

AMALGAMATION AGREEMENT

BETWEEN

WEEKEND UNLIMITED INC., a corporation subject to the *Business Corporations Act* (Canada)

(hereinafter referred to as “**Weekend**”)

- and –

OPEN SOURCE HEALTH INC., a corporation subject to the *Business Corporations Act* (Alberta)

(hereinafter referred to as “**Open Source**”)

April 19, 2018

Contents

Section	Page
ARTICLE 1 INTERPRETATION.....	1
1.1 Definitions.....	1
1.2 Headings	2
1.3 Interpretation	2
1.4 Invalidity, Etc.	3
1.5 Date for Any Action	3
1.6 Waiver	3
1.7 Entire Agreement	3
1.8 Proper Law and Adjudicating Jurisdiction	3
1.9 Schedules.....	3
ARTICLE 2 THE AMALGAMATION.....	3
2.1 Agreement To Amalgamate	3
2.2 Name	3
2.3 Registered Office	4
2.4 No Restrictions on Transfer of Shares	4
2.5 No Restrictions on Business	4
2.6 Authorized Capital.....	4
2.7 Directors	4
2.8 Conversion of Share Capital	4
2.9 Trading Restriction	5
2.10 Fractions.....	5
2.11 Stated Capital.....	5
2.12 Procedure for the Exchange of Share Certificates.....	5
2.13 Effect of Amalgamation	6
2.14 By-Laws.....	6
2.15 Auditors	6
2.16 Repeal, Amendment or Alteration.....	6
ARTICLE 3 REPRESENTATIONS AND WARRANTIES.....	6
3.1 Representations and Warranties of Open Source	6
3.2 Representations and Warranties of Weekend	9
ARTICLE 4 COVENANTS.....	12
4.1 Covenants of Open Source.....	12
4.2 Covenants of Weekend.....	14
ARTICLE 5 CONDITIONS	15
5.1 Mutual Conditions Precedent.....	15
5.2 Additional Conditions to Obligations of Open Source	15
5.3 Additional Conditions to Obligations of Weekend.....	16
5.4 Merger of Conditions.....	17
ARTICLE 6 AMENDMENT AND TERMINATION	17
6.1 Amendment	17
6.2 Termination	17
ARTICLE 7 GENERAL.....	17
7.1 Notices	17
7.2 Assignment.....	18
7.3 Binding Effect	18
7.4 Survival of Representation and Warranties	18
7.5 Counterparts.....	18

SCHEDULES

Schedule A Articles of Amalgamation of Amalco

Schedule B By-law No. 1 of Amalco

AMALGAMATION AGREEMENT

This Amalgamation Agreement made as of the 19th day of April, 2018.

BETWEEN:

WEEKEND UNLIMITED INC., a corporation subject to the *Business Corporations Act* (Canada) (hereinafter referred to as "**Weekend**")

- and -

OPEN SOURCE HEALTH INC., a corporation subject to the *Business Corporations Act* (Alberta) (hereinafter referred to as ("**Open Source**")

RECITALS:

- A. The parties intend to effect a merger of the shareholdings and operations of Weekend and Open Source through the amalgamation of Open Source and Weekend pursuant to the provisions of the *Business Corporations Act* (Alberta) and on the terms and subject to the conditions hereof;
- B. In consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals, the following terms shall have the following meanings:

- (a) "**Act**" means the *Business Corporations Act* (Alberta), as amended;
- (b) "**Agreement**", "**herein**", "**hereto**", "**hereunder**" and similar expressions mean and refer to this Amalgamation Agreement, as supplemented, modified or amended, and not to any particular Article, Section, schedule or other portion hereof;
- (c) "**Amalco**" means the continuing corporation constituted upon the Amalgamation;
- (d) "**Amalco Common Shares**" means common shares in the capital of Amalco;
- (e) "**Amalgamating Corporations**" means Open Source and Weekend;
- (f) "**Amalgamation**" means the amalgamation of Open Source and Weekend contemplated by this Agreement;
- (g) "**Articles of Amalgamation**" means the Articles of Amalgamation set out in Schedule A hereto;
- (h) "**Certificate of Amalgamation**" means the Certificate of Amalgamation issued pursuant to the Act with respect to the Amalgamation;
- (i) "**CSE**" means the Canadian Securities Exchange;
- (j) "**Effective Date**" means the date shown on the Certificate of Amalgamation to be issued by the Registrar giving effect to the Amalgamation;

- (k) **"Filing Statement"** means that filing statement to be filed by Open Source with the CSE in connection to this transaction in the form of Form 2A – Listing Statement;
- (l) **"Material Adverse Change"** means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights, liabilities, prospects or privileges, whether contractual or otherwise, of Open Source or Weekend, as the case may be, which is materially adverse to the business of Open Source or Weekend, as the case may be, considered as a whole other than a change (i) which has been publicly disclosed prior to the date hereof, (ii) resulting from conditions affecting the health care and cannabis industries a whole, (iii) resulting from cannabis market conditions in Canada or elsewhere, or (iv) resulting from any decline in the stock market, the bond market or the currency exchange markets in Canada;
- (m) **"Open Source Shareholders"** means holders of Open Source Shares;
- (n) **"Open Source Shareholders' Resolution"** means the special resolution of the holders of Open Source Shares approving the Amalgamation;
- (o) **"Open Source Shares"** means the common shares in the capital of Open Source;
- (p) **"Open Source Warrants"** means those warrants entitling the holder to subscribe for Open Source Shares;
- (q) **"Registrar"** means the Registrar of Corporations for the Province of Alberta;
- (r) **"subsidiary"** means a subsidiary as defined in the *Securities Act* (Alberta);
- (s) **"Transfer Agent"** means Computershare Trust Company of Canada in its capacity as registrar and transfer agent for the Open Source Shares;
- (t) **"Weekend Shareholders"** means holders of Weekend Shares;
- (u) **"Weekend Shareholders' Resolution"** means the special resolution of the holders of Weekend Shares approving the Amalgamation;
- (v) **"Weekend Shares"** means the common shares in the capital of Weekend; and
- (w) **"Weekend Warrants"** means those warrants entitling the holder to subscribe for Weekend Shares.

1.2 Headings

The division of this Agreement into Articles, Sections, paragraphs and other subdivisions, the insertion of headings and the provision of a table of contents are for convenience of reference only and shall not affect the construction or interpretation hereof.

1.3 Interpretation

In this Agreement, except where otherwise specified:

- (a) words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa; and

- (b) all references to Articles and Schedules refer, unless otherwise specified, to articles of and schedules to this Agreement.

1.4 Invalidity, Etc.

Any provision hereof which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof.

1.5 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereto 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 Waiver

No waiver or consent by a party to any breach or default by another party shall be effective unless evidenced in writing, executed and delivered by the party so waiving or consenting. No such waiver or consent shall operate as a waiver or consent to any further or other breach or default in relation to the same or any other provision of this Agreement.

1.7 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof.

1.8 Proper Law and Adjudicating Jurisdiction

This Agreement shall be construed in accordance with the laws of Alberta and the federal laws of Canada applicable therein. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of Alberta and agrees that any dispute between them may be litigated in and adjudicated upon by any appropriate court located in Alberta.

1.9 Schedules

The following Schedules form part of this Agreement:

Schedule A – Articles of Amalgamation of Amalco

Schedule B – By-law No. 1 of Amalco

ARTICLE 2 THE AMALGAMATION

2.1 Agreement To Amalgamate

Open Source and Weekend agree to amalgamate pursuant to the Act and to continue as one corporation on the terms and subject to the conditions of this Agreement and as set forth in the Articles of Amalgamation attached as Schedule A hereto.

2.2 Name

The name of Amalco shall be Weekend Unlimited Inc. or such other name to be determined.

2.3 Registered Office

The registered office of Amalco shall be located at 3700, 400 – 3rd Avenue S.W., Calgary, AB T2P 4H2.

2.4 No Restrictions on Transfer of Shares

There shall be no restriction on the transfer of Amalco Common Shares.

