

## THE ARRANGEMENT AGREEMENT

**THIS ARRANGEMENT AGREEMENT** is dated as of the 29th day of October, 2014.

### AMONG:

**RISKE CAPITAL CORP.** a corporation incorporated under the laws of the Province of British Columbia ("**Riske**")

- and -

1017341 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("**341**")

- and -

1017343 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("**343**")

- and -

1017344 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("**344**")

- and -

1017345 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("**345**")

- and -

1017346 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("**346**")

(collectively, "the **Parties**")

### RECITALS

- A.** Riske has entered into an arrangement agreement, wherein it is contemplated that Riske will transfer its Assets (as such term is defined in this Agreement) to its wholly-owned subsidiaries 341, 343, 344, 345, and 346;
- B.** The Parties hereto intend to carry out the transactions contemplated herein by way of an arrangement under the provisions of the Business Corporations Act (British Columbia); and
- C.** The Parties hereto have entered into this Agreement to provide for the matters referred to in the foregoing recital and for other matters relating to such arrangement.

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

## Article 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms have the meanings hereinafter set forth:

- (a) “**341**” means 1017341 B.C. LTD., a private company incorporated under the *BCBCA*;
- (b) “**341 Shareholder**” means a holder of 341 Shares;
- (c) “**341 Shares**” means the common shares without par value in the authorized share structure of 341, as constituted on the date of this Agreement;
- (d) “**343**” means 1017343 B.C. LTD., a private company incorporated under the *BCBCA*;
- (e) “**343 Shareholder**” means a holder of 343 Shares;
- (f) “**343 Shares**” means the common shares without par value in the authorized share structure of 343, as constituted on the date of this Agreement;
- (g) “**344**” means 1017344 B.C. LTD., a private company incorporated under the *BCBCA*;
- (h) “**344 Shareholder**” means a holder of 344 Shares;
- (i) “**344 Shares**” means the common shares without par value in the authorized share structure of 344, as constituted on the date of this Agreement;
- (j) “**345**” means 1017345 B.C. LTD., a private company incorporated under the *BCBCA*;
- (k) “**345 Shareholder**” means a holder of 345 Shares;
- (l) “**345 Shares**” means the common shares without par value in the authorized share structure of 345, as constituted on the date of this Agreement;
- (m) “**346**” means 1017346 B.C. LTD., a private company incorporated under the *BCBCA*;
- (n) “**346 Shareholder**” means a holder of 346 Shares;
- (o) “**346 Shares**” means the common shares without par value in the authorized share structure of 346, as constituted on the date of this Agreement;
- (p) “**Agreement**”, “**herein**”, “**hereof**”, “**hereto**”, “**hereunder**” and similar expressions mean and refer to this arrangement agreement (including the schedules hereto) as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;
- (q) “**Applicable Laws**” means all applicable corporate laws, rules of applicable stock exchanges and applicable securities laws, including the rules, regulations, notices, instruments, blanket orders and policies of the securities regulatory authorities in Canada;
- (r) “**Arrangement**” means the arrangement pursuant to Section 288 of the *BCBCA* set forth in the Plan of Arrangement;
- (s) “**Arrangement Provisions**” means Part 9, Division 5 of the *BCBCA*;
- (t) “**Arrangement Resolution**” means the special resolution in respect to the Arrangement and other related matters to be considered at the Riske Meeting;
- (u) “**Assets**” means the assets of Riske to be transferred to the Riske Subsidiaries pursuant to the Arrangement, as more particularly described in Schedule B attached hereto and forming part of this Agreement;
- (v) “**BCBCA**” means the Business Corporations Act, S.B.C. 2002, c. 57, as amended, including the regulations promulgated thereunder;

