BIODE VENTURES LTD.

and

EXRO TECHNOLOGIES INC.

and

1089001 B.C. LTD.

AMALGAMATION AGREEMENT

Dated for reference November 7, 2016

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT dated as of the 7th day of November, 2016

AMONG:

BIODE VENTURES LTD., a corporation incorporated under the laws of the Province of British Columbia

("**BioDE**")

AND:

1089001 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia

("**Newco**")

AND:

EXRO TECHNOLOGIES INC., a corporation incorporated under the laws of the Province of British Columbia

("**Exro**")

WITNESSES THAT:

WHEREAS BioDE and Exro wish to combine their businesses by means of the Amalgamation (as defined herein) between Newco, a wholly-owned subsidiary of BioDE, and Exro;

AND WHEREAS, the board of directors of BioDE has determined that the Amalgamation to be effected pursuant to this Agreement is advisable and in the best interests of BioDE and has approved the transactions contemplated by this Agreement;

AND WHEREAS, the board of directors of Exro has determined that the Amalgamation to be effected pursuant to this Agreement is advisable and in the best interests of Exro and has approved the transactions contemplated by this Agreement and determined to recommend approval of the Amalgamation and the other transactions contemplated hereby to the Holders of Exro Shares (as defined herein);

AND WHEREAS, in furtherance of the Amalgamation, the board of directors of Exro has determined to submit the Exro Amalgamation Resolution (as defined herein) in accordance with the *BCBCA* (as defined herein) to the Holders of Exro Shares for approval;

AND WHEREAS, BioDE, as the sole shareholder of Newco, will approve the Amalgamation, in accordance with the *BCBCA*;

AND WHEREAS, upon the Amalgamation becoming effective, the Exro Shares will be exchanged for BioDE Shares (as defined herein) and the Newco Shares (as defined herein) will remain issued and outstanding in accordance with the provisions of this Agreement;

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

(a) "***1933 Act***" means the *Securities Act of 1933*, as amended;

(b) "**affiliate**" has the meaning ascribed thereto in the *Securities Act* unless otherwise expressly stated herein;

(c) "**Agreement**" means this amalgamation agreement, including the schedules hereto;

(d) "**Amalgamation**" means the amalgamation of Newco and Exro pursuant to the *BCBCA* as provided for in this Agreement;

(e) "**Amalgamation Application**" means the amalgamation application without court approval to be filed with the Registrar, in the form attached as Schedule D;

(f) "**Appropriate Regulatory Approvals**" means all rulings, consents, orders, exemptions, permits and other approvals of Governmental Entities, including the CSE, required or necessary for the completion of the transactions provided for in this Agreement and the Amalgamation;

(g) "***BCBCA***" means the British Columbia *Business Corporations Act*, as amended;

(h) "**BioDE Assets**" means all of the property and assets of BioDE used in connection with or otherwise relating to the Business, whether real or personal, tangible or intangible, of every kind and description and, wheresoever situate;

(i) **"BioDE Excluded Assets"** means that portion of the BioDE Assets listed in Schedule G, which BioDE covenants to sell on the Effective Date under section 7.3(e) of this Agreement and the proceeds of which BioDE intends to distribute to the shareholders of BioDE who are shareholders of record of BioDE as of November 7, 2016;

(j) "**BioDE Financial Statements**" means the audited annual financial statements for BioDE for the year ended January 31, 2016 comprising the statements of financial position as at January 31, 2016 and as at January 31, 2015, and the statements of operations and comprehensive income, changes in shareholders' equity and cash flows for the year ended January 31, 2016 and the unaudited interim financial statements for BioDE for the three months ended April 30, 2016 comprising the condensed interim statements of financial position as at April 30, 2016 and as at January 31, 2016 and the statements of operations and comprehensive loss, changes in shareholders' equity and cash flows for the three months ended April 30, 2016, all prepared in accordance with International Financial Reporting Standards;

(k) "**BioDE Party**" means BioDe or Newco; "**BioDE Parties**" means collectively, BioDE and Newco;

(l) "**BioDE Shares**" means the common shares in the capital of BioDE;

(m) "**BioDE Transfer Agent**" means TMX Equity Transfer Services;

(n) "**Business**" means the business currently and heretofore carried on by Exro or BioDE, as the case may be;

(o) "**Business Day**" means a day on which commercial banks are generally open for business in Vancouver, British Columbia other than a Saturday, Sunday or a day observed as a holiday in Vancouver, British Columbia under the Laws of the Province of British Columbia or the federal Laws of Canada;

(p) "**Certificate of Amalgamation**" means the certificate of amalgamation issued by the Registrar giving effect to the Amalgamation;

(q) "**Charter Documents**" means, as applicable, the articles, notice of articles or other similar constating or constitutional documents of any body corporate;

(r) "**Concurrent Financing**" means the private placement of securities of BioDE to be completed in conjunction with the Amalgamation to raise gross proceeds of not less than $1,600,000;

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

(t) "**Corporate Laws**" means all applicable corporate laws, including those set forth in the *BCBCA*;

(u) "**Effective Date**" means the date shown on the Certificate of Amalgamation;

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

(w) "**Encumbrance**" means any encumbrance affecting property, whether or not registered or recorded, including a mortgage, lien, license, charge, security interest, pledge, conditional sales contract, an option or other rights to acquire any interest in any property, any adverse claims or rights in any property and a voting trust or pooling arrangement with respect to securities;

(x) "**Exro Amalgamation Resolution**" means the special resolution of the Holders of Exro Shares approving the Amalgamation and approving the adoption of this Agreement to be substantially in the form and content of Schedule B hereto;

(y) "**Exro Assets**" means all of the property and assets of Exro used in connection with or otherwise relating to the Business as a going concern, whether real or personal, tangible or intangible, of every kind and description and, wheresoever situate;

(z) "**Exro Debt Settlement Agreements**" means the fully executed debt settlements entered into between Exro and each of the Exro debt holders;

(aa) "**Exro Dissent Rights**" has the meaning specified in Subsection 3.1(a);

(bb) "**Exro Dissenting Shareholder**" means a Holder of Exro Shares who dissents from the Amalgamation in compliance with the Exro Dissent Rights;

(cc) "**Exro Financial Statements**" means the audited financial statements for Exro for the fiscal year ended December 31, 2015, together with related statements of income, cash flows, and changes in shareholders' equity for the fiscal year then ended, all prepared in accordance with International Financial Reporting Standards and audited by an independent auditor registered with the Canadian Public Accountability Board, and the unaudited financial statements for Exro for the nine month interim period ended September 30, 2016, together with related statements of income, cash flows and changes in shareholders' equity for the period then ended;

(dd) "**Exro Shares**" means the common shares in the capital of Exro;

(ee) "**Governmental Entity**" means any:

(i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign;

(ii) subdivision, agent, commission, board, or authority of any of the foregoing; or

(iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

(ff) "**Holders**" means, when used with reference to the Exro Shares, the Newco Shares, or the BioDE Shares, the holders of such Exro Shares, Newco Shares or BioDE Shares, as applicable, shown from time to time in the registers maintained by or on behalf of Exro, Newco or BioDE, as applicable, in respect of such Exro Shares, Newco Shares or BioDE Shares, as applicable;

(gg) "**International Securities Laws**" means any securities laws having application to the securities issued pursuant to this Agreement other than the laws of Canada or the United States, and all regulatory notices, orders, rules, regulations, policies and other instruments incidental thereto;

(hh) "**Laws**" means all applicable statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority;

(ii) "**Material Adverse Change**" means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, financial condition, prospects, licenses, permits, concessions, rights, liabilities or privileges, whether contractual or otherwise, of Exro, BioDE or Newco, as the case may be, that is, or could reasonably be expected to be, materially adverse to the business of Exro, BioDE or Newco, as the case may be, and their Subsidiaries considered as a whole, other than a change:

(i) that relates to or arises out of a matter that has, prior to the date hereof, been publicly disclosed or otherwise disclosed in writing to the other party hereto; or

(ii) that relates to or arises out of general economic, financial, currency exchange, securities or commodity market conditions in Canada or elsewhere;

(jj) "**Material Adverse Effect**", when used in connection with Exro, BioDE or Newco, means any change, effect, event or occurrence with respect to its condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), businesses, prospects, operations or results of operations or those of its Subsidiaries, that is, or would be reasonably expected to be, material and adverse to the current or future business, operations, regulatory status, financial condition or results of operations of Exro, BioDE or Newco, as the case may be, and their respective Subsidiaries taken as a whole;

(kk) "**Material Fact**" means, when used in relation to securities issued or proposed to be issued, a fact that would reasonably be expected to have a significant effect on the market price or value of the securities;

(ll) "**misrepresentation**" means

(i) an untrue statement of a material fact, or

(ii) an omission to state a material fact that is

(A) required to be stated, or

(B) necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made;

(mm) "**Newco**" means, prior to the Amalgamation, 1089001 B.C. Ltd., a corporation incorporated under the laws of the Province of British Columbia and, after the Amalgamation, the surviving corporation to the Amalgamation;

(nn) "**Newco Amalgamation Resolution**" means the resolution of the sole shareholder of Newco, to be signed by BioDE in its capacity as the sole Holder of the Newco Shares, approving the Amalgamation and approving the adoption of this Agreement to be substantially in the form and content of Schedule A hereto;

(oo) "**Newco Shares**" means the common shares in the capital of Newco;

(pp) "**Person**" means an individual, firm, sole proprietorship, partnership, joint venture, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative, Governmental Entity, or other entity, whether or not having legal status;

(qq) "**Promissory Note**" means the promissory note or notes from Exro to BioDE whereby Exro promises to repay to BioDE up to $300,000 with interest under the terms of such note or notes;

(rr) "**Registrar**" means the person appointed as the Registrar of Companies under section 400 of the *BCBCA*;

(ss) "***Securities Act***" means the *Securities Act* (British Columbia), as amended;

(tt) "**Securities Authorities**" means the appropriate securities commissions, stock exchanges or similar regulatory authorities in each of the provinces and territories of Canada and the United States of America and the applicable states thereof;

(uu) **"Securities Laws"** means the securities laws in all jurisdictions relevant to the issuance and transfer of the securities pursuant to the terms of this Agreement, including: (i) the *Securities Act* and the regulations made under that enactment, or the equivalent legislation in each province and territory of Canada, (ii) the rules, regulations, instruments and policies adopted by the Securities Authorities, (iii) CSE policies, each as amended from time to time, and (iv) the federal and state securities legislation of the United States, including the *1933 Act*, as applicable, but does not include International Securities Laws;

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

(ww) "**Subsidiary**" means, with respect to a specified body corporate, a body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the directors thereof, whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency, are at the time owned, directly or indirectly, by such specified body corporate, and includes a body corporate in like relation to a subsidiary;

(xx) "**Tax**" and "**Taxes**" means, with respect to any Person, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes (including source withholdings in respect of income taxes, Canada Pension Plan and employment insurance premiums), payroll taxes, employment taxes, pension plan premiums, excise, severance, social security premiums, workers' compensation premiums, unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

(yy) "***Tax Act***" means the *Income Tax Act* (Canada) and the regulations thereunder, as amended, and the *Internal Revenue Code* of the United States of America and the regulations thereunder, as amended, as applicable; and

(zz) "**Tax Returns**" means all returns, declarations, reports, information returns and statements filed or required to be filed with any Governmental Entity relating to Taxes.

1.2 Currency

All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.3 Interpretation Not Affected By Headings

The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the schedules hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

1.4 Number and Gender

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders.

1.5 Date for Any Action

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

1.6 Meanings

Words and phrases used herein and defined in the *BCBCA* shall have the same meaning herein as in the *BCBCA*, unless otherwise defined herein or the context otherwise requires. Unless otherwise specifically indicated or the context otherwise requires, "include", "includes" and "including" shall be deemed to be followed by the words "without limitation".

1.7 Knowledge

Where any matter is stated to be "to the knowledge" or "to the best of the knowledge" of a party or words to like effect in this Agreement, the party shall, in addition to making any other reasonable inquiries, make inquiries of senior officers of the party.

