CORPORATE ACCESS NUMBER: 2028255277

Government
of Alberta

BUSINESS CORPORATIONS ACT

CERTIFICATE

OF

AMALGAMATION

2825527 ALBERTA LTD.
IS THE RESULT OF AN AMALGAMATION FILED ON 2026/06/24.

Articles of Amalgamation
For
2825527 ALBERTA LTD.

Share Structure:	SEE ATTACHED SCHEDULE A HERETO AND MADE A PART HEREOF
Share Transfers Restrictions:	SEE ATTACHED SCHEDULE B HERETO AND MADE A PART HEREOF
Number of Directors:	
Min Number of Directors:	1
Max Number of Directors:	11
Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE ATTACHED SCHEDULE C HERETO AND MADE A PART HEREOF

Registration Authorized By: DARCY WILL
DIRECTOR

Amalgamate Alberta Corporation - Registration Statement

Alberta Registration Date: 2026/06/24

Corporate Access Number: 2028255277

Business Number:

Service Request Number:	47396402
Alberta Corporation Type:	Numbered Alberta Corporation
Legal Entity Name:	2825527 ALBERTA LTD.
Business Number:	
French Equivalent Name:	
Nuans Number:	
Nuans Date:	
French Nuans Number:	
French Nuans Date:	
REGISTERED ADDRESS	
Street:	2720-308 4 AVE SW
Legal Description:	
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2P0H7
RECORDS ADDRESS	
Street:	2720-308 4 AVE SW
Legal Description:	
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2P0H7
ADDRESS FOR SERVICE BY MAIL	
Post Office Box:	
City:	
Province:	
Postal Code:	
Email Address:	CALCORP@LINMAC.COM
Share Structure:	SEE ATTACHED SCHEDULE A HERETO AND MADE A PART HEREOF
Share Transfers Restrictions:	SEE ATTACHED SCHEDULE B HERETO AND MADE A PART HEREOF
Number of Directors:	
Min Number Of Directors:	1
Max Number Of Directors:	11

Business Restricted To:	NONE
Business Restricted From:	NONE
Other Provisions:	SEE ATTACHED SCHEDULE C HERETO AND MADE A PART HEREOF
Professional Endorsement Provided:	
Future Dating Required:	
Registration Date:	2026/06/24

Agent for Service

Agent for Service Type:	Primary
Last Name:	ZIOLKOWSKI
First Name:	JENINE
Middle Name:	
Firm Name:	LINMAC LLP
Street:	2720-308 4 AVE SW
City:	CALGARY
Province:	ALBERTA
Postal Code:	T2P0H7
Email Address:	CALCORP@LINMAC.COM

Director

Last Name:	WILL
First Name:	DARCY
Middle Name:	
Street/Box Number:	104, 548 LAURA AVENUE
City:	RED DEER
Province:	ALBERTA
Postal Code:	T4E0A5
Country:	
Named On Stat Dec:	

Last Name:	SEBASTIAN
First Name:	TIMOTHY
Middle Name:	J.
Street/Box Number:	104, 548 LAURA AVENUE
City:	RED DEER
Province:	ALBERTA
Postal Code:	T4E0A5
Country:	
Named On Stat Dec:	

Last Name:	VAN SOMEREN
First Name:	JERRY
Middle Name:	
Street/Box Number:	104, 548 LAURA AVENUE
City:	RED DEER
Province:	ALBERTA
Postal Code:	T4E0A5
Country:	
Named On Stat Dec:	

Last Name:	MCPHERSON
First Name:	JAMES
Middle Name:	
Street/Box Number:	104, 548 LAURA AVENUE
City:	RED DEER
Province:	ALBERTA
Postal Code:	T4E0A5
Country:	
Named On Stat Dec:	

Last Name:	MILES
First Name:	PETER
Middle Name:	L.
Street/Box Number:	104, 548 LAURA AVENUE
City:	RED DEER
Province:	ALBERTA
Postal Code:	T4E0A5
Country:	
Named On Stat Dec:	

Amalgamating Corporation

Corporate Access Number	Business Number	Legal Entity Name
2016494722	821476207	GAMEHOST INC.
2028020283	792294977	2802028 ALBERTA LTD.

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
Other Rules or Provisions	ELECTRONIC	2026/06/24
Share Structure	ELECTRONIC	2026/06/24

Restrictions on Share Transfers	ELECTRONIC	2026/06/24
Articles/Plan of Arrangement/Court Order	10000907136512833	2026/06/24

Registration Authorized By: DARCY WILL
DIRECTOR

The Registrar of Corporations certifies that the information contained in this statement is an accurate reproduction of the data contained in the specified service request in the official public records of Corporate Registry.

Schedule "A" attached to and forming part of Section 2 of the Articles of Amalgamation of 2825527 Alberta Ltd. (the "Corporation")

AUTHORIZED CAPITAL OF THE CORPORATION

1. The Corporation is authorized to issue an unlimited number of Common Shares without nominal or par value to which shares shall be attached the right to:

(a) vote at any meeting of shareholders of the Corporation;

(b) receive any dividend declared by the Corporation; and

(c) receive the remaining property of the Corporation upon dissolution.

2. The Corporation is authorized to issue an unlimited number of Preferred Shares ("Preferred Shares") which, as a class, have attached thereto the following attributes:

(a) the Preferred Shares may from time to time be issued in one or more series, and the Directors may fix from time to time before such issue the number of Preferred Shares which is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion, if any, and any sinking fund or other provisions;

(b) the Preferred Shares of each series shall, with respect to the payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, be entitled to preference over the Common Shares, and over any other shares of the Corporation ranking by their terms junior to the Preferred Shares. The Preferred Shares of any series may also be given such other preferences, not inconsistent with these Articles, over the Common Shares, and any other shares of the Corporation ranking by their terms junior to the Preferred Shares as may be fixed in accordance with subclause (a) above; and

(c) if any cumulative dividends or amounts payable on the return of capital in respect of a series of Preferred Shares are not paid in full, all series of Preferred Shares shall participate rateably in respect of accumulated dividends and return of capital.

Schedule "B" attached to and forming part of Section 3 of the Articles of Amalgamation of 2825527 Alberta Ltd. (the "Corporation")

RESTRICTIONS ON SHARE TRANSFERS

1. For the purposes of this section

(a) "AGLC" means the Alberta Gaming and Liquor Commission, or any successor thereto, assign thereof or lawful representative thereof under the laws of the Province of Alberta;

(b) "Person" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

(c) "Significant Interest" means Shares to which are attached, in the aggregate, more than 5% of the votes that may be ordinarily cast to appoint directors of the Corporation at a meeting of the shareholders of the Corporation;

(d) "Shareholder" means a holder of Shares of the Corporation; and

(e) "Shares" means common shares or preferred shares in the capital of the Corporation.

2. No Person, or group of Persons acting jointly or in concert, shall acquire, agree to acquire, hold, beneficially own or control, either directly or indirectly, a Significant Interest, unless such parties obtain the prior written consent of, and if required registration with, the AGLC, its successors, assigns or lawful representatives.

3. Until such time as the prior written consent of the AGLC, its successors, assigns or lawful representatives has been obtained, no Person, or group of Persons acting jointly or in concert, holding, acquiring or agreeing to acquire, beneficially own or control, a Significant Interest, either directly or indirectly shall:

(a) acquire, in any manner whatsoever, any Shares or otherwise increase the holder's Significant Interest; or

(b) dispose, in any manner whatsoever, any portion of the Significant Interest, except where such disposition is by way of a redemption of Shares in accordance with the terms of the articles of the Corporation;

if such disposition or acquisition would result in a change of ownership of the Corporation within the meaning of the Gaming and Liquor Act (Alberta), and the Gaming and Liquor Regulation and AGLC Policies promulgated thereunder.

4. In addition, any Shareholder, regardless of the number of Shares held by such Shareholder, may be required to file an application, be investigated and have suitability as a Shareholder determined if the AGLC has reason to believe such ownership would otherwise be inconsistent with its declared policies. The Shareholder must pay all of the costs of the investigation incurred by the AGLC.

5. If, in the opinion of the board of directors of the Corporation, a Person, or group of Persons acting in concert, fails to comply with the foregoing constraints the board of directors of the Corporation shall be entitled to take any of the following actions (each, a "Constraint Action"):

(a) place a stop transfer on all or any of the Shares of the Person, or group of Persons, the board of directors of the Corporation reasonably believes is violating such constraints;

(b) suspend all voting and distribution rights on all or any of the Shares held by the Person, or group of Persons, the board of directors of the Corporation reasonably believes is violating such constraints;

(c) apply to the Alberta Court of Queen's Bench or such other court of competent jurisdiction seeking an injunction to prevent a breach or continuing breach of such constraints; or

(d) make application to the relevant securities commission, its successors or assigns or such other governmental regulatory agency having jurisdiction over the affairs of the Corporation or the Corporation's Shares, or the Person or group of Persons, to effect a cease trading order or such similar restriction against such Person or group of Persons until such time as the Person or group of Persons complies with such constraints.

6. In addition, if the AGLC has determined a Shareholder's ownership of Shares is inconsistent with its declared policies, the board of directors of the Corporation shall also be entitled to take a Constraint Action against such Shareholder.

Schedule "C" attached to and forming part of section 6 the Articles of Amalgamation of 2825527 Alberta Ltd. (the "Corporation")

Other rules or provisions, if any:

a. The directors of the Corporation may, without authorization of the shareholders:

i. borrow money on the credit of the Corporation;

ii. issue, reissue, sell or pledge debt obligations of the Corporation;

iii. subject to the Business Corporations Act of Alberta, give a guarantee on behalf of the corporation to secure performance of an obligation of any person; and

iv. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

b. The directors may, by resolution, delegate the powers referred to in subsection (a) hereof to a director, a committee of directors or an officer.

c. The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual general meeting of the Corporation.

d. Meetings of the shareholders may be held at any place within Canada or the United States of America.

Articles of Amalgamation

Business Corporations Act
Section 179

1. **Name of Amalgamated Corporation**

2825527 ALBERTA LTD.

2. **The classes of shares, and any maximum number of shares that the corporation is authorized to issue:**

SEE ATTACHED SCHEDULE A HERETO AND MADE A PART HEREOF

3. **Restrictions on share transfers (if any):**

SEE ATTACHED SCHEDULE B HERETO AND MADE A PART HEREOF

4. **Number, or minimum and maximum number of directors:**
Minimum 1 - Maximum 11

5. **If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restriction(s):**

None

6. **Other provisions (if any):**

SEE ATTACHED SCHEDULE C HERETO AND MADE A PART HEREOF

7. **Name of Amalgamating Corporations**

Name of Amalgamating Corporations	Corporate Access Number
2802028 Alberta Ltd.	2028020283
GameHost Inc.	2016494722

Darcy Will
Name of Person Authorizing *(please print)*

"Darcy Will"
Signature

Director
Title *(please print)*

June 24, 2026
Date

REG 3068 (2001/09)

This information is being collected for the purposes of corporate registry records in accordance with the Business Corporations Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for Alberta Registries, Research and Program Support, Box 3140, Edmonton, Alberta T5J 4L4, (780) 427-7013.

“SHARE STRUCTURE” attached to the Articles of Amalgamation of 2825527 Alberta Ltd. (the “Corporation”)

AUTHORIZED CAPITAL OF THE CORPORATION

1. The Corporation is authorized to issue an unlimited number of Common Shares without nominal or par value to which shares shall be attached the right to:

(a) vote at any meeting of shareholders of the Corporation;

(b) receive any dividend declared by the Corporation; and

(c) receive the remaining property of the Corporation upon dissolution.

