

COURT FILE NUMBER Q.B. _____ of 2015

COURT OF QUEEN'S BENCH FOR SASKATCHEWAN
IN BANKRUPTCY AND INSOLVENCY

JUDICIAL CENTRE SASKATOON

PLAINTIFF GOLDEN OPPORTUNITIES FUND INC.

DEFENDANTS PHENOMENOME DISCOVERIES INC.

IN THE MATTER OF THE RECEIVERSHIP OF PHENOMENOME DISCOVERIES INC.

AFFIDAVIT OF PETER BLANEY

I, **PETER BLANEY**, of the City of Kingston, in the Province of Ontario, Businessman, **MAKE OATH AND SAY AS FOLLOWS THAT:**

1. I am an authorized representative of Dynex Capital Limited Partnership, Tancho Capital 1 Limited Partnership and Tancho Capital 3 Limited Partnership (the "**Three Limited Partnerships**"), which Three Limited Partnerships, in the aggregate, have over Twelve Million Dollars (\$12,000,000) invested in Phenomenome Discoveries Inc. ("**PDI**") and which Three Limited Partnerships own 25% of the common shares of PDI, such that I have personal knowledge of the facts and matters hereinafter deposed to, except where stated to be based upon information and belief, and where so stated, I believe the same to be true.
2. I have been involved as an investor in PDI for approximately the last twelve years. The Three Limited Partnerships hold three seats on the board of directors of PDI. I am one of these three directors of PDI appointed by the Three Limited Partnerships.
3. For reasons more particularly described below, the current President and Chief Executive Officer of PDI, Mr. Dayan Goodenowe, does not enjoy the support of the majority of the board of directors of PDI.
4. For approximately the past eighteen months, Mr. Goodenowe, as CEO of PDI, has refused to provide the board of directors of PDI with budgets and cash flow forecasts (despite being required to do so by Section 4.11 of the Amended and Restated Unanimous Shareholders Agreement of PDI dated July 9, 2012, as amended (the "**PDI Shareholders Agreement**") among PDI and all of its shareholders). In my experience as a director of Canadian corporations, no company can function without the benefit of these guiding documents.

5. I have been informed that, on Friday, November 20, 2015, Mr. Goodenowe caused PDI to file an application (the "**PDI CCAA Application**") with the Court of Queen's Bench For Saskatchewan for relief under the *Companies' Creditors Arrangement Act* (the "**CCAA**").
6. Mr. Goodenowe has never called for a meeting of the board of directors of PDI to discuss an application by PDI for relief under the CCAA. Sections 4.8(a)(xviii) and 4.8(a)(xix) of the PDI Shareholders Agreement effectively prohibit PDI from filing an application under the CCAA or commencing any similar procedure without the approval of at least three-quarters of the votes cast by the directors at a duly convened meeting or the unanimous written resolution of the directors. Attached and marked as Exhibit "A" to this Affidavit is a true copy of the PDI Shareholders Agreement.
7. Notwithstanding the prohibitions in the PDI Shareholders Agreement, in my experience as a director of numerous Canadian corporations, an initiative by a corporation to file an application for relief under the CCAA would require approval of the board of directors of that corporation.
8. Mr. Goodenowe has neither requested nor obtained approval of the board of directors of PDI for an application by PDI for relief under the CCAA. He does not have the support or approval of the board of directors of PDI to commence or continue the PDI CCAA Application.
9. On Wednesday, November 4, 2015, Ms. Christine Johnston, the Senior In-House Legal Counsel for PDI, released an opinion letter written by outside legal counsel to PDI (McDougall Gauley) to the board of directors of PDI. Mr. Goodenowe put enormous pressure on Ms. Johnston to withhold this information from the board of directors of PDI.
10. On Thursday, November 5, 2015, the CFO of PDI, Mr. John Hyshka, reported to the PDI board of directors that PDI would be insolvent in less than 30 days.
11. On Friday, November 6, 2015, Christine Johnston took a medical leave of absence from PDI for stress related reasons.
12. On Sunday, November 8, 2015, Mr. Goodenowe terminated the employment of Mr. John Hyshka, the CFO of PDI, initially for alleged insubordination. Mr. Goodenowe later added the accusation of embezzlement against Mr. Hyshka. Mr. Goodenowe has not provided the board of directors of PDI with any evidence of Mr. Hyshka's alleged insubordination or embezzlement accusation.

13. The CFO of PDI is a board appointment and requires board approval. Mr. Goodenowe did not consult with a single director of the board of directors of PDI before terminating the employment of Mr. Hyshka as the CFO of PDI.
14. On the week starting Monday, November 9, 2015, Mr. Goodenowe fired external legal counsel to PDI, the law firm of McDougal Gauley LLP, without informing the board of directors of PDI that he was doing so.
15. Also during the week commencing Monday, November 9, 2015, Mr. Goodenowe fired the last in-house legal counsel to PDI, Ms. Tamara Harasen, also for alleged insubordination. Mr. Goodenowe did not notify the board of directors of PDI of Ms. Harasen's termination nor has he provided any evidence of Ms. Harasen's alleged insubordination.
16. Today, the board of directors of PDI has no idea who Mr. Goodenowe is using for corporate counsel to PDI .
17. In summary, given Mr. Goodenowe's performance, I do not believe that the board of directors would countenance PDI moving into a CCAA proceeding.
18. A straightforward receivership is the last best hope for the common shareholders of PDI.
19. I make this Affidavit in support of an application by Golden Opportunities Fund Inc. for an Order appointing a receiver of the property, assets and undertaking of PDI.

SWORN BEFORE ME at the City of Kingston, in)
the Province of Ontario, this 23rd day of November,)
2015.)



A Notary Public in and for the Province of Ontario.
My appointment expires:
OR, Being a Solicitor.




PETER BLANEY

CONTACT INFORMATION AND ADDRESS FOR SERVICE:

Name of firm:	MacPherson Leslie & Tyerman LLP
Lawyer in charge of file:	Jeffrey M. Lee, Q.C. and Paul Olfert
Address of firm:	1500, 410 22 nd Street E, Saskatoon SK S7K 5T6
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File No:	60117.1

THIS IS EXHIBIT "A" referred to in the Affidavit of Peter Blaney SWORN before me at Kingston, Ontario this 23rd day of November, 2015.


PHENOMENOME DISCOVERIES INC. NOTARY PUBLIC in and for the Province of Ontario.

AMENDED AND RESTATED UNANIMOUS SHAREHOLDERS AGREEMENT

THIS AMENDED AND RESTATED UNANIMOUS SHAREHOLDERS AGREEMENT is made as of the 9th day of July, 2012 between Phenomenome Discoveries Inc., a corporation incorporated under the laws of the Province of Saskatchewan (the "Corporation"); Yol Bolsum Canada Inc. ("Yol Bolsum"), a corporation incorporated under the laws of Canada; John Hyshka ("Hyshka"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Dynex Capital Limited Partnership ("Dynex"), a limited partnership formed under the laws of the Province of Ontario; Peter Innes ("Innes"), an individual residing in the City of Ames in the State of Iowa; PSN Holdings Inc. ("PSN"), a corporation incorporated under the laws of the Province of Saskatchewan; Frank Hohn ("Hohn"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Jancy Holdings Inc. ("Jancy"), a corporation incorporated under the laws of the Province of Saskatchewan; Murray Trapp ("Trapp"), an individual residing in the Town of Shell Lake in the Province of Saskatchewan; Golden Opportunities Fund Inc. ("GOF"), a corporation incorporated under the laws of the Province of Saskatchewan; Ag West Bio Inc. ("Ag West"), a corporation incorporated under the laws of the Province of Saskatchewan; CIC Asset Management Inc. ("CIC"), a corporation incorporated under the laws of the Province of Saskatchewan; Tancho Capital (1) Limited Partnership ("Tancho 1"), a limited partnership formed under the laws of the Province of Ontario; Tancho Capital (3) Limited Partnership ("Tancho 3"), a limited partnership formed under the laws of the Province of Ontario; Induran Ventures 1, L.P. ("Induran"), a limited partnership formed under the laws of the Province of Ontario; Barry D. Bridges and Bonnie A. Bridges (together "Bridges"), individuals residing in the City of Estevan in the Province of Saskatchewan; Trevor Broker ("Broker"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Concordé Centres Inc. ("Concorde"), a corporation incorporated under the laws of the Province of Saskatchewan; Dr. Evan Howlett Medical Professional Corporation ("Howlett"), a corporation incorporated under the laws of the Province of Saskatchewan; William Johnson ("Johnson"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Donna Jubin ("Jubin"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Kenmore Land Company Ltd. ("Kenmore"), a corporation incorporated under the laws of the Province of Saskatchewan; Kenmore Land Company Ltd. #2 ("Kenmore #2"), a corporation incorporated under the laws of the Province of Saskatchewan; Allen Kimber ("Kimber"), an individual residing in the City of Weyburn in the Province of Saskatchewan; Lakewood Holdings Corp. ("Lakewood"), a corporation incorporated under the laws of the Province of Saskatchewan; R. Bruce McFarlane ("McFarlane"), an individual residing in the City of Calgary in the Province of Alberta; David McKeague ("McKeague"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Robert McKercher ("McKercher"), an individual residing in the Hamlet of Riverside Estates in the Province of Saskatchewan; PIC Investment Group Inc. ("PIC"), a corporation incorporated under the laws of the Province of Saskatchewan; Dorothy Platzer ("Platzer"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Robert H. McKercher Legal Prof. Corp. ("McKercher Legal") a corporation incorporated under the laws of the Province of Saskatchewan; Signet Management Ltd. ("Signet"), a corporation incorporated under the laws of the Province of Saskatchewan; James Weber ("Weber"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Weyburn Security Company Limited ("Weyburn"), a corporation incorporated under the laws of the Province of Saskatchewan; Fred Wilson ("Wilson"), an individual residing in the Town of Dundurn in the Province of Saskatchewan; Barry Woytowich ("Woytowich"), an individual residing in the City of Saskatoon in the Province of Saskatchewan; Pillar Management Ltd. ("Pillar"), a corporation incorporated under the laws of the Province of Saskatchewan; Emmeline

Management Ltd. ("Emmeline"), PIC Investment Group Inc. ("PIC"), a corporation incorporated under the laws of the Province of Saskatchewan; a corporation incorporated under the laws of the Province of Saskatchewan; and any other Person who becomes a Party hereto by executing an acknowledgement in the form of Schedule "B" attached hereto (or in such other form as may be approved by the Board from time to time.

RECITALS

WHEREAS each of the Parties as of the date of this Agreement (other than Induran and each other Party that owns only Preferred Shares in the capital of the Corporation) are party to a Unanimous Shareholder Agreement made effective July 23, 2007 (the "Prior Shareholder Agreement");

AND WHEREAS on July 9, 2012, the Corporation completed the closing of a financing consisting of the issuance to the Investors of Special Preferred Shares and Warrants of the Corporation;

AND WHEREAS the Parties hereto, other than the Corporation, together own, directly or indirectly, all of the issued and outstanding shares in the capital of the Corporation as set forth on Schedule "A" attached hereto;

AND WHEREAS the Parties as of the date of this Agreement wish to amend and restate the Prior Shareholder Agreement to record their agreement as to the manner in which the Corporation's affairs are to be conducted and to agree upon the terms on which the securities of the Corporation, now or hereafter outstanding and held by them and all other Parties, will be held, transferred and voted;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

Where used in this Agreement the following terms have the following meanings:

- (a) **"2012 Subscription Agreement"** means the Special Preferred Share Subscription Agreement dated July 9, 2012 among the Corporation, Induran, GOF, Concorde, Howlett, Hohn, Johnson, Jubin, McKeague, McFarlane, Signet, Weber, Weyburn, Woytowich, PIC, Emmeline and Pillar as amended from time to time;
- (b) **"Act"** means *The Business Corporations Act* (Saskatchewan) as amended from time to time, and any statute substituted for the same;
- (c) **"Affiliate"** has the meaning ascribed to such term in the Act;
- (d) **"Agreement"** and **"this Agreement"** means this Amended and Restated Unanimous Shareholders Agreement and all attached schedules and all instruments supplemental to or in amendment or confirmation of this Agreement;

- (e) **"Arm's Length"** shall be determined in the same manner as for the purposes of the *Income Tax Act* (Canada) as amended from time to time, and any statute substituted for the same;
- (f) **"Articles"** means the articles of incorporation of the Corporation, as amended from time to time;
- (g) **"Board"** means the board of directors of the Corporation;
- (h) **"Business Day"** means any day except Saturday, Sunday or any statutory holiday in the Province of Saskatchewan or the Province of Ontario;
- (i) **"Class A Shares"** means the Class A Common Voting Shares in the capital of the Corporation;
- (j) **"Class B Shares"** means the Class B Participating Non-Voting Shares in the capital of the Corporation;
- (k) **"Common Shares"** means Shares of the Corporation, whether voting or non-voting, having the right, upon liquidation or dissolution of the Corporation, to fully participate in the distribution of the remaining assets of the Corporation, and at the Effective Date of this Agreement means the Class A Shares and the Class B Shares;
- (l) **"Compensation Committee"** means any committee established by the Board under Section 4.12;
- (m) **"Control"** means: (a) with respect to any corporation, the ownership, beneficially or legally, of voting securities in the capital of such corporation, to which are attached more than fifty percent (50%) of the votes that may be cast to elect the directors of such corporation and such votes are sufficient (if exercised) to elect a majority of such directors; and (b) with respect to a partnership, trust, syndicate or other entity, actual power or authority to manage and direct the affairs of, or ownership of more than fifty percent (50%) of the beneficial interest in such entity;
- (n) **"Effective Date"** means the 9th day of July, 2012;
- (o) **"Independent"** means an individual: (i) who holds less than one percent (1%) of the Shares (excluding Shares received as director's compensation, whether directly or on the exercise of an option); (ii) who is not an officer or employee of the Corporation; and (iii) unless otherwise agreed by Induran or its Permitted Transferee (so long as Induran or its Permitted Transferee owns Preferred Shares) and GOF or its Permitted Transferee (so long as GOF or its Permitted Transferee owns Preferred Shares), is not an Affiliate, officer, director, principal, partner or employee of any Shareholder;
- (p) **"Induran Group"** means Induran and its Permitted Transferee;
- (q) **"Initial Public Offering"** means the Corporation's first underwritten public offering of its Common Shares pursuant to a registration statement that has been declared effective under the United States Securities Act of 1933 or a prospectus filed under applicable Canadian securities laws in respect of which a (final) receipt has been obtained, accompanied by the listing of the Common Shares on the Toronto Stock Exchange and/or the Nasdaq National Market and/or the

New York Stock Exchange and/or any other stock exchange or market approved in writing by the holders of a majority of the then outstanding Preferred Shares;

