



Certificate of Amendment

Canada Business Corporations Act

Certificat de modification

Loi canadienne sur les sociétés par actions

FORTUNE BAY CORP.

Corporate name / Dénomination sociale

872438-5

Corporation number / Numéro de société

I HEREBY CERTIFY that the articles of the above-named corporation are amended under section 178 of the *Canada Business Corporations Act* as set out in the attached articles of amendment.

JE CERTIFIE que les statuts de la société susmentionnée sont modifiés aux termes de l'article 178 de la *Loi canadienne sur les sociétés par actions*, tel qu'il est indiqué dans les clauses modificatrices ci-jointes.

Marcie Girouard

Director / Directeur

2014-01-13

Date of Amendment (YYYY-MM-DD)

Date de modification (AAAA-MM-JJ)



Canada Business Corporations Act (CBCA)
FORM 4
ARTICLES OF AMENDMENT
(Sections 27 or 177)

1 - Corporate name
8724385 CANADA LIMITED

2 - Corporation number
-8 7 2 4 3 8 - 5

3 - The articles are amended as follows: (Please note that more than one section can be filled out)

A: The corporation changes its name to:
FORTUNE BAY CORP.

B: The corporation changes the province or territory in Canada where the registered office is situated to:
To complete the change, a Form 3 - Change of Registered Office Address must accompany the Articles of Amendment.

C: The corporation changes the minimum and/or maximum number of directors to: (For a fixed number of directors, please indicate the same number in both the minimum and maximum options).
Minimum number [] Maximum number []

D: Other changes: (e.g., to the classes of shares, to restrictions on share transfers, to restrictions on the businesses of the corporation or to any other provisions that are permitted by the CBCA to be set out in the Articles) Please specify.

4 - Declaration

I hereby certify that I am a director or an authorized officer of the corporation.
Signature: [Handwritten Signature]
Print name: Wade Dawe Telephone number: 902-422-1421

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

E-MAIL
2014-01-13
9:35





Certificate of Arrangement

Canada Business Corporations Act

Certificat d'arrangement

Loi canadienne sur les sociétés par actions

FORTUNE BAY CORP.

872438-5

Corporate name(s) of CBCA applicants / Dénomination(s)
sociale(s) de la ou des sociétés LCSA requérantes

Corporation number(s) / Numéro(s) de la ou
des sociétés

I HEREBY CERTIFY that the arrangement set out in the attached articles of arrangement has been effected under section 192 of the *Canada Business Corporations Act*.

JE CERTIFIE que l'arrangement mentionné dans les clauses d'arrangement annexées a pris effet en vertu de l'article 192 de la *Loi canadienne sur les sociétés par actions*.

Virginie Ethier

Director / Directeur

2016-06-21

Date of Arrangement (YYYY-MM-DD)
Date de l'arrangement (AAAA-MM-JJ)

**Canada Business Corporations Act (CBCA)
FORM 14.1
ARTICLES OF ARRANGEMENT
(Section 192)**

1 - Name of the applicant corporation(s)	Corporation number
FORTUNE BAY CORP.	8724385

2 - Name of the corporation(s) the articles of which are amended, if applicable	Corporation number
FORTUNE BAY CORP. 9617337 CANADA LIMITED	8724385 9617337

3 - Name of the corporation(s) created by amalgamation, if applicable	Corporation number
N/A	

4 - Name of the dissolved corporation(s), if applicable	Corporation number
N/A	

5 - Name of the other bodies corporate involved, if applicable	Corporation number or jurisdiction
FORTUNE BAY CORP. 9617337 CANADA LIMITED	8724385 9617337

6 - In accordance with the order approving the arrangement, the plan of arrangement attached hereto, involving the above named body(ies) corporate, is hereby effected.

In accordance with the plan of arrangement,

a. the articles of the corporation(s) indicated in item 2, are amended.
If the amendment includes a name change, indicate the change below:

FORTUNE BAY CORP.- will be changing its name to kneat.com,inc.
9617337 CANADA LIMITED - will be changing its name to FORTUNE BAY CORP.

