EMPIRE HYDROGEN ENERGY SYSTEMS INC.

and

EUREKA CAPITAL CORP.

BUSINESS COMBINATION AGREEMENT

August 22, 2024

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BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as of August 22, 2024,

BETWEEN:

EMPIRE HYDROGEN ENERGY SYSTEMS INC.,
a corporation incorporated under the laws of Canada
("**Empire**")

-and-

EUREKA CAPITAL CORP.,
a corporation incorporated under the laws of the Province of Alberta
("**Eureka**")

-and-

16299440 CANADA INC.,
a corporation incorporated under the laws of Canada
("**Subco**")

(each a "**Party**" and collectively, the "**Parties**")

WHEREAS Eureka is a Capital Pool Company listed on the TSX Venture Exchange ("**TSXV**");

AND WHEREAS pursuant to a non-binding letter agreement (the "**Letter Agreement**") between the Parties effective January 26, 2024, Empire and Eureka propose to combine the business and assets of Empire with those of Eureka and upon completion of such business combination, the combined company will be the Resulting Issuer (as defined below), a green hydrogen producer with the name "Empire Hydrogen Energy Systems Inc." or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of the Resulting Issuer;

AND WHEREAS the Parties intend to carry out the proposed business combination by way of a statutory amalgamation under the provisions of the CBCA (as defined below) and related transaction steps;

NOW THEREFORE in consideration of the mutual 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, the Parties covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

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

(1) "**ABCA**" means the *Business Corporations Act* (Alberta) as the same has been and may hereafter from time to time be amended;

(2) "**Affiliate**" has the meaning ascribed thereto in the CBCA;

(3) "**Agreement**", "**this Agreement**", "**herein**", "**hereto**", and "**hereof**" and similar expressions refer to this business combination agreement, including the schedules attached hereto, as the same may be amended or supplemented from time to time;

(4) "**Amalco**" means the amalgamated corporation resulting from the Amalgamation;

(5) "**Amalco Shares**" means the common shares in the share capital of Amalco;

(6) "**Amalgamation**" means the amalgamation of Empire and Subco by way of a "three-cornered amalgamation" with Eureka pursuant to Section 181 of the CBCA;

(7) "**Amalgamation Agreement**" means the agreement among Empire, Eureka and Subco in respect of the Amalgamation, to be substantially in the form attached as Schedule "A" to this Agreement;

(8) "**Articles of Amalgamation**" means the articles of amalgamation giving effect to the Amalgamation required under the CBCA to be filed with the Registrar;

(9) "**Bridge Loan**" has the meaning ascribed thereto in section 2.4(a) hereof;

(10) "**Business Day**" means any day, excluding Saturday or Sunday, on which banking institutions are open for business in Calgary, Alberta and in Vancouver, British Columbia;

(11) "**Business Combination**" means the series of transactions, as detailed in this Agreement, through which the businesses of Empire and Eureka will be combined, including the Financing, the Continuance, the Amalgamation, the Empire Director Appointments and the Eureka Name Change;

(12) **"CBCA"** means the *Canada Business Corporations Act* as the same has been and may hereafter from time to time be amended;

(13) "**Certificate of Amalgamation**" means the certificate in respect of the Amalgamation issued by the Registrar;

(14) **"Competition Act"** means the *Competition Act* (Canada);

(15) "**Completion Deadline**" means November 29, 2024 or such later date as may be mutually agreed between the Parties in writing;

(16) "**Commissions**" has the meaning ascribed thereto in section 3.3(m) hereof;

(17) **"Continuance"** means the continuance of Eureka from the ABCA to the CBCA;

(18) "**Debt Instrument**" has the meaning ascribed thereto in section 3.2(ee) hereof;

(19) "**Depositary**" means such Person as Eureka may appoint to act as depositary in relation to the Business Combination, with the approval of Empire, acting reasonably;

(20) "**Disclosure Schedule**" means the disclosure schedule attached as Schedule "B";

(21) "**Dissenting Empire Common Shares**" means the Empire Common Shares held by Dissenting Shareholders;

(22) "**Dissenting Shareholder**" means a registered holder of Empire Common Shares who, in connection with the special resolution of the Empire Voting Shareholders approving the

Amalgamation, has exercised the right to dissent pursuant to Section 272 of the CBCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Empire Common Shares and who has not withdrawn the notice of the exercise of such right as permitted by the CBCA;

(23) "**Documents**" means, collectively, this Agreement and the Amalgamation Agreement;

(24) "**DRS Statement**" means a statement evidencing a shareholding position under the Direct Registration System;

(25) "**Due Diligence**" has the meaning given to such term in Section 5.5 hereof;

(26) "**Due Diligence Approval**" has the meaning given to such term in Section 5.5 hereof;

(27) "**Due Diligence Deadline**" has the meaning given to such term in Section 5.5 hereof;

(28) "**Effective Date**" means the date shown on the Certificate of Amalgamation giving effect to the Amalgamation, which date shall be in accordance with section 2.1(e) hereof;

(29) "**Effective Time**" means 12:01 a.m. (Calgary time) on the Effective Date or such other time on the Effective Date as may be agreed by Empire and Eureka;

(30) "**Empire**" means Empire Hydrogen Energy Systems Inc. as it exists prior to the completion of the Business Combination;

(31) "**Empire Audited Statements**" has the meaning ascribed thereto in Section 3.2(l) hereof;

(32) "**Empire Common Shares**" means the Class A Common Shares in the capital of Empire and "**Empire Common Share**" means any one of them;

(33) "**Empire Director Appointments**" means, subject to the completion of the Amalgamation, the reconstitution of the board of directors of Eureka to consist of 7 directors, as more particularly set out in section 2.3 hereof;

(34) "**Empire Financial Statements**" has the meaning ascribed thereto in Section 3.2(l) hereof;

(35) "**Empire Meeting**" means a special meeting of the shareholders of Empire to be held in order to seek shareholder approval for the Amalgamation, to be held on a date that the Parties agree, but in any event, no later than 90 days after the hereof, or such later date agreed to by both Parties;

(36) "**Empire Shareholder**" means a registered holder of any class of issued and outstanding Empire Common Shares, from time to time, and "**Empire Shareholders**" means all such holders;

(37) "**Empire Unaudited Statements**" has the meaning ascribed thereto in Section 3.2(l) hereof;

(38) "**Empire Voting Shareholder**" means a registered holder of Empire Common Shares, from time to time, and "Empire Voting Shareholders" means all such holders;

(39) "**Encumbrance**" means any security interest, mortgage, charge, pledge, hypothec, lien, restriction, option, adverse claim or other encumbrance of any kind;

(40) "**Eureka**" means Eureka Capital Corp. as it exists prior to the completion of the Business Combination;

(41) "**Eureka Agent Options**" means the 590,000 options to acquire Eureka Shares at an exercise price of $0.10 per Eureka Share, issued to PI Financial Corp.;

(42) "**Eureka Equity Compensation Plans**" mean the Resulting Issuer option plan and Resulting Issuer restricted share unit plan to be adopted by the Resulting Issuer;

(43) "**Eureka Financial Statements**" has the meaning ascribed thereto in section 3.3(m) hereof;

(44) "**Eureka Meeting**" means a special meeting of the shareholders of Eureka to be held in order to seek shareholder approval for the Empire Director Appointments, the Continuance, the Eureka Name Change, the appointment of an auditor and the approval of the Eureka Equity Compensation Plans;

(45) "**Eureka Name Change**" means, subject to the completion of the Amalgamation, a change in the name of Eureka to "Empire Hydrogen Energy Systems Inc." or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of the Resulting Issuer;

(46) "**Eureka Options**" means the stock options to purchase Eureka Shares, of which, as of the date hereof, there are 1,560,000 Eureka Options issued and outstanding, all of which have an exercise price of $0.10 per Eureka Share;

(47) "**Eureka Shareholder**" means a registered holder of Eureka Shares, from time to time;

(48) "**Eureka Shares**" means the common shares in the capital of Eureka;

(49) "**Exchange Ratio**" has the meaning given to such term in section 2.1(f)(ii) hereof;

(50) "**fair value**" where used in relation to an Empire Common Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 245 of the CBCA or as agreed between Empire and the Dissenting Shareholder;

(51) "**Filing Statement**" means a TSXV filing statement of Eureka to be prepared jointly by Eureka and Empire in respect of the Business Combination in accordance with Policy 2.4 of the TSXV;

(52) "**Financing**" means a non-brokered private placement by Eureka of Subscription Receipts for minimum gross proceeds of $600,000.00, or such other amount as may be agreed to by Empire and Auka, at a price of $0.25 per Subscription Receipt and on terms mutually agreed to by Empire and Eureka;

(53) "**Governing Documents**" means, in respect of each Party, as applicable, its certificate, its notice of articles as amended, its articles of incorporation, as amended, and its by-laws, as amended;

(54) "**Governmental Authority**" means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the TSXV;

(55) "**IFRS**" means International Financial Reporting Standards applicable as at the relevant date;

(56) "**in writing**" means written information including documents, files, software, records and books made available, delivered or produced to one Party by or on behalf of the other Party;

(57) "**Laws**" means all laws, statutes, codes, ordinances, decrees, rules, regulations, by laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority (or any other Person) having jurisdiction over the aforesaid Person or Persons or its or their business, undertaking, property or securities;

(58) "**Leased Premises**" means all of the lands and premises that are leased by Empire or any of its Subsidiaries;

(59) "**Letter Agreement**" has the meaning ascribed thereto in the recitals hereof;

(60) "**Letter of Transmittal**" means a letter of transmittal to be sent to holders of Empire Common Shares for use in connection with the Business Combination and in order to receive the Resulting Issuer Shares to which they are entitled after giving effect to the Amalgamation;

(61) "**Loan Documentation**" has the meaning ascribed thereto in section 2.4(a) hereof;

(62) "**Material Adverse Change**" means, with respect to any Party, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization or financial condition of the Party and its Subsidiaries (as applicable), taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) general economic, financial, currency exchange, securities, bullion or commodity prices in Canada or elsewhere; (ii) any matter which has been communicated in writing to the other Party as of the date hereof; (iii) in respect of Eureka, any matter that has prior to the date hereof been publicly disclosed in Eureka's SEDAR+ filings; (iv) in respect of Eureka, resulting from any change in the trading price or volume of Eureka Shares; or (v) any changes or effects arising from matters permitted or contemplated by this Agreement or consented to or approved in writing by the other Party;

(63) "**Material Adverse Effect**" means any event, change or effect that is or would reasonably be expected to be materially adverse to the financial condition, operations, assets, liabilities, or business of a Party and its Subsidiaries (as applicable), considered as a whole, provided, however, that a Material Adverse Effect shall not include an adverse effect resulting from a change: (a) which arises out of or in connection with a matter that has been publicly disclosed or otherwise disclosed in writing by such Party to the other Party prior to the date of hereof; (b) resulting from conditions affecting the energy industry as a whole; or (c) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

