



Number: BC0803216

CERTIFICATE OF CHANGE OF NAME

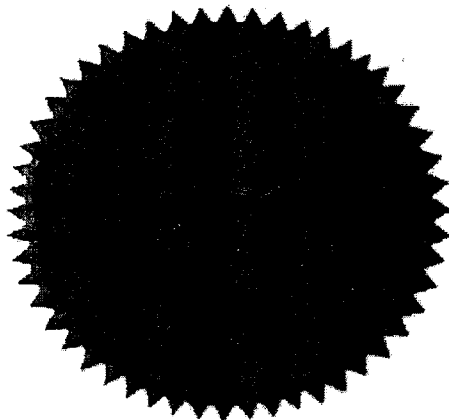
BUSINESS CORPORATIONS ACT

I Hereby Certify that CANOEL INTERNATIONAL ENERGY LTD. changed its name to ZENITH ENERGY LTD. on October 2, 2014 at 11:37 AM Pacific Time.

*Issued under my hand at Victoria, British Columbia
On October 2, 2014*



CAROL PREST
Registrar of Companies
Province of British Columbia
Canada



ELECTRONIC CERTIFICATE

CERTIFICATE OF INCORPORATION

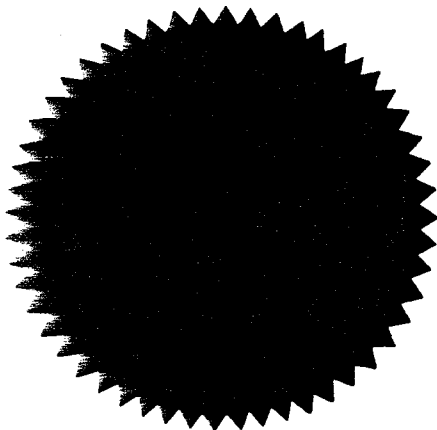
BUSINESS CORPORATIONS ACT

I Hereby Certify that CANOEL INTERNATIONAL ENERGY LTD. was incorporated under the Business Corporations Act on September 20, 2007 at 02:57 PM Pacific Time.

*Issued under my hand at Victoria, British Columbia
On September 20, 2007*



RON TOWNSHEND
Registrar of Companies
Province of British Columbia
Canada





**BC Registry
Services**

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
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Victoria BC
1 877 526-1526

Notice of Alteration

FORM 11
BUSINESS CORPORATIONS ACT
Section 257

Filed Date and Time:	October 2, 2014 11:37 AM Pacific Time
Alteration Date and Time:	Notice of Articles Altered on October 2, 2014 11:37 AM Pacific Time

NOTICE OF ALTERATION

Incorporation Number:

C0803216

Name of Company:

CANOEL INTERNATIONAL ENERGY LTD.

Name Reservation Number:

NR2381132

Name Reserved:

ZENITH ENERGY LTD.

ALTERATION EFFECTIVE DATE:

The alteration is to take effect at the time that this application is filed with the Registrar.

CHANGE OF NAME OF COMPANY

From:

CANOEL INTERNATIONAL ENERGY LTD.

To:

ZENITH ENERGY LTD.

CANOEL INTERNATIONAL ENERGY LTD.

(the "Company")

ARTICLES

1.	Interpretation	1
1.1	Definitions.....	1
1.2	Business Corporations Act and Interpretation Act Definitions Applicable	1
2.	Shares and Share Certificates.....	1
2.1	Authorized Share Structure.....	1
2.2	Form of Share Certificate.....	1
2.3	Shareholder Entitled to Certificate or Acknowledgment	2
2.4	Delivery by Mail	2
2.5	Replacement of Worn Out or Defaced Certificate or Acknowledgement	2
2.6	Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment.....	2
2.7	Splitting Share Certificates	2
2.8	Certificate Fee.....	3
2.9	Recognition of Trusts.....	3
3.	Issue of Shares	3
3.1	Directors Authorized.....	3
3.2	Commissions and Discounts	3
3.3	Brokerage.....	3
3.4	Conditions of Issue	3
3.5	Share Purchase Warrants and Rights	4
4.	Share Registers.....	4
4.1	Central Securities Register.....	4
4.2	Closing Register.....	4
5.	Share Transfers	4
5.1	Registering Transfers	4
5.2	Form of Instrument of Transfer	4
5.3	Transferor Remains Shareholder	4
5.4	Signing of Instrument of Transfer.....	4
5.5	Enquiry as to Title Not Required	5
5.6	Transfer Fee	5
6.	Transmission of Shares.....	5
6.1	Legal Personal Representative Recognized on Death.....	5
6.2	Rights of Legal Personal Representative	5
7.	Purchase of Shares	5
7.1	Company Authorized to Purchase Shares	5
7.2	Purchase When Insolvent.....	6

7.3	Sale and Voting of Purchased Shares	6
8.	Borrowing Powers.....	6
9.	Alterations	6
9.1	Alteration of Authorized Share Structure	6
9.2	Special Rights and Restrictions.....	7
9.3	Change of Name	7
9.4	Other Alterations.....	7
10.	Meetings of Shareholders	7
10.1	Annual General Meetings	7
10.2	Resolution Instead of Annual General Meeting.....	7
10.3	Calling of Meetings of Shareholders	7
10.4	Notice for Meetings of Shareholders	7
10.5	Record Date for Notice	8
10.6	Record Date for Voting.....	8
10.7	Failure to Give Notice and Waiver of Notice	8
10.8	Notice of Special Business at Meetings of Shareholders.....	8
11.	Proceedings at Meetings of Shareholders	9
11.1	Special Business.....	9
11.2	Special Majority.....	9
11.3	Quorum	9
11.4	One Shareholder May Constitute Quorum.....	9
11.5	Other Persons May Attend.....	9
11.6	Requirement of Quorum	10
11.7	Lack of Quorum.....	10
11.8	Lack of Quorum at Succeeding Meeting	10
11.9	Chair.....	10
11.10	Selection of Alternate Chair	10
11.11	Adjournments	10
11.12	Notice of Adjourned Meeting.....	10
11.13	Decisions by Show of Hands or Poll	11
11.14	Declaration of Result	11
11.15	Motion Need Not be Seconded.....	11
11.16	Casting Vote	11
11.17	Manner of Taking Poll.....	11
11.18	Demand for Poll on Adjournment	11
11.19	Chair Must Resolve Dispute.....	11
11.20	Casting of Votes	12
11.21	Demand for Poll.....	12
11.22	Demand for Poll Not to Prevent Continuance of Meeting.....	12
11.23	Retention of Ballots and Proxies	12
12.	Votes of Shareholders	12
12.1	Number of Votes by Shareholder or by Shares.....	12
12.2	Votes of Persons in Representative Capacity.....	12
12.3	Votes by Joint Holders.....	12

