisable, provided such reviews are conducted at reasonable times and in a reasonable manner.

6.2 Ordinary Course

DMG shall conduct business only in the ordinary course consistent with past practice. DMG shall not, except as set out in the DMG Disclosure Letter:

- (a) amend its notice of articles or articles (or similar charter or constating documents), except as contemplated by the Business Combination and this Agreement;
- (b) subdivide, split, combine, consolidate, or reclassify any of its outstanding share capital;
- (c) issue or agree to issue any securities except in connection with (i) the Business Combination, the Concurrent Financing and this Agreement; (ii) a *bona fide* purchase of assets or shares from an arm's length third party; (iii) one or more debt financing transactions in connection with the acquisition of any property or assets; and (iv) any tax planning transaction undertaken by any DMG Shareholder in the context of the Business Combination (including without limitation any "safe income" crystallization transaction);
- (d) declare, set aside or pay any dividend or make any other distribution payable in cash, shares, stock, securities or property with respect to any of its share capital other than consistent with past practice;

- (e) repurchase, redeem, or otherwise acquire, directly or indirectly, any of its share capital or any securities convertible into or exchangeable or exercisable into any of its shares;
- (f) make loans, advances or other payments other than in the ordinary course of business or as required in connection with the Business Combination;
- (g) incur, guarantee, assume or modify any additional indebtedness for borrowed money in an aggregate amount in excess of \$100,000;
- (h) other than pursuant to obligations or rights under existing written Contracts, agreements and commitments, sell, lease or otherwise dispose of any material property or material assets or enter into any agreement or commitment in respect of any of the foregoing;
- (i) except as contemplated by the Business Combination and this Agreement, amend or propose to amend the rights, privileges and restrictions attaching to the DMG Shares or any of the terms of its DMG Warrants as they exist at the date of this Agreement as of the Effective Date, or reduce its stated capital;
- (j) except as contemplated by the Business Combination and this Agreement, reorganize, amalgamate or merge with another Person;
- (k) acquire or agree to acquire any corporation or other entity (or material interest therein) or division of any corporation or other entity or material assets;
- (l) enter into any agreements outside of the ordinary course with its directors or officers or their respective Affiliates;
- (m) except as required by generally accepted accounting principles to which DMG may be subject, or any applicable Law, make any changes to the existing accounting practices of DMG or make any material tax election inconsistent with past practice;
- (n) enter into, without prior consultation with and the written consent of AIM, such consent not to be unreasonably withheld, conditioned or delayed, new commitments of a capital expenditure nature or incur any new contingent liabilities other than (A) expenditures required by Law; (B) expenditures made in connection with the Concurrent Financing or the transactions contemplated in this Agreement; (C) expenditures required to prevent the occurrence of a Material Adverse Effect; or (D) other expenditures which in the aggregate do not exceed \$100,000; or
- (o) enter into or modify any employment, consulting, severance, collective bargaining or similar agreement, policy or arrangement with, or grant any bonus, salary increase, option to purchase shares, pension or supplemental pension benefit, profit sharing, retirement allowance, deferred compensation, incentive compensation, severance, change of control or termination pay to, or make any loan to, any officer, director, employee or consultant of DMG.

6.3 Insurance

On or before the Closing, DMG shall use commercially reasonable efforts to ensure that all property, real and personal, owned or leased by DMG is insured against loss or damage with coverage of types and in amounts consistent with the types and amounts of insurance maintained by corporations and other entities of a size and carrying on business of a type carried on by DMG.

6.4 Closing Conditions

DMG shall use all commercially reasonable efforts to cause all of the conditions to the obligations of AIM and AIM Subco under this Agreement to be satisfied on or prior to the Effective Date (to the extent the satisfaction of such conditions is within the control of DMG).

6.5 Filing Statement

DMG shall use all commercially reasonable efforts to assist AIM in connection with the preparation of the Filing Statement, and prepare as promptly as possible any other documents required by applicable legislation and/or regulation in connection with all shareholder and regulatory approvals required in respect of the Business Combination and the other matters contemplated hereby, including but not limited to the extent applicable, the disclosure regarding DMG (including financial statements) prescribed under applicable Canadian Securities Laws and described in the form of prospectus that DMG would be eligible to use, for inclusion in the Filing Statement, as the case may be, unless such cooperation and efforts would subject DMG to unreasonable cost or liability or would be in breach of applicable statutory or regulatory requirements.

ARTICLE 7 COVENANTS OF AIM

From and after the date hereof and until the Effective Date (except as hereinafter otherwise provided), unless DMG shall otherwise consent in writing, which consent shall not be unreasonably withheld, conditioned or delayed:

7.1 Access

AIM shall permit, and shall cause each AIM Group Member to permit:

- (a) DMG and its Advisers to have reasonable access at reasonable times to all properties books, accounts, records, Contracts, files, correspondence, tax records, and documents of or relating to the AIM Group including auditor's working papers and management letters and to discuss such matters with the executive officers of the AIM Group; AIM shall make available to DMG and its Advisers a copy of each report or other document filed pursuant to Canadian Securities Laws and all other information concerning its business and properties in its possession or under its control as DMG may reasonably request; and
- (b) DMG to conduct, or cause its agents to conduct, such reasonable reviews, inspections, surveys, tests, and investigations of the assets of the AIM Group as they deem necessary or advisable provided such reviews are conducted at reasonable times and in a reasonable manner.

7.2 Ordinary Course

Each AIM Group Member shall conduct business only in the ordinary course consistent with past practice. Each of AIM and AIM Subco shall not, and shall cause each AIM Group Member not to:

- (a) amend its notice of articles or articles (or similar charter or constating documents), except as contemplated by the Business Combination and this Agreement;
- (b) subdivide, split, combine, consolidate, or reclassify any of its outstanding share capital, except as contemplated by the Business Combination and this Agreement;

- (c) issue or agree to issue any securities, except as contemplated by the Business Combination and this Agreement;
- (d) declare, set aside or pay any dividend or make any other distribution payable in cash, shares, stock, securities or property with respect to any of its share capital other than consistent with past practice;
- (e) repurchase, redeem, or otherwise acquire, directly or indirectly, any of its share capital or any securities convertible into or exchangeable or exercisable into any of its shares;
- (f) incur, guarantee, assume or modify any additional indebtedness for borrowed money;
- (g) make loans, advances or other payments other than in the ordinary course of business or as required in connection with the Business Combination;
- (h) other than pursuant to obligations or rights under existing written Contracts, agreements and commitments, sell, lease or otherwise dispose of any material property or assets or enter into any agreement or commitment in respect of any of the foregoing;
- (i) except as contemplated by the Business Combination and this Agreement, amend or propose to amend the rights, privileges and restrictions attaching to the AIM Shares or reduce its stated capital;
- (j) except as contemplated by the Business Combination and this Agreement, reorganize, amalgamate or merge with another Person;
- (k) acquire or agree to acquire any corporation or other entity (or material interest therein) or division of any corporation or other entity or material assets;
- (l) enter into any agreements outside of the ordinary course with its directors or officers or their respective Affiliates;
- (m) except as required by IFRS or any other generally accepted accounting principles to which any AIM Group Member may be subject, or any applicable Law, make any changes to the existing accounting practices of AIM or make any material tax election inconsistent with past practice;
- (n) enter into, without prior consultation with and the written consent of DMG, such consent not to be unreasonably withheld, conditioned or delayed, new commitments of a capital expenditure nature or incur any new contingent liabilities other than (A) expenditures required by Law; (B) expenditures made in connection with transactions contemplated in this Agreement; and (C) expenditures required to prevent the occurrence of a Material Adverse Effect; or
- (o) enter into or modify any employment, consulting, severance, collective bargaining or similar agreement, policy or arrangement with, or grant any bonus, salary increase, option to purchase shares, pension or supplemental pension benefit, profit sharing, retirement allowance, deferred compensation, incentive compensation, severance, change of control or termination pay to, or make any loan to, any officer, director, employee or consultant of the AIM Group.

7.3 Insurance

AIM shall ensure that all property, real and personal, owned or leased by any AIM Group Member continues to be insured substantially in the manner and to the extent they are currently insured.

