

## ARRANGEMENT AGREEMENT

**THIS ARRANGEMENT AGREEMENT** is made as of the 17<sup>th</sup> day of November 2023

**BETWEEN:**

**ROKMASTER RESOURCES CORP.**, a company duly incorporated under the laws of British Columbia, having its head office at 615 - 625 Howe Street Vancouver, British Columbia V6C 2T6

(hereinafter referred to as the “**Company**”)

**AND:**

**4METALS EXPLORATION LTD.**, a company duly incorporated under the laws of British Columbia, having its head office at 615 - 625 Howe Street Vancouver, British Columbia V6C 2T6

(hereinafter referred to as “**4ME**”)

**WHEREAS:**

- A. 4ME is a wholly-owned subsidiary of the Company which was incorporated to participate in the Arrangement (as hereinafter defined).
- B. The Company is carrying out a reorganization of the Company's business and capital as described herein and which will include, among other things, the transactions set out in the Plan of Arrangement (as hereinafter defined) to be effected on the terms and conditions set out in this Agreement.
- C. As part of the reorganization of the capital of the Company, the Company will amend its authorized share structure to create the New Common Shares (as hereinafter defined) and will redesignate the existing Common Shares (as hereinafter defined) as described in the Plan of Arrangement.
- D. As part of the reorganization of the Company's business: (i) the Company and 4ME have entered into the Property Transfer Agreement (as hereinafter defined), whereby, among other things, 4ME has agreed to acquire the Transferred Assets (as herein after defined) from the Company in exchange for the issuance of 4ME Common Shares (as hereinafter defined) to the Company; and (ii) 4ME will complete the 4ME Financing (as hereinafter defined) to acquire the Working Capital Amount (as hereinafter defined).
- E. To complete the reorganization of the business and capital of the Company the Company will, among other things, distribute the 4ME Common Shares held by the Company to the Shareholders (as hereinafter defined) by way of a reduction of the Company's capital and the Shareholders will exchange their existing Common Shares for New Common Shares, all pursuant to the Plan of Arrangement with the result that the Shareholders of the Company (other than Dissenting Shareholders) will remain shareholders of the Company and will become shareholders of 4ME.

- F. The Company proposes to have the Shareholders vote on the Arrangement, on the terms set forth in the Plan of Arrangement.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereby covenant and agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement including the recitals hereto the words and terms set out below have the following meanings:

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

**"4ME"** means 4Metals Exploration Ltd., a company incorporated under the Laws of British Columbia;

**"4ME Common Shares"** means the common shares in the capital of 4ME;

**"4ME Financing"** means the issuance of 4ME Subscription Receipts by 4ME for an aggregate proceeds of up to \$750,000, or such other amount as the board of directors of 4ME may determine, on terms acceptable 4ME, as contemplated by the Subscription Agreements;

**"4ME Subscription Receipts"** means the subscription receipts of 4ME sold by 4ME to the Purchasers pursuant to the Subscription Agreements at a price of \$0.10 per 4ME Subscription Receipt, or such other amount as the board of directors of 4ME may determine, with each 4ME Subscription Receipt representing the right to receive, for no additional consideration, an aggregate of up to 7,500,000 4ME Units;

**"4ME Units"** means the units of 4ME issuable, for no additional consideration, pursuant to the 4ME Subscription Receipts, each 4ME Unit consisting of one 4ME Common Share and one 4ME Warrant;

**"4ME Warrants"** means the common share purchase warrants of 4ME comprised in the 4ME Units, each 4ME Warrant exercisable to purchase one 4ME Common Share at a price of \$0.12 per 4ME Common Share for a period of 24 months from the date of deemed exercise of the 4ME Subscription Receipts;

**"Act"** means the *Business Corporations Act* (British Columbia) S.B.C. 2002, c.57, as amended;

**"Agreement"** means this arrangement agreement, including the schedules attached hereto, as supplemented or amended from time to time;

**"Arrangement"** means the arrangement to be effected under the provisions of section 288 of the Act, on the terms and conditions set forth in the Plan of Arrangement, subject to any

amendment or supplement thereto made in accordance with this Agreement, the Plan of Arrangement or at the direction of the Court in the Final Order;

**“Big Copper Project”** means the Company’s Big Copper project located in Fort Steele and Slocan Mining Divisions, British Columbia, Canada;

**“Business Day”** means any day, other than a Saturday or a Sunday, when Canadian chartered banks are open for business in the City of Vancouver, British Columbia;

**“CSE”** means the Canadian Securities Exchange;

**“Common Shares”** means the common shares in the capital of the Company as they exist prior to the Effective Time or as they may be redesignated or changed thereafter;

**“Company”** means Rokmaster Resources Corp., a company incorporated under the Laws of British Columbia;

**“Constating Documents”** means the Articles and related Notice of Articles under the Act of the Company or 4ME, as applicable;

**“Court”** means the Supreme Court of British Columbia;

**“Dissenting Shareholders”** means Shareholders who have properly exercised their rights of dissent pursuant to Article 4 of the Plan of Arrangement;

**“Duncan Lake Property”** means the Company’s Duncan Lake zinc-lead property located in Slocan Mining Division, south east British Columbia, Canada;

**“Effective Date”** means the date agreed to by the Parties as the date on which the Arrangement will become effective pursuant to Section 2.2 hereof;

**“Effective Time”** means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as may be agreed to by the Parties;

**“Final Order”** means the final order of the Court approving the Arrangement;

**“Governmental Entity”** means any applicable (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, whether domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