12.4	Legal Personal Representatives as Joint Shareholders.....	13
12.5	Representative of a Corporate Shareholder.....	13
12.6	Proxy Provisions Do Not Apply to All Companies	13
12.7	Appointment of Proxy Holders.....	13
12.8	Alternate Proxy Holders.....	13
12.9	When Proxy Holder Need Not Be Shareholder	13
12.10	Deposit of Proxy	14
12.11	Validity of Proxy Vote	14
12.12	Form of Proxy.....	14
12.13	Revocation of Proxy	15
12.14	Revocation of Proxy Must Be Signed	15
12.15	Production of Evidence of Authority to Vote.....	15
13.	Directors.....	15
13.1	First Directors; Number of Directors	15
13.2	Change in Number of Directors.....	16
13.3	Directors' Acts Valid Despite Vacancy	16
13.4	Qualifications of Directors.....	16
13.5	Remuneration of Directors.....	16
13.6	Reimbursement of Expenses of Directors.....	16
13.7	Special Remuneration for Directors.....	16
13.8	Gratuity, Pension or Allowance on Retirement of Director.....	16
14.	Election and Removal of Directors.....	16
14.1	Election at Annual General Meeting.....	16
14.2	Consent to be a Director.....	17
14.3	Failure to Elect or Appoint Directors.....	17
14.4	Places of Retiring Directors Not Filled.....	17
14.5	Directors May Fill Casual Vacancies.....	17
14.6	Remaining Directors Power to Act	18
14.7	Shareholders May Fill Vacancies	18
14.8	Additional Directors.....	18
14.9	Ceasing to be a Director.....	18
14.10	Removal of Director by Shareholders	18
14.11	Removal of Director by Directors	18
15.	Alternate Directors	19
15.1	Appointment of Alternate Director	19
15.2	Notice of Meetings.....	19
15.3	Alternate for More Than One Director Attending Meetings	19
15.4	Consent Resolutions.....	19
15.5	Alternate Director Not an Agent	19
15.6	Revocation of Appointment of Alternate Director.....	19
15.7	Ceasing to be an Alternate Director.....	19
15.8	Remuneration and Expenses of Alternate Director.....	20
16.	Powers and Duties of Directors.....	20
16.1	Powers of Management.....	20

16.2	Appointment of Attorney of Company	20
17.	Disclosure of Interest of Directors	20
17.1	Obligation to Account for Profits.....	20
17.2	Restrictions on Voting by Reason of Interest	20
17.3	Interested Director Counted in Quorum.....	21
17.4	Disclosure of Conflict of Interest or Property.....	21
17.5	Director Holding Other Office in the Company	21
17.6	No Disqualification.....	21
17.7	Professional Services by Director or Officer	21
17.8	Director or Officer in Other Corporations	21
18.	Proceedings of Directors.....	21
18.1	Meetings of Directors.....	21
18.2	Voting at Meetings.....	22
18.3	Chair of Meetings	22
18.4	Meetings by Telephone or Other Communications Medium.....	22
18.5	Calling of Meetings.....	22
18.6	Notice of Meetings.....	22
18.7	When Notice Not Required.....	22
18.8	Meeting Valid Despite Failure to Give Notice	23
18.9	Waiver of Notice of Meetings.....	23
18.10	Quorum.....	23
18.11	Validity of Acts Where Appointment Defective	23
18.12	Consent Resolutions in Writing.....	23
19.	Executive and Other Committees	23
19.1	Appointment and Powers of Executive Committee.....	23
19.2	Appointment and Powers of Other Committees	24
19.3	Obligations of Committees	24
19.4	Powers of Board.....	24
19.5	Committee Meetings	24
20.	Officers.....	25
20.1	Directors May Appoint Officers	25
20.2	Functions, Duties and Powers of Officers.....	25
20.3	Qualifications.....	25
20.4	Remuneration and Terms of Appointment.....	25
21.	Indemnification	25
21.1	Definitions.....	25
21.2	Mandatory Indemnification of Directors and Former Directors	26
21.3	Indemnification of Other Persons	26
21.4	Non-Compliance with <i>Business Corporations Act</i>	26
21.5	Company May Purchase Insurance.....	26
22.	Dividends	26
22.1	Payment of Dividends Subject to Special Rights.....	26
22.2	Declaration of Dividends	26

22.3	No Notice Required	26
22.4	Record Date	27
22.5	Manner of Paying Dividend.....	27
22.6	Settlement of Difficulties.....	27
22.7	When Dividend Payable.....	27
22.8	Dividends to be Paid in Accordance with Number of Shares	27
22.9	Receipt by Joint Shareholders.....	27
22.10	Dividend Bears No Interest	27
22.11	Fractional Dividends.....	27
22.12	Payment of Dividends	27
22.13	Capitalization of Surplus	28
23.	Documents, Records and Reports.....	28
23.1	Recording of Financial Affairs	28
23.2	Inspection of Accounting Records	28
24.	Notices	28
24.1	Method of Giving Notice	28
24.2	Deemed Receipt of Mailing	29
24.3	Certificate of Sending	29
24.4	Notice to Joint Shareholders	29
24.5	Notice to Trustees	29
25.	Seal	29
25.1	Who May Attest Seal	29
25.2	Sealing Copies	30
25.3	Mechanical Reproduction of Seal	30
26.	Prohibitions	30
26.1	Definitions.....	30
26.2	Application.....	30
26.3	Consent Required for Transfer of Shares or Designated Securities.....	31
27.	Special Rights and Restrictions Attaching to Classes of Shares	31

CANOEL INTERNATIONAL ENERGY LTD.

(THE "COMPANY")

ARTICLES

The Company has as its articles the following articles:

1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (a) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;
- (b) "Business Corporations Act" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (c) "legal personal representative" means the personal or other legal representative of the shareholder;
- (d) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register;
- (e) "seal" means the seal of the Company, if any.

1.2 Business Corporations Act and Interpretation Act Definitions Applicable

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

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

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

2.2 Form of Share Certificate

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

2.3 Shareholder Entitled to Certificate or Acknowledgment

Each shareholder is entitled, without charge, to:

- (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name; or
- (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate;

provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate and delivery of a share certificate for a share to one of several joint shareholders or to one of the shareholders' duly authorized agents will be sufficient delivery to all.

2.4 Delivery by Mail

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

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

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

- (a) order the share certificate or acknowledgment, as the case may be, to be cancelled; and
- (b) issue a replacement share certificate or acknowledgment, as the case may be.

2.6 Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgment

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

- (a) proof satisfactory to them that the share certificate or acknowledgment is lost, stolen or destroyed; and
- (b) any indemnity the directors consider adequate.

2.7 Splitting Share Certificates

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

2.8 Certificate Fee

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

2.9 Recognition of Trusts

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

3. ISSUE OF SHARES

3.1 Directors Authorized

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

3.2 Commissions and Discounts

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

3.3 Brokerage

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

3.4 Conditions of Issue

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

- (a) consideration is provided to the Company for the issue of the share by one or more of the following:
 - (i) past services performed for the Company;
 - (ii) property;
 - (iii) money; and
- (b) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5 Share Purchase Warrants and Rights

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

4. SHARE REGISTERS

4.1 Central Securities Register

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

4.2 Closing Register

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

5. SHARE TRANSFERS

5.1 Registering Transfers

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

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

5.2 Form of Instrument of Transfer

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

5.3 Transferor Remains Shareholder

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

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and

sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

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

5.5 Enquiry as to Title Not Required

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

5.6 Transfer Fee

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

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

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

6.2 Rights of Legal Personal Representative

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

7. PURCHASE OF SHARES

7.1 Company Authorized to Purchase Shares

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

7.2 Purchase When Insolvent

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

- (a) the Company is insolvent; or
- (b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased Shares

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

- (a) is not entitled to vote the share at a meeting of its shareholders;
- (b) must not pay a dividend in respect of the share; and
- (c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;
- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;
- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the Company may by special resolution:

- (a) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;
- (b) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (c) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;
- (d) if the Company is authorized to issue shares of a class of shares with par value:
 - (i) decrease the par value of those shares; or
 - (ii) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

- (e) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;
- (f) alter the identifying name of any of its shares; or
- (g) otherwise alter its shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*.