- (w) **"Business Day"** means a day other than a Saturday, Sunday or other than a day when banks in the City of Vancouver, British Columbia are not generally open for business;
- (x) **"Computershare"** means Computershare Trust Company of Canada;
- (y) **"Court"** means the Supreme Court of British Columbia;
- (z) **"Dissenting Shareholder"** means a Riske Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its Riske Shares in accordance with the Interim Order and the Plan of Arrangement;
- (aa) **"Dissenting Shares"** means the Riske Shares in respect of which Dissenting Shareholders have exercised a right of dissent;
- (bb) **"Effective Date"** means either (i) the date of the Final Order or (ii) such other date as the directors of Riske may determine, which election is made when the Riske directors have done so by resolution of the directors;
- (cc) **"Final Order"** means the order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (dd) **"GAAP"** means generally accepted accounting principles in effect in Canada at the relevant time, including the accounting recommendations in the Handbook of the Canadian Institute of Chartered Accountants, including as applicable, International Financial Reporting Standards;
- (ee) **"Riske Board"** means the board of directors of Riske;
- (ff) **"Riske Class B Shares"** means the renamed and re-designated Riske Shares as described in §3.1 of the Plan of Arrangement;
- (gg) **"Riske Class B Preferred Shares"** means the Class "B" preferred shares without par value which Riske will create (if not already created at the date of this Agreement) and issue pursuant to §3.1 of the Plan of Arrangement;
- (hh) **"Riske Meeting"** means the special meeting of the Riske Shareholders to be held on December 1, 2014, and any adjournment(s) or postponement(s) thereof;
- (ii) **"Riske Shares"** means the Class "A" common shares without par value in the authorized share capital of Riske, as constituted on the date of this Agreement;
- (jj) **"Riske Shareholders"** means the holders from time to time of Riske Shares;
- (kk) **"Riske Subsidiaries"** means 1017341 B.C. LTD., 1017343 B.C. LTD., 1017344 B.C. LTD., 1017345 B.C. LTD., and 1017346 B.C. LTD.;
- (ll) **"Information Circular"** means the management proxy circular of Riske to be sent by Riske to the Riske Shareholders in connection with the Riske Meeting;
- (mm) **"Interim Order"** means an interim order of the Court concerning the Arrangement in respect of Riske, containing declarations and directions with respect to the Arrangement and the holding of the Riske Meeting, as such order may be affirmed, amended or modified by any court of competent jurisdiction;
- (nn) **"New Shares"** means the new class of common shares without par value which Riske will create pursuant to §3.1 of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the Riske Shares;
- (oo) **"Notice of Meeting"** means the notice of special meeting of the Riske Shareholders in respect of the Riske Meeting;
- (pp) **"Parties"** means Riske, 341, 343, 344, 345, and 346; and **"Party"** means any one of them;
- (qq) **"Person"** means an individual, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;

- (rr) **"Plan of Arrangement"** means the plan of arrangement substantially in the form set out in Schedule "A" to this Agreement, as amended or supplemented from time to time in accordance with Article 6 thereof and Article 6 hereof;
- (ss) **"Registrar"** means the Registrar of Companies for the Province of British Columbia duly appointed under the *BCBCA*;
- (tt) **"Registered Shareholder"** means a registered holder of Riske Shares as recorded in the shareholder register of Riske maintained by Computershare;
- (uu) **"Share Distribution Record Date"** means the record date for the Riske Meeting or such other date as determined by the Riske Board, which date establishes the Riske Shareholders who will be entitled to receive 341 Shares, 343 Shares, 344 Shares, 345 Shares, and 346 Shares, pursuant to this Arrangement; **"Tax Act"** means the *Income Tax Act* (Canada) and the regulations thereunder, all as amended from time to time.

## **1.2 Interpretation Not Affected by Headings, etc.**

The division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement (including Schedules A to B hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

## **1.3 Number, etc.**

Words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing persons include firms and corporations and vice versa.

## **1.4 Date for Any Action**

If any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.

## **1.5 Entire Agreement**

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

## **1.6 Currency**

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada.

## **1.7 Accounting Matters**

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

## **1.8 References to Legislation**

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

## **1.9 Enforceability**

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

### **1.10 Schedules**

The following schedules attached hereto are incorporated into and form an integral part of this Agreement:

A – Plan of Arrangement

B – Assets

## **Article 2 THE ARRANGEMENT**

### **2.1 Plan of Arrangement**

The Parties will forthwith jointly file, proceed with and diligently prosecute an application for an Interim Order providing for, among other things, the calling and holding of the Riske Meeting for the purpose of considering and, if deemed advisable, approving the Arrangement Resolution and upon receipt thereof, the Parties will forthwith carry out the terms of the Interim Order to the extent applicable to it. Provided all necessary approvals for the Arrangement Resolution are obtained from the Riske Shareholders, the Parties shall jointly submit the Arrangement to the Court and apply for the Final Order. Upon issuance of the Final Order and subject to the conditions precedent in Article 5, Riske shall forthwith proceed to file the Articles of Arrangement, the Final Order and such other documents as may be required to give effect to the Arrangement with the Registrar pursuant to the Arrangement Provisions, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out therein without any act or formality.

### **2.2 Interim Order**

The Interim Order shall provide that:

#### **RISKE**

- (a) the securities of Riske for which holders shall be entitled to vote on the Arrangement Resolution shall be the Riske Shares;
- (b) the Riske Shareholders shall be entitled to vote on the Arrangement Resolution, with each Riske Shareholder being entitled to one vote for each Riske Share held by such holder;
- (c) the requisite majority for the approval of the Arrangement Resolution shall be:
  - (i) two-thirds of the votes cast by the Riske Shareholders present in person or by proxy at the Riske Meeting.