7.4 [intentionally omitted]

7.5 Closing Conditions

AIM shall use all commercially reasonable efforts to cause all of the conditions to the obligations of DMG under this Agreement to be satisfied on or prior to the Effective Date (to the extent the satisfaction of such conditions is within the control of the AIM Group).

7.6 Stock Exchange Listing

AIM shall use all commercially reasonable best efforts to obtain the conditional approval of the TSX-V to the Business Combination and the listing of the AIM Shares issuable to holders of DMG Shares pursuant to the Business Combination, which shall include the filing by AIM of the Filing Statement with the TSX-V. AIM shall furnish to DMG and its legal counsel for review and comment, a reasonable amount of time prior to the time of filing of any document with the TSX-V, a copy of each document to be filed with the TSX-V, including, without limitation, the Filing Statement.

7.7 AIM Subco

AIM, as sole shareholder of AIM Subco, shall execute and deliver a written consent resolution approving the AIM Subco Amalgamation Resolution and the Amalgamation.

7.8 Directors and Management

Upon the change of directors and officers of AIM and AIM Subco as described in Section 1.3, AIM shall complete and file, or cause to be completed and filed, such documents prescribed under the BCBCA to give effect to such change of directors and officers of AIM and the appointment of the New AIM Directors and the New AIM Management.

7.9 Name Change

Immediately before or following the Effective Time and subject to the requisite approval by the board of directors of AIM of the Name Change Resolution, AIM shall complete and file a notice of alteration in accordance with the requirements of the BCBCA giving effect to the Name Change.

ARTICLE 8 OTHER COVENANTS OF THE PARTIES

8.1 Amalgamation

Each of the parties hereby covenants and agrees as follows:

- (a) on the Effective Date, AIM and DMG shall use commercially reasonable efforts to take all necessary steps to amalgamate DMG with AIM Subco; and
- (b) if the Amalgamation is completed and the Certificate of Amalgamation is issued by the British Columbia Registrar of Companies, to use its reasonable commercial efforts to ensure the completion of the “Qualifying Transaction”, the issuance by the TSX-V of the

Final Exchange Bulletin and the listing on the TSX-V of the AIM Shares issued to the former holders of DMG Shares pursuant to the Amalgamation occur reasonably forthwith following the issuance of the Certificate of Amalgamation.

8.2 *Consents and Notices*

Promptly after the date hereof and, if necessary, for a reasonable time after the Effective Date:

- (a) The Parties shall use all commercially reasonable efforts, and shall cooperate with each other to obtain, all consents, waivers, approvals, and authorizations, in addition to those set forth in clause (b) below which may be necessary to effect the Business Combination including, without limitation, obtaining those consents, waivers, approvals, and authorizations described in Section 3.2 hereof and Section 4.2 hereof and shall provide copies of such documents to the other Party.
- (b) Each of DMG, AIM and AIM Subco will promptly execute and file, or join in the execution and filing of, any application or other document that may be necessary in order to obtain the authorization, approval or consent of any Governmental Authority which may be reasonably required, or which any other Party may reasonably request in connection with the consummation of the transactions contemplated by this Agreement and shall provide copies of such documents to the other Party. Each of DMG, AIM and AIM Subco will use all commercially reasonable efforts to obtain promptly all such authorizations, approvals and consents.

8.3 *Circulars and Filing Statement*

- (a) As soon as practicable after the date hereof, if required, DMG shall call the DMG Meeting and hold the DMG Meeting as soon as practicable thereafter and mail the DMG Circular and all other documentation required in connection with the DMG Meeting to each DMG Shareholder, or obtain approval of the DMG Amalgamation Resolution by unanimous written consent resolution of the DMG Shareholders, as applicable. AIM shall file the Filing Statement with the TSX-V as soon as practicable after the date of this Agreement.
- (b) DMG shall advise its shareholders that the board of directors of DMG unanimously recommends that DMG Shareholders approve the DMG Amalgamation Resolution at the DMG Meeting or by unanimous written consent resolution of the DMG Shareholders, as applicable.
- (c) DMG covenants that none of the information regarding DMG to be supplied by DMG that is required to be included or incorporated by reference in the Filing Statement will as of the date of such document contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. If at any time prior to the Effective Time any event with respect to DMG or its officers and directors shall occur that is required to be described in the Filing Statement, DMG shall give prompt notice to AIM of such event and shall cooperate in the preparation of a supplement or amendment to the Filing Statement, as the case may be, if such supplement or amendment, as applicable, is required, unless such cooperation and efforts would subject DMG to unreasonable cost or liability or would be in breach of applicable statutory or regulatory requirements.
- (d) AIM covenants that the Filing Statement will comply as to form in all material respects with Canadian Securities Law and the requirements of the TSX-V and that none of the

information regarding AIM and AIM Subco that is included or incorporated by reference in the Filing Statement, as the case may be, contains any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. AIM also covenants that none of the information regarding AIM and AIM Subco to be supplied by AIM for inclusion or incorporation by reference in the DMG Circular, if necessary, will at the time of the mailing of the DMG Circular contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. If at any time prior to the Effective Time any event with respect to AIM, its officers and directors or any AIM Group Member shall occur that is required to be described in the Filing Statement or DMG Circular, as the case may be, AIM shall give prompt notice to DMG of such event and shall cooperate in the preparation of a supplement or amendment to the Filing Statement or DMG Circular, as the case may be, if such supplement or amendment, as applicable, is required, unless such cooperation and efforts would subject AIM to unreasonable cost or liability or would be in breach of applicable statutory or regulatory requirements.

8.4 *Defense of Proceedings*

AIM and AIM Subco, on the one hand, and DMG, on the other hand, shall vigorously defend, or shall cause to be vigorously defended, any lawsuits or other legal proceedings brought against AIM, DMG or any AIM Group Member, or their respective officers, directors or shareholders, challenging this Agreement or the completion of the Business Combination, and the Parties shall cooperate with each other in all respects in such defense. Neither AIM, AIM Subco nor DMG shall compromise or settle any claim brought in connection with the Business Combination, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned or delayed.

8.5 *Press Releases*

Before issuing any press release or otherwise making any public statements with respect to the this Agreement or the Business Combination, AIM, AIM Subco and DMG shall consult with each other and shall undertake reasonable efforts to agree upon the terms of such press release, and shall not issue any such press release or make any such public statement prior to such consultation, except as may be required by applicable Law or by obligations pursuant to any listing agreement with any stock exchange.

8.6 *Non-Solicitation*

- (a) From and after the date hereof until the termination of this Agreement, none of DMG nor any of its officers, directors, employees (other than to the extent required by Law), agents or Affiliates (and their officers, directors or employees) shall, directly or indirectly, (i) solicit, encourage or conduct discussions with or engage in negotiations with any Person, other than AIM, relating to the possible acquisition of DMG or any of its Affiliates (whether by way of merger, purchase of shares, purchase of assets or otherwise) or any material portion of its shares or assets, (ii) provide information with respect to DMG or any of its Affiliates to any Person, other than the Parties, relating to the possible acquisition of DMG (whether by way of merger, purchase of shares, purchase of assets or otherwise) or any material portion of its shares or assets, (iii) enter into an agreement with any Person, other than the Parties, providing for the acquisition of such Party or any of its affiliates (whether by way of merger, purchase of shares, purchase of assets or otherwise) or any material portion of its shares or assets, or (iv) make or authorize any statement, recommendation or solicitation in support of any possible acquisition of such Party (whether by way of merger,

purchase of shares, purchase of assets or otherwise) or any material portion of its shares or assets by any Person, other than by the Parties. In addition to the foregoing, if DMG or any of its officers, directors, agents, or Affiliates receives any unsolicited offer or proposal to enter negotiations relating to any of the above, DMG shall immediately notify AIM thereof, including information as to the identity of the offeror or the party making any such offer or proposal and the specific terms of such offer or proposal, as the case may be. Notwithstanding the foregoing, this section does not restrict, limit or prohibit the board of directors of DMG from exercising its fiduciary duties under applicable Law where in the good faith judgment of the board of directors of DMG, after consultation with outside legal counsel, failure to take such action would be inconsistent with the exercise of its fiduciary duties. For greater certainty, such fiduciary duty shall not relieve DMG of its obligations under this Agreement or limit the remedies (including specific performance and injunctive relief) available to AIM or AIM Subco, as applicable.

