No. L051878
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c. 57, AS AMENDED

AND

IN THE MATTER OF:

A PROPOSED ARRANGEMENT BETWEEN DIGITAL ACCELERATOR CORPORATION AND EVEN TECHNOLOGIES INC

DIGITAL ACCELERATOR CORPORATION

PETITIONER

ORDER

BEFORE THE HONOURABLE MR. JUSTICE PITFIELD.	Wednesday, the 3rd day of August, 2005

UPON THE APPLICATION of the Petitioner coming on for hearing at Vancouver, British Columbia, on this 3rd day of August, 2005, AND UPON READING the Petition herein dated August 2, 2005; AND UPON READING the Affidavit of Philip G. Nerland sworn July 28, 2005 and filed in these proceedings AND UPON HEARING Gerry Cuttler, counsel for the Petitioner and no one appearing on behalf of any other parties:

THIS COURT:

1. ORDERS that the Arrangement Agreement made as of April 21, 2005 (the "Arrangement Agreement") a copy of which is attached to this Order and Plan of Arrangement attached as Schedule A to the Arrangement Agreement, be

and are hereby approved in accordance with Section 291 of the *Business Corporations Act*, S.B.C. 2002, as amended.

2. ORDERS that the Arrangement (as defined in the Arrangement Agreement) shall take effect upon depositing an entered copy of the Order at the Petitioner's record's office.

3. DECLARES that the terms and conditions of the Arrangement are fair to the persons affected.

BY THE COURT:

~~District~~ Registrar

APPROVED AS TO FORM:

Counsel for the Petitioner

ENTERED
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VANCOUVER REGISTRY
VOL S1315 FOL 14

ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 21st day of April, 2005 and is

BETWEEN:

> **DIGITAL ACCELERATOR CORPORATION**, a corporation continued under the laws of Canada
>
> ("Daccel")

AND:

> **EVEN TECHNOLOGIES INC.**, a corporation continued under the laws of Canada
>
> ("Even")

BACKGROUND:

A. Even is a public company whose common shares are listed for trading on the TSX Venture Exchange.

B. Daccel is not a public company.

C. Even owns a majority of the issued and outstanding common shares of Daccel. In addition to having issued common shares in its share capital, Daccel has also issued special warrants that are exchangeable into common shares of Daccel without further consideration.

D. Even and Daccel propose that Daccel continue under the British Columbia *Business Corporations Act* and effect an arrangement thereunder that will result in the shareholders and special warrant holders of Daccel receiving common shares of Even and warrants to purchase common shares of Even and Daccel becoming the wholly owned subsidiary of Even, on the terms and conditions set forth in the Plan of Arrangement attached as Schedule A.

TERMS OF AGREEMENT:

IN CONSIDERATION of the covenants and agreement herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement:

(a) "Agreement" means this Arrangement Agreement;

(b) "Arrangement" means the arrangement under the provisions of the BCA on the terms and conditions set forth in the Plan of Arrangement;

(c) "Arrangement Resolution" means a special resolution as defined in the BCA of the Daccel Shareholders approving the Arrangement;

(d) "BCA" means the British Columbia *Business Corporations Act*, as amended;

(e) "CBCA" means the *Canada Business Corporations Act*, as amended

(f) "Circular" means the management information circular to be prepared and sent to the Daccel Shareholders and Daccel Special Warrant Holders in connection with the Meeting;

(g) "Combined Resolution" means a resolution passed:

(i) at the Meeting;

(ii) approving the Arrangement;

(iii) with the support of $2/3^{rd}$ of the votes cast on it; and

(iv) in circumstances in which the Daccel Minority Shareholders have one vote per Daccel Common Share and the Daccel Special Warrant Holders have one vote per Daccel Special Warrant;

(h) "Continuation" means the continuation of Daccel from under the CBCA to under the BCA;

(i) "Continuation Resolution" means a special resolution as defined in the CBCA of the Daccel Shareholders approving the Continuation;