- (r) **"Institutional Investors"** means Dynex, GOF, CIC and Tancho I and any of their respective Permitted Transferee pursuant to Section 5.1; and **"Institutional Investor"** means any one of them;
- (s) **"Investors"** means Induran, GOF and any other Person that is or becomes a registered holder of Preferred Shares (including, without limitation, a Permitted Transferee of any Investor pursuant to Section 5.1), and **"Investor"** means any one of such Persons;
- (t) **"Licence Agreement"** means the licence agreement between Yol Bolsum and the Corporation dated December 15, 2001, as amended from time to time, for the licence to the Corporation of the use of the invention known as the **"Non-Targeted Complex Sample Analysis"**;
- (u) **"Liquidation Event"** means: (i) the liquidation, dissolution or winding-up of the Corporation; (ii)(A) any merger, amalgamation, reorganization, consolidation or other transaction (other than an Initial Public Offering) involving the Corporation and any other corporation or other entity or person in which the holders of the Corporation's outstanding voting Shares immediately prior to such merger, amalgamation, reorganization, consolidation or other transaction will hold less than fifty percent (50%) of the outstanding voting securities of the surviving or continuing entity after such merger, amalgamation, reorganization, consolidation or other transaction; (B) the sale, exchange or transfer by the Corporation's shareholders, in a single transaction or series of related transactions, of Shares representing not less than a majority of the outstanding voting Shares of the Corporation; (C) the sale, lease, license, abandonment, transfer or other disposition of all or substantially all the assets of the Corporation or the exclusive license of all or substantially all of the Corporation's material intellectual property and technology; or (iii) an Initial Public Offering;
- (v) **"Liquidity Committee"** has the meaning ascribed to such term in Section 5.5(d);
- (w) **"Parties"** means, collectively, the Shareholders and the Corporation and any other Person that is or becomes a party to this Agreement, and **"Party"** means any one of them;
- (x) **"Payout Event"** means where: (i) all and not less than all of the Preferred Shares are redeemed and the aggregate Preferred Share Preferential Amount then payable on all and not less than all of the Preferred Shares then outstanding has been paid in full in cash to the holders of the Preferred Shares in accordance with the Articles; or (ii) the Corporation has completed a Liquidation Event pursuant to which the aggregate Preferred Share Preferential Amount then payable on all and not less than all of the Preferred Shares then outstanding has been paid in full in cash to the holders of the Preferred Shares in accordance with the Articles, in the case of (i) or (ii), on or prior to the Trigger Date;
- (y) **"Permitted Additional Securities"** means the Tranche 2 Shares and the Warrant Shares;
- (z) **"Permitted Transfer of Rights"** has the meaning ascribed to such term in Section 2.7(a);
- (aa) **"Permitted Transferee"** means any Person to whom Securities are transferred pursuant to Section 5.1;

- (bb) **"Permitted Transferor"** has the meaning ascribed to such term in Section 5.1(e);
- (cc) **"Person"** means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, and a natural Person in his capacity as trustee, executor, administrator, or other legal representative;
- (dd) **"Preferred Majority"** has the meaning ascribed to such term in the Articles;
- (ee) **"Preferred Share Liquidity Transaction"** has the meaning ascribed to such term in Section 5.5(f);
- (ff) **"Preferred Share Preferential Amount"** has the meaning ascribed to such term in the Articles;
- (gg) **"Preferred Shares"** means the Special Preferred Shares in the capital of the Corporation;
- (hh) **"Principal"** has the meaning ascribed to such term in Section 7.1(a)(i);
- (ii) **"Prior Shareholder Agreement"** has the meaning ascribed to such term in the Recitals;
- (jj) **"Redemption Notice"** has the meaning ascribed to such term in the Articles;
- (kk) **"Removal Notice"** has the meaning ascribed to such term in Section 4.2(a);
- (ll) **"Repayment Transaction"** has the meaning ascribed to such term in Section 4.8(c);
- (mm) **"Sale Transaction"** has the meaning ascribed to such term in Section 5.2(a);
- (nn) **"Securities"** means all Shares and other securities of the Corporation, including debt securities, convertible securities, warrants to acquire Shares, options, and rights;
- (oo) **"Share"** means a share in the capital of the Corporation and **"Shares"** means more than one Share; and each of **"Share"** or **"Shares"** includes both present and future shares issued by the Corporation;
- (pp) **"Shareholders"** means the holders of the Shares as set forth in Schedule "A" attached hereto, together with such other Persons who are or may become Parties to this Agreement as a shareholder of the Corporation, collectively, and **"Shareholder"** means any one of such Persons individually;
- (qq) **"Special Event"** has the meaning ascribed to such term in Section 4.2(e);
- (rr) **"Special Majority"** means the holders of not less than two-thirds (2/3) of the Class A Shares then outstanding;
- (ss) **"Third Party"** means any Person who is not a Shareholder of the Corporation or an Affiliate of a Shareholder, and who is at Arm's Length to the selling Shareholder;
- (tt) **"Tranche 2 Shares"** has the meaning ascribed to such term in the 2012 Subscription Agreement;
- (uu) **"Transfer"** means any disposition, transfer, sale, exchange, assignment, gift, bequest, disposition, mortgage, hypothecation, charge, pledge, encumbrance, or any arrangement by

which title passes from one person or entity to another, and includes any agreement to effect the foregoing;

- (vv) **"Trigger Date"** means the date which is three (3) years after the Effective Date;
- (ww) **"Valuation Date"** means the date upon which a valuation made pursuant to Schedule "C" attached hereto is completed and delivered by the Valuator (as defined in Schedule "C" attached hereto) to the Corporation.
- (xx) **"Warrant Shares"** means the Class A Shares and/or any other securities of the Corporation issued or issuable on the exercise of the Warrants; and
- (yy) **"Warrants"** means the Warrants (as such term is defined in the 2012 Subscription Agreement), as such Warrants may be amended from time to time.

Unless there is something inconsistent in the subject matter or context; or unless otherwise provided in this Agreement, all other words and terms used in this Agreement that are defined in the Act have the meanings set out in the Act. Any other terms or phrases defined in this Agreement which are not otherwise defined above, have the meaning set forth in this Agreement.

Section 1.2 Applicable Law

This Agreement is governed by the laws of the Province of Saskatchewan and the laws of Canada applicable therein.

Section 1.3 Certain Rules of Interpretation

In this Agreement:

- (a) **Headings** - Headings of articles and sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (b) **Including** - Where the word "including" or the word "includes" is used in this Agreement, it means "including (or includes) without limitation".
- (c) **Number and Gender** - Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (d) **Severability** - If any provision of this Agreement is deemed by a court of competent jurisdiction to be wholly or partially invalid, this Agreement shall be interpreted as if such provision had not been part of this Agreement, and so that the invalidity of such provision shall not affect the validity of the remainder.
- (e) **Time** - Time is of the essence in the performance of the Parties' respective obligations.
- (f) **Time Periods** - Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done are calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the following Business Day if the last day of the period is not a Business Day.

- (g) **Currency and Cash Payments** - Unless otherwise indicated all dollar amounts referred to in this Agreement, including the symbol "\$", refer to lawful money of Canada, and references to "cash" include all forms of payment similar thereto, including cheques, bank drafts, bank wires, and solicitor's trust cheques
- (h) **Accounting Principles** - Wherever in this Agreement reference is made to generally accepted accounting principles or GAAP, such reference shall be deemed to be generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which such calculation is made or required to be made in accordance with such generally accepted accounting principles. For greater certainty, such reference shall further be deemed to be a reference to International Financial Reporting Standards or IFRS if, as applicable date of reference herein, the Corporation has completed its transition to IFRS.

Section 1.4 Schedules

Attached to and forming part of this Agreement are the following schedules:

Schedule "A" - List of Shareholders

Schedule "B" - Form of Acknowledgement

Schedule "C" - Valuation

ARTICLE 2 DECLARATION OF AGREEMENT; PURPOSE AND SCOPE

Section 2.1 Amendment and Restatement of Prior Shareholder Agreement

The Prior Shareholder Agreement is hereby amended and restated in the form of this Agreement with effect as of the Effective Date. Notwithstanding the foregoing, the Prior Shareholder Agreement shall continue to apply to any action taken or neglected to be taken by any party thereto, and to actions approved by or requiring the approval of shareholders or directors, in any case during such time as the Prior Shareholder Agreement was in full force and effect.

Section 2.2 Unanimous Shareholder Agreement

This Agreement is a unanimous shareholder agreement and pooled voting agreement as contemplated by the Act. Notice of the existence of this Agreement shall be given as may be permitted or required by the Act. The power of the directors to manage or supervise the management of the business and affairs of the Corporation is restricted in accordance with the terms of this Agreement. No amendment to this Agreement that affects the rights, powers and duties of any of the directors is effective until the directors are given written notice of the proposed amendment and an opportunity to resign.

Section 2.3 Share and Warrant Certificate Endorsements

In addition to such legends as may be required by applicable securities laws, each Share and Warrant certificate of the Corporation issued on or after the Effective Date shall be endorsed with a statement to the following effect:

"The securities evidenced by this certificate are subject to restrictions on their transfer and their voting rights and to the other provisions of a unanimous shareholder agreement between and among Phenomenome Discoveries Inc. and the shareholders of the corporation. All transfers, assignments and dealings of any nature or kind whatsoever with these securities may be made only pursuant to and subject to such restrictions on transfer and voting rights and the provisions of such agreement."

Section 2.4 Other Actions

The Parties shall do all acts and things and execute all documents which may be reasonably necessary or advantageous to enforce this Agreement according to its tenor and intent, and shall vote their Shares from time to time as necessary so as to cause the Corporation to, or to otherwise, carry out the terms of this Agreement.

Section 2.5 Compliance by Corporation

The Corporation undertakes to carry out and be bound by the provisions of this Agreement to the full extent that it has the capacity and power at law to do so.

Section 2.6 Agreement to Vote Shares

In the event that any action requiring approval pursuant to Section 4.8(a) of this Agreement (a "Special Action") after Section 4.8(a) is deemed to have been automatically amended in accordance with Section 4.8(d) is approved in accordance with Section 4.8(a) as amended by Section 4.8(d), each Shareholder agrees that it shall execute and deliver all deeds, transfers, consents, resolutions, share certificates or other documents as may be necessary to complete such Special Action (including, without limitation, amendments to this Agreement) and shall vote its Shares in favour of all resolutions relating to such Special Action at any meeting of shareholders of the Corporation and execute all written shareholder and other consents and resolutions relating to such Special Action and the completion of the transaction contemplated thereunder, and each Shareholder hereby expressly waives any right to dissent with respect to any such actions which are required for the purpose of any such Special Action. For greater certainty, this Section 2.6 shall only apply during the period of time that section 4.8(a) is amended pursuant to Section 4.8(d).

Section 2.7 Limitations on Special Rights of Induran, GOF and Institutional Investors

Notwithstanding any term or provision of this Agreement:

- (a) if at any time during the term of this Agreement, Induran does not own any Preferred Shares, then it shall have no special rights or privileges hereunder that are rights not otherwise accorded to all Shareholders in general, provided that it is acknowledged that such special rights and privileges may be transferred to a Permitted Transferee under the terms of Section 9.15 (a "Permitted Transfer of Rights"). Without limiting the generality of the foregoing, the rights of

Induran set out in Sections 1.1(o), 4.1, 4.2(f), 4.3, 4.4, 4.8(d), 4.11, 4.12(a), 5.5, 9.3 and 9.6 shall not commence until Induran is the registered owner of at least 12,500 Preferred Shares and shall cease upon Induran no longer being the registered owner of Preferred Shares (except to the extent that there is a Permitted Transfer of Rights). Any Permitted Transferee that receives Preferred Shares from Induran and that receives a Permitted Transfer of Rights shall be bound by this Section 2.7(a) in the same manner and to the same extent as Induran and such Permitted Transferee shall have the rights and obligations of Induran under this Agreement. Where Induran owns and then ceases to own any Preferred Shares, Induran shall execute and deliver all documents, waivers, and consents as may be necessary to implement any changes necessary to remove its rights and privileges (including without limitation causing the resignation of any of its nominee directors) as a holder of Preferred Shares hereunder, provided that this shall not be intended to impact any Permitted Transfer of Rights;

- (b) The special rights and privileges of GOF set out in Sections 1.1(o), 4.2(f), 4.8(d), 5.5, 9.3 and 9.6 shall not commence until GOF is the registered owner of at least 12,500 Preferred Shares and shall cease upon GOF no longer being the registered owner of Preferred Shares, provided that it is acknowledged that such special rights and privileges may be transferred to a Permitted Transferee under the terms of Section 9.15(a) (a "Permitted Transfer of Rights"). Any Permitted Transferee that receives Preferred Shares from GOF and that receives a Permitted Transfer of Rights shall be bound by this Section 2.7(b) in the same manner and to the same extent as GOF and such Permitted Transferee shall have the rights and obligations of GOF under this Agreement. Where GOF owns and then ceases to own any Preferred Shares, GOF shall execute and deliver all documents, waivers, and consents as may be necessary to implement any changes necessary to remove its rights and privileges as a holder of Preferred Shares hereunder, provided that this shall not be intended to impact any Permitted Transfer of Rights; and
- (c) if at any time any Institutional Investor does not own any Shares, then it shall have no further rights under this Agreement, and shall execute and deliver all documents, waivers, and consents as may be necessary to remove its rights and privileges (including without limitation causing the resignation of any of its nominee directors) hereunder.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

Each of the Shareholders represents and warrants to each other and to the Corporation that:

- (a) such Shareholder at the date hereof, owns beneficially and of record the number of Shares set forth opposite such Shareholder's name on Schedule "A" attached hereto, as applicable;
- (b) if the Shareholder is an individual, such Shareholder has the capacity to enter into and give full effect to this Agreement;
- (c) if the Shareholder is a corporation, it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation and it has the corporate power and capacity to own its assets and to enter into and perform its obligations under this Agreement;
- (d) if the Shareholder is a trust, partnership or joint venture, it is duly constituted under the laws that govern it and it has the power to own its assets and to enter into and perform its obligations under this Agreement;

- (e) this Agreement has been duly authorized by such Shareholder and has been duly executed and delivered by such Shareholder, and constitutes a valid and binding obligation of such Shareholder enforceable against such Shareholder in accordance with its terms, subject to the usual exceptions as to bankruptcy and the availability of equitable remedies;
- (f) the execution, delivery and performance of this Agreement does not and shall not contravene the provisions of its articles, by-laws, constituting documents or other organizational documents or the documents by which such Shareholder was created or established or the provisions of any indenture, agreement or other instrument to which such Shareholder is a party or by which such Shareholder may be bound; and
- (g) subject to the terms of this Agreement and any change in applicable law, all of the foregoing representations and warranties shall continue to be true and correct during the term of this Agreement.

ARTICLE 4 MANAGEMENT OF THE CORPORATION

Section 4.1 Election of Directors

- (a) Subject to the other provisions of this Agreement including, without limitation, Sections 2.7(a), 4.1(d), 4.2 and 5.5, the Board shall consist of up to thirteen (13) directors, initially constituted as follows:
 - (i) Yol Bolsum is entitled to have five (5) nominees elected to the Board, who shall initially be Dayan Goodenowe, Stan Yakatan and John Ryan, with two vacant positions;
 - (ii) Hyshka is entitled to be elected to the Board;
 - (iii) Dynex is entitled to have two (2) nominees elected to the Board, who shall initially be Shalabh Gupta and James Eaton;
 - (iv) GOF is entitled to have one (1) nominee elected to the Board, who shall initially be Doug Banzet;
 - (v) CIC is entitled to have one (1) nominee elected to the Board, who shall initially be Charlene Gavel;
 - (vi) Tancho I is entitled to have one (1) nominee elected to the Board, who shall initially be Stan Stewart; and
 - (vii) Induran is entitled to have one (1) nominee elected to the Board, who shall initially be Peter Blaney.
- (b) Notwithstanding Section 4.1(a): (i) Hyshka may at any time decline his right to be elected to, or may resign from, the Board; and (ii) each of Yol Bolsum, Dynex, GOF, CIC, Tancho I and/or Induran may at any time decline to put forward any of the nominee(s) to which it is entitled, and in the case of (i) or (ii), the size of the Board shall be reduced accordingly until such time as one

or more further nominee(s) are put forward and duly elected by the Shareholders, all in accordance with the terms of this Agreement.

- (c) Each Shareholder shall vote its Shares and/or deliver any necessary written resolutions to immediately elect the directors nominated in accordance with this Agreement.
- (d) Notwithstanding the foregoing, if a Payout Event occurs at any time, then Section 4.1(a)(vii) of this Agreement shall cease to have any further force and effect and thereafter, Yol Bolsum shall be entitled to have six (6) nominees elected to the Board.