(64) "**Material Breach**" is one that substantially defeats the purpose of this Agreement or the Letter Agreement, or relates to an essential element of this Agreement or the Letter Agreement, and deprives the injured Party of a benefit that he or she reasonably expected;

(65) "**Material Contract**" means a contract to which Empire or its Subsidiaries is a party or is bound that:

(a) involves or may result in the payment of money or money's worth by or to Empire or any of its Subsidiaries in an amount in excess of $10,000;

(b) has an unexpired term of more than 1 year (including renewals);

(c) cannot be terminated by Empire or its Subsidiaries without penalty upon less than 30 days' notice; or

(d) the termination of which, or under which the loss of rights, would have a Material Adverse Effect on Empire and its Subsidiaries, taken as a whole;

(66) "**material fact**" has the meaning ascribed thereto in the *Securities Act* (Alberta) as the same has been and may hereafter from time to time be modified;

(67) "**Party**" means each of Eureka and Empire individually, and collectively, the "**Parties**";

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

(69) "**Personnel Obligations**" means any obligations or liabilities of a Party or any of its Subsidiaries (as applicable) to pay any amount to its or their officers, directors, employees and consultants, other than for salary, bonuses under its or their existing bonus arrangements and directors' fees in the ordinary course, in each case in amounts consistent with historic practices and obligations or liabilities in respect of insurance or indemnification contemplated by this Agreement or arising in the ordinary and usual course of business and, without limiting the generality of the foregoing, Personnel Obligations shall include the obligations of such Party or any of its Subsidiaries (as applicable) to directors, officers, employees and consultants: (a) for payments on or in connection with any change in control of such Party pursuant to any change in control agreements, policies or arrangements, including the payments specified herein; and (b) for any special incentive bonus payments and commitments;

(70) "**Pre-Closing Eureka Shareholders**" means the holders of Eureka Shares on the date immediately preceding the Effective Date;

(71) "**Prime Rate**" means the prime rate of interest per annum quoted by Eureka's primary banking institution in Canada from time to time as its reference rate of interest for Canadian Dollar demand loans made to its commercial customers in Canada and which such bank refers to as its "prime rate", as such rate may be changed from time to time.

(72) **"Real Property Leases"** means all of the leases between Empire or its Subsidiaries, as tenant, and any Person, as landlord, and all amendments to those leases, relating to the leasing by Empire or any of its Subsidiary of the Leased Premises;

(73) "**Recipient**" has the meaning ascribed thereto in section 9.8(d) hereof;

(74) "**Registrar**" means the means the Registrar of Corporations or a Deputy Registrar of Corporations appointed under the CBCA;

(75) "**Regulatory Approval**" means any approval, consent, waiver, permit, order or exemption from any Governmental Authority having jurisdiction or authority over any Party or the Subsidiaries of any Party which is required or advisable to be obtained in order to permit the Business Combination to be effected and "**Regulatory Approvals**" means all such approvals, consents, waivers, permits, orders or exemptions;

(76) "**Reporting Jurisdictions**" has the meaning ascribed thereto in section 3.3(f) hereof;

(77) "**Resulting Issuer**" means Eureka upon completion of the Business Combination; as described in this Agreement, the Resulting Issuer will be a Technology Issuer operating under the name "Empire Hydrogen Energy Systems Inc." or such other similar name as may be accepted by the relevant regulatory authorities and approved by its board of directors;

(78) "**Resulting Issuer Share**" has the meaning ascribed thereto in section 2.1(f)(ii) hereof;

(79) "**Resulting Issuer VWAP**" means the volume weighted average market price of Resulting Issuer Shares over the five trading day period ending on the day prior to the date of the SBVCA Liability Notice Date;

(80) "**SBVCA**" means the *Small Business Venture Capital Act*, RSBC 1996, as may be amended from time to time;

(81) "**SBVCA Liability**" has the meaning ascribed thereto in Section 5.7 hereof;

(82) "**SBVCA Liability Notice Date**" has the meaning ascribed thereto in Section 5.7 hereof;

(83) "**SBVCA Voluntary Escrow Agreements**" means the voluntary escrow agreements to be entered into between the Resulting Issuer and each of the Subject Shareholders, in a form acceptable to Empire and Eureka, acting reasonably;

(84) "**Securities Authorities**" means the Commissions and the TSXV;

(85) "**SEDAR+**" means the System for Electronic Document Analysis and Retrieval +, available at www.sedarplus.com;

(86) "**Subco**" means 16299440 Canada Inc., a corporation incorporated under the laws of Canada as a wholly-owned Subsidiary of Eureka for the sole purpose of effecting the Amalgamation;

(87) "**Subco Shares**" means the common shares in the capital of Subco;

(88) "**Subject Shareholders**" means all Empire Shareholders who are, pursuant to the SBVCA, restricted from selling, transferring, assigning or conveying their Empire Common Shares without triggering a requirement on the part of such Empire Shareholders or Empire to remit or repay tax credits received by such Empire Shareholders under the SBVCA;

(89) "**Subscription Receipts**" means the subscription receipts of Empire to be issued in connection with the Financing at a price of $0.25 per subscription receipt, each exchangeable into one Empire Common Share, subject to adjustment, without additional consideration;

(90) "**Subsidiary**" has the meaning ascribed thereto in the CBCA;

(91) "**Taxes**" has the meaning ascribed thereto in Section 3.2(t) hereof;

(92) "**TSXV**" means TSX Venture Exchange;

(93) "**TSXV Escrow Agreement**" means the escrow agreement to be entered into among the Resulting Issuer's registrar and transfer agent, the Resulting Issuer and certain securityholders of the Resulting Issuer in compliance with the requirements of the TSXV, with the securities subject to such agreement to be released as determined by the TSXV; and

1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

In the absence of a specific designation of any currency any undescribed dollar amount herein shall be deemed to refer to Canadian dollars.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement to Articles and Sections refer to Articles and Sections of and to this Agreement in which such reference is made.

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

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the Laws of the Province of Alberta and the Laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the Courts of the Province of Alberta sitting in and for the judicial district of Calgary in respect of all matters arising under or in relation to this Agreement.

1.7 Attornment

The Parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Alberta for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the Parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

1.8 Knowledge

Where any matter is qualified by reference to "**Knowledge of Eureka**", it is deemed to refer to the actual knowledge, after making reasonable inquiries, of the Chief Executive Officer and Chief Financial Officer of Eureka. Where any matter is qualified by reference to "**Knowledge of Empire**", it is deemed to refer to the actual knowledge, after making reasonable inquiries, of the Chief Executive Officer and Chief Financial Officer of Empire.

ARTICLE 2
THE BUSINESS COMBINATION

2.1 Business Combination Steps

Empire and Eureka agree to effect the combination of their respective businesses and assets by way of a series of steps or transactions including the Continuance, the Financing, the Amalgamation, the Empire Director Appointments and the Eureka Name Change. Each Party hereby agrees that as soon as reasonably practicable after the date hereof or at such other time as is specifically indicated below in this Section, and subject to the terms and conditions of this Agreement, it shall take the following steps indicated for it:

(a) Empire shall duly call and convene the Empire Meeting (or in the alternative, Empire may obtain approval of the Empire Voting Shareholders by consent resolution) not later than the date that is 90 days after the date hereof, at which time the Empire Voting Shareholders will be asked to approve the Amalgamation described in this Agreement and the Amalgamation Agreement (together, the "**Documents**"), and Empire shall use all commercially reasonable efforts to obtain the approval of the Empire Voting Shareholders for the foregoing matters;

(b) Eureka shall duly call and convene the Eureka Meeting (or in the alternative, Eureka may obtain approval of the Eureka Shareholders by consent resolution) not later than the date that is 120 days after the date hereof, at which the Eureka Shareholders will be asked to approve, among other things, the Empire Director Appointments, the Continuance, the Eureka Name Change, the appointment of an auditor and the approval of the Eureka Equity Compensation Plans, and Eureka shall use all commercially reasonable efforts to obtain the approval of the Eureka Shareholders for the foregoing matters;

(c) Empire and Eureka shall use commercially reasonable efforts to complete the Financing;

(d) following the receipt of shareholder approvals at the Empire Meeting and the Eureka Meeting, the closing of the Financing, the Eureka Name Change, and immediately prior to the filing of the Articles of Amalgamation, Eureka shall take all necessary corporate steps to complete the Continuance;

(e) Empire and Subco shall amalgamate by way of statutory amalgamation under Section 181 of the CBCA on the terms and subject to the conditions contained in the Documents and Empire and Eureka further agree that the Effective Date shall occur within five (5) Business Days following the later of: (i) the receipt of shareholder approval by the Empire Voting Shareholders of the special business at the Empire Meeting; (ii) the receipt of shareholder approval by the Eureka Shareholders of the general and special business at the Eureka Meeting; (iii) the closing of the Financing; and (iv) the satisfaction or waiver of all conditions imposed herein and by the TSXV or any other regulatory requirements, provided that the Effective Date shall occur no earlier than seven (7) Business Days after the Filing Statement is filed on SEDAR+;

(f) the Parties shall cause the Articles of Amalgamation to be filed to effect the Amalgamation, pursuant to which:

    (i) Empire and Subco will amalgamate under the provisions of the CBCA and continue as one amalgamated corporation, being Amalco;

    (ii) subject to section 2.1(g) hereof, holders of outstanding Empire Common Shares shall receive 1.2 Eureka Shares for each Empire Common Share held (such ratio being the "**Exchange Ratio**"), and each such Eureka Share, after giving effect to the completion of the Business Combination, is herein called a "**Resulting Issuer Share**";

(iii) each outstanding Subco Share will be exchanged for Amalco Shares on the basis of one (1) Amalco Share for each Subco share;

(iv) as consideration for the issuance of the Resulting Issuer Shares to the holders of Empire Common Shares to effect the Amalgamation, Amalco will issue to the Resulting Issuer one (1) fully paid Amalco Share for each Resulting Issuer Share so issued;

(v) all of the property and assets of each of Empire and Subco will be the property and assets of Amalco and Amalco will be liable for all of the liabilities and obligations of each of Empire and Subco; and

(vi) Amalco will be a wholly-owned Subsidiary of Eureka;

(g) in accordance with section 8.5 hereof, Empire Common Shares which are held by a Dissenting Shareholder shall not be converted as prescribed by section 2.1(f)(ii) hereof. However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under the CBCA or forfeits its right to make a claim under the CBCA or if its rights as a shareholder of Empire are otherwise reinstated, such Dissenting Shareholder's Dissenting Empire Common Shares shall thereupon be deemed to have been converted as of the Effective Date as prescribed by section 2.1(f)(ii) hereof;

(h) immediately following the filing of the Articles of Amalgamation to effect the Amalgamation, Eureka will: (i) reconstitute its board of directors to give effect to the Empire Director Appointments, and (ii) file a notice of alteration to give effect to the Eureka Name Change;

(i) as soon as practicable after the Effective Date, in accordance with normal commercial practice and section 2.2(g) hereof, the Resulting Issuer shall issue or cause to be issued certificates, DRS Statements or electronic positions within CDS representing the appropriate number of the Resulting Issuer Shares to the former Empire Shareholders. No fractional Resulting Issuer Shares will be delivered to any Empire Shareholder otherwise entitled thereto and instead the number of Resulting Issuer Shares to be issued to each former Empire Shareholder will be rounded down to the nearest whole number;

(j) the Parties acknowledge that the TSXV will require some or all of the Resulting Issuer Shares issued pursuant to the Business Combination to be held in escrow and Empire and Eureka, as applicable, agree to comply and use its reasonable efforts to cause its shareholders to comply with all such escrow requirements of the TSXV including the execution and delivery of the TSXV Escrow Agreement; and

(k) the Parties shall take any other action and do anything, including the execution of any other agreements, documents or instruments, that are necessary or useful to give effect to the Business Combination.