2.5 No Restrictions on Business

The business which Amalco may carry on shall not be restricted.

2.6 Authorized Capital

Amalco shall be authorized to issue an unlimited number of one class of shares designated as common shares.

2.7 Directors

The board of directors of Amalco shall consist of a minimum of one director and a maximum of nine directors. The first board of directors shall be comprised of three persons, being those whose names and addresses are set forth below:

<u>NAME</u>	<u>ADDRESS</u>
Cody Corrubia	23 Parket Pass, Cotts Neck, New Jersey 07722
Brian Keane	13 Quintree Lane, Melville, New York 11747
Joel Shacker	1384 Maple Street, Vancouver, British Columbia V6J 3R9

The first directors shall hold office until the earlier of the first annual meeting of Amalco or until their successors are duly appointed or elected.

2.8 Conversion of Share Capital

On the Effective Date, the authorized share capital of Amalco shall be as set forth in Schedule A hereto. The issued and outstanding shares in the capital of each of the Amalgamating Corporations other than any Open Source Shares held by a shareholder who is a dissenting shareholder under the Act at the Effective Date, shall be converted into issued and outstanding Amalco Common Shares or exchanged for Amalco Common Shares on the Effective Date as follows:

- (a) all Open Source Shares (on a post-consolidation basis) shall be exchanged for Amalco Common Shares on the basis of one (1) fully paid and non-assessable Amalco Common Share for every one Open Source Share;
- (b) all Open Source Warrants and Weekend Warrants (on a post-consolidation basis) shall be treated as warrants of Amalco containing identical terms; and
- (c) all Weekend Shares (on a post-consolidation basis) held by Weekend Shareholders shall be exchanged for Amalco Common Shares on the basis of one (1) fully paid and non-assessable Amalco Common Share for every one Weekend Share.

2.9 Trading Restriction

The Amalco Shares arising out of the conversion of the Weekend Shares may be subject to trading restrictions ranging from a 4 month hold to a 36 month formal escrow agreement. Those shareholders of Weekend who purchased \$0.075 units on a pre-consolidated basis, will receive Amalco Shares subject to a 4 month and one day hold from the Effective Date.

2.10 Fractions

Notwithstanding anything herein contained, Amalco shall not be required, upon the exchange of Amalco Common Shares for Weekend Shares, pursuant to the Amalgamation, to issue fractions of Amalco Common Shares or to distribute certificates which evidence fractional Amalco Common Shares. Any fractional Amalco Common Shares to which a holder is entitled shall be aggregated to Amalco to form whole Amalco Common Shares with any remaining fractional Amalco Common Shares rounded up to a whole Amalco Common Share, provided that no beneficial holder shall be entitled to more than one such rounding up.

2.11 Stated Capital

Upon the Amalgamation, the aggregate stated capital of Amalco will be an amount equal to the aggregate of the respective stated capitals for the shares of each of the Amalgamating Corporations immediately before the Effective Date.

2.12 Procedure for the Exchange of Share Certificates

- (a) On the Effective Date, the registered holders of Open Source Shares (with the exception of dissenting Open Source Shareholders) will be deemed to be registered holders of Amalco Common Shares to which they are entitled hereunder and the share certificates evidencing Open Source Shares shall cease to represent any claim upon or interest in Open Source, but rather shall only represent the right of the holder of such Open Source Shares to receive Amalco Common Shares pursuant to the Amalgamation, and in accordance with the terms hereof.
- (b) On the Effective Date, the registered holders of Weekend Shares (with the exception of dissenting Weekend Shareholders) will be deemed to be registered holders of Amalco Common Shares to which they are entitled hereunder and the share certificates evidencing Weekend Shares shall cease to represent any claim upon or interest in Weekend, but rather shall only represent the right of the holder of such Weekend Shares to receive Amalco Common Shares pursuant to the Amalgamation, and in accordance with the terms hereof.
- (c) Prior to or upon approval of the Amalgamation by the Open Source Shareholders, the Transfer Agent will forward or cause to be forwarded a transmittal letter to each former holder of Open Source Shares of record on the Effective Date (other than dissenting shareholders). Each such holder will be entitled to exchange such holder's certificates formerly representing Open Source Shares, for certificates representing Amalco Common Shares, upon surrendering and delivering the certificates formerly representing such holder's Open Source Shares, a duly completed letter of transmittal and such other documents as the Transfer Agent may reasonably require the Transfer Agent or as the Transfer Agent may otherwise direct all in accordance with the instructions contained in the transmittal letters.
- (d) On the Effective Date, share certificates representing Weekend Shares shall be deemed to be of no further effect, and Amalco Common Shares shall be sent to all registered holders of Weekend Shares without any further action required by them.

2.13 Effect of Amalgamation

On the Effective Date, the Amalgamation of Open Source and Weekend and their continuance as one corporation shall become effective and accordingly:

- (a) the property of each of Open Source and Weekend will be the property of Amalco;
- (b) Amalco will be liable for the obligations of each of Open Source and Weekend;
- (c) any existing cause of action, claim or liability to prosecution shall be unaffected;
- (d) any civil, criminal or administrative action or proceeding pending by or against either of Open Source or Weekend may be continued to be prosecuted by or against Amalco; and
- (e) a conviction against, or ruling, order or judgment in favour of or against, either of Open Source and Weekend may be enforced by or against Amalco.

2.14 By-Laws

On the Effective Date, Amalco shall adopt the by-laws set out in Schedule B hereto.

2.15 Auditors

The auditor of Amalco will be MNP LLP which shall hold office until the first annual meeting of Amalco following the Amalgamation or until the successors are elected or appointed.

2.16 Repeal, Amendment or Alteration

All matters relating to Amalco provided for in this Article 2 may, after the Effective Date, be repealed, amended or altered by Amalco pursuant to the Act, its articles of amalgamation or its by-laws.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Open Source

Open Source represents and warrants to and in favour of Weekend as follows, and acknowledges that Weekend is relying upon such representations and warranties:

- (a) Open Source is a corporation duly incorporated and validly existing under the laws of Alberta and has the corporate power and capacity to own or lease its property and assets, to carry on its business as now conducted by it, to enter into this Agreement, and to perform its obligations hereunder and is qualified to carry on business under the laws of each jurisdiction in which it carries on business;
- (b) the authorized capital of Open Source consists of an unlimited number of Open Source Shares, of which as at the date hereof, a total of 112,119,221 Open Source Shares and 110,089,833 Open Source Warrants were issued and outstanding; and all of the issued and outstanding Open Source Shares are fully paid and non-assessable. Except as set forth above, there are no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Open Source of any shares of Open Source (including the Open Source Shares), or any securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of Open Source nor are there any outstanding stock appreciation

rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attribute of Open Source;

- (c) the execution and delivery of this Agreement and all documents to be delivered pursuant hereto and the completion of the transactions contemplated hereby:
 - (i) do not and will not result in the breach of, or violate any term or provision of the articles or by-laws of Open Source;
 - (ii) do not, and will not as of the Effective Date, conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, license, permit or authority to which Open Source is a party or by which it is bound and which is material to Open Source or to which any material property of Open Source is subject, or result in the creation of any encumbrance upon any of the assets of Open Source under any such agreement, instrument, license, permit or authority, or give to any person any interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, license, permit or authority or give to any person any interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, license, permit or authority; and
 - (iii) do not, and will not as of the Effective Date, violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable and known to Open Source, the breach of which would have a material adverse effect on Open Source;
- (d) there are no agreements, covenants, undertakings, consents or other commitments of Open Source or any partnership or joint venture in which Open Source is a partner or any instruments binding on Open Source or any of its respective properties (except as disclosed in writing to Weekend prior to the date hereof):
 - (i) which would preclude Open Source from entering into the transactions contemplated in this Agreement;
 - (ii) under which the transactions contemplated in this Agreement would have the effect of imposing restrictions or obligations on Open Source greater than those imposed upon such corporation or any such partnership or joint venture at the date hereof;
 - (iii) under which the transactions contemplated in this Agreement provide a right to a third party to terminate any material contract to which Open Source or any such partnership or joint venture is a party or to purchase any of their respective assets; or
 - (iv) which would impose restrictions on the ability of Open Source:
 - (A) to carry on any business which it might choose to carry on within any geographical area;
 - (B) to acquire property or dispose of property and assets as an entirety;
 - (C) to pay any dividends and make other distributions to its shareholders;