**“Information Circular”** means the management information circular of the Company to be prepared and sent to the Shareholders in connection with the Meeting, and any supplements thereto;

**“Interim Order”** means the order of the Court made pursuant to the petition therefore contemplated by Section 2.4.1 hereof;

**"Laws"** means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, instruments, policies, notices, directions and judgments or other requirements of any Governmental Entity;

**"Meeting"** means the annual general and special meeting of the Shareholders to be held to consider, among other matters, the Arrangement, and any adjournment or postponement thereof;

**"New Common Shares"** means the new class of common shares which will be created and added to the authorized share structure of the Company pursuant to the Plan of Arrangement and which the Company will be authorized to issue on and after the Effective Date;

**"Option Plan"** means the stock option plan of the Company initially approved by the Shareholders on June 30, 2011;

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

**"Options"** means the outstanding share purchase options of the Company, exercisable to acquire Common Shares, granted pursuant to the Option Plan;

**"Party"** means a Party to this Agreement and **"Parties"** means all of the Parties to this Agreement;

**"Person"** means any individual, partnership, limited partnership, syndicate, sole proprietorship, company or corporation, with or without share capital, unincorporated association, trust, trustee, executor, administrator, or other legal personal representative, or governmental entity or agency, however designated or constituted;

**"Property Transfer Agreement"** means the agreement entered into by and between the Company and 4ME dated November 1, 2023 pursuant to which the Company, among other things, will transfer the Transferred Assets to 4ME in consideration for 20,404,959 4ME Common Shares;

**"Plan of Arrangement"** means the plan of arrangement substantially in the form and content that is attached as Schedule "A" hereto and any amendment or variation thereto;

**"Purchasers"** means the purchasers of 4ME Subscription Receipts pursuant to the Subscription Agreements;

**"Registrar"** means the Registrar of Companies appointed under section 400 of the Act;

**"Securityholders"** means, collectively, the Shareholders, Optionholders and Warranholders;

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

**"Special Resolution"** means a resolution passed by a majority of not less than two-thirds of the votes cast by Shareholders in respect of such resolution at the Meeting;

**“Subscription Agreements”** means the subscription agreements to be entered into by and between 4ME and by or on behalf of each of the Purchasers for the purchase of 4ME Subscription Receipts;

**“Transferred Assets”** means Big Copper Project and the Duncan Lake Property all as more particularly described in the Property Transfer Agreement;

**“TSXV”** means the TSX Venture Exchange;

**“Warrantholders”** means the holders of the Warrants;

**“Warrants”** means the outstanding share purchase warrants of the Company exercisable to acquire Common Shares; and

**“Working Capital Amount”** means the approximately \$750,000 to be received by 4ME from the proceeds of the 4ME Financing.

## **1.2 Interpretation Not Affected by Headings**

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, and “hereunder” and similar expressions refer to this Agreement (including any exhibits and schedules hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

## **1.3 Numbers, Et Cetera**

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use of any gender shall include both genders.

## **1.4 Dates for Any Action**

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day at such place, unless otherwise agreed to.

## **1.5 Entire Agreement**

This Agreement, together with the exhibits, schedules, agreements and other documents herein or therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

## **1.6 Currency**

All sums of money, which are referred to in this Agreement, are expressed in lawful money of Canada unless otherwise specified.

## **1.7 Schedules**

The following Schedules are attached hereto and form a part hereof:

Schedule "A" - Plan of Arrangement

## **ARTICLE 2 THE ARRANGEMENT**

### **2.1 Arrangement**

The Company and 4ME agree to effect the Arrangement on the terms and subject to the conditions contained in this Agreement and on the terms set forth in the Plan of Arrangement.

### **2.2 Effective Date of Arrangement**

The Arrangement shall become effective in the order set out in the Plan of Arrangement commencing at the Effective Time on the Effective Date. The Effective Date shall be the date agreed to by the Parties as the date on which the Arrangement will become effective, which such date shall not occur prior to: (i) all of the conditions precedent to the completion of the Arrangement as set out in the Arrangement Agreement and the Final Order having been satisfied or waived; and (ii) all of the documents that are required to be filed under the Act to give effect to the Arrangement having been accepted for filing under section 292 of the Act by the Registrar.

### **2.3 Commitment to Effect Arrangement**

Subject to the satisfaction of the terms and conditions contained in this Agreement, the Company and 4ME shall each use all reasonable efforts and do all things reasonably required to cause the Arrangement to become effective on the Effective Date. Without limiting the generality of the foregoing, the Parties shall proceed forthwith to apply for the Interim Order and, upon obtainment thereof, the Company shall hold the Meeting and mail the Information Circular to the Shareholders.

### **2.4 Court Approvals**

2.4.1 As soon as is reasonably practicable after the date of execution of this Agreement, the Company shall:

- (a) file, proceed with and diligently prosecute an application to the Court for the Interim Order, providing for, among other things, the calling and holding of the Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement; and
- (b) subject to obtaining the approvals as contemplated by the Interim Order (including the approval of the Special Resolution by the Shareholders) and as may be directed by the Court in the Interim Order, file, proceed with and diligently prosecute an application for the Final Order which application shall be in form and substance satisfactory to the Parties hereto.