- (b) From and after the date hereof until the termination of this Agreement, none of AIM or any of its officers, directors, employees (other than to the extent required by Law), agents or Affiliates (and their officers, directors or employees) shall, directly or indirectly, (i) solicit, encourage or conduct discussions with or engage in negotiations with any Person, other than DMG, relating to the possible acquisition of AIM or any of its affiliates (whether by way of merger, purchase of shares, purchase of assets or otherwise) or any material portion of its shares or assets, (ii) provide information with respect to AIM or any of its affiliates to any Person, other than the Parties, relating to the possible acquisition of AIM or any of its affiliates (whether by way of merger, purchase of shares, purchase of assets or otherwise) or any material portion of its shares or assets, (iii) enter into an agreement with any Person, other than the Parties, providing for the acquisition of such Party or any of its affiliates (whether by way of merger, purchase of shares, purchase of assets or otherwise) or any material portion of its shares or assets, or (iv) make or authorize any statement, recommendation or solicitation in support of any possible acquisition of such Party or any of its affiliates (whether by way of merger, purchase of shares, purchase of assets or otherwise) or any material portion of its shares or assets by any Person, other than by the Parties. In addition to the foregoing, if AIM or any of its officers, directors, agents, or Affiliates receives any unsolicited offer or proposal to enter negotiations relating to any of the above, AIM shall immediately notify DMG thereof, including information as to the identity of the offeror or the party making any such offer or proposal and the specific terms of such offer or proposal, as the case may be. Notwithstanding the foregoing, this section does not restrict, limit or prohibit the board of directors of AIM from exercising its fiduciary duties under applicable Law where in the good faith judgment of the board of directors of AIM, after consultation with outside legal counsel, failure to take such action would be inconsistent with the exercise of its fiduciary duties. For greater certainty, such fiduciary duty shall not relieve AIM of its obligations under this Agreement or limit the remedies (including specific performance and injunctive relief) available to DMG.

8.7 *Refrain from Certain Actions*

No Party shall take any action, refrain from taking any action (subject to commercially reasonable efforts) or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement or which would or could reasonably be expected to materially impede the completion of the transactions contemplated hereby or which would or could reasonably be expected to have a Material Adverse Effect on such Party.

8.8 *Indemnity*

Each Party shall indemnify and hold harmless the other Parties hereto (and such other Parties' respective directors, officers and Advisers) (collectively, the “**Non-Offending Persons**”) from and against all claims, damages, liabilities, actions or demands to which the Non-Offending Persons may become subject insofar as such claims, damages, liabilities, actions or demands arise out of or are based upon the information supplied by a Party (other than the Non-Offending Persons) and contained in a circular having contained a misrepresentation. Each Party hereto shall obtain and hold the rights and benefits of this Section 8.8 in trust for and on behalf of such Party's directors, officers and Advisers.

8.9 *Exemptions from Registration Requirements of U.S. Securities Laws*

The Parties hereto intend for the issuances and exchanges of shares contemplated hereby to be exempt from the registration requirements of any applicable United States federal and state securities laws and, accordingly, each agrees to take such further commercially reasonable actions (including the execution and delivery of such further instruments and documents) as any other Party may reasonably request with regards to ensuring the availability of and maintaining such exemptions. The AIM Shares to be issued to the DMG Shareholders that are outside the United States will be issued in “offshore transactions” (as such term is defined in Regulation S under the U.S. Securities Act) in reliance on Regulation S under the U.S. Securities Act, and the AIM Shares to be issued to the DMG Shareholders that are in the United States will be issued to Accredited Investors in reliance on Rule 506(b) of Regulation D under the U.S. Securities Act. Each DMG Shareholder that is in the United States will be required to sign and deliver a certificate in the form attached hereto as Schedule C in order to make the necessary representations and warranties to confirm the availability of this exemption from registration under the U.S. Securities Act prior to receipt of the AIM Shares. Each DMG Shareholder that does not sign and deliver such certificate will be deemed to be representing and warranting that such DMG Shareholder is not in the United States. The AIM Shares to be issued to the DMG Shareholders in the United States in connection with the Amalgamation will be “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act. Each certificate representing such AIM Shares issued to holders in the United States will bear a legend in substantially the form that follows:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR UNDER ANY STATE SECURITIES LAWS AND ARE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 144 UNDER THE U.S. SECURITIES ACT. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULES 903 OR 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT

CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

ARTICLE 9
CONDITIONS TO OBLIGATIONS OF AIM

9.1 ***Conditions Precedent to Completion of the Business Combination***

The obligation of AIM and AIM Subco to complete the Business Combination is subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived by AIM and AIM Subco:

- (a) The representations and warranties of DMG set forth in Article 4 qualified as to materiality shall be true and correct, and the representations and warranties not so qualified shall be true and correct in all material respects as of the date of this Agreement and on the Effective Date as if made on the Effective Date (except for such representations and warranties made expressly as of a specified date which shall be true and correct in all material respects as of such date), except where any failure or breach of a representation or warranty would not, individually or in the aggregate, have a Material Adverse Effect on DMG and AIM shall have received a certificate signed on behalf of DMG by an executive officer thereof to such effect dated as of the Effective Date.
- (b) DMG shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by it prior to or on the Effective Date and AIM shall have received a certificate signed on behalf of DMG by an executive officer thereof to such effect dated as of the Effective Date.
- (c) There shall not have occurred any Material Adverse Change in DMG since the date of this Agreement.
- (d) The DMG Shareholders shall have approved the DMG Amalgamation Resolution in accordance with applicable Law.
- (e) Dissent Rights shall have been exercised in respect of no more than 10% of the issued and outstanding DMG Shares.
- (f) Current officers and/or employees of DMG shall have duly waived any termination or change of control payments triggered upon completion of the Business Combination.

ARTICLE 10
CONDITIONS TO OBLIGATIONS OF DMG

10.1 ***Conditions Precedent to Completion of the Business Combination***

The obligation of DMG to complete the Business Combination is subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived by DMG:

- (a) The representations and warranties of AIM and AIM Subco set forth in Article 5 qualified as to materiality shall be true and correct, and the representations and warranties not so qualified shall be true and correct in all material respects as of the date hereof and on the Effective Date as if made on the Effective Date (except for such representations and warranties made expressly as of a specified date which shall be true and correct in all material respects as of such date) except where any failure or breach of a representation or

warranty would not, individually or in the aggregate have a Material Adverse Effect on AIM or AIM Subco and DMG shall have received certificates signed on behalf of AIM and AIM Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date.

- (b) AIM and AIM Subco shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by AIM and AIM Subco, respectively, prior to or on the Effective Date and DMG shall have received certificates signed on behalf of AIM and AIM Subco, respectively, by an executive officer thereof to such effect dated as of the Effective Date.
- (c) There shall not have occurred any Material Adverse Change in the AIM Group since the date of this Agreement.
- (d) The DMG Shareholders shall have approved the DMG Amalgamation Resolution in accordance with applicable Law.
- (e) AIM, as the sole shareholder of AIM Subco, shall have approved in writing the AIM Subco Amalgamation Resolution.
- (f) Dissent Rights shall have been exercised in respect of no more than 10% of the issued and outstanding DMG Shares.
- (g) DMG shall be satisfied that the exchange of AIM Shares for DMG Shares shall be qualified or exempt from registration or qualification under all applicable United States federal and state securities laws.
- (h) All of the current directors and officers of AIM and AIM Subco shall have resigned (other than Justin Rasekh) without payment by or any liability to AIM, DMG, AIM Subco or Amalco, and each such director and officer shall have executed and delivered a release in favour of AIM, AIM Subco, DMG and Amalco, in a form acceptable to AIM and DMG, each acting reasonably.
- (i) DMG shall be satisfied in its sole discretion that: (A) at the time of the completion of the Business Combination, AIM has a cash balance of not less than \$100,000; and (B) AIM and AIM Subco have no liabilities, other than as set out in the AIM Disclosure Letter.