9.2 Special Rights and Restrictions

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

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

9.3 Change of Name

The Company may by special resolution authorize an alteration of its Notice of Articles in order to change its name.

9.4 Other Alterations

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

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

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

10.2 Resolution Instead of Annual General Meeting

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

10.3 Calling of Meetings of Shareholders

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

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders, in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary

resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

10.5 Record Date for Notice

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

- (a) if and for so long as the Company is a public company, 21 days;
- (b) otherwise, 10 days.

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

10.6 Record Date for Voting

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

10.7 Failure to Give Notice and Waiver of Notice

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

10.8 Notice of Special Business at Meetings of Shareholders

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

- (a) state the general nature of the special business; and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
- (c) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
- (d) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

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

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (b) at an annual general meeting, all business is special business except for the following:
 - (i) business relating to the conduct of or voting at the meeting;
 - (ii) consideration of any financial statements of the Company presented to the meeting;
 - (iii) consideration of any reports of the directors or auditor;
 - (iv) the setting or changing of the number of directors;
 - (v) the election or appointment of directors;
 - (vi) the appointment of an auditor;
 - (vii) the setting of the remuneration of an auditor;
 - (viii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;
 - (ix) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Majority

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

11.3 Quorum

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

11.4 One Shareholder May Constitute Quorum

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

- (a) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (b) that shareholder, present in person or by proxy, may constitute the meeting.

11.5 Other Persons May Attend

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

11.6 Requirement of Quorum

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

11.7 Lack of Quorum

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

- (a) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and
- (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8 Lack of Quorum at Succeeding Meeting

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

11.9 Chair

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

- (a) the chair of the board, if any; or
- (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10 Selection of Alternate Chair

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

11.11 Adjournments

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

11.12 Notice of Adjourned Meeting

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

11.13 Decisions by Show of Hands or Poll

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

11.14 Declaration of Result

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

11.15 Motion Need Not be Seconded

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

11.16 Casting Vote

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

11.17 Manner of Taking Poll

Subject to Article 11.8, if a poll is duly demanded at a meeting of shareholders:

- (a) the poll must be taken:
 - (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (ii) in the manner, at the time and at the place that the chair of the meeting directs;
- (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

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

11.19 Chair Must Resolve Dispute

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

11.20 Casting of Votes

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

11.21 Demand for Poll

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

11.22 Demand for Poll Not to Prevent Continuance of Meeting

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

11.23 Retention of Ballots and Proxies

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

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

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

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

12.2 Votes of Persons in Representative Capacity

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

12.3 Votes by Joint Holders

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

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

12.4 Legal Personal Representatives as Joint Shareholders

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

12.5 Representative of a Corporate Shareholder

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

- (a) for that purpose, the instrument appointing a representative must:
 - (i) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
 - (ii) be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting;
- (b) if a representative is appointed under this Article 12.5:
 - (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
 - (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

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

12.6 Proxy Provisions Do Not Apply to All Companies

Articles 12.7 to 12.15 do not apply to the Company if and for so long as it is a public company or a pre-existing reporting company which has the Statutory Reporting Company Provisions as part of its Articles or to which the Statutory Reporting Company Provisions apply.

12.7 Appointment of Proxy Holders

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

12.8 Alternate Proxy Holders

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

12.9 When Proxy Holder Need Not Be Shareholder

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

- (a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;
- (b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or
- (c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

- (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting; or
- (b) unless the notice provides otherwise, be provided, at the meeting, to the chair of the meeting or to a person designated by the chair of the meeting.

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

12.11 Validity of Proxy Vote

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

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

12.12 Form of Proxy

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

(NAME OF COMPANY)
(the "Company")

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

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

Signed [month, day, year]

[Signature of shareholder]

[Name of shareholder—printed]

12.13 Revocation of Proxy

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

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

12.14 Revocation of Proxy Must Be Signed

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

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Production of Evidence of Authority to Vote

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

13. DIRECTORS

13.1 First Directors; Number of Directors

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

- (a) subject to paragraphs 13.1(b) and 13.1(c), the number of directors that is equal to the number of the Company's first directors:
- (b) if the Company is a public company, the greater of three and the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4:
- (c) if the Company is not a public company, the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

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

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

13.3 Directors' Acts Valid Despite Vacancy

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

13.4 Qualifications of Directors

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

13.5 Remuneration of Directors

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

13.6 Reimbursement of Expenses of Directors

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

13.7 Special Remuneration for Directors

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

13.8 Gratuity, Pension or Allowance on Retirement of Director

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

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

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

- (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph 14.1(b), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

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

- (a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

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

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

- (c) the date on which his or her successor is elected or appointed; and
- (d) the date on which he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

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

14.5 Directors May Fill Casual Vacancies

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

14.6 Remaining Directors Power to Act

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

14.7 Shareholders May Fill Vacancies

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

14.8 Additional Directors

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

- (a) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

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

14.9 Ceasing to be a Director

A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

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

14.11 Removal of Director by Directors

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

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

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

15.2 Notice of Meetings

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

15.3 Alternate for More Than One Director Attending Meetings

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

- (a) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;
- (b) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (c) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a shareholder of that committee and, in the case of an appointee who is also a shareholder of that committee as a director, once more in that capacity;
- (d) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a shareholder of that committee and, in the case of an appointee who is also a shareholder of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

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

15.5 Alternate Director Not an Agent

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

15.6 Revocation of Appointment of Alternate Director

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

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

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

- (c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (d) the alternate director ceases to be qualified to act as a director; or
- (e) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

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

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

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

16.2 Appointment of Attorney of Company

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

17. DISCLOSURE OF INTEREST OF DIRECTORS

17.1 Obligation to Account for Profits

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

17.2 Restrictions on Voting by Reason of Interest

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

17.3 Interested Director Counted in Quorum

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

17.4 Disclosure of Conflict of Interest or Property

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

17.5 Director Holding Other Office in the Company

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

17.6 No Disqualification

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

17.7 Professional Services by Director or Officer

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

17.8 Director or Officer in Other Corporations

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

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

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

18.2 Voting at Meetings

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

18.3 Chair of Meetings

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

- (a) the chair of the board, if any;
- (b) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (c) any other director chosen by the directors if:
- (d) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
- (e) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
- (f) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

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

18.5 Calling of Meetings

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

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 25.1 or orally or by telephone.

18.7 When Notice Not Required

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

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

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

18.9 Waiver of Notice of Meetings

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

18.10 Quorum

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

18.11 Validity of Acts Where Appointment Defective

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

18.12 Consent Resolutions in Writing

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

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

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

- (a) the power to fill vacancies in the board of directors;
- (b) the power to remove a director;
- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

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

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph 19.2(a) any of the directors' powers, except:
- (c) the power to fill vacancies in the board of directors;
- (d) the power to remove a director;
- (e) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (f) the power to appoint or remove officers appointed by the directors; and
- (g) make any delegation referred to in paragraph 19.2(b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

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

- (a) conform to any rules that may from time to time be imposed on it by the directors; and
- (b) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4 Powers of Board

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

- (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (b) terminate the appointment of, or change the membership of, the committee; and
- (c) fill vacancies in the committee.