2.4.2 The notice to the Court and related materials for the applications referred to in this section shall be in a form satisfactory to the Company and 4ME prior to filing, and in the case of the application to the Court for the Interim Order, shall inform the Court that, based on the Court's determination of the fairness of the Plan of Arrangement, the Company will rely on Section 3(a)(10) of the 1933 Act for an exemption from the 1933

Act registration requirements with respect to certain securities to be issued or distributed to the Shareholders under the Plan of Arrangement. In order to ensure the availability of such exemption, the Parties agree that the Arrangement will be carried out on the following basis:

- (a) the Arrangement will be subject to the approval of the Court;
- (b) the Court will be required to satisfy itself as to the fairness of the Arrangement to the Shareholders subject to the Arrangement;
- (c) the Final Order will expressly state that the Arrangement is approved by the Court as being fair to the Shareholders to whom securities will be issued or distributed;
- (d) the Company will ensure that each Shareholder will be given adequate and timely notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right and the Company will file with the Court, prior to sending such information to the Shareholders, a copy of the information which will be provided to the Shareholders;
- (e) the Shareholders will be advised that the New Common Shares and the 4ME Common Shares issued or distributed in the Arrangement to the Shareholders in exchange for the Common Shares held by the Shareholders have not been registered under the 1933 Act and will be issued or distributed by the Company and 4ME in reliance on the exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) of the 1933 Act and may be subject to restrictions on resale under the securities laws of the United States, including, as applicable, Rule 144 under the 1933 Act with respect to affiliates of the Company and 4ME after the Effective Time or within 90 days prior to the Effective Time;
- (f) the Interim Order will specify that each Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as such Shareholder files and delivers an appearance within a reasonable time; and
- (g) the Final Order shall include a statement substantially to the following effect:

“This Order will serve as the basis of a claim to an exemption from the registration requirements of the United States Securities Act of 1933, as amended, pursuant to Section 3(a)(10) thereof, regarding the issuance and the exchange and distribution of certain securities of the Company and 4ME, as applicable, to the securityholders of the Company pursuant to the Plan of Arrangement.”

## **2.5 Filing with Registrar**

Subject to the rights of termination contained in Article 6 hereof, upon the Shareholders approving the Arrangement by Special Resolution in accordance with the provisions of the Interim Order, as applicable, and the Act, the Company obtaining the Final Order, and the other conditions contained in Article 5 hereof being complied with or waived, the Company shall make the filings with the Registrar pursuant to section 292 of the Act as necessary to effect the Arrangement.

## **2.6 Supplementary Actions**

Both the Company and 4ME shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to further document or evidence any of the transactions or events required in connection with the Arrangement, including without limitation, any resolutions of directors authorizing the issue, distribution, exchange, transfer, redemption or purchase for cancellation of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, any promissory notes and receipts therefor, any necessary addition to or deletions from share registers or other registers whether before or after the Effective Date and shall cooperate with each other after the Effective Date as necessary to achieve the objectives of the Arrangement. Upon the Arrangement becoming effective, the Company and 4ME shall exchange such other documents as may be necessary or desirable in connection with the completion of the transactions contemplated by this Agreement and the Plan of Arrangement.

## **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

### **3.1 Representations and Warranties**

Each of the parties hereby represents and warrants to the other party that:

- (a) it is a company duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and to consummate the transactions contemplated herein and this Agreement has been duly executed and delivered by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constatting Documents or other governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings has been commenced or are pending or proposed in respect of it.

## **ARTICLE 4 COVENANTS**

### **4.1 Covenants**

Each of the parties covenants with the other that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

### **4.2 Tax-Related Post-Closing Covenants**

- (a) Each of the parties covenants and agrees with and in favour of the other that it will cooperate in the preparation and filing, in the form and within the time limits

prescribed or otherwise contemplated in the Tax Act or other applicable tax law, of all tax returns, filings, notifications, designations and elections under the Tax Act in respect of the transactions contemplated in the Plan of Arrangement and this Agreement (and any similar tax returns, filings, elections, notifications or designations that may be required under applicable provincial or foreign legislation).

- (b) 4ME will elect, in its return of income filed under the Tax Act for its first taxation year, to be deemed to be a “public corporation”, within the meaning of the Tax Act, from the date of its incorporation until the time it becomes a public corporation by virtue of the listing of the 4ME Common Shares on the CSE as contemplated in Section 5.1(e) such election to be made pursuant to the postamble of the definition of “public corporation” in subsection 89(1) of the Tax Act.

## **ARTICLE 5 CONDITIONS AND CLOSING**

### **5.1 Mutual Conditions Precedent**

The respective obligations of each Party hereto to complete the transactions contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) the Interim Order and the Final Order shall have been obtained in form and substance satisfactory to the Company and 4ME;
- (b) the Arrangement, with or without amendment, shall have been approved at the Meeting in accordance with the Act and Interim Order and by Special Resolution;
- (c) the 4ME Financing shall have been approved at the Meeting by the requisite majority of the votes cast by the Shareholders voting thereon at the Meeting;
- (d) the TSXV (i) shall have received notice of the Arrangement in accordance with their rules and policies, and shall have no objection to the Arrangement as of the Effective Date and, if required, the TSXV shall have conditionally approved the listing of the New Common Shares to be issued pursuant to the Arrangement (including the New Common Shares which as a result of the Arrangement are issuable on the exercise of the Options and Warrants), subject to the usual requirements of the TSXV; and (ii) shall have approved the 4ME Financing (subject to standard post-closing conditions imposed by the TSXV in similar circumstances);
- (e) the CSE, or such other recognized stock exchange acceptable to 4ME, shall have conditionally approved the listing of the 4ME Common Shares issuable under the Arrangement, subject to compliance with the requirements of the TSXV or such other stock exchange;
- (f) the 4ME Financing shall have been completed;
- (g) the conditions precedent, other than any conditions related to the completion of the transactions contemplated under this Agreement, contained in the Property