ARTICLE 11

MUTUAL CONDITIONS PRECEDENT

11.1 *Mutual Conditions Precedent*

The obligations of AIM and DMG to complete the Business Combination are subject to the satisfaction of the following conditions on or prior to the Effective Date, each of which may be waived only with the consent in writing of AIM, AIM Subco and DMG:

- (a) all consents, waivers, permits, exemptions, orders, consents and approvals required to permit the completion of the Business Combination, the failure of which to obtain could reasonably be expected to have a Material Adverse Effect on DMG or AIM or the completion of the Business Combination, shall have been obtained;
- (b) no temporary restraining order, preliminary injunction, permanent injunction or other order preventing the consummation of the Business Combination shall have been issued by any

- federal, state, or provincial court (whether domestic or foreign) having jurisdiction and remain in effect;
- (c) the AIM Shares to be issued pursuant to the Business Combination and reserved for issuance pursuant to the exercise of DMG Warrants shall have been conditionally approved for listing on the TSX-V, subject to standard conditions on the Effective Date or as soon as practicable thereafter;
 - (d) AIM shall have received conditional approval of the Business Combination by the TSX-V, together with any other approvals of the TSX-V necessary to complete the transactions contemplated in this Agreement;
 - (e) on the Effective Date, no cease trade order or similar restraining order of any other provincial securities administrator relating to the AIM Shares, the DMG Shares or the Amalco Shares shall be in effect;
 - (f) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity, before any court or Governmental Authority, agency or tribunal, domestic or foreign, that has a significant likelihood of success, seeking to restrain or prohibit the consummation of the Business Combination or any of the other transactions contemplated by this Agreement or seeking to obtain from AIM, AIM Subco or DMG any damages that are material in relation to AIM, AIM Subco and DMG and their subsidiaries taken as a whole;
 - (g) the distribution of Amalco Shares and the AIM Shares pursuant to the Business Combination shall be exempt from the prospectus and registration requirements of applicable Canadian Securities Law either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of applicable exemptions under Canadian Securities Laws and shall not be subject to resale restrictions under applicable Canadian Securities Laws (other than as applicable to control persons) or pursuant to section 2.6 of National Instrument 45-102 – *Resale of Securities of the Canadian Securities Administrators*);
 - (h) this Agreement shall not have been terminated in accordance with its terms; and
 - (i) the Concurrent Financing has completed or the funds from the Concurrent Financing are held in escrow and shall be immediately available to the Resulting Issuer after the Effective Date; and
 - (j) the completion of all legal, financial, business and technical due diligence to the satisfaction of the Parties.

ARTICLE 12 CLOSING

12.1 *Effective Date*

The Amalgamation shall be completed on the Effective Date and shall be effective at the Effective Time.

12.2 *Closing*

The Closing shall take place on the Effective Date or on such other date as DMG and AIM may agree. Unless this Agreement is terminated pursuant to the provisions hereof, at Closing DMG and AIM shall deliver to the other Party, as the case may be:

- (a) the documents required or contemplated to be delivered by it hereunder in order to complete, or necessary or reasonably requested to be delivered by it by the other Party in order to effect, the Amalgamation, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the Amalgamation becoming effective; and
- (b) written confirmation as to the satisfaction or waiver of all the conditions in its favour contained herein.

12.3 *Termination of this Agreement*

This Agreement may be terminated at any time prior to the Effective Time, whether before or after approval of the DMG Amalgamation Resolution by the DMG Shareholders, the AIM Subco Amalgamation Resolution by AIM, the Name Change Resolution by the board of directors of AIM, or any other matters presented in connection with the Business Combination:

- (a) by mutual written consent of AIM, AIM Subco and DMG;
- (b) by a Party if a condition in its favour or a mutual condition is not satisfied by the Termination Date (or any earlier date by which such condition is required to be satisfied) except where such failure is the result of a breach of this Agreement by such Party;
- (c) by AIM or DMG if there has been a breach of any of the material representations, warranties, covenants and agreements on the part of the other Party (the “**Breaching Party**”) set forth in this Agreement, which breach has or will result in the failure of the conditions set forth in Section 8.1, 9.1 or 10.1, as the case may, to be satisfied and in each case has not been cured within ten (10) Business Days following receipt by the Breaching Party of written notice of such breach from the non-breaching Party (the “**Non-Breaching Party**”);
- (d) by any Party if any permanent order, decree, ruling or other action of a court or other competent authority restraining, enjoining or otherwise preventing the consummation of the Business Combination shall have become final and non-appealable;
- (e) by AIM or DMG if:
 - (i) the other Party or the board of directors of such other Party, or any committee thereof, withdraws or modifies in a manner adverse to the initial Party, its approval of this Agreement or its recommendation to shareholders vote in favour of the DMG Amalgamation Resolution (a “**Change of Recommendation**”); or
 - (ii) the DMG Amalgamation Resolution is not approved by the DMG Shareholders;
- (f) by AIM or DMG if the Amalgamation is not completed by the Termination Date provided that the Party then seeking to terminate this Agreement is not then in default of any of its material obligations hereunder; and

- (g) by AIM or DMG if the other Party has breached the provisions of Section 7.6 hereof in any material manner.

12.4 *Survival of Representations and Warranties; Limitation*

The representations and warranties set forth in herein shall expire and be terminated on the earlier of the Effective Date or the termination of this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 *Further Actions*

From time to time, as and when requested by any Party, the other Parties shall execute and deliver, and use all commercially reasonable efforts to cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken, such further or other actions as may be reasonably requested in order to:

- (a) carry out the intent and purposes of this Agreement;
- (b) effect the Amalgamation (or to evidence the foregoing); and
- (c) consummate and give effect to the other transactions, covenants and agreements contemplated by this Agreement.

13.2 *Expenses*

Except as expressly set forth herein, each of the Parties shall be responsible for its own costs and charges incurred with respect to the transactions contemplated herein including, without limitation, all costs and charges incurred prior to the date of the Letter of Intent and all legal and accounting fees and disbursements relating to preparing this Agreement or otherwise relating to the transactions contemplated herein; provided, however (and for greater certainty), AIM shall be responsible for paying all costs and fees payable to the TSX-V in connection with its review of the Business Combination (including the review of the Personal Information Forms to be submitted by the New AIM Directors and New AIM Management) and all listing fees in connection with any securities issued pursuant to the Business Combination and provided that, except as set forth in the AIM Disclosure Letter, the only costs to be incurred by AIM and AIM Subco are reasonable accounting and legal fees and disbursements and expenses related to the Business Combination.

13.3 *Knowledge*

Where the phrases “to the knowledge of DMG” or “to the knowledge of AIM” are used in respect of DMG or AIM, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon:

- (a) in the case of DMG, the actual knowledge of management of DMG after appropriate inquiries and investigations; and
- (b) in the case of AIM, the actual knowledge of management of AIM after appropriate inquiries and investigations.

13.4 *Entire Agreement*

This Agreement, which includes the Schedules hereto and the other documents, agreements, and instruments executed and delivered pursuant to or in connection with this Agreement, contains the entire Agreement between the Parties with respect to matters dealt within herein and, except as expressly provided herein, supersedes all prior arrangements or understandings with respect thereto, including the Letter of Intent.

13.5 *Descriptive Headings*

The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

13.6 *Notices*

A notice or other communication to a party under this Agreement is valid if (a) it is in writing, and (b) it is delivered by hand, by registered mail, or by any courier service that provides proof of delivery, or (c) it is sent by electronic mail, and (d) it is addressed using the information for that party set out below (or any other information specified by that party in accordance with this section 13.6):

- (a) If to AIM:

Aim Explorations Ltd.
1000 - 409 Granville Street
Vancouver, B.C. V6C 1T2

Attention: Geoff Balderson
E-mail: **[redacted personal information]**

- (b) If to DMG:

DMG Blockchain Solutions Inc.
605 - 815 Hornby Street
Vancouver, B.C. V6Z 2E6

Attention: Daniel Reitzik
E-mail: **[redacted personal information]**

- (c) If to AIM Subco:

Aim Explorations Ltd.
1000 - 409 Granville Street
Vancouver, B.C. V6C 1T2

Attention: Geoff Balderson
E-mail: **[redacted personal information]**

A valid notice or other communication under this Agreement will be effective when the party to which it is addressed receives it. A party is deemed to have received a notice or other communication under this Agreement at the time and date indicated on the signed receipt or in the case of e-mail transmission the day of transmission; and, if the party to which it is addressed rejects or otherwise refuses to accept it, or if it

cannot be delivered because of a change in address (including change of an e-mail address) for which no notice was given, then upon that rejection, refusal or inability to deliver.

