AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made and effective as of April 3, 2020.

AMONG:

OMNI COMMERCE CORP., a company existing under the laws of the Province of British Columbia, having a registered office at 1040 West Georgia Street, Suite 1170, Vancouver, British Columbia, V6E 4H1 ("**Omni**")

AND:

1204970 B.C. LTD., a company existing under the laws of the Province of British Columbia, having a registered office at 1055 West Georgia Street, Suite 1500 Vancouver, British Columbia, V6E 4N7 ("**4970**")

AND:

1230165 B.C. LTD., a company existing under the laws of the Province of British Columbia, having a registered office at 1040 West Georgia Street, Suite 1170, Vancouver, British Columbia, V6E 4H1 ("**Omni Subco**")

WHEREAS:

A. Omni is a reporting issuer in the provinces of British Columbia and Alberta and is a party to the Dreamfields Agreement (as defined herein), whereby Omni and Dreamfields (as defined herein) have agreed to effect a business combination by way of a merger under the *California Corporations Code* resulting in the reverse takeover of Omni by Dreamfields (the "**Dreamfields Transaction**"), pursuant to which Dreamfields shall become a wholly-owned subsidiary of Omni and the business of Dreamfields shall become the business of Omni;

B. 4970 is a private company that has loaned the aggregate amount of CAD$1,643,736 (collectively, the "**Dreamfields Loans**") to Dreamfields in connection with the Dreamfields Transaction;

C. Omni Subco is a wholly-owned subsidiary of Omni;

D. It is intended that 4970 and Omni Subco shall amalgamate (the "**Amalgamation**") and continue as one corporation, being Amalco (as defined herein), pursuant to the provisions of Division 3 of Part 9 of the BCBCA (as defined herein) and upon the terms and conditions of this Agreement, which corporation shall be a wholly-owned subsidiary of Omni; and

E. Upon the Amalgamation taking effect, Omni shall issue Omni Exchange Shares (as defined herein) to the 4970 Shareholders (as defined herein) as in the proportion and to the extent set forth herein.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

(a) "**4970**" means 1204970 B.C. Ltd., a company existing under the BCBCA;

(b) "**4970 Assets**" means all of the assets and properties in which 4970 holds a right, title or interest as at the date hereof;

(c) "**4970 Common Shares**" means, collectively, the Class A common shares without par value and the Class B common shares without par value in the capital of 4970, as constituted on the date hereof;

(d) "**4970 Counsel**" means McMillan LLP;

(e) "**4970 Counsel's Fees**" means the fees and expenses, and the applicable taxes thereon, of 4970 Counsel for legal services provided to 4970, which fees and expenses have been capped at $90,000.00 plus all applicable taxes thereon, in connection with the Amalgamation and the Dreamfields Transaction and all matters ancillary to the Amalgamation and the Dreamfields Transaction, which includes additional fees and expenses of 4970 Counsel for legal services provided to 4970 in connection with Closing;

(f) "**4970 Shareholder**" means a holder of 4970 Common Shares and "**4970 Shareholders**" means all of the holders of 4970 Common Shares;

(g) "**4970 Special Resolution**" means the special resolution of the 4970 Shareholders to be considered at the 4970 Meeting approving the Amalgamation, substantially in the form of the resolution set forth in Schedule B hereto;

(h) "**Agreement**" means this agreement, including the recitals and all Schedules to this agreement, as amended or supplemented from time to time, and the terms "**hereby**", "**hereof**", "**herein**", "**hereunder**", "**herewith**" and similar terms refer to this Agreement and not to any particular provision of this Agreement;

(i) "**Amalco**" means the corporation continuing from the Amalgamation;

(j) "**Amalgamation**" has the meaning ascribed thereto in Recital D hereto;

(k) "**Amalgamation Application**" means the amalgamation application as contemplated by the BCBCA and in substantially the form set forth in Schedule C hereto;

(l) "**Applicable Canadian Securities Laws**" means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date;

(m) "**Applicable Laws**" means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order,

injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, including all applicable corporate and securities laws, regulations and rules, all policies thereunder and rules of applicable stock exchanges;

(n) "**BCBCA**" means the *Business Corporations Act* (British Columbia);

(o) "**Board Nominee**" means the nominee of 4970 for appointment to the board of directors of Omni;

(p) "**Business Day**" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Vancouver for the transaction of banking business;

(q) "**Certificate of Amalgamation**" means the certificate to be issued by the Registrar pursuant to Section 281(a) of the BCBCA giving effect to the Amalgamation;

(r) "**Closing**" means the completion of the Amalgamation;

(s) "**Confidential Information**" has the meaning ascribed thereto in Section 10.3(a);

(t) "**Consolidation**" means the consolidation, of the outstanding Omni common shares on the basis of one (1) post-consolidation Omni common share for five (5) pre-consolidation Omni common shares or such other ratio as mutually agreed in writing by Omni and 4970 prior to the Effective Date ;

(u) "**Consent**" means the written consent to act as a director of Omni of the Board Nominee in accordance with the requirements of the BCBCA, in form and content satisfactory to Omni, acting reasonably;

(v) "**Contract**" means any contract, lease, agreement, instrument, license, commitment, order, or quotation, written or oral;

(w) "**CSE**" means the Canadian Securities Exchange;

(x) "**Depositary**" means Alliance Trust Company;

(y) "**Dissent Rights**" means the rights of dissent in respect of the 4970 Special Resolution provided pursuant to Section 238 of the BCBCA;

(z) "**Dissenting Shareholder**" means a registered 4970 Shareholder, who, in connection with the 4970 Special Resolution at the 4970 Meeting which approves and adopts this Agreement, has sent to 4970 a written objection and a demand for payment within the time limits and in the manner prescribed by Division 2 of Part 8 of the BCBCA with respect to such shareholder's 4970 Common Shares;

(aa) "**Dreamfields**" means Dreamfields Brands, Inc., a California-based vertically-integrated cannabis manufacturing, distribution, branding, sales and events company;

(bb) "**Dreamfields Agreement**" means a transaction agreement dated September 13, 2019 made by and among Omni, Omni Merger Sub, Inc. and Dreamfields, as amended or supplemented from time to time;

(cc) "**Dreamfields Loans**" has the meaning ascribed thereto in Recital B hereto;

(dd) "**Dreamfields Transaction**" has the meaning ascribed thereto in Recital A hereto;

(ee) "**Effective Date**" means the effective date indicated upon the Certificate of Amalgamation, which shall be on or before April 30, 2020, or such other date as agreed to by the Parties;

(ff) "**Effective Time**" means the effective time on the Effective Date indicated upon the Certificate of Amalgamation;

(gg) "**Encumbrance**" includes any mortgage, pledge, assignment, charge, lien, security interest, claim, trust or royalty and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

(hh) "**Exchange Ratio**" means two and a half (2.5) Omni Exchange Shares, on a pre-Consolidation basis, exchanged for each one (1) 4970 Common Share, unless the Consolidation occurs at a ratio other than one (1) post-Consolidation Omni common share for five (5) pre-Consolidation Omni common shares, in which case the Exchange Ratio will be such that on completion of the Amalgamation, 4970 Shareholders shall collectively have 51.8239% of the issued and outstanding Omni Exchange Shares, on an undiluted basis;

(ii) "**Governmental Authority**" means any:

(i) multinational, federal, provincial, state, regional, municipal, local or other governmental or public department, 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, including any stock exchange;

(jj) "**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board;

(kk) "**Letter of Transmittal**" means the letter of transmittal of Omni to be utilized by the 4970 Shareholders in order to receive certificates representing the Omni Exchange Shares to which the 4970 Shareholders are entitled under the Amalgamation;

(ll) "**Listing Statement**" means the Form 2A Listing Statement to be filed by Omni in respect of the Relisting pursuant to the policies of the CSE;

(mm) "**Losses**" means any and all liabilities, claims, demands, losses, costs, deficiencies, damages and expenses, judgements, penalties and expenses of whatever kind incurred by a party, including, without limitation, interest, penalties, fines, reasonable attorney, accountant and other professional fees and expenses, and the cost of enforcing any right to indemnification hereunder;

(nn) "**Material Adverse Change**" or "**Material Adverse Effect**" means, where used in relation to Omni, Omni Subco or 4970, as the case may be, any event, condition or change which individually or in the aggregate constitutes, or could reasonably be expected to: (i) have a material and adverse effect on the business, assets, rights, properties, condition (financial or otherwise), liabilities,

capitalization, operations, prospects, or results of operations of Omni, Omni Subco or 4970, as the case may be; (i) a significant effect on the value of the Omni Exchange Shares or the 4970 Common Shares, as the case may be; or (ii) prevent or materially delay completion of the Amalgamation in accordance with this Agreement; other than any matter, action, effect or change relating to or resulting from: (i) a matter that has, prior to the date hereof, been publicly disclosed or disclosed to the Other Party; (ii) conditions affecting the cannabis industry as a whole; (iii) general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere; or (iv) any matter consented to, or that results from a matter that is consented to, in writing by the Other Party;

(oo) "**Material Contracts**" means, in respect of a Party, all Contracts or other obligations or rights (and all amendments, modifications and supplements thereto and all side letters to which the Party is a party affecting the obligations of any party thereunder) to which the Party is a party or by which any of its properties or assets are bound that are material to the business, properties or assets of the Party taken as a whole, including to the extent any of the following are material to the business, properties or assets of the Party or any of its Subsidiaries, taken as a whole, all:

(i) employment, severance, personal services, consulting, non-competition or indemnification Contracts (including any Contract to which the Party is a party involving employees);

(ii) Contracts granting a right of first refusal or first negotiation;

(iii) partnership or joint venture agreements;

(iv) Contracts for the acquisition, sale, licence, or lease of material assets of the Party (by purchase or sale of assets or shares or otherwise);

(v) Contracts with any Governmental Authority;

(vi) loan or credit agreements, mortgages, security agreements, indentures or other Contracts or instruments evidencing indebtedness for borrowed money by the Party or any such agreement pursuant to which indebtedness for borrowed money may be incurred, including in respect of 4970, the Dreamfields Loans;

(vii) Contracts that purport to limit, curtail or restrict the ability of the Party to compete in any geographic area or line of business;

(viii) commitments and agreements to enter into any of the foregoing;

(ix) any Contract which cannot be terminated on 30 days' notice;

(x) all Contracts that provide for annual payments to or from the Party in excess of $10,000 per annum; and

(xi) commitments and agreements to enter into any of the foregoing;

(pp) "**Material Fact**" has the meaning ascribed thereto under the Applicable Canadian Securities Laws;

(qq) "**Misrepresentation**" includes any untrue statement of a Material Fact, any omission to state a Material Fact that is required to be stated and any omission to state a Material Fact that is necessary to be stated in order for a statement not to be misleading;

(rr) "**Omni**" means Omni Commerce Corp., a company existing under the BCBCA;

(ss) "**Omni California**" means Omni Merger Sub, Inc., a corporation existing under the laws of the State of California;

(tt) "**Omni Exchange Shares**" means:

(i) if both the Consolidation and the Share Capital Amendment shall have occurred prior to the Effective Time, Omni Subordinate Voting Shares;

(ii) if the Consolidation shall have occurred prior to the Effective Time but not the Share Capital Amendment, post-Consolidation Omni common shares; and

(iii) if neither the Consolidation nor the Share Capital Amendment shall have occurred prior to the Effective Time, pre-Consolidation Omni common shares;

(uu) "**Omni Counsel**" means Lotz & Company, or such other legal counsel as may be designated by Omni;

(vv) "**Omni Financial Statements**" means the audited annual financial statements of Omni as at and for the year ended April 30, 2019 and the consolidated unaudited interim financial statements of Omni as at and for the interim period ended October 31, 2019;

(ww) "**Omni Parties**" means, collectively, Omni and Omni Subco;

(xx) "**Omni Public Documents**" means all documents or information filed by or on behalf of Omni in compliance with or intended compliance with Applicable Laws;

(yy) "**Omni Subco**" means 1230165 B.C. Ltd., a company existing under the BCBCA;

(zz) "**Omni Subordinate Voting Shares**" means the Class A subordinate voting shares in the capital of Omni after Omni effects the Share Capital Amendment;

(aaa) "**Other Party**" means with respect to the Omni Parties, 4970 and, with respect to 4970, the Omni Parties;

(bbb) "**Parties**" means Omni, 4970 and Omni Subco, and "**Party**" means any one of them;

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

(ddd) "**Registrar**" means the Registrar of Corporations appointed pursuant to Section 400 of the BCBCA;

(eee) "**Relisting**" means the listing of the Omni Subordinate Voting Shares on the CSE;

(fff) "**Representatives**" means, in respect of any Party, such Party's officers, directors, employees, advisors (including legal and financial advisors), representatives and agents;

(ggg) "**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

(hhh) "**Share Capital Amendment**" means a share capital amendment whereby Omni's post-Consolidation common shares shall be re-classified as "Class A subordinate voting shares";

(iii) "**Subsidiary**" means with respect to a specified body corporate, a body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the directors thereof, are at the time owned, directly or indirectly, by such specified body corporate, and includes a body corporate in like relation to a subsidiary;

(jjj) "**Tax Act**" means the *Income Tax Act* (Canada);

(kkk) "**U.S. person**" has the meaning as set forth in Regulation S under the U.S. Securities Act; and

(lll) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended.