19.5 Committee Meetings

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

- (a) the committee may meet and adjourn as it thinks proper;
- (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are shareholders of the committee may choose one of their number to chair the meeting;
- (c) a majority of the shareholders of the committee constitutes a quorum of the committee; and

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

20. OFFICERS

20.1 Directors May Appoint Officers

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

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

- (a) determine the functions and duties of the officer;
- (b) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and
- (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

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

20.4 Remuneration and Terms of Appointment

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

21. INDEMNIFICATION

21.1 Definitions

In this Article 21:

- (a) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (b) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company;
- (c) is or may be joined as a party; or
- (d) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

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

21.2 Mandatory Indemnification of Directors and Former Directors

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

21.3 Indemnification of Other Persons

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

21.4 Non-Compliance with Business Corporations Act

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

21.5 Company May Purchase Insurance

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

- (a) is or was a director, alternate director, officer, employee or agent of the Company;
- (b) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;
- (c) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;
- (d) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

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

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

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

22.2 Declaration of Dividends

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

22.3 No Notice Required

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

22.4 Record Date

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

22.5 Manner of Paying Dividend

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

22.6 Settlement of Difficulties

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

- (a) set the value for distribution of specific assets;
- (b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be made to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (c) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

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

22.8 Dividends to be Paid in Accordance with Number of Shares

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

22.9 Receipt by Joint Shareholders

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

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

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

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the address of the shareholder, or in the case of joint shareholders, to the address of the joint shareholder who is first named on the central

securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the surplus or any part of the surplus.

23. DOCUMENTS, RECORDS AND REPORTS

23.1 Recording of Financial Affairs

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

23.2 Inspection of Accounting Records

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

24. NOTICES

24.1 Method of Giving Notice

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

- (a) mail addressed to the person at the applicable address for that person as follows:
- (b) for a record mailed to a shareholder, the shareholder's registered address;
- (c) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
- (d) in any other case, the mailing address of the intended recipient;
- (e) delivery at the applicable address for that person as follows, addressed to the person:
- (f) for a record delivered to a shareholder, the shareholder's registered address;
- (g) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
- (h) in any other case, the delivery address of the intended recipient;
- (i) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

- (j) sending the record by email to the email address provided by the intended recipient for the sending of that record or records of that class;
- (k) physical delivery to the intended recipient.

24.2 Deemed Receipt of Mailing

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

24.3 Certificate of Sending

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

24.4 Notice to Joint Shareholders

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

24.5 Notice to Trustees

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

- (a) mailing the record, addressed to them:
 - (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or
- (b) if an address referred to in paragraph 24.5(a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 26.2 and 26.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (a) any two directors;
- (b) any officer, together with any director;
- (c) if the Company only has one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

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

25.3 Mechanical Reproduction of Seal

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

26. PROHIBITIONS

26.1 Definitions

In this Article 26:

- (a) "designated security" means:
 - (i) a voting security of the Company;
 - (ii) a security of the Company that is not a debt security and that carries a residual right to participate in the earnings of the Company or, on the liquidation or winding up of the Company, in its assets; or
 - (iii) a security of the Company convertible, directly or indirectly, into a security described in paragraph 26.1(a)(i) and 26.1(a)(ii);
- (b) "security" has the meaning assigned in the *Securities Act* (British Columbia);
- (c) "voting security" means a security of the Company that:
 - (i) is not a debt security, and

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

26.2 Application

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

26.3 Consent Required for Transfer of Shares or Designated Securities

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

27. SPECIAL RIGHTS AND RESTRICTIONS ATTACHING TO CLASSES OF SHARES

27.1 The special rights and restrictions attached to the Class "A" Common Voting shares are as follows:

Voting Rights

- (a) The holders of Class "A" Common Voting shares shall have voting rights for the election of directors or for any other purpose of the Company and they shall be entitled to receive notice of, and to attend, shareholders' meetings, and shall have one vote thereat for each Class "A" Common Voting share held by them.

Dividends

- (b) Subject to the provisions of these Articles, dividends may be declared, at the discretion of the Directors, at any time upon the Class "A" Common Voting shares to the exclusion of all or any other class or classes of shares. Payment of any dividend declared upon the Class "A" Common Voting shares shall be expressly subject to Article 27.5 and to the prior payment of dividends declared on the Class "C" Preferred Non-Voting shares and Class "D" Preferred Non-Voting shares. Dividends may be declared and paid, at the discretion of the Directors, upon all or any other classes of shares to the exclusion of the Class "A" Common Voting shares.

Liquidation, Dissolution and Winding Up

- (c) In the event of the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the holders of Class "A" Common Voting shares shall be entitled to receive any and all distributions of the assets of the Company, after payment to the holders of all other classes of shares.

27.2 The special rights and restrictions attached to the Class "B" Common Non-Voting shares are as follows:

Voting Rights

- (a) Subject to the provisions of the *Business Corporations Act*, the holders of the Class "B" Common Non-Voting shares shall not, as such, have any right to vote at a general meeting of the Company, nor shall they be entitled, as such, to notice of or to attend shareholders' meetings other than a meeting of the class of shareholders holding Class "B" Common Non-Voting shares. In accordance with the *Business Corporations Act*, no right or special right attached to issued Class "B" Common Non-Voting shares may be prejudiced or interfered with unless the holders of the Class "B" Common Non-Voting shares consent by way of special resolutions.

Dividends

- (b) Subject to the provisions of these Articles, dividends may be declared, at the discretion of the Directors, at any time upon the Class "B" Common Non-Voting shares to the exclusion of all or any other class or classes of shares. Payment of any dividend declared upon the Class "B" Common Non-Voting shares shall be expressly subject to Article 27.5 and to the prior payment of dividends declared on the Class "C" Preferred Non-Voting shares and Class "D" Preferred Non-Voting shares. Dividends may be declared and paid, at the discretion of the Directors, upon all or any other classes of shares to the exclusion of the Class "B" Common Non-Voting shares.

Liquidation, Dissolution and Winding Up

- (c) In the event of the liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, the holders of Class "B" Common Non-Voting shares shall be entitled to receive the amount paid up on such Class "B" Common Non-Voting shares, together with all dividends declared and unpaid on the Class "B" Common Non-Voting shares, after payment to the holders of Class "C" Preferred Non-Voting shares and the Class "D" Preferred Non-Voting shares of the amounts entitled to be paid to the holders of such shares, as set out in these special rights and restrictions.

27.3 The special rights and restrictions attached to the Class "C" Preferred Non-Voting shares are as follows:

Redemption Price

- (a) The redemption price of the Class "C" Preferred Non-Voting shares shall be determined by the directors of the Company on the date of first issuance of such shares (in this Article 27.3 called the Redemption Price).

Dividends

- (b) The holders of the Class "C" Preferred Non-Voting shares shall in each year in the discretion of the Directors be entitled to receive out of any or all profits or surplus available for dividends, as and when declared by the Directors, non-cumulative dividends at the rate per annum on the Redemption Price of each Class "C" Preferred Non-Voting share to be determined by the Directors of the Company on the date of declaration of such dividend. Subject to the provisions of these Articles, dividends may be declared and paid at any time upon the Class "C" Preferred Non-Voting shares to the exclusion of all or any other classes or class of shares or may be declared and paid upon all or any other classes of shares to the exclusion of the Class "C" Preferred Non-Voting shares.

Liquidation, Dissolution or Winding Up

- (c) Subject to the rights attached to the Class "D" Preferred Non-Voting shares, in the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of the redemption, purchase or acquisition of any shares, the reduction of capital or any other return of capital, the holders of the Class "C" Preferred Non-Voting shares shall be entitled to receive before any distribution of any part of the assets of the Company to the holders of any other shares, except the Class "D" Preferred Non-Voting shares, an amount equal to the Redemption Price thereof, and any dividends declared thereon and unpaid and no more.