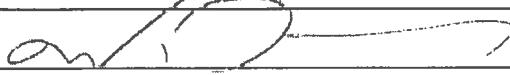
b. the following bodies corporate and/or corporations are amalgamated (for CBCA corporations include the corporation number):

N/A

c. the corporation(s) indicated in item 4 is(are) liquidated and dissolved:

N/A

7 - I hereby certify that I am a director or an authorized officer of one of the applicant corporations.

Signature 

Print name Wade Dawe

Note: Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).

SCHEDULE A TO ARTICLES OF ARRANGEMENT OF

kneat.com, inc.
(FORMERLY KNOWN AS "FORTUNE BAY CORP.")
(the "Corporation")

1. The rights, privileges, restrictions and conditions attaching to the Class A Common Shares shall be as follows:
 - a) The holders of Class A Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Class A Common Share shall entitle the holder thereof to two votes in respect of each Class A Common Share held.
 - b) The holders of Class A Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Class A Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution.

2. The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:
 - a) The holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote in respect of each Common Share held.
 - b) The holders of Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution.

SCHEDULE B TO ARTICLES OF ARRANGEMENT OF

**kneat.com, inc.
(FORMERLY KNOWN AS "FORTUNE BAY CORP.")**

INFORMATION CONCERNING COMMON SHARES OF FORTUNE BAY CORP.

1. The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:
 - a) The holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote in respect of each Common Share held.
 - b) The holders of Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution.

SCHEDULE "A"

PLAN OF ARRANGEMENT

UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT

1. INTERPRETATION

- (a) **Definitions:** In this Plan of Arrangement, unless the context otherwise requires, the following words and terms shall have the meaning hereinafter set out:
- (i) **"Acquired Fortune Shares"** means that number of New Fortune Shares as will represent, upon their issuance in connection with the Arrangement, 68.7% of the issued and outstanding New Fortune Shares, subject to adjustment pursuant to Section 3.1(a)(iii) of the Transaction Agreement.
 - (ii) **"affiliate"** has the meaning given to such term in the Transaction Agreement;
 - (iii) **"Arrangement"** means the arrangement under the provisions of Section 192 of the CBCA on the terms and subject to the conditions set out in this Plan of Arrangement, as may be amended, varied or supplemented from time to time in accordance with Section 10.1 of the Transaction Agreement and the provisions hereof;
 - (iv) **"Arrangement Resolution"** means the special resolution of Fortune Securityholders approving the Arrangement;
 - (v) **"CBCA"** means the Canada Business Corporations Act and the regulations made thereunder, as promulgated or amended from time to time, and includes any successor thereto;
 - (vi) **"Business Day"** means any day, other than a Saturday, Sunday or a statutory or civic holiday in Toronto, Ontario or the Republic of Ireland;
 - (vii) **"Court"** means the Ontario Superior Court of Justice (Commercial List), or other court as applicable;
 - (viii) **"Depository"** means any nationally recognized trust company, bank or financial institution engaged by Fortune for the purpose of, among other things, receiving Letters of Transmittal and distributing certificates representing New Fortune Shares and Spinco Shares in connection with the Arrangement;
 - (ix) **"Dissenting Holder"** means a registered Fortune Shareholder who has duly exercised a Dissent Right;
 - (x) **"Dissent Rights"** shall have the meaning set out in Section 5 hereof;

- (xi) "**Dissent Shares**" means the Fortune Shares held by a Dissenting Fortune Shareholder and in respect of which the Dissenting Fortune Shareholder has validly exercised Dissent Rights;
- (xii) "**Effective Date**" means the date upon which all of the conditions to completion of the Arrangement as set out in Sections 6.1, 6.2 and 6.3 of the Transaction Agreement have been satisfied or waived in accordance with the Transaction Agreement and all documents agreed to be delivered thereunder have been delivered;
- (xiii) "**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date;
- (xiv) "**Fair Market Value**", when applied to Fortune Shares, means the volume weighted average price of the Fortune Shares over the five trading days on the TSX ending the day prior to such determination; and, when applied to the Spinco Shares, means the value determined as of the Effective Time by the directors of Spinco, acting reasonably, and a certificate setting out such value shall forthwith thereafter be provided to Fortune;
- (xv) "**Final Order**" means the final order of the Court pursuant to Section 192 of the CBCA, after a hearing upon the fairness of the terms and conditions of the Arrangement, approving the Arrangement, as such order may be amended by the Court at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;
- (xvi) "**Fortune**" means Fortune Bay Corp., a corporation existing under the laws of Canada;
- (xvii) "**Fortune Meeting**" means the special meeting of Fortune Securityholders, including any adjournment or postponement thereof, to be held for the purpose of, among other things, obtaining approval by the Fortune Securityholders of the Arrangement Resolution;
- (xviii) "**Fortune Optionholders**" means the holders of Fortune Options;
- (xix) "**Fortune Options**" means the outstanding options to purchase Fortune Shares granted under or otherwise subject to the Fortune Stock Option Plan;
- (xx) "**Fortune Securities**" means the Fortune Shares, the Fortune Warrants and the Fortune Options;
- (xxi) "**Fortune Securityholder**" means the Fortune Shareholders, the Fortune Warrantheolders and the Fortune Optionholders;