ARTICLE 2
INTERPRETATION

2.1 Interpretation Not Affected by Headings, etc.

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

2.2 Number, etc.

In this Agreement, words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing Persons include firms and corporations and vice versa.

2.3 Meanings

In this Agreement, (i) the words "including" or "includes", when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope; and (ii) unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders.

2.4 Day for Any Action

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.

2.5 Knowledge

In this Agreement, whenever a representation or warranty is made on the basis of the knowledge or awareness of a Party, such knowledge or awareness consists only of the actual collective knowledge or awareness, as of the date hereof, of the senior officers of such Party, in their capacity as senior officers of such Party and not in their personal capacity and without personal liability, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge; provided that the Party making the representation and warranty shall have conducted a reasonable

investigation as to the subject matter relating thereto and the level of such investigation shall be that of a reasonably prudent Person investigating a material consideration in the context of a material transaction and the use of such phrase shall constitute a representation and warranty by the Party making the representation and warranty in each case that such investigation has actually been made.

2.6 References to Legislation

References in this Agreement 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.

2.7 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with IFRS.

2.8 Currency

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

2.9 Enforceability

All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, reorganization and other laws affecting creditors rights generally, and the discretionary nature of certain remedies (including specific performance, injunctive relief and general principals of equity).

2.10 Schedules

The following Schedules are included and form part of this Agreement:

Schedule A – Articles of Amalco;

Schedule B – 4970 Special Resolution; and

Schedule C – Amalgamation Application.

ARTICLE 3
AMALGAMATION OF 4970 AND SUBCO

3.1 General

Subject to the terms and conditions of this Agreement, each of the Parties agrees to use its reasonable commercial efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to complete the Amalgamation and all other transactions contemplated by this Agreement.

3.2 Steps to be taken by 4970

(a) 4970 covenants and agrees in favour of Omni that:

(i) 4970 shall assist Omni and Dreamfields in complying with the applicable CSE policies (including the required filings thereunder) in connection with the Amalgamation and the Relisting; and

(ii) 4970 shall make all commercially reasonable efforts to obtain approval for the Amalgamation from the 4970 Shareholders.

(b) Subject to obtaining the approval of the 4970 Shareholders to the Amalgamation and subject to the satisfaction or waiver of the conditions herein contained in favour of 4970, 4970 agrees that it shall, with the co-operation and participation of Omni, use its commercially reasonable efforts to make such arrangements with the Registrar as may be necessary or desirable to permit:

(i) the filing with the Registrar of the Amalgamation Application to be made effective at the Effective Time on the Effective Date; and

(ii) the obtaining of the Certificate of Amalgamation.

(c) 4970 covenants (i) to provide the name of the Board Nominee to Omni prior to the Effective Date, and (ii) that the Board Nominee shall be eligible to act as a director of Omni under the requirements of the BCBCA.

(d) In the event that there is a failure to obtain, or if Omni reasonably anticipates that there shall be a failure to obtain, a consent, order or other approval of a Governmental Authority required in connection with the approval of the Amalgamation, then 4970 shall, upon the request of Omni, use its commercially reasonable efforts to assist Omni to successfully implement and complete any alternative transaction structure that does not have negative consequences for the Parties or their respective shareholders.

3.3 Steps to be taken by Omni and Omni Subco

(a) Omni covenants and agrees in favour of 4970 that it shall use commercially reasonable efforts to obtain conditional acceptance of the CSE for the Relisting.

(b) Omni covenants and agrees that, on the Effective Date and subject to the satisfaction or waiver of the conditions herein contained in favour of Omni, Omni shall provide to the Depositary an irrevocable direction to issue the maximum number of Omni Exchange Shares issuable pursuant to the Amalgamation so as to permit the Depositary to issue the Omni Exchange Shares to 4970 Shareholders as contemplated herein.

(c) Subject to the receipt by Omni of the Board Nominee's name and the Consent prior to the Effective Date, Omni covenants to appoint the Board Nominee to the board of directors of Omni effective the day following the Effective Date.

(d) Subject to the satisfaction or waiver of the conditions herein contained in favour of Omni and Omni Subco, each of Omni and Omni Subco covenants and agrees that it shall, with the co-operation and participation of 4970, use its commercially reasonable efforts to make such arrangements with the Registrar as may be necessary or desirable to permit:

(i) the filing with the Registrar of the Amalgamation Application to be made effective at the Effective Time on the Effective Date; and

(ii) the obtaining of the Certificate of Amalgamation.

3.4 Amalgamated Corporation (Amalco)

Unless and until otherwise determined in the manner required by Applicable Laws, by Amalco or by its directors or the holders of the common shares in the capital of Amalco, the following provisions shall apply:

(a) the name of Amalco shall be the name created by adding "B.C. Ltd." after the incorporation number of Amalco, or such other name as selected by the board of directors of Omni;

(b) the registered office of Amalco shall be located at the registered office of Omni Subco at the Effective Time;

(c) the articles of Amalco shall be substantially in the form set forth in Schedule "A";

(d) each issued and outstanding 4970 Common Share (other than 4970 Common Shares held by Dissenting Shareholders) shall be exchanged for Omni Exchange Shares at the Exchange Ratio;

(e) the authorized capital of Amalco shall consist of an unlimited number of common shares without par value and without special rights or restrictions;

(f) the initial directors of Amalco shall be as follows:

(i) John Veltheer; and

(ii) a nominee of 4970;

and such persons shall hold office until the first annual or general meeting of the shareholders of Amalco or until their successors are duly appointed or elected. The subsequent directors shall be elected each year thereafter as provided for in the Articles of Amalco. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors as it is constituted from time to time;

(g) the initial officers of Amalco shall be as follows:

(i) John Veltheer – President; and

(ii) a nominee of 4970 – Secretary;

(h) the auditors of Amalco shall be the auditors of Omni or such other auditors as selected by the board of directors of Omni;

(i) the fiscal year end of Amalco shall be April 30 of each calendar year; and

(j) there shall be no restrictions on the business that Amalco may carry on.

3.5 Effect of Certificate of Amalgamation

At the Effective Time, subject to the BCBCA:

(a) Omni Subco and 4970 shall complete the Amalgamation pursuant to the provisions of Division 3 of Part 9 of the BCBCA and continue as one corporation (being Amalco) as a Subsidiary of Omni, upon the terms and conditions set forth in this Agreement;

(b) the property of each of Omni Subco and 4970 shall continue to be the property of Amalco;

(c) Amalco shall continue to be liable for the obligations of each of Omni Subco and 4970;

(d) any existing cause of action, claim or liability to prosecution with respect to either or both or all of Omni Subco and 4970 shall be unaffected;

(e) any civil, criminal or administrative action or proceeding pending by or against any of Omni Subco and 4970 may be continued to be prosecuted by or against Amalco;

(f) any conviction against, or ruling, order or judgment in favour of or against, any of Omni Subco and 4970 may be enforced by or against Amalco; and

(g) the Notice of Articles contained in the Amalgamation Application shall be deemed to be the Notice of Articles of Amalco and the Certificate of Amalgamation shall be deemed to be the Certificate of Incorporation of Amalco.

3.6 Conversion of Securities Pursuant to the Amalgamation and Stated Capital

Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

(a) subject to Sections 3.6(c), 3.11 and 3.12:

(i) the 4970 Shareholders shall cease to be holders of 4970 Common Shares and shall be deemed to be the registered holders of the Omni Exchange Shares to which they are entitled; and

(ii) each 4970 Shareholder (other than the Dissenting Shareholders) shall receive that number of fully paid and non-assessable Omni Exchange Shares equal to the product determined by multiplying the number of 4970 Common Shares held by such 4970 Shareholder by the Exchange Ratio, following which the 4970 Shareholders shall cease to be holders of 4970 Common Shares and shall be deemed to be the registered holders of the Omni Exchange Shares to which they are entitled;

(b) Omni shall receive one (1) fully paid and non-assessable Amalco common share for each one (1) Omni Subco common share held by Omni, following which all such Omni Subco common shares shall be cancelled;

(c) no fractional Omni Exchange Shares shall be issued to holders of 4970 Common Shares; in lieu of any fractional entitlement, the number of Omni Exchange Shares issued to each former 4970 Shareholder shall be rounded up to the next greater whole number of Omni Exchange Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Omni Exchange Shares if the fractional entitlement is less than 0.5 and, in calculating such fractional interests, all Omni Exchange Shares registered in the name of or beneficially held by such 4970 Shareholder or their nominee shall be aggregated;

(d) Omni shall add an amount to the paid-up capital account maintained in respect of the Omni Exchange Shares equal to the aggregate paid-up capital for income tax purposes of the 4970 Common Shares immediately prior to the Effective Time (less the paid-up capital of any 4970 Common Shares held by Dissenting Shareholders who do not exchange their 4970 Common Shares for Omni Exchange Shares pursuant to the Amalgamation); and

(e) Amalco shall add an amount to the paid-up capital account maintained in respect of the Amalco common shares such that the paid-up capital of the Amalco common shares shall be equal to the aggregate paid-up capital for income tax purposes of the Omni Subco common shares and 4970 Common Shares immediately prior to the Effective Time.

3.7 Escrow and Resale Restrictions

It is the intention of the Parties that the Omni Exchange Shares shall be issued pursuant to the "business combination and reorganization" prospectus exemption set out in Section 2.11 of National Instrument 45-106 *Prospectus Exemptions*, such that, save and except for any applicable CSE escrow hold periods, the Omni Exchange Shares shall not be subject to any resale restrictions in Canada under Applicable Canadian Securities Laws. Notwithstanding the foregoing, 4970 acknowledges and agrees that, if the Omni Exchange Shares are subject to resale restrictions under Applicable Canadian Securities Laws, then the terms of such resale restrictions shall be endorsed on the certificates representing the Omni Exchange Shares as a printed legend, and the Omni Exchange Shares may not be sold, transferred or otherwise disposed except in accordance with an exemption from, or in a transaction not subject to, the prospectus and registration requirements of the Applicable Canadian Securities Laws and in each case only in accordance with all Applicable Canadian Securities Laws.

3.8 Voluntary Pooling of Omni Exchange Shares

The Omni Exchange Shares shall be subject to a voluntary pool, enforced through the application of legends on the Omni Exchange Shares with the applicable release schedule, and such pooled Omni Exchange Shares shall be released to each 4970 Shareholder on the following basis:

(a) 25% of the Omni Exchange Shares on the date which is the earlier of (i) 12 months from the date of issuance and (ii) the date of the Relisting;

(b) 25% of the Omni Exchange Shares on the date which is the earlier of (i) 12 months from the date of issuance and (ii) the date which is three (3) months from the date of the Relisting;

(c) 25% of the Omni Exchange Shares on the date which is the earlier of (i) 12 months from the date of issuance and (ii) the date which is six (6) months from the date of the Relisting; and

(d) 25% of the Omni Exchange Shares on the date which is the earlier of (i) 12 months from the date of issuance and (ii) the date which is nine (9) months from the date of the Relisting.

3.9 Exemptions from U.S. Registration

4970 acknowledges that it is aware that the Omni Exchange Shares have not been and shall not be registered under the U.S. Securities Act or the securities laws of any state of the United States and may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act and the applicable laws of all applicable states or an exemption from such registration requirements and 4970 further acknowledges that Omni has no obligation or present intention of filing a registration statement under the U.S. Securities Act or any state securities laws in respect of the Omni Exchange Shares.

3.10 Amalgamation Application and Filing

Subject to the provisions hereof, Omni and 4970 shall jointly file, with the Registrar, the Amalgamation Application and such other documents as may be required by the BCBCA to give effect to the Amalgamation as contemplated herein the Effective Date.

3.11 Share Certificates

(a) At the Effective Time:

(i) the register of transfers of 4970 Common Shares shall be closed and the 4970 Common Shares shall be cancelled;

(ii) certificates representing Omni Exchange Shares issuable to each 4970 Shareholder pursuant to the Amalgamation shall, as soon as practicable, but no later than five (5) Business Days following the later of the Effective Date and the date of deposit with the Depositary of a duly completed Letter of Transmittal and the certificate(s) representing those 4970 Common Shares, be: (A) forwarded by the Depositary to the 4970 Shareholder, at the address specified in the Letter of Transmittal, by first class mail (postage prepaid); or (B) made available at the Depositary for pick-up by the 4970 Shareholder, if requested by the holder in the Letter of Transmittal; and

(iii) Omni, as the registered holder of Omni Subco common shares, shall cease to be the holder of Omni Subco common shares and shall be deemed to be the registered holder of the Amalco common shares in accordance with the provisions hereof and may surrender the certificates representing Omni Subco common shares and, upon such surrender, shall be entitled to receive a share certificate representing the number of Amalco common shares to which it is entitled to calculated in accordance with the provisions hereof.

