No. 052758
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 291 OF THE *BUSINESS CORPORATIONS ACT*, S.B.C. 2002, c.57, AS AMENDED

AND

IN THE MATTER OF A PROPOSED ARRANGEMENT AMONG NDT VENTURES LTD., NEW DIMENSION RESOURCES LTD., THEIR RESPECTIVE SHAREHOLDERS AND STONEBRIDGE MERCHANT CAPITAL CORP.

NDT VENTURES LTD., NEW DIMENSION RESOURCES LTD. AND STONEBRIDGE MERCHANT CAPITAL CORP.

PETITIONERS

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 291 OF THE *BUSINESS CORPORATIONS ACT*,

ORDER

BEFORE MASTER DONALDSON	)	TUESDAY, THE 20th DAY
	)	OF DECEMBER, 2005

UPON THE APPLICATION of the Petitioners, NDT Ventures Ltd., New Dimension Resources Ltd. and Stonebridge Merchant Capital Corp**.** coming on for hearing on December 20th, 2005 at Vancouver, British Columbia, AND UPON READING the Affidavits of David Douglas and Fred Hewett sworn and filed herein, and the pleadings and proceedings had and taken herein; AND UPON HEARING Brian Alan Mason, counsel for Petitioners; AND UPON BEING ADVISED by counsel for the Petitioners that the declaration of the fairness of and approval by this Honourable Court of the arrangement contemplated in the Plan of Arrangement (the "Arrangement"), as amended," attached as Schedule "A" to this Order, will serve as the basis for an exemption from the registration requirements of the United States *Securities Act of 1933*, as amended, pursuant to Section 3(a)(10) thereof, for the issuance and exchange of securities contemplated in connection with the Arrangement;

THIS COURT DECLARES that the terms and conditions of the Arrangement are both procedurally and substantively fair to the Petitioners and to their respective shareholders who will participate in the Arrangement;

THIS COURT ORDERS that the Arrangement be, and is hereby, approved;

AND THIS COURT FURTHER ORDERS that, upon the acceptance for filing of a certified copy of this Order by the British Columbia Registrar of Companies, the Arrangement shall be binding on the Petitioners and their respective shareholders.

BY THE COURT

/s/ Registrar /s/
REGISTRAR

APPROVED AS TO FORM:

/s/ Brian Alan Mason /s/
Counsel for the Petitioners

SCHEDULE "A"

PLAN OF ARRANGEMENT

UNDER SECTION 288

OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

PLAN OF ARRANGEMENT

UNDER SECTION 288

OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
DEFINITIONS

1.1 In this Plan, unless the context otherwise requires:

"**Arrangement**" means the arrangement contemplated by this Plan pursuant to Section 288 of the BCBCA;

"**Arrangement Documents**" means a copy of the Final Order and any records and information in respect of the Arrangement required under subsection 292 of the BCBCA to be filed with the Registrar after the Final Order has been granted to give effect to the Arrangement;

"**Arrangement Resolution**" means the special resolution of the NDT Shareholders approving the Plan, as required by the Interim Order and applicable Laws;

"**Articles**" means the Articles of Incorporation of NDT as the same have been amended, restated or changed;

"**Assets**" means all of NDT's assets and liabilities related to its existing business, with the exception of any and all of the Federal and Provincial non-capital losses and Canadian and Foreign resource tax pools for the purposes of the *Income Tax Act* (Canada) accruing to NDT;

"**BCBCA**" means the *Business Corporations Act*, S.B.C. 2002, c.57 as now in effect and as it may be amended from time to time prior to the Effective Date;

"**Business Day**" means any day on which commercial banks are generally open for business in Vancouver, British Columbia other than a Saturday, a Sunday or a day observed as a holiday in Vancouver, British Columbia;

"**Convertible Debentures**" means the $533,000 principal amount of convertible debentures convertible into NDT Non-Voting Common Shares on the basis of $0.0348 principal amount for each NDT Non-Voting Common Share (based upon the issued capital of NDT on the date hereof, and to be adjusted if additional NDT Common Shares are issued subsequently) issued by NDT pursuant to the Private Placement;

"**Court**" means the Supreme Court of British Columbia;

"**Depository**" means the duly appointed depository in respect of the Arrangement at its principal transfer office in Vancouver, British Columbia;

"**Dissent Procedures**" has the meaning ascribed thereto in Section 5.11;

"**Dissent Rights**" has the meaning ascribed thereto in Section 5.1;

"**Dissenting Shareholder**" has the meaning ascribed thereto in Section 5.2;

"**Effective Date**" means the date agreed upon by StoneBridge, NDT and MetalsCo to give effect to the Arrangement;

"**Effective Time**" means 2:01 p.m. (Vancouver time) on the Effective Date;

"**EnergyCo**" means NDT Energy Ltd.;

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

"**EnergyCo Warrants**" means the 17,500 whole and 182,148 one-half common share purchase warrants of EnergyCo, each of which entitles the holder to acquire, subject to adjustment, one EnergyCo Common Share, exercisable at $5.00 per share as to 91,074 shares and $4.00 per share as to 17,500 shares in replacement of the NDT Warrants;