- (xxii) "**Fortune Shareholder**" means a Person who is a registered holder of Fortune Shares as shown on the share register of Fortune Shares immediately prior to the Effective Time;
- (xxiii) "**Fortune Shares**" means the common shares of Fortune, as currently constituted prior to the Effective Time;
- (xxiv) "**Fortune Stock Option Plan**" means the Stock Option Plan of Fortune approved by Fortune's shareholders dated March 5, 2014, as amended;
- (xxv) "**Fortune Warrantholders**" means the holders of Fortune Warrants;
- (xxvi) "**Fortune Warrants**" means the outstanding warrants to purchase Fortune Shares;
- (xxvii) "**Interim Order**" means the interim order of the Court providing for, among other things, the calling and holding of the Fortune Meeting, as such order may be amended, supplement or varied by the Court;
- (xxviii) "**Letter of Transmittal**" means the letter of transmittal(s) to be delivered by Fortune to the Fortune Shareholders providing for the delivery of the Fortune Shares to the Depositary;
- (xxix) "**Kneat**" means Kneat Solutions Limited, an Irish corporation;
- (xxx) "**Lien**" means any hypothecs, mortgages, pledges, assignments, liens, charges, security interests, encumbrances and adverse rights or claims, other third Person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;
- (xxxi) "**New Fortune Shares**" means common shares in the authorized share structure of Fortune to be created and issued under the Arrangement;
- (xxxii) "**paid-up capital**" has the meaning ascribed to such term for purposes of the Tax Act;
- (xxxiii) "**Person**" means an individual, general partnership, limited partnership, corporation, company, limited liability company, unincorporated association, unincorporated syndicate, unincorporated organization, trust, trustee, executor, administrator or other legal representative;
- (xxxiv) "**Spinco**" means 9617337 Canada Limited, a corporation existing under the laws of Canada;
- (xxxv) "**Spinco Shares**" means the common shares of Spinco; and

(xxxvi) "**Tax Act**" means the Income Tax Act (Canada) and the regulations thereunder, as amended from time to time; and

(xxxvii) "**Transaction Agreement**" means the Transaction Agreement dated February 9, 2016 to which this Plan of Arrangement is attached as Schedule A, as the same may be amended, varied or supplemented from time to time in accordance with the terms thereof.

- (b) Interpretation Not Affected by Headings. The headings contained in this Plan of Arrangement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular article, section, subsection, paragraph, subparagraph, clause or sub-clause hereof and include any agreement or instrument supplementary or ancillary hereto.
- (c) Date for any Action. If the date on which any action is required to be taken hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.
- (d) Number and Gender. In this Plan of Arrangement, unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders and neuter.
- (e) Reference to Persons. A reference to a Person includes any successor to that Person. A reference to any statute includes all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.
- (f) Currency. Unless otherwise stated in this Plan of Arrangement, all references herein to amounts of money are expressed in lawful money of Canada.

2. EFFECT OF THE ARRANGEMENT

- (a) This Plan of Arrangement is made pursuant to and subject to the provisions of the Transaction Agreement.
- (b) At the Effective Time, the Arrangement shall without any further authorization, act or formality on the part of the Court be binding upon Fortune, Spinco and the Fortune Securityholders.

