CORPORATE ACCESS NUMBER: 2019914981

Government of Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

AMALGAMATION

YOHO RESOURCES INC.
IS THE RESULT OF AN AMALGAMATION FILED ON 2016/09/07.

REGISTRAR OF CORPORATIONS

Articles of Amalgamation
For
YOHO RESOURCES INC.

Share Structure:	REFER TO "SHARE STRUCTURE" ATTACHMENT.
Share Transfers Restrictions:	NO SECURITIES, OTHER THAN NON-CONVERTIBLE DEBT SECURITIES, OF THE CORPORATION SHALL BE TRANSFERRED TO ANY PERSON WITHOUT THE APPROVAL OF THE BOARD OF DIRECTORS BY RESOLUTION.
Number of Directors:	
Min Number of Directors:	1
Max Number of Directors:	10
Business Restricted To:	THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION MAY CARRY ON.
Business Restricted From:	THERE SHALL BE NO RESTRICTIONS ON THE BUSINESS THAT THE CORPORATION MAY CARRY ON.
Other Provisions:	REFER TO "OTHER RULES OR PROVISIONS" ATTACHMENT.

Registration Authorized By: BRIAN MCLACHLAN
OFFICER

SHARE STRUCTURE
Attached to and Forming Part of
the Articles of Amalgamation of
Yoho Resources Inc.

The Corporation is authorized to issue an unlimited number of Common Shares and an unlimited number of Preferred Shares, issuable in series.

COMMON SHARES

The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:

1. Voting

1.1. Holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation, except meetings of holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote.

2. Dividends

2.1. Subject to the preferences accorded to holders of Preferred Shares and any other shares of the Corporation ranking senior to the Common Shares from time to time with respect to the payment of dividends, holders of Common Shares shall be entitled to receive, if, as and when declared by the Board of Directors, such dividends as may be declared thereon by the Board of Directors from time to time.

3. Liquidation, Dissolution or Winding-Up

3.1. In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs (such event referred to herein as a "Distribution"), holders of Common Shares shall be entitled, subject to the preferences accorded to holders of Preferred Shares and any other shares of the Corporation ranking senior to the Common Shares from time to time with respect to payment on a Distribution, to share equally, share for share, in the remaining property of the Corporation.

PREFERRED SHARES

The rights, privileges, restrictions and conditions attaching to the Preferred Shares, as a class, shall be as follows:

1. Issuance in Series

1.1. Subject to the filing of Articles of Amendment in accordance with the Business Corporations Act (Alberta) (the "Act"), the Board of Directors may at any time and from time to time issue the Preferred Shares in one or more series, each series to consist of such number of shares as may, before the issuance thereof, be determined by the Board of Directors.

1.2. Subject to the filing of Articles of Amendment in accordance with the Act, the Board of Directors may from time to time fix, before issuance, the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred Shares including, without limiting the generality of the foregoing, the amount, if any, specified as being payable preferentially to such series on a Distribution; the extent, if any, of further participation on a Distribution; voting rights, if any; and dividend rights (including whether such dividends be preferential, or cumulative or non-cumulative), if any.

2. Liquidation

2.1. In the event of the voluntary or involuntary liquidation, dissolution or winding-up of the Corporation, or any other distribution of its assets among its shareholders for the purpose of winding-up its affairs (such event referred to herein as a "Distribution"), holders of each series of Preferred Shares shall be entitled, in priority to holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares from time to time with respect to payment on a Distribution, to be paid rateably with holders of each other series of Preferred Shares the amount, if any, specified as being payable preferentially to the holders of such series on a Distribution.

3. Dividends

3.1. The holders of each series of Preferred Shares shall be entitled, in priority to holders of Common Shares and any other shares of the Corporation ranking junior to the Preferred Shares from time to time with respect to the payment of dividends, to be paid rateably with holders of each other series of Preferred Shares, the amount of accumulated dividends, if any, specified as being payable preferentially to the holders of such series.

OTHER RULES OR PROVISIONS
Attached to and Forming Part of
the Articles of Amalgamation of
Yoho Resources Inc.

1. The number of holders of securities of the Corporation, other than non-convertible debt securities, not including employees and former employees of the Corporation or its affiliates, is limited to not more than fifty (50) persons, provided that each person is counted as one beneficial owner unless the person is created or used solely to purchase or hold securities of the Corporation, in which case each beneficial owner or each beneficiary of the person, as the case may be, must be counted as a separate beneficial owner.

2. Any invitation to the public to subscribe for the Corporation's securities is prohibited.

3. Without limiting the borrowing powers of the Corporation as set forth in the Business Corporations Act (Alberta), the directors of the Corporation may from time to time, without authorization of the shareholders,

(a) borrow money on the credit of the Corporation;

(b) issue, reissue, sell or pledge bonds, debentures, notes or other evidences of indebtedness or guarantees of the Corporation, whether secured or unsecured;

(c) subject to the Business Corporations Act (Alberta), give a guarantee on behalf of the Corporation 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 the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

Nothing in this clause limits or restricts the borrowing of money by the Corporation on bills of exchange or promissory notes made, drawn, accepted or endorsed by or on behalf of the Corporation.

4. Subject to the Business Corporations Act (Alberta), the directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of the additional directors shall not at any time exceed one third of the number of directors who held office at the

expiration of the last annual meeting of the Corporation.