1.8 Schedules

The following Schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof:

Schedule A	-	Form of Newco Amalgamation Resolution
Schedule B	-	Form of Exro Amalgamation Resolution
Schedule C	-	Articles of Newco following the Amalgamation
Schedule D	-	Form of Amalgamation Application
Schedule E	-	Intellectual Property of Exro
Schedule F	-	Capitalization Table of Exro
Schedule G		BioDE Excluded Assets

ARTICLE 2
THE AMALGAMATION

2.1 Agreement to Amalgamate and Implementation Steps

(a) Upon the terms and subject to the conditions of this Agreement, Newco and Exro will amalgamate and continue as one corporation under the *BCBCA*.

(b) Exro covenants in favour of BioDE and Newco that Exro shall lawfully have the Exro Amalgamation Resolution approved at a duly convened and held general meeting of Holders of Exro Shares as soon as reasonably practicable and, in any event, no later than November 21, 2016, or such other date as may be agreed to by Exro and BioDE.

(c) BioDE covenants in favour of Exro and Newco that BioDE shall in its capacity as the sole shareholder of Newco sign the Newco Amalgamation Resolution as soon as reasonably practicable and, in any event, no later than November 21, 2016, or such other date as may be agreed to by Exro and BioDE.

(d) Subsequent to the amalgamation of Exro and Newco, BioDE and Newco may carry out a vertical short form amalgamation at the sole discretion of BioDE.

2.2 Securities Compliance

BioDE shall use reasonable best efforts to obtain all orders required, if any, from the applicable Governmental Entities to permit the issuance and first resale of the BioDE Shares issuable pursuant to the Amalgamation, including the submission of a listing application to the CSE, or the taking of any proceeding with, or the obtaining of any further order, ruling or consent from, any Governmental Entity under any Canadian federal, provincial or territorial securities or other Laws or pursuant to the rules and regulations of any Governmental Entity administering such Laws, or the fulfillment of any other legal requirement in any such jurisdiction (other than, with respect to such first resales, any restrictions on transfer by reason of, among other things, a Holder being a "control person" for purposes of Canadian federal, provincial or territorial Securities Laws).

2.3 Preparation of Filings

(a) BioDE and Exro shall cooperate in:

(i) the preparation of any application for the orders and the preparation of any documents reasonably deemed by BioDE or Exro to be necessary to discharge their respective obligations under Corporate Laws and Securities Laws in connection with the Amalgamation and the other transactions contemplated hereby;

(ii) the taking of all such action as may be required under any applicable Corporate Laws and Securities Laws in connection with the issuance of the BioDE Shares in connection with the Amalgamation; provided, however, that with respect to the United States "blue sky" and Canadian provincial qualifications, none of BioDE, Exro or Newco shall be required to register or qualify as a foreign corporation or to take any action that would subject it to service of process in any jurisdiction where such entity is not now so subject; and

(iii) the taking of all such action as may be required under the *BCBCA* or other applicable Laws in connection with the transactions contemplated by this Agreement.

(b) Each of BioDE and Exro shall promptly furnish to the other all information concerning it and its security holders as may be required for the effectuation of the actions described in Section 2.1 and the foregoing provisions of this Section 2.3, and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the Amalgamation and the other transactions contemplated by this Agreement will contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished.

2.4 Filing of Amalgamation Application

Subject to the rights of termination contained in Article 9 hereof and the satisfaction or waiver of the covenants and conditions set out in this Agreement, including the condition precedent that the Holders of Exro Shares approve the Exro Amalgamation Resolution and that BioDE, as the sole shareholder of Newco, approve the Newco Amalgamation Resolution, Exro and Newco shall jointly file with the Registrar the Amalgamation Application and such other documents as are required to be filed for acceptance by the Registrar to give effect to the Amalgamation, pursuant to the *BCBCA*.

2.5 Effect of Amalgamation

On the Effective Date, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

(a) the debt of the Exro debt holders converts to Exro Shares under the Exro Debt Settlement Agreements;

(b) Exro will cause a consolidation of the Exro Shares such that on a post-consolidation basis the Exro Shares can be exchanged for BioDE Shares on a one for one basis and the former holders of Exro Shares will, upon the exchange of the Exro Shares, hold approximately 86% of the issued and outstanding BioDE Shares prior to taking into account any financing, including the Concurrent Financing, conducted by BioDE subsequent to the date of this Agreement. If on the Effective Date the BioDE Assets have any residual value (positive or negative) the number of BioDE Shares to be issued to former holders of Exro Shares on the Effective Date will be adjusted on a pro rata basis to reflect the residual value such that should the residual value be positive the number of BioDE Shares to be issued will be reduced and should the residual value be negative the number of BioDE Shares to be issued will be increased;

(c) Exro and Newco shall amalgamate and Newco shall be the surviving corporation to the Amalgamation;

(d) immediately upon the merger of Exro and Newco as set forth in Subsection 2.5(c):

(i) every one (1) Exro Share issued and outstanding (other than Exro Shares held by Exro Dissenting Shareholders, to whom Subsection 3.1(a) applies) shall be exchanged for one (1) BioDE Share;

(ii) each Newco Share issued and outstanding shall remain issued and outstanding;

(e) with respect to each Exro Share and Newco Share dealt with in accordance with Subsections 2.5(d)(i) and (d)(ii):

(i) the Holders of the Exro Shares shall cease to be the Holders of such Exro Shares;

(ii) BioDE shall continue to hold the Newco Shares; and

(iii) the certificates (if any) evidencing such Exro Shares shall be deemed to have been cancelled;

(f) the Concurrent Financing shall close; and

(g) the board members of BioDE shall resign and be replaced by the board of Newco as it is comprised following the Amalgamation,

provided that none of the foregoing shall occur or shall be deemed to occur unless all of the foregoing occurs.

2.6 Amalgamated Corporation

Unless and until otherwise determined in the manner required by law, Newco or by its directors or the Holder of the Newco Shares, the following provisions shall apply to Newco following completion of the Amalgamation:

(a) **Name**. **Exro Technologies Inc.** shall be the name of Newco following completion of the Amalgamation;

(b) **Notice of Articles.** The Notice of Articles of Newco (the "**Notice of Articles**") are those contained in the form of Amalgamation Application attached as Schedule D;

(c) **Registered and Records Office**. The mailing and delivery address of the registered and records offices of Newco, until changed under the *BCBCA*, are as set out in the Notice of Articles;

(d) **Business and Powers**. There shall be no restrictions on the business that Newco may carry on or on the powers it may exercise;

(e) **Authorized Shares**. Newco shall be authorized to issue an unlimited number of common shares without par value;

(f) **Articles**. The Articles of Newco shall be in the form attached as Schedule C hereto and shall be signed by a director of Newco (the "**Articles**");

(g) **Share Restrictions**. The transfer of shares in Newco shall be restricted in that no share shall be transferred without the consent of the directors of Newco expressed by resolution passed by the board of directors at a meeting of directors or by a resolution in writing signed by all of such directors;

(h) **Initial Directors**. The full names and prescribed addresses of the initial directors of Newco shall be as follows:

Name	Prescribed Address
Mark Godsy	
Jonathan Ritchey	
Frank Borowicz	
M.A. ("Jill") Bodkin	

Each such director shall hold office until he or she ceases to hold office as specified in the *BCBCA*, or in the Articles. The directors shall carry on and continue the operations of Newco in such manner as they shall determine, subject to and in accordance with the Articles and the *BCBCA*.

(i) **Initial Officers.** The full names and offices of the initial officers of Newco are:

Full Name	Office
Mark Godsy	Chief Executive Officer

Unless and until otherwise determined in the manner required by law, upon any vertical short form amalgamation of BioDE and Newco, the provisions set forth above, other than the share restriction provisions, shall apply to BioDE following completion of the vertical short form amalgamation.

2.7 Public Announcement

Immediately after the execution of this Agreement, BioDE will issue a public announcement, announcing the entering into of this Agreement, which announcement will address all matters required by Securities Laws and will be in form and substance acceptable to each of BioDE and Exro, acting in a commercially reasonable manner. No Party will issue any news release or public statements inconsistent with such public announcement.

2.8 Escrowed Shares

Certain of the BioDE Shares issued to Holders of Exro Shares are subject to escrow under the policies of the CSE or otherwise. Any BioDE Shares deposited into escrow are to be held in escrow and released according to the terms of any escrow agreement(s) and the policies of the CSE.

ARTICLE 3
RIGHTS OF DISSENT

3.1 Exro Dissent Rights

(a) A Holder of Exro Shares may exercise rights of dissent with respect to such Exro Shares pursuant to and in the manner set forth under the *BCBCA* (the "**Exro Dissent Rights**") in connection with the Amalgamation. A Holder of Exro Shares who duly exercises such

Exro Dissent Rights (including the sending of a notice of dissent to Exro) will cease to have any rights as a Holder of Exro Shares other than the right to be paid the fair value of such Holder's Exro Shares pursuant to the *BCBCA* except in certain circumstances, including where such Holder withdraws the notice of dissent or Exro rescinds the Exro Amalgamation Resolution before the resolution becomes effective, before the Holder makes an agreement with Exro to sell its Exro Shares, or before a "court", as such term is defined under the *BCBCA*, makes an order that Exro must purchase such Holder's Exro Shares.

(b) In the event a Holder of Exro Shares validly withdraws its dissent or if a Exro Dissenting Shareholder is ultimately determined not to be entitled, for any reason, to be paid fair value for his Exro Shares, the Holder of Exro Shares will exchange his Exro Shares on the basis set forth in Section 2.5(b).

ARTICLE 4
CERTIFICATES

4.1 Issuance of Certificates Representing BioDE Shares

Upon surrender to BioDE of a certificate which immediately prior to the Effective Time evidenced Exro Shares in respect of which the Holder is entitled to receive BioDE Shares in connection with the Amalgamation, and at the direction of BioDE, BioDE will cause the BioDE Transfer Agent to deliver to such Holder, a certificate representing that number of BioDE Shares which such Holder has the right to receive and any certificates so surrendered shall forthwith be cancelled. No dividends and distributions will be payable to Holders of certificates in respect of Exro Shares. In the event of a transfer of ownership of Exro Shares that was not registered in the register of shareholders of Exro, a certificate representing the proper number of BioDE Shares, as applicable, may be issued to the transferee if the certificate evidencing such Exro Shares is presented to the BioDE Transfer Agent as provided above, accompanied by all documents required to evidence and effect such transfer. Until surrendered, as contemplated by this Section 4.1, each certificate which immediately prior to the Effective Time evidenced one or more Exro Shares, that were exchanged for BioDE Shares pursuant to Section 2.5, shall be deemed at all times after the Effective Time, to evidence only the right to receive upon such surrender a certificate representing that number of BioDE Shares which such Holder has the right to receive.

4.2 Distributions with respect to Unsurrendered Certificates

No dividends or other distributions paid, declared or made with respect to BioDE Shares with a record date after the Effective Time, shall be paid to the Holder of any unsurrendered certificate which immediately prior to the Effective Time evidenced outstanding Exro Shares that were entitled to be exchanged for BioDE Shares pursuant to Section 2.5 unless and until the Holder of such certificate shall comply with the provisions of Section 4.1. Subject to applicable Law, at the time such Holder has complied with the provisions of Section 4.1 (or, in the case of clause (b) below, at the appropriate payment date), there shall be paid to the Holder of the certificates formerly evidencing Exro Shares, without interest:

(a) the amount of dividends or other distributions with a record date after the Effective Time theretofore paid with respect to the BioDE Shares to which such Holder is entitled pursuant hereto; and

(b) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to the date of compliance by such Holder with the provisions of Section 4.1 and a payment date subsequent to the date of such compliance and payable with respect to such BioDE Shares.