Section 4.2 Removal of Director

- (a) Each of Yol Bolsum, Dynex, GOF, CIC, Tancho I and Induran has the right to remove any one (1) or more, as applicable, of its nominee(s) as director(s) of the Corporation, as it sees fit. If it wishes to do so, such Shareholder (the "Removing Shareholder") shall deliver to the Secretary a notice (the "Removal Notice") requesting the removal of its nominee from the Board. The Shareholders agree to vote their Shares in the Corporation and/or deliver any necessary written resolutions to immediately remove the director identified in the Removal Notice, and provided the Removing Shareholder has concurrently supplied the name of its new nominee to the Board of the Corporation, to immediately elect such new nominee to the Board.
- (b) If Hyshka ceases to be legally qualified to act as a director, ceases to own Shares in the Corporation, or ceases to be an employee of the Corporation, his rights to be elected under Section 4.1(a) shall cease, and Shareholders may vote their Shares to remove Hyshka from the Board. Nothing contained herein shall prevent Hyshka from being the nominee of Yol Bolsum, CIC, Golden, Dynex, Tancho I or Induran under the provisions of Sections 4.1 or 5.5(b).
- (c) If any of Yol Bolsum, Dynex, GOF, CIC, or Tancho I cease to own voting Shares in the Corporation, its rights to nominate and have elected any director(s) under Section 4.1 shall cease, and Shareholders may vote their Shares to remove any such nominee or nominees from the Board.
- (d) If Induran ceases to own Preferred Shares, its rights to nominate and have elected a director under Section 4.1 shall cease, and Shareholders may vote their Shares to remove any such nominee from the Board.
- (e) Notwithstanding Section 4.1(a)(i) and subject to Section 5.5, if at any time:
 - (i) Dayan Goodenowe dies or becomes mentally Incapacitated; or
 - (ii) Yol Bolsum is declared bankrupt or is insolvent;(in the case of (i) or (ii), a "Special Event") then for so long as the Special Event is in effect, the following shall occur:
 - (iii) where Yol Bolsum owns more than 50% of the voting Shares in the Corporation at the time of the Special Event:

- (A) unless otherwise unanimously consented to by John Hyshka and the Institutional Investors, the Shareholders shall remove two of the nominee directors of Yol Bolsum, as chosen by Yol Bolsum; and
 - (B) the Shareholders shall elect such additional two nominees, if any, as nominated in writing by those of John Hyshka and Institutional Investors representing a majority of the voting Shares held by John Hyshka and the Institutional Investors; or
- (iv) where Yol Bolsum owns 50% or less of the voting Shares in the Corporation at the time of the Special Event:
- (A) unless otherwise unanimously consented to by John Hyshka and the Institutional Investors, the Shareholders shall remove two of the nominee directors of Yol Bolsum, as chosen by Yol Bolsum; and
 - (B) the Shareholders shall, by ordinary election, elect two directors to fill the resulting vacancies on the Board.
- (f) Subject to Sections 2.7(a) and 2.7(b), Yol Bolsum shall enter into an agreement with each of its nominees to the Board, Induran and GOF requiring each such nominee to immediately resign from the Board if required by Induran or GOF in order to implement any reconstitution of the Board under Section 5.5 of this Agreement.
- (g) Induran shall enter into an agreement with its nominee to the Board and Yol Bolsum requiring such nominee to immediately resign from the Board if required by Yol Bolsum in order to implement a reconstitution of the Board at any such time as Induran has owned but then no longer owns Preferred Shares, provided that if Induran has completed a Permitted Transfer of Rights it is acknowledged that the Permitted Transferee of Induran shall have the rights and obligations of Induran under this Article 4.
- (h) Yol Bolsum shall enter into an agreement with its nominees to the Board and the Institutional Investors requiring such nominees to immediately resign from the Board if required in order to implement any reconstitution of the Board under Section 4.1(e) of this Agreement.

Section 4.3 Vacancies on the Board of Directors

If there is a vacancy on the Board, then subject to Section 4.1(b), such vacancy must be filled by either the Board pursuant to the provisions of the Act or by election at a duly constituted meeting of voting Shareholders or written resolution signed by all of the voting Shareholders; provided however, that subject to Section 2.7, the provisions of Sections 4.1, 4.2 and 5.5 shall be complied with in all respects. Such meeting shall be held, or such resolution circulated for signature, as soon as it is reasonably possible to do so, following the time of such vacancy.

Section 4.4 Meetings of Directors

Meetings of the Board shall be held no less than four (4) times per year. Subject to Sections 2.7 and 5.5 of this Agreement, quorum for any meeting of the Board shall consist of at least a majority of the directors then in office and shall include at least three (3) directors who are the nominees of any

three (3) of the Institutional Investors and Induran, of which one (1) of such nominees must be the nominee of CIC or GOF; provided that all of the Institutional Investors and Induran (so long as Induran has the right to nominate any member of the Board under the terms of this Agreement) may collectively agree to waive compliance with this provision in whole or in part for any particular meeting, for the remainder of the term of this Agreement, or such other period of time as they see fit. Notwithstanding the foregoing, if a quorum is not obtained at any meeting to which this Section 4.4 applies, the meeting shall be adjourned and may be reconvened on not less than five (5) Business Days notice to the directors, at which reconvened meeting, the quorum shall be a majority of the directors then in office, provided that only matters contained in the original notice shall be transacted at such reconvened meeting. Subject to Section 2.7(a), copies of all materials, whether in electronic or written form, provided to directors in connection with Board meetings which are not subject to solicitor client privilege or third party confidentiality obligations shall be provided to Induran at the same time that such materials are provided to the directors.

Section 4.5 Chairman of the Board

The Chairman of the Board shall be appointed by the Board annually, provided that for so long as Induran and GOF are entitled to nominate a majority of the Board under Section 5.5, the majority of the directors then in office may vote to remove and/or replace the Chairman at any time. The Chairman may be appointed for more than one consecutive term. The Chairman is entitled to vote at all meetings of the Board and where the Chairman is a Shareholder or the representative of a Shareholder, to vote at all meetings of Shareholders, but is not entitled to a second casting vote at any meeting of the Board or the Shareholders.

Section 4.6 Shareholder Rights

From and after the Effective Date:

- (a) No dividends shall be declared on the Class A Shares unless at the same time an equal dividend, on a share-for-share basis, is declared on the Class B Shares;
- (b) No dividends shall be declared on the Class B Shares unless at the same time an equal dividend, on a share-for-share basis, is declared on the Class A Shares; and
- (c) No split or consolidation (or similar transaction) of Common Shares shall occur with respect to any class of Common Shares of the Corporation unless at the same time the same proportionate split or consolidation (or similar transaction) of Shares occurs on the other classes of Common Shares of the Corporation.

Section 4.7 Yol Bolsum Rights

- (a) Subject to Sections 4.7(b) and 5.5 of this Agreement, the directors of the Corporation shall not issue any Shares in the capital stock of the Corporation (other than Permitted Additional Securities) without the consent of Yol Bolsum, including to existing or subsequent Shareholders.
- (b) Notwithstanding the foregoing, Section 4.7(a) shall not apply for so long as a Special Event is in effect.

Section 4.8 Restrictions on the Corporation

- (a) Subject to Sections 4.8(c), 4.8(d) and 5.5 of this Agreement, the Corporation shall not take any of the following actions without either the approval of at least three-quarters of the votes cast by the directors at a duly convened meeting or the unanimous written resolution of all of the directors:
- (i) Any amendment or any change to the Articles or the bylaws of the Corporation;
 - (ii) Any change in the fiscal year end;
 - (iii) Any declaration or payment of dividends or other distributions, return of capital, redemption, cancellation, repurchase or acquisition of shares or securities convertible into shares;
 - (iv) The issuance of any Securities other than Permitted Additional Securities;
 - (v) Any issuance of debt security and the granting of any type of security on the assets of the Corporation not provided for in the relevant budget once approved by the Board;
 - (vi) Carrying on any business other than the existing business or change in any material aspect of the business of the Corporation or the manner in which the same is carried on;
 - (vii) Any transaction or contract which does not fall within the Corporation's ordinary course of business;
 - (viii) The incorporation, creation, or acquisition of any entity that would be an Affiliate or a subsidiary of the Corporation;
 - (ix) The granting or repayment of any loan, advance, guarantee or suretyship to one or more persons as well as any investment in a firm, other than ordinary course borrowings under the Corporation's operating line of credit;
 - (x) The sale, license or assignment of security or other disposition of any patent, trademark, process, trade secret, license, distribution right or other asset or intellectual property of the Corporation, other than: (A) the non-exclusive license of the bioinformatics software to customers and collaborators of the Corporation; and (B) any licence or other disposition of intellectual property rights granted to customers, collaborators, or sample providers as part of the negotiation of contracts with such customers, collaborators, or other sample providers for or arising from the analysis of their samples, provided such customers, collaborators, or other sample providers are at Arm's Length to the Corporation and the Shareholders;
 - (xi) The sale, lease, exchange, mortgage or any other disposition of any real property of the Corporation;
 - (xii) The making of any capital expenditures in any fiscal year of more than the cumulative annual amount of \$100,000 that are not provided for in the relevant budget once

approved by the Board, or the making of any capital expenditure not directly related to the business of the Corporation;

- (xiii) Any amendment or change to the capital structure of the Corporation;
 - (xiv) The corporate restructuring, amalgamation or merger of the Corporation with any other body corporate;
 - (xv) The disposition of all or substantially all of the assets of the Corporation or of any subsidiary or the disposition of any shares of any subsidiary;
 - (xvi) Approval of the recommendation of the Compensation Committee as to any proposed payment or changes to payment of salaries, bonuses, fees, benefits or any other form of payment to the CEO, CFO, directors, officers, and executives of the Corporation;
 - (xvii) The creation or material amendment of any share ownership or incentive plan for employees;
 - (xviii) Any act pertaining to the winding up, dissolution or ceasing of the Corporation's operations;
 - (xix) The filing of an application for bankruptcy protection or similar procedures;
 - (xx) The approval of public offerings; and
 - (xxi) The institution or settlement of legal proceedings outside the ordinary course of business or for an amount exceeding \$50,000.
- (b) Reserved.
- (c) Notwithstanding Section 4.8(a), if the disposition of sufficient assets of the Corporation to permit the redemption of all and not less than all of the Preferred Shares then outstanding pursuant to which the payment of the aggregate Preferred Share Preferential Amount payable on all and not less than all of the Preferred Shares then outstanding will be paid in full in cash to the holders of the Preferred Shares pursuant to a transaction to be completed on or before the Trigger Date, is proposed (a "Repayment Transaction"), then: (i) Section 4.8(a) shall not apply to the Repayment Transaction; and (ii) in the event that a simple majority of the Board approves the Repayment Transaction at a duly called meeting of the Board (which, for greater certainty, shall be the sole approval required for such Repayment Transaction), each Shareholder agrees that it shall execute and deliver all deeds, transfers, consents, resolutions, share certificates or other documents as may be necessary to complete the Repayment Transaction and shall vote its Shares in favour of all resolutions relating to the Repayment Transaction at any meeting of Shareholders of the Corporation and execute all written shareholder and other consents and resolutions relating to the Repayment Transaction and the completion thereof, and, each Shareholder hereby expressly waives any right to dissent with respect to any such actions which are required for the purpose of the completion of the Repayment Transaction approved by the simple majority of the Board. The Corporation shall redeem all and not less than all of the Preferred Shares and pay the aggregate Preferred Share Preferential Amount in cash in

accordance with the provisions of the Articles, no later than the date that is twenty (20) days after the closing of the Repayment Transaction.

(d) Notwithstanding Section 4.8(a) but subject to Sections 2.7(a) and 2.7(b), in the event that a Payout Event fails to occur, then for so long as Induran and/or GOF own(s) Preferred Shares (and no longer):

(i) the following language shall be deemed to have been automatically deleted from Section 4.8(a):

"Subject to Sections 4.8(c), 4.8(d) and 5.5 of this Agreement, the Corporation shall not take any of the following actions without either the approval of at least three-quarters of the votes cast by the directors at a duly convened meeting or the unanimous written resolution of all of the directors:", and

(ii) the following language shall be substituted therefor:

"Subject to Sections 2.7(a) and 2.7(b), the Corporation shall not take any of the following Special Actions without the prior written approval of:

(A) *A. Induran or its Permitted Transferee (only so long as Induran or its Permitted Transferee owns Preferred Shares); and B. GOF or its Permitted Transferee (only so long as GOF or its Permitted Transferee owns Preferred Shares); or*

(B) *at least two (2) of Induran, Yol Bolsum and GOF, provided that in the event that such Special Action is not taken in connection with a transaction that will result in the payment of the aggregate Preferred Share Preferential Amount payable on all and not less than all of the Preferred Shares then outstanding being made in full in cash to the holders of the Preferred Shares immediately upon the consummation of such Special Action (as determined by each of Induran and GOF, acting reasonably), the approval in writing of each of (X) Induran or its Permitted Transferee (so long as Induran or its Permitted Transferee owns Preferred Shares), and (Y) GOF or its Permitted Transferee (so long as GOF or its Permitted Transferee owns Preferred Shares):"*

provided that: (i.) if neither Induran nor its Permitted Transferee any longer owns Preferred Shares, reference to Induran and its Permitted Transferee shall be deemed to have been deleted from Section 4.8(a) as amended by Section 4.8(d)(i) and (ii) above; (ii.) if neither GOF nor its Permitted Transferee any longer owns Preferred Shares, reference to GOF and its Permitted Transferee shall be deemed to have been deleted from Section 4.8(a) as amended by Section 4.8(d)(i) and (ii) above; and (iii.) if Induran and GOF and their respective Permitted Transferees no longer own Preferred Shares, then the language in Section 4.8(a) as amended by Section 4.8(d)(i) and (ii) above shall be deemed to have ceased to apply and the language deleted from Section 4.8(a) pursuant to Section 4.8(a)(i) shall be deemed to have been re-inserted in Section 4.8(a), in the case of (i.), (ii.) or (iii.), as of and from the date that Induran and/or GOF and their respective Permitted Transferees no longer own Preferred Shares, as applicable.