2. The Corporation is authorized to issue an unlimited number of Preferred Shares ("Preferred Shares") which, as a class, have attached thereto the following attributes:

(a) the Preferred Shares may from time to time be issued in one or more series, and the Directors may fix from time to time before such issue the number of Preferred Shares which is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of Preferred Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion, if any, and any sinking fund or other provisions;

(b) the Preferred Shares of each series shall, with respect to the payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or any other return of capital or distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, be entitled to preference over the Common Shares, and over any other shares of the Corporation ranking by their terms junior to the Preferred Shares. The Preferred Shares of any series may also be given such other preferences, not inconsistent with these Articles, over the Common Shares, and any other shares of the Corporation ranking by their terms junior to the Preferred Shares as may be fixed in accordance with subclause (a) above; and

(c) if any cumulative dividends or amounts payable on the return of capital in respect of a series of Preferred Shares are not paid in full, all series of Preferred Shares shall participate rateably in respect of accumulated dividends and return of capital.

“RESTRICTIONS ON SHARE TRANSFERS” attached to the Articles of Amalgamation of 2825527 Alberta Ltd. (the “Corporation”)

1. For the purposes of this section

(a) "AGLC" means the Alberta Gaming and Liquor Commission, or any successor thereto, assign thereof or lawful representative thereof under the laws of the Province of Alberta;

(b) "Person" means any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

(c) "Significant Interest" means Shares to which are attached, in the aggregate, more than 5% of the votes that may be ordinarily cast to appoint directors of the Corporation at a meeting of the shareholders of the Corporation;

(d) "Shareholder" means a holder of Shares of the Corporation; and

(e) "Shares" means common shares or preferred shares in the capital of the Corporation.

2. No Person, or group of Persons acting jointly or in concert, shall acquire, agree to acquire, hold, beneficially own or control, either directly or indirectly, a Significant Interest, unless such parties obtain the prior written consent of, and if required registration with, the AGLC, its successors, assigns or lawful representatives.

3. Until such time as the prior written consent of the AGLC, its successors, assigns or lawful representatives has been obtained, no Person, or group of Persons acting jointly or in concert, holding, acquiring or agreeing to acquire, beneficially own or control, a Significant Interest, either directly or indirectly shall:

(a) acquire, in any manner whatsoever, any Shares or otherwise increase the holder's Significant Interest; or

(b) dispose, in any manner whatsoever, any portion of the Significant Interest, except where such disposition is by way of a redemption of Shares in accordance with the terms of the articles of the Corporation;

if such disposition or acquisition would result in a change of ownership of the Corporation within the meaning of the Gaming and Liquor Act (Alberta), and the Gaming and Liquor Regulation and AGLC Policies promulgated thereunder.

4. In addition, any Shareholder, regardless of the number of Shares held by such Shareholder, may be required to file an application, be investigated and have suitability as a Shareholder determined if the AGLC has reason to believe such ownership would otherwise be

inconsistent with its declared policies. The Shareholder must pay all of the costs of the investigation incurred by the AGLC.

5. If, in the opinion of the board of directors of the Corporation, a Person, or group of Persons acting in concert, fails to comply with the foregoing constraints the board of directors of the Corporation shall be entitled to take any of the following actions (each, a "Constraint Action"):

(a) place a stop transfer on all or any of the Shares of the Person, or group of Persons, the board of directors of the Corporation reasonably believes is violating such constraints;

(b) suspend all voting and distribution rights on all or any of the Shares held by the Person, or group of Persons, the board of directors of the Corporation reasonably believes is violating such constraints;

(c) apply to the Alberta Court of Queen's Bench or such other court of competent jurisdiction seeking an injunction to prevent a breach or continuing breach of such constraints; or

(d) make application to the relevant securities commission, its successors or assigns or such other governmental regulatory agency having jurisdiction over the affairs of the Corporation or the Corporation's Shares, or the Person or group of Persons, to effect a cease trading order or such similar restriction against such Person or group of Persons until such time as the Person or group of Persons complies with such constraints.

6. In addition, if the AGLC has determined a Shareholder's ownership of Shares is inconsistent with its declared policies, the board of directors of the Corporation shall also be entitled to take a Constraint Action against such Shareholder.

“OTHER RULES OR PROVISIONS” attached to the Articles of Amalgamation of 2825527 Alberta Ltd. (the “Corporation”)

Other rules or provisions, if any:

a. The directors of the Corporation may, without authorization of the shareholders:

i. borrow money on the credit of the Corporation;

ii. issue, reissue, sell or pledge debt obligations of the Corporation;

iii. subject to the Business Corporations Act of Alberta, give a guarantee on behalf of the corporation to secure performance of an obligation of any person; and

iv. mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

b. The directors may, by resolution, delegate the powers referred to in subsection (a) hereof to a director, a committee of directors or an officer.

c. The directors may, between annual general meetings, appoint one or more additional directors of the Corporation to serve until the next annual general meeting, but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual general meeting of the Corporation.

d. Meetings of the shareholders may be held at any place within Canada or the United States of America.

Articles of Arrangement

Business Corporations Act
Sections 193

Name of Corporation	Alberta Corporate Access Number
2825527 ALBERTA LTD.	**TBD**

In accordance with the order approving the arrangement, the articles of the corporation are amended as follows:

In accordance with the Order of the Court of King's Bench of Alberta dated June 12, 2026 approving an arrangement pursuant to section 193 of the Business Corporations Act (Alberta), the Plan of Arrangement, a copy of which is attached hereto as Schedule "1" (which is incorporated into and forms a part hereof), involving, among others, 2799593 Alberta Ltd., Gamehost Inc., Gamehost Management Inc., Gamehost Limited Partnership (by its general partner, Gamehost Management Inc.), 2802028 Alberta Ltd. and the holders of common shares of Gamehost outstanding immediately prior to the Effective Time (as defined in the Plan of Arrangement) is hereby effected.

The Articles of Amalgamation, attached hereto as Schedule "2", shall be the articles of the amalgamated corporation created by the amalgamation of Gamehost Inc. and 2802028 Alberta Ltd. pursuant to the terms of the Plan of Arrangement.

Darcy Will	-	June 24, 2026
Name of Person Authorizing (please print)	**Telephone Number** (daytime)	**Date**

"Darcy Will"	Director
Signature	**Title** (please print)

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

Whenever used in this Plan of Arrangement, unless there is something in the context or subject matter inconsistent therewith, the following defined words and terms have the indicated meanings and grammatical variations of such words and terms have corresponding meanings:

"**ABCA**" means the *Business Corporations Act*, RSA 2000, c B-9;

"**Aggregate Consideration**" means $282,279,857;

"**Applicable Securities Laws**" means, collectively, the Securities Act or similar statutes of each of the provinces and territories of Canada and the respective rules and regulations under such Laws, together with applicable published national, multilateral and local policy statements, instruments, notices and blanket orders of the provinces and territories of Canada and all rules, by-laws and regulations governing the TSX;

"**Applicable Laws**" means, in any context that refers to one or more Persons or its or their respective businesses, activities, properties, assets, undertakings or securities, the Laws that apply to such Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and, for greater certainty, includes Applicable Securities Laws;

"**Arrangement**" means the arrangement pursuant to section 193 of the ABCA, on the terms set out in this Plan of Arrangement, as supplemented, modified or amended from time to time in accordance with this Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Arrangement Agreement**" means the arrangement agreement dated March 30, 2026 between Pure Casino Entertainment Limited Partnership (by its general partner, Indigenous Gaming Partners Inc.), Purchaser, Gamehost, GMI, Gamehost Subsidiary (by its general partner, GMI) and GPCo with respect to the Arrangement (including the Schedules thereto), as supplemented, modified or amended in accordance with its terms;

"**Articles of Arrangement**" means the articles of arrangement in respect of this Plan of Arrangement required under section 193(4.1) of the ABCA to be filed with the Registrar after the Final Order has been granted and all other conditions precedent to the Arrangement have been satisfied or waived, to give effect to the Arrangement;

"**Business Day**" means, with respect to any action to be taken, any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta or New York, New York;

"**Certificate**" means the certificate or other proof of filing to be issued by the Registrar pursuant to section 193(11) of the ABCA in respect of the Articles of Arrangement;

"**Consideration**" means the consideration payable pursuant to this Plan of Arrangement to a Person who is a Gamehost Shareholder;

"**Contract**" means, with respect to a Person, a contract, lease, instrument, note, bond, debenture, mortgage, agreement, arrangement or understanding, written or oral, to which such Person, or any of its subsidiaries, is a party or under which such Person or any of its subsidiaries is bound, has unfulfilled obligations or contingent liabilities or is owed unfulfilled obligations, whether known or unknown, and whether asserted or not;

"**Court**" means the Court of King's Bench of Alberta;

"**CWB Commitment Letter**" means the Amended and Restated Commitment Letter dated December 27, 2024, between CWB Financial Group and GMI, in its capacity as general partner of Gamehost Subsidiary, as amended by the first amendment to the commitment letter dated November 28, 2025, and as further amended by the term extension offer dated December 18, 2025;

"**CWB Mortgages and Security**" means, collectively, the mortgages registered at the Alberta Land Titles Office under registration numbers 251 087 979 and 252 085 468 and the caveats filed at the Alberta Land Titles Office under registration numbers 251 087 980 and 252 085 469;

"**Deerfoot Inn & Casino Property**" means the real property located at 11500 – 35th Street SE in Calgary, Alberta and more particularly described on Schedule C to the Arrangement Agreement (the "**Deerfoot Inn & Casino Lands**") and the Improvements located thereon and all rights and benefits appurtenant thereto;

"**Depositary**" means the Person appointed by the Parties in connection with the Arrangement for the purpose of receiving deposits of certificates formerly representing Gamehost Shares and paying the Consideration;

"**Dissent Rights**" means the rights of dissent granted in favour of registered Gamehost Shareholders in accordance with Article 4;

"**Dissenting Shareholder**" means any registered Gamehost Shareholder who has duly and validly exercised its Dissent Rights with respect to the Gamehost Transaction Resolution pursuant to Article 4 and the Interim Order, and has not withdrawn or has not been deemed to have withdrawn, such exercise of Dissent Rights prior to the Effective Time;

"**DRS Advice**" means a direct registration system (DRS) advice;

"**Effective Date**" means the date the Arrangement becomes effective in accordance with the ABCA;

"**Effective Time**" means 12:01 a.m. on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

"**Encore Suites Property**" means the real property located at 10639 – 110 Street in Grande Prairie, Alberta and more particularly described on Schedule C to the Arrangement Agreement (the "**Encore Suites Lands**") and the Improvements located thereon and all rights and benefits appurtenant thereto;

"**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, Contract or otherwise) capable of becoming any of the foregoing, and includes all mortgages, pledges, charges, liens, debentures, hypothecs, trust deeds, statutory or deemed trusts, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest, in the Gamehost Properties or any of them and any agreements, leases, options, easements, rights of way, restrictions, executions or other encumbrances, liens or interests (including notices or other registrations in respect of any of the foregoing) affecting title thereto, and "**Encumber**" shall have the correlative meaning;

"**Final Order**" means the order of the Court approving the Arrangement pursuant to section 193(4) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both Gamehost and Purchaser, each acting reasonably;

"**Fixtures**" means all equipment, machinery, fixtures and other items of property, including all components thereof, that are now or hereafter (i) located in or on, or used in connection with, and (ii) permanently affixed to or otherwise incorporated into the Leaseback Lands and/or the Improvements. Notwithstanding the foregoing, Fixtures shall not include any Gaming Equipment;

"**Gamehost**" means Gamehost Inc., a corporation existing under the ABCA;

"**Gaming Equipment**" shall mean any and all gaming supplies (as defined in the *Gaming, Liquor and Cannabis Act* (Alberta)), gaming device parts inventory and other related gaming equipment and supplies used in connection with the operation of a casino, including slot machines, gaming tables, cards, dice, chips, tokens, player tracking systems, cashless wagering systems, electronic betting systems, mobile gaming systems, interactive gaming systems, inter-casino linked systems, on-line slot metering systems, and associated equipment, together with all improvements and/or additions thereto;