"**Final Order**" means the final order of the Court approving the Arrangement, as such order may be amended by the Court prior to the Effective Date, or if appealed, then unless such appeal is withdrawn or denied, as affirmed;

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

"**Holder**" has the meaning ascribed thereto in Section 4.1;

"**Indemnity**" means the indemnification given by MetalsCo to NDT and its directors, officers and employees pursuant to the asset sale agreements entered into in respect of the conveyance of the Assets by NDT to MetalsCo, from and against any and all liabilities, losses, costs, expenses, claims and damages (including legal costs) directly or indirectly related to the Assets and the business carried out NDT and by MetalsCo utilizing the Assets, regardless of the date of occurrence of any such liabilities, losses, costs, expenses, claims and damages;

"**Information Circular**" means the management information circular of NDT relating to the NDT Shareholders' Meeting to be delivered to the NDT Shareholders;

"**Interim Order**" means the interim order of the Court in respect of the Arrangement, as such order may be affirmed, amended or modified by the Court prior to the Effective Date, containing declarations and directions with respect to the Arrangement and providing for, among other things, the calling and holding of the NDT Shareholders' Meeting;

"**Laws**" means all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity (including the TSXV), statutory body or self-regulatory authority and the term "**applicable**" with respect of such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

"**Letter of Transmittal**" means the letter of transmittal accompanying the Information Circular sent to the holders of NDT Common Shares for receiving New Common Shares and MetalsCo Common Shares, in exchange for their NDT Common Shares;

"**MetalsCo**" means New Dimension Resources Ltd., a corporation incorporated under the laws of the Province of British Columbia;

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

"**MetalsCo Options**" means the stock options to be issued to directors, officers, employees and consultants of MetalsCo pursuant to the MetalsCo Stock Option Plan in replacement of the NDT Options;

"**MetalsCo Stock Option Plan**" means the stock option plan of MetalsCo which will be approved by the shareholders of MetalsCo on December 15, 2005;

"**MetalsCo Warrants**" means the 70,000 whole and 728,590 one-half common share purchase warrants of MetalsCo, of which each whole warrant entitles the holder to acquire, subject to adjustment, one MetalsCo Common Share, exercisable at $1.25 per share as to 364,295 shares and $1.00 per share as to 70,000 shares in replacement of the NDT Warrants;

"**New Common Shares**" means the common shares designated as "new common shares" of NDT to be created as part of the Arrangement, and having the rights, privileges, restrictions and conditions set forth in Article 7 hereof;

"**NDT**" means NDT Ventures Ltd., a corporation existing under the laws of the Province of British Columbia;

"**NDT Common Shares**" means the voting common shares in the capital of NDT;

"**NDT Dissenting Shares**" means those EnergyCo Common Shares or MetalsCo Common Shares which are deemed to have been cancelled on the Effective Date in accordance with the provisions of Article 5;

"**NDT Non-Voting Common Shares**" means the new class of non-voting common shares in the capital of NDT to be created pursuant to the Arrangement, and having the rights, privileges, restrictions and conditions set forth in Article 7 hereof;

"**NDT Options**" means the stock options issued to existing and former directors, senior officers, employees and consultants of NDT permitting the holders thereof to purchase, as at the date hereof, an aggregate of up to 2,225,000 NDT Common Shares, at the exercise prices and for the terms and quantities disclosed to Stonebridge in writing prior to the date hereof;

"**NDT Shareholders**" means the holders of issued and outstanding NDT Common Shares;

"**NDT Shareholders' Meeting**" means the annual and special meeting of NDT Shareholders to be called to, among other things, consider and, if determined advisable, approve the Arrangement in accordance with the Interim Order, and any adjournments thereof;

"**NDT Warrants**" means the 350,000 whole and 3,642,950 one-half common share purchase warrants of NDT, of which each whole warrant entitles the holder to acquire, subject to adjustment, one Common Share, exercisable at $.25 per share as to 1,821,475 shares and $.20 per share as to 350,000 shares in replacement of the NDT Warrants;

"**Non-Distributed Shares**" has the meaning ascribed thereto in Section 5.13;

"**Notice of Dissent**" has the meaning ascribed thereto in Section 5.2;

"**Notice Shares**" has the meaning ascribed thereto in paragraph 5.2(b);

"**Notice to Proceed**" has the meaning ascribed thereto in Section 5.5;

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

"**Plan**" means this plan as amended or supplemented from time to time, and "hereby", "hereof, "herein", "hereunder", "herewith" and similar terms refer to this Plan and not to any particular provision of this Plan;

"**Private Placement**" means the subscription by Stonebridge for New Common Shares and Convertible Debentures for aggregate proceeds of $520,000;

"**Registrar**" means the person appointed as registrar under Section 400 of the BCBCA;

"Stonebridge" means Stonebridge Merchant Capital Corp.; and

"**TSXV**" means the TSX Venture Exchange and, as applicable, the NEX board of the TSX Venture Exchange.

1.2 The headings contained in this Plan are for reference purposes only and shall not affect in any way the meaning or interpretation of this Plan.

1.3 Unless the contrary intention appears, references in this Plan to an Article, Section, paragraph, subparagraph or Schedule by number or letter or both refer to the Article, Section, paragraph, subparagraph or Schedule bearing that designation in this Plan.