4.3 Lost Certificates

In the event any certificate which immediately prior to the Effective Time evidenced one or more outstanding Exro Shares that were deemed to be exchanged pursuant to Section 2.5 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Holder of such Exro Shares claiming such certificate to be lost, stolen or destroyed, the BioDE Transfer Agent or BioDE, as applicable, will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more BioDE Shares pursuant to Section 4.1 (and any dividends or distributions with respect to the BioDE Shares) in each case deliverable in accordance with Section 2.5. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Holder to whom certificates representing BioDE Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to BioDE and the BioDE Transfer Agent in such sum as BioDE and the BioDE Transfer Agent may direct or otherwise indemnify BioDE and BioDE Transfer Agent in a manner satisfactory to BioDE and BioDE Transfer Agent against any claim that may be made against the BioDE Transfer Agent, BioDE, Exro or Newco with respect to the certificate alleged to have been lost, stolen or destroyed.

4.4 Extinguishment of Rights

Any certificate which immediately prior to the Effective Time evidenced outstanding Exro Shares that are not held by a Exro Dissenting Shareholder who is ultimately entitled to be paid fair value of the Exro Shares held by such Exro Dissenting Shareholder but was deemed to have been exchanged pursuant to Section 2.5, that has not been deposited with all other instruments required by Section 4.1 and/or Section 3.2, as applicable, on or prior to the earlier of the fifth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a Holder of BioDE Shares. On such date, the BioDE Shares (and any dividends or distribution with respect thereto) to which the former Holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to BioDE, together with all entitlements to dividends, distributions and interest in respect thereof held for such former Holder. None of BioDE, Exro, Newco or the BioDE Transfer Agent shall be liable to any Person in respect of any BioDE Shares (or dividends and/or distribution) delivered to a public official pursuant to and in compliance with any applicable abandoned property, escheat or similar law.

4.5 Withholding Rights

BioDE, Exro and the BioDE Transfer Agent shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any Holder of BioDE Shares or Exro Shares such amounts as BioDE, Exro or the BioDE Transfer Agent is required to deduct and withhold with respect to such payment under the *Tax Act*, or any provision of federal, provincial, territorial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Holder of the securities in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that the amount so required to be deducted or withheld from any payment to a Holder exceeds the cash portion of the consideration otherwise payable to the Holder, BioDE, Exro and the BioDE Transfer Agent are hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to Exro, BioDE or the BioDE Transfer Agent, as the case may be, to enable it to comply with such deduction or withholding requirement and BioDE, Exro or the BioDE Transfer Agent shall notify the Holder thereof and remit any unapplied balance of the net proceeds of such sale.

4.6 Termination of Depositary

Any BioDE Shares that remain undistributed by the BioDE Transfer Agent to former Holders of Exro Shares 18 months after the Effective Date shall be delivered to BioDE, upon demand therefor, and Holders of certificates previously representing Exro Shares who have not theretofore complied with Section 4.1 shall thereafter look only to BioDE for payment of any claim to BioDE Shares or dividends or distributions, if any, in respect thereof.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF EXRO

Exro hereby represents and warrants to the BioDE Parties as follows and acknowledges that the BioDE Parties are relying upon such representations and warranties in connection with the execution and delivery of this Agreement.

5.1 Organization and Qualification

Exro has been duly incorporated, is validly subsisting under the laws of its jurisdiction of incorporation and is in good standing with respect to the filing of annual reports, and has the requisite corporate power and capacity to carry on the Business. Exro is duly registered to do business and is in good standing and is in good standing with respect to the filing of annual reports in each jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such registration necessary except where the failure to be so registered would not have a Material Adverse Effect on Exro.

5.2 Authority Relative to this Agreement

Subject to the approval of the Exro Amalgamation Resolution by the requisite majority of Holders of Exro Shares, Exro has the requisite corporate power and capacity to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the performance by Exro of its obligations hereunder have been duly authorized by the Exro board of directors, and other than the approval of the Exro Amalgamation Resolution by the requisite majority of Holders of Exro Shares, no other corporate or shareholder proceedings on the part of Exro are necessary to authorize this Agreement or the performance by Exro of its obligations hereunder. This Agreement has been duly executed and delivered by Exro and constitutes a legal, valid and binding obligation of Exro enforceable against Exro in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and to the general principles of equity.

5.3 No Violations

(a) Neither the execution and delivery of this Agreement by Exro, the consummation by it of the transactions contemplated hereby nor compliance by Exro with any of the provisions hereof will:

(i) violate, conflict with, or result in the breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in a creation of any Encumbrance upon any of the Exro Assets under any of the terms, conditions or provisions of:

(A) the notice of articles and articles of incorporation of Exro; or

(B) any material note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which Exro is a party or to which Exro, or any of its properties or the Exro Assets, may be subject or by which Exro is bound; or

(ii) subject to compliance with applicable Corporate Laws and applicable Securities Laws, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to Exro (except for such violations, conflicts, breaches, defaults, terminations which, or any consents, approvals or notices which if not given or received, would not have any Material Adverse Effect on Exro and would not have material adverse effect on the ability of BioDE, Exro and Newco to consummate the transactions contemplated hereby).

(b) Other than in connection with or in compliance with the provisions of applicable Corporate Laws and applicable Securities Laws:

(i) there is no legal impediment to the performance by Exro of its obligations under this Agreement or to the execution and delivery of this Agreement by Exro; and

(ii) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary to be obtained by Exro in connection with the consummation of the Amalgamation, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have a Material Adverse Effect on Exro and would not have a material adverse effect on the ability of Exro to consummate the transactions contemplated hereby.

5.4 Capitalization of Exro

As of the date hereof, Exro is authorised to issue an unlimited number of Exro Shares of which 31,320,193 Exro Shares and 409,470 stock purchase warrants are issued and outstanding and Schedule F contains a capitalization table for Exro. Except as set out above, there are no securities of Exro outstanding and no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Exro of any shares of Exro (including the Exro Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of Exro (including the Exro Shares), nor are there any outstanding share or stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of Exro. All outstanding Exro Shares have been duly authorized and are validly issued, as fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights.

Concurrently with the Effective Date, Exro will issue 17,844,717 Exro Shares to settle the outstanding debt and as bonus shares. It is estimated that, subject to audit, Exro will have approximately 48,964,910 Exro Shares issued and outstanding on the Effective Date.

5.5 Exro Assets

(a) Exro does not own or lease any real property;

(b) The non-intellectual property portion of the Exro Assets does not exceed $5,000 in fair market value;

(c) Exro is the absolute beneficial owner of the Exro Assets and has good and marketable title thereto, in each case free and clear of all Encumbrances, and Exro has the exclusive right to possess, use, occupy, and dispose of the Exro Assets, subject only to the rights of the other parties to any contracts and the rights of the issuers of any permits and to obtaining any necessary or required consents, all of which have been disclosed in writing to BioDE. On the Effective Date, Exro will have the full legal right, power, and authority to own and operate the Exro Assets, including the right to sell, assign, and transfer any or all the Exro Assets free and clear of all Encumbrances; and

(d) Exro has provided BioDE with copies of all the material information relating to the Exro Assets of which it has knowledge.

5.6 Minute Books

Except as disclosed herein, to the knowledge of Exro, the corporate records and minute books of Exro have been maintained in accordance with all applicable statutory requirements and are true, correct, accurate and up-to-date in all material respects.

5.7 Ownership of Subsidiaries

Exro does not have any affiliates or Subsidiaries.

5.8 Compliance with Applicable Laws

To the best of the knowledge of Exro:

(a) Exro has conducted and is conducting the Business in compliance in all material respects with all applicable Laws and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to each jurisdiction in which it carries on business (except to the extent that the failure to so comply would not have a Material Adverse Effect on Exro); and

(b) Exro holds all licences, permits, registrations and qualifications in all jurisdictions in which it carries on business which are necessary to carry on the Business (other than those that, the failure of which to so hold, would not have a Material Adverse Effect on Exro), as now conducted and as presently proposed to be conducted and all such licenses, permits, registrations or qualifications are valid and existing and in good standing and none of such licenses, permits, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or would reasonably be expected to have a Material Adverse Effect on Exro or the Business, as now conducted or as proposed to be conducted.

5.9 Financial Statements

The Exro Financial Statements, when available, will be based on the books and records of Exro and will fairly present the financial condition of Exro at the date thereof and the results of the operations for such periods, and shall be provided to BioDE at before the Effective Date.

5.10 Intellectual Property

(a) all of the material intellectual property of Exro used, in whole or in part, by Exro in connection with the Business, is owned intellectual property, and Schedule E contains a list of all intellectual property which comprises trademarks and trademark applications, trade names, certification marks, patents, and patent applications, registered copyrights, and industrial designs owned and used by Exro in the Business, the offices (if any) in which the same is registered (being the only offices where such registration is necessary to preserve the rights thereto) and the applicable expiry dates of any registrations;

(b) all owned intellectual property is owned by Exro and is free and clear of Encumbrances. To the knowledge of Exro, all licensed intellectual property is free and clear of Encumbrances;

(c) to the extent that any owned intellectual property used by, or developed on behalf of, Exro was created by an employee of, or independent contractor or consultant to, Exro, such persons have each irrevocably assigned to Exro in writing all rights to such owned intellectual property; Exro has not received any notice or claim challenging ownership of or rights by Exro to such owned intellectual property or suggesting that such person has any claim of legal or beneficial ownership or other claim or interest with respect thereto nor, to the knowledge of Exro, is there a reasonable basis for such a claim;

(d) Exro has documented procedures in place to protect the confidentiality of and all rights to the owned intellectual property. Key directors, officers, employees, consultants and independent contractors of Exro have entered into confidentiality agreements with Exro in form adequate to protect the owned intellectual property;

(e) to the knowledge of Exro, all rights to the owned intellectual property or licensed intellectual property are valid and enforceable. Exro has not received any notice or claim challenging or questioning the validity or enforceability of any owned intellectual property or licensed intellectual property. There is no proceeding which is ongoing or, to the knowledge of Exro, alleged, which might result in the owned intellectual property being invalidated, revoked or the subject of a compulsory license. To the knowledge of Exro, there is no proceeding which is ongoing or alleged which might result in the licensed intellectual property being invalidated or revoked or the subject of a compulsory license;

(f) in the case of licensed intellectual property, Exro has entered into valid and enforceable written agreements pursuant to which Exro has been granted all material licenses to develop manufacture, import, export, use, reproduce, sub-license, sell, offer for sale, or otherwise exploit the licensed intellectual property to the extent required to operate all material aspects of the business. All license agreements are in full force and effect and neither Exro nor any licensor is in default of its obligations thereunder. Correct and complete copies of all license agreements have been provided to BioDE;

(g) to the knowledge of Exro, all fees payable in respect of the maintenance of owned intellectual property have been paid and all registrations and applications for registration of any owned intellectual property are in good standing; Exro has prosecuted, and is prosecuting, such applications diligently;

(h) to the knowledge of Exro, all fees payable in respect of the maintenance of the licensed intellectual property have been paid and all registrations and applications for registration of any licensed intellectual property are in good standing; to the knowledge of Exro, the licensors of the licensed intellectual property have prosecuted, and are prosecuting, such applications diligently;

(i) to the knowledge of Exro, the conduct of the Business does not infringe any other person's rights to intellectual property. Exro is not or has not been a party to any action or proceeding nor, to the knowledge of Exro, has any action or proceeding been threatened, that alleges that the conduct of the Business infringes any other person's rights to the owned intellectual property or the licensed intellectual property, nor to the knowledge of Exro is there a reasonable basis for such a claim. To the knowledge of Exro, no person has infringed or is infringing the right of Exro in or to any owned intellectual property or licensed intellectual property; and

(j) Exro is not a party to any agreement involving the grant by Exro to any person of any right to the owned intellectual property.

5.11 Deleted

5.12 Private Company

Exro is not a reporting issuer in any province or territory of Canada and the Exro Shares are not listed and posted or quoted on any stock market or exchange.

5.13 No Unanimous Shareholder Agreement

To the knowledge of Exro, neither Exro nor any of its Holders is a party to any unanimous shareholders' agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of Exro.

5.14 Liabilities

(a) On the Effective Date, Exro will have no liabilities other than those owing to BioDE.