"**Gamehost Meeting**" means the special meeting of Gamehost Shareholders to be called and held in accordance with the Arrangement Agreement and the Interim Order to permit the Gamehost Shareholders to consider the Gamehost Transaction Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

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

"**Gamehost Shares**" means the common shares of Gamehost outstanding immediately prior to the Effective Time;

"**Gamehost Subsidiary**" means Gamehost Limited Partnership, a limited partnership formed subject to Part 2 of the Partnership Act;

"**Gamehost Transaction Resolution**" means the special resolution in respect of the Arrangement to be considered and voted on by the Gamehost Shareholders at the Gamehost Meeting, substantially in the form included in Schedule B to the Arrangement Agreement, including any amendments or variations made thereto in accordance with the Arrangement Agreement or at the direction of the Court in the Interim Order, provided any amendments made at the discretion of the Court in the Interim Order are acceptable to Gamehost and Purchaser, each acting reasonably;

"**GHI Amalco**" means the corporation resulting from the amalgamation of Gamehost and GPCo pursuant to Section 3.1(f);

"**GHI Amalco 2**" means the corporation resulting from the amalgamation of Purchaser and GHI Amalco pursuant to Section 3.1(n);

"**GMI**" means Gamehost Management Inc., a corporation existing under the ABCA;

"**Governmental Authority**" means any: (i) domestic or foreign, multinational, national, federal, territorial, provincial, state, regional, municipal or local government or governmental, regulatory, legislative, executive or administrative authority, department, court, commission, board or tribunal, arbitral body, bureau, ministry, agency, regulator, legislature or instrumentality or official, including any political subdivision thereof; (ii) quasi-governmental or private body exercising regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iii) any stock exchange;

"**GPCo**" means 2802028 Alberta Ltd., a corporation existing under the ABCA;

"**GPCo Assumed Liabilities**" means liabilities incurred by Gamehost Subsidiary (by its general partner, GMI) including liabilities for: (i) the payment of all principal and interest and the performance of the obligations arising under the CWB Commitment Letter (including in respect of the CWB Mortgages and Security); and (ii) the payment and performance of the Leaseback Service Contracts;

"**GPCo Excluded Liabilities**" means all liabilities of GMI except GPCo Assumed Liabilities;

"**Great Northern Casino Property**" means the real property located at 10910 and 10970 - 107A Avenue in Grande Prairie, Alberta and more particularly described on Schedule C to the Arrangement Agreement (the "**Great Northern Casino Lands**") and the Improvements located thereon and all rights and benefits appurtenant thereto;

"**Improvements**" means, collectively, all buildings, structures and other improvements and Fixtures located on the Leaseback Lands;

"**Instruments**" means documents, assignments, deeds, transfers of land, instruments, leases, subleases, assignments, and surrenders of leases, mortgages, charges, easements, licenses, management contracts, personal property security contracts, and other agreements;

"**Interim Order**" means the interim order of the Court concerning the Arrangement under section 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the Gamehost Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both Gamehost and Purchaser, each acting reasonably;

"**Laws**" means all laws (including, for greater certainty, common law), statutes, regulations, by-laws, statutory rules, Orders, ordinances, protocols, codes, guidelines, notices and directions enacted, promulgated, enforced, issued or entered by a Governmental Authority (including all Applicable Securities Laws) and the terms and conditions of any grant of approval, permission, judgment, decision, ruling, award, authority or license of any Governmental Authority or self-regulatory authority;

"**Leaseback Lands**" means, collectively, the Great Northern Casino Lands, Service Plus Inns & Suites Lands, Encore Suites Lands and Deerfoot Inn & Casino Lands, and all rights and benefits appurtenant thereto;

"**Leaseback Properties**" means, collectively, the Great Northern Casino Property, the Service Plus Inns & Suites Property, the Encore Suites Property and the Deerfoot Inn & Casino Property, and "Leaseback Property" means any of the foregoing;

"**Leaseback Service Contracts**" means all existing written contracts and agreements with third parties entered into by GMI in connection with the maintenance, repair, operation, cleaning, security, fire protection, utilities or servicing of the Leaseback Properties;

"**Letter of Transmittal**" means the letter of transmittal to be used by registered Gamehost Shareholders to surrender their certificate(s) or DRS Advice(s) (as applicable) which, immediately prior to the Effective Time, represented outstanding Gamehost Shares to the Depositary and provide instructions regarding the delivery of Consideration;

"**Nominee Agreement**" means, collectively: (i) the Bare Trust Agreement, dated February 16, 2024, between GMI and Gamehost Subsidiary in respect of the Encore Suites Property, Great Northern Casino Property, Service Plus Inns & Suites Property; and (ii) the Bare Trust and Nominee Agreement – Lands, dated December 1, 2024, between GMI and Gamehost Subsidiary in respect of the Deerfoot Inn & Casino Property;

"**Order**" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Authority (in each case, whether temporary, preliminary or permanent);

"**Parties**" means Gamehost, Purchaser, GPCo, GHI Amalco, GHI Amalco 2, GMI and Gamehost Subsidiary;

"**Partnership Act**" means the *Partnership Act*, RSA 2000, c P-3;

"**Partnership Assets**" means all monies, properties and other assets as are at such time held by or on behalf of Gamehost Subsidiary or held by the general partner of Gamehost Subsidiary (in its capacity as general partner), including all beneficial right, title and interest in and to the Leaseback Properties on and subject to the terms of the Nominee Agreement;

"**Permitted Encumbrances**" means, collectively, the Encumbrances described in Schedule D attached to the Arrangement Agreement;

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

"**Plan of Arrangement**" means this plan of arrangement, as supplemented, modified or amended from time to time in accordance with the terms of the Arrangement Agreement and the terms hereof or at the direction of the Court in the Final Order;

"**Purchaser**" means 2799593 Alberta Ltd., a corporation existing under the ABCA;

"**Registrar**" means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under section 263 of the ABCA;

"**Securities Act**" means the *Securities Act*, RSA 2000, c S-4;

"**Service Plus Inns & Suites Property**" means the real property located at 10810 - 107A Avenue and 10702 – 108A Street in Grande Prairie, Alberta and more particularly described on Schedule C to the Arrangement Agreement (the "**Service Plus Inns & Suites Lands**") and the Improvements located thereon and all rights and benefits appurtenant thereto;

"**Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp);

"**Total Gamehost Shares**" means the total number of issued and outstanding Gamehost Shares as at the Effective Time which, for greater certainty, shall include Gamehost Shares held by Dissenting Shareholders;

"**TSX**" means the Toronto Stock Exchange; and

"**Withholding Taxes**" has the meaning ascribed thereto in Section 5.3.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles and sections is for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders. Where the word "including" or "includes" is used in this Plan of Arrangement, it means "including (or includes) without limitation".

1.4 Date for Any Action

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

1.5 Currency

Unless otherwise indicated, all sums of money referred to in this Plan of Arrangement are expressed in lawful money of Canada.

1.6 References to Legislation

References in this Plan of Arrangement 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.

ARTICLE 2
THE ARRANGEMENT AGREEMENT

2.1 Plan Pursuant to the Arrangement Agreement

This Plan of Arrangement is made pursuant to the Arrangement Agreement. If there is any inconsistency or conflict between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of this Plan of Arrangement shall govern.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement shall become effective at, and be binding as and from, the Effective Time on each of the Parties, the Depositary, all registered and beneficial holders of Gamehost Shares (including Dissenting Shareholders), all holders of securities, options or other rights of each Party affected by the Arrangement, all counterparties to agreements, instruments or obligations terminated, amended or assumed pursuant to the Arrangement, and all other Persons, without any further act or formality required on the part of any Person except as expressly provided herein.

2.3 Filing of the Articles of Arrangement

The Articles of Arrangement shall be filed with the Registrar and the Certificate shall be issued in respect of this Plan of Arrangement in its entirety, with the purpose and intent that none of the provisions of this Plan of Arrangement shall become effective unless all of the provisions of this Plan of Arrangement shall have become effective in the sequence provided herein. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the steps, events and transactions set out in Section 3.1 has become effective at the times and in the sequence provided therein. If no Certificate is required to be issued by the Registrar pursuant to section 193(11) of the ABCA, the Arrangement shall become effective on the date the Articles of Arrangement are filed with the Registrar pursuant to section 193(4.1) of the ABCA.

ARTICLE 3
PLAN OF ARRANGEMENT

3.1 Arrangement

The Arrangement is intended to be implemented in a manner that is tax-efficient for Gamehost and Gamehost Shareholders. Gamehost may make such elections under the Tax Act, the *Excise Tax Act* (Canada) and any applicable provincial or territorial tax legislation as are necessary or desirable to give effect to the Arrangement, including the timing of the transactions comprising the Arrangement. Commencing at the Effective Time, each of the steps, events or transactions set out in this Section 3.1 shall, except for steps, events or transactions deemed to occur concurrently with other steps, events or transactions as set out below, occur and shall be deemed to occur consecutively in two minute intervals in the following order (or in such other manner, order or times as Gamehost and Purchaser may agree in writing) without any further act or formality, except as otherwise provided herein:

(a) Without any further act or formality by or on behalf of any Person, the constating documents of each of Gamehost and GPCo, the partnership agreement in respect of Gamehost Subsidiary and the Nominee Agreement shall be deemed to be amended solely to the extent necessary to facilitate the Arrangement and the implementation of the steps, events and transactions contemplated by this Plan of Arrangement.

(b) GPCo shall be deemed to be appointed as general partner of Gamehost Subsidiary without any further act or formality, and thereupon:

(i) GMI shall be deemed to have resigned, withdrawn and retired as a general partner of Gamehost Subsidiary and shall cease to have any rights as general partner of Gamehost Subsidiary;

(ii) GMI shall cease to be the holder of any general partnership interest and GPCo shall be deemed to be the holder of such general partnership interest free and clear of any Encumbrances;

(iii) the partnership register and other records of Gamehost Subsidiary shall be updated to reflect GPCo as the sole general partner thereof;

(iv) GMI (as former general partner of Gamehost Subsidiary) shall be deemed to transfer and assign the Partnership Assets and all of its respective right, title and interest in and to the Partnership Assets to GPCo (as general partner of Gamehost Subsidiary), and GPCo (as general partner of Gamehost Subsidiary), shall be deemed to acquire the Partnership Assets from GMI (as former general partner of Gamehost Subsidiary);

(v) title to the Partnership Assets shall be subject only to the Permitted Encumbrances;

(vi) GMI shall be deemed to acknowledge, declare, covenant and agree that:

(A) it holds legal title to the fee simple interest in and to the Leaseback Properties, and all right, title, and interest therein and benefit to be derived therefrom, as nominee and bare trustee on behalf of Gamehost Subsidiary (by its general partner, GPCo);

(B) it has no beneficial interest in the Leaseback Properties;

(C) all attributes of the beneficial ownership of the Leaseback Properties shall be and remain in, Gamehost Subsidiary (by its general partner, GPCo);

(D) it shall at all times, and from time to time, deal with the Leaseback Properties only in accordance with the instructions and directions of Gamehost Subsidiary (by its general partner, GPCo), and not otherwise;

(E) it shall do no act relating to the Leaseback Properties without the express authorization and direction of Gamehost Subsidiary (by its general partner, GPCo); and

(F) it shall enter into, and execute and deliver as nominee for Gamehost Subsidiary (by its general partner, GPCo) only such Instruments as may from time to time be requested by Gamehost Subsidiary (by its general partner, GPCo) in connection with the Leaseback Properties including without limiting the generality of the foregoing transfers of land in registrable and/or other form(s) of all right, title, and interest of GMI in the Leaseback Properties;

(vii) title to the Leaseback Properties shall be subject only to the Permitted Encumbrances; and

(viii) GPCo and GMI shall each be deemed to acknowledge, declare, covenant and agree that:

(A) GPCo will assume and pay when due and perform and discharge in accordance with their terms, the GPCo Assumed Liabilities;

(B) notwithstanding any other provision of this Plan of Arrangement, GPCo will not be liable for any liability of GMI other than the GPCo Assumed Liabilities; and

(C) the GPCo Excluded Liabilities will remain the sole responsibility of, and will be retained, paid and performed solely by GMI.