1.4 In this Plan, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders.

1.5 In the event that the date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.6 References in this Plan to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.7 Unless otherwise stated, all references in this Plan to sums of money are expressed in lawful money of Canada.

ARTICLE 2
PURPOSE AND EFFECT OF THE PLAN

2.1 The following is only intended to be a general statement of the purpose of the Plan and is qualified in its entirety by the specific provisions of the Plan.

The purpose of the Plan is to carry out a recapitalization of NDT and a reorganization of the assets and business of NDT that will result in (i) the Assets, together with all contractual rights and obligations being transferred to MetalsCo on the Closing Date, in consideration for the issuance of MetalsCo Common Shares; (ii) $590,000 (subject to adjustment) in cash being borrowed by NDT of which $375,000 will be invested in MetalsCo in consideration for the issuance of a number of MetalsCo Common Shares equal to one-fifth of the number of issued and outstanding NDT Common Shares determined immediately prior to the Effective Time less the number of MetalsCo Common Shares received by NDT as consideration for the sale of Assets described in (i) above; (iii) all outstanding NDT Warrants being cancelled in exchange for the issuance of MetalsCo Warrants and EnergyCo Warrants; (iv) a new class of non-voting common shares, the NDT Non-Voting Common Shares, and a new class of voting common shares, the New Common Shares, in the capital of NDT being created; (v) NDT changing its name from "NDT Ventures Ltd." to "NDT Energy Ltd."; (vi) NDT Shareholders exchanging all of their outstanding NDT Common Shares with NDT and receiving, for every twenty (20) NDT Common Shares held, one (1) New Common Share and four (4) MetalsCo Common Shares; (vii) the stated capital of the New Common Shares issued on the exchange for the outstanding NDT Common Shares, as per the immediately preceding step, being reduced to the amount of $1.00; (viii) the removal of the NDT Common Shares from the Articles and the redesignation of the New Common Shares as the "common shares" of NDT; and (ix) $520,000 being invested in EnergyCo pursuant to the Private Placement and all outstanding NDT Options being cancelled with no consideration being paid to the holders of the NDT Options.

2.2 The Arrangement Documents shall be filed with the Registrar with the purpose and intent that none of the provisions of the Plan shall become effective unless all of the provisions of the Plan shall have become effective.

2.3 The Plan shall be binding upon NDT, the NDT Shareholders, Stonebridge and MetalsCo upon filing of the Arrangement Documents with the Registrar.

ARTICLE 3
ARRANGEMENT

3.1 At the Effective Time, or as otherwise indicated, each of the events set out below shall occur and be deemed to occur in the sequence set out without further act or formality:

(a) the transfer of the Assets, together with all contractual rights and obligations, to MetalsCo in consideration for MetalsCo Common Shares and the assumption of all of the liabilities of NDT and the Indemnity to have been completed and have been legally effective;

(b) NDT shall subscribe for a number of MetalsCo Common Shares equal to one-fifth of the number of issued and outstanding NDT Common Shares determined immediately prior to the Effective Time less the number of MetalsCo Common Shares received by NDT as consideration for the sale of Assets described in (a) above, in consideration for $375,000;

(c) the NDT Warrants shall be cancelled and terminated and cease to represent any right or claim whatsoever, and the EnergyCo Warrants and MetalsCo Warrants will be issued in their place;

(d) the Articles will be amended to create the NDT Non-Voting Common Shares and the New Common Shares;

(e) the Articles will also be amended to change the name of NDT from "NDT Ventures Ltd." to "NDT Energy Ltd.";

(f) NDT will acquire all outstanding NDT Common Shares from the holders thereof and shall deliver in exchange for every twenty (20) NDT Common Shares held one (1) New Common Share and four (4) MetalsCo Common Shares, in each case free of any claims. The NDT Common Shares acquired by NDT will be cancelled;

(g) the stated capital of the New Common Shares issued pursuant to the exchange set forth in paragraph (g) above shall be reduced to the amount of $1.00; and

(h) the Articles will be amended by deleting the NDT Common Shares and the rights privileges, restrictions and conditions attaching thereto and by re-designating the New Common Shares as the EnergyCo Common Shares.

ARTICLE 4
OUTSTANDING CERTIFICATES AND PAYMENTS

4.1 Subject to Article 7, from and after the Effective Time, each NDT Common Share which was outstanding immediately prior to the Effective Time (other than those held by holders who exercise their Dissent Rights pursuant to Article 5 hereof) shall represent the right of the holder (the "**Holder**") to receive certificates representing New Common Shares and MetalsCo Common Shares in accordance with the terms of this Plan, and any dividends and distributions accruing to the Holder, upon the Holder depositing with the Depository the certificates duly endorsed for transfer and accompanied by such other documents as such Depository may reasonably require, including the Letter of Transmittal.

4.2 As soon as practicable following the Effective Time, NDT shall cause to be issued to each Holder, share certificates representing the aggregate number of New Common Shares and MetalsCo Common Shares to which such Holder is entitled following the Effective Date and shall cause such certificates to be delivered or mailed to such Holder in accordance with the terms hereof.