3. THE ARRANGEMENT

- (a) The Arrangement. At the Effective Time the following shall occur and shall be deemed to occur in the following sequence as set out below without any further authorization, act or formality, in each case effective as at five minute intervals starting at the Effective Time:

- (i) all Fortune Shares held by Dissenting Holders shall be deemed to have been transferred (free and clear of all Liens) to Fortune in exchange for a debt claim against Fortune for the amount determined under Section 5; and
 - (A) such Dissenting Holders shall cease to be the holders of such Fortune Shares and to have any rights as Fortune Shareholders other than the right to be paid the fair value for such Fortune Shares as set out in Section 5; and
 - (B) the name of each such Dissenting Holders shall be removed as a Fortune Shareholder from the registers of Fortune Shareholders maintained on or on behalf of Fortune;
- (ii) the Articles of Fortune will be amended by:
 - (A) changing the designation of the existing "Common Shares" to "Class A Common Shares" and to increase the voting rights of the Fortune Shares from one vote to two votes per Fortune Share and to change the rights, privileges, restrictions and conditions attached thereto, whether issued or unissued, so that the rights, privileges, restrictions and conditions attached thereto shall be as set out in Appendix A attached hereto;
 - (B) creating a new class of shares designated as "Common Shares", in an unlimited number, having the rights, privileges, restrictions and conditions set out in Appendix A attached hereto; and
 - (C) otherwise to the extent necessary to facilitate the Arrangement,so that upon completion of the amendments of the Articles of Fortune set forth above, the authorized share capital of Fortune shall be as set out in Appendix A attached hereto;
- (iii) each Fortune Shareholder shall transfer to Fortune, free and clear of any Lien, all its Fortune Shares and:
 - (A) in exchange for each three (3) Fortune Shares, other than Dissent Shares, Fortune shall issue as fully paid or transfer to the Fortune Shareholder, one (1) New Fortune Share and one and one-half (1.5) of a Spinco Share;
 - (B) for each Dissent Share, the Dissenting Holder shall be entitled to receive from Fortune an amount agreed upon with Fortune or equal to the fair value thereof determined in accordance with the Dissent Rights; and

- (C) the stated capital of the New Fortune Shares will be an amount equal to the paid-up capital of the Fortune Shares, less the Fair Market Value of the Spinco Shares distributed on such exchange;
 - (iv) with respect to each Fortune Share:
 - (A) the Fortune Shareholder thereof shall cease to be the Fortune Shareholder of such Fortune Share and the name of the Fortune Shareholder shall be removed from the central securities register of Fortune with respect to such Fortune Share;
 - (B) such Fortune Share shall be cancelled; and
 - (C) other than with respect to Dissent Shares, the Fortune Shareholder shall be registered in the central securities register of Fortune as the holder of New Fortune Shares as set out in paragraph 3(a)(ii)(B);
 - (v) the Articles of Fortune will be amended by:
 - (A) cancelling the class of shares designated as "Class A Common Shares", none of which will be issued and outstanding at such time according to the Plan of Arrangement; and
 - (B) otherwise to the extent necessary to facilitate the Arrangement,so that upon completion of the amendments of the Articles of Fortune set forth above, the authorized share capital of Fortune shall be as set out in Appendix B attached hereto;
 - (vi) The name of Fortune is changed to Kneat Solutions Inc. or such other name as may be acceptable to Kneat; and
 - (vii) The name of SpinCo is changed to Fortune Bay Corp.
- (b) No Fractional Shares. Notwithstanding any other provision of this Arrangement, no fractional Spinco Shares or New Fortune Shares shall be transferred to the Fortune Shareholders or Offerees. Where the aggregate number of Spinco Shares or New Fortune Shares to be issued under this Plan of Arrangement would result in a fraction of a Spinco Share or New Fortune Share being issuable, the number of Spinco Shares or New Fortune Shares to be received by such Fortune Shareholder or Offeree shall be rounded down to the nearest whole Spinco Share or New Fortune Share, as the case may be, and such Fortune Shareholder or Offeree shall not be entitled to any compensation in respect of such fractional Spinco Share or New Fortune Share.