- (D) to borrow money and to mortgage and pledge its property as security therefor; or
 - (E) to change its corporate status;
- (e) there are no actions, suits, proceedings, claims or investigations commenced or, to the knowledge of Open Source, contemplated or threatened against or affecting Open Source in law or in equity before or by any domestic or foreign government department, commission, board, bureau, court, agency, arbitrator, or instrumentality of any kind, nor, to the knowledge of Open Source after due inquiry, are there any facts which may reasonably be expected to be a proper basis for any actions, suits, proceedings or investigations (other than in connection with the exercise of rights of dissent referred to in the Amalgamation) which in any case would prevent or hinder the completion of the transactions contemplated by this Agreement or which can reasonably be expected to have a material adverse effect on the business, operations, properties, assets or affairs, financial or otherwise, of Open Source;
- (f) the execution and delivery of this Agreement and the completion of the transactions contemplated hereby have been duly approved by the board of directors of Open Source and this Agreement constitutes a valid and binding obligation of Open Source enforceable against it in accordance with its terms;
- (g) the Amalgamation, upon the terms and subject to the conditions herein has been consented to by Open Source, and Open Source's board of directors, after receiving the necessary reviews, has determined unanimously that (i) the Amalgamation and this Agreement are fair to the Open Source Shareholders and are in the best interests of Open Source and the Open Source Shareholders, and (ii) it will recommend approval of the Amalgamation by the Open Source Shareholders provided that the Amalgamation Agreement is not amended except in accordance with the terms of this Agreement;
- (h) the minute books of Open Source are true and correct and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof;
- (i) the books of account and other records of Open Source whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practices and, as applicable, generally accepted accounting principles;
- (j) Open Source has not declared or paid any dividend or made any distribution of its properties or assets to its shareholders, has made any changes in its constating documents or by-laws and has disposed of any of its assets or incurred any indebtedness (except as disclosed in writing to Weekend prior to the execution hereof or incurred in the ordinary course of business);
- (k) Open Source's financial statements for the 3 months ended December 31, 2017 have been prepared in accordance with generally accepted accounting principles applicable in Canada on a consistent basis with prior periods (except as stated therein) and present fairly its financial position as of the dates provided therein and the results of its operations and the changes in financial position for the periods then ended;
- (l) Open Source is a reporting issuer in good standing in British Columbia, Alberta and Ontario;
- (m) Open Source has duly and timely filed, in proper form, returns in respect of taxes under the *Income Tax Act* (Canada), the *Alberta Corporate Tax Act*, the income tax legislation of any other province of Canada or any foreign country having jurisdiction over its affairs,

and similar legislation of other provinces having jurisdiction over its affairs, for all periods to and including 2009, and all taxes shown thereon and all taxes now owing have been paid and there are no outstanding agreements or waivers extending the statutory period of limitations applicable to any federal, provincial or other income tax return for any period, and all payments to any non-resident of Canada have been made in accordance with all applicable legislation in respect of withholding tax; there are no assessments or reassessments pursuant to which there are amounts owing or discussions in respect thereof with any taxing authority; Open Source has withheld from each payment made to any of its officers, directors and employees and former officers, directors and employees the amount of all taxes (including, without limitation, income tax) and other deductions required to be withheld therefrom and has paid the same to the proper tax or other authority within the time required under any applicable tax legislation;

- (n) Open Source is not in default in any material respect with respect to any applicable law, regulation, rule or policy applicable to it, any material permit held by it, any order, writ, injunction or decree of any court or governmental department, commission, bureau, board, agency or instrumentality, domestic or foreign, or any arbitration panel applicable to it;
- (o) there has been no Material Adverse Change in the business or condition, financial or otherwise of Open Source from the financial position as set forth in Open Source's audited financial statements as of September 30, 2017;
- (p) the material properties and assets of Open Source are free and clear of all mortgages, pledges, liens, charges, burdens and encumbrances (other than those previously disclosed in writing to Weekend and other than those burdens and encumbrances which do not and will not have a material adverse effect on the ownership or operation of such assets and properties ("permitted encumbrances")) and other than permitted encumbrances, Open Source has not done any act or suffered or permitted any action to be done whereby any person has acquired or may acquire an interest in or to such material properties or assets, nor has Open Source done any act, omitted to do any act or permitted any act to be done that may adversely affect or defeat its title to any of its material properties or assets;
- (q) Open Source is not liable for any finders', brokerage or agency fees in connection with the transactions contemplated by this Agreement;
- (r) there are reasonable grounds for believing that:
 - (i) Amalco will be able to pay its liabilities as they become due; and
 - (ii) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
- (s) there are reasonable grounds for believing that no creditor of Amalco will be prejudiced by the Amalgamation.

3.2 Representations and Warranties of Weekend

Weekend represents and warrants to and in favour of Open Source as follows, and acknowledges that Open Source is relying upon such representations and warranties:

- (a) Weekend is duly incorporated and validly existing under the laws of Canada and has the corporate power and capacity to own or lease its property and assets, to carry on its business as now conducted by it, to enter into this Agreement, and to perform its

obligations hereunder and is qualified to carry on business under the laws of each jurisdiction in which it carries on business;

- (b) the authorized capital of Weekend consists of an unlimited number of Weekend Shares, which as at the date hereof 236,598,880 Weekend Shares and 225,598,880 Weekend Warrants were issued and outstanding; and all of the issued and outstanding Weekend Shares are, or will be upon due and proper exercise of Weekend Warrants once issued, fully paid and non-assessable. Except as set forth above, there are no options, warrants or other rights, agreements or commitments of any character whatsoever requiring the issuance, sale or transfer by Weekend of any shares of Weekend (including Weekend Shares), or any securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any shares of Weekend, nor are there any outstanding stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or other attribute of Weekend;
- (c) the execution and delivery of this Agreement and all documents to be delivered pursuant hereto and the completion of the transactions contemplated hereby:
 - (i) do not and will not result in the breach of, or violate any term or provision of the articles or by-laws of Weekend;
 - (ii) do not, and will not as of the Effective Date, conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, license, permit or authority to which Weekend is a party or by which it is bound and which is material to Weekend or to which any material property of Weekend is subject, or result in the creation of any encumbrance upon any of the assets of Weekend under any such agreement, instrument, license, permit or authority, or give to any person any interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, license, permit or authority; and
 - (iii) do not, and will not as of the Effective Date, violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable and known to Weekend, the breach of which would have a material adverse effect on Weekend;
- (d) there are no agreements, covenants, undertakings, consents or other commitments of Weekend or any partnership or joint venture in which Weekend is a partner or any instruments binding on Weekend or its properties (except as disclosed in writing to Open Source prior to the date hereof) which would preclude Weekend from entering into the transactions contemplated in this Agreement;
- (e) there are no actions, suits, proceedings, claims or investigations commenced or, to the knowledge of Weekend, contemplated or threatened against or affecting Weekend in law or in equity before or by any domestic or foreign government department, commission, board, bureau, court, agency, arbitrator, or instrumentality of any kind, nor, to the knowledge of Weekend after due inquiry, are there any facts which may reasonably be expected to be a proper basis for any actions, suits, proceedings or investigations (other than in connection with the exercise of rights of dissent by Weekend Shareholders in respect of the transactions contemplated hereby) which in either case would prevent or hinder the completion of the transactions contemplated by this Agreement or which can reasonably be expected to have a material adverse effect on the business, operations, properties, assets or affairs, financial or otherwise, of Weekend;