4.3 NDT shall cause to be delivered for the benefit of the Holders, share certificates representing in the aggregate the New Common Shares and MetalsCo Common Shares to which such holders are entitled pursuant to Article 3 of this Plan. NDT shall or shall cause, as soon as practicable following the later of the Effective Date and the date of deposit (by a former holder of NDT Common Shares acquired by NDT under the Arrangement) of a duly completed Letter of Transmittal and the certificates representing such NDT Common Shares, either:

(a) forward or cause to be forwarded by first class mail (postage prepaid) (or, in the case of postal disruption by such other means as the Depository may deem prudent) to such former holder at the address specified in the Letter of Transmittal; or

(b) if requested by such holder in the Letter of Transmittal, make available or cause to be made available at the Depository for pickup by such holder;

certificates representing the number of New Common Shares and MetalsCo Common Shares issued to such holder under the Arrangement. No fractional shares will be issued pursuant to the Arrangement. In the event the Arrangement results in a registered shareholder becoming entitled to a fractional share, in lieu of any fractional share, such registered shareholder will receive the next lowest number of shares.

4.4 All dividends and distributions made with respect to any New Common Shares and MetalsCo Common Shares allotted and issued pursuant to this Arrangement but for which a certificate has not been issued shall be paid or delivered to the Depository to be held by the Depository in trust for the registered holder thereof. All monies received by the Depository shall be invested by it in interest-bearing trust accounts upon such terms as the Depository may reasonably deem appropriate. The Depository shall pay and deliver to any such registered holder, as soon as reasonably practicable after application therefor is made by the registered holder to the Depository in such form as the Depository may reasonably require, such distributions and any interest thereon to which such holder, is entitled, net of applicable withholding and other taxes.

4.5 Where a certificate formerly representing NDT Common Shares is not deposited with all other documents as provided in Section 4.2 of this Plan on or prior to the sixth anniversary date of the Effective Time, it shall cease to represent a right or claim of any kind or nature. Thereafter, the New Common Shares and MetalsCo Common Shares to be exchanged with the former Holder of such certificate shall be deemed to be surrendered to NDT together with all dividends, distributions, sale proceeds and interest thereon held for such Holder.

4.6 NDT shall be entitled to deduct and withhold from any consideration otherwise payable to any holder of NDT Common Shares such amounts as NDT is required to deduct and withhold with respect to such payment under the *Income Tax Act* (Canada), the United States Internal Revenue Code of 1986 or any provision of federal, provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the NDT

Common Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

4.7 If any certificate which immediately prior to the Effective Time represented an interest in outstanding NDT Common Shares that were exchanged pursuant to Section 4.2 of this Plan has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to have been lost, stolen or destroyed, the Depository will issue and deliver in exchange for such lost stolen or destroyed certificate the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. The Person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to each of NDT and its transfer agent, which bond is in form and substance satisfactory to each of NDT and its transfer agent, or shall otherwise indemnify NDT and its transfer agent against any claim that may be made against either of them with respect to the certificate alleged to have been lost, stolen or destroyed.

ARTICLE 5
RIGHTS OF DISSENT

5.1 Each NDT Shareholder may exercise rights of dissent (the "**Dissent Right**") in connection with the Arrangement pursuant to the Interim Order and this Article 5.

5.2 A NDT Shareholder who wishes to exercise a Dissent Right must give written notice of dissent (a "**Notice of Dissent**") to NDT by depositing such Notice of Dissent with NDT, or mailing it to NDT by registered mail, at its registered office at 860-625 Howe Street, Vancouver, British Columbia, V6C 2T6, marked to the attention of the President, not later than two days before the NDT Shareholders' Meeting. A Shareholder who has given a Notice of Dissent in accordance with this Section 5.2 is herein referred to as a "**Dissenting Shareholder**". A NDT Shareholder who wishes to dissent must prepare a separate notice of dissent for (i) the NDT Shareholder, if the NDT Shareholder is dissenting on its own behalf and (ii) each Person who beneficially owns NDT Common Shares in the NDT Shareholder's name and on whose behalf the NDT Shareholder is dissenting. To be valid, a Notice of Dissent must:

(a) identify in each Notice of Dissent the Person on whose behalf the Dissent Right is being exercised;

(b) set out the number of NDT Common Shares in respect of which the NDT Shareholder is exercising the Dissent Right (the "**Notice Shares**"), which number cannot be less than all of the NDT Common Shares held by the beneficial holder on whose behalf the Dissent Right is being exercised;

(c) if the Notice Shares constitute all of the shares of which the Dissenting Shareholder is both the registered owner and beneficial owner and the Dissenting Shareholder owns no other shares of NDT as beneficial owner, a statement to that effect;

(d) if the Notice Shares constitute all of the shares of which the Dissenting Shareholder is both the registered and beneficial owner and if the Dissent Shareholder owns other shares of NDT as beneficial owner, a statement to that effect, and

  (i) the names of the registered owners of those other shares,

  (ii) the number of those other shares that are held by each of those registered owners, and

  (iii) a statement that Notices of Dissent are being or have been sent in respect of all those other shares;

(e) if Dissent Rights are being exercised by the Dissenting Shareholder on behalf of a beneficial owner who is not the Dissenting Shareholder, a statement to that effect, and

(i) the name and address of the beneficial owner, and

(ii) a statement that the Dissenting Shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the Dissenting Shareholder's name.