4. DELIVERY OF SPINCO SHARES AND NEW FORTUNE SHARES

- (a) Entitlement to Spinco Certificates and Fortune Certificates.
- (i) At or prior to the Effective Date, Fortune shall deposit with the Depository, for the benefit of the Fortune Shareholders, certificate(s) representing the number of New Fortune Shares and Spinco Shares to which they are entitled at the Effective Time after giving effect to the steps in Section 3(a)(i) – (iv) above.
 - (ii) Until such time as Fortune Shareholder deposits with the Depository a duly completed Letter of Transmittal, documents, certificates and instruments contemplated by the Letter of Transmittal and such other documents and instruments as the Depository or Fortune reasonably requires, all certificates to New Fortune Shares or Spinco Shares to which such Fortune Shareholder is entitled (and all dividends paid or distributions made in respect thereof) shall, subject to Section 4(a)(iii), in each case be delivered or paid to the Depository to be held in trust for such Fortune Shareholder for delivery to the Fortune Shareholder, without interest and net of all applicable withholding and other taxes, if any, upon delivery of the Letter of Transmittal, documents, certificates and instruments contemplated by the Letter of Transmittal and such other documents and instruments as the Depository or Fortune reasonably requires.
 - (iii) Upon surrender to the Depository for cancellation of a certificate which immediately prior to the Effective Time represented one or more Fortune Shares which were exchanged for New Fortune Shares and Spinco Shares in accordance with Section 3 hereof, if applicable, a completed Letter of Transmittal and such additional documents and instruments as the Depository may reasonably require, the holder of such surrendered certificate or the deliverer of such Letter of Transmittal, as applicable, shall be entitled to receive in exchange therefor, and the Depository shall deliver to such Fortune Shareholder following the Effective Time, certificates representing the New Fortune Shares and the Spinco Shares to which such Fortune Shareholder is entitled to receive in accordance with Section 3 hereof.
 - (iv) After the Effective Time and until surrender for cancellation as contemplated by Section 4(a)(iii) hereof, each certificate which immediately prior to the Effective Time represented one or more Fortune Shares (other than certificates representing Dissent Shares) shall be deemed at all times to represent only the right to receive in exchange therefor certificates representing the New Fortune Shares and the Spinco Shares to which the holder of such certificate is entitled to receive in accordance with Section 4(a)(iii) hereof.
- (b) Lost Certificates. In the event that any certificate which immediately prior to the Effective Time represented one or more Fortune Shares which were exchanged

for New Fortune Shares and Spinco Shares in accordance with Section 3 hereof shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, certificates representing the Fortune Shares and the Spinco Shares which such Fortune Shareholder is entitled to receive in accordance with Section 3 hereof. When authorizing such delivery of certificates representing the Fortune Shares and the Spinco Shares which such Fortune Shareholder is entitled to receive in exchange for such lost, stolen or destroyed certificate, the Fortune Shareholder to whom certificates representing such Fortune Shares and Spinco Shares are to be delivered shall, as a condition precedent to the delivery of such Fortune Shares and Spinco Shares give a bond satisfactory to Fortune, Spinco and the Depositary in such amount as Fortune, Spinco and the Depositary may direct, or otherwise indemnify Fortune, Spinco and the Depositary in a manner satisfactory to Fortune, Spinco and the Depositary, against any claim that may be made against Fortune, Spinco or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise take such actions as may be required by the by-laws of Fortune.

- (c) Termination of Rights. Any certificate formerly representing Fortune Shares that is not deposited, with all other documents as provided in this Section 4 on or before the sixth anniversary of the Effective Date, shall cease to represent any claim or interest of any kind or nature against Fortune, Spinco or the Depositary.
- (d) Dividends or other Distributions. No dividends or distributions declared or made after the Effective Date with respect to New Fortune Shares with a record date after the Effective Date will be payable or paid to the holder of any unsurrendered certificate or certificates which, immediately prior to the Effective Date, represented outstanding Fortune Shares unless and until the holder of such certificate shall have complied with the provisions of this Section 4. Subject to Applicable Law and to Section 4 hereof, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Fortune Shares and the Spinco Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Fortune Shares and Spinco Shares.
- (e) Withholding Rights. Fortune, Spinco and the Depositary shall be entitled to deduct and withhold from all dividends, distributions, other payments or other consideration otherwise payable to any Person such amounts as Fortune, Spinco or the Depositary is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