- (f) the execution and delivery of this Agreement and the completion of the transactions contemplated hereby have been duly approved by the board of directors of Weekend and this Agreement constitutes a valid and binding obligation of Weekend enforceable against it in accordance with its terms;
- (g) the Amalgamation, upon the terms and subject to the conditions herein has been consented to by Weekend, and Weekend's board of directors, after receiving the necessary reviews, has determined unanimously that the Amalgamation and this Agreement are fair to the holders of Weekend Shares and are in the best interests of Weekend and the holders of Weekend Shares;
- (h) as of the dates as of which the information is given, the information to be set forth in the Filing Statement with respect to Weekend will be true and complete in all material respects and shall not contain any misrepresentations as defined in applicable securities legislation as of the date of the Filing Statement;
- (i) the minute books of Weekend are true and correct and contain the minutes of all meetings and all resolutions of the directors and shareholders thereof;
- (j) the books of account and other records of Weekend whether of a financial or accounting nature or otherwise, have been maintained in accordance with prudent business practices and, as applicable, generally accepted accounting principles;
- (k) Weekend has not declared or paid any dividend or made any distribution of its properties or assets to its shareholders, has not made any changes in its constating documents or by-laws and has not disposed of any of its assets or incurred any indebtedness (except as disclosed in writing to Open Source prior to the execution hereof or incurred in the ordinary course of business);
- (l) Weekend's financial statements as of September 30, 2017 have been prepared in accordance with generally accepted accounting principles applicable in Canada on a consistent basis with prior periods (except as stated therein) and present fairly its financial position as of the dates provided therein and the results of its operations and the changes in financial position for the periods then ended;
- (m) Weekend is not a reporting issuer in any province of Canada;
- (n) Weekend has duly and timely filed, in proper form, returns in respect of taxes under the *Income Tax Act* (Canada), the income tax legislation of any other province of Canada or any foreign country having jurisdiction over its affairs, and similar legislation of other provinces having jurisdiction over its affairs, for all periods to and including 2017, and all taxes shown thereon and all taxes now owing have been paid and there are no outstanding agreements or waivers extending the statutory period of limitations applicable to any federal, provincial or other income tax return for any period, and all payments to any non-resident of Canada have been made in accordance with all applicable legislation in respect of withholding tax; there are no assessments or reassessments pursuant to which there are amounts owing or discussions in respect thereof with any taxing authority; Weekend has withheld from each payment made to any of its officers, directors and employees and former officers, directors and employees the amount of all taxes (including, without limitation, income tax) and other deductions required to be withheld therefrom and has paid the same to the proper tax or other authority within the time required under any applicable tax legislation;
- (o) Weekend is not in default in any material respect with respect to any applicable law, regulation, rule or policy applicable to it, any material permit held by it, any order, writ,

injunction or decree of any court or governmental department, commission, bureau, board, agency or instrumentality, domestic or foreign, or any arbitration panel applicable to it;

- (p) there has been no Material Adverse Change in the business or condition, financial or otherwise of Weekend from the financial position as set forth in Weekend's audited financial statements as of September 30, 2017;
- (q) there are reasonable grounds for believing that:
 - (i) Amalco will be able to pay its liabilities as they become due; and
 - (ii) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
- (r) there are reasonable grounds for believing that no creditor of Amalco will be prejudiced by the Amalgamation.

ARTICLE 4 COVENANTS

4.1 Covenants of Open Source

Open Source hereby covenants and agrees, to and including the Effective Date, that it will:

- (a) take all action necessary to give effect to the transactions contemplated by this Agreement;
- (b) allow Weekend and its representatives and agents full access during normal business hours, and upon reasonable notice after normal business hours, to all of the assets, properties, books, records, agreements and commitments of Open Source, wherever situate, and provide all such information concerning Open Source as Weekend may reasonably request;
- (c) not enter into any material transaction without the prior written consent of Weekend, not to be unreasonably withheld;
- (d) except in respect of existing commitments which it has disclosed in writing to Weekend, not make or authorize, without the prior written consent of Weekend, not to be unreasonably withheld, any commitments or capital expenditure in respect of any of its properties or assets which exceeds \$15,000 individually or \$25,000 in the aggregate;
- (e) use its best efforts to cause each of the conditions precedent set forth herein which are within its control to be satisfied on or before the Effective Date;
- (f) except pursuant to the exercise of Open Source Warrants, not issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities of Open Source or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire securities of Open Source;
- (g) except as contemplated herein, not amend any existing employment, consulting or option agreement nor enter into any employment, consulting or severance agreement or other similar arrangement with any director or senior officer of Open Source or any other person, without the prior written consent of Weekend, not to be unreasonably withheld;

- (h) not declare or pay any dividends or make any distribution of its properties or assets to any of its shareholders or to others or retire, redeem or otherwise acquire any Open Source Shares or other securities;
- (i) other than for a 2 to 1 consolidation on or prior to the Effective Date not split, combine or reclassify any of the Open Source Shares or other securities;
- (j) not adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation, or reorganization of Open Source;
- (k) in all material respects, conduct itself so as to keep Weekend fully informed as to the business and affairs of Open Source;
- (l) permit Weekend reasonable opportunity to review any income tax returns of Open Source prior to filing the same with tax authorities;
- (m) not acquire (by merger, amalgamation, consolidation or acquisition of securities or assets) any corporation, partnership or other business organization or division thereof, or make any investment either by purchase of shares or securities, contributions of capital, property transfer, or, except in the ordinary course of business, purchase any property or assets of any other individual or entity in each case having a value in excess of \$100,000.
- (n) not incur any indebtedness for borrowed money or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for, the obligations of any other individual or entity, or make any loans or advances, except in the ordinary course of business and in any event neither Open Source shall incur any obligation of any kind, in excess of \$100,000 individually or \$200,000 in the aggregate;
- (o) not waive, release, grant or transfer any rights of material value or modify or change in any material respect any existing material license, lease, contract, production sharing agreement, government land concession or other document, other than in the ordinary course of business, consistent with past practice.
- (p) not act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the transactions contemplated by this Agreement;
- (q) not sell, pledge, transfer or dispose of or acquire or enter into any agreements for the sale, pledge, transfer or disposition or acquisition of any properties or assets;
- (r) within two business days of receipt, of any written audit inquiry, assessment, reassessment, confirmation or variation of an assessment, indication that an assessment is being considered, request for filing of a waiver or extension of time of any notice in writing relating to taxes, interest, penalties or losses (an "**Assessment**") deliver to Weekend a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of Open Source on the assumption that such Assessment is valid and binding;
- (s) as soon as reasonably practical notify Weekend of any actual, imminent or incipient Material Adverse Change, in its business or affairs;
- (t) not engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement;

- (u) not disclose to any person, other than officers, directors and key employees and professional advisors of Open Source any confidential information relating to Weekend except information disclosed in the Filing Statement, required to be disclosed by law, or otherwise publicly known;
- (v) except as specifically provided for hereunder, not alter or amend its articles of incorporation or by-laws as the same exist at the date of this Agreement;
- (w) with Weekend, to apply to the CSE for approval of the issuance of the Amalco Common Shares pursuant to the Amalgamation and the listing of the Amalco Common Shares on the CSE; and
- (x) take all necessary steps to effect the amalgamation on the Effective Date.