Transfer Agreement and the Subscription Agreements shall have been satisfied or waived;

- (h) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement;
- (i) all material regulatory requirements shall have been complied with and all governmental, court, regulatory, third Person and other approvals, consents, expiry of waiting periods, waivers, permits, exemptions, orders and agreements and all amendments and modifications to, and terminations of, agreements, indentures and arrangements considered by the Company to be necessary or desirable for the completion of the transactions provided for in this Agreement and the Arrangement to become effective, shall have been obtained or received on terms that are satisfactory to the Company and 4ME;
- (j) none of the consents, orders, regulations or approvals contemplated herein shall contain conditions or require undertakings or security deemed unsatisfactory or unacceptable by the Company or 4ME, acting reasonably;
- (k) dissent rights shall not have been exercised prior to the Effective Date by holders of 5% or more of the Common Shares; and
- (l) this Agreement shall not have been terminated under Article 6.

The foregoing conditions are for the mutual benefit of the parties to this Agreement and may be waived by mutual consent of the parties in writing at any time.

## **5.2 Merger of Conditions**

The conditions set out in Section 5.1 shall be deemed conclusively to have been satisfied, waived or released at the Effective Time.

## **5.3 Merger of Representations, Warranties and Certain Covenants**

The representations and warranties in Section 3.1 will be conclusively deemed to be correct as of the Effective Date and the covenants in Section 4.1 will be conclusively deemed to have been complied with in all respects as of the Effective Date, and each will accordingly merge in and not survive the effectiveness of the Arrangement.

## **5.4 Closing**

The completion of the Arrangement (the "**Closing**") will be at the offices of Gowling WLG (Canada) LLP, 2300 - 550 Burrard Street, Vancouver, British Columbia, V6C 2B5 or at such other place and at as such time or date as may be mutually agreed by the parties. At the Closing, the parties will deliver or cause to be delivered to the other of them, the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date will be dated as of, or become effective on, the Effective Date and will be held in escrow to be released upon the occurrence of the Effective Date.

## **ARTICLE 6 AMENDMENT AND TERMINATION**

### **6.1 Amendment**

This Agreement and the Plan of Arrangement may, at any time and from time to time before and after the holding of the Meeting but not, except as provided in the Plan of Arrangement, later than the Effective Time, be amended by written agreement of the Parties without, subject to any restrictions under applicable Law or contained in the Final Order, further notice to or authorization on the part of the Securityholders for any reason whatsoever; provided, however, that notwithstanding the foregoing, following the Meeting, the distribution of New Common Shares and 4ME Common Shares to Shareholders under the Plan of Arrangement shall not be amended without the approval of the Shareholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

### **6.2 Termination**

This Agreement may, at any time before or after the holding of the Meeting but no later than the Effective Time, be terminated by resolution of the board of directors of the Company without further notice to, or action on the part of, the Shareholders and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the board of directors of the Company to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

### **6.3 Effect of Termination**

Upon termination of this Agreement, no Party shall have any liability or further obligation to any other Party hereunder.

## **ARTICLE 7 GENERAL**

### **7.1 Assignment**

No Party may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other Party.

### **7.2 Expenses of the Arrangement**

The Company will pay the costs, fees and expenses of the Arrangement incurred up to and including the Effective Date, and thereafter each Party will pay their respective costs, fees and expenses.

### **7.3 Notices**

All notices which may be or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally, by email or by facsimile, in each case to the attention of a senior officer at the addresses set forth on the first page hereof or at such other addresses as shall be specified by the Parties by like notice from time to time. Any notice so delivered shall be deemed to be delivered on the date of delivery to such address if delivered on a Business Day prior to 5:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 5:00 p.m. or on a non-Business Day.

**7.4 Severable**

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of the Agreement and shall be severable from this Agreement.

**7.5 Binding Effect**

This Agreement and the Arrangement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns.

**7.6 Waiver**

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting the same.

**7.7 Time of the Essence**

Time is of the essence of this Agreement.

**7.8 Governing Law**

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia and the laws of Canada applicable therein.

**7.9 Execution in Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same. Delivery of an executed counterpart of the signature page to this Agreement by facsimile or in "portable document format" by electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

**7.10 Enurement and Assignment**

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

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

**ROKMASTER RESOURCES CORP.**

Per: (signed) "Dennis Cojuco"  
Authorized Signatory

**4METALS EXPLORATION LTD.**

Per: (signed) "John Mirko"  
Authorized Signatory

## SCHEDULE "A"

### TO THE ARRANGEMENT AGREEMENT DATED November 17, 2023 BETWEEN ROKMASTER RESOURCES CORP. AND 4METALS EXPLORATION LTD.

#### PLAN OF ARRANGEMENT UNDER SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

### ARTICLE 1 INTERPRETATION

#### 1.1 Definitions

In this Plan of Arrangement, unless something in the subject matter or context is inconsistent therewith:

**"4ME"** means 4Metals Exploration Ltd., a company incorporated under the laws of British Columbia;

**"4ME Common Shares"** means the common shares in the capital of 4ME;

**"4ME Subscription Receipts"** means the subscription receipts of 4ME sold by 4ME to the Purchasers pursuant to the Subscription Agreements, representing the right to receive, for no additional consideration, an aggregate of up to 7,500,000 4ME Units at a price of \$0.10 per 4ME Subscription Receipt, or such other amount as the board of directors of 4ME may determine, for an aggregate issue price of up to \$750,000;