(b) Exro has provided notice of the Amalgamation to Exro creditors as required under section 278 of the *BCBCA*.

5.15 U.S. Shareholders

The Holders of Exro Shares or of securities convertible into Exro Shares who are US Persons do not hold Exro Shares or securities that when converted represent Exro Shares exceed 10% of the issued and outstanding Exro Shares on the Effective Date. Exro acknowledges that the BioDE Shares have not been and will not be registered under the *1933 Act* or the securities laws of any state and may not be offered or sold, directly or indirectly, in the United States without registration under the *1933 Act* and the applicable laws of all applicable states or an exemption from such registration requirements and Exro further acknowledges that BioDE has no present intention of filing a registration statement under the *1933 Act* in respect of the BioDE Shares.

5.16 Survival of Representations and Warranties

The representations and warranties of Exro contained in this Agreement survive the completion of the Amalgamation for a period of 12 months following the Effective Time.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF BIODE

BioDE represents and warrants to and in favour of Exro as follows and acknowledges that Exro is relying upon such representations and warranties in connection with the execution and delivery of this Agreement.

6.1 Organization and Qualification

BioDE is duly incorporated, continued or amalgamated under the laws of its jurisdiction of incorporation, continuation or amalgamation and has the requisite corporate power and capacity to carry on the Business. BioDE is duly registered to do business and is in good standing in the jurisdiction in which the character of its properties, owned or leased, or the nature of its activities makes such registration necessary, except where the failure to be so registered or in good standing would not have a Material Adverse Effect on BioDE.

6.2 Authority Relative to this Agreement

BioDE has the requisite corporate power and capacity to enter into this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the performance by BioDE of its obligations hereunder have been duly authorized by the board of directors of BioDE, and, subject to the approval of the Newco Amalgamation Resolution by the Holder of Newco Shares, no other corporate proceedings on the part of BioDE is necessary to authorize this Agreement or the performance by BioDE of its obligations hereunder. This Agreement has been duly executed and delivered by BioDE and constitutes a legal, valid and binding obligation of BioDE enforceable against BioDE in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally and to the general principles of equity.

6.3 No Violations

(a) Neither the execution and delivery of this Agreement by BioDE, the consummation by it of the transactions contemplated hereby nor compliance by BioDE with any of the provisions hereof will:

(i) violate, conflict with, or result in the breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in a creation of any Encumbrance upon any of the BioDE Assets or any of its affiliates under any of the terms, conditions or provisions of:

(A) the notice of articles and articles of BioDE; or

(B) any material note, bond, mortgage, indenture, loan agreement, deed of trust, agreement, lien, contract or other instrument or obligation to which BioDE is a party or to which BioDE, or any of the BioDE Assets, may be subject or by which BioDE is bound; or

(ii) subject to compliance with applicable Corporate Laws and applicable Securities Laws, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to BioDE (except for such violations, conflicts, breaches, defaults, terminations which, or any consents, approvals or notices which if not given or received, would not have any Material Adverse Effect on BioDE (taken as a whole) and would not have material adverse effect on the ability of BioDE to consummate the transactions contemplated hereby).

(b) Other than in connection with or in compliance with the provisions of applicable Corporate Laws and applicable Securities Laws:

(i) there is no legal impediment to the performance by BioDE of its obligations under this Agreement or to the execution and delivery of this Agreement by BioDE; and

(ii) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is necessary in connection with the Amalgamation, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals, which, if not received, would not have a Material Adverse Effect on BioDE (taken as a whole) and would not have a material adverse effect on the ability of BioDE to consummate the transactions contemplated hereby.

6.4 Capitalization of BioDE and Newco

(a) As of the date hereof, the authorized share capital of BioDE consists of an unlimited number of BioDE Shares without par value, of which 3,809,092 BioDE Shares are issued and outstanding and no shares of any other class are issued and outstanding. Except as disclosed herein, there are no other options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by BioDE of any BioDE Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any BioDE Shares, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of BioDE.

On or before the Effective Date BioDE will issue approximately 2,187,500 BioDe Shares by way of a private placement. The total number of BioDE Shares issued and outstanding on the Effective Date will be approximately 5,996,592 prior to the Concurrent Financing.

(b) As of the date hereof, Newco is authorised to issue an unlimited number of Newco Shares of which one hundred (100) Newco Shares are issued and outstanding. There are no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Newco of any Newco Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Newco Shares, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attributes of Newco.

6.5 Financial Statements

The financial statements of BioDE available on SEDAR are based on the books and records of BioDE and fairly present the financial condition of BioDE at the date thereof and the results of the operations for such periods. No information has come to the attention of BioDE since the dates that the BioDE Financial Statements were issued that would, or would reasonably be expected to, require any restatement or revision of any such BioDE Financial Statements.

6.6 No Undisclosed Liabilities

BioDE has no outstanding indebtedness or liabilities and is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any person, other than those specifically identified in the BioDE Financial Statements.

6.7 No Material Adverse Change

There has not been any Material Adverse Change in the assets, liabilities or obligations (absolute, contingent or otherwise) of BioDE from the position set forth in the BioDE Financial Statements and there has not been any Material Adverse Change in respect of BioDE since April 30, 2016; and since that date there have been no material facts, transactions, events or occurrences which could materially adversely affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of BioDE (taken as a whole) or that could affect BioDE's ability to consummate the transactions contemplated by this Agreement.

6.8 Minute Books

The corporate records and minute books of BioDE have been maintained in accordance with all applicable statutory requirements and are true, correct, accurate and up-to-date in all material respects.

6.9 Ownership of Subsidiaries

(a) BioDE is the registered and beneficial owner of 100% of the outstanding shares of Newco with good and valid title to all such securities, free and clear of all Encumbrances and no person, firm, corporation or other entity holds any securities convertible or exchangeable into voting shares of any of such subsidiaries or now has any agreement, warrant, option, right or privilege (whether pre-emptive or contractual) being or capable of becoming an agreement for the purchase, subscription or issuance of any unissued shares, securities (including convertible securities) or warrants of Newco.

(b) The only subsidiary of BioDE is Newco and is not affiliated with, nor is it a holding corporation of any other body corporate.

6.10 Compliance with Applicable Laws

BioDE has conducted and is conducting the Business in compliance in all material respects with all applicable laws, rules and regulations and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirement of any governmental or regulatory bodies applicable to BioDE of each jurisdiction in which BioDE carries on the Business (except to the extent that the failure to so comply would not have a Material Adverse Effect on BioDE, taken as a whole) and holds all licences, permits, registrations and qualifications in all jurisdictions in which BioDE carries on the Business which are necessary to carry on the Business (other than those that, the failure of which to so hold, would not have a Material Adverse Effect on BioDE, taken as a whole), as now conducted and as presently proposed to be conducted and all such licenses, permits, registrations or qualifications are valid and existing and in good standing and none of such licenses, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or would reasonably be expected to have a Material Adverse Effect on the Business (taken as a whole), as now conducted or as proposed to be conducted.

6.11 Newco

(a) Newco was validly incorporated on September 9, 2016 and is existing in good standing under the laws of its jurisdiction of organization and has all requisite corporate power and authority to own or lease its properties and assets and to carry on the Business as now conducted. It is qualified to do business and is in good standing in every jurisdiction in which a failure to so qualify would have a Material Adverse Effect. True and complete copies of its Charter Documents and by-laws, as applicable, as amended to date, have been furnished to Exro.

(b) Newco has never had any material assets and has no liabilities, contingent or otherwise, except as may be agreed to in writing by Exro prior to the Effective Date.

(c) All of the issued securities of Newco are held by BioDE.

(d) This Agreement has been duly authorized, executed and delivered by Newco and is a valid and binding obligation of Newco enforceable against it in accordance with its terms.

(e) To the best of BioDE's knowledge, the execution and delivery of this Agreement by Newco and the completion and performance of the transactions hereunder will not result in:

(i) a violation or breach of any provision of or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of or under,

(A) the Charter Documents of Newco or any resolution of its directors or shareholders,

(B) any applicable law, regulation, order, judgment or decree, or

(C) any agreement, arrangement or understanding to which Newco is a party or by which it or its assets is bound or affected that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect on Newco, or

(ii) the imposition of any Encumbrance upon any of the assets of Newco that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Newco.

6.12 Reporting Issuer

BioDE is a "reporting issuer" within the meaning of the Securities Laws of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, and Quebec. BioDE is not in default of any requirement of any Securities Laws where such default would have a Material Adverse Effect on the Business of BioDE and no regulatory authority having jurisdiction over BioDE or any of its Subsidiaries has issued any order preventing or suspending trading of any securities of BioDE. BioDE is in material compliance and up to date with all filings under applicable Laws.

6.13 Public Record

As of their respective dates, all information and materials filed by BioDE with the British Columbia Securities Commission, the Alberta Securities Commission, the Saskatchewan Financial Services Commission, the Manitoba Securities Commission, the Ontario Securities Commission, and the Autorite des marches financiers which are available through the SEDAR website as of the date hereof (including all exhibits and schedules thereto and documents incorporated by reference therein), did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and complied in all material respects with all applicable legal and stock exchange requirements.

6.14 Survival of Representations and Warranties

The representations and warranties of BioDE contained in this Agreement survive the completion of the Amalgamation for a period of 12 months following the Effective Time.

ARTICLE 7
COVENANTS AND AGREEMENTS

7.1 Mutual Covenants

(a) Each of Exro, BioDE and Newco covenants that, until the earlier of the Effective Date or the termination of this Agreement in accordance with Article 9 except (i) with the consent of the other parties to any deviation therefrom; or (ii) as expressly contemplated by this Agreement:

(i) it shall:

(A) carry on the Business in the usual and ordinary course consistent with past practices and in a manner consistent with industry practice; and

(B) use reasonable best efforts to preserve intact its present business organization and material rights and franchises, to keep available the services of its current officers and employees, and to preserve its relationships with customers, suppliers and others having business dealings with it; and

(ii) it shall not, nor shall it permit any of its Subsidiaries to, take or fail to take any action which would cause any of such party’s representations or warranties hereunder to be untrue in any material respect or would be reasonably expected to prevent or materially impede, interfere with or delay the completion of the Amalgamation.

(b) Each of Exro, BioDE and Newco shall promptly advise the other parties in writing:

(i) of any event, condition or circumstance that might be reasonably expected to cause any representation or warranty of such party contained in this Agreement to be untrue or inaccurate in any material respect on the Effective Date (or, in the case of any representation or warranty made as of a specified date, as of such specified date);

(ii) of any Material Adverse Effect on such party or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on such party; and

(iii) of any material breach by such party of any covenant, obligation or agreement contained in this Agreement.

(c) Each of Exro, BioDE and Newco shall use its reasonable best efforts to, and shall use its reasonable best efforts to cause its Subsidiaries to, perform all obligations required to be performed by such party or any of its Subsidiaries under this Agreement, cooperate with the other parties hereto in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, each of Exro, BioDE and Newco shall:

(i) use reasonable best efforts to satisfy or cause to be satisfied as soon as reasonably practicable all the conditions precedent that are set forth in Article 8 hereof;

(ii) apply for and use reasonable best efforts to obtain as promptly as practicable all Appropriate Regulatory Approvals relating to such party or any of its Subsidiaries and, in doing so, to keep the other party hereto reasonably informed as to the status of the proceedings related to obtaining the Appropriate Regulatory Approvals, including providing such other party with copies of all related applications and notifications, in draft form, in order for such other party to provide its reasonable comments;

(iii) use reasonable best efforts to comply promptly with all requirements which applicable Laws may impose on such party or such party's Subsidiaries with respect to the transactions contemplated hereby;

(iv) use reasonable best efforts to defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;

(v) use reasonable best efforts to have lifted or rescinded any injunction or restraining order or other order which may adversely affect the ability of the parties to consummate the transactions contemplated hereby;

(vi) effect all necessary registrations, filings and submissions of information required by Governmental Entities from such party or any of such party's Subsidiaries in connection with the transactions contemplated hereby; and

(vii) use reasonable best efforts to obtain all waivers, consents and approvals from other parties to loan agreements, leases or other contracts required to be obtained by such party or any of such party's Subsidiaries to consummate the transactions contemplated hereby which the failure to obtain would materially and adversely affect the ability of such party or such party's Subsidiaries to consummate the transactions contemplated hereby.