13.7 *Governing Law*

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the federal laws of Canada applicable therein, but references to such laws shall not, by conflict of laws, rules or otherwise require application of the law of any jurisdiction other than the Province of British Columbia and the Parties hereby further irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia in respect of any matter arising hereunder or in connection with the transactions contemplated in this Agreement.

13.8 *Enurement and Assignability*

This Agreement shall be binding upon and shall enure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns, provided that this Agreement shall not be assignable otherwise than by operation of law by either Party without the prior written consent of the other Parties, and any purported assignment by any Party without the prior written consent of the other Party shall be void.

13.9 *Confidentiality*

The Parties agree that no disclosure or announcement, public or otherwise, in respect of the Business Combination, this Agreement or the transactions contemplated herein shall be made by any Party or its representatives without the prior agreement of the other Parties as to timing, content and method, hereto, provided that the obligations herein will not prevent any Party from making, after consultation with the other Parties, such disclosure as its counsel advises is required by applicable Law or the rules and policies of the TSX-V (or any other relevant stock exchange). If either AIM, DMG or AIM Subco is required by applicable Law or regulatory instrument, rule or policy to make a public announcement with respect to the Business Combination, such Party hereto will provide as much notice to the other of them as reasonably possible, including the proposed text of the announcement.

Except as and only to the extent required by applicable Law, the Receiving Party will not disclose or use, and it will cause its representatives not to disclose or use, any Confidential Information furnished by a Disclosing Party or its representatives to the Receiving Party or its representatives at any time or in any manner, other than for the purposes of evaluating the Business Combination.

13.10 *Remedies*

The Parties acknowledge that an award of money damages may be inadequate for any breach of the obligations undertaken by the Parties and that the Parties shall be entitled to seek equitable relief, in addition to remedies at law. In the event of any action to enforce the provisions of this Agreement, each of the Parties waive the defense that there is an adequate remedy at law. Without limiting any remedies any Party may otherwise have, in the event any Party refuses to perform its obligations under this Agreement, the other Party shall have, in addition to any other remedy at law or in equity, the right to specific performance.

13.11 *Waivers and Amendments*

Any waiver of any term or condition of this Agreement, or any amendment or supplementation of this Agreement, shall be effective only if in writing. A waiver of any breach or failure to enforce any of the terms or conditions of this Agreement shall not in any way affect, limit, or waive a Party's rights hereunder at any time to enforce strict compliance thereafter with every term or condition of this Agreement.

13.12 *Illegality*

In the event that any provision contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and the remaining provisions of this Agreement shall not, at the election of the Party for whose benefit the provision exists, be in any way impaired.

13.13 *Currency*

Except as otherwise set forth herein, all references to amounts of money in this Agreement are to Canadian Dollars.

13.14 *Counterparts*

This Agreement may be signed in counterparts, each of which will be deemed to be an original and together will be deemed to constitute the same instrument. This Agreement may be signed and delivered manually or electronically.

[REMAINDER OF THE AGREEMENT IS INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the day and year first above written.

1139957 B.C. Ltd.

By: "*Geoff Balderson*"
Name: Geoff Balderson
Title: Director

AIM EXPLORATIONS LTD.

By: "*Geoff Balderson*"
Name: Geoff Balderson
Title: President, CEO and Director

DMG BLOCKCHAIN SOLUTIONS INC.

By: "*Daniel Reitzik*"
Name: Daniel Reitzik
Title: Director & CEO

SCHEDULE A

DEFINITIONS

“**Advisers**” when used with respect to any Person, shall mean such Person's directors, officers, employees, representatives, agents, counsel, accountants, advisers, engineers, and consultants.

“**Affiliate**” shall have the meaning ascribed to such term in National Instrument 45-106 – *Prospectus Exemptions* of the Canadian Securities Administrators.

“**Agreement**” means this Business Combination Agreement, as it may be amended or supplemented at any time and from time to time after the date hereof.

“**AIM**” means Aim Explorations Ltd., a corporation existing under the BCBCA.

“**AIM Disclosure Letter**” means the letter dated as of the date of this Agreement and delivered by AIM and AIM Subco to DMG contemporaneously with the execution of this Agreement.

“**AIM Group**” means and includes AIM and AIM Subco.

“**AIM Group Member**” means and includes AIM and AIM Subco.

“**AIM Meeting**” means the special meeting of the AIM Shareholders to be held to approve, *inter alia*, the AIM Business Combination Resolution, and any and all adjournments or postponements of such meeting.

“**AIM Options**” means currently outstanding options to purchase AIM Shares.

“**AIM Securities Documents**” shall have the meaning ascribed to such term in Section 5.4(a).

“**AIM Shareholders**” means the holders of AIM Shares.

“**AIM Shares**” means the common shares in the capital of AIM.

“**AIM Stock Option Plan**” means the stock option plan of AIM.

“**AIM Subco**” means 1139957 B.C. Ltd., a wholly-owned subsidiary of AIM, created for the purpose of effecting the Business Combination.

“**AIM Subco Amalgamation Resolution**” means the resolution of AIM, as sole shareholder of AIM Subco, approving the Amalgamation and the Business Combination Agreement.

“**AIM Subco Shares**” means the common shares in the capital of AIM Subco.

“**AIM Warrants**” means currently issued outstanding warrants to purchase AIM Shares.

“**Amalco**” means the corporation resulting from Amalgamation.

“**Amalco Shares**” means common shares in the capital of Amalco.

“**Amalgamation**” means an amalgamation of AIM Subco and DMG pursuant to Section 270 of the BCBCA, on the terms and subject to the conditions set out in this Agreement, subject to any amendments or variations thereto made in accordance with the provisions of this Agreement.

“**Associate**” shall have the meaning ascribed to such term in the *Securities Act* (British Columbia).

“**BCBCA**” means the *Business Corporations Act (British Columbia)* as amended;

“**Breaching Party**” shall have the meaning ascribed to such term in Section 12.3(c).

“**Business Combination**” means the business combination among AIM, AIM Subco and DMG pursuant to which DMG Shareholders will receive AIM Shares on the basis of one (1) AIM Share for each one (1) DMG Share held and AIM will become the parent company of Amalco.

“**Business Day**” means any day other than a Saturday or Sunday or other day on which Canadian Chartered Banks located in the City of Vancouver, British Columbia are required or permitted to close.

“**Canadian Securities Laws**” means the *Securities Act* (or equivalent legislation) in each of the provinces and territories of Canada and the respective regulations under such legislation together with applicable published rules, regulations, policy statements, national instruments and memoranda of understanding of the Canadian Provincial Securities Administrators and the securities regulatory authorities in such provinces and territories.

“**Certificate of Amalgamation**” means the certificate of amalgamation to be issued by the by the British Columbia Registrar of Companies to DMG and Amalco giving effect to the Amalgamation.

“**Change of Recommendation**” shall have the meaning ascribed to such term in Section 12.3(e)(i).

“**Closing**” means the completion of the Amalgamation as contemplated in this Agreement.

“**Concurrent Financing**” means the concurrent private placement of AIM Shares at a minimum price of \$0.70 per AIM Share to raise gross proceeds of a minimum of \$7,500,000, such private placement to close on, prior, or immediately after the Effective Date; finder’s fees may be payable in connection with the offering in accordance with TSX-V policies and applicable Laws.

“**Confidential Information**” means any information concerning the Disclosing Party or its business, properties and assets made available to the Receiving Party; provided that it does not include information which: (a) is generally available to or known by the public other than as a result of improper disclosure by the Receiving Party or pursuant to a breach of Section 12.8 by the Receiving Party; (b) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that, to the reasonable knowledge of the Receiving Party, such source was not bound by a duty of confidentiality to the Disclosing Party or another party with respect to such information; (c) is developed by the Receiving Party independently of any disclosure by the Disclosing Party; or (d) was in the Receiving Party’s possession prior to its disclosure by the Disclosing Party.