(j) "Court" means the Supreme Court of British Columbia;

(k) "Daccel Common Shares" means common shares in the capital of Daccel as they are constituted as at the date hereof;

(l) "Daccel Minority Shareholders" means the holders of Daccel Common Shares other than Even;

(m) "Daccel Shareholders" means the holders of Daccel Common Shares;

(n) "Daccel Special Warrants" means the outstanding special warrants of Daccel, each of which entitles the holder to acquire one Daccel Common Share for no additional consideration;

(o) "Daccel Special Warrant Holders" means the holders of Daccel Special Warrants;

(p) "Effective Date" means the date on which a copy of the Order is filed with Daccel's records office;

(q) "Even Common Shares" means common shares in the capital of Even as they are constituted as at the date hereof;

(r) "Even Unit" means ¼ of one Common Share and one Even Warrant;

(s) "Even Warrant" means a non-transferable warrant entitling the holder to acquire one Even Common Share at a price of $0.55 until the second anniversary of the Effective Date;

(t) "Governmental Entity" means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency, domestic or foreign; (ii) any subdivision, agent, 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;

(u) "Laws" means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgements or other requirements of any Governmental Entity;

(v) "Meeting" means the meeting of Daccel Shareholders and Daccel Special Warrant Holders, and any adjournment thereof, to be held to consider, and if deemed advisable, pass the Continuation Resolution, the Arrangement Resolution and the Combined Resolution;

(w) "Order" means the order of the Court approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed;

(x) "Parties" means Daccel and Even; and "Party" means either one of them;

(y) "Person" includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;

(z) "Plan of Arrangement" means the plan of arrangement substantially as annexed as Schedule A hereto and any amendment or variation thereto made in accordance with its terms or the terms of this Agreement; and

(aa) "Termination Date" means December 31, 2005.

1.2 **Interpretation Not Affected by Headings.** The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 **Article References.** Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.4 **Number and Gender.** In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).

1.5 **Schedules.** Schedule A annexed to this Agreement, being the Plan of Arrangement is incorporated by reference into and forms part of this Agreement.

ARTICLE 2. THE CONTINUATION AND THE ARRANGEMENT

2.1 **Continuation**. Subject to passage of the Continuation Resolution, Daccel will be responsible for applying to the Director under the CBCA for approval to the Continuation and, upon receipt of such approval, for seeking to effect the Continuation.

2.2 **Arrangement.** Subject to passage of the Arrangement Resolution and the Combined Resolution and receipt of all other required approvals, and subject further to the Continuation being effected, Daccel will be responsible for taking all steps necessary or desirable to obtain the Order.

2.3 **Effective Date.** The Arrangement shall become effective on the Effective Date.

ARTICLE 3. COVENANTS

3.1 **The Meeting.** Daccel will convene the Meeting and prepare the Circular for mailing to the Daccel Shareholders and the Daccel Special Warrant Holders. Even will provide Daccel on a timely basis with all such information concerning Even as may be required to be included in the Circular. Daccel will mail the Circular to the Daccel Shareholders, the Daccel Special Warrant Holders and any other appropriate Persons in accordance with applicable Law.

3.2 **Regulatory Approval.** The Parties will cooperate with each other in connection with the necessary submissions to the TSX Venture Exchange for approval of the Arrangement.

ARTICLE 4. CONDITIONS

4.1 **To the Arrangement.** The obligations of the Parties to complete the Arrangement are subject to fulfilment of the following conditions on or before the Effective Date or such other time as is specified below:

(a) the Continuation shall have been effected;

(b) the Arrangement shall have been approved by the Arrangement Resolution and the Combined Resolution;

(c) the Order shall have been granted in form and substance satisfactory to Daccel and Even, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to such Parties on appeal or otherwise;

(d) the Effective Date shall be on or before the Termination Date;

(e) there shall be no action taken under any Law or by any Governmental Entity that:

(i) makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Arrangement or any other transactions contemplated herein; or

(ii) results in a judgement or assessment of damages, directly or indirectly, relating to the transactions contemplated herein which is materially adverse;

(f) all approvals shall have been obtained and all other consents, waivers, permits, orders and approvals of any Governmental Entity or other Person, and the expiry of any waiting periods, in connection with, or required to permit, the consummation of the Arrangement, the failure of which to obtain or the non-expiry of which would be materially adverse to Daccel or Even, as the case may be, or materially impede the completion of the Arrangement, shall have been obtained or received on terms reasonably satisfactory to each Party;

(g) the TSX Venture Exchange shall have provided such approval of the Arrangement as is required under its rules, subject to the filing of required documentation;

(h) any prospectus exemptions required in connection with the issuance of the Even Units issuable under the Arrangement shall have been obtained and the Even Units so issuable shall not be subject to resale restrictions in Canada or the United States other than in respect of control persons and subject to requirements of general application;

(i) all rights to acquire unissued securities of Daccel, other than the Daccel Special Warrants, shall have been terminated to the satisfaction of Even, in its discretion;

(j) holders of no more than 5% of the outstanding Daccel Common Shares not owned by Even and outstanding Daccel Special Warrants shall have exercised (and not withdrawn such exercise) their rights of dissent pursuant to Article 5 of the Plan of Arrangement; and

(k) the number of Even Units to be issued under the Plan of Arrangement shall not exceed 1,685,106.

The foregoing conditions are for the mutual benefit of Daccel and Even and may be waived, in whole or in part, by Daccel and Even at any time. If any of the said conditions precedent are not satisfied or waived as aforesaid on or before the date required for the performance thereof, either Daccel or Even may rescind and terminate this Agreement by written notice to the other Party and shall have no other right or remedy.

4.2 **Merger of Conditions.** The conditions set out in Section 4.1 shall be conclusively deemed to have been satisfied, waived or released upon the Arrangement becoming effective in accordance with this Agreement.

ARTICLE 5. GENERAL MATTERS

5.1 **Amendment.** This Agreement may, at any time and from time to time before or after the holding of the Meeting, be amended by mutual written agreement of the Parties without further notice to or authorization on the part of their respective shareholders.

5.2 **Termination.** This Agreement may be terminated at any time prior to the Effective Date by mutual consent of Daccel and Even or as provided in Section 4.1. This Agreement will terminate if the Effective Date is not on or before the Termination Date.

5.3 **Expenses.** All costs and expenses of the transactions contemplated hereby, including legal fees, financial advisory fees, regulatory filing fees, all disbursements by advisors and printing and mailing costs shall be paid by Even.

5.4 **Notices.** Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to the other Party shall be in writing and may be given by delivering same or sending same by facsimile transmission or by delivery addressed to the Party to which the notice is to be given at its address set out below. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a business day, if not, then on the next succeeding business day) and if sent by facsimile transmission be deemed to have been given and received at the time of receipt unless received after 4:00 p.m. at the point of delivery in which case it shall be deemed to have been given and received on the next business day as follows:

(a) if to Daccel:

1255 West Pender Street
Vancouver, British Columbia
VSE 2V1

Attention: President

Facsimile: (604) 687-3141

(b) if to Even:

1255 West Pender Street
Vancouver, British Columbia
VSE 2V1

Attention: President

Facsimile: (604) 687-3141

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

5.6 **Entire Agreement.** This Agreement, including all the Schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement among the Parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties.

5.7 **Third Party Beneficiaries.** The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties.

5.8 **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. Each Party hereby attorns to the non-exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

5.9 **Execution in Counterparts.** This Agreement may be executed in counterparts, and the counterparts collectively are to be conclusively deemed to be one instrument.

5.10 **Waiver.** No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

5.11 **Enurement and Assignment.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is personal to the Parties and may not be assigned by any Party without the prior written consent of the other Party.