Section 4.9 Reserved

Section 4.10 Issuance of Additional Shares from Treasury

- (a) Subject to Sections 4.7, 4.8, and 4.10(b) of this Agreement, the Board may approve the issuance of additional Shares, or options or warrants exercisable for additional Shares, on such terms and for such price as the Board in its absolute discretion (but subject to applicable law) sees fit.
- (b) Notwithstanding Section 4.10(a), where the Board proposes to issue Shares to any Person (the "Subscriber"), the following provisions shall be complied with, unless waived in writing by the Special Majority:
 - (i) The proposed allotment of Shares shall be first offered by the Corporation, at a subscription price determined or fixed by the directors of the Corporation, to all the Shareholders of the Corporation as nearly as may be in proportion to the number of Common Shares held by them immediately prior to the date of such offer;
 - (ii) The offer referred to in Section 4.10(b)(i) (referred to in this section as the "Offer") shall specify the subscription price, shall limit the time within which the Offer, if not accepted, will be deemed to be declined (which time shall not be less than 30 days and not more than 60 days after the date of the Offer), and shall state that any Shareholder who desires to subscribe for an amount of Shares so offered greater than his or its proportionate share shall in his or its reply state how many Shares subject to the Offer greater than his or its proportionate share it desires. If all the Shareholders do not claim their respective proportions, the unclaimed Shares so offered shall be issued to satisfy the claims of Shareholders for shares in excess of their respective proportions, and if such claims are more than sufficient to exhaust such unclaimed shares, the unclaimed Shares shall be divided pro rata among the Shareholders desiring excess shares in proportion to the number of Shares greater than its proportionate share each Shareholder desired; provided that no such Shareholder shall be bound to take any shares in excess of the amount which it desires;
 - (iii) If, by the time limited in the Offer, all the Shares offered thereunder have not been subscribed for by the Shareholders in pursuance to the above, the Corporation may issue such portion of the Shares not subscribed for to the Subscriber at a price not less than the said subscription price.
- (c) The Corporation shall not issue options or warrants for Shares to any Subscriber without similarly complying with the provisions of Section 4.10(b).
- (d) Where, for the purposes of this Section 4.10, the Board proposes to create a new class of Shares for issuance, all Shareholders entitled to vote to approve such amendment to the Articles of the Corporation agree to cast their votes in favour of such resolution, provided that, notwithstanding the foregoing, each of Induran or its Permitted Transferee (so long as Induran or its Permitted Transferee owns Preferred Shares) and GOF or its Permitted Transferee (so long as GOF or its Permitted Transferee owns Preferred Shares) shall not be required to cast its votes in favour of such resolution and the prior written consent of each of Induran or its Permitted Transferee (so long as Induran or its Permitted Transferee owns Preferred Shares) and GOF or its Permitted Transferee (so long as GOF or its Permitted Transferee owns Preferred Shares) shall

be required in order to create such new class of Shares for issuance if such new class of Shares (a "Senior Class of Shares") contains any rights or privileges that are equal or superior to the rights and privileges of the Preferred Shares and/or, such new class of Shares has any rights, privileges and restrictions that would have an adverse effect on the payment of the Preferred Share Preferential Amount to the holders of the Preferred Shares as determined by each of Induran and GOF, each acting reasonably. Notwithstanding the foregoing, the prior written consent of each of Induran or its Permitted Transferee and GOF or its Permitted Transferee shall not be required under this Section 4.10(d) in the event that the Board's stated purpose (as reflected in the applicable Board resolutions) in creating the Senior Class of Shares is to raise funds at least sufficient to ensure that all the Preferred Shares are redeemed and the aggregate Preferred Share Preferential Amount then payable on all and not less than all of the Preferred Shares then outstanding is paid in full in cash to the holders of the Preferred Shares in accordance with the Articles, provided that this sentence shall only apply where all applicable documentation entered into by any Person (including without limitation, the Corporation) in connection with the creation of the Senior Class of Shares and the issuance of any Shares forming part of the Senior Class of Shares (the "Senior Shares") provides that the aggregate Preferred Share Preferential Amount shall be paid in full in cash to the holders of the Preferred Shares immediately upon the closing of the issuance of any Senior Shares. Notwithstanding the foregoing, the Corporation shall not issue any Senior Shares without the prior written consent of each of Induran or its Permitted Transferee (so long as Induran or its Permitted Transferee owns Preferred Shares) and GOF or its Permitted Transferee (so long as GOF or its Permitted Transferee owns Preferred Shares), unless concurrently with such issuance of such Senior Shares, the Preferred Shares are redeemed and the aggregate Preferred Share Preferential Amount then payable on all and not less than all of the Preferred Shares then outstanding is paid in full in cash to the holders of the Preferred Shares in accordance with the Articles.

- (e) Before issuing any Shares, options or warrants for Shares to any Subscriber who is not already a Shareholder, it shall be a prerequisite to such issuance that such Subscriber first enters into and agrees to be bound by the terms of this Agreement in the same manner as the other Shareholders.
- (f) The Corporation may issue additional Securities without complying with the provisions of Section 4.10(b) if such additional Securities are Permitted Additional Securities.

Section 4.11 Right to Additional Information

- (a) Subject to Section 2.7 and the other terms of this section 4.11, the Corporation shall provide to each of the Institutional Investors, Induran (so long as Induran has the right to nominate any member of the Board under the terms of this Agreement) and to each director of the Board:
 - (i) Within 90 days of the fiscal year end, audited consolidated and non-consolidated financial statements of the Corporation and any of its subsidiaries;
 - (ii) Quarterly unaudited consolidated and non-consolidated financial statements, including comparison to budget and prior year, within 20 days of the quarter end, to be prepared on a basis consistent with GAAP;

- (iii) In conjunction with the quarterly financial statements, a report summarizing key developments in each function area during the quarter, details of related party transactions, details of any occupational health & safety or environmental issues;
 - (iv) Monthly financial statements within 20 days of month end;
 - (v) The annual business plan together with the operating budget, and the capital expenditure budget, within 30 days before the end of the previous fiscal year;
 - (vi) All additional relevant information allowing for a proper analysis of the Corporation's business operations, including but not limited to threatened legal action and any material adverse change;
 - (vii) Prior to each Board meeting, a report signed by the chief executive officer or chief financial officer of the Corporation stating that all taxes and other source deductions have been remitted to the proper authorities, and all salaries and wages have been paid; and
 - (viii) copies of any notice, letter or document informing the Corporation of a default or a threatened or actual legal proceeding or similar matter regarding:
 - (A) any contract or undertaking to which the Corporation is a party, or
 - (B) any law or regulation applicable to the Corporation.
- (b) No Shareholder shall require its nominee director or directors to disclose to it any information which would be in breach of such director's obligation to hold such information in confidence pursuant to his or her statutory or common law fiduciary duties or the standard of care applicable to such director.
- (c) Management of the Corporation shall use best efforts to identify for the directors and Shareholders any information disclosed to such Persons that management believes is confidential.
- (d) Notwithstanding the provisions of Section 4.11(b), in addition to that information disclosed to each Shareholder pursuant to Section 4.11(a), a nominee director may disclose to the Shareholder that appointed such nominee director any and all relevant information required by the Shareholder to properly assess and monitor the Shareholder's investment in the Corporation.
- (e) All information received by: (i) Induran pursuant to Section 4.4; or (ii) a Shareholder pursuant to either Section 4.11(a) or 4.11(d), shall be held in confidence, as follows:
- (i) subject to subparagraph (ii) below, disclosure shall be limited to the following:
 - (A) to those directors, officers, employees and professional advisors of the Shareholder (or its general partner, if applicable) who need to know such confidential information, provided any such Person is subject to the same obligations of confidentiality;

- (B) to the shareholders of CIC, and their professional advisors who need to know such confidential information, provided any such Person is subject to the same obligations for confidentiality;
 - (C) to limited partners of Dynex, Tancho I and, subject to Section 2.7(a), Induran, and their professional advisors who need to know such confidential information, provided any such Person is subject to the same obligations for confidentiality;
 - (D) as required in order to comply with any regulatory reporting requirements of any governmental authority, stock exchange or securities regulatory body having jurisdiction over the Shareholder.
- (ii) CIC is further permitted to disclose financial information provided under Section 4.11(a), to the Government of Saskatchewan or its governmental agencies, as required by law and legislative custom provided that:
- (A) nothing contained in this exemption shall be construed as permitting disclosure under the terms of *The Freedom of Information and Protection of Privacy Act* (Saskatchewan), and all such financial information shall be considered to be confidential within the meaning of Section 19(1) thereof; and
 - (B) all such financial information so disclosed shall be prominently marked as "Confidential and not for Further Circulation or Distribution".

Section 4.12 Compensation of Senior Management

- (a) The granting of and any increases to the compensation of the Chief Executive Officer, the Chief Financial Officer, directors, and executives shall be entrusted to a Compensation Committee reporting to the Board for approval. The Compensation Committee shall be appointed by the Board and shall include at least one director who is the nominee of an Institutional Investor or of Induran (for so long as Induran has a nominee appointed to the Board).
- (b) Nothing contained in this section shall restrict: (1) any person from receiving payment of any dividends declared in compliance with this Agreement on their Shares, nor (2) Yol Bolsum from receiving license fees due to it under the Licence Agreement.

ARTICLE 5 TRANSFER AND DISPOSITION OF SECURITIES

Section 5.1 Transfer and Issuance of Securities

- (a) No Shareholder shall Transfer any Securities, or any of its rights or obligations under this Agreement, to any Person, except as specifically permitted or required by this Agreement. To the extent permitted by law, the Corporation shall not be required: (A.) to record on its books the Transfer of any Securities, or (B.) to treat as the owner of the Securities, or otherwise to accord voting or dividend rights to, any transferee to whom Securities have been transferred in contravention of this Agreement.

- (b) In addition to the rights given to it in Section 5.1(e) below but subject to the provisions of Sections 5.2, 5.3, and 5.4, Yol Bolsum may Transfer its Securities to any Third Party, provided that: (i) such Transfer is of all and not less than all of its Securities and to a single Person; and (ii) the transferee agrees to be bound by, and become a party to, this Agreement in accordance with Section 5.1(g) below.
- (c) In addition to the rights given to it in Section 5.1(e) below but subject to the provisions of Sections 5.2 and 5.4, Dynex may Transfer its Securities to any Person with the written consent of Yol Bolsum, provided the Person to whom such Securities are transferred first enters into and agrees to be bound by the terms of this Agreement in the same manner as Dynex.
- (d) In addition to the rights given to it in section 5.1(e) below, in the event that a Payout Event occurs or Induran otherwise ceases to own Preferred Shares and Induran owns Warrant Shares in the capital stock of the Corporation, then Induran may transfer such Warrant Shares to all or any of the partners of Induran as part of a distribution of assets to the partners of Induran, provided that each transferee agrees to be bound by, and become a party to, this Agreement in accordance with Section 5.1(g) below.
- (e) Subject to Section 5.2, each of Yol Bolsum, the Institutional Investors and Induran (a "Permitted Transferor") may, after giving notice to the Corporation, Transfer all of the Securities beneficially owned by it to:
 - (i) any Affiliate of the Permitted Transferor;
 - (ii) any fund under common management or Control with the Permitted Transferor (or any successor to the Permitted Transferor), or whose manager or general partner, as applicable, is the same as or an Affiliate of the manager or general partner of the Permitted Transferor (or its successor by amalgamation), or that is managed directly or indirectly by: (i) any partner of the Permitted Transferor, or (ii) any director or officer that is also a director or officer of the general partner of the Permitted Transferor;
 - (iii) where the Permitted Transferor is a partnership, a partner of the Permitted Transferor where such Transfer is made in connection with a distribution of assets to the partners of the Permitted Transferor; or
 - (iv) any Person in connection with the sale of all or substantially all of the assets of the Permitted Transferor or the liquidation or dissolution of the Permitted Transferor,

provided, that, (1) such Transfer is of all and not less than all of its Securities and to a single Person and (2) the transferee agrees to be bound by, and become a party to, this Agreement in accordance with Section 5.1(g) below.
- (f) Subject to Section 5.2, Hyshka shall be permitted to Transfer all of his Securities to a single Person as approved by the Special Majority, provided, that, such transferee agrees to be bound by, and become a party to, this Agreement in accordance with Section 5.1(g) below.
- (g) Every Transfer of Shares held by a Shareholder is subject to the conditions that:

- (i) the proposed transferee, if not already bound by the terms of this Agreement, first agrees, in writing, to become a party to and be bound by the terms of this Agreement by signing an acknowledgment substantially in the form annexed hereto as Schedule "B" (or in such other form as may be approved by the Board from time to time);
 - (ii) the Transfer is approved in accordance with the Articles; provided, that, any Transfer referred to in Section 5.1 or that is otherwise a permitted Transfer pursuant to this Agreement shall be deemed to be consented to by the Shareholders for the purposes of any restrictions on Transfer in the Articles; and
 - (iii) the Shareholder shall have provided the Corporation with written assurances, in form and substance satisfactory to the Corporation, that: (A.) the proposed Transfer is exempt from the registration and prospectus requirements of all applicable securities laws, and (B.) all appropriate action necessary for compliance with applicable securities laws and regulatory policies in connection with such proposed Transfer have been taken.
- (h) Notwithstanding any other term of this Agreement, Sections 5.3 and 5.4, as applicable, shall not apply to a Transfer of Securities permitted under Sections 5.1(d), 5.1(e) or 5.1(f).
- (i) To the extent permitted by law, the Corporation shall refuse to issue any new Shares to any Person who is not a Party hereto, and the issuance of Shares to any such Person shall not be approved by the Board, unless such Person has agreed to become a Party hereto and bound by all the provisions hereof by signing an acknowledgment substantially in the form annexed hereto as Schedule "B" (or in such other form as may be approved by the Board from time to time).

Section 5.2 Drag-Along Rights

- (a) If:
- (i) a third party (which may for this purpose include another Shareholder) offer is made to the Corporation and/or one or more of the Shareholders that provides for: (A.) any merger, amalgamation, reorganization, consolidation or other transaction involving the Corporation and any other corporation or other entity or person in which the persons who were the shareholders of the Corporation immediately prior to such merger, amalgamation, reorganization, consolidation or other transaction own less than fifty percent (50%) of the outstanding voting shares of the surviving or continuing entity after such merger, amalgamation, reorganization, consolidation or other transaction; (B.) the sale, exchange or transfer by the Corporation's shareholders, in a single transaction or series of related transactions, of at least a majority of the outstanding voting Shares of the Corporation (other than those held by the Person making the third party offer); or (C.) the sale, lease, license, abandonment, transfer or other disposition of all or substantially all the assets of the Corporation or the exclusive license of all or substantially all of the Corporation's material intellectual property and technology (any transaction referred to in (A.), (B.) or (C.) above being hereinafter referred to as a "Sale Transaction"); and

- (ii) subject to the other provisions of this section 5.2, the Sale Transaction has been irrevocably accepted, or otherwise approved, by a Special Majority,

then, upon being notified by the Corporation or such third party offeror that a Special Majority has accepted, or otherwise approved, the Sale Transaction, each Shareholder: (I.) shall, if the Sale Transaction involves a sale or other tender of Shares, sell all of the Shares held by such Shareholder to the third party offeror pursuant to the terms of the Sale Transaction in accordance with the offer upon the terms and at the price contained in the offer; (II.) shall vote in favour of (for the purposes of any approval acquired by the Act, the Articles, this Agreement or otherwise), and otherwise act (including, without limitation, by executing and delivering when required by the Corporation all documents and instruments), to approve the Sale Transaction and any continuance, reorganization or recapitalization or any other change to the Articles and this Agreement that is necessary or desirable to facilitate the Sale Transaction, as applicable; and (III.) shall provide such reasonable representations, warranties, indemnities, covenants, non-compete agreements, escrow agreements and other agreements as may be required by the third party offeror pursuant to such Sale Transaction, provided that the liability of each Shareholder under the definitive agreement for the sale transaction (including, without limitation, liability for a breach of representation or warranty or for a claim under an indemnity) shall not exceed the lesser of such Shareholder's (A) pro rata share of any claim; and (B) the purchase price payable to such Shareholder. To the extent permitted by law, each Shareholder hereby expressly waives any right to dissent or appraisal under applicable laws with respect to the transactions or approvals referred to in clause (II.) above.

- (b) Notwithstanding any other term of this Agreement, the terms of this Section 5.2 shall apply, *mutatis mutandis*, to any Preferred Share Liquidity Transaction approved by at least two (2) of the three (3) members of the Liquidity Committee as if such Preferred Share Liquidity Transaction was a Sale Transaction under this Section 5.2. In the event any Preferred Share Liquidity Transaction is approved under Section 5.5, all references to "a Special Majority" in this Section 5.2 and in Sections 5.3 and 5.4 shall be automatically deemed to be references to "at least two (2) of the three (3) members of the Liquidity Committee".
- (c) Notwithstanding the provisions of this Section 5.2, nothing contained in this Section 5.2 shall be of application to a Repayment Transaction governed by Section 4.8(c).