2.2 Implementation Covenants

(a) **Filing Statement.** Empire and Eureka shall use commercially reasonable efforts to jointly prepare the Filing Statement together with any other documents required by applicable Laws in connection with the Business Combination and shall jointly file the final Filing

Statement required by applicable Laws as soon as reasonably practicable and shall use all commercially reasonable efforts to file the final Filing Statement no later than seven Business Days prior to the Completion Deadline.

(b) **Preparation of Empire Meeting Documentation.** Empire shall duly prepare documentation required in connection with the Empire Meeting, and deliver such documentation to Empire Voting Shareholders.

(c) **Preparation of Eureka Meeting Documentation.** Eureka shall duly prepare documentation required in connection with the Eureka Meeting, and deliver such documentation to Eureka Shareholders.

(d) **Listing.** Eureka shall use all commercially reasonable efforts to have the issuance of all the Resulting Issuer Shares accepted by the TSXV.

(e) **Preparation of Filings.** Empire and Eureka shall cooperate in the preparation of any documents and taking of all actions reasonably deemed by Empire or Eureka to be necessary to discharge their respective obligations under applicable Laws in connection with the Business Combination and all other matters contemplated in the Documents, and in connection therewith:

(i) each of Empire and Eureka shall furnish to the other all such information concerning it and its shareholders as may be required to effect the actions described in this Article 2, and each covenants that no information furnished by it in connection with such actions or otherwise in connection with the consummation of the Business Combination will contain 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 or to be used;

(ii) Empire and Eureka shall each promptly notify the other if at any time before the Effective Date it becomes aware that the Filing Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Filing Statement. In any such event, Empire and Eureka shall cooperate in the preparation of a supplement or amendment to the Filing Statement, as required and as the case may be, and, if required, shall cause the same to be filed with the applicable Securities Authorities; and

(iii) each of Empire and Eureka shall ensure that the Filing Statement complies with all applicable Laws and, without limiting the generality of the foregoing, that the Filing Statement does not contain any untrue statement of a material fact or omit to state a material fact with respect to itself required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

(f) **Amalgamation Agreement, etc.** The Parties hereby acknowledge that the Amalgamation Agreement shall be substantially in the form attached as Schedule "A" to this Agreement. Subco shall, subject to the terms and conditions of this Agreement and subject to and following the receipt of all Regulatory Approvals, deliver to Empire the duly executed Articles of Amalgamation and related documents which will be filed by Empire with the Registrar.

(g) **Resulting Issuer Shares and Procedures**.

(i) On the Effective Date: (i) the Empire Voting Shareholders (other than Dissenting Shareholders who are ultimately entitled to be paid fair value for their Dissenting Empire Common Shares) shall be deemed to be the registered holders of the Resulting Issuer Shares to which they are entitled hereunder; (ii) the Resulting Issuer shall deposit such Resulting Issuer Shares with the Depositary and/or the electronic positions representing such Resulting Issuer Shares with CDS, as applicable, to satisfy the consideration issuable to such Empire Voting Shareholders; and (iii) certificates formerly representing Empire Common Shares which are held by such Empire Voting Shareholders shall cease to represent any claim upon or interest in Empire other than the right of the registered holder to receive the number of Resulting Issuer Shares to which it is entitled hereunder, all in accordance with the provisions of the Amalgamation Agreement.

(ii) As soon as reasonably practicable after the Effective Date, the Depositary will forward to, or hold for pick-up by, each former Empire Shareholder that submitted a duly completed Letter of Transmittal or DRS Statements or other evidence of entitlement to the Depositary, together with the certificate (if any) representing the Empire Common Shares held by such Empire Shareholder or such other evidence of ownership of such Empire Common Shares as is satisfactory to the Depositary, acting reasonably, (i) the certificates or DRS Statements representing the Resulting Issuer Shares to which such Empire Shareholder is entitled, in accordance with its Letter of Transmittal, or (ii) confirmation of a non-certificated electronic position transfer in CDS representing the Resulting Issuer Shares to which such Empire Shareholder is entitled, in accordance with its Letter of Transmittal, all in accordance with the provisions of the Amalgamation Agreement.

(iii) The Resulting Issuer, as the registered holder of the Subco Shares, shall be deemed to be the registered holder of the Amalco Shares to which it is entitled hereunder and the Resulting Issuer shall be entitled to receive a share certificate representing the number of Amalco Shares to which it is entitled hereunder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by the Resulting Issuer will be evidence of the Resulting Issuer's right to be registered as a shareholder of Amalco. Share certificates evidencing Subco Shares shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number Amalco Shares to which it is entitled pursuant to the terms hereof and the Amalgamation.

2.3 Board of Directors and Senior Officers

Each of the Parties hereby agrees that upon completion of the Business Combination and giving effect to the Empire Director Appointments, and subject to approval by the TSXV, the board of directors and senior officers of the Resulting Issuer shall consist of the following:

Name	Title
Sven Tjelta	Chief Executive Officer and Director
Steve Bjornson	Chief Financial Officer and Director
Khalid Karmali	Corporate Secretary and Director
Dale Bellavance	Independent Director
Frederick Jung	Independent Director
Minaz Lalani	Independent Director

Karim Lalani	Independent Director

2.4 Bridge Loan

(a) Subject to regulatory approval, Eureka will provide Empire with a secured bridge loan of $250,000 (the "**Bridge Loan**"), on terms to be set out in a definitive loan agreement and ancillary documentation (collectively, the "**Loan Documentation**") to be negotiated and entered into between Eureka and Empire, each acting reasonably.

(b) The Bridge Loan shall be secured against all present and after-acquired property of Empire, and such security interest shall, unless otherwise agreed to by Eureka, be a first priority interest senior to any other secured obligation of Empire. Empire agrees to use commercially reasonable efforts to obtain any necessary approvals or consents from existing secured creditors to accommodate the Bridge Loan as set out herein.

(c) The Bridge Loan will mature on the date that is the earlier of (i) six (6) months from the date of the Loan Documentation and (ii) Closing. The Bridge Loan will bear interest at a rate of Prime Rate plus two percent (2%), subject to such other terms and conditions as will be set out in the Loan Documentation.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Disclosure Schedule

Each exception to the representations and warranties that is set out in the Disclosure Schedule is identified by reference to one or more specific individual Sections of this Agreement and is only effective to create an exception to each specific individual Section listed. Any statement in this Agreement that is not expressly qualified by a reference to an exception in the Disclosure Schedule will prevail, despite anything to the contrary that is disclosed in the Disclosure Schedule. The exceptions to representations and warranties set out in the Disclosure Schedule are intended only to qualify and limit the representations and warranties of Empire, and will not be construed to expand in any way the scope or effect of any of those representations and warranties, and will not be construed to constitute a new representation, warranty or covenant of Empire. The disclosure of any matter in the Disclosure Schedule will not be construed as an admission or indication that the matter is material or that the matter is necessarily required to be disclosed in order for any representation or warranty in this Agreement to be true and correct, and will not be construed as an admission of any obligation or liability to any third party. No disclosure in the Disclosure Schedule relating to any possible breach or violation of any contract or Law will be construed as an admission or indication that any breach or violation exists or has actually occurred.

3.2 Representations and Warranties of Empire

Empire hereby represents and warrants to Eureka, and acknowledges that Eureka is relying upon such representations and warranties in connection with the entering into of this Agreement, as follows:

(a) Empire has been duly incorporated and is validly existing under the laws of Canada and is current and up-to-date with all filings required to be made by it in such jurisdiction;

(b) Empire has no Subsidiaries;

(c) Empire has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;

(d) the authorized capital of Empire consist of an unlimited number of Empire Common Shares, of which, at the date hereof, there are 22,405,290 Empire Common Shares issued and outstanding on a fully-diluted basis; except for such Empire Common Shares, Empire has no other securities issued and outstanding at the date hereof;

(e) Empire is not a party to nor has it granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Empire Common Shares or securities convertible into Empire Common Shares, other than for the Empire Common Shares currently issued and outstanding;

(f) Empire is not a reporting issuer or an associate of any reporting issuer (as defined in the *Securities Act* (Alberta) or the *Securities Act* of any other province of Canada) and none of the Empire Common Shares trade on any exchange;

(g) Empire has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by Empire, and to own its assets, and is in compliance in all material respects with such certificates, authorities, permits or licenses. Empire has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Empire on a consolidated basis;

(h) Empire is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material property or assets thereof free of all Encumbrances, other than those reflected or reserved against it in the Empire Financial Statements;

(i) there is no requirement to obtain any consent, approval or waiver of a party under any Material Contract in order to complete the transactions contemplated by this Agreement;

(j) the entering into and the performance by Empire of the Business Combination contemplated in the Documents: (a) do not require any consent, approval, authorization or order of any court or governmental agency, body or Governmental Authority, except that which may be required under applicable corporate and securities legislation and the policies of the TSXV; (b) will not contravene any statute or regulation of any Governmental Authority which is binding on Empire where such contravention would have a Material Adverse Effect; and (c) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Empire or any mortgage, note, indenture, contract or agreement instrument, lease or other document to which Empire is a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;

(k) there is no action, suit, litigation, arbitration, investigation, inquiry or other proceeding in progress, or, to the best of Empire's knowledge, pending or threatened against or relating to Empire or its material assets and there is no circumstance, matter or thing known to Empire which might give rise to any such proceeding or to any governmental investigation relative to Empire and there is not outstanding against Empire or in respect of its material assets, any judgment, decree, injunction, rule or order of any court, government department, commission, agency or arbitrator that would have a Material Adverse Effect;