5. DISSENT RIGHTS

- (a) Each registered Fortune Shareholder may exercise rights of dissent ("**Dissent Rights**") with respect to the Fortune Shares held by it pursuant to and in the manner set forth in the Interim Order. Dissenting Holders who:
 - (i) are ultimately entitled to be paid by Fortune the fair value for their Dissent Shares shall be deemed to have transferred such Dissent Shares (free of any Liens) to Fortune for cancellation in accordance with Section 3(a)(i); or
 - (ii) are ultimately not entitled, for any reason, to be paid by Fortune fair value for their Dissent Shares in respect of which they dissent, shall be deemed to have participated in the Arrangement in respect of those Fortune Shares on the same basis as a non-dissenting Fortune Shareholder and shall be entitled to receive only the New Fortune Shares and Spinco Shares that such non-dissenting Fortune Shareholders are entitled to receive, on the basis set forth in Section 3(a)(iii)(A).
- (b) In no event shall Fortune or Spinco or any other Person be required to recognize a Dissenting Holder as a registered or beneficial owner of Fortune Shares at or after the Effective Time, and at the Effective Time the names of such Dissenting Holders shall be deleted from the central securities register of Fortune as at the Effective Time.
- (c) For greater certainty, in addition to any other restrictions in the Interim Order, no Person shall be entitled to exercise Dissent Rights with respect to Fortune Shares in respect of which such Person voted in favour of the Arrangement.

6. AMENDMENT

- (a) Fortune reserves the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any amendment, modification or supplement must be contained in a written document which is filed with the Court and, if made following the Fortune Meeting, then: (i) approved by the Court, and (ii) if the Court directs, approved by the Fortune Shareholders, Fortune Warrantholders and Fortune Optionholders voting as a single class and in any event communicated to them, and in either case in the manner required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be made at any time prior to or at the Fortune Meeting, with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the Fortune Meeting (other than as may be required under the Interim Order) shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Fortune Meeting will be effective

only if it is consented to by Fortune and, if required by the Court, by the Fortune Shareholders, Fortune Warranholders and Fortune Optionholders, voting as a single class.

- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made by Fortune without approval of the Fortune Shareholders, Fortune Warranholders and the Fortune Optionholders provided that it concerns a matter which, in the reasonable opinion of Fortune is of an administrative or ministerial nature required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the financial or economic interests of any of the Fortune Shareholders, Fortune Warranholders and the Fortune Optionholders.
- (e) Notwithstanding the foregoing provisions of this Section 6, no amendment, modification or supplement of this Plan of Arrangement may be made prior to the Effective Time except in accordance with the terms of the Transaction Agreement.

Appendix A to Schedule A

Share conditions attaching to Fortune Shares and New Fortune Shares at the time of the amendment contemplated in Section 3(a)(ii) of the Plan of Arrangement

1. The rights, privileges, restrictions and conditions attaching to the Class A Common Shares shall be as follows:
 - a) The holders of Class A Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Class A Common Share shall entitle the holder thereof to two votes in respect of each Class A Common Share held.
 - b) The holders of Class A Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Class A Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution.

2. The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:
 - a) The holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote in respect of each Common Share held.
 - b) The holders of Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution.

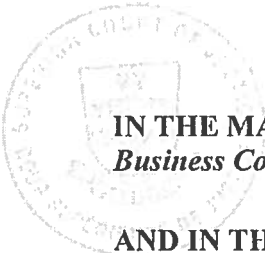
Appendix B to Schedule A

Share conditions attaching to New Fortune Shares at the time of the amendment contemplated in Section 3(a)(v) of the Plan of Arrangement

1. The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:
 - a) The holders of Common Shares shall be entitled to receive notice of and to attend and vote at all meetings of shareholders of the Corporation except meetings of the holders of another class of shares. Each Common Share shall entitle the holder thereof to one vote in respect of each Common Share held.
 - b) The holders of Common Shares shall be entitled to receive such dividends as may be declared thereon by the board of directors of the Corporation from time to time.
 - c) In the event of liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, the holders of Common Shares shall be entitled, along with the holders of all other common shares of the Corporation, to receive pro rata all of the assets remaining for distribution.