Section 5.3 Tag-Along Rights

- (a) Subject to having first complied with the provisions of Section 5.4, if Yol Bolsum wishes to sell some or all of its Securities to a Third Party in any one transaction or any series of related transactions, directly or indirectly, such sale or other disposition shall not be permitted unless:
 - (i) the consideration being paid for the Securities being sold is only cash; and
 - (ii) Yol Bolsum shall offer (or cause the Third Party to offer) each other Shareholder (a "Tag-Along Offeree") the right to elect to include, at the sole option of each Tag-Along Offeree, the number of Shares owned by each Tag-Along Offeree as is determined in accordance with Section 5.3(b) in the sale or other disposition to the Third Party. Yol Bolsum shall give notice to each Tag-Along Offeree describing the transaction and setting out the terms of the Third Party offer (the "Tag-Along Notice") and, at any time within 15 days after receipt of the Tag-Along Notice, each Tag-Along Offeree may elect

to include such number of Securities of each class owned by such Tag-Along Offeree in such a sale by giving written notice of election (an "Inclusion Election") to Yol Bolsum and delivering to Yol Bolsum share certificates representing such Securities (the "Tag-Along Shares"), together with a limited power of attorney authorizing Yol Bolsum to sell such Tag-Along Shares pursuant to the terms of such Third Party's offer. Any Tag-Along Offeree that delivers an Inclusion Election but does not provide Yol Bolsum with his or its Shares and Power of Attorney must stand ready, willing, and able to close on the closing date of the transaction, and shall indemnify Yol Bolsum from all costs, charges, expenses, and losses suffered or incurred (including all solicitors' fees and expenses) as a result of the failure of such Tag-Along Offeree to close the sale of its Shares.

- (b) Each Tag-Along Offeree shall have the right to sell, pursuant to the Third Party's offer, that percentage of the Tag-Along Offeree's Securities that is equal to the percentage of the Securities to be sold by Yol Bolsum; provided however that if the Third Party's offer is for a maximum number of Securities, and the number of Securities that Yol Bolsum and the Tag-Along Offeree(s) making Inclusion Elections wish to sell exceed such number, then the right to sell the Securities pursuant to the Third Party's offer shall be allocated on a pro rata basis among Yol Bolsum and the Tag-Along Offerees making an Inclusion Election in proportion to (i) the respective number of Securities owned by Yol Bolsum or such Tag-Along Offeree, as the case may be, as compared with (ii) the aggregate number of shares of each class owned by Yol Bolsum and such other Tag-Along Offerees.
- (c) The purchase by the Third Party from the Tag-Along Offerees pursuant to this Section 5.3 shall be on the same terms and conditions, including the price per Security and the date of sale or other disposition, as are received by Yol Bolsum and stated in the Tag-Along Notice, except that the Tag-Along Offerees who are in management of the Corporation and who have given an Inclusion Election may be required to give representations and warranties similar to those given by Yol Bolsum in the share purchase agreement. Each Tag-Along Offeree shall provide such reasonable representations, warranties, indemnities, covenants, non-compete agreements, escrow agreements and other agreements as may be required by the Third Party offeror pursuant to such Third Party offer, provided that the liability of each Tag-Along Offeree under the definitive agreement for the sale transaction (including, without limitation, liability for a breach of representation or warranty or for a claim under an indemnity) shall not exceed the lesser of such Tag-Along Offeree's (A) pro rata share of any claim; and (B) the purchase price payable to such Tag-Along Offeree.
- (d) If, within 15 days after the Tag-Along Notice is given, any other Shareholder has not accepted the offer to make an Inclusion Election, that other Shareholder will be deemed to have waived any and all of his or its rights with respect to the sale of Securities described in the Tag-Along Notice. Yol Bolsum shall have 120 days after such 15 day period in which to sell or otherwise dispose of the Securities of Yol Bolsum and the Tag-Along Offerees that have made an Inclusion Election (as calculated pursuant to Section 5.3(b)), to the Third Party, at a price and on terms not more favourable to Yol Bolsum than were set forth in the Tag-Along Notice.
- (e) If, at the end of such 120 day period, Yol Bolsum shall not have completed the sale of the Securities of Yol Bolsum and of any Tag-Along Offerees making an Inclusion Election, Yol Bolsum shall return to the Tag-Along Offerees all certificates which the Tag-Along Offerees have delivered for sale pursuant to Section 5.3(a)(ii).

- (f) This Section 5.3 shall not apply if the sale of Securities by Yol Bolsum is pursuant to a transaction pursuant to which a Special Majority has approved a Sale Transaction and otherwise exercised the drag-along rights provided in Section 5.2 with respect to a Sales Transaction.
- (g) This Section 5.3 shall not apply if the sale of Securities by Yol Bolsum is pursuant to a Preferred Share Liquidity Transaction approved pursuant to Section 5.5.
- (h) Notwithstanding any other term of this Section 5.3, an Investor shall only be treated as, and shall only be entitled to the rights of, a Tag-Along Offeree to the extent that such Investor holds Securities other than Preferred Shares in which case, for greater certainty: (i) the rights of such Investor as a Tag-Along Offeree under this Section 5.3 shall only extend to those Securities held by such Investor which are not Preferred Shares; and (ii) any Preferred Shares held by such Investor shall not be included in any calculations made under this Section 5.3 in determining the rights of such Investor as a Tag-Along Offeree.

Section 5.4 Right of First Refusal

- (a) Subject to the other provisions of this Section 5.4, the following shall apply where any Shareholder (the "Selling Shareholder") has received a bona fide offer (the "Offer") from any other Shareholder or Third Party to purchase any or all of his or its Securities (the "Offered Securities"), which offer the Shareholder is prepared to accept.
- (b) Upon receiving an Offer, the Selling Shareholder shall send a written copy thereof to the Corporation and to each of Yol Bolsum, Hyshka, Dynex, GOF, CIC, and Tancho I (the "Other Shareholders"). Promptly following its receipt of an Offer, the Corporation will provide each of the Other Shareholders with the number of Offered Securities which each of the Other Shareholders is entitled to purchase in proportion to the number of Securities held by them immediately prior to the date of such offer.
- (c) Each of the Other Shareholders shall have 30 days from its receipt of the Offer (the "Notice Period") to advise the Selling Shareholder as to whether or not it wishes to purchase its proportionate number of Offered Securities upon the same terms and conditions as set out in the Offer, and whether it wishes to purchase any additional Offered Securities, if available. If all the Other Shareholders do not claim their respective proportions, the unclaimed Offered Securities shall be divided so as to satisfy the claims of Other Shareholders for Offered Securities in excess of their respective proportions, and if such claims are more than sufficient to exhaust such unclaimed Offered Securities, the unclaimed Offered Securities shall be divided pro rata among the Other Shareholders desiring excess shares in proportion to the number of shares greater than its proportionate share each Other Shareholder desired; provided that no such Other Shareholder shall be bound to take any shares in excess of the amount which it initially elected to acquire.
- (d) If, at the end of the Notice Period, the Other Shareholders are not prepared to purchase all (and not less than all) of the Offered Securities, then this right of first refusal shall be of no further force and effect and the Selling Shareholder may, subject to Section 5.3 (if applicable), within the next 180 days, sell the Offered Securities to any other Shareholder or the Third Party on the same terms or terms not more favourable to the Shareholder than those set out in the Offer.

- (e) If the Other Shareholders have provided notices to purchase all of the Offered Securities, then they shall be bound to purchase the Offered Securities on the same terms and conditions as set out in the Offer, with such changes as are necessary to give effect to the division of the Offered Securities among more than one of the Other Shareholders.
- (f) To permit the practical implementation of this Section 5.4, no Securities may be indirectly Transferred by any Shareholder as part of or incidental to the sale of shares in the capital of a Shareholder or any other assets by any Shareholder or any other transaction.
- (g) This Section 5.4 shall not apply to a Transfer of Securities:
 - (i) if it is a permitted transfer under the terms of Section 5.1 unless, in the case of Yol Bolsum, the provisions of Section 5.3 require that the Transfer of Securities first be offered in accordance with Section 5.4;
 - (ii) if a Special Majority has approved the Third Party Offer as a Sale Transaction and otherwise exercised the drag-along rights provided in Section 5.2 with respect to the Third Party Offer;
 - (iii) if it is a permitted tag-along to a sale of Securities by Yol Bolsum under Section 5.3 (after first having complied with this Section 5.4);
 - (iv) if at least two (2) of the three (3) members of the Liquidity Committee exercise the mandatory sale rights provided in Section 5.5 with respect to a Preferred Share Liquidity Transaction;
 - (v) if it is Securities being sold by an employee to the Corporation where such shares were acquired under an approved employee stock option plan;
 - (vi) if it is a Transfer of Preferred Shares by an Investor; or
 - (vii) if it is pursuant to a Repayment Transaction.
- (h) Notwithstanding any other term of this Section 5.4, an Investor shall only be: (i) treated as, (ii) subject to the obligations of, and (iii) entitled to the rights of, a Selling Shareholder to the extent that such Investor holds Securities other than Preferred Shares in which case, for greater certainty, the rights and obligations of such Investor as a Selling Shareholder under this Section 5.4 shall only extend to those Securities held by such Investor which are not Preferred Shares.
- (i) Notwithstanding any other term of this Section 5.4, the number of Preferred Shares held by an Investor who is also an Other Shareholder shall not be included in determining the rights of such Investor as an Other Shareholder under this Section 5.4.

Section 5.5 Mandatory Sale

Subject to Sections 2.7(a) and 2.7(b), in the event that a Payout Event has failed to occur, then:

- (a) subject to Section 5.5(b), either of Induran or GOF shall be entitled to require a sufficient number of the Corporation's directors to immediately resign from the Board and/or otherwise be replaced with nominees as set forth in Section 5.5(b) and/or reconstitute the Board with a larger number of directors such that, in any case, the Board shall be constituted as set forth in Section 5.5(b);
- (b) in furtherance of Section 5.5(a) and notwithstanding Section 4.1 of this Agreement, if Induran or GOF exercises its rights under Section 5.5(a): (i) each of CIC, Tancho I and Yol Bolsum shall have the right to have one (1) nominee sit on the Board, provided that each such Party is still a Shareholder; (ii) subject to Section 4.2(b), Hyshka shall have the right to remain a member of the Board; (iii) Induran shall have the right to have up to three (3) nominees sit on the Board; (iv) Dynex shall have the right to have up to two (2) nominees sit on the Board; (v) GOF shall have the right to have up to three (3) nominees sit on the Board; and (vi) Induran and GOF shall have the right to have one (1) nominee sit on the Board who is Independent and who shall be jointly selected by Induran and GOF, acting reasonably. Subject to compliance with the applicable law, such nominees may either be appointed to fill a vacancy created by a resignation or elected to the position, as determined by Induran and GOF, acting reasonably;
- (c) notwithstanding Section 4.4, quorum for a meeting of the reconstituted Board under this Section 5.5 shall be a simple majority of the Board, provided that at least two of any directors present at a meeting of the Board must be directors nominated by Induran and at least two must be directors nominated by GOF under Sections 5.5(b)(iii) and 5.5(b)(v), respectively. Notwithstanding the foregoing, if a quorum is not obtained at any meeting to which this Section 5.5(c) applies, the meeting shall be adjourned and may be reconvened on not less than five (5) Business Days notice to the directors, at which reconvened meeting, the quorum shall be a simple majority of the Board, provided that at least two of any directors present at the reconvened meeting must be directors nominated by Induran or GOF and provided further that only matters contained in the original notice shall be transacted at such reconvened meeting;
- (d) the Board constituted in accordance with the above shall appoint a liquidity committee (the "Liquidity Committee") consisting of three (3) members, of which (i) one (1) member shall be the nominee of Induran, (ii) one (1) member shall be the nominee of GOF, and (iii) one (1) member shall be the nominee of Yol Bolsum (who shall be Dayan Goodenowe) unless otherwise agreed in writing by Induran and GOF;
- (e) the Liquidity Committee shall be permitted to retain an investment advisor, at the expense of the Corporation, and instruct such investment advisor to solicit offers to complete a Sale Transaction;
- (f) the provisions of Section 5.2 shall apply, *mutatis mutandis*, to all Shareholders in respect of the first offer constituting a purchase, lease, license, transfer or other disposition of all or any part of the assets of the Corporation and/or a Sale Transaction (together a "Preferred Share Liquidity Transaction") recommended for acceptance by at least two (2) of the three (3) members of the Liquidity Committee (who shall be deemed to constitute a Special Majority for the purposes of this Agreement including, without limitation, Sections 5.2, 5.3, 5.4 and 9.6). In addition, all Shareholders shall cause, to the extent applicable and permitted by law, their respective nominees on the Board to accept such Preferred Share Liquidity Transaction;

- (g) the Induran Group shall no longer be bound by the provisions of Section 5.1 with respect to the Transfer of any of its Securities and GOF shall no longer be bound by the provisions of Section 5.1 with respect to the Transfer of any of its Preferred Shares;
- (h) Sections 4.7, 4.10, 5.1(c) and 5.1(g) shall be deemed to have ceased to have any further force and effect until such time as a Preferred Share Liquidity Transaction has been completed and the aggregate Preferred Share Preferential Amount then payable on all and not less than all of the Preferred Shares then held by the Induran Group and GOF has been paid in full in cash to the Induran Group and GOF;
- (i) upon closing of the Preferred Share Liquidity Transaction or as soon thereafter as permitted under applicable law, then in the event there are still Preferred Shares issued and outstanding (i) the Corporation shall redeem the outstanding Preferred Shares, and (ii) all Shareholders shall cause, to the extent applicable and permitted by law, their respective nominees on the Board to approve such redemption; and
- (j) following the redemption of the outstanding Preferred Shares, the Board shall be reconstituted as provided for in Section 4.1, provided that Section 4.1(a)(vii) shall cease to be of any force and effect and Yol Bolsum shall be entitled to have six (6) nominees elected to the Board.

ARTICLE 6

ARRANGEMENTS REGARDING DISPOSITIONS

Section 6.1 Closing

The following provisions apply to any Transfer of Shares between Shareholders or between any Shareholders and the Corporation pursuant to this Agreement, or by a Shareholder who wishes or is required to sell Shares pursuant to Sections 5.2, 5.4 or 5.5 of this Agreement:

- (a) The Transfer shall be completed at the Corporation's registered office on the date specified for closing. At such time, the transferor(s) shall Transfer to the transferee(s) good title to the Shares being transferred free and clear of all liens, charges and encumbrances and deliver to the transferee(s) certificates and other documents of title evidencing ownership of the Shares being transferred, duly endorsed in blank for transfer by the holders of record. In addition, if the transferor is disposing of all or substantially all of its Shares, the transferor(s) shall deliver to the Corporation all records, accounts and other documents in its possession belonging to the Corporation and the resignations and releases of its nominees on the Board, all such resignations to be effective no later than the time of delivery. Subject to the terms of this Agreement, the transferee(s) shall deliver to the transferor(s) full payment of the purchase price (subject to any escrow or holdback requirement) payable for the Shares being transferred.
- (b) If, at the time of closing, a transferor fails to complete the subject transaction of purchase and sale, the transferee shall have the right, if not in default under this Agreement, without prejudice to any other rights that it may have, upon payment by the transferee of that part of the purchase price payable to the transferor at the time of closing to the credit of the transferor in the main branch of the Corporation's bank (or, in the case of a Sale Transaction in which the consideration consists of cash, securities or other assets, or any combination, with a third party escrow agent), to execute and deliver, on behalf of and in the name of the transferor, such deeds, transfers, share certificates, resignations or other documents that may be necessary to

complete the subject transaction and the transferor hereby irrevocably appoints the transferee its attorney in that behalf. Such appointment and power of attorney, being coupled with an interest, shall not be revoked by the insolvency or bankruptcy of the transferor and the transferor hereby ratifies and confirms and agrees to ratify and confirm all that the transferee may lawfully do or cause to be done by virtue of such appointment and power.