(l) the audited financial statements of Empire for the years ended September 30, 2022 and 2023 (the "**Empire Audited Statements**") and the notes thereto, and the unaudited financial statements of Empire for the six month period ended March 31, 2023 and the notes thereto (the "**Empire Unaudited Statements**", and together with the Empire Audited Statements the "**Empire Financial Statements**") present fairly, in all material respects, the financial position of Empire as at such date, and do not omit to state any material fact that is required by applicable Laws to be stated or reflected therein or which is necessary to make the statements contained therein not misleading. Empire further represents that these statements will are true and correct as at the dates thereof and (i) in the case of the Empire Audited Statements, were prepared in accordance with IFRS and (ii) in the case of the Empire Unaudited Statements, were prepared in a manner consistent with the past practice of Empire;

(m) except as disclosed in the Empire Financial Statements, there are no plans for retirements, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation incentive or otherwise contributed to or required to be contributed to, by Empire for the benefit of any current or former director, officer, employee or consultant of Empire;

(n) Empire and its Subsidiaries have assets in Canada with an aggregate value of less than \$93 million, and the annual gross revenues from sales in or from Canada generated from those assets is less than \$93 million, in each case as determined in accordance with the Competition Act;

(o) Empire maintains insurance against loss or damage in respect of its assets, business and operations, with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses;

(p) Empire does not have any agreements in place with any of its officers, directors, employees or contractors that will trigger change of control and/or acceleration provision payouts in connection with the closing of the transactions contemplated herein;

(q) Empire is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of Empire;

(r) Empire owns and possesses adequate enforceable rights to use all trademarks, patents, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the best of Empire's knowledge, after due inquiry, Empire is not infringing upon the rights of any other person with respect to any such trademarks, patents, copyrights or trade secrets and, no person has infringed any such trademark, patents, copyrights or trade secrets;

(s) except as set out in Section 3.2(s) of the Disclosure Schedule, there are no material liabilities of Empire whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Empire Financial Statements except for those incurred in the ordinary course of business as of the date hereof;

(t) all taxes (including income taxes, capital tax, payroll taxes, employer health taxes, workers' compensation payments, property taxes, sales, use, goods and services taxes, value-added taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**"**)** due and payable by Empire have been paid or provision made therefor in the Empire Financial Statements except where the failure to pay such Taxes would not result in a Material Adverse Effect for Empire. All tax returns, declarations, remittances and filings required to be filed by Empire have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the Knowledge of Empire, no examination of any tax return of Empire is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by Empire. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Empire;

(u) no claims have ever been made by any Governmental Authority that Empire or any of its Subsidiary is or may be subject to Tax in a jurisdiction where Empire and its Subsidiaries do not file tax returns. To the Knowledge of Empire, there is no basis for a claim that any of Empire or its Subsidiaries is subject to Tax in a jurisdiction in which it does not file tax returns;

(v) All Taxes required to be deducted, withheld or remitted by each of Empire and its Subsidiaries under any applicable Tax Law from amounts paid or credited by it to or for the account or benefit of any Person, including Taxes on payments to any of its present or former employees, officers or directors and Taxes on payments to any Person who is a non-resident of Canada, have been properly deducted, withheld and remitted on a timely basis to the appropriate Governmental Authorities;

(w) there is no person, firm or company acting or purporting to act at the request of Empire who is or will be entitled to any brokerage or finder's fee in connection with the transactions contemplated herein, except in connection with the Financing;

(x) Empire has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation, and Empire has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the licenses, leases or other instruments conferring rights to Empire for the conduct of their business;

(y) to the Knowledge of Empire, after due inquiry, all activities of Empire have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws;

(z) to the Knowledge of Empire, any and all material agreements pursuant to which Empire holds any of its material assets are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, Empire isn't in default of any of the material provisions of any such agreements including, without limitation, failure to fulfil any payment or work obligation thereunder nor has any such default been alleged, Empire is not aware of any material disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, all leases, licenses and concessions pursuant to which Empire derives its interests in such material assets are in good standing and there has been no material default under any such leases, licenses and concessions and all real or other property taxes required to be paid with respect to such assets to the date hereof have been paid;

(aa) except as disclosed in the Empire Financial Statements, Empire does not have any loan or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada));

(bb) to the Knowledge of Empire, there are no outstanding labour disputes, (whether filed or lodged with Empire or any other person or organization), pending labour disruptions or pending unionization with respect to Empire;

(cc) Empire is not bound by or a party to any collective bargaining agreement;

(dd) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Empire is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of Empire or the payment of dividends by Empire to the holders of their securities;

(ee) except as disclosed in the Empire Financial Statements, Empire is not a party to any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money ("**Debt Instrument**") or any agreement contract or commitment to create, assume or issue any Debt Instrument;

(ff) Empire is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Empire to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Empire or which would prohibit or restrict Empire from entering into and completing the Business Combination;

(gg) Empire is not a party to any agreement, nor is Empire aware of any agreement, which in any manner affects the voting control of any of the Empire Common Shares or other securities of Empire;

(hh) Empire is not aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Empire or the legal environment under which Empire operates;

(ii) no representation, warranty or statement of Empire in this Agreement contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading; and

(jj) the corporate records and minute books of Empire contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since their respective dates of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.

3.3 Representations and Warranties of Eureka

Eureka hereby represents and warrants to Empire, and acknowledges that Empire is relying upon these representations and warranties in connection with the entering into of this Agreement, as follows:

(a) Eureka has been duly incorporated and is validly existing under the laws of the Province of Alberta and is current and up-to-date with all filings required to be made by it in such jurisdiction;

(b) Eureka has full corporate power, capacity and authority to undertake all steps of the Business Combination contemplated in the Documents and to carry out its obligations under this Agreement;

(c) the authorized capital of Eureka consists of an unlimited number of Eureka Shares, of which 9,700,000 Eureka Shares are currently issued and outstanding, on a non-diluted basis; except for such Eureka Shares, the Eureka Options and the Eureka Agent Options, Eureka has no other securities outstanding nor is it a party to or has granted any agreement, warrant, option or right or privilege capable of becoming an agreement, for the purchase, subscription or issuance of any Eureka Shares or securities convertible into or exchangeable for Eureka Shares;

(d) on the Effective Date, the Resulting Issuer Shares will be duly and validly issued and outstanding as fully paid and non-assessable;

(e) since December 31, 2023, Eureka has not entered into any contract in respect of its business or assets, other than in the ordinary course of business, and has continued to carry on its business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and without limitation but subject to the above exceptions, has maintained payables and other liabilities at levels consistent with past practice, not engaged or committed to engage in any extraordinary material transactions and has not made or committed to make distributions, dividends or special bonuses;

(f) Eureka is a reporting issuer, or the equivalent thereof, in the provinces of Alberta, British Columbia and Ontario (collectively, the "**Reporting Jurisdictions**") and is not currently in default of any requirement of the applicable laws of each of the Reporting Jurisdictions and other regulatory instruments of the Securities Authorities in such provinces;

(g) Eureka is in compliance in all material respects with all its disclosure obligations under applicable Laws and all documents filed by Eureka pursuant to such obligations are in compliance in all material respects with applicable Laws and, other than in respect of documents that have been amended or refiled 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;

(h) Eureka has no associates (as defined in the *Securities Act* (Alberta)) and is not a partner, cotenant, joint venturer or otherwise a participant in any partnership, joint venture, co-tenancy or other similarly joint owned business;

(i) Eureka has all requisite corporate capacity, power and authority, and possesses all material certificates, authority, permits and licenses issued by the appropriate state, provincial, municipal or federal regulatory agencies or bodies necessary to conduct the business as now conducted by it and to own its assets and is in compliance in all material respects with such certificates, authorities, permits or licenses. Eureka has not received any notice of proceedings relating to the revocation or modification of any such certificate, authority, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, finding or ruling, would materially and adversely affect the conduct of the business, operations, financial condition, income or future prospects of Eureka;

(j) each of the Documents has been, or at the Effective Time will be, duly authorized and, with respect to this Agreement, executed and delivered by Eureka and constitutes a valid and binding obligation of Eureka enforceable in accordance with its terms (subject to such limitations and prohibitions as may exist or may be enacted in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding-up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and/or interests of creditors generally) and no other corporate proceeding on the part of Eureka, other than the approval of the matters for which shareholder approval is to be sought at the Eureka Meeting in accordance with this Agreement, is necessary to authorize this Agreement and the transactions contemplated hereby;

(k) the entering into and the performance by Eureka and Subco of the transactions contemplated in the Documents:

(i) do not require any consent, approval, authorization or order of any court or governmental agency or body, except that which may be required under applicable corporate and securities legislation and the policies of the TSXV;

(ii) will not contravene any statute or regulation of any governmental authority which is binding on Eureka or Subco where such contravention would have a Material Adverse Effect; and

(iii) will not result in the breach of, or be in conflict with, or constitute a default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a default under any term or provision of the constating documents, by-laws or resolutions of Eureka or Subco or any mortgage, note, indenture, contract or agreement, instrument, lease or other document to which Eureka or Subco is or will be a party, or any judgment, decree or order or any term or provision thereof, which breach, conflict or default would have a Material Adverse Effect;

(l) there are no legal or governmental proceedings pending or, to the Knowledge of Eureka, contemplated or threatened, to which Eureka is a party or to which the property of Eureka is subject;

(m) the audited financial statements of Eureka as at December 31, 2023 and the interim financial statements for the three (3) month period ended March 31, 2024 (together the "**Eureka Financial Statements**") filed with the Alberta Securities Commission, the British Columbia Securities Commission and the Ontario Securities Commission (collectively, the "**Commissions**"), as applicable, fairly present, in accordance with IFRS, consistently applied, the financial position of Eureka at the date thereof and the results of the operations of Eureka for the periods then ended reflect all assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Eureka from the position set forth in the Eureka Financial Statements, and since that date there have been no material facts, transactions, events or occurrences which could materially affect the capital, assets, liabilities (absolute, accrued, contingent or otherwise), business, operations or condition (financial or otherwise) or results of the operations of Eureka;

(n) other than the temporary suspension over trading of Eureka Shares issued on August 22, 2024, no securities commission or similar regulatory authority or the TSXV has issued any order which is currently outstanding, preventing or suspending filing or trading of any securities of Eureka, and no such proceeding is, to the Knowledge of Eureka, pending, threatened or contemplated. The information and statements set forth in the public record filed with the Commissions are true, correct and complete, and do not contain any misrepresentation as of the date of such information or statement, and no material adverse changes have occurred in relation to Eureka which are not disclosed in the public record filed with the Commissions, and Eureka has not filed any confidential material change reports which are still maintained on a confidential basis;

(o) Eureka has no outstanding material liability, whether direct, indirect, absolute or contingent or otherwise, which is not reflected in the Eureka Financial Statements;

(p) except as disclosed to Empire in writing and as will be disclosed in the Filing Statement, Eureka has not entered into any material contract as of the date hereof;