### **2.3 Information Circular and Meetings**

As promptly as practical following the execution of this Agreement and in compliance with the Interim Order and Applicable Laws:

- (a) Riske shall:
  - (i) prepare the Information Circular and cause such circular to be mailed to the Riske Shareholders and filed with applicable regulatory authorities and other governmental authorities in all jurisdictions where the same are required to be mailed and filed; and
  - (ii) convene the Riske Meeting.

## **2.4 Effective Date**

The Arrangement shall become effective in accordance with the terms of the Plan of Arrangement on the Effective Date.

### **Article 3 COVENANTS**

#### **3.1 Covenants Regarding the Arrangement**

From the date hereof until the Effective Date, the Parties will use all reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Arrangement, including using reasonable efforts:

- (a) to obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases and other contracts;
- (b) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any instruments and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby; and
- (c) to effect all necessary registrations and filings and submissions of information requested by governmental authorities required to be effected by it in connection with the Arrangement.

#### **3.2 Covenants Regarding Execution of Documents**

- (a) The Parties will perform all such acts and things, and execute and deliver all such agreements, notices and other documents and instruments as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.

#### **3.3 Giving Effect to the Arrangement**

The Arrangement shall be effected in the following manner:

- (a) The Parties shall proceed forthwith to apply for the Interim Order providing for, among other things, the calling and holding of the Riske Meeting for the purpose of, among other things, considering and, if deemed advisable, approving and adopting the Arrangement;
- (b) The 341 Shareholder(s), 343 Shareholder(s) 344 Shareholder(s), 345 Shareholder(s), and 346 Shareholder(s), shall approve the Arrangement by a consent resolution;
- (c) Upon obtaining the Interim Order, Riske shall call the Riske Meeting and mail the Information Circular and related Notice of Meeting and form of Proxy to the Riske Shareholders;
- (d) If the Riske Shareholders approve the Arrangement, Riske shall thereafter (subject to the exercise of any discretionary authority granted to Riske's directors by the Riske Shareholders) take the necessary actions to submit the Arrangement to the Court for approval and grant of the Final Order; and
- (e) Upon receipt of the Final Order, Riske shall, subject to compliance with any of the other conditions provided for in Article 5 hereof and to the rights of termination contained in Article 7 hereof, file the required material with the Registrar in accordance with the terms of the Plan of Arrangement.

**Article 4**  
**REPRESENTATIONS AND WARRANTIES**

**4.1 Representations and Warranties**

Each of the Parties hereby represents and warrants to the other that.

- (a) It is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of existence, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) It has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;
- (c) Neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of: (i) any provision of its constating or governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) No dissolution, winding up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

**Article 5**  
**CONDITIONS PRECEDENT**

**5.1 Mutual Conditions Precedent**

The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived by the mutual written consent of such Parties without prejudice to their right to rely on any other of such conditions:

- (a) the Interim Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;
- (b) the Arrangement Resolution shall have been passed by the Riske Shareholders at the Riske Meeting in accordance with the Arrangement Provisions, the constating documents of Riske, the Interim Order and the requirements of any applicable regulatory authorities;
- (c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the 341 Shareholder(s), the 343 Shareholder(s), the 344 Shareholder(s), the 345 Shareholder(s), and the 346 Shareholder(s), to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of each of 341, 343, 344, 345, and 346;
- (d) the Final Order shall have been granted in form and substance satisfactory to the Parties, acting reasonably;
- (e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to the Parties;
- (f) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and
- (g) this Agreement shall not have been terminated under Article 7.

Except for the conditions set forth in this §5.1 which, by their nature, may not be waived, any of the other conditions in this §5.1 may be waived, either in whole or in part, by any of the Parties, as the case may be, at its discretion.

## **5.2 Closing**

Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at the offices of Riske or such other location as agreed to by the Parties 209-9329 University Crescent Burnaby, British Columbia V5A 4Y4, at 10:00 a.m. (Vancouver time) on such date as they may mutually agree (the “Closing Date”), and each of them shall deliver to the other of them:

- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby, provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and
- (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.

## **5.3 Merger of Conditions**

The conditions set out in §5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.

## **5.4 Merger of Representations and Warranties**

The representations and warranties in §4.1 shall be conclusively deemed to be correct as of the Effective Date and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

## **Article 6 AMENDMENT**

### **6.1 Amendment**

This Agreement may at any time and from time to time before or after the holding of the Riske Meeting be amended by written agreement of the Parties hereto without, subject to Applicable Laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by a Riske Shareholder without approval by the Riske Shareholders, given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

## **Article 7 TERMINATION**

### **7.1 Termination**



Subject to §7.2, this Agreement may at any time before or after the holding of the Riske Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the board of directors of Riske without further action on the part of the Riske Shareholders, or by the respective board of directors of 341, 343, 344, 345, and 346, without further action on the part of the respective 341 Shareholder(s), 343 Shareholder(s), 344 Shareholder(s), 345 Shareholder(s), and 346 Shareholder(s), and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the board of directors of Riske, 341, 343, 344, 345, and 346, respectively, to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

## **7.2 Cessation of Right**

The right of any of the Parties or any other party to amend or terminate the Plan of Arrangement pursuant to §6.1 and §7.1 shall be extinguished upon the occurrence of the Effective Date.