5. The Corporation has a lien on every security registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation.

6. Shareholders meetings may be held anywhere inside or outside of the Province of Alberta, or location that the directors determine by resolution from time to time.

BUSINESS CORPORATIONS ACT
(SECTION 193)

FORM 14.1

ALBERTA CONSUMER AND CORPORATE AFFAIRS

ARTICLES OF ARRANGEMENT

1. NAME OF CORPORATION:	2. CORPORATE ACCESS NUMBER:
Yoho Resources Inc.	**2015506070**

3. IN ACCORDANCE WITH THE ORDER APPROVING THE ARRANGEMENT, THE ARTICLES OF THE CORPORATION ARE AMENDED AS FOLLOWS:

In accordance with the Order of the Court of Queen's Bench of Alberta dated September 6, 2016, approving the arrangement pursuant to Section 193 of the *Business Corporations Act* (Alberta), a copy of which is attached hereto as Schedule "A", the Plan of Arrangement involving 1981064 Alberta Ltd., Yoho Resources Inc. and the shareholders and optionholders of Yoho Resources Inc., a copy of which is attached hereto as Schedule "B" (which are incorporated into and form a part hereof), shall be effected upon the filing hereof.

The Articles of Yoho Resources Inc. are not being amended other than pursuant to the Articles of Amalgamation filed herewith providing for the amalgamation of 1981064 Alberta Ltd. and Yoho Resources Inc.

DATE	SIGNATURE	TITLE
September 7, 2016	*"Brian McLachlan"*	**President and Chief Executive Officer**

SCHEDULE "A"
TO ARTICLES OF ARRANGMENT OF
YOHO RESOURCES INC.

Court File Number	1601-09940
Court	COURT OF QUEEN'S BENCH OF ALBERTA
Judicial Centre	CALGARY
Matter	IN THE MATTER OF Section 193 of the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended AND IN THE MATTER OF a proposed arrangement involving Yoho Resources Inc., 1981064 Alberta Ltd., the shareholders and optionholders of Yoho Resources Inc.
Applicant	**YOHO RESOURCES INC.**
Respondents	Not Applicable
Document	**FINAL ORDER**
Address for Service and Contact Information of Party Filing this Document	Burnet, Duckworth & Palmer LLP 2400, 525 – 8th Avenue S.W. Calgary, Alberta T2P 1G1 Lawyer: Shannon Wray Phone Number: (403) 260-0245 Fax Number: (403) 260-0332 Email Address: slw@bdplaw.com

Clerk's Stamp

JUDICIAL CENTRE OF CALGARY
FILED
SEP 06 2016
CLERK OF THE COURT

I hereby certify this to be a true copy of the original Final order
Dated this 6 day of Sept 2016
Monica Neitzel
for Clerk of the Court

DATE ON WHICH ORDER WAS PRONOUNCED:	September 6, 2016
NAME OF JUDGE WHO MADE THIS ORDER:	Justice Campbell
LOCATION OF HEARING:	Calgary Courts Centre 601 – 5th Street S.W., Calgary, Alberta

UPON THE Originating Application (the "**Originating Application**") of Yoho Resources Inc. (the "**Applicant**") for approval of an arrangement (the "**Arrangement**") involving the Applicant, 1981064 Alberta Ltd. (the "**Purchaser**"), the holders (the "**Yoho Shareholders**") of common shares (the "**Yoho Shares**") of the Applicant and the holders (the "**Yoho Optionholders**") of options (the "**Yoho Options**") of the Applicant pursuant to section 193 of the *Business Corporations Act*, RSA 2000, c B-9, as amended (the "***ABCA***");

AND UPON reading the Originating Application, the interim Order of this Court granted August 5, 2016 (the "**Interim Order**") and the affidavits of Wendy Woolsey, sworn August 4, 2016 and September 6, 2016 and the exhibits referred to therein;

AND UPON being advised that service of notice of this application has been effected in accordance with the Interim Order or as otherwise accepted by the Court;

AND UPON being advised by counsel to the Applicant that no notices of intention to appear have been filed in respect of this application;

AND UPON the Court being satisfied that the annual and special meeting (the "**Meeting**") of the Yoho Shareholders was called and conducted in accordance with the terms of the Interim Order;

AND UPON the Court being satisfied that the Applicant has sought and obtained the approval of the Arrangement by the Yoho Shareholders in the manner and by the requisite majorities required by the Interim Order;

AND UPON it appearing that it is impracticable to effect the transactions contemplated by the Arrangement under any other provision of the *ABCA*;

AND UPON the Court being satisfied that the statutory requirements to approve the Arrangement have been fulfilled and that the Arrangement has been put forward in good faith;

AND UPON the Court being satisfied that the terms and conditions of the Arrangement and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Yoho Shareholders, the Yoho Optionholders and other affected persons and that the Arrangement ought to be approved;

AND UPON hearing from counsel for the Applicant;

IT IS HEREBY ORDERED THAT:

1. The Arrangement proposed by the Applicant, on the terms set forth in Schedule "A" to this order ("**Order**"), is hereby approved by the Court under Section 193 of the *ABCA*.

2. The terms and conditions of the Arrangement, and the procedures relating thereto, are fair and reasonable, substantively and procedurally, to the Yoho Shareholders, the Yoho Optionholders and all other affected persons.