(b) Any share certificate formerly representing the 4970 Common Shares which is not deposited with the Depositary on or prior to the sixth (6th) anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature whatsoever.

(c) Subject to the conditions in Article 4 and Article 5, Omni covenants and agrees that on the Effective Date it shall issue the Omni Exchange Shares to 4970 Shareholders as specified in this Article 3.

3.12 Dissenting Shareholders

(a) Each registered 4970 Shareholder may exercise Dissent Rights in connection with the Amalgamation pursuant to and in the manner set forth in Section 238 of the BCBCA. 4970 shall give Omni (i) prompt notice of any notice of dissent delivered by a 4970 Shareholder, withdrawals of such notices, and any other instruments served by a 4970 Shareholder to 4970 in connection with the Dissent Rights or pursuant to the BCBCA; and (ii) the opportunity to participate in all negotiations and proceedings with respect to such rights. Without the prior written consent of Omni, except as required by Applicable Law, 4970 shall not make any payment with respect to any such rights or offer to settle any such rights.

(b) 4970 Common Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by Section 3.6. However, if a Dissenting Shareholder fails to perfect or effectively withdraw its claim under Section 238 of the BCBCA or forfeits its right to make a claim under Section 238 of the BCBCA or if its rights as a 4970 Shareholder are otherwise reinstated, such 4970

Shareholder's shares shall thereupon be deemed to have been converted as of the Effective Time as prescribed by Section 3.6.

3.13 Recommendation of the 4970 Board of Directors

4970 represents and warrants to Omni and Omni Subco that its board of directors has unanimously determined that:

(a) the Amalgamation is fair, from a financial point of view to the 4970 Shareholders and that the Amalgamation is in the best interests of 4970 and the 4970 Shareholders; and

(b) the board of directors of 4970 unanimously recommend that the 4970 Shareholders vote in favour of the Amalgamation, which recommendation may not be withdrawn, modified or changed in any manner except as set forth herein.

ARTICLE 4
CLOSING CONDITIONS

4.1 Closing Conditions of 4970

The obligation of 4970 to complete the transactions contemplated herein is subject to the fulfilment by Omni and Omni Subco, as applicable, of the following conditions precedent on or before the Effective Date or such other time as is specified below:

(a) the representations and warranties made by each of Omni and Omni Subco in Section 5.3 shall be true in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties which refer to another date, which shall be true as of that date), and Omni shall have provided to 4970 a certificate of one officer of Omni certifying as to such matters on the Effective Date;

(b) each of Omni and Omni Subco shall have complied in all material respects with their respective covenants in this Agreement and Omni shall have provided to 4970 a certificate of an officer of Omni certifying as to such compliance as of the Effective Date and 4970 shall have no actual knowledge to the contrary;

(c) Omni shall have advanced the amount required for the payment of all 4970 Counsel's Fees into the trust account of 4970 Counsel for 4970 in advance of the Effective Date and executed such documentation as may be required by 4970 and 4970 Counsel, acting reasonably, to allow the release of such trust funds to 4970 Counsel immediately after Closing, representing the then payment of 4970's entire accounts with 4970 Counsel for legal services rendered to the time of Closing;

(d) before giving effect to the Amalgamation and the other transactions contemplated herein, there shall have been no Material Adverse Change in respect of Omni and Omni Subco since the date hereof;

(e) before the Effective Date, 4970 shall deliver the name of the Board Nominee and their Consent to Omni, and Omni shall deliver to 4970 all required corporate documents authorizing the appointment of the Board Nominee to take effect on the day following the Effective Date;

(f) Omni shall have furnished 4970 with:

(i) certified copies of the resolutions duly passed by the board of directors of Omni and Omni Subco approving this Agreement and the consummation of the transactions contemplated herein, including the Amalgamation;

(ii) certified copies of the resolutions duly passed by the board of directors of Omni conditionally allotting the aggregate number of Omni Exchange Shares that may be required to be issued in accordance with the terms of this Agreement upon the Amalgamation taking effect; and

(iii) certified copy of a resolution passed by the sole shareholder of Omni Subco approving the Amalgamation in accordance with the terms hereof;

(g) the Omni Exchange Shares to be delivered pursuant to the Amalgamation shall have been deposited with the Depositary together with an irrevocable direction authorizing and directing the Depositary to deliver the Omni Exchange Shares pursuant to the Amalgamation, to the 4970 Shareholders who are entitled to receive such shares in accordance with Section 3.11 and upon the completion of the Amalgamation;

(h) there shall be no action taken under any existing law, regulation, rule or order, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Authority, that shall, in the sole judgement of 4970, acting reasonably, impose any material limitations on the ability of the Parties to complete the Amalgamation and the transactions contemplated by this Agreement or would result in a Material Adverse Effect on Omni;

(i) the Omni Exchange Shares to be delivered pursuant to the Amalgamation shall be issued as fully paid and non-assessable common shares in the capital of Omni, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, except those pursuant to any applicable CSE policies or Applicable Canadian Securities Laws; and

(j) Omni and Omni Subco shall have executed and delivered, at the Effective Date, such customary agreements, certificates, resolutions and other closing documents as may be required by 4970, all in form satisfactory to 4970, acting reasonably.

The foregoing conditions precedent are for the benefit of 4970 and may be waived, in whole or in part, by 4970 in writing at any time. If any of the aforementioned conditions precedent shall not be complied with or waived by 4970 on or before the Effective Date or the date required for the performance thereof, 4970 may, in addition to the other remedies it may have at law or equity, rescind and terminate this Agreement by written notice from 4970 to Omni pursuant to Article 7.

4.2 Closing Conditions of Omni and Omni Subco

The obligation of Omni and Omni Subco to complete the transactions contemplated herein is subject to fulfilment by 4970 of the following conditions precedent on or before the Effective Date or such other time as is specified below:

(a) the representations and warranties made by 4970 in Section 5.1 shall be true in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties which refer to another date, which shall be true as of that date) and 4970 shall have provided to Omni and Omni Subco a certificate of one officer of 4970 certifying as to such matters on the Effective Date;

(b) 4970 shall have complied in all material respects with its covenants in this Agreement and 4970 shall have provided to Omni and Omni Subco a certificate of an officer certifying as to such compliance as of the Effective Date;

(c) before giving effect to the Amalgamation and the other transactions contemplated by this Agreement, there shall have been no Material Adverse Change in respect of 4970 since the date hereof;

(d) before the Effective Date, 4970 shall have delivered the name of the Board Nominee and the Consent to Omni, and Omni shall deliver to 4970 all required corporate documents authorizing the appointment of the Board Nominee to take effect on the day following the Effective Date;

(e) the CSE shall have conditionally accepted the Relisting;

(f) 4970 shall have furnished Omni with:

(i) certified copies of the resolutions duly passed by the board of directors of 4970 approving this Agreement and the consummation of the transactions contemplated hereby and directing the submission of the Amalgamation for approval by 4970 Shareholders and recommending that 4970 Shareholders vote in favour of the Amalgamation; and

(ii) certified copies of the 4970 Special Resolution;

(g) immediately prior to the Effective Time the aggregate number of 4970 Common Shares issued and outstanding on a fully diluted basis shall not be in excess of 900,001 Class A common shares and 16,502,360 Class B common shares;

(h) the board of directors of 4970 shall not have withdrawn, modified or changed any of its recommendations, approvals, resolutions or determinations referred to in Section 3.13;

(i) holders of not greater than 10% of the outstanding 4970 Shares shall have exercised Dissent Rights that have not been withdrawn as at the Effective Date;

(j) 4970 shall not have violated or breached, in any material respect, any terms or conditions of such Material Contracts and there shall exist no default or event of default or event, occurrence, condition or act, which with the giving of notice, lapse of time or the happening of any other event or condition, would become a default or event of default by 4970 under any such Material Contracts;

(k) all obligations and other contractual commitments of 4970 shall be in good standing in respect of its business including, the non-termination of any permits and licenses required in connection with its business, except as provided herein or with the prior written consent of Omni and Omni Subco;

(l) each director and officer of 4970 shall have provided their written resignation as a director and/or officer, as applicable, of 4970 effective on or before the Effective Date;

(m) 4970 shall not have amended, modified, changed or replaced any of its employment agreements, severance policies, or other consulting agreements from the date of this Agreement until the Effective Time, except as provided herein or with the prior written consent of Omni and Omni Subco;

(n) each of the Persons employed or otherwise engaged by 4970 shall have executed termination agreements with 4970 on terms satisfactory to Omni and Omni Subco, acting reasonably, which agreements shall provide for, *inter alia*, termination of such employment or engagement (as the case may be), with no liability to 4970;

(o) there shall be no action taken under any existing law, regulation, rule or order, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Authority, that shall, in the sole judgement of Omni and Omni Subco, acting reasonably, impose any material limitations on the ability of the Parties to complete the Amalgamation and the transactions contemplated by this Agreement or would result in a Material Adverse Effect on 4970;

(p) there shall be no action taken under any existing law, regulation, rule or order, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or regulatory authority or similar agency, that shall impose any material limitations on the ability of Omni at the Effective Date to effectively exercise full rights of ownership of the common shares of Amalco including, the right to vote any such shares, or the ability of Omni to operate, use and exploit the business of 4970, if any;

(q) Omni and Omni Subco shall be satisfied, acting reasonably, that the Omni Exchange Shares issuable to 4970 Shareholders that are U.S. persons shall be issuable in accordance with Applicable Laws and in accordance with transactions that do not require registration under the U.S. Securities Act or applicable state securities laws;

(r) the amount of all outstanding legal fees (including taxes and disbursements thereon) owing by 4970 to Clark Wilson LLP to the time of Closing shall not exceed $40,000 in the aggregate; and

(s) 4970 shall have executed and delivered, at the Effective Date, such customary agreements, certificates, resolutions and other closing documents as may be required by Omni and Omni Subco, all in form satisfactory to Omni and Omni Subco, acting reasonably.

The foregoing conditions precedent are for the benefit of Omni and Omni Subco and may be waived, in whole or in part, by Omni and Omni Subco in writing at any time. If any of the aforementioned conditions precedent shall not be complied with or waived by Omni and Omni Subco on or before the Effective Date or the date required for the performance thereof, Omni and Omni Subco may, in addition to the other remedies it may have at law or equity, rescind and terminate this Agreement by written notice to 4970, pursuant to Article 7.

4.3 Mutual Closing Conditions

The obligations of each of the Parties to complete the transactions contemplated herein are subject to fulfilment by each of the Parties, as applicable, of the following conditions precedent on or before the Effective Date or such other time as is specified below:

(a) the 4970 Special Resolution approving the Amalgamation shall have been passed by 4970 Shareholders prior to the Effective Date, in form and substance satisfactory to each of the Parties, acting reasonably;

(b) the Effective Date shall have occurred on or prior to April 30, 2020, unless otherwise agreed to by the Parties;

(c) the Amalgamation Application filed with the Registrar shall be in form and substance satisfactory to each of the Parties, acting reasonably;

(d) there shall be no action taken under any existing Applicable Law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Authority or similar agency, domestic or foreign, that:

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

(ii) results in a judgment, order, decree or assessment of material damages, directly or indirectly, relating to the Amalgamation and the other transactions contemplated herein;

(e) each of the Parties shall have obtained all consents, waivers, approvals and authorizations (including, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the Amalgamation and the transactions contemplated herein on terms and conditions reasonably satisfactory to the Other Party; and

(f) this Agreement shall not have been terminated pursuant to Article 7.