## **Article 8**

### **NOTICES**

#### **8.1 Notices**

All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be deemed to be validly given if served personally or by electronic transmission, in each case to the attention of the senior officer at the following addresses or at such other address as shall be specified by a Party by like notice:

**RISKE CAPITAL CORP.**, addressed to:

209 -9329 University Crescent  
Burnaby, British Columbia  
V5A 4Y4  
Attention: Dustin Riske, CEO and Director  
E-mail: dustin@bullandbearwealth.com

**1017341 B.C. LTD.**, addressed to:

209 -9329 University Crescent  
Burnaby, British Columbia  
V5A 4Y4  
Attention: Marcelin O'Neill, Director  
E-mail: marcie@accreteconsulting.ca

**1017343 B.C. LTD.**, addressed to:

209 -9329 University Crescent  
Burnaby, British Columbia  
V5A 4Y4  
Attention: Marcelin O'Neill, Director  
E-mail: marcie@accreteconsulting.ca

**1017344 B.C. LTD.**, addressed to:

209-9329 University Crescent

Burnaby, British Columbia  
V5A 4Y4  
Attention: Marcelin O'Neill, Director  
E-mail: marcie@accreteconsulting.ca

**1017345 B.C. LTD.**, addressed to:

209-9329 University Crescent  
Burnaby, British Columbia  
V5A 4Y4  
Attention: Marcelin O'Neill, Director  
E-mail: marcie@accreteconsulting.ca

**1017346 B.C. LTD.**, addressed to:

209-9329 University Crescent  
Burnaby, British Columbia  
V5A 4Y4  
Attention: Marcelin O'Neill, Director  
E-mail: marcie@accreteconsulting.ca

or such other address as the Parties may, from time to time, advise to the other Parties hereto by notice in writing. Any notice that is delivered to such address shall be deemed to be delivered on the date of delivery if delivered on a Business Day prior to 4:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 4:00 p.m. or on a non-Business Day. Any notice delivered by facsimile transmission shall be deemed to be delivered on the date of transmission if delivered on a Business Day prior to 4:00 p.m. (local time at the place of receipt) or on the next Business Day if delivered after 4:00 p.m. or on a non-Business Day.

## **Article 9 GENERAL**

### **9.1 Assignment and Enurement**

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by any party hereto without the prior consent of the other Parties hereto.

### **9.2 Disclosure**

Each Party shall receive the prior consent, not to be unreasonably withheld, of the other Parties prior to issuing or permitting any director, officer, employee or agent to issue, any press release or other written statement with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, if any Party is required by law or administrative regulation to make any disclosure relating to the transactions contemplated herein, such disclosure may be made, but that Party will consult with the other Parties as to the wording of such disclosure prior to its being made.

### **9.3 Costs**

Except as contemplated in the Arrangement and herein, each Party hereto covenants and agrees to bear its own costs and expenses in connection with the transactions contemplated hereby.

### **9.4 Severability**

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

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction shall not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

### **9.5 Further Assurances**

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

### **9.6 Time of Essence**

Time shall be of the essence of this Agreement.

### **9.7 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and the Parties hereto irrevocably attorn to the jurisdiction of the courts of the Province of British Columbia. Each of the Parties hereto hereby irrevocably and unconditionally consents to and submits to the jurisdiction of the courts of the Province of British Columbia in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against any Party in such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

**9.8 Waiver**

No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.

**9.9 Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Execution of this Agreement electronically or manually, and the electronic delivery of this Agreement in counterparts shall constitute valid delivery of the same.

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

**RISKE CAPITAL CORP.**

By: \_\_\_\_\_  
Dustin Riske, CEO and Director  
Authorized Signatory

**1017345 B.C. LTD.**

  
By: \_\_\_\_\_  
Marcelin O'Neill, Director  
Authorized Signatory

**1017341 B.C. LTD.**

  
By: \_\_\_\_\_  
Marcelin O'Neill, Director  
Authorized Signatory

**1017346 B.C. LTD.**

  
By: \_\_\_\_\_  
Marcelin O'Neill, Director  
Authorized Signatory

**1017343 B.C. LTD.**

  
By: \_\_\_\_\_  
Marcelin O'Neill, Director  
Authorized Signatory

**1017344 B.C. LTD.**

  
By: \_\_\_\_\_  
Marcelin O'Neill, Director  
Authorized Signatory

**SCHEDULE "A" TO THE ARRANGEMENT AGREEMENT**  
**PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9**  
**OF THE**  
**BUSINESS CORPORATIONS ACT (BRITISH COLUMBIA)**  
**S.B.C. 2002, c. 57**