5.3 The giving of a Notice of Dissent does not deprive a NDT Shareholder of his or her right to vote at the NDT Shareholders' Meeting on the Arrangement Resolution. A vote against the Arrangement Resolution or the execution or exercise of a proxy with instructions to vote against the Arrangement Resolution does not constitute a Notice of Dissent.

5.4 A NDT Shareholder is not entitled to exercise a Dissent Right with respect to any NDT Common Shares if the NDT Shareholder votes (or instructs or is deemed, by submission of any incomplete proxy, to have instructed his or her proxyholder to vote) in favour of the Arrangement Resolution. However, a NDT Shareholder may vote as a proxy for a NDT Shareholder whose proxy required an affirmative vote, without affecting his or her right to exercise the Dissent Right in respect of the NDT Common Shares of which he or she is the registered holder.

5.5 If NDT intends to act on the authority of the Arrangement Resolution, it must send a notice (the "**Notice to Proceed**") to the Dissenting Shareholder promptly after the later of:

(a) the date on which NDT forms the intention to proceed, and

(b) the date on which the Notice of Dissent was received.

If NDT has acted on the authority of the Arrangement Resolution it must promptly send a Notice to Proceed to the Dissenting Shareholder. The Notice to Proceed must be dated not earlier than the date on which it is sent and state that NDT intends to act or has acted on the authority of the Arrangement Resolution and advise the Dissenting Shareholder of the manner in which dissent is to be completed under Section 5.7 hereof.

5.6 On receiving a Notice to Proceed in accordance with Section 5.5 hereof, the Dissenting Shareholder is entitled to require NDT to purchase all of the NDT Common Shares in respect of which the Notice of Dissent was given.

5.7 A Dissenting Shareholder who receives a Notice to Proceed is bound to sell its NDT Common Shares to NDT and must send to NDT within one month after the date of the Notice to Proceed:

(a) a written statement that the Dissenting Shareholder requires NDT to purchase all of the Notice Shares;

(b) the certificates representing the Notice Shares, and

(c) the Dissent Right is being exercised by the NDT Shareholder on behalf of a beneficial owner who is not the Dissenting Shareholder, a written statement signed by the beneficial owner setting out whether the beneficial owner is the beneficial owner of other shares of NDT and if so, setting out:

(i) the names of the registered owners of those other shares,

(ii) the number of those other shares that are held by each of those registered owners, and

(iii) that Dissent Right are being exercised in respect of all of those other shares,

whereupon NDT is bound to purchase them in accordance with the Notice of Dissent.

5.8 NDT and the Dissenting Shareholder may agree on the amount of the payout value of the Notice Shares and, in that event, NDT must either promptly pay that amount to the Dissenting Shareholder or send a notice to the

Dissenting Shareholder that NDT is unable lawfully to pay Dissenting Shareholders for their shares as NDT is insolvent or if the payment would render NDT insolvent.

5.9 If NDT and the Dissenting Shareholder do not agree on the amount of the payout value of the Notice Shares the Dissenting Shareholder or NDT may apply to the Court and the Court may:

(a) determine the payout value of the Notice Shares or order that the payout value of the Notice Shares be established by arbitration or by reference to the Registrar or a referee of the Court;

(b) join in the application each Dissenting Shareholder who has not agreed with NDT on the amount of the payout value of the Notice Shares; and

(c) make consequential orders and give directions it considers appropriate.

Promptly after a determination of the payout value of the Notice Shares has been made, NDT must either pay that amount to the Dissenting Shareholder or send a notice to the Dissenting Shareholder that NDT is unable lawfully to pay Dissenting Shareholders for their Notice Shares as NDT is insolvent or if the payment would render NDT insolvent. If the Dissenting Shareholder receives a notice that NDT is unable to lawfully pay Dissenting Shareholders for their share the Dissenting Shareholder may within 30 days after receipt of the notice, withdraw his or her Notice of Dissent. If the Notice of Dissent is not withdrawn the Dissenting Shareholder remains a claimant against NDT to be paid as soon as NDT is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of NDT but in priority to its shareholders.

5.10 Any notice required to be given by NDT or a Dissenting Shareholder to the other in connection with the exercise of the Dissent Right, will be deemed to have been given and received, if delivered, on the day of delivery, if mailed, on the earlier of the date of receipt or the second Business Day after the day of mailing, or, if sent by telecopier or other similar form of transmission, the first Business Day after the date of transmittal.

5.11 A NDT Shareholder who:

(a) properly exercises the Dissent Right by complying with all of the procedures (the "**Dissent Procedures**") required to be complied with by a Dissenting Shareholder, will:

  (i) be bound by the provisions of Article 5;

  (ii) be deemed not to have participated in the Arrangement; and

  (iii) cease to have any rights as a NDT Shareholder other than the right to be paid the payout value of the Notice Shares by NDT in accordance with the Dissent Procedures and is deemed to have disposed of his NDT Common Shares immediately prior to the Effective Date; or

(b) seeks to exercise the Dissent Right, but:

  (i) who for any reason does not properly comply with each of the Dissent Procedures required to be complied with by a Dissenting Shareholder, or

  (ii) subsequent to giving his or her Notice of Dissent, acts inconsistently with such dissent;

will be deemed to have participated in the Arrangement on the same basis as each non-dissenting NDT Shareholder and will receive his or her pro rata portion of the New Common Shares and MetalsCo Common Shares based upon the number of NDT Common Shares of which such Dissenting Shareholder is the registered holder. NDT may in its sole discretion waive any non-compliance by a NDT Shareholder with any of the provisions of this Article 5 in order to give effect to a NDT Shareholder's Dissent Rights.