Redemption By Shareholder

- (d) Subject to the rights of the holders of the Class "D" Preferred Non-Voting shares to demand that such shares be redeemed from time to time, the holders of any of the Class "C" Preferred Non-Voting shares shall have the right at any time and from time to time to have all or any of their Class "C" Preferred Non-Voting shares redeemed by the Company at the Redemption Price, together with any dividends declared thereon and unpaid, upon written notice given by the holders thereof to the Company demanding redemption thereof. Upon such notice being given:
- (i) the Company shall forthwith give notice to all holders of the Class "C" Preferred Non-Voting shares and the Class "D" Preferred Non-Voting shares that the Company received a demand (hereinafter called the "first demand") for redemption of a certain number of Class "C" Preferred Non-Voting shares on a certain date and within 60 days of such date intends to use its best efforts to redeem such shares pursuant to the first demand and pursuant to all like demands received from the holders of Class "C" Preferred Non-Voting shares or the Class "D" Preferred Non-Voting shares within 30 days of the date of the notice to such holders of the first demand;
 - (ii) the Company shall forthwith take all necessary steps and use its best efforts to redeem for cash within 60 days of the first demand or so soon thereafter as liquid funds become available the Class "C" Preferred Non-Voting shares and the Class "D" Preferred Non-Voting shares in respect of which it has received the first demand or a demand for redemption within 30 days of the giving of notice pursuant to clause (i), provided that such redemption or redemptions shall be made firstly, to the holders of Class "D" Preferred Non-Voting shares and secondly to the holders of Class "C" Preferred Non-Voting shares, for which redemption has been demanded by a holder of Class "C" Preferred Non-Voting shares or Class "D" Preferred Non-Voting shares;
 - (iii) the failure of any holder of Class "C" Preferred Non-Voting shares or Class "D" Preferred Non-Voting shares to demand redemption of such shares held by him upon receiving notice of the first demand shall not in any way prejudice or interfere with his rights as holder of such shares, including the right to demand redemption pursuant to the provisions of this paragraph at any time or upon demand in writing prior to payment of the Redemption Price to participate in any redemption pursuant to this paragraph which has not been completed by payment of the Redemption Price;
 - (iv) if cash in the amount required to redeem any specified number of shares held by a shareholder and subject to redemption pursuant to this paragraph be deposited with any trust company or chartered bank in Canada, then the Company shall forthwith notify the holders of Class "C" Preferred Non-Voting shares participating in such redemption that the money has been so deposited and may be obtained by the holders of such shares to the extent of their pro rata participation in the redemption by such holders presenting certificates representing such shares so to be redeemed at the said trust company or chartered bank, and as of and from the date the funds are so deposited and unless default be made in payment of the Redemption Price, dividends on such shares shall not be declared and the holders thereof shall thereafter have no rights against the Company in respect thereof except the right, upon surrender of the certificates representing such shares, to receive payment of the Redemption Price out of the money so deposited and, if declared, any unpaid dividends thereon.

Redemption by Company

- (e) The Company may, upon giving notice, as hereinafter provided, unless waived, redeem the whole or any part of the Class "C" Preferred Non-Voting shares on payment for each share to be redeemed of the Redemption Price together with all dividends declared thereon and unpaid. If some of the then outstanding Class "C" Preferred Non-Voting shares are at any time to be redeemed, the shares so to be redeemed shall be redeemed pro rata, disregarding fractions, and the Directors may make such adjustments as may be necessary to avoid the redemption of fractions of shares. Unless waived, not less than 10 days' notice in writing of such redemption shall be given by mailing such notice to the registered holders of the shares so to be redeemed, specifying the number of shares to be redeemed, the Redemption Price per share, the amount of any unpaid dividends per share, and the date and place or places of redemption. If notice of any such redemption is given by the Company in the manner aforesaid, and an amount sufficient to redeem the shares is deposited with any trust company or chartered bank in Canada as specified in the notice, or is paid to the holders of the shares so to be redeemed on or before the date fixed for redemption, then dividends on the Class "C" Preferred Non-Voting shares to be redeemed shall not be declared after the date so fixed for redemption and thereafter such shares shall be deemed to have been redeemed and the holders thereof shall have no rights against the Company in respect thereof except, upon the surrender of certificates for such shares, to receive or retain payment therefore out of the monies so deposited or paid. After an amount sufficient to redeem any shares has been deposited with any trust company or chartered bank in Canada, as aforesaid, notice shall be given to the holders of any Class "C" Preferred Non-Voting shares called for redemption who have failed to present the certificates representing such shares within 2 months of the dates specified for redemption that the money has been so deposited and will be paid without interest to the holders of the said Class "C" Preferred Non-Voting shares upon presentation of the certificates representing such shares called for redemption at the said trust company or chartered bank.
- (f) The Company may acquire the whole or any part of the Class "C" Preferred Non-Voting shares pursuant to tenders received by the Company upon request for tenders addressed to all holders of Class "C" Preferred Non-Voting shares, at the lowest price at which, in the opinion of the Directors, such shares are obtainable, but not exceeding the Redemption Price thereof, together with all dividends declared thereon and unpaid. From and after the date of the acquisition of any Class "C" Preferred Non-Voting shares, such shares shall be regarded as having been redeemed. If in response to any invitation for tenders, two or more shareholders submit tenders at the same price, and if such tenders are accepted by the Company in whole or in part, then, unless the Company shall accept all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.
- (g) Any provision relating to the redemption or purchase of Class "C" Preferred Non-Voting shares may be waived or varied in such a manner and to such extent as may be agreed between the Company and all the holders of the Class "C" Preferred Non-Voting shares.

Voting Rights

- (h) Subject to the provisions of the *Business Corporations Act*, the holders of the Class "C" Preferred Non-Voting shares shall not, as such, have any right to vote at a general meeting of the Company, nor shall they be entitled, as such, to notice of or to attend shareholders' meetings other than a meeting of the class of shareholders holding Class "C" Preferred Non-Voting shares. In accordance with the *Business Corporations Act*, no right or special right attached to issued Class

"C" Preferred Non-Voting shares may be prejudiced or interfered with unless the holders of the Class "C" Preferred Non-Voting shares consent by way of special resolutions.

- 27.4 The special rights and restrictions attached to the Class "D" Preferred Non-Voting shares are as follows:

Redemption Price

- (a) The redemption price of the Class "D" Preferred Non-Voting shares shall be determined by the directors of the Company on the date of first issuance of such shares (in this Article 27.4 called the Redemption Price). The Redemption Price is subject to adjustment pursuant to clause 27.4(k).

Dividends

- (b) The holders of the Class "D" Preferred Non-Voting shares shall in each year in the discretion of the Directors be entitled to receive out of any or all profits or surplus available for dividends, as and when declared by the Directors, non-cumulative dividends at the rate per annum on the Redemption Price of each Class "D" Preferred Non-Voting share to be determined by the Directors of the Company on the date of declaration of such dividend. Subject to the provisions of these Articles, dividends may be declared and paid at any time upon the Class "D" Preferred Non-Voting shares to the exclusion of all or any other classes or class of shares or may be declared and paid upon all or any other classes of shares to the exclusion of the Class "D" Preferred Non-Voting shares.
- (c) The Class "D" Preferred Non-Voting shares shall rank as regards payment of dividends which have been declared, in priority to all other shares in the Company.

Liquidation, Dissolution and Winding Up

- (d) In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or in the event of the redemption, purchase or acquisition of any shares, the reduction of capital or any other return of capital, the holders of the Class "D" Preferred Non-Voting shares shall be entitled to receive before any distribution of any part of the assets of the Company to the holders of any other shares, an amount equal to the Redemption Price thereof, and any dividends declared thereon and unpaid and no more.