Section 6.2 Completion of Drag-Along Offers

If a Sale Transaction (including, without limitation a Preferred Share Liquidity Transaction) contemplates a purchase of Shares and, at the time proposed for the closing of the Sale Transaction, a Shareholder (a "Defaulting Shareholder") does not complete the Sale Transaction for any reason, the party making the third party offer has the right to deposit that portion of the consideration for such Shareholder's Shares to be paid at closing either, in the case of consideration consisting of cash, to the credit of such Shareholder in the main branch of the Corporation's bank, or, in the case of consideration consisting of cash, securities or other assets, or any combination, with a third party escrow agent. If the purchase price is so deposited, then from and after the closing and the date of deposit, even if certificates or instruments evidencing the Shares are not delivered to the third party making the third party offer:

- (a) the Sale Transaction is deemed to have been fully completed by the Defaulting Shareholder (subject to any obligation in the transaction documents to make payments of portions of the purchase price after the closing date), and the records of the Corporation shall be amended accordingly;
- (b) all of the Defaulting Shareholder's interest in its Shares is conclusively deemed to have been transferred and assigned to and to have become vested in the third party; and
- (c) all interest of the Defaulting Shareholder and of any other Person (other than the third party) having an interest in such Shares ceases.

This Section 6.2 is in addition to the terms of Sections 2.6, 5.2, 6.1 and Article 8.

Section 6.3 Repayment of Debt

In the event that at the time of the sale of any Shares under any provision of this Agreement, the vendor thereof is indebted to the Corporation or any Affiliate thereof, the vendor shall assign and set over to the Corporation or such Affiliate and shall direct the purchaser to pay to the Corporation or such Affiliate, if requested by the Corporation to do so, the purchase price of such Shares to the extent required to discharge the vendor's indebtedness to the Corporation or such Affiliate

ARTICLE 7 OPTION TO PURCHASE

Section 7.1 Definitions

- (a) In this article,
 - (i) "Principal" means the majority voting shareholder of a corporate Shareholder; and

- (ii) **"Withdrawing Event"** means any of the following events with respect to any Shareholder other than Yol Bolsum, the Institutional Investors and Induran:
- (A) The death of a Shareholder or the Principal of a Shareholder;
 - (B) The bankruptcy or insolvency of a Shareholder or the Principal of a Shareholder;
 - (C) The mental incapacity of a Shareholder or the Principal of a Shareholder;
 - (D) The termination of employment of any Shareholder, or the Principal of a Shareholder, who is employed by the Corporation;
 - (E) Any voluntary or involuntary Transfer of the Shares of a Shareholder in contravention of this Agreement or a change in voting Control of a corporate Shareholder.

Section 7.2 Option to Purchase of Yol Bolsum

- (a) At any time after the occurrence of a Withdrawing Event, Yol Bolsum has the right, exercisable by written notice (the **"Purchase Notice"**) to such Shareholder, given within 90 days of Yol Bolsum first becoming aware of the occurrence of a Withdrawing Event, to purchase all or any portion or class of the Shares owned or held by such Shareholder as follows:
- (i) the closing will be on the business day that Yol Bolsum specifies in the Purchase Notice which is not more than 90 days following the Valuation Date; and
 - (ii) the price shall be a sum equal to the purchase price per Share calculated in accordance with Schedule "C" multiplied by the number of Shares to be purchased from the Shareholder, and will be payable on closing.

Section 7.3 Second Option to Purchase of the Corporation

- (a) In the event Yol Bolsum fails to exercise its option within the 90 days as set out in section 7.2, or otherwise waives its option by notice in writing given to the Corporation, then subject to the restrictions of the Act, and without in any way limiting the Corporation's other rights it may have at law, the Corporation has the right, exercisable by written notice (the **"Purchase Notice"**) to such Shareholder, given within 60 days from the date of the expiry of the option of the Corporation or receipt by the Corporation of its written notice as referred to herein, whichever first occurs, to purchase all or any portion or class of the Shares owned or held by such Shareholder as follows:
- (i) the closing will be on the business day that the Corporation specifies in the Purchase Notice which is not more than 90 days following the Valuation Date; and
 - (ii) the price shall be a sum equal to the purchase price per Share calculated in accordance with Schedule "C" multiplied by the number of Shares to be purchased from the Shareholder, and will be payable on closing.

Section 7.4 Warranties of Seller

Each Shareholder who sells any of his or its Shares (the "Seller") to Yol Bolsum or the Corporation (the "Purchaser") pursuant to this Article 7 shall be deemed to represent and warrant to the Purchaser at the time of closing of the transaction of purchase and sale in question that:

- (a) the Seller has a good and marketable title to such Shares being sold; and
- (b) the Purchaser shall acquire such Shares being sold free of any encumbrance of any kind other than as created by this Agreement;

and in addition the Seller shall be deemed to agree to indemnify and save harmless the Purchaser against any loss suffered by the Purchaser as a result of there being any encumbrance upon or any defect in the title of the Seller to such Shares being sold.

Section 7.5 Closing

Each purchase and sale of Shares between a Seller and the Purchaser shall, unless the Seller and the Purchaser otherwise agree, be closed at the offices of the solicitors of the Purchaser at 10:00 a.m. on the closing date specified in accordance with this Agreement.

Section 7.6 Closing Conditions

At the time of closing of any purchase of any Shares under this Agreement, the Seller shall table:

- (a) a certificate or certificates representing the Shares being sold by the Seller, duly endorsed in blank for transfer;
- (b) a release of any encumbrances on the Shares being sold; and
- (c) either a certificate of the Seller stating that the Seller is not a non-resident of Canada for the purposes of the *Income Tax Act* or a certificate issued by the Minister of National Revenue pursuant to section 116 of the *Income Tax Act* with respect to the proposed disposition of property by a non-resident of Canada; and if the Seller fails to deliver the certificate, or if the purchase price for the Shares being sold is greater than the certificate limit shown in the Minister's certificate, then the Purchaser shall be entitled to deduct or withhold from the purchase price and to remit to the Receiver General of Canada the amount for which the Purchaser, in its reasonable determination, is liable pursuant to the provisions of section 116 of the *Income Tax Act* in respect of the sale of the Shares being sold.

Section 7.7 Payment

The Purchaser shall pay for the Shares being purchased by a solicitor's trust cheque, bank draft, bank wire, or certified cheque.

**ARTICLE 8
POWER OF ATTORNEY**

Should any Party, in the opinion of the Board fail to comply or fail to take any action to comply with the provisions of Sections 2.6, 2.7, 5.2 or 5.5 of this Agreement, then the Secretary of the Corporation shall be deemed to be irrevocably appointed as the true and lawful attorney of such Party with authority to do all things and execute and deliver, on behalf of and in the name of the Party, such deeds, transfers, share certificates, resignations, proxies, resolutions, consents, voting instructions or other documents as may be necessary or desirable to comply with the terms and provisions of Sections 2.6, 2.7, 5.2 or 5.5 of this Agreement, as applicable, and such Party shall have no claim or cause of action against the Corporation, the Board, the Secretary of the Corporation or any other Party, or against any third party, as a result of the Secretary of the Corporation so acting as its attorney. Such appointment and power of attorney, being coupled with an interest, shall not be revoked by the insolvency or bankruptcy of the Party, and the Party hereby ratifies and confirms and agrees to ratify and confirm all that the Secretary of the Corporation may lawfully do or cause to be done by virtue of such appointment and power. The power of attorney set forth in this Article 8 is in addition to, and does not derogate from, any power of attorney given by any Party under this Agreement or any other document.

**ARTICLE 9
GENERAL**

Section 9.1 Application of this Agreement

The terms of this Agreement shall apply, mutatis mutandis, to any Shares that may hereafter be issued by the Corporation and to any shares or other securities:

- (a) resulting from the conversion, reclassification, redesignation, subdivision, consolidation or other change to the Shares; or
- (b) of the Corporation or any successor body corporate that may be received by the Shareholders on a merger, amalgamation, arrangement or other reorganization of or including the Corporation;

and prior to any action referred to in (a) or (b) above being taken the Parties shall give due consideration to any changes that may be required to this Agreement in order to give effect to the intent of this Section 9.1.

Section 9.2 Reserved

Section 9.3 Amendment of Agreement

- (a) Subject to Sections 2.7(a) and 2.7(b), no amendment, supplement or modification of this Agreement is binding unless approved in writing by a Special Majority, Induran and GOF and any amendment, supplement, or modification so approved shall be binding upon each of the Parties, provided that, the Parties hereby agree to such amendments to Schedule "A" from time to time as may be necessary to reflect permitted changes in the Shareholders. For greater certainty, in case of any conflict or inconsistency between the terms of this Section 9.3 on the one hand, and

any of Sections 2.6, 2.7(a), 2.7(b), 5.2 and 5.5 on the other hand, the applicable terms of Sections 2.6, 2.7(a), 2.7(b), 5.2 and 5.5 shall prevail.

(b) Subject to Sections 2.7(a), 2.7(b), 9.3(c) and 9.3(d), in the event that a Payout Event fails to occur, then Section 9.3(a) shall be deemed to have ceased to have any force and effect and, thereafter, no amendment, supplement or modification of this Agreement is binding unless approved in writing by:

(i) at least two (2) of Induran, Yol Bolsum and GOF; and

(ii) in the event that such amendment, supplement or modification to this Agreement is not made in connection with a transaction that will result in the payment of the aggregate Preferred Share Preferential Amount payable on all and not less than all of the Preferred Shares then outstanding being made in full in cash to the holders of the Preferred Shares immediately upon the closing of such transaction (as determined by each of Induran and GOF, acting reasonably), the approval in writing of each of (A.) Induran or its Permitted Transferee (so long as Induran or its Permitted Transferee owns Preferred Shares), and (B.) GOF or its Permitted Transferee (so long as GOF or its Permitted Transferee owns Preferred Shares).

and any amendment, supplement, or modification so approved in accordance with clauses (i) and (ii) above, as applicable shall be binding upon each of the Parties for so long as Induran or its Permitted Transferee owns Preferred Shares and GOF or its Permitted Transferee owns Preferred Shares. Where Induran or its Permitted Transferee and GOF or its Permitted Transferee cease to own Preferred Shares more than 60 days after the Trigger Date, then this Section 9.3(b) shall be deemed to have terminated and ceased to have any force and effect, and Section 9.3(a) shall apply (with the exception that references to Induran and GOF shall be removed therefrom).

(c) Notwithstanding Sections 9.3(a) and (b), no amendment to Sections 4.6(a) and 4.6(b) of this Agreement shall be made without the approval of the holders of at least: (i) 95% of the Class A Shares then outstanding; and (ii) 95% of the Class B Shares then outstanding, and any amendment so approved shall be binding upon each of the Parties.

(d) Notwithstanding Sections 9.3(a) and (b), no amendment to Section 4.6(c) of this Agreement shall be made without the approval of the holders of at least: (i) 95% of the Class A Shares then outstanding; and (ii) 95% of the Class B Shares then outstanding and, subject to Section 2.7(a), the approval of Induran, and any amendment so approved shall be binding upon each of the Parties.

(e) Notwithstanding Section 9.3(a) and for so long as the terms of Section 9.3(b) would otherwise allow any two (2) or three (3) of Yol Bolsum, GOF and Induran, as applicable, to authorize any amendment, supplement or modification to this Agreement, no amendment, supplement or modification shall be made to Sections 1.1(o), 2.7, 4.11(e), 5.1 or 5.5 (and the definitions applicable thereto) without the approval of Induran, GOF and the Special Majority, and any amendment, supplement, or modification so approved shall be binding upon each of the Parties.

Section 9.4 Undertaking

The Parties undertake to sign and complete all such deeds, documents, resolutions, minutes and other instruments and to do all such acts as are necessary to give full effect to the terms, conditions and restrictions contemplated by this Agreement and to make them binding on the Parties as well as on third parties who are not privy to the terms hereof.

Section 9.5 Associated Corporations

If at any time any corporations owned by any of the Shareholders are deemed to be associated with the Corporation or any of its subsidiaries under the *Income Tax Act*, then all such Shareholders shall file or shall cause their subsidiaries or corporations to file such form as prescribed by the *Income Tax Act* for the purpose of allocating the business limit as directed by the Corporation.

Section 9.6 Termination

- (a) This Agreement has an indefinite term, subject to earlier termination in the event of:
 - (i) the date this Agreement is terminated by the written approval by the Special Majority, Induran (subject to Section 2.7(a)) and GOF (subject to Section 2.7(b));
 - (ii) the liquidation, dissolution, winding up or other termination of the corporate existence of the Corporation; or
 - (iii) the time that one Person becomes the beneficial owner of all of the Shares.
- (b) With the exception of Section 4.11(e), this Agreement ceases to be binding on a Shareholder when he or it has fully disposed of all of his or its Shares in accordance with the terms of this Agreement.
- (c) Notwithstanding the foregoing, but subject to Sections 2.7(a) and 2.7(b), in the event that a Payout Event has failed to occur, the reference to "the Special Majority, Induran (subject to Section 2.7(a)) and GOF (subject to Section 2.7(b))" in Section 9.6(a)(i) shall be deemed to be a reference to "at least two (2) of Induran, Yol Bolsum and GOF", provided, that, in the event that any termination of this Agreement that is not made in connection with a transaction that will result in the payment of the aggregate Preferred Share Preferential Amount payable on all and not less than all of the Preferred Shares then outstanding being made in full in cash to the holders of the Preferred Shares immediately upon the closing of such transaction (as determined by each of Induran and GOF, acting reasonably), then any termination of this Agreement under this Section 9.6(c) shall also require the approval in writing of both (i) Induran or its Permitted Transferee (for so long as Induran or its Permitted Transferee owns Preferred Shares) and (ii) GOF or its Permitted Transferee (for so long as GOF or its Permitted Transferee owns Preferred Shares), in order to be effective.
- (d) Section 4.11(e) shall: (i) remain an obligation of each Shareholder after it ceases to own Shares of the Corporation; and (ii) shall survive any termination of this Agreement.