5.12 A Dissenting Shareholder may not withdraw a Notice of Dissent without the consent of NDT. A Dissenting Shareholder may, with the written consent of NDT, at any time prior to the payment to the Dissenting Shareholder of the full amount of money to which the Dissenting Shareholder is entitled under this Article 5, abandon such Dissenting Shareholder's dissent to the Arrangement by giving written notice to NDT withdrawing the Notice of Dissent by depositing such notice with NDT or mailing it to NDT by registered mail, at its registered office at Suite 860-625 Howe Street, Vancouver, British Columbia, V6C 2T6, marked to the attention of the President, and will then be deemed to have participated in the Arrangement on the same basis as each non-dissenting NDT Shareholder and will receive such number of New Common Shares and MetalsCo Common Share to which he or she is entitled.

5.13 If a NDT Shareholder exercises the Dissent Right, NDT shall on the Effective Date set aside and not distribute that portion of the New Common Shares and MetalsCo Common Shares which is attributable to the NDT Common Shares for which Dissent Rights have been exercised. If a NDT Shareholder exercises the Dissent Right, but, as set out in subsection 5.11(b), does not properly comply with the Dissent Procedures or, subsequent to giving his or her Notice of Dissent, acts inconsistently with such dissent, the NDT shall distribute to such NDT Shareholder his or her pro rata portion of the New Common Shares and MetalsCo Common Shares. If a NDT Shareholder duly complies with the Dissent Procedures as set out in subsection 5.11(a), then NDT shall retain the portion of the New Common Shares and MetalsCo Common Shares attributable to such NDT Shareholder (the "**Non-Distributed Shares**"), and the Non-Distributed Shares will be dealt with as determined by the board of directors of NDT in its sole discretion.

ARTICLE 6
AMENDMENTS

6.1 NDT reserves the right to amend, modify and/or supplement this Plan of Arrangement from time to time at any time prior to the Effective Time provided that any such amendment, modification or supplement must be contained in a written document that is (a) agreed to by Stonebridge, (b) filed with the Court and, if made following the NDT Shareholders' Meeting, approved by the Court and (c) communicated to NDT Shareholders in the manner required by the Court (if so required).

6.2 Any amendment, modification or supplement to this Plan of Arrangement may be proposed by NDT at any time prior to or at the NDT Shareholders' Meeting (provided that Stonebridge 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 NDT Shareholders' Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

6.3 Any amendment, modification or supplement to this Plan of Arrangement which is approved by the Court following the NDT Shareholders' Meeting shall be effective only (a) if it is consented to by NDT, (b) if it is consented to by Stonebridge and (c) if required by the Court or applicable Law, it is consented to by the NDT Shareholders.

ARTICLE 7
TERMS OF NON-VOTING COMMON SHARES AND OF NEW COMMON SHARES

7.1 The NDT Common Shares (in this Article 7 referred to as the "**Common Shares**") of NDT (in this Article 7, the "**Corporation**") created pursuant to Article 3 hereof shall have attached thereto the following rights, privileges, restrictions and conditions:

"NEW COMMON SHARES PROVISIONS

1. Voting: The holders of New Common Shares shall be entitled to notice of, to attend and to one vote per share held at any meeting of the shareholders of the Corporation (other than meetings of a class or series of shares of the Corporation other than the New Common Shares as such);

2. **Dividends:** The holders of New Common Shares shall be entitled to receive dividends as and when declared by Board of Directors of the Corporation on the New Common Shares as a class, subject to prior satisfaction of all preferential rights to dividends attached to all shares of other classes of shares of the Corporation ranking in priority to the New Common Shares in respect of dividends; and

3. **Participation Upon Liquidation, Dissolution or Winding Up:** The holders of New Common Shares shall be entitled, in the event of any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding-up its affairs, and subject to prior satisfaction of all preferential rights to return of capital on dissolution attached to all shares of other classes of shares of the Corporation ranking in priority to the New Common Shares in respect of return of capital on dissolution, to share rateably, together with the holders of Non Voting New Common Shares and of shares of any other class of shares of the Corporation ranking equally with the New Common Shares in respect of return of capital on dissolution, in such assets of the Corporation as are available for distribution."

7.2 The NDT Non-Voting Common Shares (in this Article 7 referred to as the "**Non-Voting Common Shares**") of the Corporation created pursuant to Article 3 hereof shall have attached thereto the following rights, privileges, restrictions and conditions:

"NON-VOTING COMMON SHARES PROVISIONS

1. **Voting Rights**: The holders of Non-Voting Common Shares shall be entitled to receive notice of and to attend any meeting of the shareholders of the Corporation (other than meetings of a class or series of shares of the Corporation other than the Non-Voting Common Shares as such) provided that, except as required by law, the holders of the Non-Voting Common Shares shall not be entitled as such to vote at any meeting of the shareholders of the Corporation. The holders of the Non-Voting Common Shares shall be entitled to receive all informational documents and other communications:

(a) required to be sent to the holders of New Common Shares by applicable law or by any stock exchange on which the New Common Shares of the Corporation are listed; and

(b) voluntarily sent by the Corporation to the holders of New Common Shares in connection with any meeting of shareholders.