**"4ME Units"** means the units of 4ME issuable, for no additional consideration, pursuant to the 4ME Subscription Receipts, each 4ME Unit consisting of one 4ME Common Share and one 4ME Warrant;

**"4ME Warrants"** means the common share purchase warrants of 4ME comprised in the 4ME Units, each 4ME Warrant exercisable to purchase one 4ME Common Share at a price of \$0.12 per 4ME Common Share for a period of 24 months from the date of deemed exercise of the 4ME Subscription Receipts;

**"Act"** means the *Business Corporations Act* (British Columbia) S.B.C. 2002, c.57, as amended;

**"Arrangement"** means the arrangement to be effected under the provisions of section 288 of the Act, on the terms and conditions set forth in this Plan of Arrangement, subject to any amendment or supplement hereto made in accordance with the Arrangement Agreement, this Plan of Arrangement or at the direction of the Court in the Final Order;

**"Arrangement Agreement"** means the Arrangement Agreement dated November 17, 2023 between the Company and 4ME, including the schedules thereto, as supplemented or amended from time to time;

**"Big Copper Project"** means the Company's Big Copper project located in Fort Steele and Slocan Mining Divisions, British Columbia, Canada;

**“Business Day”** means any day, other than a Saturday or a Sunday, when Canadian chartered banks are open for business in the City of Vancouver, British Columbia;

**“Common Shares”** means the common shares in the capital of the Company as they exist prior to the Effective Time or as they may be redesignated or changed thereafter;

**“Company”** means Rokmaster Resources Corp., a company incorporated under the laws of British Columbia;

**“Court”** means the Supreme Court of British Columbia;

**“Depository”** means Computershare Investor Services Inc., the depository appointed by the Company and 4ME for the purpose of, among other things, delivering certificates representing New Common Shares and 4ME Common Shares in connection with the Arrangement;

**“Dissenting Shareholders”** means Shareholders who have properly exercised their rights of dissent pursuant to Article 4 of this Plan of Arrangement;

**“Duncan Lake Property”** means the Company’s Duncan Lake zinc-lead property located in Slocan Mining Division, south east British Columbia, Canada

**“Effective Date”** means the date agreed to by the Parties as the date on which the Arrangement will become effective pursuant to Section 2.2 of the Arrangement Agreement;

**“Effective Time”** means 12:01 a.m. (Vancouver time) on the Effective Date or such other time as may be agreed to by the Parties;

**“Encumbrance”** means any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person 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;

**“Final Order”** means the final order of the Court approving the Arrangement;

**“Meeting”** means the annual general and special meeting of the Shareholders to be held to consider, among other matters, the Arrangement, and any adjournment or postponement thereof;

**“New Common Shares”** means the new class of common shares which will be created and added to the authorized share structure of the Company pursuant to this Plan of Arrangement and which the Company will be authorized to issue on and after the Effective Time;

**“Property Transfer Agreement”** means the property transfer agreement entered into by and between the Company and 4ME dated November 1, 2023 pursuant to which the Company, among other things, will transfer the Transferred Assets to 4ME in consideration for 20,404,959 4ME Common Shares;

“**Option Plan**” means the stock option plan of the Company initially approved by the Shareholders on June 30, 2011;

“**Optionholders**” means the holders of the Options;

“**Options**” means the share purchase options of the Company granted pursuant to the Option Plan, exercisable to acquire Common Shares, that are outstanding immediately prior to the Effective Time;

“**Person**” means any individual, partnership, limited partnership, syndicate, sole proprietorship, company or corporation, with or without share capital, unincorporated association, trust, trustee, executor, administrator, or other legal personal representative, or governmental entity or agency, however designated or constituted;

“**Plan of Arrangement**” means this plan of arrangement and any amendment or variation hereto made in accordance with Section 6.1 of the Arrangement Agreement;

“**Purchasers**” means the purchasers of 4ME Subscription Receipts pursuant to the Subscription Agreements;

“**Registrar**” means the Registrar of Companies appointed under section 400 of the Act;

“**Securityholders**” means, collectively, the Shareholders, Optionholders and Warrantholders;

“**Shareholder**” or “**holder of shares**” means a registered or beneficial holder of Common Shares on the Effective Date;

“**Step (f)**” has the meaning assigned to that term in Section 3.1(f) of this Plan of Arrangement;

“**Subscription Agreements**” means the subscription agreements to be entered into by and between 4ME and by or on behalf of each of the Purchasers for the purchase of 4ME Subscription Receipts;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended;

“**Trading Day**” with respect to a stock exchange or over-the-counter market means a day on which such stock exchange or over-the-counter market is open for trading;

“**Transferred Assets**” means Big Copper Project and the Duncan Lake Property all as more particularly described in the Property Transfer Agreement;

“**Warrantholders**” means the holders of the Warrants; and

“**Warrants**” means all of the share purchase warrants of the Company outstanding immediately prior to the Effective Time exercisable to acquire Common Shares.

## 1.2 Headings

The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this

Plan of Arrangement. The terms “this Plan of Arrangement”, “hereof” and “hereunder” and similar expressions refer to this Plan of Arrangement and not to any particular Article or Section hereof and include any agreement or instrument supplemental therewith, references herein to Articles and Sections are to Articles and Sections of this Plan of Arrangement.

### **1.3 Number and Gender**

In this Plan of Arrangement, unless something in the context is inconsistent therewith, words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neutral genders and vice versa, and words importing shareholders shall include members.