Section 9.7 Notices

- (a) Except as otherwise specified in this Agreement, any notice given shall be in writing, and given by delivery in person to a named representative or by registered mail, telex or telecopier, properly addressed to each party to whom given, with postage charges prepaid. A notice given under any provision hereof is deemed given only when received by the party to whom such notice is directed.
- (b) Until changed by notice in writing, the address for service for each party is as follows:

Yol Bolsum Canada Inc.
Box 38041
Saskatoon, SK S7N 1H2
Fax # (306) 668-4896

John Hyshka
941 University Drive
Saskatoon, SK S7N 0K2
Fax # (306) 652-0257

Dynex Capital Limited Partnership
150 William Street
Kingston, ON, K7L 2C9
Fax: 613-549-3054

Peter Innes
801 Dayton Avenue
P.O. Box 667
Ames, Iowa 50010
Fax #515-817-0747

PSN Holdings Inc.
410 Braeshaw Lane
Saskatoon, SK S7V 1B2
Fax # 306-244-4233

Frank Hohn
601 CN Towers
Midtown Plaza
Saskatoon, SK S7K 1J5
Fax#306-665-8778

Jancy Holdings Ltd.
511C - 51st Street East
Saskatoon, SK S7K 6V4
Fax# 306-931-4549

Murray Trapp
Box 126
Shell Lake, SK S0J 2G0
Fax # 306-427-4909

Golden Opportunities Fund Inc.
830, 410 – 22nd Street East
Saskatoon, SK S7K 5T6
Attention: Chief Financial Officer
Fax # 306-652-8186

Ag West Bio Inc.
101 – 111 Research Drive
Saskatoon, SK S7N 3R2
Fax: 306-975-1966

CIC Asset Management Inc.
400 – 2400 College Avenue
Regina SK S4P 1C8
Fax: 306-787-6926

Tancho Capital (I) Limited Partnership
150 William Street
Kingston, ON, K7L 2C9
Fax: 613-549-3054

Tancho Capital (3) Limited Partnership
150 William Street
Kingston, ON, K7L 2C9
Fax: 613-549-3054

Induran Ventures 1, L.P.
150 William Street
Kingston, ON, K7L 2C9
Fax: 613-549-3054

Barry D. Bridges and Bonnie A. Bridges
1277 King Street
Estevan SK S4A 2C6
Fax: 306-634-3582

Trevor Broker
326 Brock Crescent
Saskatoon SK S7H 4N5
Fax: 306-244-2451

Concorde Centres Inc.
1171 8th Street East
Saskatoon SK S7H 0S3
Attention: David Dube
Fax: 306-668-3096

Dr. Evan Howlett Medical P C
121 Capilano Court
Saskatoon SK S7K 4B9
Attention: Evan Howlett

William Johnson
210 Van Impe Close
Saskatoon SK S7W 1C1

Donna Jubin
149 Columbia Drive
Saskatoon SK S7K 1G1

Kenmore Land Company Ltd.
204 – 3929, 8th Street East
Saskatoon SK S7H 5M2

Kenmore Land Company Ltd. #2
204 – 3929, 8th Street East
Saskatoon SK S7H 5M2

Allen Kimber
327 – 6th Street
Weyburn SK S4H 1B5
Fax: 306-842-0595

Lakewood Holdings Corp.
232 – 12th Avenue
Estevan SK S4A 1E2

R. Bruce McFarlane
2020 Pumphill Way SW
Calgary AB T2V 4M4
Fax: 403-262-7097

David McKeague
701 Broadway Avenue
Saskatoon SK S7H 4P7
Fax: 306-652-1323

Robert McKercher
75 Country Lane
Riverside Estates SK S7T 1A3

PIC Investment Group Inc.
255 Robin Crescent
Saskatoon SK S7L 6M8
Fax: 306-653-5778

Dorothy Platzer
401 Dalhousie Crescent
Saskatoon SK S7H 3S3

Robert H. McKercher Legal Prof. Corp.
374 3rd Avenue South
Saskatoon SK S7K 1M5

Signet Management Ltd.
10 DeGeer Crescent
Saskatoon SK S7H 4P7
Attention: Irene Seiferling

James Weber
310 – 728 Spadina Crescent East
Saskatoon SK S7K 3H2
Fax: 306-244-6226

Weyburn Security Company Limited
111 Second Street
Weyburn SK S4H 0T7
Attention: James Onstad
Fax: 306-842-0595

Fred Wilson
Box 295
Dundurn SK S0K 1K0

Barry Woytowich
627 Nesslin Crescent
Saskatoon SK S7J 4V6
Fax: 306-956-5252

PIC Investment Group Inc.
255 Robin Crescent
Saskatoon SK S7L 6M8

Pillar Management Ltd.
875 Baker Road East
Casa Rio SK S7T 1B5

Emmeline Management Ltd.
102-602 Cartwright Street
Saskatoon SK S7T 0G5

Phenomenome Discoveries Inc.
204 – 407 Downey Road
Saskatoon, SK S7N 4L8
Attention: Chief Financial Officer
Fax # 306-244-6730

- (c) In determining the number of days for the giving of the notice, the prescribed number of days shall be calculated exclusively of the first day and inclusively of the last; and where the time limited for the giving of a notice falls upon a Saturday, Sunday or statutory or civic holiday, the time so limited extends to the next Business Day..

Section 9.8 Good Faith

The principle of the utmost good faith shall govern the parties, in all their relations as Shareholders, directors and officers.

Section 9.9 Consent to Share Transfers

The Shareholders are deemed to have consented to any Transfers of Shares made in accordance with this Agreement and shall waive and cause the directors to waive any restriction on Transfer contained in the Articles or bylaws of the Corporation in order to give effect to such Transfers.

Section 9.10 Conflict with Articles and Bylaws

If this Agreement conflicts with the Articles and/or the bylaws of the Corporation, the provisions of this Agreement shall govern and prevail. Each Shareholder shall vote or cause to be voted the Shares owned by him, her or it as necessary so as to cause the Articles and bylaws, or both, as the case may be, to be amended to resolve any such conflict in favour of the provisions of this Agreement.

Section 9.11 Counterparts

This Agreement may be executed in any number of counterparts, both by the original signatories hereto and all Shareholders who may be added to this Agreement at any time in the future. Each signature in counterpart shall be deemed an original but all of which shall constitute one instrument.

Section 9.12 Binding upon Heirs and Successors

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective legal and personal representatives, and permitted assigns.

Section 9.13 Time of the Essence

Time shall be in every respect of the essence in this Agreement.

Section 9.14 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces in its entirety all previous agreements, term sheets and understandings relating to the matters referred to in this Agreement.

Section 9.15 Assignment

Each Shareholder shall be entitled, on prior written notice to the Corporation, to assign all of its rights, benefits, remedies and obligations under this Agreement to any Permitted Transferee of the Shares held by it. Subject to the Immediately preceding sentence, and except as expressly provided in this Agreement, none of the Parties to this Agreement may assign its rights, benefits, remedies and obligations under this Agreement without the prior written consent of the Corporation and a Special Majority.

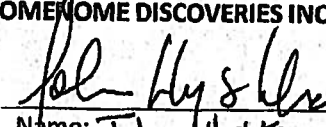
Section 9.16 Independent Advice

Each of the Parties acknowledges that it has read and understands the terms and conditions of this Agreement and acknowledges that it has had the opportunity to seek, and was not prevented or discouraged by any other Party to this Agreement or Person from seeking, any independent legal advice which it considered necessary before the execution and delivery of this Agreement and that, if such Party did not avail itself of that opportunity before signing this Agreement, it did so voluntarily without undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Agreement.

[The rest of this page intentionally left blank.]

IN WITNESS WHEREOF the following Parties have executed this Agreement on the day and in the year first written above.

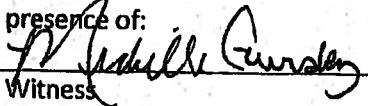
PHENOMENOME DISCOVERIES INC.

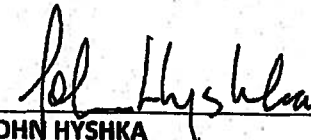
By: 
Name: John Hyshka
Title: CFO, COO PDI

YOL BOLSUM CANADA INC.

By: _____
Name: _____
Title: _____

SIGNED, SEALED AND DELIVERED in the presence of:))

))
Witness))

))
JOHN HYSHKA))

INDURAN VENTURES 1, L.P.

By: _____
Name: _____
Title: _____

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness))

PETER INNES))

PSN HOLDINGS INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF the following Parties have executed this Agreement on the day and in the year first written above.

PHENOMENOME DISCOVERIES INC.

By: _____
Name:
Title:

YOL BOLSUM CANADA INC.

By: DBG
Name: Dayan Goodenow
Title: President

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) _____
)) **JOHN HYSHKA**

INDURAN VENTURES 1, L.P.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) _____
)) **PETER INNES**

PSN HOLDINGS INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF the following Parties have executed this Agreement on the day and in the year first written above.

PHENOMENOME DISCOVERIES INC.

By: _____
Name: _____
Title: _____

YOL BOLSUM CANADA INC.

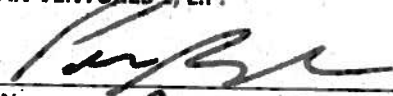
By: _____
Name: _____
Title: _____

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness

)) _____
)) **JOHN HYSHKA**

INDURAN VENTURES 1, L.P.

By: 
Name: **Peter Blaney**
Title: **CEO**

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

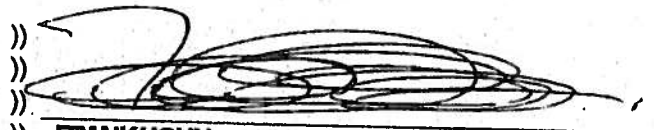
Witness

)) _____
)) **PETER INNES**

PSN HOLDINGS INC.

By: _____
Name: _____
Title: _____

SIGNED, SEALED AND DELIVERED in the presence of:

)) 
))
))

Witness

)) FRANKHOHN

JANCY HOLDINGS INC.

By:

Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:

))
))
))

Witness

)) MURRAY TRAPP

GOLDEN OPPORTUNITIES FUND INC.

By:

Name:
Title:

AG-WEST BIO INC.

By:

Name:
Title:

CIC ASSET MANAGEMENT INC.

By:

Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) FRANK HOHN



JANCY HOLDINGS INC.

By: Judy Parsons
Name:
Title: Pres.

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) MURRAY TRAPP

GOLDEN OPPORTUNITIES FUND INC.

By: _____
Name:
Title:

AG-WEST BIO INC.

By: _____
Name:
Title:

CIC ASSET MANAGEMENT INC.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness _____)) **FRANK HOHN**

JANCY HOLDINGS INC.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness _____)) **MURRAY TRAPP**

GOLDEN OPPORTUNITIES FUND INC.

By: *[Signature]*
Name: **DOUG BANBET**
Title: **CEO**

AG-WEST BIO INC.

By: _____
Name:
Title:

CIC ASSET MANAGEMENT INC.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) FRANK HOHN

JANCY HOLDINGS INC.

By:

Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) MURRAY TRAPP

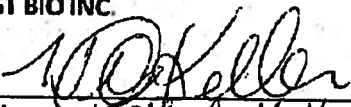
GOLDEN OPPORTUNITIES FUND INC.

By:

Name:
Title:

AG-WEST BIO INC.

By:


Name: Wolf A. Keller
Title: President and CEO

CIC ASSET MANAGEMENT INC.

By:

Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness

)) FRANK HOHN

JANCY HOLDINGS INC.

By:

Name:

Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness

)) MURRAY TRAPP

GOLDEN OPPORTUNITIES FUND INC.

By:

Name:

Title:

AG-WEST BIO INC.

By:

Name:


Title:

CIC ASSET MANAGEMENT INC.

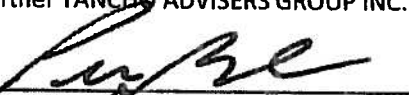
By:

Rae Haverstoll
Name: **RAE HAVERSTOLL**
Title: *Vice President.*

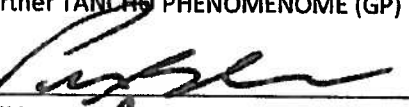
DYNEX CAPITAL LIMITED PARTNERSHIP by its general partner, Dynex Advanced Technology Investment Corporation

By: 
Name: Peter Blaney
Title: PRESIDENT

TANCHO CAPITAL (1) LIMITED PARTNERSHIP by its general partner TANCHO ADVISERS GROUP INC.

By: 
Name: Peter Blaney
Title: PRESIDENT

TANCHO CAPITAL (3) LIMITED PARTNERSHIP by its general partner TANCHO PHENOMENOME (GP) INC.

By: 
Name: Peter Blaney
Title: CEO

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) BARRY D. BRIDGES

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) BONNIE A. BRIDGES

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness

)) TREVOR BROKER

DYNEX CAPITAL LIMITED PARTNERSHIP by its general partner, Dynex Advanced Technology Investment Corporation

By: _____
Name:
Title:

TANCHO CAPITAL (1) LIMITED PARTNERSHIP by its general partner TANCHO ADVISERS GROUP INC.

By: _____
Name:
Title:

TANCHO CAPITAL (3) LIMITED PARTNERSHIP by its general partner TANCHO PHENOMENOME (GP) INC.

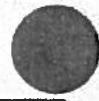
By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness

[Handwritten signature]

))
))
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)) _____
BARRY D. BRIDGES

[Handwritten signature]



SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness

[Handwritten signature]

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))
)) _____
BONNIE A. BRIDGES

[Handwritten signature]

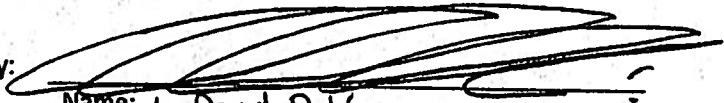


SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness

))
))
))
)) _____
TREVOR BROKER

CONCORDE CENTRES INC.

By:



Name: L. David Dubé
Title: President

DR. EVAN HOWLETT MEDICAL P C

By: _____

Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness

))
))

WILLIAM JOHNSON

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness

))
))

DONNA JUBIN

KENMORE LAND COMPANY LTD.

By: _____

Name:
Title:

KENMORE LAND COMPANY LTD. #2

By: _____

Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness

))
))

ALLEN KIMBER

CONCORDE CENTRES INC.

By: _____
Name:
Title:

DR. EVAN HOWLETT MEDICAL P C

By: *Evan Howlett*
Name: *Evan Howlett*
Title: *Director*

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness))

WILLIAM JOHNSON

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness))

DONNA JUBIN

KENMORE LAND COMPANY LTD.

By: _____
Name:
Title:

KENMORE LAND COMPANY LTD. #2

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness))

ALLEN KIMBER

CONCORDE CENTRES INC.

By: _____
Name:
Title:

DR. EVAN HOWLETT MEDICAL P C

By: _____
Name:
Title:

Bill Cooper July 9th, 2012

SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness

Bill Cooper

))
))
)) _____
)) **WILLIAM JOHNSON**

Bill Johnson

SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness

))
))
)) _____
)) **DONNA JUBIN**

KENMORE LAND COMPANY LTD.

By: _____
Name:
Title:

KENMORE LAND COMPANY LTD. #2

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness

))
))
)) _____
)) **ALLEN KIMBER**

CONCORDE CENTRES INC.

By: _____
Name:
Title:

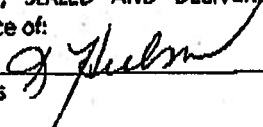
DR. EVAN HOWLETT MEDICAL P C

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness _____)) **WILLIAM JOHNSON**

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness  _____)) **DONNA JUBIN**

KENMORE LAND COMPANY LTD.

By: _____
Name:
Title:

KENMORE LAND COMPANY LTD. #2

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness _____)) **ALLEN KIMBER**

CONCORDE CENTRES INC.

By: _____
Name:
Title:

DR. EVAN HOWLETT MEDICAL P C

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness

)) _____
)) **WILLIAM JOHNSON**

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness

)) _____
)) **DONNA JUBIN**

KENMORE LAND COMPANY LTD.

By: _____
Name:
Title:

KENMORE LAND COMPANY LTD. #2

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness

)) _____
)) **ALLEN KIMBER**

LAKEWOOD HOLDINGS CORP.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness *RHONDA E. MARTIN*))

R. Bruce McFarlane
R. BRUCE McFARLANE

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness))

ROBERT MCKERCHER

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness))

DAVID McKEAGUE

PIC INVESTMENT GROUP INC.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))

Witness))

DOROTHY PLATZER

ROBERT H. MCKERCHER LEGAL PROF. CORP.

By: _____
Name:
Title:

LAKWOOD HOLDINGS CORP.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))

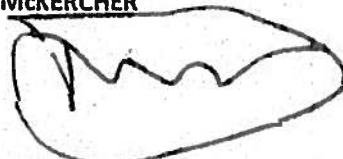
Witness)) R. BRUCE McFARLANE

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness)) ROBERT MCKERCHER

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness)) DAVID McKEAGUE



PIC INVESTMENT GROUP INC.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))

Witness)) DOROTHY PLATZER

ROBERT H. MCKERCHER LEGAL PROF. CORP.

By: _____
Name:
Title:

LAKWOOD HOLDINGS CORP.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness)) **R. BRUCE McFARLANE**

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness)) **ROBERT MCKERCHER**

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness)) **DAVID McKEAGUE**

PIC INVESTMENT GROUP INC.

By: MS Bell **PORTFOLIO MANAGER.**
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:))
))
))

Witness)) **DOROTHY PLATZER**

ROBERT H. MCKERCHER LEGAL PROF. CORP.

By: _____
Name:
Title:

SIGNET MANAGEMENT LTD.

By: [Signature]
Name: J. A. SEIFERLING
Title: V.P.