(q) except as disclosed in the Eureka Financial Statements, Eureka has not engaged in any transaction with any non-arm's length person;

(r) all Taxes due and payable by Eureka have been paid or provision made therefor in the financial statements of Eureka except for where the failure to pay such Taxes would not result in a Material Adverse Effect for Eureka. All tax returns, declarations, remittances and filings required to be filed by Eureka have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the Knowledge of Eureka, no examination of any tax return of Eureka is currently in progress and there are no issues or disputes outstanding with any governmental authority respecting any Taxes that have been paid, or may be payable, by Eureka. There are no agreements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Eureka;

(s) there is no person, firm or company acting or purporting to act at the request of Eureka who is entitled to any brokerage or finder's fee in connection with the transactions contemplated in the Documents;

(t) Eureka has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business and with all Laws material to its operation and Eureka has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any concessions, licenses, leases or other instruments conferring rights to Eureka;

(u) other than any non-compliance which would not result in a Material Adverse Effect in respect of Eureka, to the Knowledge of Eureka, after due inquiry all activities of Eureka have been, up to and including the date hereof, conducted in compliance, in all material respects, with any and all applicable Laws;

(v) Eureka is not bound by or a party to any employment contracts. No current or former director, officer, shareholder, employee or independent contractor of Eureka or any person not dealing at arm's length within the meaning of the *Income Tax Act* (Canada) with any such person is indebted to Eureka;

(w) since the date of its incorporation Eureka has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on Eureka Shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any Eureka Shares or securities or agreed to do any of the foregoing;

(x) there is not, in the constating documents or in any agreement, mortgage, note, debenture, indenture or other instrument or document to which Eureka is a party any restriction upon or impediment to, the declaration or payment of dividends by the directors of Eureka or the payment of dividends by Eureka to the holders of its securities;

(y) Eureka is not a party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument;

(z) except to the extent that Eureka must comply with the policies of the TSXV, Eureka is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Eureka to compete in any line of business, or to transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of Eureka or which would prohibit or restrict Eureka from entering into and completing the Business Combination;

(aa) Eureka is not a party to any agreement nor is Eureka aware of any agreement, which in any manner affects the voting control of any of the securities of Eureka;

(bb) Eureka is not aware of any pending or contemplated change to any applicable Law or governmental position that would materially affect the business of Eureka;

(cc) there are no actions, suits or proceedings, whether or not purportedly on behalf of Eureka, outstanding or, to the best of the management of Eureka's knowledge, pending or threatened by or against Eureka at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, bureau, agency or arbitrator that would have a Material Adverse Effect on Eureka;

(dd) the corporate records and minute books of Eureka contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(ee) no representation, warranty or statement of Eureka or Subco in the Documents contains or will contain at the Effective Time any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements contained herein or therein, in light of the circumstances under which made, not misleading; and

(ff) Eureka does not maintain any insurance.

3.4 Survival

For greater certainty, the representations and warranties of each of Empire and Eureka contained herein shall survive the execution and delivery of this Agreement and shall terminate and be extinguished on the earlier of the termination of this Agreement in accordance with its terms and the Effective Time.

ARTICLE 4
CONDUCT OF BUSINESS

4.1 Conduct of Business by the Parties

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, each of the Parties covenants and agrees that, during the period from the date hereof until the earlier of either the Effective Date or the time that this Agreement is terminated by its terms, unless each of the other Parties shall otherwise agree in writing:

(a) it shall, and shall cause its Subsidiaries (as applicable) to conduct business in, and not take any action except in, the usual and ordinary course of business, with the exception of reasonable costs incurred in connection with the Business Combination, and it shall and shall cause its Subsidiaries (as applicable) to use all commercially reasonable efforts to maintain and preserve its business organization, assets, employees and advantageous business relationships and it shall not, and shall cause its Subsidiaries (as applicable) to not, without the prior written consent of the other Parties, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and without limitation but subject to the foregoing, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any extraordinary material transactions and shall not make or commit to make distributions, dividends or special bonuses, without the prior written consent of the other Parties; and

(b) other than as contemplated by this Agreement or in connection with the Financing (as applicable), it shall not directly or indirectly do or permit to occur any of the following:

(i) alter or amend its Governing Documents;

(ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its shares owned by any Person other than inter-corporate loans and advances;

(iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire shares other than, in the case of Eureka, in connection with the Financing;

(iv) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;

(v) redeem, purchase or otherwise acquire any of its outstanding shares or other securities including, without limitation, under an issuer bid;

(vi) split, combine or reclassify any of its shares;

(vii) incur or commit to incur any indebtedness for borrowed money or issue any debt securities, other than in the ordinary course of business consistent with past practice, in the case of Empire;

(viii) engage in any business enterprise or other activity different from that carried on as of the date hereof;

(ix) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of itself or any of its Subsidiaries (as applicable); or

(x) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above and in the ordinary course of business consistent with past practice.

4.2 Conduct of Business by Empire

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, Empire covenants and agrees that, during the period from the date hereof until the earlier of either the Effective Date or the time that this Agreement is terminated by its terms, unless Eureka shall otherwise agree in writing:

(a) other than as contemplated by this Agreement or in connection with the Financing, it shall not directly or indirectly do or permit to occur any of the following:

(i) issue or modify any equity or debt securities or rights to acquire securities; or

(ii) enter into or modify any employment, severance, collective bargaining or similar agreements, policies or arrangements with, or grant any bonuses, salary increases, severance or termination pay to, any of its employees, officers or directors, other than pursuant to agreements in effect (without amendment) on the date hereof or in the ordinary course of business.

4.3 Conduct of Business by Eureka

Except as required by Law or is otherwise expressly permitted or specifically contemplated by this Agreement, Eureka covenants and agrees that, during the period from the date hereof until the earlier of either the Effective Date or the time that this Agreement is terminated by its terms, unless Empire shall otherwise agree in writing:

(a) other than as contemplated by this Agreement or in connection with the Financing, it shall not directly or indirectly do or permit to occur any of the following:

(i) issue or modify any securities or rights to acquire securities, other than pursuant to the exercise of the Eureka Options;

(ii) undertake any business, other than in connection with the completion of the transactions contemplated herein and the entering into of this Agreement;

(iii) acquire, directly or indirectly, any assets, including but not limited to securities of other companies; or

(iv) approve, authorize or implement any change to the business, financial condition or management of Eureka.

ARTICLE 5
COVENANTS

5.1 Waiver of Notice of Subco Shareholder Meeting and Resolution in Lieu of Meeting by Eureka

Eureka, as sole shareholder of Subco, shall waive notice of and its attendance at a meeting of the shareholders of Subco to approve the Amalgamation and shall sign a resolution in writing of the sole shareholder of Subco approving the Amalgamation.

5.2 Representations and Warranties

(a) Empire covenants and agrees that, from the date hereof until the termination of this Agreement, it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in section 3.1 hereof being untrue in any material respect.

(b) Eureka covenants and agrees that, from the date hereof until the termination of this Agreement, it shall not take any action, or fail to take any action, which would or may reasonably be expected to result in the representations and warranties set out in section 3.3 hereof being untrue in any material respect.

5.3 Notice of Material Change

(a) From the date hereof until the termination of this Agreement, each Party shall promptly notify the other Party in writing of:

(i) any material change (actual, anticipated, contemplated or, to the knowledge of such Party or any of its Subsidiaries (as applicable), threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of such Party and its Subsidiaries (as applicable), taken as whole;

(ii) any change in the facts relating to any representation or warranty set out in sections 3.1 or 3.3 hereof, as applicable, which change is or may be of such a nature as to render any such representation or warranty misleading or untrue in a material respect; or

(iii) any material fact which arises and which would have been required to be stated herein had the fact arisen on or prior to the date of herof.

(b) Each of the Parties shall in good faith discuss with the other any change in circumstances (actual, anticipated, contemplated or, to its knowledge of its or any of its Subsidiaries (as applicable), threatened, financial or otherwise) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other pursuant to this Section.

5.4 Non-Solicitation

(a) None of the Parties shall solicit any offers to purchase its shares or assets and neither of Eureka nor Empire will initiate or encourage any discussions or negotiations with any third party with respect to such a transaction or amalgamation, merger, take-over, plan of arrangement or similar transaction during the period commencing on the date hereof and ending on the termination of this Agreement (excluding, for greater certainty, any solicitations by Empire or Eureka of offers to purchase Subscription Receipts under the Financing). The Parties shall immediately cease and cause to be terminated any existing discussions or negotiations with any third party related to any of the foregoing. In the event any of the Parties is approached in respect of any such transaction, it shall immediately notify the other.

(b) Notwithstanding the foregoing, Empire shall not be prevented from soliciting equity or debt investment, or issuing any securities, warranties or convertible obligations of any nature for the purchase of any class of shares in the capital of Empire, provided that it does not enter into or become bound by any contract or arrangement in respect thereof without having first obtained the prior written consent of Eureka.

5.5 Access for Investigation

Empire will permit Eureka, through its authorized representatives, until the Diligence Deadline, to have reasonable access during normal business hours to senior management of Empire, Empire's books and records, operating data and other information with respect to Empire and its business as Eureka reasonably requests to enable Eureka to confirm the accuracy of the matters represented and warranted in Section 3.2 as they relate to material contracts, Debt Instruments and employment matters (the "**Due Diligence**"). Eureka will have until the end of September 4, 2024 (the "**Due Diligence Deadline**") to provide Empire with Eureka's written approval of Empire's satisfaction of its Due Diligence (the "**Due Diligence Approval**"). If Empire has not received the Due Diligence Approval by the Due Diligence Deadline, then Empire shall have the right to immediately terminate this Agreement and the transaction contemplate under this Agreement by written notice to Eureka.

5.6 Other Covenants

Each of the Parties covenants and agrees that it shall:

(a) use all commercially reasonable efforts to consummate the Business Combination and all matters described in the Filing Statement, subject only to the terms and conditions hereof and thereof;

(b) use all commercially reasonable efforts to obtain all appropriate Regulatory Approvals;

(c) not, other than in connection with the Business Combination, split, consolidate or reclassify any of its outstanding securities, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding securities; and

(d) not, other than in connection with the Business Combination, reorganize, amalgamate or merge with any other person, nor acquire by amalgamating, merging or consolidating with, purchasing a majority of the voting securities or substantially all of the assets of or otherwise, any business or Person which acquisition or other transaction would reasonably be expected to prevent or materially delay the Business Combination contemplated hereby.

5.7 Post-Closing Covenants

(a) Notwithstanding anything to the contrary herein, if after the Effective Time Empire, Amalco or the Resulting Issuer is found liable for any amounts (such amounts collectively being "**SBVCA Liability**") owed under the SBVCA to the government of the Province of British Columbia, administrator or any other Person involved in the administration or enforcement of the SBVCA, then the Resulting Issuer shall, within 30 days of receipt of notice of such SBVCA Liability ("**SBVCA Liability Notice Date**"), issue to all Pre-Closing Eureka Shareholders their pro rata share of such number of Resulting Issuer Shares as equals the SBVCA Liability divided by the Resulting Issuer VWAP.