### **1.4 Statutes**

A reference to a statute shall be deemed to include every regulation made pursuant thereto, all amendments to the statute or to any such regulation enforced from time to time, and any statute or regulation that supplements or supersedes such statute or any such regulation.

### **1.5 Date for any Action**

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

### **1.6 Currency**

Unless otherwise stated, all references herein to amounts of money are expressed in lawful money of Canada.

### **1.7 Governing Law**

This Plan of Arrangement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein.

### **1.8 Time**

Time shall be of the essence in this Plan of Arrangement. All times expressed herein are Vancouver, British Columbia time, unless otherwise stated herein.

## **ARTICLE 2 GOVERNING AGREEMENT**

### **2.1 Arrangement Agreement**

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

### **2.2 Binding Effect**

The Arrangement shall be binding upon the Company, 4ME and the Securityholders on and from the Effective Time. The Company shall have the sole discretion and authority to determine when to make the necessary filings with the Registrar to permit the Effective Date to occur.

## **ARTICLE 3 ARRANGEMENT**

### **3.1 The Arrangement**

Commencing at the Effective Time, the following will occur and will be deemed to occur sequentially in the following order without any further act or formality (except as specified herein):

- (a) the Common Shares held by Dissenting Shareholders shall be deemed to have been transferred by the holder thereof, without any further act or formality on its part, free and clear of all Encumbrances, to the Company and the Dissenting Shareholders shall cease to have any rights as shareholders of the Company other than the right to be paid the fair value of their Common Shares in accordance with Article 4 of this Plan of Arrangement;
- (b) the notice of articles and articles of the Company shall be amended to:
  - (i) change the designation of the existing Common Shares to “class A shares”;
  - (ii) create a new class of shares designated as “common shares” (being the New Common Shares), with an unlimited number of New Common Shares as the authorized capital; and
  - (iii) consequential on the creation of the New Common Shares, attach the special rights set out in Appendix 1 to the Common Shares;
- (c) for greater certainty, the Company’s central securities register for the Common Shares shall be deemed to be the central securities register for the New Common Shares;
- (d) the transfer of the Transferred Assets by the Company to 4ME pursuant to the Property Transfer Agreement in consideration for 20,404,959 4ME Common Shares will occur and be deemed to occur and the issuance of such 4ME Common Shares will be entered in the central securities register of 4ME;
- (e) in accordance with the terms of the 4ME Subscription Receipts, Purchasers of 4ME Subscription Receipts shall receive the 4ME Units to which they are entitled, each 4ME Unit being comprised of one 4ME Common Share and one 4ME Warrant, and such 4ME Units will be deemed to be issued by 4ME to the Purchasers pursuant to the 4ME Subscription Receipts and the issuance of such 4ME Common Shares and 4ME Warrants will be entered in the central securities register of 4ME;
- (f) the capital of the Company in respect of the Common Shares will be reduced and deemed to be reduced pursuant to section 74 of the Act by an amount equal to the fair market value of the 4ME Common Shares held by the Company and the Company will transfer and be deemed to have transferred all 4ME Common Shares held by it to the Shareholders (other than Dissenting Shareholders) on the basis of 0.125 4ME Common Share for each Common Share held by each Shareholder at the Effective Time, and the transfer of such 4ME Common Shares to the Shareholders (other than Dissenting Shareholders) will be deemed to be full payment of such reduction of capital, and for greater certainty, subject to Section 4.5, the Company shall be deemed not to be the holder thereafter of any

such 4ME Common Shares and the appropriate entry shall be made in the central securities register of 4ME ("**Step (f)**");

- (g) each recipient of 4ME Common Shares transferred pursuant to Section 3.1(f) shall be deemed to be the holder of the number of 4ME Common Shares so transferred to such holder; the name of such holder shall be entered on the central securities register of 4ME as the holder of the number of the 4ME Common Shares so transferred to such holder;
- (h) each Common Share issued and outstanding at the Effective Time (other than Common Shares held by Dissenting Shareholders) will be deemed to be exchanged (without any action on the part of the holder of the Common Shares) for one New Common Share, and no other consideration will be received or receivable therefor by any holder of the Common Shares;
- (i) each Shareholder shall be deemed to cease to be the holder of the Common Shares, shall cease to have any rights with respect to such Common Shares and shall be deemed to be the holder of the number of New Common Shares issued to such Shareholder; the name of such Shareholder shall be removed from the central securities register for Common Shares in respect of the Common Shares so exchanged and shall be added to the central securities register of the New Common Shares so issued to such Shareholder, and each holder of the Common Shares shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exchange such shares as described above;
- (j) the Common Shares shall be deemed to have been cancelled and the appropriate entry shall be made in the Company's central securities registry;
- (k) for greater certainty, the aggregate capital of the New Common Shares for the purposes of the Act will equal the capital of the Common Shares immediately before the exchange, after deducting the reduction in capital pursuant to Step (f) above; and
- (l) the Company's notice of articles and articles shall be amended to cancel the Common Shares (then designated as "Class A Shares"), none of which will be issued and outstanding at such time.

### **3.2 Options and Warrants**

- (a) Pursuant to the terms of the Option Plan and stock option agreements governing the Options and the terms of the certificates representing the Warrants, upon completion of the Arrangement, holders of the Options and Warrants will be entitled to receive, upon exercise of an Option or a Warrant, for the same aggregate consideration, one New Common Share and 0.125 4ME Common Share in lieu of each Common Share such holder otherwise would have been entitled to receive, subject to any restrictions, limitations or subsequent adjustments that apply after the Effective Time pursuant to such Option Plan, stock option agreements or certificates representing the Warrants.