(d) Each of Exro and BioDE shall use its reasonable best efforts to complete the Concurrent Financing on the Effective Date.

(e) Each of Exro and BioDE shall use its reasonable best efforts to cause the "**Related Persons**" (as such term is defined in the polices of the CSE) of BioDE and Newco after the completion of the Amalgamation, which is expected to include Mark Godsy, Jonathan Ritchey, Frank Borowicz and M.A. (Jill) Bodkin, and anyone else who will be a Related Person of BioDE or Newco, to enter into an escrow agreement (the "**Escrow Agreement**") with respect to the BioDE Shares held by such Related Persons that will contain the release schedule set out in subsection 4.3.1 of National Policy 46-201.

(f) Each of Exro and BioDE covenants that as soon as practicable after the Effective Date that the BioDE Assets currently owned or held by BioDE will be transferred or paid out by BioDE or its successor entity at a value and to an entity to be determined by BioDE's board of directors. The legal form of the transfer is also to be determined at the discretion of BioDE's board of directors.

7.2 Covenants of Exro

(a) On the Effective Date, Exro will cause a consolidation of the Exro Shares such that on a post-consolidation basis the Exro Shares can be exchanged on a one for one basis for BioDE Shares and the former holders of Exro Shares will, upon the exchange of the Exro Shares, hold approximately 86% of the issued and outstanding BioDE Shares prior to taking into account any financing, including the Concurrent Financing, conducted by BioDE subsequent to the date of this Agreement. In the event that the BioDE Assets currently held by BioDE have any residual value (positive or negative) the number of BioDE Shares to be issued to former holders of Exro Shares will be adjusted on a pro rata basis to reflect the residual value such that should the residual value be positive the number of BioDE Shares to be issued will be reduced and should the residual value be negative the number of BioDE Shares to be issued will be increased;

(b) On or before the Effective Date, Exro will cause the cancellation of all outstanding Exro stock options and stock purchase warrants, except warrants granted to Richardson GMP Securities (formerly Macquarie Private Wealth Inc.), Jordan Capital Markets Inc. and Jared Henrickson.

(c) Exro hereby agrees until the earlier of the Effective Date and the termination of this Agreement pursuant to Article 9 not to initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Amalgamation, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or "takeover bid," exempt or otherwise, within the meaning of any applicable Laws, for securities of Exro, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation and not to take actions of any kind which may reduce the likelihood of success of the Amalgamation, except as required by statutory obligations.

(d) BioDE agrees that Exro may use the proceeds of the Concurrent Financing for general corporate purposes and to pay expenses incurred in connection with the completion of the transactions provided for in this Agreement and the Amalgamation, including outstanding legal and accounting bills.

7.3 Covenants of BioDE

(a) In its capacity as the sole shareholder of Newco, BioDE shall approve the Newco Amalgamation Resolution by November 21, 2016.

(b) Within a reasonable time after the Effective Date, BioDE will change its name to a name including “Exro”.

(c) BioDE agrees until the earlier of the Effective Date and the termination of this Agreement pursuant to Article 9 not to, and cause Newco not to, initiate, propose, assist or participate in any activities or solicitations in opposition to or in competition with the Amalgamation, and without limiting the generality of the foregoing, not to induce or attempt to induce any other person to initiate any shareholder proposal or “takeover bid,” exempt or otherwise, within the meaning of any applicable Laws, for securities of BioDE or Newco, nor to undertake any transaction or negotiate any transaction which would be or potentially could be in conflict with the Amalgamation and not to take actions of any kind which may reduce the likelihood of success of the Amalgamation, except as required by statutory obligations.

(d) BioDE will issue that number of BioDE Shares as are issuable upon the completion of the Amalgamation to holders of Exro Shares and, when issued in accordance with the terms of this Agreement, such BioDE Shares will be issued as fully paid and non-assessable shares.

(e) BioDE will sell the BioDE Excluded Assets on the Effective Date and distribute the proceeds of the sale to the shareholders of BioDE who are shareholders of record of BioDE as of November 7, 2016 by way of dividend or another method as may be decided by the current directors of BioDE.

(f) Before the Effective Date BioDE will issue approximately 2,187,500 BioDe Shares under the Concurrent Financing.

7.4 Access to Information

(a) Subject to Subsection 7.4(b) and applicable Laws, upon reasonable notice to an officer of such party, each of Exro and the BioDE Parties shall afford the officers, employees, counsel, accountants and other authorized representatives and advisors (the “**Representatives**”) of the other party access, during normal business hours from the date hereof and until the earlier of the Effective Date or the termination of this Agreement, to its properties, books, contracts and records as well as to its management personnel, provided that such access shall be provided on a basis that minimizes the disruption to the operations of such party. During such period, each of Exro and the BioDE Parties shall (and shall cause each of its Subsidiaries, as applicable, to) furnish promptly to the other party all information concerning such party’s business, properties and personnel as the other party may reasonably request.

(b) The BioDE Parties and Exro acknowledge that certain information received pursuant to Subsection 7.4(a) will be non-public or proprietary in nature and that such parties shall not disclose such information to third parties without the prior written consent of the other party unless required to do so by applicable Law.

(c) For the purposes of allowing Exro and the BioDE Parties to review the assets, premises, business and financials of each other so as to enable them to determine if there are any facts relating to the assets and business of the other which, if known, would cause them to elect not to proceed with the Amalgamation, each of Exro and the BioDE Parties hereby permit the other to conduct from the date hereof until the Effective Date, such investigations as they may deem reasonably necessary or advisable in order to ensure that each of the representations and warranties of Exro and the BioDE Parties as set out in this Agreement are true and correct on the Effective Date.

7.5 Closing Matters

(a) The completion of the transactions contemplated under this Agreement shall occur at the Effective Time on or before the second Business Day following the approval of the Exro Amalgamation Resolution and the Newco Amalgamation Resolution or on such other date or at such other time and place as the parties may agree.

(b) Each of the BioDE Parties and Exro shall deliver, on the Effective Date, such customary certificates, resolutions and other closing documents as may be required by the other parties hereto, acting reasonably.

ARTICLE 8
CONDITIONS

8.1 Mutual Conditions Precedent

The respective obligations of the BioDE Parties and Exro to complete the transactions contemplated by this Agreement and to file the Amalgamation Application for acceptance by the Registrar to give effect to the Amalgamation shall be subject to the satisfaction of each of the following conditions at or prior to the Effective Time;

(a) the CSE will have conditionally approved the listing of BioDE Shares on the CSE and accepted the transactions contemplated by this Agreement;

(b) the Exro Amalgamation Resolution shall have been approved by all of the Holders of Exro Shares and in accordance with applicable Laws and this Agreement;

(c) the Newco Amalgamation Resolution shall have been approved by BioDE in accordance with applicable Laws and this Agreement;

(d) all other Appropriate Regulatory Approvals shall have been obtained or received from the Persons having jurisdiction in the circumstances, and all other applicable regulatory requirements, conditions and consents shall have been complied with, the failure to obtain which would, individually or in the aggregate, have a Material Adverse Effect on BioDE, Newco or Exro after the Effective Time;

(e) all applicable consents required from third parties to the transactions contemplated by this Agreement shall have been obtained;

(f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated under this Agreement and there shall be no proceeding, whether of a judicial or administrative nature or otherwise, in progress that relates to or results from the transactions contemplated under this Agreement that would, if successful, result in an order or ruling that would preclude completion of the transactions contemplated under this Agreement in accordance with the terms and conditions hereof or thereof;

(g) there shall not exist any prohibition at Law against the completion of the Amalgamation;

(h) none of the consents, orders, regulations or approvals contemplated herein shall contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by any of the parties hereto acting reasonably;

(i) there shall not be any action taken, any Law enacted, entered, enforced or deemed applicable by any Governmental Entity or pending or threatened any suit, action or proceeding by any Governmental Entity in connection with the grant of any Appropriate Regulatory Approval or otherwise:

(i) seeking to prohibit or restrict the acquisition by BioDE or Newco of any Exro Shares;

(ii) challenging or seeking to restrain or prohibit the consummation of the Amalgamation or seeking to obtain from Exro, BioDE or Newco any damages that are material in relation to Exro, BioDE or Newco;

(iii) seeking to prohibit or materially limit the ownership or operation by BioDE or Newco of any material portion of the business or assets of BioDE, the Business or the Exro Assets, or any of their respective Subsidiaries or to compel BioDE or Newco to dispose of or hold separate any material portion of the business or assets of BioDE, Exro or Newco or any of their respective Subsidiaries, as a result of the Amalgamation;

(iv) seeking to prohibit BioDE or Newco from effectively controlling in any material respect the business or operations of Exro; or

(v) imposing any condition or restriction that in the judgment of BioDE, acting reasonably, would be materially burdensome to the future operations or business of any business unit of BioDE or Newco after the Effective Time; and

(j) this Agreement shall not have been terminated under Article 9; and

The foregoing conditions are for the mutual benefit of the BioDE Parties and Exro and may be waived in writing, in whole or in part, if agreed to by both the BioDE Parties and Exro at any time.

8.2 Additional Conditions Precedent to the Obligations of the BioDE Parties

The obligations of the BioDE Parties to complete the transactions contemplated hereby and the obligation of Newco to file the Amalgamation Application jointly with Exro and such other documents as are required to be filed in accordance with the *BCBCA* for acceptance by the Registrar to give effect to the Amalgamation shall also be subject to the satisfaction of each of the following conditions at or prior to the Effective Date or such other time as is specified below:

(a) Exro shall have performed or complied with, in all material respects, each of its obligations, covenants and agreements hereunder to be performed and complied with by it on or before the Effective Time;

(b) the BioDE Parties shall be satisfied, in their sole discretion, with their due diligence review of Exro;

(c) each of the representations and warranties of Exro under this Agreement (which for purposes of this clause (c) shall be read as though none of them contained any Material Adverse Effect or other materiality qualification), shall be true and correct in all respects on the date of this Agreement and as of the Effective Time as if made on and as of such date except:

    (i) for such representations and warranties made as of a specified date, which shall be true and correct as of such specified date;

    (ii) as affected by transactions contemplated or permitted by this Agreement; or

    (iii) where the failure of such representations and warranties in the aggregate to be true and correct in all respects would not be reasonably expected to have a Material Adverse Effect on Exro;

(d) since the date of this Agreement, there shall have been no Material Adverse Change with respect to Exro or any event, occurrence or development, including the commencement of any action, suit or other legal proceeding which would be reasonably expected to have a Material Adverse Effect on Exro;

(e) the BioDE Parties shall have received a certificate of Exro addressed to the BioDE Parties and dated the Effective Date, signed on behalf of Exro by a senior executive officer or director of Exro, confirming that the conditions in Subsections 8.2(a), (c), (d), and (f) have been satisfied;

(f) since the date of this Agreement, no action, suit or proceeding shall have been taken before or by any Person against Exro (whether or not purportedly on behalf of Exro) that would, if successful, have a Material Adverse Effect on Exro, in the sole discretion of BioDE, acting reasonably;

(g) the board of directors and shareholders of Exro shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Exro to permit the consummation of the Amalgamation and the transactions contemplated herein;

(h) all consents and approvals under any agreements to which Exro may be a party or bound which are required or necessary or desirable for the completion of the transactions contemplated under this Agreement have been obtained;

(i) Exro shall not, from the date hereof and up to completion of the Amalgamation, without prior written consent of BioDE, have effected or taken any steps to effect any transaction or action out of the ordinary course of business other than the transactions contemplated under this Agreement;

(j) Exro shall not agree to pay any fees or commissions of brokers, finders or other third parties employed in connection with the Amalgamation; and

(k) Exro shall have provided the Exro Financial Statements to BioDE before the Effective Date, and BioDE is satisfied with the Exro Financial Statements.