**ARTICLE 1**  
**INTERPRETATION**

**1.1** In this Plan of Arrangement, the following terms have the following meanings:

“**341**” means 1010341 B.C. LTD., a private company incorporated under the *BCBCA*;

"**341 Shareholder**" means a holder of 341 Shares;

"**341 Shares**" means the common shares without par value in the authorized share structure of 341, as constituted on the date of this Agreement;

“**343**” means 1010343 B.C. LTD., a private company incorporated under the *BCBCA*;

"**343 Shareholder**" means a holder of 343 Shares;

"**343 Shares**" means the common shares without par value in the authorized share structure of 343, as constituted on the date of this Agreement;

“**344**” means 1010344 B.C. LTD., a private company incorporated under the *BCBCA*;

"**344 Shareholder**" means a holder of 344 Shares;

"**344 Shares**" means the common shares without par value in the authorized share structure of 344, as constituted on the date of this Agreement;

“**345**” means 1010345 B.C. LTD., a private company incorporated under the *BCBCA*;

"**345 Shareholder**" means a holder of 345 Shares;

"**345 Shares**" means the common shares without par value in the authorized share structure of 345, as constituted on the date of this Agreement;

“**346**” means 1010346 B.C. LTD., a private company incorporated under the *BCBCA*;

"**346 Shareholder**" means a holder of 346 Shares;

"**346 Shares**" means the common shares without par value in the authorized share structure of 346, as constituted on the date of this Agreement;

"**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to the proposed arrangement involving Riske Shareholders, the 341 Shareholders, the 343 Shareholders, the 344 Shareholders, the 345 Shareholders, and the 346 Shareholders, pursuant to the Arrangement Provisions on the terms and conditions set forth in this Plan of Arrangement as supplemented, modified or amended, and not to any particular article, section or other portion hereof;

"**Arrangement Agreement**" means the arrangement agreement dated effective August 15, 2014, between the Parties with respect to the Arrangement, and all amendments thereto;

"**Arrangement Provisions**" means Division 5 of Part 9 of the *BCBCA*;

"**Assets**" means the assets of Riske described in Schedule B to the Arrangement Agreement;

"**BCBCA**" means the Business Corporations Act (British Columbia), S.B.C. 2002, c. 57, as may be amended or replaced from time to time;

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

"**Conversion Factor**" means the number arrived at by dividing the number of issued Riske Shares as of the close of business on the Share Distribution Record Date by up to 396,600;

"**Court**" means the Supreme Court of British Columbia;

"**Depositary**" means Computershare Trust Company of Canada;

"**Distributed 341 Shares**" means the 341 Shares that are to be distributed to the Riske Shareholders pursuant to §3.1;

"**Distributed 343 Shares**" means the 343 Shares that are to be distributed to the Riske Shareholders pursuant to §3.1;

"**Distributed 344 Shares**" means the 344 Shares that are to be distributed to the Riske Shareholders pursuant to §3.1;

"**Distributed 345 Shares**" means the 345 Shares that are to be distributed to the Riske Shareholders pursuant to §3.1;

"**Distributed 346 Shares**" means the 346 Shares that are to be distributed to the Riske Shareholders pursuant to §3.1;

"**Effective Date**" means either (i) the date of the Final Order or (ii) such other date as the directors of Riske may determine, which election is made when the Riske directors have done so by resolution of the directors;

"**Final Order**" means the final order of the Court approving the Arrangement, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**Information Circular**" means the management information circular to be sent to the Riske Shareholders in connection with the Riske Meeting;

"**Interim Order**" means the interim order of the Court concerning the Arrangement under the *BCBCA* in respect of the Parties, containing declarations and directions with respect to the Arrangement and the holding of the Meetings, as such order may be affirmed, amended or modified by any court of competent jurisdiction;

"**New Shares**" means the new class of common shares without par value which Riske will create pursuant to §3.1 of this Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant aspect to the Riske Shares;

"**Parties**" means, collectively, Riske, 341, 343, 344, 345, and 346, and "**Party**" means any one of them;

"**Plan**" or "**Plan of Arrangement**" means this plan of arrangement as amended or supplemented from time to time in accordance with the terms hereof and Article 7 of the Arrangement Agreement;

"**Registrar**" means the Registrar of Companies duly appointed under the *BCBCA*;

"**Share Distribution Record Date**" means the record date for the Riske Meeting or such other date as determined by the Riske Board, which date establishes the Riske Shareholders who will be entitled to receive 341 Shares, 343 Shares, 344 Shares, 345 Shares, and 346 Shares, pursuant to this Plan of Arrangement; "**Riske**" means Riske Capital Corp., a company existing under the *BCBCA*;

“**Riske Class B Shares**” means the renamed and re-designated Riske Shares, as described in §3.1 of this Plan of Arrangement;

“**Riske Class B Preferred Shares**” means the Class “B” preferred shares without par value which Riske will create (if not already created at the date of this Agreement) and issue pursuant to §3.1 of this Plan of Arrangement;

"**Riske Meeting**" means the special meeting of Riske Shareholders to be held to consider the Arrangement Resolution and related matters, and any adjournments thereof;

"**Riske Shares**" means the Class A common shares without par value in the authorized share capital of Riske, as constituted on the date of this Agreement; ;

"**Riske Shareholder**" means the holders from time to time of Riske Shares;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended; and

“**Transfer Agent**” means Computershare Trust Company of Canada at its principal office in Vancouver, British Columbia.