SCHEDULE "A"
ARRANGEMENT

(i) **"Certificate of Arrangement"** means the certificate of amalgamation to be issued by the Registrar pursuant to Section 193(11) of the ABCA in respect of the Articles of Arrangement giving effect to the Arrangement;

(j) **"Circular"** means the notice of the Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement;

(k) **"Common Shares"** means the outstanding common shares in the capital of the Company;

(l) **"Company"** means Yoho Resources Inc., a corporation subsisting under the laws of Alberta;

(m) **"Cash Consideration"** means $0.475 in cash per Common Share;

(n) **"Court"** means the Court of Queen's Bench of Alberta;

(o) **"Depositary"** means such Person as the Purchaser may appoint to act as depositary for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably;

(p) **"Dissent Rights"** has the meaning specified in Section 3.1;

(q) **"Dissenting Shareholder"** means a registered Shareholder who has validly exercised its Dissent Rights in accordance with Section 3.1, and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered Shareholder;

(r) **"Effective Date"** means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

(s) **"Effective Time"** means 12:01 a.m. (Calgary Time) on the Effective Date, or such other time as the Purchaser and the Company may agree to in writing before the Effective Date;

(t) **"Final Order"** means the final order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal;

(u) "**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

(v) "**Interim Order**" means the interim order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably;

(w) "**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise;

(x) "**Letter of Transmittal**" means the letter of transmittal sent by the Company to Shareholders together with the Circular for use in connection with the Arrangement;

(y) "**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute;

(z) "**Meeting**" means the annual and special meeting of Shareholders, including any adjournment or postponement of such annual and special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider, among other things, the Arrangement Resolution;

(aa) "**Options**" means the outstanding options to purchase Common Shares issued pursuant to the Stock Option Plan;

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

(cc) "**Plan of Arrangement**" means this plan of arrangement proposed under Section 193 of the ABCA, and any amendments or variations made in accordance with the

Arrangement Agreement or Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

(dd) **"Purchaser"** means **1981064 Alberta Ltd.**, a corporation incorporated under the laws of Alberta, or its permitted assignee under the Arrangement Agreement and their respective successors;

(ee) **"Registrar"** means the Registrar of Corporations or the Deputy Registrar of Corporations for the Province of Alberta duly appointed under Section 263 of the ABCA;

(ff) **"Rollover Agreement"** means the rollover agreement entered into between the Purchaser and the Rollover Shareholder on or before the date of the Arrangement Agreement;

(gg) **"Rollover Shareholder"** means the Shareholder who entered into the Rollover Agreement;

(hh) **"Rollover Shares"** means any Common Shares which are the subject of the Rollover Agreement as of the Effective Date;

(ii) **"Shareholders"** means the registered or beneficial holders of the Common Shares, as the context requires;

(jj) **"Stock Option Plan"** means the Company's stock option plan last approved by Shareholders on June 9, 2015; and

(kk) **"Tax Act"** means the *Income Tax Act* (Canada).

Section 1.2 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular number include the plural and vice versa, and words importing any gender include all genders.

Section 1.3 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, Subsections and other parts and the insertion of headings are for convenience only and shall not affect the construction or interpretation of this Plan of Arrangement.

Section 1.4 Date For Any Action

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

Liens, to the Purchaser in consideration for a debt claim against the Purchaser for the amount determined in accordance with Section 3.1, and:

(i) such Dissenting Shareholders shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid fair value for such Common Shares as set out in Section 3.1;

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Common Shares from the registers of Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Common Shares, free and clear of all Liens, and shall be entered into the registers of Common Shares maintained by or on behalf of the Company.

(d) Each outstanding Common Share other than (A) the Common Shares that are held by Dissenting Shareholders who have validly exercised their Dissent Rights in accordance with Article 3 and who are ultimately entitled to be paid the fair value for such Common Shares, (B) Common Shares held by the Purchaser, and (C) the Rollover Shares which have been previously acquired by the Purchaser pursuant to Section 2.3(a), shall, without any further action by or on behalf of a holder of Common Shares, be deemed to be assigned by the holder thereof to the Purchaser (free and clear of any Liens) in exchange for a cash payment equal to the Cash Consideration less amounts withheld and remitted in accordance with Section 4.4, and:

(i) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the rights to be paid the Cash Consideration per Common Share in accordance with this Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company;

(iii) the Purchaser shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company.

(e) The aggregate stated capital of the Common Shares shall be, and shall be deemed to be, reduced to $1.00.

(f) The Company and the Purchaser shall be amalgamated and continued as one corporation ("**Amalco**") under the ABCA in accordance with the following:

Name. The name of Amalco shall be "**Yoho Resources Inc.**";

Registered Office. The registered office of Amalco shall be located in the City of Calgary in the Province of Alberta. The address of the registered office of Amalco shall be 4300 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta, T2P 5C5;

Financial Year End. The financial year end of Amalco shall be December 31.