“**Contract**” means any contract, lease, agreement, instrument, license, commitment, order, or quotation, written or oral.

“**Directed Selling Efforts**” means directed selling efforts as that term is defined in Regulation S under the U.S. Securities Act. Without limiting the foregoing, but for greater clarity in this Agreement, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the AIM Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the AIM Shares.

“**Disclosing Party**” means any Party or its representatives disclosing Confidential Information to the Receiving Party.

“**Dissent Rights**” shall have the meaning ascribed to such term in Section 1.2(f).

“**DMG Amalgamation Resolution**” means the resolution of the holders of DMG Shares to be approved at the DMG Meeting, or by unanimous written consent resolution of the DMG Shareholders, as applicable, approving the Amalgamation and the Business Combination Agreement.

“**DMG Circular**” means the management information circular of DMG to be provided to the DMG Shareholders in respect of the DMG Amalgamation Resolution and the other matters (if any) to be considered at the DMG Meeting.

“**DMG Disclosure Letter**” means a letter dated as of the date of this Agreement and delivered by DMG to AIM and AIM Subco contemporaneous with the execution of this Agreement.

“**DMG Meeting**” means the special meeting of the shareholders of DMG to be held to approve, *inter alia*, the Amalgamation pursuant to this Agreement and any and all adjournments or postponements of such meeting, if required pursuant to applicable Laws and the requirements of the TSX-V.

“**DMG Options**” means outstanding options to purchase DMG Shares.

“**DMG Shareholders**” means the holders of the issued and outstanding DMG Shares.

“**DMG Shares**” means the common shares in the capital of DMG.

“**DMG Stock Option Plan**” means the stock option plan of DMG.

“**DMG Warrants**” means currently issued outstanding warrants to purchase DMG Shares.

“**Effective Date**” shall have the meaning ascribed to such term in Section 1.2(e).

“**Effective Time**” means 12:01 a.m. (Vancouver time) on the Effective Date.

“**Employee Plans**” means all plans, arrangements, agreements, programs, policies or practices, whether oral or written, formal or informal, funded or unfunded, maintained for employees, including, without limitation:

- (a) any employee benefit plan or material fringe benefit plan;
- (b) any retirement savings plan, pension plan or compensation plan, including, without limitation, any defined benefit pension plan, defined contribution pension plan, group registered retirement savings plan or supplemental pension or retirement income plan;
- (c) any bonus, profit sharing, deferred compensation, incentive compensation, stock compensation, stock purchase, hospitalization, health, drug, dental, legal disability, insurance (including without limitation unemployment insurance), vacation pay, severance pay or other benefit plan, arrangement or practice with respect to employees or former employees, individuals working on contract, or other individuals providing services of a kind normally provided by employees; and
- (d) where applicable, all statutory plans, including, without limitation, the Canada or Québec Pension Plans.

“**Encumbrance**” includes any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, adverse claim, other third-party interest or encumbrance of any kind, whether contingent or

absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing.

“**Environmental Laws**” means Laws regulating or pertaining to the generation, discharge, emission or release into the environment (including without limitation ambient air, surface water, groundwater or land), spill, receiving, handling, use, storage, containment, treatment, transportation, shipment, disposition or remediation or clean-up of any Hazardous Substance, as such Laws are amended and in effect as of the date hereof.

“**Final Exchange Bulletin**” means the TSX-V Bulletin which is issued following the closing of the Amalgamation and the submission of all documentation required by the TSX-V evidencing final acceptance of the TSX-V of the Amalgamation.

“**Government**” means:

- (a) the government of Canada, or any foreign country;
- (b) the government of any Province, county, municipality, city, town, or district of Canada, or any foreign country; and
- (c) any ministry, agency, department, authority, commission, administration, corporation, bank, court, magistrate, tribunal, arbitrator, instrumentality, or political subdivision of, or within the geographical jurisdiction of, any government described in the foregoing clauses (a) and (b), and for greater certainty, includes the TSX-V.

“**Government Official**” means:

- (a) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Authority;
- (b) any salaried political party official, elected member of political office or candidate for political office; or
- (c) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses.

“**Governmental**” means pertaining to any Government.

“**Governmental Authority**” means and includes, without limitation, any Government or other political subdivision of any Government, judicial, public or statutory instrumentality, court, tribunal, commission, board, 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 TSX-V.

“**Group Member**” means and includes any Party and its other group members as the context requires.

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

“**IFRS**” means International Financial Reporting Standards.

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

“TTA” means the *Income Tax Act* (Canada), as amended and all regulations thereunder.

“Income Tax” means any Tax based on or measured by income (including without limitation, based on net income, gross income, income as specifically defined, earnings, profits or selected items of income, earnings or profits); and any interest, Penalties and additions to tax with respect to any such tax (or any estimate or payment thereof).

“Intellectual Property” means all rights to and interests in:

- (a) all business and trade names, logos and designs, brand names and slogans Related to the Business; and
- (b) all inventions, improvements, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application), industrial designs and applications for registration of industrial designs Related to the Business.

“Law” means any of the following of, or issued by, any Government, in effect on or prior to the date hereof, including any amendment, modification or supplementation of any of the following from time to time subsequent to the original enactment, adoption, issuance, announcement, promulgation or granting thereof and prior to the date hereof: any statute, law, act, ordinance, code, rule or regulation of any writ, injunction, award, decree, judgment or order.

“Letter of Intent” means the letter of intent, dated September 15, 2017, between DMG and AIM related to the Business Combination.

“liability” of any Person means and include:

- (a) any right against such Person to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured;
- (b) any right against such Person to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to any equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured; and
- (c) any obligation of such Person for the performance of any covenant or agreement (whether for the payment of money or otherwise).

“Filing Statement” means the filing statement of AIM to be prepared in accordance with the requirements of the TSX-V and filed with the TSX-V in connection with the Business Combination.

“Material Adverse Change” or **“Material Adverse Effect”** means, with respect to either Party any change, event, effect, occurrence or state of facts that, individually or in the aggregate with other such changes, events, effects, occurrences or states of fact, has, or would reasonably be expected to constitute a material adverse change in respect of or to have a material adverse effect on, the business, properties, assets, operations, results of operations or financial condition of the party and its subsidiaries, as applicable, taken

as a whole. The foregoing shall not include any change or effects attributable to: (i) any matter that has been disclosed in writing to the other Party or any of its Advisers by a Party or any of its Advisers prior to the execution of this Agreement; (ii) changes in applicable law, changes relating to general economic, political or financial conditions or natural disaster, war, strife or terrorism; (iii) relating to the state of securities markets in general or currency exchange rates; (iv) the Concurrent Financing; or (v) the announcement of the Business Combination or the performance of any obligation hereunder.

“**Name Change**” means the change of AIM’s name to “DMG Blockchain Solutions Inc.” or such other name as is acceptable to the regulatory authorities.

“**Name Change Resolution**” means the written consent resolution of the directors of AIM authorizing the name change of AIM to “Grow Infrastructure Corporation”.

“**New AIM Directors**” shall have the meaning ascribed to such term in Section 1.3.

“**New AIM Management**” shall have the meaning ascribed to such term in Section 1.3.

“**New AIM Warrants**” means the warrants to purchase AIM Shares that are to be issued in exchange for DMG Warrants pursuant to this Agreement.

“**Non-Breaching Party**” shall have the meaning ascribed to such term in Section 12.3(c).

“**Non-Offending Persons**” shall have the meaning ascribed to such term in Section 8.8.

“**Parties**” and “**Party**” means the parties to this Agreement.

“**penalty**” means any civil or criminal penalty (including any interest thereon), fine, levy, lien, assessment, charge, monetary sanction or payment, or any payment in the nature thereof, of any kind, required to be made to any Government under any Law.

“**Person**” means any corporation, partnership, limited liability company or partnership, joint venture, trust, unincorporated association or organization, business, enterprise or other entity; any individual; and any Government.

“**Receiving Party**” means any Party or its representatives receiving Confidential Information from a Disclosing Party.

“**Related to the Business**” means, directly or indirectly, used in, arising from, or relating in any manner to the business of DMG.

“**Resulting Issuer**” means AIM after giving effect to the Business Combination;

“**Resulting Issuer Shares**” means the AIM Shares after the completion of the Business Combination;

“**SEC**” means the United States Securities and Exchange Commission.