- 1.2 The division of this Plan of Arrangement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement.
- 1.3 Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.
- 1.4 Unless the context otherwise requires, words importing the singular number shall include the plural and vice versa; words importing any gender shall include all genders; and words importing persons shall include individuals, partnerships, associations, corporations, funds, unincorporated organizations, governments, regulatory authorities, and other entities.
- 1.5 In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.6 References in this Plan of Arrangement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

## **ARTICLE 2 ARRANGEMENT AGREEMENT**

- 2.1 This Plan of Arrangement is made pursuant and subject to the provisions of, and forms part of, the Arrangement Agreement.
- 2.2 This Plan of Arrangement will become effective in accordance with its terms and be binding on the Effective Date on the Riske Shareholders.

## **ARTICLE 3 ARRANGEMENT**

- 3.1 On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality, notwithstanding anything contained in the provisions attaching to any of the Parties, but subject to the provisions of Article 6:
  - (a) Riske will transfer the Assets to each of 341, 343, 344, 345, and 346, in consideration for 396,600 shares from each of 341, 343, 344, 345, and 346, in accordance with Section 3.1(e) (the “**Distributed 341 Shares**”, the “**Distributed 343 Shares**”, the “**Distributed 344 Shares**”, the

“**Distributed 345 Shares**”, the “**Distributed 346 Shares**”), such Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, Distributed 346 Shares, to be multiplied by the Conversion Factor so that Riske shall receive from each of 341, 343, 344, 345, and 346, in consideration for the Assets, the number of shares equal to the issued and outstanding Riske Shares as of the Share Distribution Record Date. Thereafter, Riske will be added to the central securities register of each of 341, 343, 344, 345, and 346, in respect of such 341 Shares, 343 Shares, 344 Shares, 345 Shares, and 346 Shares;

- (b) The authorized share capital of Riske will be changed by:
  - (i) Altering the identifying name of the Riske Shares to class “B” common shares without par value, being the Riske Class B Shares;
  - (ii) Creating a class consisting of an unlimited number of common shares without par value identified as “Class A Common Shares” (the “**New Shares**”); and
  - (iii) Creating a class (if not already created at the time of entry into this Agreement) consisting of an unlimited number of class “B” preferred shares without par value, having the rights and restrictions described in Schedule “A” to the Plan of Arrangement, being the Riske Class B Preferred Shares;
- (c) Each issued Riske Class B Share will be exchanged for one New Share and one Riske Class B Preferred Share and, subject to the exercise of a right of dissent, the holders of the Riske Class B Shares will be deemed to have been removed from the central securities register of Riske and will be deemed to have been added to the central securities register as the holders of the number of New Shares and Riske Class B Preferred Shares that they have received on the exchange;
- (d) All of the issued Riske Class B Shares will be cancelled with the appropriate entries being deemed to have been made in the central securities register of Riske and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the Riske Class B Shares immediately prior to the Effective Date will be allocated between the New Shares and the Riske Class B Preferred Shares so that the aggregate paid up capital of the Riske Class B Preferred Shares is equal to the aggregate fair market value of the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, as of the Effective Date, and each Riske Class B Preferred Share so issued will be issued by Riske at an issue price equal to the aggregate fair market value of the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, Distributed 346 Shares, Distributed 817 Shares, and Distributed 846 Shares as of the Effective Date, divided by the number of issued Riske Class B Preferred Shares, such aggregate fair market value of the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, to be determined as at the Effective Date by resolution of the board of directors of Riske;
- (e) Riske will redeem the issued Riske Class B Preferred Shares for consideration consisting solely of the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, such that each holder of Riske Class B Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of 341 Shares, 343 Shares, 344 Shares, 345 Shares, and 346 Shares, that is equal to the number of Riske Class B Preferred Shares held by such holder multiplied by the Conversion Factor;
- (f) The name of each holder of Riske Class B Preferred Shares will be deemed to have been removed as such from the central securities register of Riske, and all of the issued Riske Class B Preferred Shares will be cancelled with the appropriate entries being deemed to have been made in the central securities register of Riske;