The foregoing conditions are for the benefit of the BioDE Parties and may be waived in writing, in whole or in part, by the BioDE Parties at any time.

8.3 Additional Conditions Precedent to the Obligations of Exro

The obligations of Exro to complete the transactions contemplated hereby and the obligation of Exro to file the Amalgamation Application jointly with Newco and such other documents as are required to be filed in accordance with the *BCBCA* for acceptance by the Registrar to give effect to the Amalgamation shall also be subject to the satisfaction of each of the following conditions at or prior to the Effective Date or such other time as is specified below:

(a) the BioDE Parties shall have performed or complied with, in all material respects, their respective obligations, covenants and agreements hereunder to be performed and complied with by them on or before the Effective Time;

(b) Exro shall be satisfied, in their sole discretion, with their due diligence review of BioDE;

(c) each of the representations and warranties of BioDE under this Agreement (which for purposes of this clause (b) shall be read as though none of them contained any Material Adverse Effect or other materiality qualification), shall be true and correct in all respects on the date of this Agreement and as of the Effective Time as if made on and as of such date except:

(i) for such representations and warranties made as of a specified date, which shall be true and correct as of such specified date;

(ii) as affected by transactions contemplated or permitted by this Agreement; or

(iii) where the failure of such representations and warranties in the aggregate to be true and correct in all respects would not be reasonably expected to have a Material Adverse Effect on the BioDE Parties;

(d) since the date of this Agreement, there shall have been no Material Adverse Change with respect to BioDE or Newco or any event, occurrence or development including the commencement of any action, suit or other legal proceeding which would be reasonably expected to have a Material Adverse Effect on BioDE or Newco;

(e) Exro shall have received a certificate of each of BioDE and Newco addressed to Exro and dated the Effective Date, signed on behalf of each of BioDE and Newco by a senior executive officer or director of BioDE and Newco, certifying that the conditions in Subsections 8.3(a), (b), (d) and (f) have been satisfied;

(f) since the date of this Agreement, no action, suit or proceeding shall have been taken before or by any Person or by any elected or appointed public official in Canada or elsewhere against BioDE or Newco) (whether or not purportedly on behalf of BioDE or Newco) that would, if successful, have a Material Adverse Effect on BioDE or Newco, in the sole discretion of Exro, acting reasonably;

(g) there shall not be any action taken, any Law enacted, entered, enforced or deemed applicable by any Governmental Entity or pending or threatened any suit, action or proceeding by any Governmental Entity in connection with the grant of any Appropriate Regulatory Approval or otherwise:

(i) seeking to prohibit or restrict the acquisition by BioDE or Newco of any Exro Shares;

(ii) challenging or seeking to restrain or prohibit the consummation of the Amalgamation or seeking to obtain from Exro, BioDE or Newco any damages that are material in relation to BioDE or Newco;

(iii) seeking to prohibit or materially limit the ownership or operation by BioDE or Newco of any material portion of the business or assets of BioDE, the Business or the Exro Assets, or any of their respective Subsidiaries or to compel BioDE or Newco to dispose of or hold separate any material portion of the business or assets of BioDE, the Business or the Exro Assets, or the business or assets of Newco or any of their respective Subsidiaries, as a result of the Amalgamation; or

(iv) imposing any condition or restriction that in the judgment of Exro, acting reasonably, would be materially burdensome to the future operations or business of any business unit of BioDE or Newco after the Effective Time;

(h) BioDE and Newco shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by BioDE and Newco, to permit the consummation of the Amalgamation and all other transactions contemplated herein;

(i) BioDE and Newco shall not, from the date hereof and up to completion of the Amalgamation, without prior written consent of Exro, have effected or taken any steps to effect any transaction or action out of the ordinary course of business other than the transactions contemplated under this Agreement;

(j) BioDE has delivered evidence satisfactory to Exro of the approval of the listing and posting for trading on the CSE of the BioDE Shares subject only to satisfaction of customary listing conditions of the CSE; and

(k) all consents and approvals under any agreements to which BioDE or Newco may be a party or bound which are required or necessary or desirable for the completion of the transactions contemplated under this Agreement shall have been obtained or received.

The foregoing conditions are for the benefit of Exro and may be waived in writing, in whole or in part, by Exro at any time.

8.4 Merger of Conditions

The conditions set out in Sections 8.1, 8.2 and 8.3 shall be conclusively deemed to have been satisfied, waived or released on the filing of the Amalgamation Application, and such other documents as are required to be filed under the *BCBCA* to give effect to the Amalgamation.

ARTICLE 9
AMENDMENT AND TERMINATION

9.1 Amendment

This Agreement may not be amended except by mutual written agreement of the parties hereto, provided that after approval of the Exro Amalgamation Resolution by the Holders of Exro Shares and approval of the Newco Amalgamation Resolution by BioDE, no amendment may be made that by applicable Law requires further approval or authorization by the Holders of Exro Shares, BioDE or the Holder of BioDE Shares (as applicable) without such further approval or authorization.

9.2 Termination

This Agreement may be terminated and the Amalgamation abandoned at any time prior to the Effective Time (notwithstanding any approval of the Exro Amalgamation Resolution by the Holders of Exro Shares and the approval of the Newco Amalgamation Resolution by BioDE):

(a) by either the BioDE Parties or Exro, if it shall become aware, as a result of its due diligence review or otherwise, of any Material Adverse Change with respect to the other party (acting reasonably) which had not been disclosed prior to the date hereof and which would have a Material Adverse Effect on the BioDE Parties, Exro, or the transactions contemplated by this Agreement, including the Amalgamation;

(b) by the mutual written consent of the BioDE Parties and Exro;

(c) by either the BioDE Parties or Exro, if any Law is enacted that makes consummation of the Amalgamation illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a competent Governmental Entity enjoining the BioDE Parties or Exro from consummating the Amalgamation shall be entered and such judgment, injunction, order or decree shall have become final and non-appealable;

(d) by either the BioDE Parties or Exro, if the Effective Time does not occur on or prior to, February 28, 2017 or such other date as the BioDE Parties and Exro may agree in writing; provided, however, that the right to terminate this Agreement under this Subsection 9.2(d) shall not be available to any party whose failure or whose affiliate's failure to perform any material covenant, agreement or obligation hereunder has been the cause of, or resulted in, the failure of the Effective Time to occur on or before such date;

(e) by Exro if the Newco Amalgamation Resolution is not executed by BioDE prior to November 21, 2016 or such later date as may be agreed to in writing by Exro;

(f) by Exro if the board of directors of BioDE fails to affirm its approval of this Agreement by November 21, 2016 or such later date as may be agreed to in writing by Exro;

(g) by the BioDE Parties if the Exro Amalgamation Resolution is not approved by November 21, 2016 or such later date as may be agreed to in writing by BioDE;

(h) by the BioDE Parties if the board of directors of Exro fails to affirm its approval of this Agreement by November 21, 2016 or such later date as may be agreed to in writing by the BioDE Parties;

(i) by the BioDE Parties or Exro, if any of the conditions precedent set out in Section 8.1 hereof have not been complied with or waived on or before the date required for performance thereof; provided, however, that no party may rely on the failure to satisfy any of the conditions set out in Section 8.1 if the condition would have been satisfied but for a material failure by such party in complying with its obligations hereunder;

(j) by the BioDE Parties, if any of the conditions precedent set out in Section 8.2 hereof have not been complied with or waived on or before the date required for performance thereof; provided, however, that the BioDE Parties may not rely on the failure to satisfy any of the conditions set out in Section 8.2 if the condition would have been satisfied but for a material failure by either of the BioDE Parties in complying with their respective obligations hereunder;

(k) by the BioDE Parties, if Exro has breached any of its representations, warranties, agreements or obligations herein which breach would result in the failure to satisfy one or more conditions set forth in Subsections 8.2(c) or 8.2(d) and such breach is not curable or if curable, is not cured within 20 days after notice thereof has been given to Exro;

(l) by Exro, if any of the conditions precedent set out in Section 8.3 hereof have not been satisfied or waived on or before the date required for satisfaction; provided, however, that Exro may not rely on the failure to satisfy any of the conditions set out in Section 8.3 if the condition would have been satisfied but for a material failure by Exro in complying with its obligations hereunder;

(m) by Exro, if either of the BioDE Parties has breached any of its respective representations, warranties, agreements or obligations herein which breach would result in the failure to satisfy one or more conditions set forth in Subsections 8.3(b) or 8.3(d) and such breach is not curable or if curable, is not cured within 20 days after notice thereof has been received by the party or parties alleged to be in breach; or

(n) the party desiring to terminate this Agreement under Section 9.2 (other than under Section 9.2(b)) shall give notice of such termination to the other parties, citing the subsection of Section 9.2 upon which it is relying.

9.3 Effect of Termination

(a) If this Agreement is terminated in accordance with the provisions of Section 9.2, the parties have no further liability to perform their obligations under this Agreement, except for continuing liability to perform their respective obligations under this Section 9.3 and Subsection 7.4(b) and Section 10.10, all of which survive termination.

(b) Neither the termination of this Agreement nor anything contained in this Section 9.3 shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

(c) If it shall be judicially determined that termination of this Agreement under Section 9.2 was caused by breach of this Agreement, then, in addition to any other remedies at law or equity for breach of this Agreement, the party so found to have breached this Agreement shall indemnify and hold harmless the other parties for their out-of-pocket costs, including fees and expenses of their counsel, accountants, financial advisors and other experts and advisors, incident to the negotiation, preparation and execution of this Agreement and related documentation.

(d) Notwithstanding Section 10.10, if the BioDE Parties terminate this Agreement under a subsection other than subsections 9.2(b) and 9.2(c) and are not in breach of this Agreement, Exro shall reimburse BioDE for BioDE's reasonable and documented fees, expenses or charges incurred after September 1, 2016 in connection with the preparation of this Agreement, all negotiations among the parties and the consummation of the transactions contemplated hereby up to a maximum of $150,000, and upon request of BioDE shall amend the Promissory Note to reflect these expenses. Exro will not be required to reimburse BioDE's expenses described in this section if this Agreement is not terminated and the Amalgamation is completed.

(e) If this Agreement is terminated, Exro shall immediately repay to BioDE all funds advanced under the Promissory Note.

ARTICLE 10
GENERAL

10.1 Investigation

Any investigation by a party hereto and its advisors shall not mitigate, diminish or affect the representations and warranties of any other party to this Agreement.

10.2 Notices

All notices which may or are required to be given pursuant to any provision of this Agreement shall be in writing and shall be deemed given as of the date delivered if delivered personally, or as of the date confirmation of transmission is received by the sender if sent by facsimile transmission during business hours on a Business Day and if not transmitted during business hours, upon the commencement of business hours on the next Business Day following the date confirmation of the transmission is received by the sender or as of the date of the sender's receipt of confirmation of transmission if sent by e-mail or as of the following Business Day if dispatched (postage prepaid) on a Business Day by a nationally recognized overnight courier service with overnight delivery instructions, in each case addressed to the particular party at:

(a) in the case of BioDE or Newco:

BioDE Ventures Ltd.
#1320 - 885 West Georgia Street
Vancouver, British Columbia, V6C 3E8
Attention: Chester Shynkaryk, CEO and Director
E-mail: cshynkaryk@hotmail.com

With a copy (which shall constitute notice) to:

Linas Antanavicius, J.D., LL.M.
Barrister & Solicitor
1150 – 789 West Pender St.
Vancouver, BC V6C 1H2
Email: linas@linaslaw.com

(b) in the case of Exro:

Exro Technologies Inc.
#2900 - 550 Burrard Street
Vancouver, British Columbia, V6C 0A3
Attention: Mark Godsy, Chairman and CEO
E-mail: mgodsy@exro.com

With a copy (which shall constitute notice) to:

Stunden Law
2686 Point Grey Road
Vancouver, British Columbia, V6K 1A5
Attention: Michael Stunden
Facsimile: 604-736-5191
E-mail: michael@stundenlaw.com

or at such other address of which any party may, from time to time, advise the other parties by notice in writing given in accordance with the foregoing.