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

DACCEL ACCELERATOR CORPORATION

By:

"Philip Nerland"
Authorized Signatory

"Nick Ringma"
Authorized Signatory

EVEN TECHNOLOGIES INC.

By:

"Donald R. Sheldon"
Authorized Signatory

"Eugene Beukman"
Authorized Signatory

SCHEDULE A

PLAN OF ARRANGEMENT

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Plan of Arrangement the following capitalized words and terms shall have the following meanings:

(a) "Arrangement Agreement" means the arrangement agreement dated as of April 21, 2005 to which this Plan of Arrangement is attached as Schedule A;

(b) "Arrangement" means the arrangement under the provisions of the BCA on the terms and conditions set forth in this Plan of Arrangement;

(c) "business day" means any day other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

(d) "BCA" means the British Columbia *Business Corporations Act*, as amended;

(e) "CBCA" means the *Canada Business Corporations Act*, as amended

(f) "Combined Resolution" means a resolution passed:

(i) at the Meeting;

(ii) approving the Arrangement;

(iii) with the support of $2/3^{rd}$ of the votes cast on it; and

(iv) in circumstances in which the Daccel Minority Shareholders have one vote per Daccel Common Share and the Daccel Special Warrant Holders have one vote per Daccel Special Warrant;

(g) "Continuation" means the continuation of Daccel from under the CBCA to under the BCA;

(h) "Continuation Resolution" means a special resolution as defined in the CBCA of the Daccel Shareholders approving the Continuation;

(i) "Court" means the Supreme Court of British Columbia;

(j) "Daccel" means Digital Accelerator Corporation, a company continued under the CBCA as at the date of the Arrangement Agreement, to be continued under the BCA on or before the Effective Date;

(k) "Daccel Common Shares" means common shares in the capital of Daccel as they are constituted as at the date hereof;

(l) "Daccel Minority Shareholders" means the holders of Daccel Common Shares other than Even;

(m) "Daccel Shareholders" means the holders of Daccel Common Shares;

(n) "Daccel Special Warrants" means the outstanding special warrants of Daccel, each of which entitles the holder to acquire one Daccel Common Share for no additional consideration;

(o) "Daccel Special Warrant Holders" means the holders of Daccel Special Warrants;

(p) "Even" means Even Technologies Inc., a corporation continued under the laws of Canada;

(q) "Effective Date" means the date on which a copy of the Order is filed with Daccel's records office;

(r) "Effective Time" means 12:01 a.m. (Vancouver time) on the Effective Date;

(s) "Even Common Shares" means common shares in the capital of Even as they are constituted as at the date hereof;

(t) "Even Unit" means ¼ of one fully paid and non-assessable Common Share and one Even Warrant;

(u) "Even Warrant" means a non-transferable warrant entitling the holder to acquire one Even Common Share at a price of $0.55 until the second anniversary of the Effective Date;

(v) "Meeting" means the meeting of Daccel Shareholders and Daccel Special Warrant Holders, and any adjournment thereof, to be held to consider, and if deemed advisable, pass the Continuation Resolution, the Arrangement Resolution and the Combined Resolution;

(w) "Order" means the order of the Court approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed;

(x) "Parties" means Daccel and Even; and "Party" means either one of them; and

(y) "Transfer Agent" means Even's transfer agent, which is as at the date of the Arrangement Agreement Pacific Corporate Trust Company, having an office at 10th Floor, 625 Howe Street, Vancouver, British Columbia.

1.2 **Interpretation Not Affected by Headings.** The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement.

1.3 **Article References.** Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Plan of Arrangement.

1.4 **Number and Gender.** In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).

1.5 **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Arrangement Agreement.

ARTICLE 2. ARRANGEMENT AGREEMENT

2.1 **Arrangement Agreement.** This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement. The implementation of this Plan of Arrangement is expressly subject to the fulfilment and/or waiver (by the Party or Parties entitled) of the conditions precedent set out in the Arrangement Agreement.