The foregoing conditions are for the mutual benefit of each Party and may be waived, in whole or in part, by the Parties together, at any time. If any of the aforementioned conditions precedent shall not be complied with or waived as aforesaid on or before the Effective Date or such other date required for the performance thereof, each Party may, in addition to the other remedies it may have at law or in equity, rescind and terminate this Agreement by written notice to the Other Party, pursuant to Article 7.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of 4970

4970 represents and warrants to each of Omni and Omni Subco, and acknowledges that Omni and Omni Subco are relying upon such representations and warranties in connection with the matters contemplated by this Agreement, that:

(a) 4970 is duly organized and validly existing under the laws of the Province of British Columbia, is currently in good standing, has the capacity, power and authority to own or lease its property and assets and to carry on its business as now conducted by it;

(b) 4970 does not have any Subsidiaries;

(c) 4970 has complied, and is in compliance, with all laws or regulations applicable to the operation of its business and ownership of the 4970 Assets, including all Applicable Laws, except where failure to do so is not material;

(d) 4970 has all requisite corporate power and authority to enter into this Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;

(e) the execution and delivery of this Agreement and all documents to be delivered pursuant hereto, the performance of the terms hereof and thereof and the consummation of the transactions contemplated herein and therein do not and shall not:

(i) result in the breach of or violate any term or provision of the notice of articles, articles or governing documents of 4970;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which 4970 is a party or by which it is bound or to which its property is subject, except with respect to obtaining any required consents to the "change of control" of 4970 arising from the Amalgamation;

(iii) result in the creation of any Encumbrance upon any of the 4970 Assets; or

(iv) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to 4970, including the 4970 Common Shares and the 4970 Assets,

except to the extent such results or occurrences as set forth in this Section 5.1(e) collectively are not material;

(f) there is no Contract, covenants, undertakings or other commitment of 4970 or any instruments binding on the 4970 Assets:

(i) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco; and

(ii) which would give a third party, as a result of the transactions contemplated in this Agreement, including the Amalgamation, the right to terminate any Contract to which 4970 is a party or to purchase any of the 4970 Assets or the assets of Amalco;

(g) this Agreement has been duly authorized, executed and delivered by 4970 and all documents to be executed and delivered by 4970 pursuant hereto to Omni and Omni Subco shall be duly executed and delivered and this Agreement constitutes, legal, valid and binding obligations of 4970 enforceable against it in accordance with its terms;

(h) 4970 has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agents commission, financial advisory fees or other similar forms of compensation with respect to the transactions contemplated herein;

(i) there are no actions, suits, other legal, administrative or arbitration proceedings or government investigations commenced, or to the knowledge of 4970 contemplated, at law or in equity or before or by any court or other Governmental Authority and which involve or affect 4970, including the 4970 Assets, which is material and, to the best of the knowledge, information and belief of 4970, there are no grounds upon which any such actions, suits or proceedings may be commenced;

(j) as of the date hereof, the authorized capital of 4970 consists of an unlimited number of Class A common shares without par value and an unlimited number of Class B common shares without par value, in respect of which, there are 900,001 Class A common shares and 16,502,360 Class B

common shares duly authorized and validly issued, as fully paid and non-assessable Common Shares;

(k) other than the securities referred to in Section 5.1(j), there are no other shares, options, warrants, convertible notes or debentures, Contracts, documents, instruments or other writings of any kind whatsoever which constitute a "security" of 4970 (as that term is defined in the British Columbia *Securities Act*), and 4970 has no Contracts of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by 4970 of any 4970 Common Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any 4970 Common Shares;

(l) no Person has any Contract, options, rights or privileges of any kind to acquire all or any portion of the 4970 Assets;

(m) the records contained in the minute book of 4970 are true and correct in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders of 4970 up to the date hereof;

(n) since its incorporation, 4970 has not conducted any business or commercial operations and the 4970 Assets consist entirely of the Dreamfields Loans and a small amount of working capital cash that will be expended prior to the Effective Date. Without limiting the generality of the foregoing, 4970:

(i) has never owned or had any interest in any real property and does not currently own or have any interest in any material equipment, machinery, or tangible or intangible personal property, with the exception of the Dreamfields Loans;

(ii) does not have, and has never had, any revenues;

(iii) has never borrowed any money and does not have any outstanding indebtedness;

(iv) does not have, and has never had, any employees, contractors, or payment or compensation arrangements with any person;

(v) is not currently the sponsor of or bound by, and has never been a sponsor of or bound by, any employee bonus, incentive, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or arrangement;

(vi) does not maintain any insurance policies for itself or any of its officers or directors; and

(vii) does not have any customers or material suppliers;

(o) 4970 is not a "reporting issuer" within the meaning of Applicable Canadian Securities Laws or the equivalent thereof in any jurisdiction;

(p) no securities commission or similar regulatory authority has issued any order preventing or suspending trading of any securities of 4970, no such order is, to the knowledge of 4970, pending, contemplated or threatened and 4970 is not in default of any requirement of Applicable Laws which is material;

(q) since its incorporation, 4970 has:

(i) not amended its articles or other governing documents;

(ii) not disposed of any property or assets out of the ordinary course of business; and

(iii) not suffered any Material Adverse Change, financial or otherwise, in its business, assets, rights, properties, condition (financial or otherwise), liabilities, capitalization, operations, prospects or results of operation or any occurrences or circumstances which have resulted or might reasonably be expected to result in a Material Adverse Change thereto;

(r) there are no Contracts or arrangements to which 4970 is a party with any director, officer, employee or consultant of 4970, or any associate or affiliate of any such director, officer, employee or consultant, nor is there any indebtedness owing by 4970 to any such Persons or by any such Persons to 4970, other than subscriptions for securities in 4970 which are reflected in their entirety in the issued and outstanding share capital of 4970 as outlined herein;

(s) 4970 has duly and timely filed, in proper form, all returns in respect of taxes under the Tax Act, the *Income Tax Act* (British Columbia), the income tax legislation of any other province of Canada, or any foreign country in which it carries on business or to the jurisdiction of which it is otherwise subject, and similar legislation of other provinces having jurisdiction over the affairs of 4970 and the *Excise Tax Act* (Canada) for all prior periods in respect of which such filings have heretofore been required, and all taxes shown thereon and all taxes owing with respect to prior periods, have been paid or accrued on the books of 4970, calculated in accordance with IFRS, and all payments by 4970 to any non-resident have been made in accordance with all applicable legislation in respect of withholding tax; and 4970 has withheld from each payment made to any of its officers, directors, former directors and employees the amount of all taxes (including, income tax) and other deductions required to be withheld therefrom and has remitted the same to the proper tax or other authority within the time required under any applicable tax legislation;

(t) there are no outstanding agreements or waivers material to 4970 extending the statutory period of limitations applicable to any federal, provincial or other income tax return for any period and there are no issued, or to the knowledge of 4970 proposed, assessments or reassessments respecting 4970 pursuant to which there are amounts owing or discussions in respect thereof with any taxing authority;

(u) the 4970 Assets are free and clear of all Encumbrances, 4970 has done no act or suffered or permitted no action to be done whereby any person has acquired or may acquire an interest in or to the 4970 Assets, nor has 4970 done any act, omitted to do any act or permitted any act to be done that may adversely affect or defeat its title to any of the 4970 Assets;

(v) except as otherwise set out herein, 4970 has no liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against 4970 of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind;

(w) 4970 has provided Omni with a true, accurate and complete list of all bank accounts owned by 4970 and a true and accurate account balance for each such account, including for account no. 0004 1732-953 (in this paragraph (w), the "**BMO Account**") maintained by 4970 at the Bank of Montreal Branch located at 595 Burrard Street, and 4970 is not the beneficial or registered owner of any bank account other than the BMO Account;

(x) to the knowledge of 4970, all of the data and information in respect of 4970 provided or disclosed to Omni, Omni Subco or any of its Representatives by or on behalf of 4970 was and is accurate and correct in all material respects;

(y) 4970 has duly and timely satisfied all of the obligations required to be satisfied, performed and observed by it under, and there exists no default or event of default or event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default or event of default by it under any agreement pertaining to 4970 Assets which would be material; and

(z) other than in respect of Contracts relating to the Dreamfields Loans, 4970 is not a party to any Material Contracts. In respect of the Contracts relating to the Dreamfields Loans:

(i) 4970 has made available to Omni and Omni Subco and their respective Representatives true and complete copies of same;

(ii) to the knowledge of 4970, such Contracts are enforceable in accordance with their terms and, other than as provided for herein, 4970 has not terminated, cancelled, renewed or modified in any material respect, any terms or conditions of any such Contracts and no proposal or discussions with third parties for such termination, cancellation, modification, amendment or waiver is ongoing;

(iii) such Contracts do not contain any "change of control" provision, which would be triggered or affected by the transactions contemplated hereby;

(iv) 4970 has performed in all material respects the obligations required to be performed by it and is entitled to all the benefits under such Contracts; and

(v) 4970 has not violated or breached, in any material respect, any terms or conditions of such Contracts and there exists no default or event of default or event, occurrence, condition or act, which with the giving of notice, lapse of time or the happening of any other event or condition, would become a default or event of default by 4970 under any such Contracts, subject to obtaining any required consents to the "change of control" of 4970 arising pursuant to the Amalgamation.

5.2 Indemnification

In the event the Amalgamation does not occur and this Agreement is terminated because of a breach of this Agreement by 4970, then 4970 shall indemnify and save each of Omni and Omni Subco harmless from and against all Losses arising out of or in connection with any breach of any representation or warranty made by it and contained in this Agreement and in any certificate or other material delivered under this Agreement, which shall include reimbursement of each of Omni and Omni Subco for the costs and expenses (including the reasonable attorney, accountant and other professional fees) incurred by Omni and Omni Subco in connection with negotiation and performance of this Agreement and the related transactions up to a maximum expense reimbursement of $50,000; provided that no obligation on the part of 4970 to indemnify Omni and Omni Subco shall arise until the aggregate amount of all Losses of Omni and Omni Subco in respect of which a claim for indemnity has been made by Omni or Omni Subco exceeds $10,000.

5.3 Representations and Warranties of Omni and Omni Subco

Each of Omni and Omni Subco jointly and severally represents and warrants to 4970, and acknowledges

that 4970 is relying upon such representations and warranties in connection with the matters contemplated by this Agreement, that:

(a) each of Omni and Omni Subco is duly organized and validly existing under the laws of the jurisdiction of its organization, is currently in good standing, and has the capacity, power and authority to own or lease its property and assets and to carry on its business as now conducted by it;

(b) Omni Subco has not carried on any business, other than to enter into this Agreement. Omni Subco has no assets or liabilities other than nominal share capital;

(c) Omni California has not carried on any business, other than to enter into the Dreamfields Agreement. Omni California has no assets or liabilities other than nominal share capital;

(d) Omni does not have any Subsidiaries other than Omni Subco, Omni California, 8918627 Canada Ltd. and Capital Eyewear Inc.;

(e) Omni has complied, and is in compliance, with all laws or regulations applicable to the operation of its business and ownership of its assets, including all Applicable Laws, except where failure to do so is not material, and Omni has all licenses, permits, orders or approvals of, and have made all required registrations with any government or regulatory body that are material to the conduct of their business, as applicable;

(f) each of Omni and Omni Subco has all requisite corporate power and authority to enter into this Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;

(g) the execution and delivery of this Agreement and all documents to be delivered pursuant hereto, the performance of the terms hereof and thereof and the consummation of the transactions contemplated herein and therein do not and shall not:

(i) result in the breach of or violate any term or provision of the articles, by-laws or governing documents of any of Omni or its Subsidiaries; or

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Omni or its Subsidiaries is a party or by which any of them are bound or to which any of their property is subject,

except to the extent such results or occurrences as set forth in this Section 5.3(g) collectively are not material;

(h) this Agreement has been duly authorized, executed and delivered by each of Omni and Omni Subco and all documents to be executed and delivered by Omni and Omni Subco pursuant hereto to 4970 shall be duly executed and delivered and this Agreement constitutes, legal, valid and binding obligations of each of Omni and Omni Subco enforceable against them in accordance with their respective terms;

(i) there are no actions, suits, other legal, administrative or arbitration proceedings or government investigations commenced, pending or to the knowledge of Omni contemplated, at law or in equity or before or by any court or other Governmental Authority and which involve or affect Omni and

its Subsidiaries, which is material and, to the best of the knowledge, information and belief of Omni, there are no grounds upon which any such actions, suits or proceedings may be commenced with a reasonable likelihood of success;

(j) the Omni Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods (except as stated therein) and present fairly, in all material respects, the financial position of Omni, as of the dates provided therein and the results of its operations and the changes in financial position for the periods then ended in accordance with IFRS as at the dates thereof;

(k) no securities commission, stock exchange or similar regulatory authority has issued any order preventing or suspending trading of any securities of Omni or Omni Subco, no such order is, to the knowledge of Omni or Omni Subco, pending, contemplated or threatened and neither of Omni nor Omni Subco are in default of any requirement of Applicable Laws which is material;

(l) to the knowledge of Omni, the information and statements set forth in the Omni Public Documents were true, correct and complete in all material respects and did not contain any Misrepresentation, as of their respective dates, and Omni has not filed any confidential material change reports which continue to be confidential; and

(m) all of the data and information in respect of Omni and Omni Subco provided or disclosed to 4970 or any of its Representatives by or on behalf of Omni was and is accurate and correct in all material respects.

5.4 Indemnification

In the event the Amalgamation does not occur and this Agreement is terminated because of a breach of this Agreement by Omni or Omni Subco, then each of Omni and Omni Subco shall jointly and severally indemnify and save 4970 harmless from all from and against all Losses arising out of or in connection with any breach of any representation or warranty made by them and contained in this Agreement and in any certificate or other material delivered under this Agreement, which shall include reimbursement of 4970 for the costs and expenses (including the reasonable attorney, accountant and other professional fees) incurred by 4970 in connection with negotiation and performance of this Agreement and the related transactions up to a maximum expense reimbursement of $50,000; provided that no obligation on the part of Omni and Omni Subco to indemnify 4970 shall arise until the aggregate amount of all Losses of 4970 in respect of which a claim for indemnity has been made by 4970 exceeds $10,000. .