(c) Without any further act or formality by or on behalf of any Person, the partnership agreement in respect of Gamehost Subsidiary shall be deemed to provide that all income, losses, deductions and other amounts for tax purposes of Gamehost Subsidiary attributable to the period commencing at the beginning of its current fiscal period and ending at the Effective Time shall be allocated to the partners of Gamehost Subsidiary immediately prior to the Effective Time in proportion to their respective partnership interests at such time, notwithstanding that any such Person may not be a partner of Gamehost Subsidiary at the end of such fiscal period.

(d) Without any further act or formality by or on behalf of Gamehost, Gamehost Subsidiary or any other Person, Gamehost shall assume, as a contribution of partnership capital, all of the liabilities and obligations of Gamehost Subsidiary, and Gamehost Subsidiary shall increase the limited partnership interest of Gamehost to reflect such assumption of liabilities.

(e) Without any further act or formality by or on behalf of Gamehost Subsidiary, Gamehost, GPCo or any other Person:

(i) as part of the cessation of Gamehost Subsidiary, Gamehost Subsidiary shall distribute an undivided interest in each property and asset of Gamehost Subsidiary to Gamehost and GPCo in proportion to their respective interests in the capital of Gamehost Subsidiary in full payment and satisfaction of their respective interests in Gamehost Subsidiary, as contemplated under subsection 98(3) of the Tax Act;

(ii) GPCo shall be deemed to have requested that such property and assets shall be partitioned into fractions that represent Gamehost and GPCo's prior undivided interest in such property and assets;

(iii) GPCo shall be deemed to have requested that each fraction held by Gamehost and GPCo shall be consolidated such that each of Gamehost and GPCo holds a divided interest in their own property and assets;

(iv) Gamehost Subsidiary shall cease to exist and the partnership agreement in respect of Gamehost Subsidiary shall be terminated and cease to have any further force or effect for any purpose; and

(v) the partnership register and other records of Gamehost Subsidiary shall be updated to reflect the dissolution and termination of Gamehost Subsidiary.

(f) Gamehost and GPCo shall amalgamate pursuant to section 184(1) of the ABCA and continue as GHI Amalco, and:

(i) the provisions of subsections 186(b), (c), (d), (e) and (f) of the ABCA shall apply to such amalgamation with the result that:

(A) the property of each of Gamehost and GPCo (except amounts receivable from such corporations or shares of GPCo) shall continue to be the property of GHI Amalco;

(B) GHI Amalco shall continue to be liable for the obligations of each of Gamehost and GPCo (except amounts payable to such corporations);

(C) any existing cause of action, claim or liability to prosecution shall be unaffected;

(D) any civil, criminal or administrative action or proceeding pending by or against Gamehost or GPCo may be continued to be prosecuted by or against GHI Amalco; and

(E) any conviction against, or ruling, order or judgment in favour of or against, Gamehost or GPCo may be enforced by or against GHI Amalco;

(ii) the shares of GPCo shall be cancelled without any repayment of capital in respect of those shares;

(iii) the articles of amalgamation will be the same as the articles of incorporation of Gamehost;

(iv) no securities shall be issued by GHI Amalco in connection with the amalgamation; and

(v) the stated capital of GHI Amalco shall be the same as the stated capital of Gamehost.

(g) GMI shall be deemed to acknowledge, declare, covenant and agree that:

(i) it holds legal title to the fee simple interest in and to the Leaseback Properties, and all right, title, and interest therein and benefit to be derived therefrom, as nominee and bare trustee on behalf of GHI Amalco;

(ii) it has no beneficial interest in the Leaseback Properties;

(iii) all attributes of the beneficial ownership of the Leaseback Properties shall be and remain in, GHI Amalco;

(iv) it shall at all times, and from time to time, deal with the Leaseback Properties only in accordance with the instructions and directions of GHI Amalco, and not otherwise;

(v) it shall do no act relating to the Leaseback Properties without the express authorization and direction of GHI Amalco; and

(vi) it shall enter into, and execute and deliver as nominee for GHI Amalco only such Instruments as may from time to time be requested by GHI Amalco in connection with the Leaseback Properties including without limiting the generality of the foregoing transfers of land in registrable and/or other form(s) of all right, title, and interest of GMI in the Leaseback Properties.

(h) Without any further act or formality by or on behalf of any Person, the constating documents of GHI Amalco shall be deemed to be amended solely to the extent necessary to facilitate the Arrangement and the implementation of the steps, events and transactions contemplated by this Plan of Arrangement.

(i) The Gamehost Shares held by Dissenting Shareholders shall be, and shall be deemed to be, transferred to, and acquired by, GHI Amalco (free and clear of any Encumbrances), and:

    (i) such Dissenting Shareholders shall cease to be the holders of the Gamehost Shares so transferred and to have any rights as Gamehost Shareholders other than the right to be paid fair value for such Gamehost Shares as set out in Section 4.1;

    (ii) such Dissenting Shareholders' names shall be removed from the register of holders of Gamehost Shares maintained by or on behalf of GHI Amalco as it relates to the Gamehost Shares so transferred; and

    (iii) all such Gamehost Shares shall be cancelled.

(j) The Parties shall, forthwith following the effective time of Section 3.1(i), make the appropriate entries into their securities registers to reflect the matters referred to under Section 3.1(i).

(k) Subject to Section 3.1(i), each issued and outstanding Gamehost Share (other than those transferred to GHI Amalco pursuant to Section 3.1(i)) shall be, and shall be deemed to be, transferred to, and acquired by, Purchaser (free and clear of any Encumbrances) and each Gamehost Shareholder whose Gamehost Shares are so transferred to Purchaser shall be entitled to receive (and, for greater certainty, the Purchaser or the Depositary shall be entitled to withhold or deduct any amounts in accordance with Section 5.3) an amount of cash, rounded to the nearest whole cent, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of Gamehost Shares held by such Gamehost Shareholder and the denominator of which is the Total Gamehost Shares.

(l) The Parties shall, forthwith following the effective time of Section 3.1(k), make the appropriate entries into their securities registers to reflect the matters referred to under Section 3.1(k).

(m) Each Gamehost Shareholder (other than Dissenting Shareholders) shall cease to be the holder of the Gamehost Shares transferred pursuant to Section 3.1(k) and to have any rights as a Gamehost Shareholder other than the right to receive the Consideration payable to such holder on the basis set forth in Section 3.1(k).

(n) Purchaser and GHI Amalco shall amalgamate pursuant to section 184(1) of the ABCA and continue as GHI Amalco 2, and:

(i) the provisions of subsections 186(b), (c), (d), (e) and (f) of the ABCA shall apply to such amalgamation with the result that:

(A) the property of each of Purchaser and GHI Amalco (except amounts receivable from such corporations or shares of GHI Amalco) shall continue to be the property of GHI Amalco 2;

(B) GHI Amalco 2 shall continue to be liable for the obligations of each of Purchaser and GHI Amalco (except amounts payable to such corporations);

(C) any existing cause of action, claim or liability to prosecution shall be unaffected;

(D) any civil, criminal or administrative action or proceeding pending by or against Purchaser or GHI Amalco may be continued to be prosecuted by or against GHI Amalco 2; and

(E) any conviction against, or ruling, order or judgment in favour of or against, Purchaser or GHI Amalco may be enforced by or against GHI Amalco 2; and

(ii) the shares of GHI Amalco shall be cancelled without any repayment of capital in respect of those shares;

(iii) the articles of amalgamation will be the same as the articles of incorporation of Purchaser;

(iv) no securities shall be issued by GHI Amalco 2 in connection with the amalgamation; and

(v) the stated capital of GHI Amalco 2 shall be the same as the stated capital of Purchaser.

(o) GMI shall be deemed to acknowledge, declare, covenant and agree that:

(i) it holds legal title to the fee simple interest in and to the Leaseback Properties, and all right, title, and interest therein and benefit to be derived therefrom, as nominee and bare trustee on behalf of GHI Amalco 2;

(ii) it has no beneficial interest in the Leaseback Properties;

(iii) all attributes of the beneficial ownership of the Leaseback Properties shall be and remain in, GHI Amalco 2;

(iv) it shall at all times, and from time to time, deal with the Leaseback Properties only in accordance with the instructions and directions of GHI Amalco 2, and not otherwise;

(v) it shall do no act relating to the Leaseback Properties without the express authorization and direction of GHI Amalco 2; and

(vi) it shall enter into, and execute and deliver as nominee for GHI Amalco 2 only such Instruments as may from time to time be requested by GHI Amalco 2 in connection with the Leaseback Properties including without limiting the generality of the foregoing transfers of land in registrable and/or other form(s) of all right, title, and interest of GMI in the Leaseback Properties.

ARTICLE 4
RIGHTS OF DISSENT

4.1 Rights of Dissent

Registered Gamehost Shareholders may exercise Dissent Rights with respect to the Gamehost Shares held by such holders in connection with the Arrangement pursuant to and in the manner set forth in section 191 of the ABCA, as modified by the Interim Order and this Section 4.1, provided that, notwithstanding section 191(5) of the ABCA, the written notice setting forth a registered Gamehost Shareholder's objection to the Gamehost Transaction Resolution must be received in accordance with the Interim Order by no later than 5:00 p.m. (Calgary time) on the Business Day which is five Business Days immediately preceding the date of the Gamehost Meeting. Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Gamehost Shares held by them and in respect of which Dissent Rights have been validly exercised to GHI Amalco (free and clear of all Encumbrances) without any further act or formality at the effective time of Section 3.1(i), notwithstanding the provisions of section 191 of the ABCA, and if they:

(a) ultimately are entitled to be paid fair value for such Gamehost Shares, they: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(i)); (ii) shall be paid by GHI Amalco the fair value of such Gamehost Shares, which fair value shall be determined as of the close of business on the last Business Day before the Gamehost Transaction Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Gamehost Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Gamehost Shares, they shall be deemed to have participated in the Arrangement, commencing at the Effective Time, on the same basis as a non-dissenting holder of Gamehost Shares notwithstanding the provisions of section 191 of the ABCA.

4.2 Recognition of Dissenting Shareholders

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

(b) For greater certainty, in no case shall Gamehost, Purchaser or any other Person be required to recognize Dissenting Shareholders as holders of Gamehost Shares in respect of which Dissent Rights have been validly exercised after the effective time of Section 3.1(i).

4.3 Other Dissent Provisions

(a) In addition to any other restrictions in section 191 of the ABCA, Gamehost Shareholders who have voted in favour of the Gamehost Transaction Resolution shall not be entitled to exercise Dissent Rights.

(b) A Person may only exercise Dissent Rights in respect of all, and not less than all, of such Person's Gamehost Shares.

ARTICLE 5
CERTIFICATES AND DELIVERY OF CONSIDERATION

5.1 Delivery of Consideration

(a) Purchaser shall, on the Effective Date, prior to sending the Articles of Arrangement to the Registrar, deposit, or cause to be deposited, in escrow with the Depositary pending completion of the Arrangement, a cash amount equal to the Aggregate Consideration (excluding, for greater certainty, any amounts payable in respect of Gamehost Shares held by Dissenting Shareholders who have validly exercised Dissent Rights and have not withdrawn such Dissent Rights as of the Effective Date), which cash shall be held, as of the effective time of Section 3.1(k), by the Depositary as agent and nominee for the Gamehost Shareholders in accordance with the provisions of this Article 5, in each case in a manner consistent with Section 2.6 of the Arrangement Agreement.