10.3 Assets and Liabilities

Upon the Amalgamation and as of the Effective Date, Newco shall, by operation of law, possess all of the property, rights, privileges and franchises, as they exist immediately before the Effective Date, and shall be subject to all of the liabilities, contracts, disabilities and debts of each of the Newco and Exro, as they exist immediately before the Effective Date. All rights of creditors against the properties, assets, rights, privileges and franchises of Newco and Exro, including but not limited to the Business and the Exro Assets, and all Encumbrances upon their properties, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of Newco and Exro shall thenceforth attach to and may be enforced against Newco. No action or proceeding by or against either of Newco or Exro shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Newco shall be substituted in such action or proceeding in place of the name of Newco or Exro, as applicable.

10.4 Assignment

No party may assign this Agreement or any of its rights, interests or obligations under this Agreement or the Amalgamation (whether by operation of law or otherwise) without the prior written consent of the other parties.

10.5 Binding Effect

This Agreement and the Amalgamation shall be binding upon and shall enure to the benefit of the BioDE Parties and Exro and their respective successors and permitted assigns.

10.6 Third Party Beneficiaries

Nothing in this Agreement, express or implied, shall be construed to create any third party beneficiaries.

10.7 Waiver and Modification

Each of Exro and the BioDE Parties may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the conditions, covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

10.8 No Personal Liability

(a) No director, officer, employee or agent of a BioDE Party shall have any personal liability whatsoever to Exro under this Agreement, or any other document delivered in connection with the Amalgamation on behalf of a BioDE Party.

(b) No director, officer, employee or agent of Exro shall have any personal liability whatsoever to either BioDE Party under this Agreement, or any other document delivered in connection with the Amalgamation on behalf of Exro.

10.9 Further Assurances

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

10.10 Expenses

Except as contemplated herein, each of Exro and BioDE shall pay their own costs and expenses in connection with the Amalgamation including legal, accounting and auditing fees, regulatory and exchange fees, meeting and mailing costs and any fees or commissions of brokers, finders or other third parties employed in connection with the Amalgamation.

10.11 Governing Law; Consent to Jurisdiction

This Agreement shall be governed by and be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract. Each party hereby irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

10.12 Regulatory Approval

This Agreement is subject to regulatory approval, including approval of the CSE.

10.13 Entire Agreement

This Agreement, and the other agreements and other documents referred to herein, constitute the entire agreement between the BioDE Parties and Exro pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the BioDE Parties and Exro with respect to the subject matter hereof.

10.14 Time of Essence

Time is of the essence of this Agreement.

10.15 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

10.16 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore written.

BIODE VENTURES INC.

Per: *_/ Chester Shynkaryk /_*
Authorized Signatory

EXRO TECHNOLOGIES INC.

Per: *_/Mark Godsy/_*
Authorized Signatory

1089001 B.C. LTD.

Per: *_/ Chester Shynkaryk /_*
Authorized Signatory

SCHEDULE A

Form of Newco Amalgamation Resolution

1089001 B.C. LTD.
(the "Company")
A British Columbia Corporation

Written Resolution of the Sole Shareholder
pursuant to the *Business Corporations Act* (British Columbia) and Articles of Incorporation of the Company

AMALGAMATION OF THE COMPANY WITH AND INTO EXRO TECHNOLOGIES INC.

WHEREAS it is proposed that the Company amalgamate with and into Exro Technologies Inc. ("**Exro**"), a company incorporated under the *Business Corporations Act* (British Columbia) as amended (the "***BCBCA***"), in accordance with the terms and conditions set forth in an amalgamation agreement (the "**Amalgamation Agreement**") dated as of November 7, 2016 among BioDE Ventures Ltd., the Company and Exro, such amalgamation hereinafter referred to as the "**Amalgamation**"; and

WHEREAS the directors of the Company have approved the Amalgamation and the Amalgamation Agreement in the form presented to the directors and have provided a copy of the Amalgamation Agreement to the sole shareholder of the Company for review.

IT IS HEREBY RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The Amalgamation as provided for in and subject to the terms and conditions set forth in the Amalgamation Agreement is hereby approved, authorised and confirmed in all respects.

2. The Amalgamation Agreement is adopted.

3. Each of the directors of the Company is hereby authorized and empowered, singly, without further notice to or approval of the shareholders:

   (a) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement; and

   (b) subject to the terms and conditions of the Amalgamation Agreement, not to proceed with the Amalgamation.

4. Any director or officer of the Company be, and such director or officer of the Company hereby is, authorized, instructed and empowered, singly, acting for, in the name of and on behalf of the Company, to do or to cause to be done all such other acts and things in the opinion of such director or officer of the Company as may be necessary or desirable in order to fulfill the intention of this resolution and the matters authorized hereby.

The following resolutions have been consented to in writing by the sole shareholder of the Company.

BIODE VENTURES LTD.

Per: ______________________________
Authorized Signatory

SCHEDULE B

Form of Exro Amalgamation Resolution

EXRO TECHNOLOGIES INC.
(the "Company")
A British Columbia Corporation

Special Resolution of the Shareholders
pursuant to *Business Corporations Act* (British Columbia) and the Articles of Incorporation of the Company

AMALGAMATION OF THE COMPANY WITH AND INTO 1089001 B.C. LTD.

WHEREAS it is proposed that **1089001 B.C. LTD.** ("**Newco**"), a company incorporated under the *Business Corporations Act* (British Columbia) as amended (the "***BCBCA***"), amalgamate with and into the Company in accordance with the terms and conditions set forth in an amalgamation agreement (the "**Amalgamation Agreement**") dated as of November 7, 2016 among BioDE Ventures Ltd., Newco and the Company, such amalgamation hereinafter referred to as the "**Amalgamation**"; and

WHEREAS the directors of the Company have approved the Amalgamation and the Amalgamation Agreement in the form presented to the directors and the Amalgamation Agreement has been made available to the shareholders of the Company for review.

IT HEREBY RESOLVED THAT:

1. The Amalgamation as provided for in and subject to the terms and conditions set forth in the Amalgamation Agreement is hereby approved, authorized and confirmed in all respects.

2. The Amalgamation Agreement is adopted.

3. Each of the directors of the Company is hereby authorized and empowered, singly, without further notice to or the approval of the shareholders:

   (a) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement; and

   (b) subject to the terms and conditions of the Amalgamation Agreement, not to proceed with the Amalgamation.

4. Any director or officer of the Company be, and such director or officer of the Company hereby is, authorized, instructed and empowered, singly, acting for, in the name of and on behalf of the Company, to do or to cause to be done all such other acts and things in the opinion of such director or officer of the Company as may be necessary or desirable in order to fulfill the intention of this resolution and the matters authorized hereby.

SCHEDULE C

Articles of Newco following the Amalgamation

Incorporation
No. BC ________________

ARTICLES

OF

EXRO TECHNOLOGIES INC.

(the "Company")

TABLE OF CONTENTS

Incorporation
No. BC________________

ARTICLES

OF

EXRO TECHNOLOGIES INC.

(the “Company”)

The Company has as its articles the following articles:

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

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

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

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

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

(e) "seal" means the seal of the Company, if any.

1.2 *Business Corporations Act* and *Interpretation Act* Definitions Applicable

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

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

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

2.2 Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

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

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

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

(a) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

(b) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

If a share certificate or a non-transferable written acknowledgment of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgment, as the case may be, must be issued to the person entitled to that share certificate or acknowledgment, as the case may be, if the directors receive:

(a) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and

(b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

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

2.8 Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the *Business Corporations Act*, determined by the directors.

2.9 Recognition of Trusts

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

3. ISSUE OF SHARES

3.1 Directors Authorized

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

3.2 Commissions and Discounts

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

3.3 Brokerage

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

3.4 Conditions of Issue

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

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

- (i) past services performed for the Company;
- (ii) property;
- (iii) money; and

(b) (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

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

4. SHARE REGISTERS

4.1 Central Securities Register

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

4.2 Closing Registers

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

A transfer of a share of the Company must not be registered unless:

(a) a duly signed instrument of transfer in respect of the share has been received by the Company;

(b) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate has been surrendered to the Company; and

(c) if a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgment has been surrendered to the Company.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any shares of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3 Transferor Remains Shareholder

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

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgements deposited with the instrument of transfer:

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

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

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative, or if the shareholder was a joint holder, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2 Rights of Legal Personal Representative

The legal personal representative has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the *Business Corporations Act* and the directors have been deposited with the Company.

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms specified in such resolution.

7.2 Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(a) the Company is insolvent; or

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

7.3 Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

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

(b) must not pay a dividend in respect of the share; and

(c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

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

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

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

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

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

(a) Subject to Article 9.2 and the *Business Corporations Act*, the Company may by directors resolution:

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

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

A) decrease the par value of those shares; or

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

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

(iv) alter the identifying name of any of its shares; or

(v) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act.*

(b) Subject to Article 9.2 and the *Business Corporations Act,* the Company may by directors resolution:

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

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

9.2 Special Rights and Restrictions

Subject to the *Business Corporations Act*, the Company may by special resolution:

(a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued.

9.3 Change of Name

The Company may by directors resolution authorize an alteration of its Notice of Articles in order to change its name or adopt or change any translation of that name.

9.4 Other Alterations

If the *Business Corporations Act* does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by ordinary resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

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

10.2 Resolution Instead of Annual General Meeting

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

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

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

(b) otherwise, 10 days.

10.5 Record Date for Notice

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

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

(b) otherwise, 10 days..

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

10.6 Record Date for Voting

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

10.7 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive or reduce the period of notice of such meeting.

10.8 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

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

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

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

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

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

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

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

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

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

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

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

   (v) the election or appointment of directors;

   (vi) the appointment of an auditor;

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

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

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

11.2 Special Majority

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

11.3 Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

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

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

11.5 Other Persons May Attend

The directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company and any other persons invited by the directors are entitled to attend any meeting of shareholders, but if any of those persons does attend a meeting of shareholders, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6 Requirement of Quorum

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

11.7 Lack of Quorum

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

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

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

11.8 Lack of Quorum at Succeeding Meeting

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

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(a) the chair of the board, if any; or

(b) if the chair of the board is absent or unwilling to act as chair of the meeting, the President, if any.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

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

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

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

11.14 Declaration of Result

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

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

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

11.17 Manner of Taking Poll

Subject to Article 11.13, if a poll is duly demanded at a meeting of shareholders:

(a) the poll must be taken:

- (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
- (ii) in the manner, at the time and at the place that the chair of the meeting directs;

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

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

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

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

11.21 Demand for Poll

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for the Ballot Retention Period after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

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

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

12.2 Votes of Persons in Representative Capacity

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

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

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

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

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any shares is registered are, for the purposes of Article 12.3, deemed to be joint shareholders.

12.5 Representative of a Corporate Shareholder

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

(a) for that purpose, the instrument appointing a representative must:

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

(ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;

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

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

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

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6 Proxy Provisions Do Not Apply to All Companies

If and for so long as the Company is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply, Articles 12.7 to 12.15 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states of the United States that is applicable to the Company and insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation.

12.7 Appointment of Proxy Holders

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

12.8 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent

proxy holder.