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

MAD THE HONOURABLE MR.) FRIDAY, THE 17TH
JUSTICE ~~MR.~~ PENNY) DAY OF JUNE, 2016
)



IN THE MATTER OF an Application under section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended;

AND IN THE MATTER OF Rule 14.05(2) of the *Rules of Civil Procedure*;
and

AND IN THE MATTER OF A PROPOSED ARRANGEMENT
INVOLVING FORTUNE BAY CORP., ITS SHAREHOLDERS AND
9617337 CANADA LIMITED

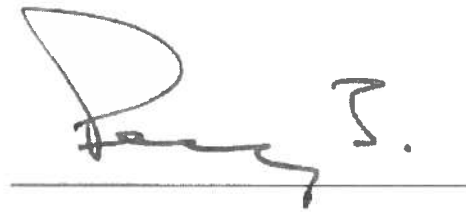
ORDER

THIS APPLICATION made by the Applicant, Fortune Bay Corp. ("Fortune"), pursuant to section 192 of the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended (the "CBCA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Notice of Application issued on May 6, 2016, the Affidavit of Sarah Oliver sworn May 9, 2016, the Supplementary Affidavit of Sarah Oliver sworn June 15, 2016 together with the exhibits thereto, and the Interim Order of the Honourable Justice Mcsbur dated May 12, 2016, and

ON HEARING the submissions of counsel for Fortune and on being advised that the Director appointed under the CBCA does not consider it necessary to appear on this Application, no-one appearing for any other person, including any shareholder of Fortune, and having determined that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, is an arrangement for the purposes of section 192 of the CBCA and is fair and reasonable in accordance with the requirements of the section,

1. **THIS COURT ORDERS** that the Arrangement, as described in the Plan of Arrangement attached as Schedule "A" to this order, shall be and is hereby approved.
2. **THIS COURT ORDERS** that the Applicant shall be entitled to seek leave to vary this order upon such terms upon giving such notice as this Court may direct, to seek the advice and directions of this Court as to the implementation of this order, and to apply for such further order or orders as may be appropriate.

A handwritten signature in black ink, appearing to be "R. J.", is written above a horizontal line.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO:

JUN 17 2016

PER / PAR: 

FORTUNE BAY CORP.

Applicant

Court File No. CV-16-11383-00CL

**IN THE MATTER OF AN APPLICATION UNDER SECTION
192 OF THE CANADA BUSINESS CORPORATIONS ACT,
R.S.C. 1985, c. C-44, AS AMENDED;
AND IN THE MATTER OF RULES 14.05(2) AND 14.05(3)(F)
OF THE RULES OF CIVIL PROCEDURE; and
AND IN THE MATTER OF A PROPOSED ARRANGEMENT
INVOLVING FORTUNE BAY CORP., ITS SHAREHOLDERS AND
9617337 CANADA LIMITED**

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

Proceeding commenced at Toronto

ORDER

FOGLER, RUBINOFF LLP

Lawyers

77 King Street West
Suite 3000, P.O. Box 95
TD Centre
Toronto, ON M5L 1G8

W. Ross MacDougall (LSUC #: 49840A)

Tel: (416) 864-9700

Fax: (416) 941-8852

Lawyers for the Applicant,
Fortune Bay Corp.



Corporation Information Sheet

Canada Business Corporations Act (CBCA)

Fiche de renseignements concernant la société

Loi canadienne sur les sociétés par actions (LCSA)

8724385 CANADA LIMITED

Corporation Number	872438-5	Numéro de société
Corporation Key Required for changes of address or directors online	52595880	Clé de société Requise pour mettre à jour en ligne l'adresse du siège social ou l'information concernant les administrateurs
Anniversary Date Required to file annual return	12-12 (mm-dd/mm-jj)	Date anniversaire Requise pour le dépôt du rapport annuel
Annual Return Filing Period Starting in 2014	12-12 to/au 02-10 (mm-dd/mm-jj)	Période pour déposer le rapport annuel Débutant en 2014

Reporting Obligations

A corporation can be dissolved if it defaults in filing a document required by the CBCA. To understand the corporation's reporting obligations, consult Keeping Your Corporation in Good Standing (enclosed or available on our website).