Articles of Amalgamation. The articles of amalgamation of Amalco shall be the same as the articles of incorporation of the Purchaser;

Authorized Capital. The authorized capital of Amalco shall be the authorized capital of the Purchaser and shall be comprised of an unlimited number of common shares and an unlimited number of preferred shares issuable in series;

Number of Directors. Amalco shall have a minimum of one director and a maximum of ten directors, until changed in accordance with the ABCA. Until changed by the shareholders of Amalco, the number of directors of Amalco shall be set at five;

First Directors. The first directors of Amalco shall be:

Name	Address	Resident Canadian
Brian McLachlan	41098 Circle 5 Estates Calgary, Alberta T3Z 2T5	Yes
Gary Perron	21 Christie Estates Heath SW Calgary, Alberta T3H 2Z5	Yes
Robert Israel	720 Fifth Avenue 10th Floor New York, New York 10019	No
Vadim Gluzman	720 Fifth Avenue 10th Floor New York, New York 10019	No
Don Parker	P.O. Box 851, Station Main Okotoks, Alberta T1S 1A9	Yes

The first directors of Amalco shall hold office until the first annual meeting of shareholders of Amalco (or the signing of a written resolution in lieu thereof) or until their successors are elected or appointed;

Conversion or Cancellation of Shares. The issued and outstanding shares of each of the Company and the Purchaser shall be converted into fully paid and non-assessable shares of Amalco or shall be cancelled without any repayment of capital in respect thereof as follows:

and in the manner set forth in Section 191 of the ABCA as modified by the Interim Order, the Final Order and this Section 3.1; provided that, notwithstanding subsection 191(5) of the ABCA, the written objection to the Arrangement Resolution referred to in subsection 191(5) of the ABCA must be received by the Company not later than 5:00 p.m. (Calgary time) two Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time). Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Common Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 2.3(c), and if they:

(a) ultimately are entitled to be paid fair value for such Common Shares, shall be deemed not to have participated in the transaction in Article 2 (other than Section 2.3(c)), will be entitled to be paid the fair value of such Common Shares by the Purchaser, which fair value, notwithstanding anything to the contrary contained in Part 14 of the ABCA, shall be determined as of the close of business on the Business Day before the Arrangement Resolution was adopted, and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Shareholders not exercised their Dissent Rights in respect of such Common Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Common Shares, shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Common Shares and shall be entitled to receive only the consideration contemplated in Section 2.3(d) hereof that such Shareholder would have received pursuant to the Arrangement if such Shareholder had not exercised Dissent Rights.

Section 3.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Common Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Company, the Purchaser (or any of their respective successors) or any other Person be required to recognize Dissenting Shareholders as holders of Common Shares (in respect of which Dissent Rights have been validly exercised) after the completion of the transfer under Section 2.3(c), and the names of such Dissenting Shareholders shall be removed from the registers of holders of the Common Shares (in respect of which Dissent Rights have been validly exercised) at the same time as the event described in Section 2.3(c) occurs.

(c) In addition to any other restrictions under Section 191 of the ABCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Options; and (ii) Shareholders who vote or have instructed a proxyholder to vote such Common Shares in favour of the Arrangement Resolution (but only in respect of such Common Shares).

ARTICLE 4
PAYMENT OF CONSIDERATION

Section 4.1 Letter of Transmittal

At the time of mailing the Circular or as soon as practicable thereafter, the Company shall forward to each Shareholder at the address of such person as it appears on the register maintained by or on behalf of the Company in respect of the Shareholders, a Letter of Transmittal.

Section 4.2 Exchange of Certificates for Cash

(a) Prior to the Effective Time, the Purchaser shall deliver to the Depositary by way of wire transfer, certified cheque or bank draft, an amount equal to the aggregate amount of Cash Consideration that the Shareholders are entitled to receive for their Common Shares pursuant to Section 2.3(d) and in accordance with the terms of the Arrangement.

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(d), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Shareholders represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such Shareholder, as soon as practicable after the Effective Time, a cheque representing the cash which such Shareholder has the right to receive under the Arrangement for such Common Shares, less any amounts withheld pursuant to Section 4.4, and any certificate so surrendered shall forthwith be cancelled. The cash deposited with the Depositary shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser or the Company, as applicable.

(c) Until surrendered as contemplated by this Section 4.2, each certificate which immediately prior to the Effective Time represented any Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Cash Consideration per Common Share in lieu of such certificate as contemplated in this Section 4.2, less any amounts withheld pursuant to Section 4.4. Any such certificate formerly representing Common Shares not duly surrendered on or before the last Business Day prior to the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former Shareholder of any kind or nature against or in the Company or the Purchaser. On such anniversary date, all certificates representing Common Shares shall be deemed to have been surrendered to the Purchaser and all Cash Consideration to which such former Shareholder was entitled, together with any entitlements to dividends, distributions and interest thereon, shall be deemed to have been surrendered to the Purchaser or any successor thereof for no consideration, and shall be paid over by the Depositary to the Purchaser or as directed by the Purchaser.

(d) Any payment made by way of cheque by the Depositary (or, if applicable, the Company) pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary (or, if applicable, the Company) or that otherwise remains unclaimed, in each case on or before the last Business Day prior to the third anniversary of the Effective Date, and any right or claim to payment hereunder that remains outstanding on the third anniversary of the Effective Date, shall cease to represent a right or claim of any kind or nature and the right of the Shareholder to receive the Cash Consideration for Common Shares pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or any successor thereof for no consideration.