4.2 Covenants of Weekend

Weekend covenants and agrees that, to and including the Effective Date, it will:

- (a) take all action necessary to give effect to the transactions contemplated by this Agreement;
- (b) with Open Source, apply to the CSE for approval of the issuance of the Amalco Common Shares pursuant to the Amalgamation and the listing of the Amalco Common Shares on the CSE;
- (c) conduct its operations in the ordinary and normal course of business and consistent with past practice and in accordance with applicable laws, generally accepted industry practice, and any operating and other agreements applicable to its properties and assets and shall use all commercially reasonable efforts to maintain and preserve its business organization, assets and advantageous business and government relationships;
- (d) use its best efforts to cause each of the conditions precedent set forth herein which are within its control to be satisfied on or before the Effective Date;
- (e) not declare or pay any dividends or make any distribution of its properties or assets to any of its shareholders or to others or retire, redeem or otherwise acquire any Weekend Shares or other securities;
- (f) not split, combine or reclassify any of the Weekend Shares or other securities other than a 2 to 1 consolidation on or prior to the Effective Date;
- (g) not adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation, or reorganisation or Weekend;
- (h) in all material respects, conduct itself so as to keep Open Source fully informed as to the business and affairs of Weekend;
- (i) not act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the transactions contemplated by this Agreement;
- (j) within two business days of receipt, of any Assessment and deliver to Open Source a copy thereof together with a statement setting out, to the extent then determinable, an estimate of the obligations, if any, of Weekend, on the assumption that such Assessment is valid and binding;

- (k) as soon as reasonably practical, notify Open Source of any actual, imminent or incipient Material Adverse Change, in its business or affairs;
- (l) not engage in any business, enterprise or other activity different from that carried on by it at the date of this Agreement;
- (m) not disclose to any person, other than officers, directors and key employees and professional advisors any confidential information relating to Open Source except information disclosed in the Filing Statement, required to be disclosed by law, or otherwise publicly known;
- (n) except as specifically provided for hereunder, not alter or amend its articles of incorporation or by-laws as the same exist at the date of this Agreement; and
- (o) take all necessary steps to effect the amalgamation on the Effective Date.

ARTICLE 5 CONDITIONS

5.1 Mutual Conditions Precedent

The respective obligations of Weekend and Open Source to complete the transactions contemplated by this Agreement shall be subject to the fulfilment or satisfaction, on or before the Effective Date, of each of the following conditions:

- (a) Weekend has continued under the provisions of the Act;
- (b) the Amalgamation shall have been approved by the shareholders of Open Source and the shareholders of Weekend in accordance with the Act and the *Canada Business Corporations Act* (Federal), respectively and any applicable regulatory requirements;
- (c) the Articles of Amalgamation, in form and substance satisfactory to Weekend and Open Source, acting reasonably, shall have been accepted for filing by the Registrar;
- (d) the CSE shall have conditionally approved this transaction and the additional listing thereon of the Amalco Common Shares to be issued in connection with the Amalgamation as of the Effective Date, or as soon as practicable thereafter, subject to compliance with the usual requirements of the CSE;
- (e) there shall not be in force any order or decree of a court of competent jurisdiction or of any federal, provincial, municipal or other governmental department, commission, board, agency or regulatory body restraining, interfering with or enjoining the consummation of the transactions contemplated by this Agreement; and
- (f) all necessary regulatory and similar reviews, rulings, orders, consents and approvals necessary under applicable legislation, regulation or policy shall with respect to the transactions contemplated hereby have been completed or obtained.

The foregoing conditions precedent shall be for the mutual benefit of the parties hereto and may not be waived in whole or in part unless waived by each of them.

5.2 Additional Conditions to Obligations of Open Source

In addition to the conditions contained in Section 5.1, the obligation of Open Source to complete the transactions contemplated by this Agreement is subject to the fulfilment or satisfaction, on or before the

Effective Date, of each of the following conditions, any of which may be waived by Open Source without prejudice to its right to rely on any other condition:

- (a) each of the covenants, acts and undertakings of Weekend to be performed or complied with on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed or complied with;
- (b) Weekend shall have furnished Open Source with:
 - (i) a certified copy of a resolution duly passed by the board of directors of Weekend, indicating that the board of directors, after receiving the necessary reviews, has determined unanimously that the Amalgamation and this Agreement are fair to the holders of Weekend Shares and are in the best interests of Weekend and the holders of Weekend Shares, approving the information concerning Weekend contained in the Filing Statement and approving this Agreement and the completion of the transactions contemplated hereby including the Amalgamation; and
 - (ii) a certified copy of the shareholders' resolution approving the Amalgamation pursuant to the terms of this Agreement; and
- (c) except as affected by the transactions contemplated by this Agreement, the representations and warranties of Weekend contained in Article 3 shall be true in all material respects with the same effect as if made at and as of the Effective Date and Open Source shall have received a certificate of a senior officer of Weekend to that effect dated the Effective Date, and Open Source shall have no knowledge to the contrary.

5.3 Additional Conditions to Obligations of Weekend

In addition to the conditions contained in Section 5.1, the obligation of Weekend to complete the transactions contemplated by this Agreement is subject to the fulfilment or satisfaction, on or before the Effective Date, of each of the following conditions, any of which may be waived by Weekend without prejudice to its right to rely on any other condition:

- (a) each of the covenants, acts and undertakings of Open Source to be performed or complied with on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed or complied with;
- (b) Open Source shall have furnished Weekend with:
 - (i) a certified copy of a resolution duly passed by the board of directors of Open Source indicating that the board of directors, after receiving the necessary reviews, has determined unanimously that (A) the Amalgamation and this Agreement are fair to the Open Source Shareholders and are in the best interests of Open Source and the Open Source Shareholders, and (B) approving this Agreement and the completion of the transactions contemplated hereby including the Amalgamation; and
 - (ii) a certified copy of the Open Source Shareholders' Resolution; and
- (c) except as affected by the transactions contemplated by this Agreement, the representations and warranties of Open Source contained in Article 3 shall be true in all material respects with the same effect as if made at and as of the Effective Date; and Weekend shall have received a certificate of a senior officer of Open Source to that effect dated the Effective Date, and Weekend shall have no knowledge to the contrary;

5.4 Merger of Conditions

The conditions set out in Section 5.1, 5.2 and 5.3 shall be conclusively deemed to have been satisfied, waived or released on the filing of Articles of Amalgamation under the Act.

ARTICLE 6 AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement may, at any time and from time to time before and after the date of the Open Source Shareholders' Resolution but not later than the Effective Date, be amended by written agreement of the parties hereto without further notice to or authorization on the part of the holders of Open Source Shares or Weekend Shares. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for performance of any of the obligations or acts of the parties hereto;
- (b) waive any inaccuracies or modify any of the covenants contained herein or in any document to be delivered pursuant hereto; or
- (c) waive compliance with or modify any of the covenants herein contained or waive or modify performance of any of the obligations of the parties hereto;

provided that, notwithstanding the foregoing, the consideration to be received by the Open Source Shareholders shall not be decreased without the approval of the Open Source Shareholders given in the same manner as required for the approval of the Amalgamation.

6.2 Termination

This Agreement may, at any time prior to the Effective Date, be terminated by written agreement of Weekend and Open Source without further action on the part of the holders of Open Source Shares or Weekend Shares.

This agreement shall be terminated without further action on the part of the holders of Open Source Shares or Weekend Shares if the Certificate of Amalgamation giving effect to the Agreement has not been obtained from the Registrar on or before December 31, 2018.

In the event of termination of this Agreement as provided for in this Section 6.2, this Agreement shall forthwith have no further force or effect and there shall be no liability on the part of Open Source or Weekend hereunder. Nothing contained in this Agreement shall, however, relieve any party from liability for any breach (provided the breach occurred prior to termination of this Agreement) of any provision of this Agreement.

ARTICLE 7 GENERAL

7.1 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 served personally or by telex or telecopy, in the case of Weekend or Open Source addressed to:

Weekend Unlimited Inc.
Suite 734, 1055 Dunsmuir Street,
Vancouver, British Columbia Canada

V7X 1B1

Attention: Cody Corrubia
Email: codycorrubia@gmail.com

Open Source Health Inc.
Suite 400, 365 Bay Street,
Toronto, Ontario, Canada
M5H 2V1

Attention: George Tsafalas
Email: gtsafalas@icloud.com

or such other address of which a party may, from time to time, advise the other parties hereto by notice in writing given in accordance with the foregoing. Date of receipt of any such notice shall be deemed to be the date of delivery thereof.

7.2 Assignment

No party may assign its rights or obligations under this Agreement or pursuant to the Amalgamation without the prior written consent of the other parties hereto.