Corporate Name

Where a name has been approved, be aware that the corporation assumes full responsibility for any risk of confusion with existing business names and trademarks (including those set out in the NUANS® search report). The corporation may be required to change its name in the event that representations are made to Corporations Canada and it is established that confusion is likely to occur. Also note that any name granted is subject to the laws of the jurisdiction where the corporation carries on business. For additional information, consult **Protecting Your Corporate Name** (enclosed or available on our website).

Obligations de déclaration

Une société peut être dissoute si elle omet de déposer un document requis par la LCSA. Pour connaître les obligations de déclaration de la société veuillez consulter Maintenir votre société en conformité, ci-jointe ou disponible dans notre site Web.

Dénomination sociale

En dépit du fait que Corporations Canada ait approuvé la dénomination sociale, il faut savoir que la société assume toute responsabilité de risque de confusion avec toutes dénominations commerciales, marques de commerce existantes (y compris celles qui sont citées dans le rapport de recherche NUANS[®]). La société devra peut-être changer sa dénomination advenant le cas où des représentations soient faites auprès de Corporations Canada établissant qu'il existe une probabilité de confusion. Il faut aussi noter que toute dénomination octroyée est assujettie aux lois de l'autorité législative où la société mène ses activités. Pour obtenir de l'information supplémentaire, veuillez consulter le document **Protection de la dénomination sociale** ci-joint ou disponible dans notre site Web.



Certificate of Incorporation

Canada Business Corporations Act

Certificat de constitution

Loi canadienne sur les sociétés par actions

8724385 CANADA LIMITED

Corporate name / Dénomination sociale

872438-5

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation, the articles of incorporation of which are attached, is incorporated under the *Canada Business Corporations Act*.

JE CERTIFIE que la société susmentionnée, dont les statuts constitutifs sont joints, est constituée en vertu de la *Loi canadienne sur les sociétés par actions*.

Marcie Girouard

Director / Directeur

2013-12-12

Date of Incorporation (YYYY-MM-DD)

Date de constitution (AAAA-MM-JJ)



- 1 Corporate name
Dénomination sociale
8724385 CANADA LIMITED

- 2 The province or territory in Canada where the registered office is situated
La province ou le territoire au Canada où est situé le siège social
ON

- 3 The classes and any maximum number of shares that the corporation is authorized to issue
Catégories et le nombre maximal d'actions que la société est autorisée à émettre
An unlimited number of common shares.

- 4 Restrictions on share transfers
Restrictions sur le transfert des actions
None

- 5 Minimum and maximum number of directors
Nombre minimal et maximal d'administrateurs
Min. 1 Max. 10

- 6 Restrictions on the business the corporation may carry on
Limites imposées à l'activité commerciale de la société
None.

- 7 Other Provisions
Autres dispositions
See attached schedule / Voir l'annexe ci-jointe

- 8 **Incorporator's Declaration:** I hereby certify that I am authorized to sign and submit this form.
Déclaration des fondateurs : J'atteste que je suis autorisé à signer et à soumettre le présent formulaire.

Name(s) - Nom(s)

Original Signed by - Original signé par

WADE DAWE

WADE DAWE

WADE DAWE

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

Schedule / Annexe
Other Provisions / Autres dispositions

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



**Initial Registered Office Address
and First Board of Directors**

**Siège social initial et premier
conseil d'administration**

*Canada Business Corporations Act
(CBCA) (s. 19 and 106)*

*Loi canadienne sur les sociétés par
actions (LCSA) (art. 19 et 106)*

1 Corporate name
Dénomination sociale

8724385 CANADA LIMITED

2 Address of registered office
Adresse du siège social

3000-77 KING STREET WEST
TD CENTRE NORTH TOWER
TORONTO ON M5K 1G8

3 Additional address
Autre adresse

3000-77 KING STREET WEST
TD CENTRE NORTH TOWER
TORONTO ON M5K 1G8

4 Members of the board of directors
Membres du conseil d'administration

WADE DAWE

1454 BIRCHDALE AVENUE, HALIFAX NS
B3H 4E3, Canada

Resident Canadian
Résident Canadien

Yes / Oui

5 Declaration: I certify that I have relevant knowledge and that I am authorized to sign this form.
Déclaration : J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par
WADE DAWE

WADE DAWE
9024914281

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

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