(b) Forthwith following the effective time of Section 3.1(k), subject to Section 5.1(c), Purchaser shall cause to be delivered to each Gamehost Shareholder (other than Dissenting Shareholders) the Consideration payable in respect of the Gamehost Shares as required by Section 3.1(k).

(c) The Depositary shall deliver the Consideration to which former Gamehost Shareholders (other than Dissenting Shareholders) are entitled in respect of those Gamehost Shares that were transferred or deemed to be transferred pursuant to Section 3.1(k) and which are held on a book-entry basis, less any amounts withheld pursuant to Section 5.3, in accordance with normal industry practice for payments relating to securities held on a book-entry only basis. With respect to those

Gamehost Shares not held on a book-entry basis, upon surrender to the Depositary for cancellation of certificate(s) or DRS Advice(s) (as applicable) which, immediately prior to the Effective Time, represented outstanding Gamehost Shares that were transferred or deemed to be transferred pursuant to Section 3.1(k) together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, each former holder of Gamehost Shares represented by such surrendered certificate(s) or DRS Advice(s) shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder as directed in the Letter of Transmittal, the Consideration which such former holder has the right to receive under this Plan of Arrangement for such Gamehost Shares less any amounts withheld pursuant to Section 5.3 and any certificate(s) so surrendered shall forthwith be cancelled.

(d) Until surrendered as contemplated by Section 5.1(c) (which, for the purposes of this Section 5.1(d) shall be deemed to apply to Dissenting Shareholders) each certificate or DRS Advice that immediately prior to the Effective Time represented Gamehost Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Consideration to which such former holders of such Gamehost Shares are entitled under the Arrangement, less any amounts withheld pursuant to Section 5.3, or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement pursuant to Section 4.1(b), to receive the fair value of the Gamehost Shares represented by such certificate.

(e) Subject to any Applicable Laws relating to unclaimed personal property, any certificate formerly representing Gamehost Shares that is not deposited, together with all other documents required hereunder, on or before the last Business Day before the third anniversary of the Effective Date, and any right or claim by or interest of any kind or nature, including the right of a former Gamehost Shareholder to receive the Consideration to which such holder is entitled pursuant to the Arrangement, shall terminate and be deemed to be surrendered and forfeited to Purchaser for no Consideration, together with all entitlements to dividends, distributions and interest thereon. In such case, such Consideration shall be returned to Purchaser.

(f) No Gamehost Shareholder shall be entitled to receive any consideration with respect to the Gamehost Shares other than the Consideration to which the holder is entitled to receive under the Arrangement and, for greater certainty, no such holder will be entitled to receive any interest, dividend, premium or other payment in connection therewith.

5.2 Lost Certificates

If any certificate which immediately prior to the Effective Time represented an interest in one or more outstanding Gamehost Shares that was transferred pursuant to Section 3.1 has been lost, stolen or destroyed, upon satisfying such reasonable requirements as may be imposed by Purchaser and the Depositary in relation to the issuance of replacement share certificates, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate the Consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement, deliverable in accordance with such holder's Letter of Transmittal. The Person who is entitled to receive such Consideration shall, as a condition precedent to the receipt thereof, give a bond satisfactory to each of Purchaser, Gamehost and Gamehost's transfer agent in such form as is satisfactory to Purchaser, Gamehost and Gamehost's transfer agent, or shall otherwise indemnify Purchaser, Gamehost and Gamehost's transfer agent, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Withholdings

Gamehost, Purchaser and the Depositary shall be entitled to deduct or withhold from any amounts payable to any Person pursuant to the Arrangement, such amounts as Gamehost, Purchaser or the Depositary reasonably determines it is required to deduct or withhold with respect to such payment, issuance or transfer, as the case may be, under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax Law ("**Withholding Taxes**"). To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes hereof, as having been paid or delivered to such Person in respect of whom such deduction or withholding was made, provided that such deducted or withheld amounts are timely remitted to the appropriate Governmental Authority.

5.4 No Encumbrances

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

5.5 Paramountcy

From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all rights related to Gamehost Shares issued or outstanding prior to the Effective Time;

(b) the rights and obligations of Gamehost, Purchaser, GPCo, GHI Amalco, GHI Amalco 2, the Depositary, GMI, Gamehost Subsidiary, the Gamehost Shareholders (including Dissenting Shareholders) and any trustee, transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement; and

(c) all actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to any Gamehost Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 6
AMENDMENTS

6.1 Amendment of this Plan of Arrangement

(a) Gamehost and Purchaser may amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be: (i) set out in writing; (ii) approved by both Gamehost and Purchaser, each acting reasonably; (iii) filed with the Court and, if made following the Gamehost Meeting, approved by the Court; and (iv) communicated to the Gamehost Shareholders, if and as required by the Court.

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

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

(d) Gamehost and Purchaser may agree not to implement this Plan of Arrangement, notwithstanding the passing of the Gamehost Transaction Resolution and the receipt of the Final Order.

(e) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by Purchaser, provided that it concerns a matter which, in the reasonable opinion of Purchaser, is of an administrative or technical nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any former holder of Gamehost Shares.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the steps, events and transactions set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order and at the times provided herein without any further act or formality, each of the Parties shall, from time to time and at all times, make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments and documents as may reasonably be required to give effect to the Arrangement and to evidence or perfect the steps, events and transactions contemplated hereby.

Clerk's Stamp

COURT FILE NUMBER	2603 09187
COURT	COURT OF KING'S BENCH OF ALBERTA
JUDICIAL CENTRE	EDMONTON
MATTER	IN THE MATTER OF SECTION 193 OF THE *BUSINESS CORPORATIONS ACT*, RSA 2000, c B-9, AS AMENDED AND IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING, *INTER ALIA*, GAMEHOST INC.
APPLICANT	GAMEHOST INC.
RESPONDENT	NOT APPLICABLE
DOCUMENT	**FINAL ORDER**
ADDRESS FOR SERVICE AND CONTACT INFORMATION OF PARTY FILING THIS DOCUMENT	MLT Aikins LLP Barristers and Solicitors 2100, 222 – 3rd Avenue SW Calgary, AB T2P 0B4 Attention: Michael O'Brien/Avinash Kowshik Phone: 403.693.5407/403.768.5914 Fax: 403.508.4349 File: 0185365.000001

DATE ON WHICH ORDER WAS PRONOUNCED:	June 12, 2026
LOCATION OF HEARING:	Edmonton, Alberta
NAME OF JUSTICE WHO GRANTED THIS ORDER:	The Honourable Justice J.S. Little

UPON the Originating Application (the "**Originating Application**") of Gamehost Inc. ("**Gamehost**") for approval of an arrangement (the **"Arrangement"**) involving, among others, Gamehost and the holders (the **"Gamehost Shareholders"**) of the outstanding common shares (the **"Gamehost Shares"**) of Gamehost, Gamehost Limited Partnership ("**Gamehost Subsidiary**"), Gamehost Management Inc. ("GMI"), and Pure Casino Entertainment Limited Partnership ("**Purchaser Parent**"), Indigenous Gaming Partners Inc. ("**IGP**") and 2799593 Alberta Ltd. (the "**Purchaser**" and together with the Purchaser Parent and IGP the "**Purchaser Parties**") pursuant to section 193 of the *Business Corporations Act*, RSA 2000, c 8-9, as amended (the **"ABCA"**);

AND UPON reading the Originating Application, the Interim Order of the Court granted May 1, 2026 (the **"Interim Order"**), the affidavits of Darcy J. Will sworn April 24, 2026, and June 11, 2026 (the

"**Second Will Affidavit**"), and the exhibits referred to therein, and the Affidavit of Service of Carmen Fox, sworn June 11, 2026;

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

AND UPON being advised that no notices of dissent in respect of the special resolution of the Gamehost Shareholders approving of the Arrangement have been received in accordance with the terms of the Interim Order;

AND UPON being advised that no Notices of Intent to Appear in respect of this application have been received in accordance with the terms of the Interim Order;

AND UPON being advised that the Registrar appointed under section 263 of the ABCA (the **"Registrar"**) has been provided notice of this application;

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

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

AND UPON it appearing that it is impracticable to effect the transaction contemplated by the Arrangement under any other provision of the ABCA other than section 193;

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

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

AND UPON hearing from counsel for Gamehost, counsel for the Purchaser Parties, and any other interested party appearing at the Application;

IT IS HEREBY ORDERED AND DECLARED THAT:

Defined Terms

1. All capitalized terms not defined in this Final Order shall have the respective meanings ascribed thereto in the Information Circular provided to Gamehost Shareholders, a copy of which is contained at **Exhibit "B"** to the Second Will Affidavit.

2. All references to "**Arrangement**" used herein mean the arrangement as set forth in the Plan of Arrangement attached as **Schedule "A"** to this order ("**Order**").

Approval of the Arrangement

3. The Arrangement proposed by Gamehost, on the terms set forth in **Schedule "A"** to this Order, is hereby approved pursuant to section 193 of the ABCA.

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

5. The articles of arrangement giving effect to the Arrangement (the "**Articles of Arrangement**") shall be filed pursuant to section 193 of the ABCA on such date as Gamehost determines in accordance with the terms of the Arrangement Agreement.

6. The Arrangement will, upon the filing of the Articles of Arrangement under the ABCA and the issuance of the proof of filing of the Articles of Arrangement under the ABCA, be effective under the ABCA (the "**Effective Time**") in accordance with its terms and will be binding on Gamehost, each Gamehost Shareholder, Gamehost Subsidiary, GMI, and all other affected parties on and after the Effective Time.

Miscellaneous

7. Service of notice of the Originating Application and supporting materials, the notice in respect of the Gamehost Meeting and the Interim Order is hereby deemed good and sufficient, and this application is properly returnable today. Service of this Order shall be made on all persons who appeared on this application, either by counsel or in person, and upon the Registrar in accordance with the Interim Order but is otherwise dispensed with.

8. The Applicant may, on notice to such parties as the Court may order, seek leave at any time prior to the filing of the Articles of Arrangement to vary this Order or seek advice and directions as to the implementation of this Order, and to apply for such further order or orders as may be appropriate.