7.3 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns.

7.4 Survival of Representation and Warranties

The representations and warranties herein shall survive the performance of the parties respective obligations hereunder and the termination of this Agreement but shall expire after the Effective Date.

7.5 Counterparts

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

[Remainder of page intentionally left blank]

WEEKEND UNLIMITED INC.

Per: (signed) "Cody Corrubia" _____

Name: Cody Corrubia

Title: Chief Executive Officer

OPEN SOURCE HEALTH INC.

Per: (signed) "George Tsafalas" _____

Name: George Tsafalas

Title: Director

SCHEDULE A
ARTICLES OF AMALGAMATION OF AMALCO

This information is collected in accordance with the *Business Corporations Act*. It is required to collect an amalgamated Alberta corporation's articles for the purpose of issuing a certificate of amalgamation. Collection is authorized under s. 33(a) of the *Freedom of Information and Protection of Privacy Act*. Questions about the collection can be directed to Service Alberta Contact Centre staff at cr@gov.ab.ca or 780-427-7013 (toll-free 310-0000 within Alberta).

1. Name of Amalgamated Corporation

WEEKEND UNLIMITED INC.

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

The Corporation is authorized to issue an unlimited number of Common Shares.

3. Restrictions on share transfers (if any):

None

4. Number, or minimum and maximum number of directors that the corporation may have:

Minimum 1 and Maximum 9

5. If the corporation is restricted FROM carrying on a certain business or restricted TO carrying on a certain business, specify the restrictions

None

6. Other rules or provisions (if any):

The attached Schedule is incorporated into and forms part of the Articles of the Corporation.

7. Amalgamating Corporations

Name

Open Source Health Inc.

Weekend Unlimited Inc.

Corporate Access Number

209247857

●

8. Authorized Representative/Authorized Signing Authority for the Corporation

Last Name, First Name, Middle Name (optional)

Relationship to Corporation

Telephone Number (optional)

Email Address (optional)

Date of submission (yyyy-mm-dd)

Signature

THIS SCHEDULE IS INCORPORATED INTO
AND FORMS PART OF THE ARTICLES OF
WEEKEND UNLIMITED INC. (the "Corporation")

OTHER RULES OR PROVISIONS (IF ANY):

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

Meetings of the shareholders may be held at such place outside of Alberta as the board shall determine.

SCHEDULE B
BY-LAW NO. 1 OF AMALCO

BY-LAW NO. 1

A By-Law relating generally to the transaction of the business and affairs of **Weekend Unlimited Inc.**

CONTENTS

<u>SECTION</u>	<u>SUBJECT</u>
One	Interpretation
Two	Business of the Corporation
Three	Directors
Four	Committees
Five	Protection of Directors and Officers
Six	Shares
Seven	Dividends
Eight	Meetings of Shareholders
Nine	Notices
Ten	Effective Date

IT IS HEREBY ENACTED as By-law No. 1 of **Weekend Unlimited Inc.** (hereinafter called the "Corporation") as follows:

SECTION ONE **INTERPRETATION**

1.01 **Definitions**

In the by-laws of the Corporation, unless the context otherwise requires:

"Act" means the *Business Corporations Act* of Alberta, and any statute that may be substituted therefor, including the regulations thereunder, as from time to time amended;

"appoint" includes "elect" and vice versa;

"articles" means the articles of the Corporation, as defined in the Act, and includes any amendments thereto;

"board" means the board of directors of the Corporation;

"by-laws" means this by-law and all other by-laws of the Corporation from time to time in force and effect;

"meeting of shareholders" means any meeting of shareholders, including any meeting of one or more classes or series of shareholders;

"recorded address" means, in the case of a shareholder, the address of such shareholder as recorded in the securities register; in the case of joint shareholders, the address appearing in the securities register in respect of such joint holding or the first address so appearing if there are more than one; and, in the case of a director, officer, auditor or member of a committee of the board, the latest address of such person as recorded in the records of the Corporation; and

"signing officer" means, in relation to any instrument, any person authorized to sign the same on behalf of the Corporation by Section 2.03 or by a resolution passed pursuant thereto.

Save as aforesaid, words and expressions defined in the Act have the same meanings when used herein; and words importing the singular number include the plural and vice versa; words importing gender include the masculine, feminine and neuter genders; and words importing persons include individuals, bodies corporate, partnerships, trusts, unincorporated organizations and personal representatives.

1.02 Conflict with the Act, the Articles or any Unanimous Shareholder Agreement

To the extent of any conflict between the provisions of the by-laws and the provisions of the Act, the articles or any unanimous shareholder agreement relating to the Corporation, the provisions of the Act, the articles or the unanimous shareholder agreement shall govern.

1.03 Headings and Sections

The headings used throughout the by-laws are inserted for convenience of reference only and are not to be used as an aid in the interpretation of the by-laws. "Section" followed by a number means or refers to the specified section of this by-law.

1.04 Invalidity of any Provision of By-laws

The invalidity or unenforceability of any provision of the by-laws shall not affect the validity or enforceability of the remaining provisions of the by-laws.

SECTION TWO **BUSINESS OF THE CORPORATION**

2.01 Corporate Seal

The corporate seal of the Corporation, if any, shall be in such form as the board may from time to time by resolution approve.

2.02 Financial Year

The financial year of the Corporation shall end on such date in each year as the board may from time to time by resolution determine.

2.03 Execution of Instruments

Deeds, transfers, assignments, contracts, mortgages, charges, obligations, certificates and other instruments of any nature whatsoever (collectively "instruments") shall be signed on behalf of the Corporation by two persons, one of whom holds the office of chair of the board, president, vice president or director and the other of whom holds one of the said offices or the office of secretary, treasurer,

assistant secretary or assistant treasurer or any other office created by resolution of the board. In addition, the board is authorized from time to time by resolution to appoint any person or persons on behalf of the Corporation either to sign instruments in writing generally or to sign specific instruments. Any signing officer may affix the corporate seal to any instrument requiring the same.

2.04 Execution in Counterpart, By Facsimile, and by Electronic Signature

(a) Subject to the Act, any instrument or document required or permitted to be executed by one or more persons on behalf of the Corporation may be signed by electronic means or by facsimile; and

(b) Any instrument or document required or permitted to be executed by one or more persons may be executed in separate counterparts, each of which when duly executed by one or more of such persons shall be an original and all such counterparts together shall constitute one and the same such instrument or document.

2.05 Banking Arrangements

The banking business of the Corporation including, without limitation, the borrowing of money and the giving of security therefor, shall be transacted with such banks, trust companies or other bodies corporate or organizations as may from time to time be authorized by the board. Such banking business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the board may from time to time prescribe or authorize.

2.06 Voting Rights in Other Bodies Corporate

The signing officers may execute and deliver proxies and arrange for the issuance of voting certificates or other evidence of the right to exercise the voting rights attaching to any securities held by the Corporation. Such instruments, certificates or other evidence shall be in favour of such person or persons as may be determined by the persons executing such proxies or arranging for the issuance of voting certificates or such other evidence of the right to exercise such voting rights. In addition, the board or, failing the board, the signing officers may from time to time direct the manner in which and the person or persons by whom any particular voting rights or class of voting rights may or shall be exercised.

2.07 Divisions

The board may from time to time cause the business and operations of the Corporation or any part thereof to be divided into one or more divisions upon such basis, including without limitation, types of business or operations, geographical territories, product lines or goods or services, as the board may consider appropriate in each case. From time to time the board may authorize upon such basis as may be considered appropriate in each case:

- (a) the designation of any such division by, and the carrying on of the business and operations of any such division under, a name other than the name of the Corporation; provided that the Corporation shall set out its name in legible characters in all contracts, invoices, negotiable instruments and orders for goods or services issued or made by or on behalf of the Corporation; and
- (b) the appointment of officers for any such division and the determination of their powers and duties, provided that any such officers shall not, as such, be officers of the Corporation.