2. **Dividends:** The holders of Non-Voting Common Shares shall be entitled to receive dividends as and when declared by the Board of Directors of the Corporation on the Non-Voting Common Shares as a class, subject to prior satisfaction of all preferential rights to dividends attached to shares of other classes of shares of the Corporation ranking in priority to the Non-Voting Common Shares in respect of dividends, provided that no dividend may be declared in respect of, or any other benefit conferred upon the holders of, New Common Shares unless concurrently therewith the same dividend in respect of, or the same benefit is conferred upon the holders of, Non-Voting Common Shares.

3. **Participation Upon Liquidation, Dissolution or Winding Up:** The holders of Non-Voting Common Shares shall be entitled, in the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or any other distribution of the assets of the Corporation among its shareholders for the purpose of winding up its affairs, and subject to prior satisfaction of all preferential rights to return of capital on dissolution attached to all shares of other classes of shares of the Corporation ranking in priority to the Non-Voting Common Shares in respect of return of capital on dissolution, to share rateably, together with the holders of New Common Shares and of shares of any other class of shares of the Corporation ranking equally with the Non-Voting Common Shares in respect of return of capital on dissolution, in such assets of the Corporation as are available for distribution.

4. For the purposes of these provisions:

(a) "business day" means a day on which securities may be traded on the floor of the TSX Venture Stock Exchange or any other stock exchange on which the New Common Shares are then listed;

(b) "Offer" means an offer to purchase New Common Shares (or an acceptance of an offer to sell New Common Shares) which must, by reason of applicable securities legislation or by laws, regulations or policies of a stock exchange on which the New Common Shares are listed, be made to each holder of New Common Shares whose last address on the records of the Corporation is in a province or territory of Canada to which the relevant requirement applies;

(c) "Offer Date" means the date on which an Offer is made;

(d) "Redemption Price" means the value of the consideration offered under an Offer which, in the case of non cash consideration shall be determined solely by the Board of Directors of the Corporation, acting reasonably; and

(e) "Redemption Period" means the period of time commencing on the seventh business day after the Offer Date and terminating on the last date upon which holders of New Common Shares may accept the Offer.

5. Redemption: Subject to Sections 6, 8 and 9 and applicable law, if an Offer is made, each outstanding Non-Voting Common Share shall be redeemed by the Corporation at the Redemption Price per Non-Voting Common Share at the option of the holder during the Redemption Period. The redemption right provided for in this Section 5 may be exercised by notice in writing given to the Corporation accompanied by the share certificate or certificates representing the Non-Voting Common Shares in respect of which the holder desires to exercise such right of redemption, and such notice shall be executed by the holder of the Non-Voting Common Shares registered on the books of the Corporation, or by his duly authorized attorney, and shall specify the number of Non-Voting Common Shares which the holder desires to have redeemed. The holder shall pay any governmental or other tax imposed on or in respect of such redemption. Upon receipt by the Corporation of such notice and share certificate or certificates, the Corporation shall issue or cause to be issued a cheque for the aggregate Redemption Price to be paid to such holder (less any tax required to be withheld) in accordance with Sections 6 and 8. If less than all of the Non-Voting Common Shares represented by any share certificate are to be redeemed, the holder shall be entitled to receive a new share certificate representing in the aggregate the number of Non-Voting Common Shares represented by the original share certificate which are not to be redeemed.

6. The redemption right provided for in Section 5 shall not come into effect if:

(a) one or more shareholders of the Corporation who did not make or act in concert with the person or persons making the Offer and who, in the aggregate, beneficially own, directly or indirectly, or exercise control or direction over, not less than 50% of the outstanding New Common Shares, determine within five business days after the Offer Date that he or they will continue to so own or exercise control or direction over, in the aggregate, 50% or more of the outstanding New Common Shares;

(b) contemporaneously with the Offer, an offer is made to the holders of Non-Voting Common Shares upon the same terms and conditions as those contained in the Offer, including the consideration to be paid to the holders of New Common Shares and the offer is for the same percentage of Non-Voting Common Shares as the percentage of New Common Shares sought to be acquired under the Offer, excluding in each case the number of shares then owned by the offeror;

(c) the Board of Directors of the Corporation determines within five business days after the Offer Date that the Offer is not bona fide or is made primarily for the purpose of causing the redemption right provided for in Section 5 to come into effect and not primarily for the purpose of acquiring New Common Shares; or

(d) the Offer is not completed in accordance with its terms;

provided that:

(e) in the case of Section 6(a) above, within six business days after the Offer Date, a certificate signed by or on behalf of the one or more shareholders of the Corporation is delivered to the Secretary of the Corporation confirming that: (A) such shareholders did not make or act in concert with the person or persons making the Offer; (B) such shareholders beneficially own, directly or indirectly, or exercise control or direction over in the aggregate not less than 50% of the outstanding New Common Shares; and (C) such shareholders have determined that they will not accept the Offer and provided further that upon any variation of the Offer, including an increase in price, such shareholders of the Corporation shall be deemed not to have accepted the Offer as varied and the certificate delivered by or on behalf of them as described above shall be deemed to continue to apply and no further certificate need be filed for purposes of these provisions unless and until one or more of such shareholders determine to accept the Offer as varied and the result of such acceptance would be to reduce the aggregate holdings of the remaining shareholders who delivered such certificate to less than 50% of the outstanding New Common Shares in which case a certificate to that effect signed by or on behalf of such shareholders would determine to accept the Offer as varied shall be delivered to the Corporation forthwith after such determination and, in any event, not less than five business days prior to termination of the Conversion Period;

(f) in the case of Section 6(c), the Secretary of the Corporation delivers to the transfer agent within six business days after the Offer Date a certified copy of a resolution of the Board of Directors of the Corporation determining that the Offer is not bona fide or is made primarily for the purpose of causing the redemption right provided for in Section 5 to come into effect and not primarily for the purpose of acquiring the New Common Shares and stating the reason for such determination; and

(g) as soon as reasonably possible after the receipt of a certificate under Section 6(e) or a certified copy of the resolution under Section 6(f), the Corporation shall send to the holders of Non-Voting Common Shares notice of and a brief description of the effect of the determination under Section (6)(a) or Section 6(c), as the case may be.

7. If the events described in Sections 6(a), (b) or (c) hereof shall not have occurred within five business days after the Offer Date, or if an amended certificate as described in Section 6(e) shall have been delivered, the Corporation shall send as soon as reasonably possible to the holders of Non-Voting Common Shares a notice containing a brief description of the rights of such holders hereunder.

8. The redemption of all Non-Voting Common Shares delivered to the Corporation for redemption pursuant to Section 5 shall be subject to the provisions of this Section 8 and the provisions of Section 9 and the Corporation shall make all arrangements necessary or desirable to give effect to this Section 8. All Non-Voting Common Shares delivered for redemption pursuant to Section 5 shall be redeemed subject to completion of the Offer but no cheques representing the Redemption Price for the Non-Voting Common Shares so redeemed shall be delivered to the holders of such Non-Voting Common Shares unless and until the Offer is completed in accordance with its terms. Upon completion of the Offer (the "Redemption Date"), the Corporation shall deliver to the holders entitled thereto all moneys owing to the holders of the Non-Voting Common Shares redeemed. If the Offer is not completed, the right provided in Section 5 shall not be effective and the Corporation shall return or issue and deliver to the holders entitled thereto share certificates representing Non-Voting Common Shares delivered to the Corporation pursuant to Section 5.

9. Neither the New Common Shares nor the Non-Voting Common Shares shall be subdivided, consolidated, reclassified or otherwise changed unless, contemporaneously therewith, the shares of the other of such classes are subdivided, consolidated, reclassified or otherwise changed in the same proportion and in the same manner.

10. The rights, privileges, restrictions and conditions attaching to the Non-Voting Common Shares as a class may be added to, changed or removed but only with approval of the holders of Non-Voting Common Shares given as herein specified.

11. The rights, privileges, restrictions and conditions attached to the Non-Voting Common Shares as a class as provided herein and as may be provided from time to time may be repealed, altered, modified, amended or amplified or otherwise varied only with the sanction of the holders of the Non-Voting Common Shares given in such a manner as may then be required by law, subject to a minimum requirement that such approval be given by resolution passed by the affirmative vote of at least two thirds of the votes cast at a meeting of holders of Non-Voting Common Shares duly called for such purpose and held upon at least 21 days notice at which a quorum is present comprising at least two persons holding or representing by proxy at least 20% of the outstanding Non-Voting Common Shares. If any such quorum is not present within half an hour after the time appointed for the meeting then the meeting shall be adjourned to a date being not less than 15 days later and at such time and place as may be appointed by the chairman and at such meeting a quorum will consist of that number of shareholders present in person or proxy. The formalities to be observed with respect to the giving of notice of any such meeting or adjourned meeting and the conduct thereof shall be those which may from time to time be prescribed in the by laws of the Corporation with respect to meetings of shareholders. On every vote taken at every such meeting or adjourned meeting each holder of a Non-Voting Common Share shall be entitled to one vote in respect of each Non-Voting Common Share held.

12. Any cheque representing payment of the Redemption Price not presented to the Corporation's bankers for payment, or otherwise not claimed within six years after the Redemption Date, shall be irrevocably forfeited to the Corporation.

13. From and after the Redemption Date, the Non-Voting Common Shares redeemed shall cease to be entitled to dividends, and the parties that were the holders thereof shall not be entitled to exercise any of the rights of shareholders in respect of such redeemed shares, unless payment of the Redemption Price shall not be duly made by the Corporation.

All Non-Voting Common Shares which are redeemed, in accordance with the rights, privileges, restrictions and conditions attaching to the Non-Voting Common Shares, shall, subject to applicable law, be deemed to be returned to the authorized but unissued capital of the Corporation."