ARTICLE 6
COVENANTS

6.1 Covenants of 4970

4970 covenants and agrees that, until the earlier of the Effective Date or the date on which this Agreement is terminated in accordance with Article 7 and unless expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws:

(a) 4970 shall not directly or indirectly, do or permit to occur, any of the following unless approved by Omni in writing:

(i) make, commit, or allow commitments to make, any expenditures exceeding, in the aggregate, $10,000;

(ii) issue, sell, pledge, lease, dispose of or encumber, repurchase, redeem or otherwise acquire any 4970 Common Shares or any securities or obligations convertible into, exercisable or exchangeable for, or any options, warrants, calls, or rights of any kind to acquire any 4970 Common Shares or other securities of 4970;

(iii) split, combine or reclassify the 4970 Common Shares or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to the 4970 Common Shares or any other equity interests;

(iv) reorganize, amalgamate, arrange or merge 4970 with any other Person;

(v) reduce the stated capital of 4970;

(vi) except as disclosed in writing to Omni and Omni Subco, acquire or agree to acquire (by merger, amalgamation, arrangement, acquisition of securities or assets or otherwise) any Person or division or any assets or properties, other than in the ordinary course of business consistent with past practices;

(vii) incur or commit to incur any indebtedness for borrowed money, make any loans, advances or capital contributions to any other Person, or issue any debt securities;

(viii) assume, guarantee, endorse or otherwise become liable or responsible (whether directly, contingently or otherwise) for the obligations of any other Person, or enter into or create any mortgages, pledges or security interests with respect to any of the 4970 Assets;

(ix) enter into or modify any employment, severance, collective bargaining or similar Contracts or arrangements with, or grant any bonuses, salary increases, benefit increases, severance, termination pay or any employment related rights, directly or indirectly, to, any present or former directors, officers, employees or consultants, other than pursuant to agreements and arrangements previously entered into;

(x) make any payment to any present or former directors, officers, employees or consultants outside of their ordinary and usual compensation for services provided;

(xi) adopt or amend any bonus, profit sharing, incentive, compensation, stock option, pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or arrangement for the benefit or welfare of any employee;

(xii) enter into any transaction not in the ordinary course of business;

(xiii) conduct any activity or operations that would be otherwise detrimental to the completion of the Amalgamation;

(xiv) pay, discharge or satisfy any material claims, liabilities or obligations, other than in the ordinary course of business consistent with past practices;

(xv) enter into or close any hedge, swap or other like transaction;

(xvi) disclose to any Person, other than Representatives of 4970, any Confidential Information relating to Omni, except for disclosure required to be disclosed by Applicable Laws;

(xvii) take any action that would render, or that reasonably may be expected to render, any material representation or warranty made by it in this Agreement untrue at any time prior to the Effective Time or that reasonably may be expected to prevent or materially impede, interfere with or delay the Amalgamation; and

(xviii) except as may be required by Applicable Laws or to secure any approvals, consents or authorizations necessary to carry out the transactions contemplated by this Agreement, issue any public statements with respect to the transactions contemplated by this Agreement without the prior consent and approval of Omni, acting reasonably; provided that 4970 agrees that this Agreement may be provided to the CSE, be attached to a material change report, and be filed publicly on SEDAR and as may otherwise be required by Applicable Laws.

(b) 4970 shall:

(i) use its reasonable commercial efforts to fulfil or cause the fulfillment of the conditions set forth in Sections 4.2 and 4.3 as soon as reasonably possible, to the extent the fulfillment of same is within the control of 4970;

(ii) take corporate actions only to the extent that such actions are consistent with past practice and shall not take any action which may reasonably be expected to breach any of the representations, warranties and covenants of 4970 contained herein or result in a Material Adverse Change of 4970, including, the entering into of employment, consultancy or severance agreements or other arrangements with any director or officer of 4970 without Omni's written consent or as contemplated herein;

(iii) provide to Omni reports on its financial affairs, as may be reasonably requested from time to time by Omni;

(iv) promptly advise Omni and Omni Subco in writing of any: (A) event, condition or circumstance that might be reasonably expected to cause any representation or warranty of 4970 contained in this Agreement to be untrue or inaccurate at the Effective Date (or, in the case of any representation or warranty made as of a specified date, as of such specified date); (B) Material Adverse Effect on 4970, or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on 4970; and (C) material breach by 4970 of any covenant, obligation or agreement contained in this Agreement;

(v) make available and cause to be made available to Omni and its Representatives, as Omni may reasonably request, all documents and Contracts (including any correspondence between 4970 and its advisors or any governmental body and all minute books);

(vi) conduct the 4970 Meeting in compliance with the articles of 4970 and any instrument or policy governing such meeting, and as otherwise required by Applicable Laws;

(vii) if applicable, solicit proxies to be voted at the 4970 Meeting in favour of the matters to be considered at such meeting, including the 4970 Special Resolution;

(viii) make other necessary filings and applications under applicable Canadian federal and provincial laws and regulations required on the part of 4970 in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations;

(ix) use commercially reasonable efforts to cooperate with the Other Party and its tax advisor in structuring the Amalgamation and other transactions contemplated herein to occur in conjunction with the Amalgamation in a tax effective manner and assist the Other Party and its tax advisors in making such investigations and enquiries, as the Other Party and its tax advisors shall consider necessary, acting reasonably; and

(x) in so far as such information is provided by or approved by 4970, ensure that the information in the Listing Statement relating to 4970 is true, correct and complete in all material respects, and does not contain any untrue statement of any Material Fact, nor omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the context in which they are to be made.

6.2 Covenants of Omni

Omni and Omni Subco, as applicable, covenant and agree that, until the earlier of the Effective Date or the date on which this Agreement is terminated in accordance with Article 7, and unless expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws:

(a) Omni and Omni Subco, as applicable, shall not directly or indirectly, do or permit to occur, any of the following unless approved by 4970 in writing:

(i) conduct any activity or operations that would be detrimental to the completion of the Amalgamation;

(ii) take any action that would render, or that reasonably may be expected to render, any material representation or warranty made by it in this Agreement untrue at any time prior to the Effective Time or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation;

(iii) disclose to any Person, other than Representatives of Omni and Omni Subco, any Confidential Information relating to 4970 required to be disclosed by Applicable Laws; or

(iv) except as may be required by law or to secure any approvals, consents or authorizations necessary to carry out the transactions contemplated by this Agreement; issue any public statements with respect to the transactions contemplated by this Agreement without the prior consent and approval of 4970; provided that Omni and Omni Subco agree that this Agreement may be provided to the 4970 Shareholders and be filed publicly as otherwise may be required by Applicable Laws.

(b) Each of Omni and Omni Subco shall, as applicable:

(i) use its reasonable commercial efforts to fulfil or cause the fulfilment of the conditions set forth in Sections 4.1 and 4.3 as soon as reasonably possible, to the extent the fulfilment of same is within the control of Omni;

(ii) use its reasonable commercial efforts to complete the Dreamfields Transaction in an expeditious manner;

(iii) use its reasonable commercial efforts to ensure the payment of the 4970 Counsel's Fees into the trust account of 4970 Counsel for 4970 in advance of the Effective Date and execute such documentation as may be required by 4970 and 4970 Counsel, acting

reasonably, to allow the release of such trust funds to 4970 Counsel immediately after Closing;

(iv) shall not take any action which may reasonably be expected to result in a Material Adverse Change of Omni, Omni Subco or Omni California;

(v) promptly advise 4970 in writing of any: (A) event, condition or circumstance that might be reasonably expected to cause any representation or warranty of Omni or Omni Subco contained in this Agreement to be untrue or inaccurate at the Effective Date (or, in the case of any representation or warranty made as of a specified date, as of such specified date); (B) Material Adverse Effect on Omni or Omni Subco, or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on Omni or Omni Subco; and (C) material breach by Omni or Omni Subco of any covenant, obligation or agreement contained in this Agreement;

(vi) make other necessary filings and applications under applicable Canadian federal and provincial laws and regulations required on the part of Omni in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations;

(vii) use commercially reasonable efforts to cooperate with the Other Party and its tax advisor in structuring the Amalgamation and other transactions contemplated herein to occur in conjunction with the Amalgamation in a tax effective manner and assist the Other Party and its tax advisors in making such investigations and enquiries, as the Other Party and its tax advisors shall consider necessary, acting reasonably; and

(viii) use its reasonable commercial efforts to conduct its affairs so that all of the representations and warranties of Omni and Omni Subco contained herein, shall be true and correct on and as of the Effective Date as if made thereon, except as otherwise contemplated herein above.

ARTICLE 7
TERMINATION

7.1 Mutual Agreement

This Agreement may, prior to the filing of the Amalgamation Application, be terminated by mutual written agreement of the Parties, without further action on the part of the 4970 Shareholders.

7.2 Termination by 4970

Notwithstanding any other rights contained herein, 4970 may terminate this Agreement; provided that it is not materially in default of any of its representations, warranties or covenants under this Agreement, upon notice to Omni and Omni Subco:

(a) if the Amalgamation is not approved by the 4970 Shareholders in accordance with the terms of the Applicable Laws prior to the Effective Date;

(b) if a Material Adverse Change in respect of Omni shall have occurred after the date of this Agreement;

(c) if Omni shall be in breach of any of its covenants, agreements or representations and warranties contained herein that would have a Material Adverse Effect on Omni and Omni Subco or on the ability of the Parties to consummate the transactions contemplated hereby and Omni or Omni Subco, as applicable, fails to cure such breach within five (5) Business Days after receipt of written notice thereof from 4970 (except that no cure period shall be provided for a breach which by its nature cannot be cured); or

(d) upon a right of termination of this Agreement by 4970 arising pursuant to Sections 4.1 and 4.3.

7.3 Termination by Omni and Omni Subco

Notwithstanding any other rights contained herein, each of Omni and Omni Subco may terminate this Agreement provided that it is not materially in default of any of its representations, warranties or covenants under this agreement, upon notice to 4970:

(a) if the Amalgamation is not approved by 4970 Shareholders in accordance with the terms of the Applicable Laws prior to the Effective Date;

(b) if a Material Adverse Change in respect of 4970 shall have occurred after the date of this Agreement;

(c) if 4970 shall be in breach of any of its covenants, agreements or representations and warranties contained herein that would have a Material Adverse Effect on 4970 or on the ability of the Parties to consummate the transactions contemplated hereby and 4970 fails to cure such breach within five (5) Business Days after receipt of written notice thereof from Omni (except that no cure period shall be provided for a breach which by its nature cannot be cured); or

(d) upon a right of termination of this Agreement by Omni and Omni Subco arising pursuant to Sections 4.2 and 4.3.

7.4 No Prejudice

The exercise by any Party of any right of termination hereunder shall be without prejudice to any other remedy available to such Party.

7.5 Return of Materials

If this Agreement is validly terminated pursuant to any provision of this Agreement, each Party shall return all materials and copies of all materials delivered to the Other Party, or its Representatives and, except for the obligations set forth in Sections 5.2, 5.4 and 10.3 (which shall survive any termination of this Agreement and continue in full force and effect), no Party shall have any further obligations to any Other Party hereunder with respect to this Agreement. The covenants contained in this Section 7.5 shall survive any termination of this Agreement and continue in full force and effect.

ARTICLE 8
NOTICES

8.1 General

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to any Other Party shall be in writing and may be given by delivering same or sending

same by facsimile transmission, email or by hand delivery addressed to the Party to whom the notice is to be given at its address for service herein. 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 and, if not, 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 actually 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.

8.2 Address for Service

The address for service of each of the Parties shall be as follows:

(a) if to Omni or Omni Subco:

Omni Commerce Corp.
1040 West Georgia Street, Suite 1170
Vancouver, British Columbia, V6E 4H1

Attention: President
Email: pclausi@brantcapital.ca

with a copy to:

Lotz & Company
1040 West Georgia Street, Suite 1170
Vancouver, British Columbia, V6E 4H1

Attention: Jonathan Lotz
Email: jlotz@lotzandco.com

(b) if to 4970:

1204970 B.C. Ltd.
1055 West Georgia Street, Suite 1500
Vancouver, British Columbia, V6E 4N7

Attention: President
Email: morganrgood@gmail.com

with a copy to:

McMillan LLP
1055 West Georgia Street, Suite 1500
Vancouver, British Columbia, V6E 4N7

Attention: Thomas Deutsch
Email: thomas.deutsch@mcmillan.ca

ARTICLE 9
PRIVACY MATTERS

9.1 Definitions

For the purposes of this Article 9, the following definitions shall apply:

(a) "**applicable privacy laws**" means any and all Applicable Laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law, including the *Personal Information Protection Act* (British Columbia); and

(b) "**Personal Information**" means information about an individual transferred to a Party by the Other Party in accordance with this Agreement and/or as a condition of the Amalgamation.