SECTION THREE

DIRECTORS

3.01 Number of Directors

The board shall consist of the number of directors provided in the articles, or, if a minimum number and a maximum number of directors is so provided, the number of directors of the Corporation shall be determined from time to time by ordinary resolution of the shareholders, or in the absence of such resolution, by resolution of the directors.

3.02 Calling and Notice of Meetings

Meetings of the board shall be called and held at such time and at such place as the board, the chair of the board, the president or any two directors may determine, and the secretary or any other officer shall give notice of meetings when directed or authorized by such persons. Notice of each meeting of the board shall be given in the manner provided in Section Nine to each director not less than forty-eight hours before the time when the meeting is to be held unless waived in accordance with the Act. A notice of a meeting of directors need not specify the purpose of or the business to be transacted at the meeting, except where required by the Act. Notwithstanding the foregoing, the board may from time to time fix a day or days in any month or months for regular meetings of the board at a place and hour to be named, in which case no other notice shall be required for any such regular meeting except where the Act requires specification of the purpose or the business to be transacted thereat. Provided that a quorum of directors is present, each newly elected board may, without notice, hold its first meeting following the meeting of shareholders at which such board was elected.

3.03 Place of Meetings

Meetings of the board may be held at any place in or outside Alberta.

3.04 Meetings by Telephonic, Electronic or Other Communication Facility

A director may participate in a meeting of the board or of a committee of the board by electronic means, telephone or other communication facilities that permit all persons participating in the meeting to hear each other. A director participating in such a meeting in such manner shall be considered present at the meeting and at the place of the meeting.

3.05 Quorum

Subject to the requirements under the Act requiring resident Canadians to be present at any meeting of the board, the quorum for the transaction of business at any meeting of the board shall consist of two directors or such greater number of directors as the board may from time to time determine, provided that, if the board consists of only one director, the quorum for the transaction of business at any meeting of the board shall consist of one director.

3.06 Chair

The chair of any meeting of the board shall be the director present at the meeting who is the first mentioned of the following officers as have been appointed: chair of the board, president or a vice-president (in order of seniority). If no such officer is present, the directors present shall choose one of their number to be chair. If the secretary of the Corporation is absent, the chair of the meeting shall appoint some person, who need not be a director, to act as secretary of the meeting.

3.07 Action by the Board

At all meetings of the board every question shall be decided by a majority of the votes cast on the question. A director participating in a meeting by electronic means, telephone or other communication facilities may vote by means of such facility. In case of an equality of votes the chair of the meeting shall not be entitled to a second or casting vote. The powers of the board may also be exercised by resolution in writing signed by all the directors who would be entitled to vote on that resolution at a meeting of the board.

3.08 Adjourned Meeting

Any meeting of directors may be adjourned from time to time by the chair of the meeting, with the consent of the meeting, to a fixed time and place. The adjourned meeting shall be duly constituted if a quorum is present and if it is held in accordance with the terms of the adjournment. If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment.

3.09 Remuneration and Expenses

The directors shall be paid such remuneration for their services as the board may from time to time determine. The directors shall also be entitled to be reimbursed for reasonable travelling and other expenses properly incurred by them in attending meetings of the board or any committee thereof. Nothing herein contained shall preclude any director from serving the Corporation in any other capacity and receiving remuneration therefor.

3.10 Officers

The board from time to time may appoint one or more officers of the Corporation and, without prejudice to rights under any employment contract, may remove any officer of the Corporation. The powers and duties of each officer of the Corporation shall be those determined from time to time by the board and, in the absence of such determination, shall be those usually incidental to the office held.

3.11 Agents and Attorneys

The board shall have the power from time to time to appoint agents or attorneys for the Corporation in or outside Canada with such powers of management or otherwise (including the power to sub-delegate) as may be thought fit.

SECTION FOUR
COMMITTEES

4.01 Committees of the Board

Subject to the Act, the board may appoint one or more committees of the board, however designated, and delegate to any such committee any of the powers of the board.

4.02 Transaction of Business

The powers of any committee of directors may be exercised by a meeting at which a quorum is present or by resolution in writing signed by all the members of such committee who would have been entitled to vote on that resolution at a meeting of the committee. Meetings of any committee may be held at any place in or outside Alberta.

4.03 Procedure

Unless otherwise determined by the board, a quorum for meetings of any committee shall be a majority of its members, each committee shall have the power to appoint its chair and the rules for calling, holding, conducting and adjourning meetings of the committee which, unless otherwise determined, shall be the same as those governing the board. Each member of a committee shall serve during the pleasure of the board of directors and, in any event, only so long as such person shall be a director. The directors may fill vacancies in a committee by appointment from among their members. Provided that a quorum is maintained, the committee may continue to exercise its powers notwithstanding any vacancy among its members.

SECTION FIVE **PROTECTION OF DIRECTORS AND OFFICERS**

5.01 Limitation of Liability

No director or officer for the time being of the Corporation shall be liable for the acts, receipts, neglects or defaults of any other director or officer or employee, or for joining in any receipt or act for conformity, or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the moneys of or belonging to the Corporation shall be placed or invested, or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or corporation including any person, firm or corporation with whom or with which any moneys, securities or effects shall be lodged or deposited, or for any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any moneys, securities or other assets of or belonging to the Corporation or for any other loss, damage or misfortune whatsoever which may happen in the execution of the duties of his or her respective office or trust or in relation thereto unless the same shall happen by or through his or her failure to exercise the powers and to discharge the duties of his or her office honestly, in good faith and with a view to the best interests of the Corporation and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.02 Indemnity

The Corporation shall, to the maximum extent permitted under the Act or otherwise by law, indemnify a director or officer of the Corporation, a former director or officer of the Corporation, and a person who acts or acted at the Corporation's request as a director or officer, or an individual acting in a similar capacity, of another entity, and their heirs and legal representatives, against all costs, charges and expenses, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other action or proceeding to which he or she is made a party to or involved by reason of that association with the Corporation or such other entity.

5.03 Advance Of Costs

The Corporation shall, to the maximum extent permitted under the Act or otherwise by law, advance moneys to an individual referred to in Section 5.02 to defray the costs, charges and expenses of a proceeding referred to in Section 5.02 provided such individual shall repay the moneys advanced if the individual does not fulfil the conditions set forth in the Act.

5.04 Court Approval

The Corporation shall use reasonable commercial efforts to obtain any court or other approvals necessary for any indemnification pursuant to Sections 5.02.

5.05 Indemnities Not Exclusive

The rights of any person to indemnification granted by the Act or this by-law are not exclusive of any other rights to which any person seeking indemnification may be entitled under any agreement, vote of shareholders or directors, at law or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and will enure to the benefit of the heirs and legal representatives of that person.

5.06 Insurance

The Corporation may purchase, maintain or participate in insurance for the benefit of the persons referred to in Section 5.02 as the board may from time to time determine.

**SECTION SIX
SHARES**

6.01 Non-Recognition of Trusts

Subject to the Act, the Corporation may treat as the absolute owner of any share the person in whose name the share is registered in the securities register as if that person had full legal capacity and authority to exercise all rights of ownership, irrespective of any indication to the contrary through knowledge or notice or description in the Corporation's records or on the share certificate.

6.02 Joint Shareholders

If two or more persons are registered as joint holders of any share:

- (a) the Corporation shall record only one address on its books for such joint holders;
- (b) the address of such joint holders for all purposes with respect to the Corporation shall be their recorded address; and
- (c) any one of such persons may give effectual receipts for the certificate issued in respect thereof or for any dividend, bonus, return of capital or other money payable or warrant issuable in respect of such share.