(e) No holder of Common Shares or Options shall be entitled to receive any consideration with respect to such Common Shares or Options other than any cash payment to which such holder is entitled to receive in accordance with Section 2.2 and this Section 4.2 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment or distribution in connection therewith.

Section 4.3 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred pursuant to Section 2.2 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Shareholder claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Cash Consideration deliverable in accordance with Section 2.2 and such Shareholder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Shareholder to whom the such Consideration is to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to the Purchaser (and its transfer agents) and the Depositary (acting reasonably) in such sum as the Purchaser may direct or otherwise indemnify the Purchaser and the Company in a manner satisfactory to the Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser or the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4.4 Withholding Rights.

The Company, the Purchaser and the Depositary shall be entitled to deduct and withhold from any amount payable to any Person under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 3.1), such amounts as the Company, the Purchaser or the Depositary determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act or any provision of any other Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

ARTICLE 6
FURTHER ASSURANCES

Section 6.1 Other Documents and Instruments

Notwithstanding that the transactions or events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further authorization, act or formality, each of the Company and the Purchaser shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.

SCHEDULE "B"
TO ARTICLES OF ARRANGMENT OF
YOHO RESOURCES INC.

PLAN OF ARRANGEMENT
UNDER SECTION 193 OF THE
BUSINESS CORPORATIONS ACT (ALBERTA)

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, terms used herein that are not defined have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

(a) "**ABCA**" means the *Business Corporations Act* (Alberta);

(b) "**Amalco**" has the meaning ascribed thereto in Section 2.3(e);

(c) "**Arrangement**" means the arrangement under Section 193 of the ABCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations to this Plan of Arrangement made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably;

(d) "**Arrangement Agreement**" means the arrangement agreement dated as of July 18, 2016 between the Purchaser and the Company (including the schedules thereto) as it may be amended, modified, supplemented or restated from time to time in accordance with its terms, prior to the Effective Time, providing for, among other things, the Arrangement;

(e) "**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Meeting by Shareholders;

(f) "**Articles of Arrangement**" means the articles of arrangement of the Company in respect of the Arrangement, required by Section 193(10) of the ABCA to be sent to the Registrar after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to the Company and the Purchaser, each acting reasonably;

(g) "**Board**" means the board of directors of the Company;

(h) "**Business Day**" means any day of the year, other than a Saturday, Sunday or any statutory holiday in Calgary, Alberta;

(i) "**Certificate of Arrangement**" means the certificate of amalgamation to be issued by the Registrar pursuant to Section 193(11) of the ABCA in respect of the Articles of Arrangement giving effect to the Arrangement;

(j) "**Circular**" means the notice of the Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to Shareholders in connection with the Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of the Arrangement Agreement;

(k) "**Common Shares**" means the outstanding common shares in the capital of the Company;

(l) "**Company**" means Yoho Resources Inc., a corporation subsisting under the laws of Alberta;

(m) "**Cash Consideration**" means $0.475 in cash per Common Share;

(n) "**Court**" means the Court of Queen's Bench of Alberta;

(o) "**Depositary**" means such Person as the Purchaser may appoint to act as depositary for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably;

(p) "**Dissent Rights**" has the meaning specified in Section 3.1;

(q) "**Dissenting Shareholder**" means a registered Shareholder who has validly exercised its Dissent Rights in accordance with Section 3.1, and who has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered Shareholder;

(r) "**Effective Date**" means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

(s) "**Effective Time**" means 12:01 a.m. (Calgary Time) on the Effective Date, or such other time as the Purchaser and the Company may agree to in writing before the Effective Date;

(t) "**Final Order**" means the final order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Company and the Purchaser, each acting reasonably) on appeal;

(u) "**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange;

(v) "**Interim Order**" means the interim order of the Court in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Meeting, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably;

(w) "**Law**" means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise;

(x) "**Letter of Transmittal**" means the letter of transmittal sent by the Company to Shareholders together with the Circular for use in connection with the Arrangement;

(y) "**Lien**" means any mortgage, charge, pledge, hypothec, security interest, prior claim, encroachments, option, right of first refusal or first offer, occupancy right, covenant, assignment, lien (statutory or otherwise), defect of title, or restriction or adverse right or claim, or other third party interest or encumbrance of any kind, in each case, whether contingent or absolute;

(z) "**Meeting**" means the annual and special meeting of Shareholders, including any adjournment or postponement of such annual and special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider, among other things, the Arrangement Resolution;

(aa) "**Options**" means the outstanding options to purchase Common Shares issued pursuant to the Stock Option Plan;

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

(cc) "**Plan of Arrangement**" means this plan of arrangement proposed under Section 193 of the ABCA, and any amendments or variations made in accordance with the

Arrangement Agreement or Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

(dd) "**Purchaser**" means **1981064 Alberta Ltd.**, a corporation incorporated under the laws of Alberta, or its permitted assignee under the Arrangement Agreement and their respective successors;

(ee) "**Registrar**" means the Registrar of Corporations or the Deputy Registrar of Corporations for the Province of Alberta duly appointed under Section 263 of the ABCA;

(ff) "**Rollover Agreement**" means the rollover agreement entered into between the Purchaser and the Rollover Shareholder on or before the date of the Arrangement Agreement;

(gg) "**Rollover Shareholder**" means the Shareholder who entered into the Rollover Agreement;

(hh) "**Rollover Shares**" means any Common Shares which are the subject of the Rollover Agreement as of the Effective Date;

(ii) "**Shareholders**" means the registered or beneficial holders of the Common Shares, as the context requires;

(jj) "**Stock Option Plan**" means the Company's stock option plan last approved by Shareholders on June 9, 2015; and

(kk) "**Tax Act**" means the *Income Tax Act* (Canada).