Redemption by Shareholder

- (e) The holders of any of the Class "D" Preferred Non-Voting shares shall have the right at any time and from time to time to have all or any of their Class "D" Preferred Non-Voting shares redeemed by the Company at the Redemption Price together with all dividends declared thereon and upon written notice given by the holders thereof to the Company demanding redemption thereof. Upon such notice being given:
- (i) the Company shall forthwith give notice to all holders of the Class "D" Preferred Non-Voting shares that the Company received a demand (hereinafter called the "first demand") for redemption of a certain number of Class "D" Preferred Non-Voting shares on a certain date and within 60 days of such date intends to use its best efforts to redeem such shares pursuant to the first demand and pursuant to all like demands received from the holders of Class "D" Preferred Non-Voting shares within 30 days of the date of the notice to such holders of the first demand;

- (ii) ~~the Company shall forthwith take all necessary steps and use its best efforts to redeem for cash within 60 days of the first demand or so soon thereafter as liquid funds become available, the Class "D" Preferred Non-Voting shares in respect of which it has received the first demand or a demand for redemption within 30 days of the giving of notice pursuant to clause above, provided that such redemption or redemptions shall be made pro rata as funds are or become available, according to the aggregate number of Class "D" Preferred Non-Voting shares for which redemption has been demanded by each holder of Class "D" Preferred Non-Voting shares;~~
- (iii) the failure of any holder of Class "D" Preferred Non-Voting shares to demand redemption of such shares held by him upon receiving notice of the first demand shall not in any way prejudice or interfere with his rights as a holder of such shares, including the right to demand redemption pursuant to the provisions of this paragraph at any time or upon demand in writing prior to payment of the Redemption Price, and any dividends declared thereon and unpaid, to participate in any uncompleted redemption pursuant to this paragraph;
- (iv) if cash in the amount required to redeem any specified number of shares held by a shareholder and subject to redemption pursuant to this paragraph be deposited with any trust company or chartered bank in Canada, then the Company shall forthwith notify the holders of Class "D" Preferred Non-Voting shares participating in such redemption that the money has been so deposited and may be obtained by the holders of such shares to the extent of their pro rata participation in the redemption by such holders presenting certificates representing such shares so to be redeemed at the said trust company or chartered bank, and as of and from the date the funds are so deposited and unless default be made in payment of the Redemption Price, dividends on such shares shall not be declared and such holders thereof shall thereafter have no rights against the Company in respect thereof except the right, upon surrender of the certificates representing such shares, to receive payment of the Redemption Price out of the money so deposited and, if declared, any unpaid dividends thereon.

Redemption By Company

- (f) The Company may, upon giving notice, as hereinafter provided, unless waived, redeem the whole or any part of the Class "D" Preferred Non-Voting shares on payment for each share to be redeemed of the Redemption Price together with all dividends declared thereon and unpaid. If some of the then outstanding Class "D" Preferred Non-Voting shares are at any time to be redeemed, the shares so to be redeemed shall be redeemed pro rata, disregarding fractions, and the Directors may make such adjustments as may be necessary to avoid the redemption of fractions of shares. Unless waived, not less than 10 days' notice in writing of such redemption shall be given by mailing such notice to the registered holders of the shares so to be redeemed, specifying the number of shares to be redeemed, the Redemption Price per share, the amount of any unpaid dividends per share, and the date and place or places of redemption. If notice of any such redemption is given by the Company in the manner aforesaid, and an amount sufficient to redeem the shares is deposited with any trust company or chartered bank in Canada as specified in the notice, or is paid to the holders of the shares so to be redeemed on or before the date fixed for redemption, then dividends on the Class "D" Preferred Non-Voting shares to be redeemed shall not be declared after the date so fixed for redemption and thereafter such shares shall be deemed to have been redeemed and the holders thereof shall have no rights against the Company in respect thereof except, upon the surrender of certificates for such shares, to receive or retain

~~payment therefore out of the monies so deposited or paid. After an amount sufficient to redeem~~
any shares has been deposited with any trust company or chartered bank in Canada, as aforesaid, notice shall be given to the holders of any Class "D" Preferred Non-Voting shares called for redemption who have failed to present the certificates representing such shares within 2 months of the dates specified for redemption that the money has been so deposited and will be paid without interest to the holders of the said Class "D" Preferred Non-Voting shares upon presentation of the certificates representing such shares called for redemption at the said trust company or chartered bank.

- (g) The Company may acquire the whole or any part of the Class "D" Preferred Non-Voting shares pursuant to tenders received by the Company upon request for tenders addressed to all holders of Class "D" Preferred Non-Voting shares, at the lowest price at which, in the opinion of the Directors, such shares are obtainable, but not exceeding the Redemption Price thereof, together with all dividends declared thereon and unpaid. From and after the date of the acquisition of any Class "D" Preferred Non-Voting shares, such shares shall be regarded as having been redeemed. If, in response to any invitation for tenders, two or more shareholders submit tenders at the same price, and if such tenders are accepted by the Company in whole or in part, then, unless the Company shall accept all such tenders in whole, the Company shall accept such tenders in proportion as nearly as may be to the number of shares offered in each such tender.
- (h) Any provision relating to the redemption or purchase of Class "D" Preferred Non-Voting shares may be waived or varied in such a manner and to such extent as may be agreed between the Company and all the holders of the Class "D" Preferred Non-Voting shares.

Voting Rights

- (i) Subject to the provisions of the *Business Corporations Act*, the holders of the Class "D" Preferred Non-Voting shares shall not, as such, have any right to vote at a general meeting of the Company, nor shall they be entitled, as such, to notice of or to attend shareholders' meetings other than a meeting of the class of shareholders holding Class "D" Preferred Non-Voting shares. In accordance with the *Business Corporations Act*, no right or special right attached to issued Class "D" Preferred Non-Voting shares may be prejudiced or interfered with unless the holders of the Class "D" Preferred Non-Voting shares consent by way of special resolutions.

Redemption Price Adjustment

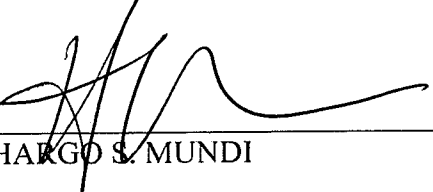
- (j) The Redemption Price of the Class "D" Preferred Non-Voting shares is to be based upon the following intentions:
 - (i) the number of Class "D" Preferred Non-Voting shares that will be issued at any time is such that the aggregate Redemption Price of such Class "D" Preferred Non-Voting shares so issued would be equal to the best estimate by the Directors and by the allottees of the net fair market value of the particular asset, cash, or services, less the fair market value of any non-share consideration given by the Company for the asset cash or services; and
 - (ii) the holders of Class "D" Preferred Non-Voting shares intend that the number of such Class "D" Preferred Non-Voting shares received from the Company for any particular asset, cash, or services will be such that the fair market value of the particular asset, cash, or services received by the Company for such shares from such holder will be equal to the Redemption Price multiplied by the number of Class "D" Preferred Non-Voting shares so issued.