ARTICLE 3. THE ARRANGEMENT

3.1 **The Arrangement.** At the Effective Time each Daccel Common Share held by a Daccel Minority Shareholder and each Daccel Special Warrant held by a Daccel Special Warrant Holder will be transferred, and will be deemed to be transferred, without any act or formality on the holder's part, to Even in exchange for one Even Unit for every one Daccel Common Share and one Event Unit for every one Daccel Special Warrant (subject to adjustment in accordance with Section 4.7).

ARTICLE 4. CERTIFICATES AND FRACTIONAL SHARES

4.1 **Exchange of Certificates.** Each Daccel Minority Shareholder and each Daccel Special Warrant Holder shall be entitled to receive the Even Units issuable pursuant to this Plan of Arrangement as soon as practicable after the later of the Effective Date and the date of receipt by the Transfer Agent of a letter of transmittal in the form mailed with the Circular together with the certificates representing such holder's Daccel Common Shares and/or Daccel Special Warrants, together with such other documents and instruments as are required under the BCA and the Articles of Daccel to effect the transfer of securities formerly represented by such certificates and such additional documents as the Transfer Agent may reasonably require.

4.2 **Transfer of Ownership.** In the event of a transfer of ownership of Daccel Common Shares or Daccel Special Warrants which is not registered in the records of Daccel, certificates representing the proper numbers of Even Units may be issued to the transferee if the certificate representing such Daccel Common Shares or Daccel Special Warrants is presented to the Transfer Agent together with the letter of transmittal and the other documents required in accordance with Section 4.1, accompanied by all documents required to evidence and effect such transfer.

4.3 **Lost Share Certificates.** If any certificate which represents Daccel Common Shares or Daccel Special Warrants has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, satisfactory to the Transfer Agent and to Even, and upon such Person giving an indemnity satisfactory to Even and the Transfer Agent against any claims that may be made against Even with respect to the certificate alleged to have been lost, stolen or destroyed, in exchange for such lost, stolen or destroyed certificate, certificates representing the Even Units deliverable in accordance with such holder's letter of transmittal will be issued.

4.4 **Unsurrendered Certificates.** Until surrendered as contemplated by Section 4.1, each certificate which immediately prior to the Effective Time represented one or more outstanding Daccel Common Shares or Daccel Special Warrants shall be deemed at all times after the Effective Time to represent only the right to receive upon such surrender the certificate(s) representing Even Units as contemplated by Section 4.1.

4.5 **Extinction of Rights.** Any certificate which immediately prior to the Effective Time represented outstanding Daccel Common Shares or Daccel Special Warrants that were not surrendered, with all other instruments required by this Article 4, on or prior to the third anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a shareholder of Even. On such date, the Even Units to which the former Daccel Minority Shareholder or Daccel Special Warrant Holder (as the case may be) was entitled shall be deemed to have been surrendered to Even together with all entitlements to dividends, distributions and interest thereon held for such former registered holder. Neither Even nor the Transfer Agent shall be liable to any person in respect of any cash, Even Common Shares (as dividends, distributions and interest in respect thereof) or Even Warrants delivered to a public official pursuant to any applicable abandoned property escheat or similar law.

4.6 **Distributions with respect to Unsurrendered Share Certificates.** No dividends or other distributions declared or made after the Effective Time with respect to Even Common Shares with a record date after the Effective Time shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Time represented outstanding Daccel Common Shares that were exchanged pursuant to Section 3.1, unless and until the holder of record of such certificate shall surrender such certificate in accordance with Section 4.1.

4.7 **No Fractional Shares.** No certificates or scrip representing fractional Even Common Shares shall be issued upon the surrender for exchange of certificates pursuant to Section 4.1 and no dividend, stock split or other change in the capital structure of Even shall relate to any such fractional security and such fractional interests shall not entitle the owner thereof to exercise any rights as a security holder of Even in lieu of any such fractional securities. If any calculation of Even Common Shares issuable pursuant to Section 4.1 results in a Daccel Minority Shareholder and/or Daccel Special Warrant Holder being entitled to a total number of Even Common Shares that includes a fractional share, that fraction will be rounded up to the nearest whole number if it is equal to or greater than 0.5 and rounded down in any other case.