Section 1.2 Number and Gender

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular number include the plural and vice versa, and words importing any gender include all genders.

Section 1.3 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into Articles, Sections, Subsections and other parts and the insertion of headings are for convenience only and shall not affect the construction or interpretation of this Plan of Arrangement.

Section 1.4 Date For Any Action

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

Section 1.5 Time

All times expressed herein or in any Letters of Transmittal are local time (Calgary, Alberta) unless otherwise stipulated herein or therein.

Section 1.6 Currency

All references to currency in this Plan of Arrangement are to Canadian dollars, being lawful money of the Canada.

Section 1.7 Statutory References

Unless otherwise expressly provided herein, any reference in this Plan of Arrangement to a statute includes all regulations made thereunder, all amendments to such statute or regulations in force from time to time, and any statute or regulation that supplements or supersedes such statute or regulations.

ARTICLE 2
THE ARRANGEMENT

Section 2.1 Arrangement Agreement

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

Section 2.2 Binding Effect

This Plan of Arrangement and the Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective and be binding on: (i) the Company, (ii) the Purchaser, (iii) all registered and beneficial Shareholders (including Dissenting Shareholders), and (iii) all holders of Options or participants in the Stock Option Plan without any further act or formality required on the part of any Person.

Section 2.3 Arrangement

Commencing at the Effective Time, the following shall occur and shall be deemed to occur in two minute intervals and in the following order without any further act or formality:

(a) Each Rollover Share shall be transferred by the holder thereof to the Purchaser in exchange for shares of the Purchaser on such terms and conditions as are set out in the Rollover Agreement.

(b) Notwithstanding the terms of the Stock Option Plan, each outstanding Option shall be terminated without any payment or compensation therefor, and the Company shall have no further liabilities or obligations to the former holders thereof with respect thereto. The Stock Option Plan shall thereafter be terminated and be of no further force and effect.

(c) Each of the Common Shares held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised shall be deemed to be transferred by the holder thereof, without any further act or formality on its part, free and clear of any

Liens, to the Purchaser in consideration for a debt claim against the Purchaser for the amount determined in accordance with Section 3.1, and:

(i) such Dissenting Shareholders shall cease to be the holders of such Common Shares and to have any rights as holders of such Common Shares other than the right to be paid fair value for such Common Shares as set out in Section 3.1;

(ii) such Dissenting Shareholders' names shall be removed as the holders of such Common Shares from the registers of Common Shares maintained by or on behalf of the Company; and

(iii) the Purchaser shall be deemed to be the transferee of such Common Shares, free and clear of all Liens, and shall be entered into the registers of Common Shares maintained by or on behalf of the Company.

(d) Each outstanding Common Share other than (A) the Common Shares that are held by Dissenting Shareholders who have validly exercised their Dissent Rights in accordance with Article 3 and who are ultimately entitled to be paid the fair value for such Common Shares, (B) Common Shares held by the Purchaser, and (C) the Rollover Shares which have been previously acquired by the Purchaser pursuant to Section 2.3(a), shall, without any further action by or on behalf of a holder of Common Shares, be deemed to be assigned by the holder thereof to the Purchaser (free and clear of any Liens) in exchange for a cash payment equal to the Cash Consideration less amounts withheld and remitted in accordance with Section 4.4, and:

(i) the holders of such Common Shares shall cease to be the holders thereof and to have any rights as holders of such Common Shares other than the rights to be paid the Cash Consideration per Common Share in accordance with this Plan of Arrangement;

(ii) such holders' names shall be removed from the register of the Common Shares maintained by or on behalf of the Company;

(iii) the Purchaser shall be deemed to be the transferee of such Common Shares (free and clear of all Liens) and shall be entered in the register of the Common Shares maintained by or on behalf of the Company.

(e) The aggregate stated capital of the Common Shares shall be, and shall be deemed to be, reduced to $1.00.

(f) The Company and the Purchaser shall be amalgamated and continued as one corporation ("**Amalco**") under the ABCA in accordance with the following:

<u>**Name.**</u> The name of Amalco shall be "**Yoho Resources Inc.**";

Registered Office. The registered office of Amalco shall be located in the City of Calgary in the Province of Alberta. The address of the registered office of Amalco shall be 4300 Bankers Hall West, 888 – 3rd Street S.W., Calgary, Alberta, T2P 5C5;

Financial Year End. The financial year end of Amalco shall be December 31.