Justice of the Court of King's Bench of Alberta

Schedule "A"
Plan of Arrangement
(*See Attached*)

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

Whenever used in this Plan of Arrangement, unless there is something in the context or subject matter inconsistent therewith, the following defined words and terms have the indicated meanings and grammatical variations of such words and terms have corresponding meanings:

"**ABCA**" means the *Business Corporations Act*, RSA 2000, c B-9;

"**Aggregate Consideration**" means $282,279,857;

"**Applicable Securities Laws**" means, collectively, the Securities Act or similar statutes of each of the provinces and territories of Canada and the respective rules and regulations under such Laws, together with applicable published national, multilateral and local policy statements, instruments, notices and blanket orders of the provinces and territories of Canada and all rules, by-laws and regulations governing the TSX;

"**Applicable Laws**" means, in any context that refers to one or more Persons or its or their respective businesses, activities, properties, assets, undertakings or securities, the Laws that apply to such Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their respective businesses, activities, properties, assets, undertakings or securities and, for greater certainty, includes Applicable Securities Laws;

"**Arrangement**" means the arrangement pursuant to section 193 of the ABCA, on the terms set out in this Plan of Arrangement, as supplemented, modified or amended from time to time in accordance with this Plan of Arrangement or made at the direction of the Court in the Final Order;

"**Arrangement Agreement**" means the arrangement agreement dated March 30, 2026 between Pure Casino Entertainment Limited Partnership (by its general partner, Indigenous Gaming Partners Inc.), Purchaser, Gamehost, GMI, Gamehost Subsidiary (by its general partner, GMI) and GPCo with respect to the Arrangement (including the Schedules thereto), as supplemented, modified or amended in accordance with its terms;

"**Articles of Arrangement**" means the articles of arrangement in respect of this Plan of Arrangement required under section 193(4.1) of the ABCA to be filed with the Registrar after the Final Order has been granted and all other conditions precedent to the Arrangement have been satisfied or waived, to give effect to the Arrangement;

"**Business Day**" means, with respect to any action to be taken, any day other than a Saturday, Sunday or a statutory holiday in the Province of Alberta or New York, New York;

"**Certificate**" means the certificate or other proof of filing to be issued by the Registrar pursuant to section 193(11) of the ABCA in respect of the Articles of Arrangement;

"**Consideration**" means the consideration payable pursuant to this Plan of Arrangement to a Person who is a Gamehost Shareholder;

"**Contract**" means, with respect to a Person, a contract, lease, instrument, note, bond, debenture, mortgage, agreement, arrangement or understanding, written or oral, to which such Person, or any of its subsidiaries, is a party or under which such Person or any of its subsidiaries is bound, has unfulfilled obligations or contingent liabilities or is owed unfulfilled obligations, whether known or unknown, and whether asserted or not;

"**Court**" means the Court of King's Bench of Alberta;

"**CWB Commitment Letter**" means the Amended and Restated Commitment Letter dated December 27, 2024, between CWB Financial Group and GMI, in its capacity as general partner of Gamehost Subsidiary, as amended by the first amendment to the commitment letter dated November 28, 2025, and as further amended by the term extension offer dated December 18, 2025;

"**CWB Mortgages and Security**" means, collectively, the mortgages registered at the Alberta Land Titles Office under registration numbers 251 087 979 and 252 085 468 and the caveats filed at the Alberta Land Titles Office under registration numbers 251 087 980 and 252 085 469;

"**Deerfoot Inn & Casino Property**" means the real property located at 11500 – 35th Street SE in Calgary, Alberta and more particularly described on Schedule C to the Arrangement Agreement (the "**Deerfoot Inn & Casino Lands**") and the Improvements located thereon and all rights and benefits appurtenant thereto;

"**Depositary**" means the Person appointed by the Parties in connection with the Arrangement for the purpose of receiving deposits of certificates formerly representing Gamehost Shares and paying the Consideration;

"**Dissent Rights**" means the rights of dissent granted in favour of registered Gamehost Shareholders in accordance with Article 4;

"**Dissenting Shareholder**" means any registered Gamehost Shareholder who has duly and validly exercised its Dissent Rights with respect to the Gamehost Transaction Resolution pursuant to Article 4 and the Interim Order, and has not withdrawn or has not been deemed to have withdrawn, such exercise of Dissent Rights prior to the Effective Time;

"**DRS Advice**" means a direct registration system (DRS) advice;

"**Effective Date**" means the date the Arrangement becomes effective in accordance with the ABCA;

"**Effective Time**" means 12:01 a.m. on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

"**Encore Suites Property**" means the real property located at 10639 – 110 Street in Grande Prairie, Alberta and more particularly described on Schedule C to the Arrangement Agreement (the "**Encore Suites Lands**") and the Improvements located thereon and all rights and benefits appurtenant thereto;

"**Encumbrance**" means any mortgage, pledge, assignment, charge, lien, security interest, adverse interest in property, other third party interest or encumbrance of any kind whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, Contract or otherwise) capable of becoming any of the foregoing, and includes all mortgages, pledges, charges, liens, debentures, hypothecs, trust deeds, statutory or deemed trusts, assignments by way of security, security interests, conditional sales contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest, in the Gamehost Properties or any of them and any agreements, leases, options, easements, rights of way, restrictions, executions or other encumbrances, liens or interests (including notices or other registrations in respect of any of the foregoing) affecting title thereto, and "**Encumber**" shall have the correlative meaning;

"**Final Order**" means the order of the Court approving the Arrangement pursuant to section 193(4) of the ABCA, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both Gamehost and Purchaser, each acting reasonably;

"**Fixtures**" means all equipment, machinery, fixtures and other items of property, including all components thereof, that are now or hereafter (i) located in or on, or used in connection with, and (ii) permanently affixed to or otherwise incorporated into the Leaseback Lands and/or the Improvements. Notwithstanding the foregoing, Fixtures shall not include any Gaming Equipment;

"**Gamehost**" means Gamehost Inc., a corporation existing under the ABCA;

"**Gaming Equipment**" shall mean any and all gaming supplies (as defined in the *Gaming, Liquor and Cannabis Act* (Alberta)), gaming device parts inventory and other related gaming equipment and supplies used in connection with the operation of a casino, including slot machines, gaming tables, cards, dice, chips, tokens, player tracking systems, cashless wagering systems, electronic betting systems, mobile gaming systems, interactive gaming systems, inter-casino linked systems, on-line slot metering systems, and associated equipment, together with all improvements and/or additions thereto;

"**Gamehost Meeting**" means the special meeting of Gamehost Shareholders to be called and held in accordance with the Arrangement Agreement and the Interim Order to permit the Gamehost Shareholders to consider the Gamehost Transaction Resolution and related matters, and any adjournment(s) or postponement(s) thereof;

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

"**Gamehost Shares**" means the common shares of Gamehost outstanding immediately prior to the Effective Time;

"**Gamehost Subsidiary**" means Gamehost Limited Partnership, a limited partnership formed subject to Part 2 of the Partnership Act;

“**Gamehost Transaction Resolution**” means the special resolution in respect of the Arrangement to be considered and voted on by the Gamehost Shareholders at the Gamehost Meeting, substantially in the form included in Schedule B to the Arrangement Agreement, including any amendments or variations made thereto in accordance with the Arrangement Agreement or at the direction of the Court in the Interim Order, provided any amendments made at the discretion of the Court in the Interim Order are acceptable to Gamehost and Purchaser, each acting reasonably;

“**GHI Amalco**” means the corporation resulting from the amalgamation of Gamehost and GPCo pursuant to Section 3.1(f);

“**GHI Amalco 2**” means the corporation resulting from the amalgamation of Purchaser and GHI Amalco pursuant to Section 3.1(n);

“**GMI**” means Gamehost Management Inc., a corporation existing under the ABCA;

“**Governmental Authority**” means any: (i) domestic or foreign, multinational, national, federal, territorial, provincial, state, regional, municipal or local government or governmental, regulatory, legislative, executive or administrative authority, department, court, commission, board or tribunal, arbitral body, bureau, ministry, agency, regulator, legislature or instrumentality or official, including any political subdivision thereof; (ii) quasi-governmental or private body exercising regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (iii) any stock exchange;

“**GPCo**” means 2802028 Alberta Ltd., a corporation existing under the ABCA;

“**GPCo Assumed Liabilities**” means liabilities incurred by Gamehost Subsidiary (by its general partner, GMI) including liabilities for: (i) the payment of all principal and interest and the performance of the obligations arising under the CWB Commitment Letter (including in respect of the CWB Mortgages and Security); and (ii) the payment and performance of the Leaseback Service Contracts;

“**GPCo Excluded Liabilities**” means all liabilities of GMI except GPCo Assumed Liabilities;

“**Great Northern Casino Property**” means the real property located at 10910 and 10970 - 107A Avenue in Grande Prairie, Alberta and more particularly described on Schedule C to the Arrangement Agreement (the “**Great Northern Casino Lands**”) and the Improvements located thereon and all rights and benefits appurtenant thereto;

“**Improvements**” means, collectively, all buildings, structures and other improvements and Fixtures located on the Leaseback Lands;

“**Instruments**” means documents, assignments, deeds, transfers of land, instruments, leases, subleases, assignments, and surrenders of leases, mortgages, charges, easements, licenses, management contracts, personal property security contracts, and other agreements;

“**Interim Order**” means the interim order of the Court concerning the Arrangement under section 193(4) of the ABCA, containing declarations and directions with respect to the Arrangement and the holding of the Gamehost Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction prior to the Effective Time, provided that any such amendment or modification is acceptable to both Gamehost and Purchaser, each acting reasonably;

"**Laws**" means all laws (including, for greater certainty, common law), statutes, regulations, by-laws, statutory rules, Orders, ordinances, protocols, codes, guidelines, notices and directions enacted, promulgated, enforced, issued or entered by a Governmental Authority (including all Applicable Securities Laws) and the terms and conditions of any grant of approval, permission, judgment, decision, ruling, award, authority or license of any Governmental Authority or self-regulatory authority;

"**Leaseback Lands**" means, collectively, the Great Northern Casino Lands, Service Plus Inns & Suites Lands, Encore Suites Lands and Deerfoot Inn & Casino Lands, and all rights and benefits appurtenant thereto;

"**Leaseback Properties**" means, collectively, the Great Northern Casino Property, the Service Plus Inns & Suites Property, the Encore Suites Property and the Deerfoot Inn & Casino Property, and "Leaseback Property" means any of the foregoing;

"**Leaseback Service Contracts**" means all existing written contracts and agreements with third parties entered into by GMI in connection with the maintenance, repair, operation, cleaning, security, fire protection, utilities or servicing of the Leaseback Properties;

"**Letter of Transmittal**" means the letter of transmittal to be used by registered Gamehost Shareholders to surrender their certificate(s) or DRS Advice(s) (as applicable) which, immediately prior to the Effective Time, represented outstanding Gamehost Shares to the Depositary and provide instructions regarding the delivery of Consideration;

"**Nominee Agreement**" means, collectively: (i) the Bare Trust Agreement, dated February 16, 2024, between GMI and Gamehost Subsidiary in respect of the Encore Suites Property, Great Northern Casino Property, Service Plus Inns & Suites Property; and (ii) the Bare Trust and Nominee Agreement – Lands, dated December 1, 2024, between GMI and Gamehost Subsidiary in respect of the Deerfoot Inn & Casino Property;

"**Order**" means all judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, injunctions, orders, decisions, rulings, determinations, awards, or decrees of any Governmental Authority (in each case, whether temporary, preliminary or permanent);

"**Parties**" means Gamehost, Purchaser, GPCo, GHI Amalco, GHI Amalco 2, GMI and Gamehost Subsidiary;

"**Partnership Act**" means the *Partnership Act*, RSA 2000, c P-3;

"**Partnership Assets**" means all monies, properties and other assets as are at such time held by or on behalf of Gamehost Subsidiary or held by the general partner of Gamehost Subsidiary (in its capacity as general partner), including all beneficial right, title and interest in and to the Leaseback Properties on and subject to the terms of the Nominee Agreement;

"**Permitted Encumbrances**" means, collectively, the Encumbrances described in Schedule D attached to the Arrangement Agreement;

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

"**Plan of Arrangement**" means this plan of arrangement, as supplemented, modified or amended from time to time in accordance with the terms of the Arrangement Agreement and the terms hereof or at the direction of the Court in the Final Order;

"**Purchaser**" means 2799593 Alberta Ltd., a corporation existing under the ABCA;

"**Registrar**" means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under section 263 of the ABCA;

"**Securities Act**" means the *Securities Act*, RSA 2000, c S-4;

"**Service Plus Inns & Suites Property**" means the real property located at 10810 - 107A Avenue and 10702 – 108A Street in Grande Prairie, Alberta and more particularly described on Schedule C to the Arrangement Agreement (the "**Service Plus Inns & Suites Lands**") and the Improvements located thereon and all rights and benefits appurtenant thereto;

"**Tax Act**" means the *Income Tax Act*, RSC 1985, c 1 (5th Supp);

"**Total Gamehost Shares**" means the total number of issued and outstanding Gamehost Shares as at the Effective Time which, for greater certainty, shall include Gamehost Shares held by Dissenting Shareholders;

"**TSX**" means the Toronto Stock Exchange; and

"**Withholding Taxes**" has the meaning ascribed thereto in Section 5.3.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Plan of Arrangement into articles and sections is for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto" and "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders. Where the word "including" or "includes" is used in this Plan of Arrangement, it means "including (or includes) without limitation".