12.9 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

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

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

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

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

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

(b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting. A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11 Validity of Proxy Vote

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

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

(b) by the chair of the meeting, before the vote is taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either substantially in the following form or in any other form approved by the directors or the chair of the meeting:

		(NAME OF COMPANY) (the "Company") The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting. Number of shares in respect of which this proxy is given (if no number is specified, then this proxy if given in respect of all shares registered in the name of the shareholder): ______________________ This proxy may be revoked by an instrument in writing executed by the undersigned or by an authorized agent of the undersigned. Signed [month, day, year] [Signature of shareholder] [Name of shareholder—printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is:

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

(b) provided, at the meeting, to the chair of the meeting.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

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

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

12.15 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

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

(a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;

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

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

(ii) the number of directors set under Article 14.4;

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

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

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

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1 (b)(i) or 13.1 (c)(i):

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

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

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

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

13.5 Remuneration of Directors

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

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

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

13.8 Gratuity, Pension or Allowance on Retirement of Director

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

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

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

(b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or reappointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

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

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

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

14.3 Failure to Elect or Appoint Directors

If:

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

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

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

(c) the date on which his or her successor is elected or appointed; and

(d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

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

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6 Remaining Directors Power to Act

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

14.7 Shareholders May Fill Vacancies

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

14.8 Additional Directors

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

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

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

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.4, but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

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

(b) the director dies;

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

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

14.10 Removal of Director by Shareholders

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

14.11 Removal of Director by Directors

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

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Directors

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

15.2 Notice of Meetings

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

15.3 Alternate for More than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

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

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

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

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

15.4 Consent Resolutions

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

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to Be an Alternate Director

The appointment of an alternate director ceases when:

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

(b) the alternate director dies;

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

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

(e) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

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

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

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

16.2 Appointment of Attorney of Company

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

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that tem' is used in the *Business Corporations Act)* in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the *Business Corporations Act.*

17.2 Restrictions on Voting by Reason of Interest

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

17.3 Interested Director Counted in Quorum

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

17.4 Disclosure of Conflict of Interest or Property

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

17.5 Director Holding Other Office in the Company

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

17.6 No Disqualification

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

17.7 Professional Services By Director or Officer

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

17.8 Director or Officer in Other Corporations

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

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

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

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(a) the chair of the board, if any;

(b) in the absence of the chair of the board, the president, if any, if the president is a director; or

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

- (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
- (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
- (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

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

18.5 Calling of Meetings

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

18.6 Notice of Meetings

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

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

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

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

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

18.10 Quorum

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

18.11 Validity of Acts Where Appointment Defective

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

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

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

(b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who are entitled to vote on the resolution consents to it in writing.

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

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

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

(b) the power to remove a director;

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

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

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

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

(b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:

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

  (ii) the power to remove a director;

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

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

(c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2 in the exercise of the powers delegated to it, must:

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

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

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

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

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

(c) fill vacancies in the committee.

19.5 Committee Meetings

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

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

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

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

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

20. OFFICERS

20.1 Directors May Appoint Officers

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

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

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

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

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

20.3 Qualifications

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

20.4 Remuneration and Terms of Appointment

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

21. INDEMNIFICATION

21.1 Definitions

In this Article:

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

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

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

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

(c) "expenses" has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors and Former Directors

Subject to the *Business Corporations Act*, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Indemnification of Other Persons

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

21.5 Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (his or her heirs or legal personal representatives) who:

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

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

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

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

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

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

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

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

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

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company, or in anyone or more of those ways.

22.6 Settlement of Difficulties

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

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

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

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

22.7 When Dividend Payable

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

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

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

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

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

22.12 Payment of Dividends

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

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Records Office

The Company shall keep at its records office or at such other place as the *Business Corporations Act* may permit, the documents, copies, registers, minutes, and records which the Company is required by the *Business Corporations Act* to keep at its records office or such other place, as the case may be.

23.2 Recording of Financial Affairs

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

23.3 Inspection of Accounting Records

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

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by anyone of the following methods:

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

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

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

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

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

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

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

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

(c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(d) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;

(e) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

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

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that behalf for the Company stating that a notice, statement, report or other record was addressed as required by Article 24.1, prepaid and mailed or otherwise sent as permitted by Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

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

24.5 Notice to Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(a) mailing the record, addressed to them:

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

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

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

25. SEAL

25.1 Who May Attest Seal

Except provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(a) any two directors;

(b) any officer, together with any director;

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

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

25.2 Sealing Copies

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

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and the chair of the board or any senior officer together with the secretary, treasurer, secretary-treasurer, an assistant secretary, an assistant treasurer or an assistant secretary-treasurer may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

(a) "designated security" means:

  (i) a voting security of the Company;

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

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

(b) "security" has the meaning assigned in the *Securities Act* (British Columbia);

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

(i) is not a debt security, and

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

26.2 Application

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

26.3 Consent Required for Transfer of Shares or Designated Securities

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

27. SPECIAL RIGHTS AND RESTRICTIONS ATTACHING TO THE COMMON SHARES

27.1 Voting Rights

The common shares will be entitled to vote at all meetings of members of the Company except meetings at which only holders of a specified class of shares are entitled to vote.

27.2 Dividend Rights on Common Shares

The common shares will be entitled to a dividend from time to time as determined by the directors.

27.3 Dissolution

In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its members for the purpose of winding up its affairs, the holders of the common shares will be entitled to receive the remaining property of the Company.

Full name and signature of a director	Date of signing
____________________________ ____________________________ NAME	________________________, 20___

SCHEDULE D

Form of Amalgamation Application

BRITISH COLUMBIA The Best Place on Earth	Ministry of Finance BC Registry Services	Mailing Address: PO Box 9431 Stn Prov Govt Victoria, BC V8W 9V3 Location: 2nd Floor – 940 Blanshard Street Victoria BC www.fin.gov.bc.ca/registries	**AMALGAMATION APPLICATION** **FORM 13 — BC COMPANY** Sections 275 *Business Corporations Act*

Telephone: 250 356-8626

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

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 250 356-1198, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

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

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

☑ BC company

☐ BC unlimited liability company

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

☐	The name ______________________ is the name reserved for the amalgamated company. The name reservation number is: ______________, *OR*
☐	The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number, *OR*
☑	The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies. The name of the amalgamating company being adopted is: Exro Technologies Inc. The incorporation number of that company is: BC0729729

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

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

☐	**With Court Approval:** This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.
	OR
☑	**Without Court Approval:** This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

Page Break

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D. AMALGAMATION EFFECTIVE DATE – *Choose one of the following:*	
☐	The amalgamation is to take effect at the time that this application is filed with the registrar.
☑	The amalgamation is to take effect at 12:01 a.m. Pacific Time on ________ being a date that is not more than ten days after the date of the filing of this application.
☐	The amalgamation is to take effect at ______ ☐ a.m. or ☐ p.m. Pacific Time on ______ being a date and time that is not more than ten days after the date of the filing of this application.

E. AMALGAMATING CORPORATIONS

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

	NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1	1089001 B.C. Ltd.	BC1089001	
2	Exro Technologies Inc.	BC0729729	

F. FORMALITIES TO AMALGAMATION

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

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

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

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

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED (YYYY / MM / DD)
1.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	**SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION**	**DATE SIGNED (YYYY / MM / DD)**
2.	X	

Section Break (Next Page)

NOTICE OF ARTICLES

A. NAME OF COMPANY

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

1089001 B.C. Ltd.

B. TRANSLATION OF COMPANY NAME

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

C. DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME → FIRST NAME → MIDDLE NAME	DELIVERY ADDRESS INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE	MAILING ADDRESS INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE
Mark Godsy		
Jonathan Ritchey		
Frank Borowicz		
M.A. (Jill) Bodkin		

D. REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE (INCLUDING BC and POSTAL CODE)

2700 - 700 West Georgia Street, Vancouver, BC V7Y 1B8

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE (INCLUDING BC and POSTAL CODE)

2700 - 700 West Georgia Street, PO Box 10057, Vancouver, BC V7Y 1B8

E. RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE (INCLUDING BC and POSTAL CODE)

2700 - 700 West Georgia Street, Vancouver, BC V7Y 1B8

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE (INCLUDING BC and POSTAL CODE)

2700 - 700 West Georgia Street, PO Box 10057, Vancouver, BC V7Y 1B8

F. AUTHORIZED SHARE STRUCTURE

	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number	Kind of shares of this class or series of shares		Are there special rights or restrictions attached to the shares of this class or series of shares?
Identifying name of class or series of shares	MAXIMUM NUMBER OF SHARES AUTHORIZED OR NO MAXIMUM NUMBER	PAR VALUE OR WITHOUT PAR VALUE	TYPE OF CURRENCY	YES/NO

Common¤	no·maximum· number¤	without·par·value¤	n/a¤	No¤

¶

SCHEDULE E

INTELLECTUAL PROPERTY OF EXRO

	Country	Application Number	Filing Date	Patent Number
1	CN	[redacted]	June 8, 2007	[redacted]
2	CA	[redacted]	Nov. 1, 2004	[redacted]
3	CA	[redacted]	Jan. 18, 2005	[redacted]
4	USA	[redacted]	Jan. 18, 2005	[redacted]
5	USA	[redacted]	June 30, 2006	[redacted]
6	USA	[redacted]	Aug. 20, 2009	[redacted]
7	USA	[redacted]	June 5, 2012	[redacted]
8	USA	[redacted]	Dec. 4, 2013	[redacted]
9	CA	[redacted]	Sept. 2, 2010	[redacted]
10	CN	[redacted]	Sept. 2, 2010	[redacted]
11	EP	[redacted]	Sept. 2, 2010	[redacted]
12	HK	[redacted]	Sept. 2, 2010	[redacted]
13	IN	[redacted]	Sept. 2, 2010	[redacted]
14	USA	[redacted]	June 3, 2014	[redacted]
15	USA	[redacted]	Oct. 20, 2009	[redacted]
16	USA	[redacted]	May 21, 2013	[redacted]
17	USA	[redacted]	Feb. 20, 2014	[redacted]
18	CA	[redacted]	Sept. 3, 2009	[redacted]
19	EP	[redacted]	Sept. 3, 2009	[redacted]
20	IN	[redacted]	Sept. 3, 2009	[redacted]
21	USA	[redacted]	Aug. 13, 2014	[redacted]
22	USA	[redacted]	Oct. 8, 2013	[redacted]

	Country	Application Number	Filing Date	Patent Number
23	USA	[redacted]	UNFILED	[redacted]
24	EP	[redacted]	Jan. 8, 2007	[redacted]
25	CA	[redacted]	June 8, 2007	[redacted]
26	USA	[redacted]	June 17, 2011	[redacted]
27	USA	[redacted]	Sept. 2, 2010	[redacted]

SCHEDULE F

CAPITALIZATION TABLE OF EXRO

UNAUDITED

	Total Issued
Common Shares Issued:	
Total Shares per Share Registry	31,320,193
Warrants & Options	
ESOP	0
B Warrants - 65 cents - expiry 24 mos. after public listing	389,740
A Warrants	20,000
Fully Diluted Capital	**31,729,933**

Note: Before the Effective Date, Exro will issue approximately 17,644,717 Exro Shares to settle the outstanding debts of Exro and as bonus shares. It is estimated that Exro will have approximately 48,964,910 Exro Shares issued and outstanding on the Effective Date.

SCHEDULE G

BIODE EXCLUDED ASSETS

1. The rights, benefits and privileges of BioDE under the Migenix Cutanea Exclusive License Agreement effective as of December, 2005 between Migenix, Inc. and Cutanea Life Sciences, Inc.

2. Cutanea - Licensed Patent Portfolio:

Title: **Composition and Methods for Treating Infections Using Analogues of Indolicidin**

Country	MBM File	Serial No.	Patent No.	Status
US	[redacted]	[redacted]	[redacted]	ISSUED
JP	[redacted]	[redacted]	[redacted]	ISSUED
US	[redacted]	[redacted]	[redacted]	ISSUED

Title: **Antimicrobial Cationic Peptides and Formulations Thereof**

Country	MBM File	Serial No.	Patent No.	Status
CA	[redacted]	[redacted]		PUBLISHED
US	[redacted]	[redacted]	[redacted]	ISSUED
US	[redacted]	[redacted]	[redacted]	ISSUED
US	[redacted]	[redacted]		PENDING
US	[redacted]	[redacted]		PENDING
JP	[redacted]	[redacted]	[redacted]	ISSUED
JP	[redacted]	[redacted]	[redacted]	ISSUED
JP	[redacted]	[redacted]		PENDING
US	[redacted]	[redacted]	[redacted]	ISSUED

Title: **Compositions and Methods for Treating Infections Using Cationic Peptides Alone or in Combination with Antibiotics**

Country	MBM File	Serial No.	Patent No.	Status
US	[redacted]	09/030,619	[redacted]	ISSUED
US	[redacted]	10/277,233	[redacted]	ISSUED