“**subsidiary**” means, with respect to a specified corporation, any corporation of which more than fifty per cent (50%) of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified corporation, and shall include any corporation in like relation to a subsidiary.

“**Tax**” means any tax, levy, charge or assessment imposed by or due any Government, together with any interest, penalties, and additions to tax relating thereto, including without limitation, any of the following:

- (a) any Income Tax;
- (b) any franchise, sales, use and value added tax or any license or withholding tax; any payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, alternative or add-on minimum tax; and any customs duties or other taxes;
- (c) any tax on property (real or personal, tangible or intangible, based on transfer or gains);
- (d) any estimate or payment of any of tax described in the foregoing clauses (a) through (d); and
- (e) any interest, Penalties and additions to tax with respect to any tax (or any estimate or payment thereof) described in the foregoing clauses (a) through (e).

“**Tax Return**” means all returns, amended returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority in Canada.

“**Termination Date**” means January 31, 2018.

“**TSX-V**” means the TSX Venture Exchange.

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

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

SCHEDULE B
AMALGAMATION APPLICATION

(see attached)

AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 266

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

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

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

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

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

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

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

(Check all applicable boxes.)

- BC company
- BC unlimited liability company

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

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

OR

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

OR

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

The name of the amalgamating company being adopted is:

The incorporation number of that company is: _____

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

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

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

OR

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

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

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

YYYY / MM / DD

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

YYYY / MM / DD

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

E AMALGAMATING CORPORATIONS

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

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

F FORMALITIES TO AMALGAMATION

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

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

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

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

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

NOTICE OF ARTICLES

A NAME OF COMPANY

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

B TRANSLATION OF COMPANY NAME

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

C DIRECTOR NAME(S) AND ADDRESS(ES)

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

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

LAST NAME

FIRST NAME

MIDDLE NAME

DELIVERY ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

MAILING ADDRESS

PROVINCE/STATE

COUNTRY

POSTAL CODE/ZIP CODE

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE

POSTAL CODE

BC

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

PROVINCE

POSTAL CODE

BC**E RECORDS OFFICE ADDRESSES**

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE

POSTAL CODE

BC

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

PROVINCE

POSTAL CODE

BC**F AUTHORIZED SHARE STRUCTURE**

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

SCHEDULE C
CERTIFICATE OF U.S. DMG SHAREHOLDER

TO: **Aim Explorations Ltd.**

AND TO: **DMG Blockchain Solutions Inc.**

Pursuant to a Business Combination Agreement (the “**Agreement**”) among Aim Explorations Ltd., a British Columbia corporation (the “**Issuer**”), 1139957 B.C. Inc., a British Columbia and a wholly-owned subsidiary of the Issuer (“**AIM Subco**”), and DMG Blockchain Solutions Inc., a British Columbia corporation (“**DMG**”), the shareholders of DMG (the “**Shareholders**”) will exchange their outstanding common shares of DMG (“**DMG Shares**”) for common shares of the Issuer (the “**AIM Shares**”) on the basis of 1 AIM Share for each DMG Share held, and AIM Subco will amalgamate with DMG (the “**Transaction**”). Immediately following the closing of the Transaction the name of the Issuer will be changed to “DMG Blockchain Solutions Inc.” or another name acceptable to the parties.

The representations, warranties and covenants in this Certificate will form the basis for the exemptions from the registration requirements of the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and applicable state securities laws, for the issuance of the AIM Shares to DMG Shareholders in exchange for the DMG Shares upon completion of the Transaction (the “**Exchange**”).

In connection with the Transaction and the Exchange, the undersigned DMG Shareholder, on its own behalf and on behalf of any beneficial holder for whom it is acting, represents and warrants to, and covenants with, the Issuer and DMG that:

1. It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the AIM Shares and it is able to bear the economic risk of loss of its entire investment.
2. The Issuer has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the Exchange, and it has had access to such information concerning the Issuer as it has considered necessary or appropriate in connection with its investment decision to acquire the AIM Shares.
3. It understands that none of the AIM Shares have been or will be registered under the U.S. Securities Act, or the securities laws of any state of the United States, and that the issuance of the AIM Shares in exchange for the DMG Shares is being made only to “accredited investors”, as defined in Rule 501(a) of Regulation D under the U.S. Securities Act (“**Accredited Investors**”), in reliance on the exemption from such registration requirements provided by Rule 506(b) of Regulation D under the U.S. Securities Act.
4. It is an Accredited Investor and is acquiring the AIM Shares for its own account, or for the account of another Accredited Investor as to which the undersigned exercises sole investment discretion, for investment purposes only and not with a view to any resale, distribution or other disposition of the AIM Shares in violation of the United States federal or state securities laws.
5. If the DMG Shareholder is an individual (that is, a natural person and not a corporation, partnership, trust or other entity), then it (and any beneficial holder on whose behalf it is acting) satisfies one or more of the categories of Accredited Investor indicated below (**please place an “S” on the appropriate line(s) below that applies to the undersigned DMG Shareholder and a “BH” on the appropriate line(s) below that applies to the beneficial holder (if any)**):

_____ A natural person whose individual “net worth”, or joint “net worth” with that person’s spouse, at the date of this Certificate exceeds US \$1,000,000;

For purposes of calculating “net worth” under this paragraph:

- (i) The person’s primary residence shall not be included as an asset;
- (ii) Indebtedness that is secured by the person’s primary residence, up to the estimated fair market value of the primary residence at the time of the sale of securities, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of the sale of securities exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and
- (iii) Indebtedness that is secured by the person’s primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of securities shall be included as a liability.

_____ A natural person who had an individual income in excess of US \$200,000 in each of the two most recent years or joint income with that person’s spouse in excess of US \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

6. If the DMG Shareholder is a corporation, partnership, trust or other entity, then it (and any beneficial DMG Shareholder on whose behalf it is acting) satisfies one or more of the categories of Accredited Investor indicated below (**please place an “S” on the appropriate line(s) below that applies to the undersigned DMG Shareholder and a “BH” on the appropriate line(s) below that applies to the beneficial holder (if any):**

_____ A bank as defined in section 3(a)(2) of the U.S. Securities Act, or any savings and loan association or other institution as defined in section 3(a)(5)(A) of the U.S. Securities Act whether acting in its individual or fiduciary capacity;

_____ A broker or dealer registered pursuant to section 15 of the United States Securities Exchange Act of 1934, as amended;

_____ An insurance company as defined in section 2(a)(13) of the U.S. Securities Act;

_____ An investment company registered under the United States Investment Company Act of 1940, as amended, or a business development company as defined in Section 2(a)(48) of that Act;

_____ A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended;

_____ A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of US \$5,000,000;

- _____ An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment advisor, or if the employee benefit plan has total assets in excess of US \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;
- _____ An organization described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended (the “Code”), a corporation, a Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the AIM Shares, with total assets in excess of US \$5,000,000;
- _____ A trust that (a) has total assets in excess of US \$5,000,000, (b) was not formed for the specific purpose of acquiring the Shares, and (c) whose purchase is directed by a person who has such knowledge and experience in financial and business matters that he/she is capable of evaluating the merits and risks of an investment in the AIM Shares;
- _____ A private business development company as defined in Section 202(a)(22) of the United States Investment Advisors Act of 1940, as amended; or
- _____ An entity in which all of the equity owners satisfy the requirements of one or more of the foregoing categories set forth in paragraph 5 of this Certificate and/or this paragraph 6.

7. It is not acquiring the AIM Shares as a result of any form of “general solicitation or general advertising” (as such terms are used in Regulation D under the U.S. Securities Act), including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, or broadcast over radio, television or the Internet, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.
8. It agrees that if it decides to offer, sell, pledge or otherwise transfer any of the AIM Shares, it will not offer, sell, pledge or otherwise transfer any of such AIM Shares, directly or indirectly, unless the transfer is made:
 - (a) to the Issuer;
 - (b) outside the United States in a transaction meeting the requirements of Rules 903 or 904 of Regulation S under the U.S. Securities Act and in compliance with applicable local laws and regulations;
 - (c) pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144 thereunder, if available, and in accordance with any applicable state securities laws; or
 - (d) in a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws; and

it has prior to such transfer pursuant to subsection (c) or (d) furnished to the Issuer an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Issuer to such effect.