1.4 Date for Any Action

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

1.5 Currency

Unless otherwise indicated, all sums of money referred to in this Plan of Arrangement are expressed in lawful money of Canada.

1.6 References to Legislation

References in this Plan of Arrangement 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.

ARTICLE 2
THE ARRANGEMENT AGREEMENT

2.1 Plan Pursuant to the Arrangement Agreement

This Plan of Arrangement is made pursuant to the Arrangement Agreement. If there is any inconsistency or conflict between the provisions of this Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of this Plan of Arrangement shall govern.

2.2 Binding Effect

This Plan of Arrangement and the Arrangement shall become effective at, and be binding as and from, the Effective Time on each of the Parties, the Depositary, all registered and beneficial holders of Gamehost Shares (including Dissenting Shareholders), all holders of securities, options or other rights of each Party affected by the Arrangement, all counterparties to agreements, instruments or obligations terminated, amended or assumed pursuant to the Arrangement, and all other Persons, without any further act or formality required on the part of any Person except as expressly provided herein.

2.3 Filing of the Articles of Arrangement

The Articles of Arrangement shall be filed with the Registrar and the Certificate shall be issued in respect of this Plan of Arrangement in its entirety, with the purpose and intent that none of the provisions of this Plan of Arrangement shall become effective unless all of the provisions of this Plan of Arrangement shall have become effective in the sequence provided herein. The Certificate shall be conclusive evidence that the Arrangement has become effective and that each of the steps, events and transactions set out in Section 3.1 has become effective at the times and in the sequence provided therein. If no Certificate is required to be issued by the Registrar pursuant to section 193(11) of the ABCA, the Arrangement shall become effective on the date the Articles of Arrangement are filed with the Registrar pursuant to section 193(4.1) of the ABCA.

ARTICLE 3
PLAN OF ARRANGEMENT

3.1 Arrangement

The Arrangement is intended to be implemented in a manner that is tax-efficient for Gamehost and Gamehost Shareholders. Gamehost may make such elections under the Tax Act, the *Excise Tax Act* (Canada) and any applicable provincial or territorial tax legislation as are necessary or desirable to give effect to the Arrangement, including the timing of the transactions comprising the Arrangement. Commencing at the Effective Time, each of the steps, events or transactions set out in this Section 3.1 shall, except for steps, events or transactions deemed to occur concurrently with other steps, events or transactions as set out below, occur and shall be deemed to occur consecutively in two minute intervals in the following order (or in such other manner, order or times as Gamehost and Purchaser may agree in writing) without any further act or formality, except as otherwise provided herein:

(a) Without any further act or formality by or on behalf of any Person, the constating documents of each of Gamehost and GPCo, the partnership agreement in respect of Gamehost Subsidiary and the Nominee Agreement shall be deemed to be amended solely to the extent necessary to facilitate the Arrangement and the implementation of the steps, events and transactions contemplated by this Plan of Arrangement.

(b) GPCo shall be deemed to be appointed as general partner of Gamehost Subsidiary without any further act or formality, and thereupon:

(i) GMI shall be deemed to have resigned, withdrawn and retired as a general partner of Gamehost Subsidiary and shall cease to have any rights as general partner of Gamehost Subsidiary;

(ii) GMI shall cease to be the holder of any general partnership interest and GPCo shall be deemed to be the holder of such general partnership interest free and clear of any Encumbrances;

(iii) the partnership register and other records of Gamehost Subsidiary shall be updated to reflect GPCo as the sole general partner thereof;

(iv) GMI (as former general partner of Gamehost Subsidiary) shall be deemed to transfer and assign the Partnership Assets and all of its respective right, title and interest in and to the Partnership Assets to GPCo (as general partner of Gamehost Subsidiary), and GPCo (as general partner of Gamehost Subsidiary), shall be deemed to acquire the Partnership Assets from GMI (as former general partner of Gamehost Subsidiary);

(v) title to the Partnership Assets shall be subject only to the Permitted Encumbrances;

(vi) GMI shall be deemed to acknowledge, declare, covenant and agree that:

(A) it holds legal title to the fee simple interest in and to the Leaseback Properties, and all right, title, and interest therein and benefit to be derived therefrom, as nominee and bare trustee on behalf of Gamehost Subsidiary (by its general partner, GPCo);

(B) it has no beneficial interest in the Leaseback Properties;

(C) all attributes of the beneficial ownership of the Leaseback Properties shall be and remain in, Gamehost Subsidiary (by its general partner, GPCo);

(D) it shall at all times, and from time to time, deal with the Leaseback Properties only in accordance with the instructions and directions of Gamehost Subsidiary (by its general partner, GPCo), and not otherwise;

(E) it shall do no act relating to the Leaseback Properties without the express authorization and direction of Gamehost Subsidiary (by its general partner, GPCo); and

(F) it shall enter into, and execute and deliver as nominee for Gamehost Subsidiary (by its general partner, GPCo) only such Instruments as may from time to time be requested by Gamehost Subsidiary (by its general partner, GPCo) in connection with the Leaseback Properties including without limiting the generality of the foregoing transfers of land in registrable and/or other form(s) of all right, title, and interest of GMI in the Leaseback Properties;

(vii) title to the Leaseback Properties shall be subject only to the Permitted Encumbrances; and

(viii) GPCo and GMI shall each be deemed to acknowledge, declare, covenant and agree that:

(A) GPCo will assume and pay when due and perform and discharge in accordance with their terms, the GPCo Assumed Liabilities;

(B) notwithstanding any other provision of this Plan of Arrangement, GPCo will not be liable for any liability of GMI other than the GPCo Assumed Liabilities; and

(C) the GPCo Excluded Liabilities will remain the sole responsibility of, and will be retained, paid and performed solely by GMI.

(c) Without any further act or formality by or on behalf of any Person, the partnership agreement in respect of Gamehost Subsidiary shall be deemed to provide that all income, losses, deductions and other amounts for tax purposes of Gamehost Subsidiary attributable to the period commencing at the beginning of its current fiscal period and ending at the Effective Time shall be allocated to the partners of Gamehost Subsidiary immediately prior to the Effective Time in proportion to their respective partnership interests at such time, notwithstanding that any such Person may not be a partner of Gamehost Subsidiary at the end of such fiscal period.

(d) Without any further act or formality by or on behalf of Gamehost, Gamehost Subsidiary or any other Person, Gamehost shall assume, as a contribution of partnership capital, all of the liabilities and obligations of Gamehost Subsidiary, and Gamehost Subsidiary shall increase the limited partnership interest of Gamehost to reflect such assumption of liabilities.

(e) Without any further act or formality by or on behalf of Gamehost Subsidiary, Gamehost, GPCo or any other Person:

(i) as part of the cessation of Gamehost Subsidiary, Gamehost Subsidiary shall distribute an undivided interest in each property and asset of Gamehost Subsidiary to Gamehost and GPCo in proportion to their respective interests in the capital of Gamehost Subsidiary in full payment and satisfaction of their respective interests in Gamehost Subsidiary, as contemplated under subsection 98(3) of the Tax Act;

(ii) GPCo shall be deemed to have requested that such property and assets shall be partitioned into fractions that represent Gamehost and GPCo's prior undivided interest in such property and assets;

(iii) GPCo shall be deemed to have requested that each fraction held by Gamehost and GPCo shall be consolidated such that each of Gamehost and GPCo holds a divided interest in their own property and assets;

(iv) Gamehost Subsidiary shall cease to exist and the partnership agreement in respect of Gamehost Subsidiary shall be terminated and cease to have any further force or effect for any purpose; and

(v) the partnership register and other records of Gamehost Subsidiary shall be updated to reflect the dissolution and termination of Gamehost Subsidiary.

(f) Gamehost and GPCo shall amalgamate pursuant to section 184(1) of the ABCA and continue as GHI Amalco, and:

(i) the provisions of subsections 186(b), (c), (d), (e) and (f) of the ABCA shall apply to such amalgamation with the result that:

(A) the property of each of Gamehost and GPCo (except amounts receivable from such corporations or shares of GPCo) shall continue to be the property of GHI Amalco;

(B) GHI Amalco shall continue to be liable for the obligations of each of Gamehost and GPCo (except amounts payable to such corporations);

(C) any existing cause of action, claim or liability to prosecution shall be unaffected;

(D) any civil, criminal or administrative action or proceeding pending by or against Gamehost or GPCo may be continued to be prosecuted by or against GHI Amalco; and

(E) any conviction against, or ruling, order or judgment in favour of or against, Gamehost or GPCo may be enforced by or against GHI Amalco;

(ii) the shares of GPCo shall be cancelled without any repayment of capital in respect of those shares;

(iii) the articles of amalgamation will be the same as the articles of incorporation of Gamehost;

(iv) no securities shall be issued by GHI Amalco in connection with the amalgamation; and

(v) the stated capital of GHI Amalco shall be the same as the stated capital of Gamehost.

(g) GMI shall be deemed to acknowledge, declare, covenant and agree that:

(i) it holds legal title to the fee simple interest in and to the Leaseback Properties, and all right, title, and interest therein and benefit to be derived therefrom, as nominee and bare trustee on behalf of GHI Amalco;

(ii) it has no beneficial interest in the Leaseback Properties;

(iii) all attributes of the beneficial ownership of the Leaseback Properties shall be and remain in, GHI Amalco;

(iv) it shall at all times, and from time to time, deal with the Leaseback Properties only in accordance with the instructions and directions of GHI Amalco, and not otherwise;

(v) it shall do no act relating to the Leaseback Properties without the express authorization and direction of GHI Amalco; and

(vi) it shall enter into, and execute and deliver as nominee for GHI Amalco only such Instruments as may from time to time be requested by GHI Amalco in connection with the Leaseback Properties including without limiting the generality of the foregoing transfers of land in registrable and/or other form(s) of all right, title, and interest of GMI in the Leaseback Properties.

(h) Without any further act or formality by or on behalf of any Person, the constating documents of GHI Amalco shall be deemed to be amended solely to the extent necessary to facilitate the Arrangement and the implementation of the steps, events and transactions contemplated by this Plan of Arrangement.

(i) The Gamehost Shares held by Dissenting Shareholders shall be, and shall be deemed to be, transferred to, and acquired by, GHI Amalco (free and clear of any Encumbrances), and:

  (i) such Dissenting Shareholders shall cease to be the holders of the Gamehost Shares so transferred and to have any rights as Gamehost Shareholders other than the right to be paid fair value for such Gamehost Shares as set out in Section 4.1;

  (ii) such Dissenting Shareholders' names shall be removed from the register of holders of Gamehost Shares maintained by or on behalf of GHI Amalco as it relates to the Gamehost Shares so transferred; and

  (iii) all such Gamehost Shares shall be cancelled.

(j) The Parties shall, forthwith following the effective time of Section 3.1(i), make the appropriate entries into their securities registers to reflect the matters referred to under Section 3.1(i).

(k) Subject to Section 3.1(i), each issued and outstanding Gamehost Share (other than those transferred to GHI Amalco pursuant to Section 3.1(i)) shall be, and shall be deemed to be, transferred to, and acquired by, Purchaser (free and clear of any Encumbrances) and each Gamehost Shareholder whose Gamehost Shares are so transferred to Purchaser shall be entitled to receive (and, for greater certainty, the Purchaser or the Depositary shall be entitled to withhold or deduct any amounts in accordance with Section 5.3) an amount of cash, rounded to the nearest whole cent, equal to the amount obtained by multiplying the Aggregate Consideration by a fraction, rounded to the nearest eight decimal places, the numerator of which is the number of Gamehost Shares held by such Gamehost Shareholder and the denominator of which is the Total Gamehost Shares.