- (k) If the Minister of National Revenue, the Minister of Finance for the Province of British Columbia, their authorized representatives, or any similar authority proposes to issue or issues any assessment or reassessment, or if a court of competent jurisdiction makes a final determination that would impose or imposes any liability for tax on the holders of the Class "D" Preferred Non-Voting shares or any other class of shares or on any other person on the basis of a determination or assumption made in respect of the fair market value of the consideration received by the Company for the issue of such Class "D" Preferred Non-Voting shares which results in greater or lesser fair market value than that used for the purpose of a particular allotment of Class "D" Preferred Non-Voting shares, or if the Company and all holders of Class "D" Preferred Non-Voting shares so agree, then such fair market value and the Redemption Price of the Class "D" Preferred Non-Voting shares over which a difference has arisen shall be reviewed and deemed to be adjusted as follows:
- (i) if the authority in issuing or proposing to issue such an assessment or reassessment also makes a determination of the fair market value of the consideration received by the Company for the allotment and issuance of Class "D" Preferred Non-Voting shares, or a recommendation as to the required increase or decrease in the Redemption Price of any Class "D" Preferred Non-Voting shares that have been allotted and issued, which is necessary so as to ensure that the aggregate Redemption Price of such shares represents the fair market value of the consideration received by the Company for such shares, and the holders of the Class "D" Preferred Non-Voting shares and such other persons, if any, against whom such assessment is made or proposed, either before or after objection of appeal or by an agreement with such authority, accept the determination or recommendation, or of the Company and all holders of Class "D" Preferred Non-Voting shares so agree, then the fair market value so determined shall be deemed to be the fair market value and the recommended increase or decrease in the Redemption Price shall be deemed to be the increase or decrease required as hereafter provided;
 - (ii) if the court of competent jurisdiction in making such final determination also makes a determination of the fair market value of the consideration received by the Company for the allotment and issuance of Class "D" Preferred Non-Voting shares, or a recommendation as to the required increase or decrease in the Class "D" Redemption Price of any Class "D" Preferred Non-Voting shares that have been allotted and issued, which is necessary so as to ensure that the aggregate Class "D" Redemption Price of such shares represents the fair market value of the consideration received by the Company for such shares, then the fair market value so determined shall be deemed to be the fair market value and the determined increase or decrease in the Class "D" Redemption Price shall be deemed to be the increase or decrease required as hereinafter provided;
 - (iii) in any other case, the parties shall appoint a firm of professional accountants or a chartered business valuator in the Province of British Columbia to make or obtain a second determination of such fair market value over which a difference has arisen and to make a recommendation as to the required increase or decrease, if any, in the Redemption Price of such Class "D" Preferred Non-Voting shares and the fair market value of such consideration and the required increase or decrease in the Redemption Price aforesaid shall be deemed to be the amount agreed upon by the persons referred to in clause (i) of this paragraph 27.4(k) after first receiving and considering such second determination and recommendation, or if they cannot agree, the matter of such value or such increase or decrease will be referred to a single arbitrator appointed under the *Commercial*

~~Arbitration Act, R.S.B.C. 1996, Chapter 55, whose determination of such matters shall be final.~~

Thereafter the Redemption Price of such Class "D" Preferred Non-Voting shares that were outstanding immediately after the allotment over which the issue arose shall be adjusted in accordance with such recommended or determined increase or decrease retroactively and nunc pro tunc as of the date of the allotment and applicable to the first and every subsequent redemption of any such shares, provided that if at the time of such adjustment in the Redemption Price any such shares have been redeemed then the Company shall forthwith pay any increase in the Redemption Price for such shares already redeemed to the person who held such shares at the time of redemption or, failing him, his personal representatives or estate on account of the adjustment in the Redemption Price and such person or his representative shall forthwith repay to the Company the amount of any decrease in the Redemption Price so adjusted.

27.5 Notwithstanding any other provision of these Articles no dividends will be paid on any class of shares, except on Class "D" Preferred Non-Voting shares, and no shares will be redeemed, except Class "D" Preferred Non-Voting shares, if such act would result in the Company having insufficient assets to redeem the Class "C" Preferred Non-Voting shares at the Redemption Price thereof, together with any declared but unpaid dividends thereon.

Full name and signature of each incorporator	Date of signing
 HARGO S. MUNDI	20th day of September, 2007

PART 27
SPECIAL RIGHTS AND RESTRICTIONS

The Company is authorized to issue:

- an unlimited number of common shares; and
- an unlimited number of preferred shares (issuable in series);

having attached thereto the rights, privileges, restrictions and conditions hereinafter set forth.

27.1 COMMON SHARES

There shall be attached to the common shares, the following rights, privileges, restrictions and conditions, namely:

- (a) The holders of common shares shall be entitled to receive notice of, and to vote at every meeting of the shareholders of the Company and shall have one (1) vote thereat for each such common share so held.
- (b) Subject to the rights, privileges, restrictions and conditions attached to any preferred shares of the Company, the holders of common shares shall be entitled to receive such dividend as the directors may from time to time, by resolution, declare.
- (c) Subject to the rights, privileges, restrictions and conditions attached to any preferred shares of the Company, in the event of liquidation, dissolution or winding up of the Company or upon any distribution of the assets of the Company among shareholders being made (other than by way of dividend out of monies properly applicable to the payment of dividends) the holders of common shares shall be entitled to share pro rata.

27.2 PREFERRED SHARES (ISSUABLE IN SERIES)

There shall be attached to the preferred shares, the following rights, privileges, restrictions and conditions, namely:

- (a) The directors of the Company may, from time to time, issue the preferred shares in one or more series, each series to consist of such number of shares as may before issuance thereof, be determined by the directors.
- (b) The directors of the Company may, by resolution (subject as hereinafter provided) fix before issuance, the designation, rights, privileges, restrictions and conditions to attach to the preferred shares of each series, including, without limiting the generality of the foregoing, the rate, form, entitlement and payment of preferential dividends, the redemption price, terms, procedures and conditions of redemption, if any, voting rights and conversion rights (if any) and any sinking fund, purchase fund or other provisions attaching to the preferred shares of such series; and provided however, that no shares of any series shall be issued until the directors have filed an amendment to the Articles with the Registrar of Companies, Province of British Columbia, or such designated person in any other jurisdiction in which the Company may be continued.

- (c) If any cumulative dividends or amounts payable on return of capital in respect of a series of shares are not paid in full, the shares of all series shall participate ratably in respect of accumulated dividends and return of capital.
- (c) The preferred shares shall be entitled to preference over the common shares of the Company and any other shares of the Company ranking junior to the preferred shares with respect to the payment of dividends, if any, and in the distribution of assets in the event of liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, and may also be given such other preferences over the common shares of the Company and any other shares of the Company ranking junior to the preferred shares as may be fixed by the resolution of the directors of the Company as to the respective series authorized to be issued.
- (d) The preferred shares of each series shall rank on a parity with the preferred shares of every other series with respect to priority in the payment of dividends and in the distribution of assets in the event of liquidation, dissolution or winding up of the Company, whether voluntary or involuntary exclusive of any conversion rights that may affect the aforesaid.
- (e) No dividends shall at any time be declared or paid on or set apart for payment on any shares of the Company ranking junior to the preferred shares unless all dividends, if any, up to and including the dividend payable for the last completed period for which such dividend shall be payable on each series of preferred shares then issued and outstanding shall have been declared and paid or set apart for payment at the date of such declaration or payment or setting apart for payment on such shares of the Company ranking junior to the preferred shares nor shall the Company call for redemption or redeem or purchase for cancellation or reduce or otherwise pay off any of the preferred shares (less than the total amount then outstanding) or any shares of the Company ranking junior to the preferred shares unless all dividends up to and including the dividend payable, if any, for the last completed period for which such dividends shall be payable on each series of the preferred shares then issued and outstanding shall have been declared and paid or set apart for payment at the date of such call for redemption, purchase, reduction or other payment.
- (f) Preferred shares of any series may be purchased for cancellation or made subject to redemption by the Company out of capital pursuant to the provisions of the *Business Corporations Act* (British Columbia), if the directors so provide in the resolution of the Board of Directors of the Company relating to the issuance of such preferred shares, and upon such other terms and conditions as may be specified in the designations, rights, privileges, restrictions and conditions attaching to the preferred shares of such series as set forth in the said resolution of the Board of Directors and the amendment to the Articles of the Company relating to the issuance of such series.
- (g) The holders of the preferred shares shall not, as such, be entitled as of right to subscribe for or purchase or receive any part of any issue of shares or bonds, debentures or other securities of the Company now or hereafter authorized.