### 3.3 Post-Effective Time Procedures

- (a) On or as soon as practicable after the Effective Date, the Company and 4ME shall deliver or arrange to be delivered to the Depository certificates representing the New Common Shares and the 4ME Common Shares respectively required to be issued to the Shareholders in accordance with the provisions of Section 3.1 hereof, which certificates shall be held by the Depository as agent and nominee for the Shareholders for delivery to the Shareholders in accordance with the provisions of Article 5 hereof.
- (b) Subject to the provisions of Article 5 hereof, the Shareholders shall be entitled to receive the certificates representing the New Common Shares and the 4ME Common Shares to which they are entitled pursuant to Section 3.1 hereof.

### 3.4 Deemed Fully Paid and Non-Assessable Shares

All New Common Shares and 4ME Common Shares issued or distributed pursuant to this Plan or a 4ME Warrant shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the Act.

### 3.5 Supplementary Actions

Notwithstanding that the transaction and events set out in Section 3.1 shall occur and shall be deemed to occur in the order therein set out without any act or formality, both of the Company and 4ME shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to further document or evidence any of the transactions or events set out in Sections 3.1, 3.2 and 3.3 including without limitation, any resolutions of directors authorizing the issue, exchange, transfer, redemption or purchase for cancellation of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, any promissory notes and receipts therefore, any necessary addition to or deletions from share registers or other registries.

## ARTICLE 4 RIGHTS OF DISSENT

### 4.1 Rights of Dissent

- (a) Holders of Common Shares may exercise rights of dissent in connection with the Arrangement with respect to their Common Shares pursuant to and in the manner set forth in Part 8 – Division 2 of the Act as modified by the Interim Order and this Section 4.1 (the “**Dissent Rights**”), provided that, notwithstanding subsection 242 of the Act, the written objection contemplated by subsection 242(2) of the Act must be received by the Company not later than 4:00 p.m. (Vancouver time) on the date which is two Business Days immediately preceding the Meeting.
- (b) Holders of Common Shares who duly exercise Dissent Rights and who are ultimately entitled to be paid fair value for their Common Shares shall be deemed to have irrevocably transferred their Common Shares to the Company immediately prior to the Effective Time, without any further authorization, act or formality and free and clear of all liens, charges, claims and encumbrances and thereupon such Common Shares will be, and will be deemed to be, cancelled and the former holders of such Common Shares shall cease to have any rights as former holders

of Common Shares other than their right to be paid fair value for their Common Shares.

- (c) Shareholders who exercise, or purport to exercise, Dissent Rights, and who are ultimately determined not to be entitled, for any reason, to be paid fair value for their Common Shares, shall be deemed to have participated in the Arrangement on the same basis as any non-Dissenting Shareholder as at and from the Effective Time and shall receive, and be entitled to receive, only the consideration for each Common Share on the basis set forth in Article 3.

#### **4.2 Holders**

In no circumstances shall the Company, 4ME or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of the Common Shares in respect of which such Dissent Rights are sought to be exercised, or is a beneficial holder of such Common Shares and complies with the dissent procedures set forth in Division 2 – Part 8 of the Act as may be modified by the Interim Order.

#### **4.3 Recognition of Dissenting Shareholders**

Neither the Company, 4ME nor any other Person shall be required to recognize a Dissenting Shareholder as a registered or beneficial owner of Common Shares at or after the Effective Time, and at the Effective Time the names of such Dissenting Shareholders shall be deleted from the register of holders of Common Shares maintained by or on behalf of the Company.

#### **4.4 Dissent Right Availability**

A Shareholder is not entitled to exercise Dissent Rights with respect to Common 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) or in the case of a beneficial holder caused, or is deemed to have caused, the registered shareholder to vote, in favour of the Arrangement at the Meeting.

#### **4.5 Reservation of 4ME Common Shares**

If a Shareholder exercises the Dissent Right, the Company shall on the Effective Date set aside and not distribute that portion of 4ME Common Shares which are attributable to the New Common Shares for which Dissent Rights have been exercised. If a Shareholder exercises the Dissent Right, but, does not properly comply with the dissent procedures or, subsequent to giving his or her notice of dissent, acts inconsistently with such dissent, then the Company shall distribute to such Shareholder his or her *pro rata* portion of the 4ME Common Shares. If a Shareholder duly complies with the dissent procedures, then the Company shall retain the portion of 4ME Common Shares attributable to such Shareholder (the “**Non-Distributed Shares**”), and the Non-Distributed Shares will be dealt with as determined by the board of directors of the Company in its discretion, in which case the Non-Distributed Shares will not be cancelled pursuant to Section 3.1(f).

### **ARTICLE 5 CERTIFICATES AND DOCUMENTATION**

#### **5.1 Delivery of New Common Shares and 4ME Common Shares**

- (a) Upon surrender to the Depository for cancellation of a certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares which were exchanged for New Common Shares in accordance with Section 3.1

hereof, together with such other documents and instruments as would have been required to effect the transfer of the Common Shares formerly represented by such certificate under the Act and the articles of the Company and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, a certificate representing the New Common Shares and a certificate representing the 4ME Common Shares which such holder is entitled to receive in accordance with Section 3.3 hereof.