(l) The Parties shall, forthwith following the effective time of Section 3.1(k), make the appropriate entries into their securities registers to reflect the matters referred to under Section 3.1(k).

(m) Each Gamehost Shareholder (other than Dissenting Shareholders) shall cease to be the holder of the Gamehost Shares transferred pursuant to Section 3.1(k) and to have any rights as a Gamehost Shareholder other than the right to receive the Consideration payable to such holder on the basis set forth in Section 3.1(k).

(n) Purchaser and GHI Amalco shall amalgamate pursuant to section 184(1) of the ABCA and continue as GHI Amalco 2, and:

(i) the provisions of subsections 186(b), (c), (d), (e) and (f) of the ABCA shall apply to such amalgamation with the result that:

(A) the property of each of Purchaser and GHI Amalco (except amounts receivable from such corporations or shares of GHI Amalco) shall continue to be the property of GHI Amalco 2;

(B) GHI Amalco 2 shall continue to be liable for the obligations of each of Purchaser and GHI Amalco (except amounts payable to such corporations);

(C) any existing cause of action, claim or liability to prosecution shall be unaffected;

(D) any civil, criminal or administrative action or proceeding pending by or against Purchaser or GHI Amalco may be continued to be prosecuted by or against GHI Amalco 2; and

(E) any conviction against, or ruling, order or judgment in favour of or against, Purchaser or GHI Amalco may be enforced by or against GHI Amalco 2; and

(ii) the shares of GHI Amalco shall be cancelled without any repayment of capital in respect of those shares;

(iii) the articles of amalgamation will be the same as the articles of incorporation of Purchaser;

(iv) no securities shall be issued by GHI Amalco 2 in connection with the amalgamation; and

(v) the stated capital of GHI Amalco 2 shall be the same as the stated capital of Purchaser.

(o) GMI shall be deemed to acknowledge, declare, covenant and agree that:

(i) it holds legal title to the fee simple interest in and to the Leaseback Properties, and all right, title, and interest therein and benefit to be derived therefrom, as nominee and bare trustee on behalf of GHI Amalco 2;

(ii) it has no beneficial interest in the Leaseback Properties;

(iii) all attributes of the beneficial ownership of the Leaseback Properties shall be and remain in, GHI Amalco 2;

(iv) it shall at all times, and from time to time, deal with the Leaseback Properties only in accordance with the instructions and directions of GHI Amalco 2, and not otherwise;

(v) it shall do no act relating to the Leaseback Properties without the express authorization and direction of GHI Amalco 2; and

(vi) it shall enter into, and execute and deliver as nominee for GHI Amalco 2 only such Instruments as may from time to time be requested by GHI Amalco 2 in connection with the Leaseback Properties including without limiting the generality of the foregoing transfers of land in registrable and/or other form(s) of all right, title, and interest of GMI in the Leaseback Properties.

ARTICLE 4
RIGHTS OF DISSENT

4.1 Rights of Dissent

Registered Gamehost Shareholders may exercise Dissent Rights with respect to the Gamehost Shares held by such holders in connection with the Arrangement pursuant to and in the manner set forth in section 191 of the ABCA, as modified by the Interim Order and this Section 4.1, provided that, notwithstanding section 191(5) of the ABCA, the written notice setting forth a registered Gamehost Shareholder's objection to the Gamehost Transaction Resolution must be received in accordance with the Interim Order by no later than 5:00 p.m. (Calgary time) on the Business Day which is five Business Days immediately preceding the date of the Gamehost Meeting. Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the Gamehost Shares held by them and in respect of which Dissent Rights have been validly exercised to GHI Amalco (free and clear of all Encumbrances) without any further act or formality at the effective time of Section 3.1(i), notwithstanding the provisions of section 191 of the ABCA, and if they:

(a) ultimately are entitled to be paid fair value for such Gamehost Shares, they: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.1(i)); (ii) shall be paid by GHI Amalco the fair value of such Gamehost Shares, which fair value shall be determined as of the close of business on the last Business Day before the Gamehost Transaction Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Gamehost Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Gamehost Shares, they shall be deemed to have participated in the Arrangement, commencing at the Effective Time, on the same basis as a non-dissenting holder of Gamehost Shares notwithstanding the provisions of section 191 of the ABCA.

4.2 Recognition of Dissenting Shareholders

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

(b) For greater certainty, in no case shall Gamehost, Purchaser or any other Person be required to recognize Dissenting Shareholders as holders of Gamehost Shares in respect of which Dissent Rights have been validly exercised after the effective time of Section 3.1(i).

4.3 Other Dissent Provisions

(a) In addition to any other restrictions in section 191 of the ABCA, Gamehost Shareholders who have voted in favour of the Gamehost Transaction Resolution shall not be entitled to exercise Dissent Rights.

(b) A Person may only exercise Dissent Rights in respect of all, and not less than all, of such Person's Gamehost Shares.

ARTICLE 5
CERTIFICATES AND DELIVERY OF CONSIDERATION

5.1 Delivery of Consideration

(a) Purchaser shall, on the Effective Date, prior to sending the Articles of Arrangement to the Registrar, deposit, or cause to be deposited, in escrow with the Depositary pending completion of the Arrangement, a cash amount equal to the Aggregate Consideration (excluding, for greater certainty, any amounts payable in respect of Gamehost Shares held by Dissenting Shareholders who have validly exercised Dissent Rights and have not withdrawn such Dissent Rights as of the Effective Date), which cash shall be held, as of the effective time of Section 3.1(k), by the Depositary as agent and nominee for the Gamehost Shareholders in accordance with the provisions of this Article 5, in each case in a manner consistent with Section 2.6 of the Arrangement Agreement.

(b) Forthwith following the effective time of Section 3.1(k), subject to Section 5.1(c), Purchaser shall cause to be delivered to each Gamehost Shareholder (other than Dissenting Shareholders) the Consideration payable in respect of the Gamehost Shares as required by Section 3.1(k).

(c) The Depositary shall deliver the Consideration to which former Gamehost Shareholders (other than Dissenting Shareholders) are entitled in respect of those Gamehost Shares that were transferred or deemed to be transferred pursuant to Section 3.1(k) and which are held on a book-entry basis, less any amounts withheld pursuant to Section 5.3, in accordance with normal industry practice for payments relating to securities held on a book-entry only basis. With respect to those

Gamehost Shares not held on a book-entry basis, upon surrender to the Depositary for cancellation of certificate(s) or DRS Advice(s) (as applicable) which, immediately prior to the Effective Time, represented outstanding Gamehost Shares that were transferred or deemed to be transferred pursuant to Section 3.1(k) together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, each former holder of Gamehost Shares represented by such surrendered certificate(s) or DRS Advice(s) shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder as directed in the Letter of Transmittal, the Consideration which such former holder has the right to receive under this Plan of Arrangement for such Gamehost Shares less any amounts withheld pursuant to Section 5.3 and any certificate(s) so surrendered shall forthwith be cancelled.

(d) Until surrendered as contemplated by Section 5.1(c) (which, for the purposes of this Section 5.1(d) shall be deemed to apply to Dissenting Shareholders) each certificate or DRS Advice that immediately prior to the Effective Time represented Gamehost Shares shall be deemed after the Effective Time to represent only the right to receive upon such surrender the Consideration to which such former holders of such Gamehost Shares are entitled under the Arrangement, less any amounts withheld pursuant to Section 5.3, or as to those held by Dissenting Shareholders, other than those Dissenting Shareholders deemed to have participated in the Arrangement pursuant to Section 4.1(b), to receive the fair value of the Gamehost Shares represented by such certificate.

(e) Subject to any Applicable Laws relating to unclaimed personal property, any certificate formerly representing Gamehost Shares that is not deposited, together with all other documents required hereunder, on or before the last Business Day before the third anniversary of the Effective Date, and any right or claim by or interest of any kind or nature, including the right of a former Gamehost Shareholder to receive the Consideration to which such holder is entitled pursuant to the Arrangement, shall terminate and be deemed to be surrendered and forfeited to Purchaser for no Consideration, together with all entitlements to dividends, distributions and interest thereon. In such case, such Consideration shall be returned to Purchaser.

(f) No Gamehost Shareholder shall be entitled to receive any consideration with respect to the Gamehost Shares other than the Consideration to which the holder is entitled to receive under the Arrangement and, for greater certainty, no such holder will be entitled to receive any interest, dividend, premium or other payment in connection therewith.

5.2 Lost Certificates

If any certificate which immediately prior to the Effective Time represented an interest in one or more outstanding Gamehost Shares that was transferred pursuant to Section 3.1 has been lost, stolen or destroyed, upon satisfying such reasonable requirements as may be imposed by Purchaser and the Depositary in relation to the issuance of replacement share certificates, the Depositary will issue and deliver in exchange for such lost, stolen or destroyed certificate the Consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement, deliverable in accordance with such holder's Letter of Transmittal. The Person who is entitled to receive such Consideration shall, as a condition precedent to the receipt thereof, give a bond satisfactory to each of Purchaser, Gamehost and Gamehost's transfer agent in such form as is satisfactory to Purchaser, Gamehost and Gamehost's transfer agent, or shall otherwise indemnify Purchaser, Gamehost and Gamehost's transfer agent, to the reasonable satisfaction of such parties, against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.3 Withholdings

Gamehost, Purchaser and the Depositary shall be entitled to deduct or withhold from any amounts payable to any Person pursuant to the Arrangement, such amounts as Gamehost, Purchaser or the Depositary reasonably determines it is required to deduct or withhold with respect to such payment, issuance or transfer, as the case may be, under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax Law ("**Withholding Taxes**"). To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated, for all purposes hereof, as having been paid or delivered to such Person in respect of whom such deduction or withholding was made, provided that such deducted or withheld amounts are timely remitted to the appropriate Governmental Authority.

5.4 No Encumbrances

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

5.5 Paramountcy

From and after the Effective Time:

(a) this Plan of Arrangement shall take precedence and priority over any and all rights related to Gamehost Shares issued or outstanding prior to the Effective Time;

(b) the rights and obligations of Gamehost, Purchaser, GPCo, GHI Amalco, GHI Amalco 2, the Depositary, GMI, Gamehost Subsidiary, the Gamehost Shareholders (including Dissenting Shareholders) and any trustee, transfer agent or other depositary therefor, shall be solely as provided for in this Plan of Arrangement; and

(c) all actions, causes of action, claims or proceedings (actual or contingent, and whether or not previously asserted) based on or in any way relating to any Gamehost Shares shall be deemed to have been settled, compromised, released and determined without liability except as set forth in this Plan of Arrangement.

ARTICLE 6
AMENDMENTS

6.1 Amendment of this Plan of Arrangement

(a) Gamehost and Purchaser may amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be: (i) set out in writing; (ii) approved by both Gamehost and Purchaser, each acting reasonably; (iii) filed with the Court and, if made following the Gamehost Meeting, approved by the Court; and (iv) communicated to the Gamehost Shareholders, if and as required by the Court.

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

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

(d) Gamehost and Purchaser may agree not to implement this Plan of Arrangement, notwithstanding the passing of the Gamehost Transaction Resolution and the receipt of the Final Order.

(e) This Plan of Arrangement may be amended, modified or supplemented following the Effective Time unilaterally by Purchaser, provided that it concerns a matter which, in the reasonable opinion of Purchaser, is of an administrative or technical nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any former holder of Gamehost Shares.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the steps, events and transactions set out in this Plan of Arrangement shall occur and shall be deemed to occur in the order and at the times provided herein without any further act or formality, each of the Parties shall, from time to time and at all times, make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments and documents as may reasonably be required to give effect to the Arrangement and to evidence or perfect the steps, events and transactions contemplated hereby.