- (g) The Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, transferred to the holders of the Riske Class B Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of Riske Class B Preferred Shares and appropriate entries will be made in the central securities registers of each of 341, 343, 344, 345, and 346;
  - (h) The Riske Class B Shares and the Riske Class B Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of Riske will be changed by eliminating, if the Riske Board so chooses, the Riske Class B Shares and the Riske Class B Preferred Shares therefrom; and
  - (i) The Notice of Articles and Articles of Riske will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement;
- 3.2** Notwithstanding §3.1(e) and §3.1(i) no fractional 341 Shares, 343 Shares, 344 Shares, 345 Shares, and 346 Shares, shall be distributed to the Riske Shareholders, as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Riske in its absolute discretion.
- 3.3** The holders of the Riske Class B Shares and the holders of New Shares and Riske Class B Preferred Shares referred to in §3.1(c), and the holders of the Riske Class B Preferred Shares referred to in §3.1(e), §3.1(f) and §3.1(g), shall mean in all cases those persons who are Riske Shareholders at the close of business on the Share Distribution Record Date, subject to Article 5.
- 3.4** In addition to the chronological order in which the transactions and events set out in §3.1 shall occur and shall be deemed to occur, the time on the Effective Date for the redemption of the Riske Class B Preferred Shares set out in §3.1(e) shall occur and shall be deemed to on the Effective Date.
- 3.5** All New Shares, Riske Class B Preferred Shares, and 341 Shares, 343 Shares, 344 Shares, 345 Shares, or 346 Shares, issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the *BCBCA*.
- 3.6** The Arrangement shall become final and conclusively binding on the Riske Shareholders, the 341 Shareholders, the 343 Shareholders, the 344 Shareholders, the 345 Shareholders, the 346 Shareholders, and the Parties on the Effective Date.
- 3.7** Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of the Parties shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1 including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers.

#### **ARTICLE 4 CERTIFICATES**

- 4.1** Recognizing that the Riske Shares shall be redeemed and re-designated as Riske Class B Shares pursuant to §3.1(b)(i) and that the Riske Class B Shares shall be exchanged partially for New Shares pursuant to §3.1(c), Riske shall not issue replacement share certificates representing the Riske Class B Shares.

- 4.2 Recognizing that the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, shall be transferred to the Riske Shareholders as consideration for the redemption of the Riske Class B Preferred Shares pursuant to §3.1(e), each of 341, 343, 344, 345, and 346, shall issue one share certificate representing all of the respective Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, registered in the name of Riske, which share certificate shall be held by the Depositary until the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, Distributed 346 Shares, Distributed 817 Shares, and Distributed 846 Shares are transferred to the Riske Shareholders and such certificate shall then be cancelled by the Depositary. To facilitate the transfer of the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, to the Riske Shareholders as of the Share Distribution Record Date, Riske shall execute and deliver to the Depositary and the Transfer Agent an irrevocable power of attorney, authorizing them to distribute and transfer the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, to such Riske Shareholders in accordance with the terms of this Plan of Arrangement and each of 341, 343, 344, 345, and 346, shall deliver a treasury order or such other direction to effect such issuance to the Transfer Agent as requested by it.
- 4.3 Recognizing that all of the Riske Class B Preferred Shares issued to the Riske Shareholders pursuant to §3.1(c) will be redeemed by Riske as consideration for the distribution and transfer of the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, under §3.1(e), Riske shall issue one share certificate representing all of the Riske Class B Preferred Shares issued pursuant to §3.1(c) and §3.1(e) in the name of the Depositary, for the benefit of the Riske Shareholders until such Riske Class B Preferred Shares are redeemed, and such certificate shall then be cancelled.
- 4.4 As soon as practicable after the Effective Date, each of 341, 343, 344, 345, and 346, shall cause (through the Transfer Agent) to be issued to the registered holders of Riske Shares as of the Share Distribution Record Date, share certificates representing the respective 341 Shares, 343 Shares, 344 Shares, 345 Shares, or 346 Shares, to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates (or DRS) to be mailed to such registered holders.
- 4.5 From and after the Effective Date, share certificates representing Riske Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.
- 4.6 Riske Shares traded, if any, after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares, and shall not carry any right to receive a portion of the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares.

## **ARTICLE 5 DISSENTING SHAREHOLDERS**

- 5.1 Notwithstanding §3.1 hereof, holders of Riske Shares may exercise rights of dissent (the “**Dissent Right**”) in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in sections 237 – 247 of the *BCBCA* (collectively, the “**Dissent Procedures**”).
- 5.2 Riske Shareholders who duly exercise Dissent Rights with respect to their Riske Shares (“**Dissenting Shares**”) and who:
- (a) are ultimately entitled to be paid fair value for their Dissenting Shares, shall be deemed to have transferred their Dissenting Shares to Riske for cancellation immediately before the Effective Date; or

- (b) for any reason are ultimately not entitled to be paid fair value for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Riske Shareholder and shall receive New Shares, 341 Shares, 343 Shares, 344 Shares, 345 Shares, and 346 Shares, on the same basis as every other non-dissenting Riske Shareholder, and in no case shall Riske be required to recognize such person as holding Riske Shares on or after the Effective Date.