9.2 Covenants

(a) Each Party acknowledges that it is responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of Personal Information acquired by or disclosed to any Party pursuant to or in connection with this Agreement (in this Section 9.2, the "**Disclosed Personal Information**").

(b) No Party shall use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Amalgamation.

(c) Each Party acknowledges and confirms that the disclosure of Personal Information is necessary for the purposes of determining if the Parties shall proceed with the Amalgamation, and that the disclosure of Personal Information relates solely to the carrying on of the business and the completion of the Amalgamation.

(d) Each Party acknowledges and confirms that it has and shall continue to employ appropriate technology and procedures in accordance with Applicable Laws to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.

(e) Each Party shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Party's obligations hereunder. Each Party shall ensure that access to the Disclosed Personal Information shall be restricted to those employees or advisors of the respective Party who have a *bona fide* need to access to such information in order to complete the Amalgamation.

(f) Each Party shall promptly notify the Other Party of all inquiries, complaints, requests for access, and claims of which the Party is made aware in connection with the Disclosed Personal Information. The Parties shall fully co-operate with one another, with the Persons to whom the Disclosed Personal Information relates, and any authorized authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access and claims.

(g) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of a Party, the Other Party shall forthwith cease all use of the Personal Information acquired by such Other Party in connection with this Agreement and shall return to the requesting Party or, at the requesting Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies).

ARTICLE 10
GENERAL

10.1 Entire Agreement

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

10.2 Amendment

This Agreement may, at any time and from time to time before or after the date of approval of the 4970 Special Resolution be amended by written agreement of the Parties without further notice to or authorization on the part of their respective securityholders, and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation, term or provision contained herein or in any document delivered pursuant hereto; or

(c) waive compliance with or modify any of the covenants or conditions herein contained and waive or modify performance of any of the obligations of the Parties;

provided that any such amendment may not reduce or materially adversely affect the consideration to be received by the 4970 Shareholders.

10.3 Confidentiality

(a) At all times prior to the Effective Time, all documents and information received by a Party (in this Section 10.3, the "**Recipient Party**") from the Other Party (in this Section 10.3, the "**Disclosing Party**") and their respective Representatives, in connection with the transactions contemplated herein ("**Confidential Information**") shall be treated by the Recipient Party as confidential and shall not be disclosed to any other Person (other than the Recipient Party's Representatives) except in order to comply with any Applicable Laws; provided that, in the event that the Recipient Party receives a request or is legally required to disclose Confidential Information, it shall notify the Disclosing Party of such request or requirement and the Disclosing Party may, at its own expense, seek to obtain any protective order to prevent or limit such disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation; provided further that, all monetary damages shall be limited to actual direct damages.

(b) Notwithstanding the foregoing, "Confidential Information" shall not include information that: (i) was already in the public domain at the time furnished or that subsequently becomes part of the

public domain through no act or omission by a Party or its Representatives in violation of this Agreement or any other confidentiality obligation; (ii) was in the Recipient Party's possession at the time furnished and was not directly or indirectly acquired by the Recipient Party under an obligation of confidence owed directly or indirectly to the Disclosing Party (whether arising by way of contract, legal, equitable or fiduciary obligation or otherwise); or (iii) was acquired by the Recipient Party on a non-confidential basis from a source other than the Disclosing Party or its Representatives (provided that same source is not, to the Recipient Party's knowledge, bound by a confidentiality agreement with the Disclosing Party or any of its Representatives).

10.4 Public Communications

Each of the Parties agree to consult with the Other Party prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Amalgamation or making any filing with any Governmental Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Amalgamation, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the Other Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws. If such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the Other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

10.5 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

(a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and

(b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

10.6 Further Assurances

Each Party shall, 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.

10.7 Costs

Except as contemplated herein and in particular, respecting 4970 Counsel's Fees; which shall be advanced and paid in accordance with the terms, and subject to the conditions, of Section 6.2(b)(iii), each Party covenants and agrees to bear its own costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby.

10.8 Time

Time shall be of the essence in this Agreement.

10.9 Governing Law

This Agreement shall be governed by, and be construed in accordance with the laws of the Province of British Columbia and applicable laws of Canada but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia. Each Party hereby irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

10.10 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.

10.11 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 may not be assigned by any Party without the prior consent of the Other Party.

10.12 Execution in Counterparts

This Agreement may be executed in counterparts and by facsimile or other means of electronic communication capable of producing a printed copy and each counterpart shall be deemed to be an original and all of which together shall be deemed to constitute one and the same instrument.

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

OMNI COMMERCE CORP.

Per: *"Peter M. Clausi"*
Name: Peter M. Clausi
Title: President and CEO

1204970 B.C. LTD.

Per: *"Leighton Bocking"*
Name: Leighton Bocking
Title: Director

1230165 B.C. LTD.

Per: *"Peter M. Clausi"*
Name: Peter M. Clausi
Title: CEO

SCHEDULE A

ARTICLES OF AMALCO

See attached.

Incorporation number: _____

_____ B.C. Ltd.
(the "Company")

ARTICLES

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1. INTERPRETATION

1.1 Definitions. In these Articles, unless the context otherwise requires:

(1) "appropriate person" has the meaning ascribed thereto in the *Securities Transfer Act*;

(2) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;

(3) "*Business Corporations Act*" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(4) "*Interpretation Act*" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(5) "legal personal representative" means the personal or other legal representative of a shareholder;

(6) "protected purchaser" has the meaning ascribed thereto in the *Securities Transfer Act*;

(7) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register;

(8) "seal" means the seal of the Company, if any;

(9) "securities legislation" means statutes concerning the regulation of securities markets and trading in securities and the regulations, rules, forms and schedules under those statutes, all as amended from time to time, and the blanket rulings and orders, as amended from time to time, issued by the securities commissions or similar regulatory authorities appointed under or pursuant to those statutes; "Canadian securities legislation" means the securities legislation in any province or territory of Canada and includes the *Securities Act* (British Columbia); and "U.S. securities legislation" means the securities legislation in the federal jurisdiction of the United States and in any state of the United States and includes the *Securities Act of 1933* and the *Securities Exchange Act of 1934*; and

(10) "*Securities Transfer Act*" means the *Securities Transfer Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable. The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict or inconsistency between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

1.3 Extended Meanings. Words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing a person include an individual, partnership, association, body corporate, unincorporated organization, trustee, executor, administrator and legal representative.

1.4 Imperative. "Will" is to be construed as imperative.

1.5 Documents in Writing. Expressions referring to writing include references to printing, lithographing, typewriting, photography, and other modes of representing or reproducing words in a visible form.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure. The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate. Each share certificate issued by the Company will comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment. Unless the shares of which the shareholder is the registered owner are uncertificated shares within the meaning of the *Business Corporations Act*, each shareholder is entitled, without charge, to (i) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (ii) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgment and delivery of a share certificate or acknowledgment to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all.

2.4 Delivery by Mail. Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement. If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is worn out or defaced, they will, on production to them of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they think fit:

(1) order the share certificate or acknowledgment to be cancelled; and

(2) issue a replacement share certificate or acknowledgment.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment. If a person entitled to a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate claims that the share certificate or acknowledgment has been lost, stolen or destroyed, the Company will issue a new share certificate or acknowledgement, as the case may be, if that person:

(1) so requests before the Company has notice that the share certificate or acknowledgement has been acquired by a protected purchaser;

(2) provides the Company with an indemnity bond sufficient in the Company's judgment to protect the Company from any loss that the Company may suffer by issuing a new certificate or acknowledgement; and

(3) satisfies any other reasonable requirements imposed by the directors.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, stolen or apparently destroyed if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the shares represented by the certificate before receiving a notice of the loss, theft or apparent destruction of the share certificate.

2.7 Recovery of New Share Certificate. If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights under the indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

2.8 Splitting Share Certificates. If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as represented by the share certificate so surrendered, the Company will cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.9 Certificate Fee. There will be paid as a fee to the Company, in relation to the issuance of any share certificate under Articles 2.5, 2.6 or 2.8, the amount, if any, determined by the directors, which will not exceed the amount prescribed under the *Business Corporations Act*.

2.10 Recognition of Trusts. Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized. Subject to the *Business Corporations Act* and the rights, if any, of the holders of issued shares of the Company, the Company may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value will be equal to or greater than the par value of the share.

3.2 Commissions and Discounts. The Company may at any time pay a reasonable commission or

allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3 Brokerage. The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue. Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid. A share is fully paid when:

(1) consideration is provided to the Company for the issue of the share by one or more of the following:

(a) past services performed for the Company;

(b) property; or

(c) money; and

(2) the directors have determined that the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights. Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options, convertible debentures and rights upon such terms and conditions as the directors determine, which share purchase warrants, options, convertible debentures and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register. As required by and subject to the *Business Corporations Act*, the Company will maintain a central securities register. The directors may, subject to the *Business Corporations Act*, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2 Closing Register. The Company will not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers. The Company will register a transfer of a share of the Company if either:

(1) the Company or the transfer agent or registrar for the class or series of shares to be transferred has received:

(a) in the case where the Company has issued a share certificate in respect of the share to be

transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;

(b) in the case of a share that is not represented by a share certificate (including an uncertificated share within the meaning of the *Business Corporations Act* and including the case where the Company has issued a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate in respect of the share to be transferred), a written instrument of transfer made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and

(c) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of shares to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser; or

(2) all the preconditions for a transfer of a share under the *Securities Transfer Act* have been met and the Company is required under the *Securities Transfer Act* to register the transfer.

5.1A Waivers of Requirements for Transfer. The Company may waive any of the requirements set out in Article 5.1(1) and any of the preconditions referred to in Article 5.1(2).

5.2 Form of Instrument of Transfer. The instrument of transfer in respect of any share of the Company will be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the Company or the transfer agent for the class or series of shares to be transferred.

5.3 Transferor Remains Shareholder. Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer. If a shareholder, or his duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified but share certificates are deposited with the instrument of transfer, all the shares represented by such share certificates:

(1) in the name of the person named as transferee in that instrument of transfer; or

(2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required. Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the

instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee. There will be paid as a fee to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death. In the case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the directors may require the original grant of probate or letters of administration or a court certified copy of them or the original or a court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of the death under which title to the shares or securities is claimed to vest.

6.2 Rights of Legal Personal Representative. The legal personal representative of a shareholder has the rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, if appropriate evidence of appointment or incumbency within the meaning of Section 87 of the *Securities Transfer Act* has been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

7. ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares. Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series of shares, and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase, redeem or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

7.2 No Purchase, Redemption or Other Acquisition When Insolvent. The Company will not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(1) the Company is insolvent; or

(2) making the payment or providing the consideration would render the Company insolvent.

7.3 Redemption of Shares. If the Company proposes to redeem some but not all of the shares of any class, the directors may, subject to any special rights or restrictions attached to such class of shares, determine the manner in which the shares to be redeemed will be selected.

7.4 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares. If the Company retains a share which it has redeemed, purchased or otherwise acquired, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(1) is not entitled to vote the share at a meeting of its shareholders;

(2) will not pay a dividend in respect of the share; and

(3) will not make any other distribution in respect of the share.

8. BORROWING POWERS

8.1 Powers of Company. The Company, if authorized by the directors, may:

(1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the directors consider appropriate;

(2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate;

(3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

8.2 Bonds, Debentures or Debt. Any bonds, debentures or other debt obligations of the Company may be issued at a discount, premium or otherwise, or with special privileges as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at general meetings of the Company, appointment of directors or otherwise and may, by their terms, be assignable free from any equities between the Company and the person to whom they were issued or any subsequent holder thereof, all as the directors may determine.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure. Subject to Article 9.2 and the *Business Corporations Act*, the Company may:

(1) by directors' resolution or by ordinary resolution, in each case as determined by the directors:

(a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(d) if the Company is authorized to issue shares of a class of shares with par value:

(i) decrease the par value of those shares; or

(ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value; or

(f) alter the identifying name of any of its shares; and

(2) by ordinary resolution otherwise alter its shares or authorized share structure;

and, if applicable, alter its Notice of Articles and, if applicable, alter its Articles, accordingly.

9.2 Special Rights or Restrictions. Subject to the *Business Corporations Act*, the Company may:

(1) by directors' resolution or by ordinary resolution, in each case as determined by the directors:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, if none of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, if none of those shares have been issued; and

(2) by special resolution of the shareholders of the class or series affected, do any of the acts in section (1) above, if any of the shares of the class or series of shares have been issued;

and alter its Notice of Articles and Articles accordingly.

9.3 Change of Name. The Company may by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize an alteration to its Notice of Articles in order to change its name and may, by directors' resolution or ordinary resolution, in each case as determined by the directors, adopt or change any translation of that name.