ARTICLE 5. DISSENT RIGHTS

5.1 **Dissent – Daccel Shareholders.** Daccel Shareholders may exercise rights of dissent with respect to Daccel Common Shares in connection with the Continuation Resolution in accordance with section 190 of the CBCA.

5.2 **Dissent – Daccel Special Warrant Holders.** Daccel Special Warrant Holders may exercise rights of dissent with respect to Daccel Special Warrants in connection with the Combined Resolution on the same terms and following the same procedures as set forth in section 190 of the CBCA as if that section applied to the Arrangement, modified as follows:

(a) references in section 190:

(i) to "a holder of shares" shall be to a holder of Daccel Special Warrants,

(ii) to "shareholder" shall be to Daccel Special Warrant Holder,

(iii) to "shares" shall be to Daccel Special Warrants,

(iv) to "resolution" shall be to the Combined Resolution, and

(v) to the "action approved by the resolution" shall be to the Arrangement being effected in accordance with the Order;

(b) for a Daccel Special Warrant Holder to be entitled to dissent, the written objection of that Daccel Special Warrant Holder must be received by the Secretary of Daccel at 1255 West Pender Street, Vancouver, British Columbia V6E 2V1 by 5:00 p.m. (Pacific Standard time) on the day before the Meeting, or be delivered to the Chair of the Meeting before the commencement of the Meeting;

(c) Daccel shall send the notice referred to in subsection 190(6) within 10 days after the Combined Resolution is adopted;

(d) the steps under subsections 190(6) and (7), and following, are only required or available if the Arrangement is effected; and

(e) a dissenting Daccel Special Warrant Holder's rights as a Daccel Special Warrant Holder will be reinstated under subsection 190(11), in addition to the grounds specified in that subsection, where:

(i) the Arrangement Agreement is terminated; and

(ii) the application by Daccel to the Court for approval of the Arrangement is refused and all appeal rights in respect of such refusal have expired or been exhausted without success.

Daccel Special Warrant Holders who duly exercise such rights of dissent and who:

(a) are ultimately entitled to be paid fair value for their Daccel Special Warrants shall be deemed to have transferred such Daccel Special Warrants to Daccel on the Effective Date; or

(b) are ultimately not entitled, for any reason, to be paid fair value for their Daccel Special Warrants shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of such securities and shall receive Even Units on the basis determined in accordance with Section 3.1.

In no case shall Daccel, Even or any other person be required to recognize such holders as holders of Daccel Special Warrants, or as holders of the Daccel Common Shares for which such Daccel Special Warrants may be exercised, after the Effective Time, and the names of such holders shall be deleted from the registers of holders of such securities at the Effective Time.

ARTICLE 6. MISCELLANEOUS

6.1 **Amendment.** The Parties reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time provided that any such amendment, modification or supplement must be contained in a written document which is (i) agreed to by the Parties, (ii) if made following the date of the Meeting approved by the Court, provided that if it is, in the reasonable opinion of the Parties, 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 of Daccel Shareholders or Daccel Special Warrant Holders, approval of the Court shall not be required, and (iii) if so required, communicated to Daccel Shareholders and Daccel Special Warrant Holders in the manner required by the Court.

6.2 **Termination.** At any time up until the time the Order is made, the Parties may mutually determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding any prior approvals given at the Meeting. In addition to the foregoing, this Plan of Arrangement shall automatically, without notice, terminate immediately and be of no further force or effect, upon the termination of the Arrangement Agreement in accordance with its terms.

6.3 **Further Assurances.** Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and be deemed to occur without any additional act or formality, each of the Persons affected hereby 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 the Parties in order to better implement this Plan of Arrangement.