(b) If, after the Effective Time but prior to a SBVCA Liability Notice Date and overlapping with the period used to determine Resulting Issuer VWAP, the Resulting Issuer:

(i) subdivides the Resulting Issuer Shares into a greater number of shares of the Resulting Issuer;

(ii) consolidates the Resulting Issuer Shares into a lesser number of shares of the Resulting Issuer; or

(iii) fixes a record date to issue (or issues) Resulting Issuer Shares or securities convertible into or exchangeable for Resulting Issuer Shares to the holders of all or substantially all of the Resulting Issuer Shares by way of a stock dividend or other distribution on the Resulting Issuer Shares (in each case if the transaction under this Section 5.7(b)(iii) has (or may reasonably be expected to have), for all practical purposes, an identical impact on the aggregate market value of the Resulting Issuer Shares as a share split),

(the subdivision, consolidation or issuance, a "Share Adjustment"), then the Resulting Issuer VWAP will be calculated in a manner so as to take into account such Share Adjustment for the purposes of ensuring Resulting Issuer Shares reflect the post-Share Adjustment market trading price of Resulting Issuer Shares.

(c) After the Effective Date, the Resulting Issuer will use commercially reasonable efforts to explore additional sources of funding for gross proceeds of $2,000,000.00.

ARTICLE 6
MUTUAL COVENANTS

6.1 Other Filings

The Parties shall, as promptly as practicable hereafter, prepare and file all filings required under any securities Laws, the rules of the TSXV or any other applicable Laws relating to the Business Combination contemplated hereby.

6.2 Additional Agreements

Subject to the terms and conditions of this Agreement and subject to fiduciary obligations under applicable Laws, each of the Parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the Business Combination contemplated by this Agreement and to cooperate with each other in connection with the foregoing, including using commercially reasonable efforts:

(a) to obtain all necessary waivers, consents and approvals from other Parties to material agreements, leases and other contracts or agreements;

(b) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the Business Combination contemplated hereby;

(c) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the Parties to consummate the Business Combination contemplated hereby;

(d) to effect all necessary registrations and other filings and submissions of information requested by the TSXV;

(e) to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities; and

(f) to fulfill all conditions and satisfy all provisions of this Agreement.

For purposes of the foregoing, the obligation to use "**commercially reasonable efforts**" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other Parties.

ARTICLE 7
CONDITIONS AND CLOSING MATTERS

7.1 Mutual Conditions Precedent

The respective obligations of the Parties hereto to complete each step of the Business Combination contemplated by this Agreement shall be subject to the satisfaction, on or before the Effective Date, of the following conditions precedent, each of which may be waived only by the mutual consent of the Parties:

(a) the Parties shall have received all necessary regulatory, court and third-party consents, orders (if any, both interim and final), approvals and authorizations as may be required, in respect of the Business Combination and the Financing, including, but without limitation, approvals of the TSXV and commission(s), all such consents and approvals to be on terms and conditions acceptable to both Parties;

(b) the Resulting Issuer, upon completion of the Business Combination, shall meet the minimum original listing requirements of the TSXV and the Business Combination, including the issuance of the Resulting Issuer Shares pursuant thereto, shall have been approved and accepted as Eureka's "Qualifying Transaction" in accordance with Policy 2.4 of the TSXV;

(c) the transactions contemplated herein being effective on or before the date that is 120 calendar days from the execution of this Agreement;

(d) there shall not be in force any order or decree restraining or enjoining the consummation of the Business Combination;

(e) Eureka shall have completed the Eureka Name Change and the Continuance;

(f) this Agreement shall not have been terminated pursuant to Article 8;

(g) all Regulatory Approvals and corporate approvals shall have been obtained;

(h) each Party shall not have entered into any transaction or contract which would have a material effect on the financial and operational condition, or the assets of each Party, excluding those transactions or contracts undertaken in the ordinary course of business, without first discussing and obtaining the approval of the other Party;

(i) there shall have been no Material Breach by either of the Parties of the terms and conditions of this Agreement;

(j) the requisite approval of the shareholders of Empire of the Amalgamation shall have been obtained;

(k) the requisite approval of the shareholders of Eureka of the Continuance, the Eureka Name Change, the Empire Director Appointments, the appointment of an auditor and the Eureka Equity Compensation Plans shall have been obtained; and

(l) the Financing shall have been completed.

If any of the above conditions shall not have been complied with or waived by the Parties on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then a Party may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by the Party terminating the Agreement. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by a Party of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, such defaulting Party shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own non-compliance with its obligations under this Agreement.

7.2 Additional Conditions Precedent to the Obligations of Empire

The obligations of Empire to complete the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Empire and may be waived by Empire and any one or more of which, if not satisfied or waived, will relieve Empire of any obligation under this Agreement):

(a) on or prior to the Effective Date, and effective upon completion of the Amalgamation, each of the directors and officers of Eureka as are identified by Empire shall have tendered their resignations and provided mutual releases in a form acceptable to Empire and the board of directors of Eureka, subject to the approval of the TSXV, shall have been reconstituted, and the officers shall have been appointed, as set forth in section 2.3 hereof;

(b) no Material Adverse Change with respect to Eureka shall have occurred between the date hereof and the Effective Date;

(c) Eureka shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Eureka contained in this Agreement shall have been true and correct in all material respects as of the date hereof and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party shall have had three days to cure such misrepresentation, breach or non-performance), and the CEO of Eureka or another officer satisfactory to Empire shall so certify immediately prior to the Effective Date;

(d) Empire will have received, on or before the Due Diligence Deadline, the Due Diligence Approval;

(e) the Eureka board of directors, and the Subco board of directors as necessary, shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Eureka to permit the consummation of the Business Combination and the transactions contemplated therewith; and

(f) Empire shall have received from counsel to Eureka favourable legal opinions concerning such matters with respect to the Business Combination as are customary in similar transactions and as Empire and its counsel may reasonably request.

If any of the above conditions shall not have been complied with or waived by Empire on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in section 7.2(c) hereof, Empire may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Empire. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Empire of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, Empire shall not rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

7.3 Additional Conditions Precedent to the Obligations of Eureka

The obligations of Eureka to complete each step of the Business Combination contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Eureka and may be waived by Eureka and any one or more of which, if not satisfied or waived, will relieve Eureka of any obligation under this Agreement):

(a) Eureka will have provided to Empire the Due Diligence Approval on or before the Due Diligence Deadline;

(b) no Material Adverse Change with respect to Empire shall have occurred between the date hereof and the Effective Date;

(c) Empire shall not have breached, or failed to comply with, in any material respect, any of its covenants or other obligations under this Agreement, and all representations and warranties of Empire contained in this Agreement shall have been true and correct in all material respects as of the date hereof and shall not have ceased to be true and correct in any material respect thereafter (provided, however, that if the breaching Party has been given written notice by the other Party specifying in reasonable detail any such misrepresentation, breach or non-performance, the breaching Party shall have had three days to cure such misrepresentation, breach or nonperformance), and the Chief Executive Officer of Empire or another officer satisfactory to Eureka shall so certify immediately prior to the Effective Date;

(d) the board and the shareholders of Empire shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Empire, including the holding of the Empire Meeting, to permit the consummation of the Amalgamation, the Business Combination and the transactions contemplated therewith;

(e) Empire shall have received all consents, approvals or waivers for the transactions contemplated herein, as required, from all counterparties to the Material Contracts;

(f) Empire shall have used commercially reasonable efforts, in the opinion of Eureka acting reasonably, to obtain the SBVCA Voluntary Escrow Agreements from the Subject Shareholders and the Resulting Issuer Shares issued to all Subject Shareholders shall have a restrictive legend acceptable to Eureka, acting reasonably;

(g) each of the individuals who shall comprise the board of directors of the Resulting Issuer shall have received director and/or officer indemnity agreements, signed by the Resulting Issuer and in a form satisfactory to Eureka, acting reasonably, and director and officer liability insurance with such coverage and quantum as is satisfactory to Eureka, acting reasonably;

(h) the number of Empire Common Shares in respect of which Empire Shareholders dissented in connection with the resolutions authorizing the Amalgamation shall not exceed 5% of the number of issued and outstanding Empire Common Shares; and

(i) Eureka shall have received from counsel to Empire favourable legal opinions concerning such matters with respect to the Business Combination as are customary in similar transactions and as Eureka and its counsel may reasonably request.

If any of the above conditions shall not have been complied with or waived by Eureka on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to the cure provision provided for in section 7.3(c) hereof, Eureka may terminate this Agreement in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Eureka or Subco. In the event that the failure to satisfy any one or more of the above conditions precedent results from a material default by Eureka or Subco of its obligations under this Agreement and if such condition(s) precedent would have been satisfied but for such default, neither Party shall rely on such failure (to satisfy one or more of the above conditions) as a basis for its own noncompliance with its obligations under this Agreement.

7.4 Merger of Conditions

The conditions set out in sections 7.1, 7.2 and 7.3 hereof shall be conclusively deemed to have been satisfied, waived or released by the Parties on the filing of the Articles of Amalgamation with the Registrar and such other documents as are required to be filed under the CBCA for acceptance by the Registrar to give effect to the Amalgamation.

7.5 Closing Matters

The completion of the transactions contemplated under this Agreement shall be effected via electronic exchange or at the offices of Eureka's counsel, Gowling WLG (Canada) LLP, at 10:00 a.m. (Calgary time) on the Effective Date.

ARTICLE 8
TERMINATION, AMENDMENT AND DISSENTING SHAREHOLDERS

8.1 Termination

This Agreement may be terminated by written notice promptly given to the other Party hereto, at any time prior to the Effective Date:

(a) by mutual agreement in writing by the Parties;

(b) by Eureka on or prior to the Due Diligence Deadline, if it is not satisfied with the results of its Due Diligence in its sole and absolute discretion; or

(c) as set forth in sections 7.1, 7.2 and 7.3 of this Agreement.

8.2 Effect of Termination

In the event of the termination of this Agreement as provided in section 8.1 hereof, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Eureka or Empire hereunder except as set forth in section 8.3 hereof and this section 8.2, which provisions shall survive the termination of this Agreement. Nothing herein shall relieve any Party from liability for any breach of this Agreement.

8.3 Fees and Expenses

Each of Empire and Eureka shall pay its own costs and expenses (including all legal, accounting and financial advisory fees and expenses) incurred in connection with the completion of the Business Combination, including without limitation, expenses related to the preparation, execution and delivery of all agreements including, without limitation, this Agreement and other documents referenced herein, (and for greater certainty), Eureka shall be responsible for paying all costs and fees payable to the TSXV in connection with its review of the Business Combination, all listing fees incurred or to be incurred in connection with the completion of the Business Combination and all costs and fees associated with the preparation and filing of the Filing Statement or information circular, as may be required by the TSXV.