9.4 Other Alterations. The Company, save as otherwise provided by these Articles and subject to the *Business Corporations Act*, may:

(1) by directors' resolution or by ordinary resolution, in each case as determined by the directors, authorize alterations to the Articles that are procedural or administrative in nature or are matters that pursuant to these Articles are solely within the directors' powers, control or authority; and

(2) if the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, by ordinary resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings. Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company will hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that will hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2 Resolution Instead of Annual General Meeting. If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders will, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders. The directors may, at any time, call a meeting of shareholders to be held at such time and place as may be determined by the directors.

10.4 Location of Meetings of Shareholders. A meeting of the Company may be held:

(1) in the Province of British Columbia; or

(2) at another location outside British Columbia if that location is:

(a) approved by resolution of the directors before the meeting is held; or

(b) approved in writing by the Registrar of Companies before the meeting is held.

10.5 Notice for Meetings of Shareholders. Subject to Article 10.2, the Company will send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution, and any notice to consider approving an amalgamation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by directors' resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

10.6 Notice of Resolution to which Shareholders May Dissent. The Company will send to each of its shareholders, whether or not their shares carry the right to vote, a notice of any meeting of shareholders at which a resolution entitling shareholders to dissent is to be considered specifying the date of the meeting and containing a statement advising of the right to send a notice of dissent together with a copy of the proposed resolution at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

10.7 Record Date for Notice. The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date will not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. The record date will not precede the date on which the meeting is held by fewer than:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.8 Record Date for Voting. The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date will not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.9 Failure to Give Notice and Waiver of Notice. The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.10 Notice of Special Business at Meetings of Shareholders. If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting or a circular prepared in connection with the meeting will:

(1) state the general nature of the special business; and

(2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

    (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

    (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business. At a meeting of shareholders, the following business is special business:

(1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting; and

(2) at an annual general meeting, all business is special business except for the following:

(a) business relating to the conduct of or voting at the meeting;

(b) consideration of any financial statements of the Company presented to the meeting;

(c) consideration of any reports of the directors or auditor;

(d) the setting or changing of the number of directors;

(e) the election or appointment of directors;

(f) the appointment of an auditor;

(g) the setting of the remuneration of an auditor;

(h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution; and

(i) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority. The majority of votes required for the Company to pass a special resolution at a general meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Quorum. Subject to the special rights or restrictions attached to the shares of any class or series of shares and to Article 11.4, the quorum for the transaction of business at a meeting of shareholders is one person who is, or who represents by proxy, one or more shareholders who, in the aggregate, hold at least one-twentieth of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum. If there is only one shareholder entitled to vote at a meeting of shareholders:

(1) the quorum is one person who is, or who represents by proxy, that shareholder; and

(2) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Persons Entitled to Attend Meeting. In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president, the secretary, the assistant secretary, any lawyer for the Company, the auditor of the Company,

any persons invited to be present at the meeting by the directors or by the chairman of the meeting and any persons entitled or required under the *Business Corporations Act* or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum. No business, other than the election of a chairman of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7 Lack of Quorum. If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved; and

(2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting. If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting will constitute a quorum.

11.9 Chairman. The following individual is entitled to preside as chairman at a meeting of shareholders:

(1) the chairman of the board, if any; or

(2) if the chairman of the board is absent or unwilling to act as chairman of the meeting, the president, if any.

11.10 Selection of Alternate Chairman. If, at any meeting of shareholders, there is no chairman of the board or president present within 15 minutes after the time set for holding the meeting, or if the chairman of the board and the president are unwilling to act as chairman of the meeting, or if the chairman of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present will choose a director, officer or corporate counsel to be chairman of the meeting or if none of the aforesaid persons are present or if they decline to act as chairman, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments. The chairman of a meeting of shareholders may, and if so directed by the meeting will, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting. It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when

a meeting is adjourned for 30 days or more, notice of the adjourned meeting will be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll. Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chairman or demanded by any shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result. The chairman of a meeting of shareholders will declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision will be entered in the minutes of the meeting. A declaration of the chairman that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chairman or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded. No motion proposed at a meeting of shareholders need be seconded unless the chairman of the meeting rules otherwise, and the chairman of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote. In the case of an equality of votes, the chairman of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chairman may be entitled as a shareholder.

11.17 Manner of Taking Poll. Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

(1) the poll will be taken:

(a) at the meeting, or within seven days after the date of the meeting, as the chairman of the meeting directs; and

(b) in the manner, at the time and at the place that the chairman of the meeting directs;

(2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(3) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment. A poll demanded at a meeting of shareholders on a question of adjournment will be taken immediately at the meeting.

11.19 Chairman Will Resolve Dispute. In the case of any dispute as to the admission or rejection of a vote given on a poll, the chairman of the meeting will determine the dispute, and his determination made in good faith is final and conclusive.

11.20 Casting of Votes. On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 No Demand for Poll on Election of Chairman. No poll may be demanded in respect of the vote by which a chairman of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting. The demand for a poll at a meeting of shareholders does not, unless the chairman of the meeting so rules, prevent the continuation of the meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies. The Company will, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxy holder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares. Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity. A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chairman of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Shareholders. If there are joint shareholders registered in respect of any share:

(1) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(2) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders. Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders registered in respect of that share.

12.5 Representative of a Corporate Shareholder. If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

(1) for that purpose, the instrument appointing a representative will be received:

(a) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(b) at the meeting or any adjourned meeting, by the chairman of the meeting or adjourned meeting or by a person designated by the chairman of the meeting or adjourned meeting;

(2) if a representative is appointed under this Article 12.5:

(a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages. Notwithstanding the foregoing, a corporation that is a shareholder may appoint a proxy holder.

12.6 When Proxy Holder Need Not Be Shareholder. A person will not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(1) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(2) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting;

(3) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or

(4) the Company is a public company or is a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of these Articles or to which the Statutory Reporting Company Provisions apply.

12.7 When Proxy Provisions Do Not Apply to the Company. If and for so long as the Company is a public company or is a pre-existing reporting company which has the Statutory Reporting Company

Provisions as part of these Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.8 to 12.16 apply only insofar as they are not inconsistent with any Canadian securities legislation applicable to the Company, any U.S. securities legislation applicable to the Company or any rules of an exchange on which securities of the Company are listed.

12.8 Appointment of Proxy Holders. Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.9 Alternate Proxy Holders. A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.10 Deposit of Proxy. A proxy for a meeting of shareholders will:

(1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(2) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chairman of the meeting or adjourned meeting or by a person designated by the chairman of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote. A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(2) at the meeting or any adjourned meeting, by the chairman of the meeting or adjourned meeting, before any vote, in respect of which the proxy has been given, has been taken.

12.12 Form of Proxy. A proxy, whether for a specified meeting or otherwise, will be either in the following form or in any other form approved by the directors or the chairman of the meeting:

[name of company]
(the "Company")

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on

[month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned):

Signed *[month, day, year]*

_____
[Signature of shareholder]

_____
[Name of shareholder—printed]

12.13 Revocation of Proxy. Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is received:

(1) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(2) at the meeting or any adjourned meeting, by the chairman of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.14 Revocation of Proxy Will be Signed. An instrument referred to in Article 12.13 will be signed as follows:

(1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument will be signed by the shareholder or his legal personal representative or trustee in bankruptcy; or

(2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument will be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Chairman May Determine Validity of Proxy. The chairman of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Part 12 as to form, execution, accompanying documentation, time of filing or otherwise, will be valid for use at such meeting and any such determination made in good faith will be final, conclusive and binding upon such meeting.

12.16 Production of Evidence of Authority to Vote. The chairman of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors. The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(1) subject to paragraphs (2) and (3) below, the number of directors that is equal to the number of the Company's first directors;

(2) if the Company is a public company, the greater of three and the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4; or

(3) if the Company is not a public company, the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4.

13.2 Change in Number of Directors. If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

(1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number; and

(2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors, subject to Article 14.8, may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy. An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors. A director is not required to hold a share of the Company as qualification for his office but will be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors. The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors. The Company will reimburse each director for the reasonable expenses that he may incur in and about the business of the Company.

13.7 Special Remuneration for Directors. If any director performs any professional or other services

for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director. Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting. At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(1) the shareholders entitled to vote at the annual general meeting for the election of directors will elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(2) all the directors cease to hold office immediately before the election or appointment of directors under section (1), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director. No election, appointment or designation of an individual as a director is valid unless:

(1) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;

(2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(3) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Director. If:

(1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or

(2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(3) when his successor is elected or appointed; and

(4) when he otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled. If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies. Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors' Power to Act. The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies. If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors. Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 will not at any time exceed:

(1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director. A director ceases to be a director when:

(1) the term of office of the director expires;

(2) the director dies;

(3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the

Company; or

(4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders. The Company may remove any director before the expiration of his term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors. The directors may remove any director before the expiration of his term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director. Any director (an "appointor") may by notice in writing received by the Company appoint any person (an "appointee") who is qualified to act as a director to be his alternate to act in his place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings. Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his appointor is a member and to attend and vote as a director at any such meetings at which his appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings. A person may be appointed as an alternate director by more than one director, and an alternate director:

(1) will be counted in determining the quorum for a meeting of directors once for each of his appointors and, in the case of an appointee who is also a director, once more in that capacity;

(2) has a separate vote at a meeting of directors for each of his appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity; and

(4) has a separate vote at a meeting of a committee of directors for each of his appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions. Every alternate director, if authorized by the notice appointing him, may sign in place of his appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent. Every alternate director is deemed not to be the agent of his appointor.

15.6 Revocation of Appointment of Alternate Director. An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him.

15.7 Ceasing to be an Alternate Director. The appointment of an alternate director ceases when:

(1) his appointor ceases to be a director and is not promptly re-elected or re-appointed;

(2) the alternate director dies;

(3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(4) the alternate director ceases to be qualified to act as a director; or

(5) his appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director. The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management. The directors will, subject to the *Business Corporations Act* and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company. The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him.

17. INTERESTS OF DIRECTORS AND OFFICERS

17.1 Obligation to Account for Profits. A director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the

director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest. A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum. A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Disclosure of Conflict of Interest or Property. A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, will disclose the nature and extent of the conflict as required by the *Business Corporations Act*.

17.5 Director Holding Other Office in the Company. A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification. No director or intended director is disqualified by his office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer. Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations. A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him as director, officer or employee of, or from his interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors. The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings. Questions arising at any meeting of directors are to be decided by a majority

of votes and, in the case of an equality of votes, the chairman of the meeting does not have a second or casting vote.

18.3 Chairman of Meetings. The following individual is entitled to preside as chairman at a meeting of directors:

(1) the chairman of the board, if any;

(2) in the absence of the chairman of the board or if designated by the chairman, the president, if a director; or

(3) any other director chosen by the directors if:

(a) neither the chairman of the board nor the president is present at the meeting within 15 minutes after the time set for holding the meeting;

(b) neither the chairman of the board nor the president is willing to chair the meeting; or

(c) the chairman of the board and the president have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium. A director may participate in a meeting of the directors or of any committee of the directors:

(1) in person;

(2) by telephone; or

(3) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings. A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director will, call a meeting of the directors at any time.

18.6 Notice of Meetings. Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1 or as provided in Article 18.7, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting will be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required. It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(1) the meeting is to be held immediately following a meeting of shareholders at which that director

was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(2) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice. The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings. Any director or alternate director may send to the Company a document signed by him waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director or, unless the director otherwise requires by notice in writing to the Company, to his alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director. Attendance of a director or alternate director at a meeting of directors is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

18.10 Quorum. The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at a majority of directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective. Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing. A resolution of the directors or of any committee of the directors may be passed without a meeting:

(1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or

(2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Article 18.12 may be by any written instrument, fax, email or any other method of transmitting legibly recorded messages in which the consent of the director is evidenced. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of the directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee. The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and, during the intervals between meetings of the board of directors, all of the directors' powers are delegated to the executive committee, except:

(1) the power to fill vacancies in the board of directors;

(2) the power to remove a director;

(3) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees. The directors may, by resolution:

(1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(2) delegate to a committee appointed under section (1) any of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) the power to appoint or remove officers appointed by the directors; and

(3) make any delegation referred to in section (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees. Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, will:

(1) conform to any rules that may from time to time be imposed on it by the directors; and

(2) report every act or thing done in exercise of those powers at such times and in such manner and form as the directors may require.

19.4 Powers of Board. The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(2) terminate the appointment of, or change the membership of, the committee; and

(3) fill vacancies in the committee.