**SECTION SEVEN
DIVIDENDS**

7.01 Dividend Cheques

A dividend payable in cash shall be paid by cheque of the Corporation or of any dividend paying agent appointed by the board, to the order of each registered holder of shares of the class or series in respect of which it has been declared and mailed by prepaid ordinary mail to such registered holder at the shareholder's recorded address, unless such holder otherwise directs and the Corporation agrees to follow such direction. In the case of joint holders the cheque shall, unless such joint holders otherwise direct and the Corporation agrees to follow such direction, be made payable to the order of all of such joint holders and mailed to them at their recorded address. The mailing of such cheque as aforesaid, unless the same is not paid on due presentation, shall satisfy and discharge the liability for the dividend to the extent of the sum represented thereby plus the amount of any tax which the Corporation is required to and does withhold. Alternatively, dividends payable in money may be paid to shareholders by such form of electronic funds transfer as the board considers appropriate.

7.02 Non-receipt of Cheques

In the event of non-receipt of any dividend cheque by the person to whom it is sent as aforesaid, the Corporation shall issue to such person a replacement cheque for a like amount on such terms as to indemnity, reimbursement of expenses and evidence of non-receipt and of title as the board may from time to time prescribe, whether generally or in any particular case. No dividend shall bear interest against the Corporation.

7.03 Unclaimed Dividends

Any dividend unclaimed after a period of six years from the date on which the same has been declared to be payable shall be forfeited and shall revert to the Corporation.

**SECTION EIGHT
MEETINGS OF SHAREHOLDERS**

8.01 Place of Meetings

Meetings of the shareholders shall be held at such place within Alberta as the board shall determine. Subject to the Act, meetings may be held outside of Alberta.

8.02 Participation in Meeting By Electronic Means

Any person entitled to attend a meeting of shareholders may participate in the meeting, in accordance with the Act, by electronic means, telephone or other communication facility that permits all participants to hear each other or otherwise communicate with each other during the meeting, if the Corporation makes available such a communication facility. A person participating in a meeting by such means shall be deemed to be present at the meeting.

8.03 Electronic Meetings

If the directors or the shareholders of the Corporation call a meeting of shareholders, those directors or shareholders, as the case may be, may determine that the meeting shall be held, in accordance with the Act, entirely by electronic means, telephone or other communication facility that permits all participants to communicate adequately with each other during the meeting.

8.04 Chair, Secretary and Scrutineers

The chair of any meeting of shareholders, who need not be a shareholder of the Corporation, shall be the first mentioned of the following officers as has been appointed and is present at the meeting: chair of the board, president or a vice-president (in order of seniority). If no such officer is present and willing to act as chair within fifteen minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one of their number to be chair. The chair shall conduct the proceedings at the meeting in all respects and his or her decision in any matter or thing, including, but without in any way limiting the generality of the foregoing, any question regarding the validity or invalidity of any instruments of proxy and any question as to the admission or rejection of a vote, shall be conclusive and binding upon the shareholders. The secretary of any meeting of shareholders shall be the secretary of the Corporation, provided that, if the Corporation does not have a secretary or if the secretary of the Corporation is absent, the chair shall appoint some person, who need not be a shareholder, to act as secretary of the meeting. The board may from time to time appoint in advance of any meeting of shareholders one or more persons to act as scrutineers at such meeting and, in the absence of such appointment, the chair may appoint one or more persons to act as scrutineers at any meeting of shareholders. Scrutineers so appointed may, but need not be, shareholders, directors, officers or employees of the Corporation.

8.05 Persons Entitled to be Present

The only persons entitled to be present at a meeting of shareholders shall be; (a) those entitled to vote at such meeting; (b) the directors and auditors of the Corporation; (c) others who, although not entitled to vote, are entitled or required under any provision of the Act, the articles or the by-laws to be present at the meeting; (d) legal counsel to the Corporation when invited by the Corporation to attend the meeting; and (e) any other person on the invitation of the chair or with the consent of the meeting.

8.06 Quorum

A quorum for the transaction of business at any meeting of shareholders shall be at least two persons present in person, each being a shareholder entitled to vote thereat or a duly appointed proxy or representative for an absent shareholder so entitled, and representing in the aggregate not less than five percent (5%) of the outstanding shares of the Corporation carrying voting rights at the meeting, provided that, if there should be only one shareholder of the Corporation entitled to vote at any meeting of shareholders, the quorum for the transaction of business at the meeting of shareholders shall consist of the one shareholder.

8.07 Representatives

The authority of an individual to represent a body corporate or association at a meeting of shareholders of the Corporation shall be established by depositing with the Corporation a certified copy of the resolution of the directors or governing body of the body corporate or association, as the case may be, granting such authority, or in such other manner as may be satisfactory to the chair of the meeting.

8.08 Action by Shareholders

The shareholders shall act by ordinary resolution unless otherwise required by the Act, articles, by-laws or any unanimous shareholder agreement. In case of an equality of votes either upon a show of hands or upon a poll, the chair of the meeting shall not be entitled to a second or casting vote.

8.09 Show of Hands

Upon a show of hands, every person who is present and entitled to vote shall have one vote. Whenever a vote by show of hands shall have been taken upon a question, unless a ballot thereon is required or demanded, a declaration by the chair of the meeting that the vote upon the question has been carried or carried by a particular majority or not carried and an entry to that effect in the minutes of the meeting shall be prima facie evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against any resolution or other proceeding in respect of the said question, and the result of the vote so taken shall be the decision of the shareholders upon the said question.

8.10 Ballots

A ballot required or demanded shall be taken in such manner as the chair shall direct. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. If a ballot is taken each person present shall be entitled, in respect of the shares which he or she is entitled to vote at the meeting upon the question, to that number of votes provided by the Act or the articles, and the result of the ballot so taken shall be the decision of the shareholders upon the said question.

8.11 Electronic Voting

Notwithstanding Section 8.09, any vote referred to in Section 8.08 may be held, in accordance with the Act, partially or entirely by electronic means, telephone or other communication facility, if the Corporation has made available such a facility.

Any person participating in a meeting of shareholders under Section 8.02 or 8.03 and entitled to vote at the meeting may vote, in accordance with the Act by electronic means, telephone or other communication facility that the Corporation has made available such purpose.

8.12 Resolution in Lieu of Meeting

A resolution in writing signed by all the shareholders entitled to vote on that resolution at a meeting of shareholders is as valid as if it had been passed at a meeting of shareholders. A resolution in writing may be signed in one or more counterparts.

**SECTION NINE
NOTICES**

9.01 Method of Giving Notices

Any notice (which term includes any communication or contract document or instrument in writing, or electronic document) to be given (which term includes sent, delivered or served) pursuant to the Act, the articles or the by-laws or otherwise to a shareholder, director, officer, or auditor or member of a committee of the board shall be sufficiently given if delivered personally to the person to whom it is to be given or if delivered to the person's record address or if mailed to such person at such record address by prepaid mail or if sent to such person by electronic means as permitted by, and in accordance with, the Act. The secretary may change or cause to be changed the recorded address of any shareholder, director, officer, auditor or member of a committee of the board in accordance with any information believed by the secretary to be reliable. The foregoing shall not be construed so as to limit the manner or effect of giving notice by any other means of communication otherwise permitted by law.

9.02 Notice to Joint Holders

If two or more persons are registered as joint holders of any share, any notice may be addressed to all of such joint holders but notice addressed to one of such persons shall be sufficient notice to all of them.

9.03 Computation of Time

In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

9.04 Omissions and Errors

The accidental omission to give any notice to any shareholder, director, officer, auditor or member of a committee of the board or the non-receipt of any notice by any such person or any error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

9.05 Persons Entitled by Death or Operation of Law

Every person who, by operation of law, transfer, death of a shareholder or any other means whatsoever shall become entitled to any share, shall be bound by every notice in respect of such share which shall have been duly given to the shareholder from whom such person derives title to such share prior to such person's name and address being entered on the securities register (whether such notice was given before or after the happening of the event upon which such person became so entitled) and prior to such person furnishing to the Corporation the proof of authority or evidence of such person's entitlement prescribed by the Act.

SECTION TEN
EFFECTIVE DATE

10.01 Effective Date

This by-law shall come into force when made by the board in accordance with the Act.

MADE by the board the ____ day of _____, 2018.

President

CONFIRMED by the Shareholder in accordance with the Act the ____ day of _____, 2018.

President