9. The certificates representing the AIM Shares, and any certificates issued in exchange or substitution for such securities, will bear a legend in substantially the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”) OR UNDER ANY STATE SECURITIES LAWS AND ARE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 144 UNDER THE U.S. SECURITIES ACT. THE HOLDER HEREOF, BY ACQUIRING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE ISSUER THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULES 903 or 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE U.S. SECURITIES ACT AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.”

If the AIM Shares are being sold in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act and in compliance with Canadian local laws and regulations, the legend may be removed by providing a declaration to the Issuer and its transfer agent substantially in the form set forth in Exhibit I hereto (or as the Issuer may prescribe from time to time), and, if requested by the Issuer’s transfer agent, an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Issuer, to the effect that the transfer is being made in compliance with Rule 904 of Regulation S under the U.S. Securities Act.

If any of the AIM Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, if available, the legend may be removed by delivery to the Issuer and its transfer agent of an opinion of counsel of recognized standing, in form and substance reasonably satisfactory to the Issuer, to the effect that the legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

10. It consents to the Issuer making a notation on its records or giving instructions to its transfer agent in order to implement the restrictions on transfer set forth and described in this Certificate.
11. It understands and agrees that there may be material tax consequences to the DMG Shareholder of the acquisition, holding, exercise or disposition of the AIM Shares, and that it is the sole responsibility of the DMG Shareholder to determine and assess such tax consequences as may apply to its particular circumstances. The Issuer does not give any opinion or make any representation with respect to the tax consequences to the DMG Shareholder under United States, state, local or foreign tax law of the undersigned’s acquisition, holding, exercise or disposition of such AIM Shares; in particular, no determination has been made whether the Issuer will be a “passive foreign investment company” (“**PFIC**”) within the meaning of Section 1297 of the Code.

12. It understands and acknowledges that: (i) if the Issuer were to be classified as a PFIC for a tax year in which the DMG Shareholder owns AIM Shares, the DMG Shareholder would be subject to adverse United States federal income tax consequences that might be mitigated if it were to make a timely “qualified electing fund” (“**QEF**”) election (as such term is defined in the Code); (ii) the DMG Shareholder’s ability to make a QEF election will depend in part upon the Issuer complying with certain record keeping and information delivery requirements; and (iii) there is no assurance that the Issuer will satisfy the record keeping requirements that apply to a PFIC, or that the Issuer will supply the DMG Shareholder with the information that the DMG Shareholder is required to report under QEF rules if the Issuer is a PFIC and the DMG Shareholder wishes to make a QEF election. Therefore, the DMG Shareholder understands and acknowledges that it may not be able to make a QEF election with respect to the AIM Shares.
13. It understands that the financial statements of the Issuer have been prepared in accordance with International Financial Reporting Standards, which differ in some respects from United States generally accepted accounting principles, and thus may not be comparable to financial statements of United States companies.
14. The DMG Shareholder is in the United States. The address at which the DMG Shareholder received and accepted the offer to acquire the AIM Shares is the address listed on the execution page of this Certificate.
15. It understands that the AIM Shares are “restricted securities”, as defined in Rule 144(a)(3) under the U.S. Securities Act, and that the DMG Shareholder may dispose of the AIM Shares only pursuant to an effective registration statement under the U.S. Securities Act or an exemption from the registration requirements of the U.S. Securities Act. The DMG Shareholder understands and acknowledges that the Issuer is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the AIM Shares in the United States. Accordingly, the DMG Shareholder understands that absent registration under the U.S. Securities Act or an exemption therefrom, the DMG Shareholder may be required to hold the AIM Shares indefinitely.
16. It understands that (i) if the Issuer is deemed to be an issuer that is, or that has been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents (a “**Shell Company**”), Rule 144 under the U.S. Securities Act may not be available for resales of the AIM Shares, and (ii) the Issuer is not obligated to make Rule 144 under the U.S. Securities Act available for resales of the AIM Shares. If the Issuer would be considered to have been a Shell Company, consequently, Rule 144 under the U.S. Securities Act is not available for resales of the AIM Shares unless and until the Issuer has satisfied the applicable conditions set forth in Rule 144 under the U.S. Securities Act or in other guidance issued by the United States Securities and Exchange Commission. In general terms, the satisfaction of such conditions would require the Issuer to have been a registrant under the United States Securities Exchange Act of 1934, as amended, for at least 12 months, to be in compliance with its reporting obligations thereunder, and to have filed certain information with the United States Securities and Exchange Commission at least 12 months prior to the intended resale (or to have satisfied similar requirements under applicable Canadian securities laws). As a result, Rule 144 under the U.S. Securities Act may never be available for resales of the AIM Shares.

17. It understands that the Issuer is incorporated under the laws of Canada, that substantially all of the Issuer's assets are located outside the United States and that most or all of its directors and officers are residents of countries other than the United States, and, as a result, it may be difficult for the DMG Shareholder to effect service of process within the United States upon the Issuer or its directors or officers, or to realize in the United States upon judgments of courts of the United States predicated upon civil liability of the Issuer and its directors and officers under the U.S. federal securities laws.
18. It understands that no agency, governmental authority, regulatory body, stock exchange or other entity (including, without limitation, the United States Securities and Exchange Commission or any state securities commission) has made any finding or determination as to the merit of investment in, nor have any such agencies or governmental authorities made any recommendation or endorsement with respect, to the AIM Shares.
19. If required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, it will execute, deliver and file and otherwise assist the Issuer in filing reports, questionnaires, undertakings and other documents with respect to the issue of the AIM Shares.
20. It understands and acknowledges that it is making the representations and warranties and agreements contained herein with the intent that they may be relied upon by the Issuer and DMG in determining its eligibility to acquire the AIM Shares in exchange for the DMG Shares upon completion of the Transaction. It understands that the representations, warranties and covenants made by the DMG Shareholder in this Certificate will form the basis of the exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws for the issuance of the AIM Shares in exchange for the DMG Shares following completion of the Transaction.

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

The statements made in this Certificate are true and accurate to the best of my information and belief and I will promptly notify the Issuer and DMG of any changes in any representation, warranty, agreement or other information relating to the undersigned set forth herein which takes place prior to the acquisition of the AIM Shares.

In order to receive their AIM Shares, each DMG Shareholder that is in the United States must complete and sign this Certificate.

Capitalized terms used in this Schedule C and not defined herein have the meaning ascribed thereto in the Agreement to which this Schedule is annexed.

(SIGNATURE PAGE FOLLOWS)

ONLY U.S. DMG SHAREHOLDERS NEED COMPLETE AND SIGN

Dated _____, 20__

X

Signature of individual (if DMG Shareholder **is** an individual)

X

Authorized signatory (if DMG Shareholder **is not** an individual)

Name of DMG Shareholder (**please print**)

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

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

Address of DMG Shareholder

EXHIBIT I
TO SCHEDULE C
DECLARATION FOR REMOVAL OF LEGEND

TO: Computershare Investor Services Inc., as registrar and transfer agent for the common shares of the Aim Explorations Ltd. (to be renamed DMG Blockchain Solutions Inc.)

AND TO: Aim Explorations Ltd. (to be renamed DMG Blockchain Solutions Inc.) (the “**Issuer**”)

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

Dated: _____ X _____
Signature of individual (if DMG Shareholder is an individual)

X _____
Authorized signatory (if DMG Shareholder is not an individual)

Name of DMG Shareholder (please print)

Name of authorized signatory (please print)

Official capacity of authorized signatory (please print)

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

We have read the foregoing representations of our customer, _____ (the "Seller") dated _____, with regard to the sale, for such Seller's account, of the common shares of the Issuer represented by certificate number _____ described therein (the "Securities"). We have executed or will execute sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was or will be made to a person in the United States;
- (2) the sale of the Securities was or will be executed in, on or through the facilities of the Toronto Stock Exchange, the TSX Venture Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not or will not be pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were or will be made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done and will do no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations:

"**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned;

"**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and

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

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

Name of Firm

Name of Firm

By:

Authorized Officer

Dated: _____ 20__.