19.5 Committee Meetings. Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) the committee may meet and adjourn as it thinks proper;

(2) the committee may elect a chairman of its meetings but, if no chairman of a meeting is elected, or if at a meeting the chairman of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(3) a majority of the members of the committee constitutes a quorum of the committee; and

(4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in the case of an equality of votes, the chairman of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers. The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2 Functions, Duties and Powers of Officers. The directors may, for each officer:

(1) determine the functions and duties of the officer;

(2) delegate to the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications. No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chairman of the board or as the managing director will be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment. All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1 Definitions. In this Article 21:

(1) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(2) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

(a) is or may be joined as a party; or

(b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding; and

(3) "expenses" has the meaning ascribed thereto in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Eligible Parties. The directors will cause the Company to indemnify its directors and officers, former directors and officers and alternate directors, and their respective heirs and personal or other legal representatives to the greatest extent permitted by the *Business Corporations Act*. Without limiting the generality of the foregoing and subject to the *Business Corporations Act*, the Company will indemnify a director, former director or alternate director of the Company and his heirs and legal or personal representatives against all eligible penalties to which such person is or may be liable, and the Company will, as and when payable, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Permitted Indemnification. Subject to any restrictions in the *Business Corporations Act* and these Articles, the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*. The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles or, if applicable, any former *Companies Act* or former Articles, does not invalidate any indemnity to which he is entitled under this Part 21.

21.5 Company May Purchase Insurance. The Company may purchase and maintain insurance for the benefit of any person (or his heirs or legal personal representatives) who:

(1) is or was a director, alternate director, officer, employee or agent of the Company;

(2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity; or

(4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights. The provisions of this Part 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends. Subject to the *Business Corporations Act,* the directors may from time to time declare and authorize payment of such dividends as they may deem appropriate.

22.3 No Notice Required. The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date. The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date will not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend. A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

22.6 Settlement of Difficulties. If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(1) set the value for distribution of specific assets;

(2) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable. Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares. All dividends on shares of any class or series of shares will be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders. If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest. No dividend bears interest against the Company.

22.11 Fractional Dividends. If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends. Any dividend or other distribution payable in money in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Retained Earnings or Surplus. Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

23. ACCOUNTING RECORDS AND AUDITOR

23.1 Recording of Financial Affairs. The directors will cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records. Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

23.3 Remuneration of Auditors. The directors may set the remuneration of the auditor of the Company. If the directors so decide, the remuneration of the auditor will be determined by the shareholders.

24. NOTICES

24.1 Method of Giving Notice. Unless the *Business Corporations Act* or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

(1) mail addressed to the person at the applicable address for that person as follows:

(a) for a record mailed to a shareholder, the shareholder's registered address;

(b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class; or

(c) in any other case, the mailing address of the intended recipient;

(2) delivery at the applicable address for that person as follows, addressed to the person:

(a) for a record delivered to a shareholder, the shareholder's registered address;

(b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class; or

(c) in any other case, the delivery address of the intended recipient;

(3) unless the intended recipient is the auditor of the Company, sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(4) unless the intended recipient is the auditor of the Company, sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class; or

(5) physical delivery to the intended recipient.

24.2 Deemed Receipt. A notice, statement, report or other record that is:

(1) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing;

(2) faxed to a person to the fax number provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and

(3) emailed to a person to the email address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was emailed on the date it was emailed.

24.3 Certificate of Sending. A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders. A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Legal Personal Representatives and Trustees. A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(1) mailing the record, addressed to them:

(a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

24.6 Undelivered Notices. If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Article 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company will not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his new address.

25. SEAL

25.1 Who May Attest Seal. Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, will not be impressed on any record except when that impression is attested by the signatures of:

(1) any two directors;

(2) any officer, together with any director;

(3) if the Company has only one director, that director; or

(4) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies. For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the directors.

25.3 Mechanical Reproduction of Seal. The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Article 25.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions. In this Article 26:

(1) "designated security" means:

(a) a voting security of the Company;

(b) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or

(c) a security of the Company convertible, directly or indirectly, into a security described in paragraph (a) or (b);

(2) "security" has the meaning ascribed thereto in the *Securities Act* (British Columbia); and

(3) "voting security" means a security of the Company that:

(a) is not a debt security, and

(b) carries a voting right either under all circumstances or under some circumstances that have occurred and are continuing.

26.2 Application. Article 26.3 does not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

26.3 Consent Required for Transfer of Shares or Designated Securities. No share or designated security may be sold, transferred or otherwise disposed of without the consent of the directors and the directors are not required to give any reason for refusing to consent to any such sale, transfer or other disposition.

Full name and signature of incorporator	Date of signing
_____ JOHN VELTHEER	_____

SCHEDULE B

4970 SPECIAL RESOLUTION

"BE IT RESOLVED, as a special resolution, that:

1. the amalgamation (the "**Amalgamation**") pursuant to the provisions of the *Business Corporations Act* (British Columbia) substantially in the form as provided for in the amalgamation agreement (the "**Amalgamation Agreement**"), among Omni Commerce Corp. ("**Omni**"), 1204970 B.C. Ltd. ("**4970**") and 1230165 B.C. Ltd., a wholly-owned subsidiary of Omni, be and is hereby authorized and approved;

2. notwithstanding that the above resolution has been duly passed by the shareholders of 4970, the board of directors of 4970 may agree to amend the Amalgamation Agreement (to the extent permitted in the Amalgamation Agreement) or decide not to proceed with the Amalgamation or revoke this resolution at any time prior to the issuance of the certificate giving effect to the Amalgamation without further approval of the shareholders of 4970;

3. any one director or officer of 4970 (the "**Authorized Officer**") be, and is hereby, authorized and directed, at any time and from time to time, to do all such things and acts and to execute and deliver all such applications, documents and instruments in writing for and on behalf of 4970 as may be necessary or advisable in order to give effect to and, generally, carry out the intent of these resolutions, including, without limitation, the Amalgamation Agreement, under its corporate seal or otherwise, on such terms and conditions and in such form deemed necessary or desirable and approved by such Authorized Officer with such changes, modifications and amendments thereto as such Authorized Officer may in such officer's discretion approve, which approval shall be conclusively evidenced by the execution of such agreements, instruments and documents, and all the documents and agreements contemplated therein and to the extent that any such agreements, instruments and documents were executed prior to the date hereof, the execution thereof by any such Authorized Officer be, and is hereby, approved, ratified and confirmed; and

4. the Authorized Officer be, and is hereby, authorized and directed to take all such further actions, execute and deliver such further applications, documents and instruments in writing and do all such other acts and things as in such officer's opinion may be necessary or desirable in the name and on behalf of the Company, under its corporate seal or otherwise, to give effect to the foregoing resolutions and the transactions contemplated thereby and hereby, and generally, the Amalgamation, which opinion shall be conclusively evidenced by the taking of such further actions, the execution and delivery of such further applications, documents and instruments and the doing of such other acts and things."

SCHEDULE C

AMALGAMATION APPLICATION

See attached.

BC Limited Company

AMALGAMATION APPLICATION

BUSINESS CORPORATIONS ACT, section 266

BC Registry Services

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

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

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

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

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

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

What kind of company(ies) will be involved in this amalgamation?
(Check all applicable boxes.)

- [x] BC company
- [ ] BC unlimited liability company

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

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

OR

- [x] The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

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

  The name of the amalgamating company being adopted is:

  _____

  The incorporation number of that company is: _____

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

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

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

OR

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

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

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

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

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

E AMALGAMATING CORPORATIONS

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

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. 1204970 B.C. LTD.	BC1204970	
2. 1230165 B.C. LTD.	BC1230165	
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

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

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

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

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

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

NOTICE OF ARTICLES

A NAME OF COMPANY

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

B TRANSLATION OF COMPANY NAME

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

C DIRECTOR NAME(S) AND ADDRESS(ES)

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

LAST NAME	FIRST NAME	MIDDLE NAME
Veltheer	John	

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS: 1777 Napier Street, Vancouver	BC	Canada	V5L 2N1
MAILING ADDRESS:			

LAST NAME	FIRST NAME	MIDDLE NAME
[To be determined]		

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS:			
MAILING ADDRESS:			

LAST NAME	FIRST NAME	MIDDLE NAME

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS:			
MAILING ADDRESS:			

LAST NAME	FIRST NAME	MIDDLE NAME

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS:			
MAILING ADDRESS:			

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 1170, 1040 West Georgia Street, Vancouver	BC	V6E 4H1

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
Suite 1170, 1040 West Georgia Street, Vancouver	BC	V6E 4H1

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Suite 1170, 1040 West Georgia Street, Vancouver	BC	V6E 4H1

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
Suite 1170, 1040 West Georgia Street, Vancouver	BC	V6E 4H1

F AUTHORIZED SHARE STRUCTURE

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

Schedule "B"

Special Resolution

BE IT RESOLVED, as a special resolution, that:

1. the amalgamation (the "**Amalgamation**") pursuant to the provisions of the *Business Corporations Act* (British Columbia) substantially in the form as provided for in the amalgamation agreement (the "**Amalgamation Agreement**"), among Omni Commerce Corp. ("**Omni**"), 1204970 B.C. Ltd. (the "**Company**") and 1230165 B.C. Ltd., a wholly-owned subsidiary of Omni, be and is hereby authorized and approved;

2. notwithstanding that the above resolution has been duly passed by the shareholders of the Company, the Board of Directors of the Company may agree to amend the Amalgamation Agreement (to the extent permitted in the Amalgamation Agreement) or decide not to proceed with the Amalgamation or revoke this resolution at any time prior to the issuance of the certificate giving effect to the Amalgamation without further approval of the shareholders of the Company;

3. any one officer or director of the Company (the "**Authorized Officer**") be, and is hereby, authorized and directed, at any time and from time to time, to do all such things and acts and to execute and deliver all such applications, documents and instruments in writing for and on behalf of the Company as may be necessary or advisable in order to give effect to and, generally, carry out the intent of these resolutions, including, without limitation, the Amalgamation Agreement, under its corporate seal or otherwise, on such terms and conditions and in such form deemed necessary or desirable and approved by such Authorized Officer with such changes, modifications and amendments thereto as such Authorized Officer may in such Authorized Officer's discretion approve, which approval shall be conclusively evidenced by the execution of such agreements, instruments and documents, and all the documents and agreements contemplated therein, and to the extent that any such agreements, instruments and documents were executed prior to the date hereof, the execution thereof by any such Authorized Officer be, and is hereby, approved, ratified and confirmed; and

4. the Authorized Officer be, and is hereby, authorized and directed to take all such further actions, execute and deliver such further applications, documents and instruments in writing and do all such other acts and things as in such Authorized Officer's opinion may be necessary or desirable in the name and on behalf of the Company, under its corporate seal or otherwise, to give effect to the foregoing resolutions and the transactions contemplated thereby and hereby, and generally, the Amalgamation, which opinion shall be conclusively evidenced by the taking of such further actions, the execution and delivery of such further applications, documents and instruments and the doing of such other acts and things.

Form of Proxy

See the form of Proxy which is provided herewith.

1204970 B.C. LTD.
c/o Suite 1500, 1055 West Georgia Street, Vancouver, British Columbia, Canada, V6E 4N5
Telephone: (604) 506-7665; Email: damienngood@gmail.com

FORM OF PROXY

The undersigned, being a holder (a "**Shareholder**") of Class A Common Shares and/or a Class B Common Shares (each, a "**Common Share**") of 1204970 B.C. Ltd. (the "**Company**"), hereby appoints **Morgan Good**, Chief Executive Officer of the Company, or failing him, **Thomas J. Deutsch**, counsel to the Company, as proxy holder for the undersigned (the "**Proxy Holder**") to attend, act and vote for and on behalf of the undersigned Shareholder at the special meeting of the Company (the "**Meeting**"), to be held at 4302 – 1151 West Georgia St, Vancouver, British Columbia, Canada, V6E 0B3, via conference call at toll free number **(604) 425-1566** with participant pin number **44737**, on Wednesday, April 22, 2020, at 10:00 a.m. (Pacific time), and at any adjournment of that Meeting.

Unless the Proxy Holder receives alternative written instructions from the undersigned Shareholder written on this form of Proxy, the Proxy Holder will vote this Proxy as recommended by the Company's management. The undersigned Shareholder hereby revokes any proxy previously given with respect to the Meeting.

Number of **Class A Common Shares** in respect of which this Proxy is given: _____

Number of **Class B Common Shares** in respect of which this Proxy is given: _____

(*If the number of Common Shares is **not** specified, then this Proxy is given in respect of all Common Shares registered in the name of the undersigned Shareholder*).

Dated: April _____, 2020.

X _____
[*Signature of Shareholder*]

_____
[*Print name of Shareholder*]

Proxies must be completed, signed, and delivered to 1204970 B.C. Ltd., to the attention of Morgan Good, and must be emailed to either damienngood@gmail.com or Sasa.Jarvis@mcmillan.ca. **All Proxies must be received by the Company or by the Company's registered office by no later than 5:00 p.m. (Pacific time) on Tuesday, April 21, 2020**.

_____