Articles of Amalgamation. The articles of amalgamation of Amalco shall be the same as the articles of incorporation of the Purchaser;

Authorized Capital. The authorized capital of Amalco shall be the authorized capital of the Purchaser and shall be comprised of an unlimited number of common shares and an unlimited number of preferred shares issuable in series;

Number of Directors. Amalco shall have a minimum of one director and a maximum of ten directors, until changed in accordance with the ABCA. Until changed by the shareholders of Amalco, the number of directors of Amalco shall be set at **five**;

First Directors. The first directors of Amalco shall be:

Name	Address	Resident Canadian
Brian McLachlan	41098 Circle 5 Estates Calgary, Alberta T3Z 2T5	Yes
Gary Perron	21 Christie Estates Heath SW Calgary, Alberta T3H 2Z5	Yes
Robert Israel	720 Fifth Avenue 10th Floor New York, New York 10019	No
Vadim Gluzman	720 Fifth Avenue 10th Floor New York, New York 10019	No
Don Parker	P.O. Box 851, Station Main Okotoks, Alberta T1S 1A9	Yes

The first directors of Amalco shall hold office until the first annual meeting of shareholders of Amalco (or the signing of a written resolution in lieu thereof) or until their successors are elected or appointed;

Conversion or Cancellation of Shares. The issued and outstanding shares of each of the Company and the Purchaser shall be converted into fully paid and non-assessable shares of Amalco or shall be cancelled without any repayment of capital in respect thereof as follows:

(i) each common share of the Purchaser shall be, and shall be deemed to be, converted into one common share of Amalco; and

(ii) all of the Common Shares, all of which shall then be held by the Purchaser, shall be, and shall be deemed to be, cancelled without any repayment of capital or any other consideration in respect thereof;

<u>**Stated Capital.**</u> For the purposes of the ABCA, the aggregate stated capital attributable to the common shares of Amalco pursuant to the Arrangement on the conversion of the common shares of the Purchaser shall be the aggregate of the stated capital attributable to the common shares of the Purchaser so converted immediately before the amalgamation;

<u>**By-laws.**</u> The by-laws of Amalco shall be the same as those of the Purchaser, except that the references therein to the Purchaser shall be changed to Amalco;

<u>**Effect of Amalgamation**</u>. The provisions of section 186 of the ABCA shall apply to the amalgamation with the result that, on the Effective Date:

(i) the amalgamation of the amalgamating corporations and their continuance as one corporation become effective;

(ii) the property of each amalgamating corporation continues to be the property of the amalgamated corporation;

(iii) the amalgamated corporation continues to be liable for the obligations of each amalgamating corporation;

(iv) an existing cause of action, claim or liability to prosecution is unaffected;

(v) a civil, criminal or administrative action or proceeding pending by or against an amalgamating corporation may be continued to be prosecuted by or against the amalgamating corporation;

(vi) a conviction against, or ruling, order or judgment in favour of or against, an amalgamating corporation may be enforced by or against the amalgamated corporation; and

(vii) the articles of amalgamation are deemed to be the articles of incorporation of the amalgamated corporation and the certificate of amalgamation is deemed to be the certificate of incorporation of the amalgamated corporation.

ARTICLE 3
RIGHTS OF DISSENT

Section 3.1 Rights of Dissent

Registered Shareholders may exercise dissent rights with respect to the Common Shares held by such holders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Section 191 of the ABCA as modified by the Interim Order, the Final Order and this Section 3.1; provided that, notwithstanding subsection 191(5) of the ABCA, the written objection to the Arrangement Resolution referred to in subsection 191(5) of the ABCA must be received by the Company not later than 5:00 p.m. (Calgary time) two Business Days immediately preceding the date of the Meeting (as it may be adjourned or postponed from time to time). Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Common Shares held by them and in respect of which Dissent Rights have been validly exercised to the Purchaser free and clear of all Liens, as provided in Section 2.3(c), and if they:

(a) ultimately are entitled to be paid fair value for such Common Shares, shall be deemed not to have participated in the transaction in Article 2 (other than Section 2.3(c)), will be entitled to be paid the fair value of such Common Shares by the Purchaser, which fair value, notwithstanding anything to the contrary contained in Part 14 of the ABCA, shall be determined as of the close of business on the Business Day before the Arrangement Resolution was adopted, and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such Shareholders not exercised their Dissent Rights in respect of such Common Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Common Shares, shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of Common Shares and shall be entitled to receive only the consideration contemplated in Section 2.3(d) hereof that such Shareholder would have received pursuant to the Arrangement if such Shareholder had not exercised Dissent Rights.

Section 3.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Purchaser, the Company or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Common Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Company, the Purchaser (or any of their respective successors) or any other Person be required to recognize Dissenting Shareholders as holders of Common Shares (in respect of which Dissent Rights have been validly exercised) after the completion of the transfer under Section 2.3(c), and the names of such Dissenting Shareholders shall be removed from the registers of holders of the Common Shares (in respect of which Dissent Rights have been validly exercised) at the same time as the event described in Section 2.3(c) occurs.

(c) In addition to any other restrictions under Section 191 of the ABCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Options; and (ii) Shareholders who vote or have instructed a proxyholder to vote such Common Shares in favour of the Arrangement Resolution (but only in respect of such Common Shares).

ARTICLE 4
PAYMENT OF CONSIDERATION

Section 4.1 Letter of Transmittal

At the time of mailing the Circular or as soon as practicable thereafter, the Company shall forward to each Shareholder at the address of such person as it appears on the register maintained by or on behalf of the Company in respect of the Shareholders, a Letter of Transmittal.

Section 4.2 Exchange of Certificates for Cash

(a) Prior to the Effective Time, the Purchaser shall deliver to the Depositary by way of wire transfer, certified cheque or bank draft, an amount equal to the aggregate amount of Cash Consideration that the Shareholders are entitled to receive for their Common Shares pursuant to Section 2.3(d) and in accordance with the terms of the Arrangement.