**5.3** If a Riske Shareholder exercises the Dissent Right, Riske shall on the Effective Date set aside and not distribute that portion of the Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, that is attributable to the Riske Shares for which the Dissent Right has been exercised. If the dissenting Riske Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Riske shall distribute to such Riske Shareholder his, her or its pro-rata portion of the respective Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares. If a Riske Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Riske shall retain the portion of Distributed 341 Shares, Distributed 343 Shares, Distributed 344 Shares, Distributed 345 Shares, and Distributed 346 Shares, attributable to such Riske Shareholder (collectively, the “**Non-Distributed Shares**”), and the Non-Distributed Shares shall be dealt with as determined by the board of directors of Riske in its absolute discretion.

## **ARTICLE 6 AMENDMENTS**

**6.1** The Parties may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

- (i) set out in writing;
- (ii) filed with the Court and, if made following the Riske Meeting, approved by the Court; and
- (iii) communicated to holders of Riske Shares, 341 Shares, 343 Shares, 344 Shares, 345 Shares, or 346 Shares, as the case may be, if and as required by the Court.

**6.2** Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Riske at any time prior to the Riske Meeting with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Riske Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

**6.3** Riske, with the consent of the other parties, may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time after the Riske Meeting and prior to the Effective Date with the approval of the Court.

**6.4** Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any of the Parties or any former holder of Riske Shares, 341 Shares, 343 Shares, 344 Shares, 345 Shares, or 346 Shares, as the case may be.

## **ARTICLE 7 REFERENCE DATE**

**7.1** This plan of arrangement is dated for reference the 29<sup>th</sup> day of October, 2014.

## SCHEDULE "A" TO THE PLAN OF ARRANGEMENT

### SPECIAL RIGHTS AND RESTRICTIONS FOR CLASS B PREFERRED SHARES

The Class B Preferred Shares as a class has or shall have attached to them the following special rights and restrictions:

#### Definitions

- (1) **In these Special Rights and Restrictions,**
  - (a) "**Arrangement**" means the arrangement pursuant to Division 5 of Part 9 of the Business Corporations Act (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,
  - (b) "**Arrangement Agreement**" means the Arrangement Agreement dated as of October 29, 2014 between Riske Corporate Services Inc. (the "**Company**"), 1017341 B.C. LTD., 1017343 B.C. LTD., 1017344 B.C. LTD., 1017345 B.C. LTD., and 1017346 B.C. LTD.,
  - (c) "**Old Common Shares**" means the common shares in the authorized share structure of the Company that have been re-designated as class B common shares without par value pursuant to the Plan of Arrangement,
  - (d) "**Effective Date**" means the date upon which the Arrangement becomes effective,
  - (e) "**New Shares**" means the common shares without par value created in the authorized share structure of the Company pursuant to the Plan of Arrangement, and
  - (f) "**Plan of Arrangement**" means the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement.
- (2) The holders of the Class B Preferred Shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.
- (3) Class B Preferred Shares shall only be issued on the exchange of Old Common Shares for New Shares and Class B Preferred Shares pursuant to and in accordance with the Plan of Arrangement.
- (4) The capital to be allocated to the Class B Preferred Shares shall be the amount determined in accordance with §3.1(d) of the Plan of Arrangement.
- (5) The Class B Preferred Shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.
- (6) Any class A preferred share that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.

**SCHEDULE "B"**

**RISKE ASSETS TO BE TRANSFERRED TO 1017341 B.C. LTD.**

A Letter of Intent (and any amendments thereto) between Riske Capital Corp. and Libido Energy Inc. , and \$1,000 cash.

**RISKE ASSETS TO BE TRANSFERRED TO 1017343 B.C. LTD.**

A Letter of Intent (and any amendments thereto) between Riske Capital Corp. and Sunshine Coast Organics , and \$1,000 cash.

**RISKE ASSETS TO BE TRANSFERRED TO 1017344 B.C. LTD.**

A Letter of Intent (and any amendments thereto) between Riske Capital Corp. and Fusion Business Group Inc., and \$1,000 cash.

**RISKE ASSETS TO BE TRANSFERRED TO 1017345 B.C. LTD.**

A Letter of Intent (and any amendments thereto) between Riske Capital Corp. and 680220 B.C. Ltd. , and \$1,000 cash.

**RISKE ASSETS TO BE TRANSFERRED TO 1017346 B.C. LTD.**

A Letter of Intent (and any amendments thereto) between Riske Capital Corp. and Reva Holdings Corp., and \$1,000 cash.