8.4 Amendment

This Agreement may, at any time on or before the Effective Date be amended by mutual agreement between the Parties hereto. This Agreement may not be amended except by an instrument in writing signed by the appropriate officers on behalf of each of the Parties hereto.

8.5 Dissenting Shareholders

On the earlier of the Effective Date, the making of an agreement between a Dissenting Shareholder and Empire for the purchase of their Dissenting Empire Common Shares or the pronouncement of a court order pursuant to the CBCA, a Dissenting Shareholder shall cease to have any rights as a Empire Shareholder other than the right to be paid the fair value of its Dissenting Empire Common Shares in the amount agreed to or as ordered by the court, as the case may be. Notwithstanding anything in this Agreement to the contrary, Dissenting Empire Common Shares which are held by a Dissenting Shareholder shall not be exchanged for post-Consolidation Eureka Shares on the Effective Date as provided in section 2.1 hereof. However, in the event that a Dissenting Shareholder fails to perfect or effectively withdraws the Dissenting Shareholder's claim under Division 2 of Part 8 of the CBCA or otherwise forfeits the Dissenting Shareholder's right to make a claim under the CBCA, the Dissenting Shareholder's Dissenting Empire Common Shares shall thereupon be deemed to have been exchanged as of the Effective Date for Resulting Issuer Shares on the basis set forth in section 2.1 hereof.

8.6 Waiver

A Party may (i) extend the time for the performance of any of the obligations or other acts of the other Party, (ii) waive compliance with any of the other Party's agreements or the fulfillment of any of its conditions contained herein or (iii) waive inaccuracies in another Party's representations or warranties contained herein or in any document delivered by the other Party hereto; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party.

ARTICLE 9
GENERAL

9.1 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by e-mail or sent by prepaid overnight courier to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

<u>if to Empire</u>:

Empire Hydrogen Energy Systems Inc.
Unit 7 - 10189 McDonald Park Road
Sidney, BC, Canada V8L 5X5

Attention: Sven Tjelta
E-mail: Sven@EmpireHydrogen.com

with a copy to:

Attention: Andrew Evans
E-mail: Andrew@EmpireHydrogen.com

and

Attention: Kim Johnson
E-mail: kjohnson@crease.com

if to Eureka or Subco:

Eureka Capital Corp.
Suite 1214, 12 Royal Vista Way NW
Calgary, Alberta, T3R 0N2, Canada

Attention: Minaz Lalani
E-mail: Minaz@besure.com

with a copy to:

Gowling WLG (Canada) LLP
Suite 1600, 421-7 Ave SW
Calgary, Alberta T2P 4K9

Attention: Frank Sur
Facsimile: (403) 298 1901
E-mail: frank.sur@gowlingwlg.com

9.2 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties hereto without the prior written consent of the other Party.

9.3 Complete Agreement

This Agreement sets forth the entire understanding between the Parties hereto and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof, including but not limited to, the Letter Agreement. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the Parties hereto with respect to the subject matter hereof.

9.4 Further Assurances

Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party 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.

9.5 Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9.6 Counterpart Execution

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.

9.7 Investigation by Parties

No investigations made by or on behalf of either Party or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant made by the other Party in or pursuant to this Agreement.

9.8 Public Announcement; Disclosure and Confidentiality

(a) Unless and until the transactions contemplated in this Agreement will have been completed, none of the Parties shall make any public announcement concerning this Agreement or the matters contemplated herein, their discussions or any other memoranda, letters or agreements between them relating to the matters contemplated herein without the prior consent of the other Parties, which consent shall not be unreasonably withheld, provided that no party shall be prevented from making any disclosure which is required to be made by law or any rules of a stock exchange or similar organization to which it is bound.

(b) All information provided to or received by the Parties shall be treated as confidential ("**Confidential Information**"). Subject to the provisions of this Section, no Confidential Information shall be published by any Party without the prior written consent of the other, but such consent in respect of the reporting of factual data shall not be unreasonably withheld. The consent required by this Section shall not apply to a disclosure to: (a) comply with any applicable laws, stock exchange rules or a regulatory authority having jurisdiction; (b) a director, officer or employee of a Party; (c) an affiliate (within the meaning of the CBCA) of a Party; (d) a consultant, contractor or subcontractor of a Party that has a bona fide need to be informed; or (e) any third party to whom the disclosing Party may assign any of its rights under this Agreement; provided, however, that in the case of subsection (e) the third party or parties, as the case may be, agree to maintain in confidence any of the Confidential Information so disclosed to them.

(c) The obligations of confidence and prohibitions against use of Confidential Information under this Agreement shall not apply to information that the disclosing Party can show by reasonable documentary evidence or otherwise: (a) as of the date hereof, was in the public domain; (b) after the date hereof, was published or otherwise became part of the public domain through no fault of the disclosing Party or an affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or (c) was information that the disclosing Party or its affiliates were required to disclose pursuant to the order of any Governmental authority or judicial authority.

(d) At the request of the disclosing Party, the recipient of the Confidential Information (the "**Recipient**") shall promptly return all documents and material provided to the Recipient or its representative, as well as all notes, summaries or copies of such material, or at a disclosing Party's direction, certified in writing that all such documents or materials were destroyed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

EMPIRE HYDROGEN ENERGY SYSTEMS INC.

Per: *(Signed*) *"Sven Tjelta"*
Sven Tjelta
Chief Executive Officer

EUREKA CAPITAL CORP.

Per: *(Signed) "Minaz Lalani"*
Minaz Lalani
Chief Executive Officer

16299440 CANADA INC.

Per: *(Signed) "Minaz Lalani"*
Minaz Lalani
Director

SCHEDULE A
AMALGAMATION AGREEMENT

(Attached)

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made as of the [●] day of [●], 2024,

AMONG:

EUREKA CAPITAL CORP.,
a corporation incorporated under the laws of the Province of Alberta
("**Eureka**");

\- and -

16299440 CANADA INC.,
a corporation incorporated under the laws of Canada

("**Subco**");

\- and -

EMPIRE HYDROGEN ENERGY SYSTEMS INC.,
a corporation incorporated under the laws of Canada
("**Empire**");

WHEREAS Empire and Eureka have agreed to combine their businesses and assets pursuant to the Business Combination Agreement;

AND WHEREAS Subco and Empire are incorporated under the CBCA and Eureka has been continued under the CBCA;

AND WHEREAS Subco is a wholly-owned subsidiary of Eureka;

AND WHEREAS the authorized capital of Empire consists of an unlimited number of Empire Shares, of which [●] Empire Shares are issued and outstanding at the date hereof as fully paid and non-assessable shares;

AND WHEREAS the authorized capital of Subco consists of an unlimited number of Subco Shares, of which 100 Subco Shares are issued and outstanding at the date hereof as fully paid and non-assessable shares, all of which are owned beneficially and of record by Eureka;

AND WHEREAS pursuant to the Amalgamation, and subject to the terms of the Business Combination Agreement, Empire and Subco shall amalgamate and continue as Amalco, which shall become a wholly-owned subsidiary of Eureka, and Eureka shall issue to each Empire Shareholder one (1) Eureka Share for each one (1) Empire Share held;

AND WHEREAS Empire, Eureka and Subco have each made disclosure to the other of their respective assets and liabilities as set out in the Business Combination Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

1. Interpretation

In this Agreement, including the recitals hereto, the following words and expressions shall have the respective meanings ascribed to them below:

"**Agreement**" means this agreement, its recitals and exhibits, as the same may be amended, modified or supplemented from time to time;

"**Amalco**" means the corporation resulting from the Amalgamation and continuing the corporate existence of the Amalgamating Corporations;

"**Amalco Shareholder**" means a registered holder of Amalco Shares, from time to time, and "**Amalco Shareholders**" means all of such holders;

"**Amalco Shares**" means the common shares in the share capital of Amalco;

"**Amalgamating Corporations**" means Empire and Subco and "**Amalgamating Corporation**" means either of them as applicable;

"**Amalgamation**" means the amalgamation of the Amalgamating Corporations pursuant to the provisions of the CBCA in the manner contemplated in and pursuant to this Agreement;

"**Articles of Amalgamation**" means the articles of amalgamation giving effect to the Amalgamation to be filed with the Director appointed under the CBCA pursuant to this Agreement, in the form annexed hereto as Exhibit "A";

"**Eureka Name Change**" means, subject to the completion of the Amalgamation, a change in the name of Eureka to " Empire Hydrogen Energy Systems Inc." or such other similar name as may be accepted by the relevant regulatory authorities and approved by the board of directors of Eureka following the Amalgamation;

"**Eureka Shares**" means the common shares in the capital of Eureka;

"**Business Combination Agreement**" means the business combination agreement dated August 22, 2024 between Empire and Eureka;

"**CBCA**" means the *Canada Business Corporations Act,* R.S.C. 1985, c. C.44, as amended;

"**CDS**" means CDS Clearing and Depositary Services Inc.;

"**Certificate of Amalgamation**" means the certificate of amalgamation to be issued by the Director in respect of the Amalgamation;

"**Depositary**" means Odyssey Trust Company at its principal office in Calgary, Alberta, which is also the transfer agent and registrar for the Eureka Shares;

"**Director**" means the Director appointed under Section 260 of the CBCA;

"**Dissenting Shareholder**" means a registered Empire Shareholder who, in connection with the special resolution of the Shareholders which approves and adopts this Agreement, has exercised the right to dissent pursuant to Section 190 of the CBCA in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Empire Shares and who has not withdrawn the notice of the exercise of such right as permitted by Section 190 of the CBCA;

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

"**fair value**" where used in relation to a Empire Share held by a Dissenting Shareholder, means fair value as determined by a court under Section 190 of the CBCA or as agreed between Empire and the Dissenting Shareholder;

"**Empire Shares**" means the Class A Common shares in the capital of Empire;

"**Empire Shareholder**" means a registered holder of Empire Shares, from time to time, and "**Empire Shareholders**" means all of such holders.

"**Letter of Transmittal**" means a letter of transmittal to be sent to holders of Empire Shares for use in connection with the Amalgamation and in order to receive the Eureka Shares to which they are entitled after giving effect to the Amalgamation;

"**Parties**" means Empire, Subco and Eureka, and "**Party**" means each of them as applicable;

"**Person**" means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity, and pronouns have a similarly extended meaning;

"**Subco**" means 16299440 Canada Inc., a corporation incorporated under the CBCA;

"**Subco Shares**" means the common shares in the capital of Subco;

"**Subco Shareholder**" means the registered holder of Subco Shares, being Eureka;

2. Paramountcy

In the event of any conflict between the provisions of this Agreement and the provisions of the Business Combination Agreement, the provisions of this Agreement shall prevail.