(b) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented outstanding Common Shares that were transferred pursuant to Section 2.3(d), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the Shareholders represented by such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such Shareholder, as soon as practicable after the Effective Time, a cheque representing the cash which such Shareholder has the right to receive under the Arrangement for such Common Shares, less any amounts withheld pursuant to Section 4.4, and any certificate so surrendered shall forthwith be cancelled. The cash deposited with the Depositary shall be held in an interest-bearing account, and any interest earned on such funds shall be for the account of the Purchaser or the Company, as applicable.

(c) Until surrendered as contemplated by this Section 4.2, each certificate which immediately prior to the Effective Time represented any Common Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Cash Consideration per Common Share in lieu of such certificate as contemplated in this Section 4.2, less any amounts withheld pursuant to Section 4.4. Any such certificate formerly representing Common Shares not duly surrendered on or before the last Business Day prior to the third anniversary of the Effective Date shall cease to represent a claim by or interest of any former Shareholder of any kind or nature against or in the Company or the Purchaser. On such anniversary date, all certificates representing Common Shares shall be deemed to have been surrendered to the Purchaser and all Cash Consideration to which such former Shareholder was entitled, together with any entitlements to dividends, distributions and interest thereon, shall be deemed to have been surrendered to the Purchaser or any successor thereof for no consideration, and shall be paid over by the Depositary to the Purchaser or as directed by the Purchaser.

(d) Any payment made by way of cheque by the Depositary (or, if applicable, the Company) pursuant to this Plan of Arrangement that has not been deposited or has been returned to the Depositary (or, if applicable, the Company) or that otherwise remains unclaimed, in each case on or before the last Business Day prior to the third anniversary of the Effective Date, and any right or claim to payment hereunder that remains outstanding on the third anniversary of the Effective Date, shall cease to represent a right or claim of any kind or nature and the right of the Shareholder to receive the Cash Consideration for Common Shares pursuant to this Plan of Arrangement shall terminate and be deemed to be surrendered and forfeited to the Purchaser or any successor thereof for no consideration.

(e) No holder of Common Shares or Options shall be entitled to receive any consideration with respect to such Common Shares or Options other than any cash payment to which such holder is entitled to receive in accordance with Section 2.2 and this Section 4.2 and, for greater certainty, no such holder will be entitled to receive any interest, dividends, premium or other payment or distribution in connection therewith.

Section 4.3 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred pursuant to Section 2.2 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Shareholder claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, the Cash Consideration deliverable in accordance with Section 2.2 and such Shareholder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Shareholder to whom the such Consideration is to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to the Purchaser (and its transfer agents) and the Depositary (acting reasonably) in such sum as the Purchaser may direct or otherwise indemnify the Purchaser and the Company in a manner satisfactory to the Purchaser and the Company, acting reasonably, against any claim that may be made against the Purchaser or the Company with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 4.4 Withholding Rights.

The Company, the Purchaser and the Depositary shall be entitled to deduct and withhold from any amount payable to any Person under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 3.1), such amounts as the Company, the Purchaser or the Depositary determines, acting reasonably, are required or permitted to be deducted and withheld with respect to such payment under the Tax Act or any provision of any other Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

Section 4.5 No Liens.

Any exchange or transfer of securities pursuant to this Plan of Arrangement shall be free and clear of any Liens or other claims of third parties of any kind.

Section 4.6 Paramountcy

From and after the Effective Time: (a) this Plan of Arrangement shall take precedence and priority over any and all Common Shares and Options issued or outstanding prior to the Effective Time, (b) the rights and obligations of the Shareholders, the holders of Options, the Company, the Purchaser, the Depositary and any transfer agent or other depositary therefor in relation thereto, shall be solely as provided for in this Plan of Arrangement, and (c) all actions, causes of action, claims or proceedings (actual or contingent and whether or not previously asserted) based on or in any way relating to any Common Shares or Options shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 5
AMENDMENT

Section 5.1 Amendment

The Purchaser and the Company may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that any such amendment, modification or supplement must be set out in writing, be approved by each of the Purchaser and the Company in a written document which is filed with the Court and, if made following the Meeting, approved by the Court and communicated to Shareholders in the manner required by the Court (if so required).

Any amendment, modification or supplement to this Plan of Arrangement which is approved or directed by the Court following the Meeting shall be effective only if (i) it is consented to in writing by each of the Purchaser and the Company (in each case, acting reasonably), and (ii) if required by the Court, it is consented to by the Shareholders in the manner directed by the Court.

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company or the Purchaser at any time prior to the Meeting (provided that the Company or the Purchaser, as applicable, shall have consented thereto) with or without any other prior notice or communication, and if so proposed and accepted by the Persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

This Plan of Arrangement may be withdrawn prior to the occurrence of any of the events in Section 2.2 in accordance with the terms of the Arrangement Agreement.

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement.

ARTICLE 6
FURTHER ASSURANCES

Section 6.1 Other Documents and Instruments

Notwithstanding that the transactions or events set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order set out in this Plan of Arrangement without any further authorization, act or formality, each of the Company and the Purchaser shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them in order to further document or evidence any of the transactions or events set out in this Plan of Arrangement.