- (b) After the Effective Time and until surrendered for cancellation as contemplated by paragraph 5.1(a) hereof, each certificate which immediately prior to the Effective Time represented one or more Common Shares shall be deemed at all times to represent only the right to receive in exchange therefor a certificate representing the New Common Shares and a certificate representing the 4ME Common Shares which the holder of such certificate is entitled to receive in accordance with paragraph 5.1(a) hereof.

## **5.2 Lost Certificates**

In the event that any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares which were exchanged for New Common Shares in accordance with Section 3.1 hereof shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate a certificate representing the New Common Shares and a certificate representing the 4ME Common Shares which such holder is entitled to receive in accordance with Section 3.1 hereof. When requesting such delivery of a certificate representing the New Common Shares and a certificate representing the 4ME Common Shares which such holder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the holder to whom a certificate representing such New Common Shares, a certificate representing such 4ME Common Shares is to be delivered shall, as a condition precedent to the delivery of a certificate representing such New Common Shares and a certificate representing such 4ME Common Shares give a bond satisfactory to the Company, 4ME and the Depositary in such amount as the Company, 4ME and the Depositary may direct, or otherwise indemnify the Company, 4ME and the Depositary in a manner satisfactory to the Company, 4ME and the Depositary against any claim that may be made against the Company, 4ME or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the articles of the Company.

## **5.3 Distributions with Respect to Unsurrendered Certificates**

No dividend or other distribution declared or made after the Effective Time with respect to the New Common Shares or the 4ME Common Shares with a record date on or after the Effective Date shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Time, represented outstanding Common Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.1 or Section 5.2 hereof. Subject to applicable law and to Section 5.4 hereof, at the time of such compliance there shall, in addition to the delivery of a certificate representing the New Common Shares and a certificate representing the 4ME Common Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date on or after the Effective Date theretofore paid or made with respect to such New Common Shares or 4ME Common Shares.

#### **5.4 Withholding Rights**

The Company, 4ME and the Depositary are entitled to deduct and withhold from any consideration payable or otherwise deliverable to any holder of Common Shares, New Common Shares or 4ME Common Shares or other Person pursuant to the Plan of Arrangement or the Arrangement Agreement or as contemplated therein (an “**Affected Person**”), including any payment or delivery pursuant to the exercise of a right of dissent, all such amounts as are required to be deducted and withheld with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any provincial, state, local, or foreign tax law, in each case, as amended (“**Withholding Obligations**”). To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes as having been paid to the holder or other Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority in due course. The Company, 4ME and the Depositary have the right to sell, or cause a broker to sell, on behalf of any Affected Person, such consideration, including such number of Common Shares, New Common Shares or 4ME Common Shares as is sufficient to fund the Withholding Obligations (after deducting commissions payable to the broker and other costs and expenses). None of the Company, 4ME, the Depositary or any broker will be liable for any loss arising out of any sale of such shares including any loss relating to the manner or timing of such sales, the prices at which the shares are sold or otherwise.

#### **5.5 No Fractional Shares**

No fractional New Common Shares or 4ME Common Shares will be issued or distributed to Shareholders pursuant to the Arrangement or upon the exercise of Options or Warrants after the Effective Date and the number of New Common Shares and 4ME Common Shares to which each Shareholder is entitled will be rounded down to the next whole number and no payment will be made in respect of such a fractional share and such fractional share shall be cancelled.

#### **5.6 Class A Share Certificates**

Recognizing that the Common Shares of the Company will be redesignated as “Class A Shares” and that they will be cancelled upon the exchange of the Common Shares for the New Common Shares, the Company will not issue any new share certificates reflecting the re-designation of Common Shares as “Class A Shares”.

### **ARTICLE 6 AMENDMENT**

#### **6.1 Amendment**

- (a) the Company reserves the right to amend, vary and/or supplement this Plan of Arrangement at any time from time to time, whether before or after the Interim Order or the Final Order, provided that any amendment, variation, or supplement must be contained in a written document which is filed with the Court and, if made following the Meeting, approved by the Court and communicated to any Persons if and in the manner required by the Court;
- (b) any amendment, variation or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to or at the Meeting without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the Meeting, will become part of this Plan of Arrangement for all purposes;

- (c) any amendment, variation or supplement to this Plan of Arrangement which is approved or directed by the Court following the Meeting will be effective only if it is consented to by the Company and 4ME;
- (d) any amendment, variation or supplement to this Plan of Arrangement may be made following the Effective Time on the Effective Date unilaterally by the Company, provided that it concerns a matter which, in the reasonable opinion of Company, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of shares of the Company or 4ME; and
- (e) this Plan of Arrangement may be withdrawn by the Company prior to the Effective Time.

## **6.2 Termination**

Notwithstanding any prior approvals by the Court or by Shareholders, the board of directors of the Company may decide in their sole discretion not to proceed with the Arrangement and to revoke the Arrangement resolution adopted at the Meeting at any time prior to the Effective Time, without further approval of the Court or the Shareholders.

## **APPENDIX 1 TO THE PLAN OF ARRANGEMENT**

### **Class A Share Special Rights**

The Class A Shares shall have attached thereto the following special rights:

#### **Dividends**

The holders of the Class A Shares shall in each year in the discretion of the board of directors of the Company (the "Directors") be entitled to receive out of any or all profits or surplus available for dividends, as and when declared by the Directors, non-cumulative dividends in an amount or rate determined by the Directors at their sole discretion. Notwithstanding any other provision of these Articles, dividends may be declared and paid at any time upon the Class A Shares to the exclusion of all or any other classes or class of shares or may be declared and paid upon all or any other classes or class of shares to the exclusion of the Class A Shares.