3. Agreement to Amalgamate

Each of the Parties hereby agrees to the Amalgamation such that the Amalgamating Corporations shall amalgamate to create and continue as Amalco under the provisions of Section 181 of the CBCA, on the terms and conditions set out in this Agreement.

4. Filing of Articles

Following the approval of this Agreement by the shareholders of the Amalgamating Corporations in accordance with the CBCA, and in accordance with the terms and conditions of the Business Combination Agreement, including the satisfaction or waiver of all conditions precedent set forth in the Business Combination Agreement, Empire shall file the Articles of Amalgamation with the Director as provided under the CBCA.

5. Conditions Precedent to the Amalgamation

The Amalgamation is subject to the satisfaction or waiver by the party entitled to make such waiver, of the conditions precedent set forth in Article 7 of the Business Combination Agreement. The signing and delivery of the Articles of Amalgamation by Empire and Subco shall be conclusive evidence that such conditions have been satisfied to the satisfaction of Empire and Eureka, or waived by the party entitled to make such waiver, and that Empire and Subco may amalgamate in accordance with the provisions of this Agreement.

6. Amalgamation Events

Pursuant to the Amalgamation, on the Effective Date:

(a) each issued and outstanding Empire Share held by each Dissenting Shareholder will become an entitlement to be paid the fair value of such share;

(b) each issued and outstanding Subco Share shall be exchanged for one (1) fully paid and non-assessable Amalco Share;

(c) each issued and outstanding Empire Share (other than those held by Dissenting Shareholders) shall be exchanged for one (1) fully paid and non-assessable Eureka Share;

(d) as consideration for the issuance of Eureka Shares in exchange for the Empire Shares, Amalco shall issue to Eureka one (1) Amalco Share for each Eureka Share so issued;

(e) Empire and Subco shall be amalgamated and continue as Amalco;

(f) all of the property and assets of each of Empire and Subco shall be the property and assets of Amalco and Amalco shall be liable for all of the liabilities and obligations of each of Empire and Subco, including civil, criminal and quasi criminal, and all contracts, liabilities and debts of Subco and Empire;

(g) all rights of creditors against the property, assets, rights, privileges and franchises of Subco and Empire and all liens upon their property, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of Subco and Empire shall thenceforth attach to and be enforced against Amalco; and

(h) no action or proceeding by or against Subco or Empire shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Amalco shall be substituted in such action or proceeding in place of Subco or Empire, as the case may be.

7. Articles of Amalgamation

The Articles of Amalgamation of Amalco shall be in the form annexed hereto as Exhibit "A".

8. Name

The Name of Amalco shall be Empire Hydrogen Energy Systems Inc., or such other name as mutually agreed to by the Parties.

9. Registered Office

Until changed in accordance with the CBCA, the registered office of Amalco shall be in the Province of Alberta.

10. Authorized Capital

The authorized capital of Amalco shall consist of an unlimited number of Amalco Shares, the rights, privileges, restrictions and conditions attaching to which shall be as set out in the Articles of Amalgamation annexed hereto as Exhibit "A".

11. Share Transfer Restrictions

The Amalco Shares shall be subject to restrictions on transfer as set out in the Articles of Amalgamation annexed hereto as Exhibit "A".

12. Business

There shall be no restrictions on the business which Amalco is authorized to carry on or the powers which Amalco may exercise.

13. Number of Directors

The board of directors of Amalco shall consist of not less than one (1) and not more than five (5) directors, the exact number of which shall be determined by the directors from time to time.

14. First Directors

The first directors of Amalco shall be the persons whose names and residential addresses appear below:

Name	Address	Resident Canada
Sven Tjelta	[●]	Yes

The above directors shall hold office from the Effective Date until the first annual meeting of Amalco Shareholders or until his successor is elected or appointed.

15. By-laws

The by-laws of Amalco shall be, to the extent not inconsistent with this Agreement, the by-laws of Empire, until repealed or amended.

16. Fractional Shares

No fractional Eureka Shares or Amalco Shares will be issued or delivered to any former Empire Shareholders or the former Subco Shareholder otherwise entitled thereto, if any. Instead, the number of Eureka Shares or Amalco Shares issued to each former holder of Empire Shares or Subco Shares will be rounded down to the nearest whole number.

17. Stated Capital

The stated capital account in the records of Amalco for the Amalco Shares shall be equal to the stated capital attributed to the Empire Shares and the Subco Shares, determined immediately before the Amalgamation.

18. Delivery of Securities Following Amalgamation as soon as Practicable After the Effective Date:

(a) Amalco shall issue certificates representing the appropriate number of Amalco Shares to the former Subco Shareholder. Until delivery of such certificate, the share certificate or certificates representing the Subco Shares held by the former Subco Shareholder will be evidence of the former Subco Shareholder’s right to be registered as a shareholder of Amalco. Share certificates formerly representing Subco Shares which are held by the former Subco Shareholder shall cease to represent any claim upon or interest in Subco other than the right of the registered holder to receive the number Amalco Shares to which it is entitled pursuant to the terms hereof; and

(b) in accordance with normal commercial practice, Eureka shall issue or cause to be issued certificates, direct registration statements or electronic positions within CDS representing the appropriate number of Eureka Shares (post-Eureka Name Change) to the former Empire Shareholders (other than Dissenting Shareholders) by: (i) depositing such Eureka Shares with the Depositary and/or the electronic positions representing such Eureka Shares with CDS (in the name of the Depository), as applicable, to satisfy the consideration issuable to such Empire Shareholders; and (ii) as soon as reasonably practicable after the Effective Date, causing the Depositary to forward to, or hold for pick-up by, each former Empire Shareholder that submitted a duly completed Letter of Transmittal or other evidence of entitlement to the Depositary, together with the certificate (if any) representing the Empire Shares held by such Empire Shareholder or such other evidence of ownership of such Empire Shares as is satisfactory to the Depositary, acting reasonably, (A) the certificates representing the Eureka Shares to which such Empire Shareholder is entitled, in accordance with its Letter of Transmittal (or other evidence of entitlement), or (B) confirmation of a non-certificated electronic position transfer in CDS representing the Eureka Shares to which such Empire Shareholder is entitled, in accordance with its Letter of Transmittal. Share certificates formerly representing Empire Shares which are held by the former Empire Shareholders shall cease to represent any claim upon or interest in Empire other than the right of the registered holder to receive the number of Eureka Shares to which it is entitled pursuant to the terms hereof.

19. Negative Covenants

From the date hereof to and including the Effective Date, each of Empire, Subco and Eureka covenants that it will not:

(a) reserve, allot, create, issue or distribute any of its securities, other than: (i) securities issuable upon the exercise, conversion or exchange of previously issued securities including, in the case of Empire, the Empire Convertible Securities (all as defined in the Business Combination Agreement); (ii) stock options granted under its stock option plan; (iii) securities to be issued pursuant to employee purchase plans; or (iv) securities to be issued in order to effect the transactions described in the Business Combination Agreement;

(b) declare or pay dividends on any of its shares other than as has been publicly disclosed as of the date hereof or make any other issue, payment or distribution to the holders of its securities including, without limitation, the issue, payment or distribution of any of its assets or property to such holders;

(c) authorize or take any action to amalgamate, merge, reorganize, effect an arrangement, liquidate, dissolve, wind-up or transfer all or substantially all of its undertaking or assets to another corporation or entity;

(d) reclassify any outstanding securities or change such securities into other shares or securities or subdivide, redivide, reduce, combine or consolidate such securities into a greater or lesser number of securities, effect any other capital reorganization or amend the designation of or the rights, privileges, restrictions or conditions attaching to such securities, other than in order to effect the transactions described in the Business Combination Agreement;

(e) amend its articles or by-laws, other than in order to effect the transactions described in the Business Combination Agreement; or

(f) enter into any transaction, or take any other action, out of the ordinary course of its business, other than in order to effect the transactions described in the Business Combination Agreement.

20. Termination

Subject to the terms of the Business Combination Agreement, this Agreement may be terminated by the board of directors of each of the Amalgamating Corporations, notwithstanding the approval of this Agreement by the shareholders of the Amalgamating Corporations, at any time prior to the issuance of the Certificate of Amalgamation. If this Agreement is terminated pursuant to this section, this Agreement shall forthwith become void and of no further force and effect.

21. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Party hereby irrevocably attorns to the jurisdiction of the courts of the Province of Alberta sitting in and for the judicial district of Calgary in respect of all matters arising under or in relation to this Agreement.

22. Further Assurances

Each of the Parties agrees to execute and deliver such further instruments and to do such further reasonable acts and things as may be necessary or appropriate to carry out the intent of this Amalgamation Agreement.

23. Time of the Essence

Time shall be of the essence of this Agreement.

24. Amendments

This Agreement may only be amended or otherwise modified by written agreement executed by the Parties.

25. Counterparts

This Agreement may be signed in counterparts (including counterparts by facsimile), and all such signed counterparts, when taken together, shall constitute one and the same agreement, effective on this date.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

EUREKA CAPITAL CORP.

Per: ______________________________

Minaz Lalani
CEO and Director

16299440 CANADA INC.

Per: ______________________________

Minaz Lalani
CEO and Director

EMPIRE HYDROGEN ENERGY SYSTEMS INC.

Per: ______________________________

Sven Tjelta
Chief Executive Officer

Exhibit "A"

Articles of Amalgamation

SCHEDULE B
DISCLOSURE SCHEDULE

s. 3.2(s); Empire has a contingent liability equal to 30% of the investment amount on shares issued after September 5, 2019 by Empire if such shares are transferred prior to the 5 year anniversary of the respective share issue date and the transferor has not otherwise repaid the 30% venture capital tax credit to the Small Business Venture Capital Act as more particularly set forth in Section 5.7 of the Business Combination Agreement. Annexed hereto is a list of the foregoing shareholders (which will be updated for share issuances prior to the Completion and use its best efforts to prevent a transfer of such shares prior to the respective 5 year anniversary date of each respective investment.

FIRST NAME	LAST NAME	INVESTMENT DATE	INVESTMENT AMOUNT	# OF SHARES
[redacted]				

Names and shareholdings of Empire shareholders redacted.

FIRST NAME	LAST NAME	INVESTMENT DATE	INVESTMENT AMOUNT	# OF SHARES
[redacted]				

Names and shareholdings of Empire shareholders redacted.

FIRST NAME	LAST NAME	INVESTMENT DATE	INVESTMENT AMOUNT	# OF SHARES
[redacted]				

Names and shareholdings of Empire shareholders redacted.

[redacted]

FIRST NAME	LAST NAME	INVESTMENT DATE	INVESTMENT AMOUNT	# OF SHARES
[redacted]				

Names and shareholdings of Empire shareholders redacted.