- (h) No class of shares may be created or rights and privileges increased to rank in parity or priority with the rights and privileges of the preferred shares including, without limiting the generality of the foregoing, the rights of the preferred shares to receive dividends or to return of capital, without the approval of the holders of the preferred shares.

ADVANCE NOTICE POLICY

OF

ZENITH ENERGY LTD.

(the "Company")

Introduction

The Company is committed to: (i) facilitating an orderly and efficient process for the nomination of directors at shareholder meetings; (ii) ensuring that all shareholders receive adequate notice of the director nominations and sufficient information with respect to all nominees; and (iii) allowing shareholders to register an informed vote, having been afforded reasonable time for deliberation.

The purpose of this Advance Notice Policy (the "**Policy**") is to provide shareholders, directors and management of the Company with a clear framework for nominating directors. This Policy fixes a deadline by which holders of record of common shares of the Company may submit director nominations to the Company prior to any shareholders' meeting called for the election of directors and sets forth the information that the nominating shareholder must include in the written notice to the Company in order for any director nominee to be eligible for election at such meeting.

This policy will be subject to an annual review by the Board of Directors of the Company (the "**Board**"), which will update it to reflect changes required by securities regulatory authorities and applicable stock exchanges or as otherwise determined to be in the best interests of the Company and its shareholders.

Nominations of Directors

1. Only persons who are nominated in accordance with the procedures of this Policy shall be eligible for election as directors of the Company. Nominations of persons for election to the Board may be made at any annual general meeting of shareholders, or at any special general meeting of shareholders if one of the purposes for which the special general meeting was called was the election of directors:
 - (a) by or at the direction of the Board, including pursuant to a notice of meeting;
 - (b) by or at the direction or request of one or more shareholders pursuant to a requisition for a general meeting made in accordance with section 167 of the British Columbia *Business Corporations Act* (the "**Act**") or pursuant to a "proposal" made in accordance with section 188 of the Act;
 - (c) by any person (a "**Nominating Shareholder**"): (i) who, at the close of business on the date of the giving by the Nominating Shareholder of the notice provided for in this Policy and at the close of business on the record date for notice of such meeting, is entered in the securities register of the Company as a holder of one or more shares carrying the right to vote at such meeting or who beneficially

owns shares that are entitled to be voted at such meeting; and (ii) who complies with the notice procedures set forth in this Policy.

2. In addition to any other requirements under applicable laws, for a valid nomination to be made by a Nominating Shareholder, the Nominating Shareholder must have given notice thereof (the "**Notice**") that is both timely (in accordance with paragraph 3 below) and in proper written form (in accordance with paragraph 4 below) to the Secretary of the Company at the head or registered and records offices of the Company.
3. To be timely, a Nominating Shareholder's Notice must be given:
 - (a) in the case of an annual general meeting of shareholders, not fewer than 30 nor more than 65 days prior to the date of the annual general meeting of shareholders; provided, however, that in the event that the annual general meeting of shareholders is to be held on a date that is fewer than 50 days after the date (the "**Notice Date**") on which the first public announcement of the date of the annual general meeting was made, Notice by the Nominating Shareholder may be given not later than the close of business on the 10th day following the Notice Date; and
 - (b) in the case of a special general meeting (that is not also an annual meeting of shareholders) called in whole or in part for the purpose of electing directors, not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special general meeting of shareholders was made.

The time periods for the giving of a Nominating Shareholder's Notice set forth above shall in all cases be determined based on the original date of the applicable annual or special general meeting of shareholders, and in no event shall any adjournment or postponement of a meeting of shareholders or the announcement thereof commence a new time period for the giving of such Notice.

4. To be in proper written form, a Nominating Shareholder's Notice must set forth:
 - (a) as to each person whom the Nominating Shareholder proposes to nominate for election as a director: (i) the name, age, business address and residential address of the person; (ii) the principal occupation or employment of the person; (iii) the citizenship of such person; (iv) the class and number of shares in the capital of the Company that are beneficially owned, or controlled, directly or indirectly, or owned of record by the person as of the record date for the meeting of shareholders (if such date shall then have been made publicly available and shall have occurred) and as of the date of such Notice; and (v) any other information relating to the person that would be required to be disclosed in a dissident's proxy circular in connection with the solicitation of proxies for the election of directors pursuant to the Act and Applicable Securities Laws (as defined below); and

- (b) as to the Nominating Shareholder giving the Notice, full particulars regarding any proxy, contract, agreement, arrangement or understanding pursuant to which such Nominating Shareholder has a right to vote or direct the voting of any shares of the Company and any other information relating to such Nominating Shareholder that would be required to be disclosed in a dissident's proxy circular in connection with the solicitation of proxies for the election of directors pursuant to the Act and Applicable Securities Laws.

The Company may require any proposed nominee to furnish such other information as may reasonably be required by the Company to determine the eligibility of such proposed nominee to serve as an independent director of the Company or that could be material to a reasonable shareholder's understanding of the independence, or otherwise, of such proposed nominee.

5. No person shall be eligible for election as a director of the Company unless nominated in accordance with the provisions of this Policy; provided, however, that nothing in this Policy shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the provisions of the Act or the discretion of the Chairman. The Chairman of the meeting shall have the power and duty to determine whether a nomination was made in accordance with the provisions of this Policy and, if any proposed nomination is not in compliance with such provisions, to declare that such nomination shall be disregarded.
6. For purposes of this Policy:
 - (a) "**public announcement**" means disclosure in a press release reported by a national news service in Canada, or in a document publicly filed by the Company under its profile on the System for Electronic Document Analysis and Retrieval at www.sedar.com; and
 - (b) "**Applicable Securities Laws**" means the applicable securities legislation of each relevant province and territory of Canada, as amended from time to time, the rules, regulations and forms made or promulgated under any such statute and the published national instruments, multilateral instruments, policies, bulletins and notices of the securities commission or similar regulatory authority of each province and territory of Canada.
7. Notwithstanding any other provision of this Policy, Notice given to the Secretary of the Company pursuant to this Policy may only be given by personal delivery, facsimile transmission or by e-mail (at such e-mail address as may be stipulated from time to time by the Secretary of the Company for that purpose), and shall be deemed to have been given only at the time it is served by personal delivery to the Secretary at the address of the head or registered and records offices of the Company, e-mailed (at the address as aforesaid) or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic

communication is made on a day which is a not a business day or later than 5:00 p.m. (Calgary time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.

8. Notwithstanding the foregoing, the Board may, in its sole discretion, waive any requirement in this Policy.
9. This Policy was approved and adopted by the Board on the date set out below (the "**Effective Date**") and is and shall be effective and in full force and effect in accordance with its terms from and after such date.
10. This Policy shall be interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in that province.

Effective Date and approval by the Board: January 19, 2017