SIGNED, SEALED AND DELIVERED in the presence of:)) JAMES WEBER
))
))
Witness _____))

WEYBURN SECURITY COMPANY LIMITED

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:)) FRED WILSON
))
))
Witness _____))

SIGNED, SEALED AND DELIVERED in the presence of:)) BARRY WOYTOWICH
))
))
Witness _____))

FAX 244 6730

6

SIGNET MANAGEMENT LTD.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

)) JAMES WEBER
))
))
))

WEYBURN SECURITY COMPANY LIMITED

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

)) FRED WILSON
))
))
))

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

)) BARRY WOYTOWICH
))
))
))

SIGNET MANAGEMENT LTD.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:)) **JAMES WEBER**
))
))

Witness))



WEYBURN SECURITY COMPANY LIMITED

By: _____
Name: *Jim Onstad*
Title: *MANAGING - DIRECTOR*

SIGNED, SEALED AND DELIVERED in the presence of:)) **FRED WILSON**
))
))

Witness))

SIGNED, SEALED AND DELIVERED in the presence of:)) **BARRY WOYTOWICH**
))
))

Witness))

6

SIGNET MANAGEMENT LTD.

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness _____
)) JAMES WEBER
))
)) _____
))

WEYBURN SECURITY COMPANY LIMITED

By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness _____
)) FRED WILSON
)) *Fred Wilson*
)) _____
))

SIGNED, SEALED AND DELIVERED in the presence of: _____
Witness _____
)) BARRY WOYTOWICH
))
)) _____
))

SIGNET MANAGEMENT LTD.

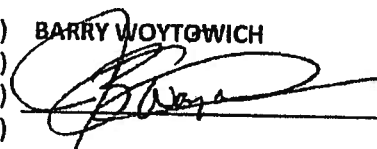
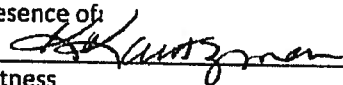
By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:)) **JAMES WEBER**
))
)) _____
Witness))

WEYBURN SECURITY COMPANY LIMITED

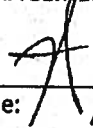
By: _____
Name:
Title:

SIGNED, SEALED AND DELIVERED in the presence of:)) **FRED WILSON**
))
)) _____
Witness))

SIGNED, SEALED AND DELIVERED in the presence of:)) **BARRY WOYTOWICH**
)) 
)) _____
Witness)) 

PILLAR MANAGEMENT LTD.

By:



Name:

Neil EVANS

Title:

President

FORM OF ACKNOWLEDGEMENT

To: The parties to the Amended and Restated Unanimous Shareholders Agreement made as of July 9, 2012 between Phenomenome Discoveries Inc. (the "Corporation"), all of the shareholders of the Corporation and certain other parties, as the same may be amended from time to time (the "Agreement")

The undersigned, **BCHP INVESTMENT PARTNERSHIP**, having purchased certain shares of the Corporation, in consideration of the approval by the Board and/or the shareholders of the Corporation of the issuance of such shares to the undersigned and other good and valuable consideration (receipt of which is hereby acknowledged) hereby agrees to be a party to and bound by all of the provisions of the Agreement as if the undersigned were an original party thereto. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

DATED at Bayona SK, this 14 day of December, 2012 .



BCHP INVESTMENT PARTNERSHIP

FORM OF ACKNOWLEDGEMENT

To: The parties to the Amended and Restated Unanimous Shareholders Agreement made as of July 9, 2012 between Phenomenome Discoveries Inc. (the "Corporation"), all of the shareholders of the Corporation and certain other parties, as the same may be amended from time to time (the "Agreement")

The undersigned, **101195164 SASKATCHEWAN LTD.**, having purchased certain shares of the Corporation, in consideration of the approval by the Board and/or the shareholders of the Corporation of the transfer [or issuance] of such shares to the undersigned and other good and valuable consideration (receipt of which is hereby acknowledged) hereby agrees to be a party to and bound by all of the provisions of the Agreement as if the undersigned were an original party thereto. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

DATED at Saskatoon, this 14th day of December, 2012 .



101195164 SASKATCHEWAN LTD.

FORM OF ACKNOWLEDGEMENT

To: The parties to the Amended and Restated Unanimous Shareholders Agreement made as of July 9, 2012 between Phenomenome Discoveries Inc. (the "Corporation"), all of the shareholders of the Corporation and certain other parties, as the same may be amended from time to time (the "Agreement")

The undersigned, **101041728 SASKATCHEWAN LTD.**, having purchased certain shares of the Corporation, in consideration of the approval by the Board and/or the shareholders of the Corporation of the transfer [or issuance] of such shares to the undersigned and other good and valuable consideration (receipt of which is hereby acknowledged) hereby agrees to be a party to and bound by all of the provisions of the Agreement as if the undersigned were an original party thereto. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

DATED at Saskatoon, this _____ day of December, 2012



101041728 SASKATCHEWAN LTD.

FORM OF ACKNOWLEDGEMENT

To: The parties to the Amended and Restated Unanimous Shareholders Agreement made as of July 9, 2012 between Phenomenome Discoveries Inc. (the "Corporation"), all of the shareholders of the Corporation and certain other parties, as the same may be amended from time to time (the "Agreement")

The undersigned, **TIM AND JOY RYAN**, having purchased certain shares of the Corporation, in consideration of the approval by the Board and/or the shareholders of the Corporation of the transfer [or issuance] of such shares to the undersigned and other good and valuable consideration (receipt of which is hereby acknowledged) hereby agrees to be a party to and bound by all of the provisions of the Agreement as if the undersigned were an original party thereto. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

DATED at Saskatoon, this 14th day of December, 2012

SIGNED, SEALED AND DELIVERED in the presence of:))

John Hyslop

TIM RYAN

SIGNED, SEALED AND DELIVERED in the presence of:))

JOY RYAN

FORM OF ACKNOWLEDGEMENT

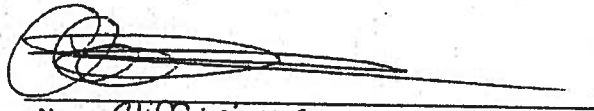
To: The parties to the Amended and Restated Unanimous Shareholders Agreement made as of July 9, 2012 between Phenomenome Discoveries Inc. (the "Corporation"), all of the shareholders of the Corporation and certain other parties, as the same may be amended from time to time (the "Agreement")

The undersigned, ^{LD}Wiegers Holdings Inc., having purchased certain shares of the Corporation, in consideration of the approval by the Board and/or the shareholders of the Corporation of the issuance of such shares to the undersigned and other good and valuable consideration (receipt of which is hereby acknowledged) hereby agrees to be a party to and bound by all of the provisions of the Agreement as if the undersigned were an original party thereto. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

DATED at Saskatoon, SK, this 23 day of July, 2013.

^{LD}
Wiegers Holdings Inc.

By:



Name: Cliff Wiegers
Title: President

FORM OF ACKNOWLEDGEMENT

To: The parties to the Amended and Restated Unanimous Shareholders Agreement made as of July 9, 2012 between Phenomenome Discoveries Inc. (the "Corporation"), all of the shareholders of the Corporation and certain other parties, as the same may be amended from time to time (the "Agreement")

The undersigned, Dr. James Kerr Optometric P.C.Inc., having purchased certain shares of the Corporation, in consideration of the approval by the Board and/or the shareholders of the Corporation of the issuance of such shares to the undersigned and other good and valuable consideration (receipt of which is hereby acknowledged) hereby agrees to be a party to and bound by all of the provisions of the Agreement as if the undersigned were an original party thereto. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

DATED at SASKATON, this 26 day of July, 2013.

Dr. James Kerr Optometric P.C.Inc.

By:


Name: DR. JAMES KERR

Title: President

FORM OF ACKNOWLEDGEMENT

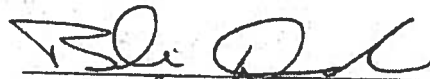
To: The parties to the Amended and Restated Unanimous Shareholders Agreement made as of July 9, 2012 between Phenomenome Discoveries Inc. (the "Corporation"), all of the shareholders of the Corporation and certain other parties, as the same may be amended from time to time (the "Agreement")

The undersigned, **Davidson Management Ltd.**, having purchased certain shares of the Corporation, in consideration of the approval by the Board and/or the shareholders of the Corporation of the issuance of such shares to the undersigned and other good and valuable consideration (receipt of which is hereby acknowledged) hereby agrees to be a party to and bound by all of the provisions of the Agreement as if the undersigned were an original party thereto. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

DATED at Saskatoon, this 30 day of July, 2013.

Davidson Management Ltd.

By:



Name: BLAIR DAVIDSON

Title: President

SCHEDULE "A"**LIST OF HOLDERS OF SHARES**

Shareholder	Class A Common Voting Shares	Class B Participating Non-Voting Shares	Special Preferred Shares
Yol Bolsum Canada Inc.	901,544	5,000	
John Hyshka	154,972	2,500	
Dynex Capital Limited Partnership	350,742		
Peter Innes	655	3,000	
PSN Holdings Inc.	335	3,250	
Frank Hohn	3,777	3,250	161
Jancy Holdings Ltd.	258	2,500	
Murray Trapp	655	500	
Ag-West Bio Inc.	8,421		
Golden Opportunities Fund Inc.	93,444	90,099	18,750
CIC Asset Management Inc.	93,910	31,303	
Tancho Capital (I) Limited Partnership	91,174	23,614	
Tancho Capital (3) Limited Partnership	14,285		
Induran Ventures 1, L.P.			10,625
Barry D. Bridges and Bonnie A. Bridges	2,143		
Trevor Broker	300		
Concorde Centres Inc.	3,000		9,375
Dr. Evan Howlett Medical PC	500		109
William Johnson	300		54
Donna Jubin	600		14
Kenmore Land Company Ltd.	400		
Kenmore Land Company Ltd. #2	400		
Allen Kimber	2,143		
Lakewood Holdings Corp.	2,143		
R. Bruce McFarlane	2,200		50
David McKeague	1,428		33
Robert McKercher	400		
PIC Investment Group Inc.	3,572		
Dorothy Platzer	1,200		
Robert H. McKercher Legal Prof. Corp.	400		
Signet Management Ltd.	2,142		125
James Weber	1,428		1,283
Weyburn Security Company Limited	2,143		625
Fred Wilson	600		
Barry Woytowich	715		316
Pillar Management Ltd.			1250
PIC Investment Group Inc.			1250
Emmeline Management Ltd.			1250

SCHEDULE "B"

FORM OF ACKNOWLEDGEMENT

To: The parties to the Amended and Restated Unanimous Shareholders Agreement made as of July 9, 2012 between Phenomenome Discoveries Inc. (the "Corporation"), all of the shareholders of the Corporation and certain other parties, as the same may be amended from time to time (the "Agreement")

The undersigned, _____, having purchased certain shares of the Corporation [previously held by _____], in consideration of the approval by the Board and/or the shareholders of the Corporation of the transfer [or Issuance] of such shares to the undersigned and other good and valuable consideration (receipt of which is hereby acknowledged) hereby agrees to be a party to and bound by all of the provisions of the Agreement as if the undersigned were an original party thereto. Capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

DATED at _____, this _____ day of _____, 20 _____.

SIGNED, SEALED AND DELIVERED in the presence of: _____))

))
)
))

OR

SCHEDULE "C"

The Purchase Price for each Common Share shall be the value determined as follows:

1. Within 30 days of the giving of notice under Section 7.2, or 7.3, the Corporation shall instruct a nationally recognized firm of chartered accountants other than the auditor of the Corporation (the "Valuator") to make a determination as to the fair market value of the Common Shares in the Corporation as at the date of the giving of the notice, and for the purpose as described in Section 7.2 or 7.3 as the case may be. No minority discount shall apply for the purposes of the valuation of the Common Shares.
2. In the event that any Shareholder does not agree with the determination by the Valuator of the fair market value of the Common Shares, such holder or holders may, at their own cost and expense, each retain another nationally recognized firm of chartered accountants independent of the Shareholder to make a determination of the fair market value of the Common Shares for the purpose as described in section 7.2 or 7.3 as the case may, to be completed within 45 days of the determination by the Valuator. The purchase price shall be the average of the fair market values determined by the Valuator and the other firm or firms of chartered accountants.
3. Notwithstanding the above, the Shareholder and the Corporation may at any time agree in writing to a value for the Common Shares and waive compliance with Sections 1 and 2 above, provided that the value as so agreed to is first approved by the Board of the Corporation, with any director having a conflict of interest having abstained from voting to approve such value.

**AMENDMENT NO. 1
TO
AMENDED AND RESTATED UNANIMOUS SHAREHOLDERS AGREEMENT
OF
PHENOMENOME DISCOVERIES INC.**

This Amendment No. 1, dated September 30, 2013 (this "**Amendment**"), to the Amended and Restated Unanimous Shareholders Agreement of Phenomenome Discoveries Inc. ("**PDI**"), dated July 9, 2012 (the "**Current USA**"), by and among PDI and the shareholders of PDI (the "**Shareholders**"), is being amended pursuant to the provisions of Section 9.3 of the Current USA. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Current USA.

WHEREAS, CML HealthCare Inc. ("**CML**") is a licensee of certain of PDI's products;

WHEREAS, the Special Majority, Induran and GOF wish to amend the Current Agreement to allow certain Shareholders and PDI to sell Shares to CML.

NOW THEREFORE the parties agree as follows:

1. Section 5.4(g) shall be amended by adding a new clause (viii), such that Section 5.4(g) shall read as follows:

"This Section 5.4 shall not apply to a Transfer of Securities:

- (i) if it is a permitted transfer under the terms of Section 5.1 unless, in the case of Yol Bolsum, the provisions of Section 5.3 require that the Transfer of Securities first be offered in accordance with Section 5.4;
- (ii) if a Special Majority has approved the Third Party Offer as a Sale Transaction and otherwise exercised the drag-along rights provided in Section 5.2 with respect to the Third Party Offer;
- (iii) if it is a permitted tag-along to a sale of Securities by Yol Bolsum under Section 5.3 (after first having complied with this Section 5.4);
- (iv) if at least two (2) of the three (3) members of the Liquidity Committee exercise the mandatory sale rights provided in Section 5.5 with respect to a Preferred Share Liquidity Transaction;
- (v) if it is Securities being sold by an employee to the Corporation where such shares were acquired under an approved employee stock option plan;
- (vi) if it is a Transfer of Preferred Shares by an Investor;
- (vii) if it is pursuant to a Repayment Transaction; or
- (viii) by Jancy Holdings Inc. and/or Murray Trapp to CML HealthCare Inc.

2. Section 4.10(b)(ii) shall be amended by adding the following at the end of such clause:

“provided further, that with respect to any Offer involving voting Shares:

(A) if CML HealthCare Inc. (“CML”) is not yet a shareholder of the Corporation, the Corporation shall provide CML with notice of the Offer simultaneously with giving of notice to Shareholders in accordance with Section 9.7 (except that notice shall not be given by telex but may be provided by overnight courier) and CML’s address for notice shall be as follows:

CML HealthCare Inc.
60 Courtneypark Dr. West, Unit 1
Mississauga, ON L5W OB3

Fax: 905-565-2844
Attention: Thomas Wellner

With a copy to:

CML HealthCare Inc.
60 Courtneypark Dr. West, Unit 1
Mississauga, ON L5W OB3

Fax: 905-565-2844
Attention: General Counsel;

(B) if John Hyshka and/or Yol Bolsum Inc. declines to participate in the Offer, no Shareholder (other than CML if CML is a shareholder of the Corporation at that time) shall be permitted to participate in excess of their pro rata share, unless and until such time CML has been offered by the Corporation, at least 40,000 voting Shares in the aggregate (inclusive of its pro rata amount, if any);

(C) CML shall notify the Corporation of the number of voting Shares it wishes to purchase (in addition to its pro rata share, if CML is a shareholder at that time) before the time limit of the Offer has expired, and the closing of the purchase thereof shall occur as contemplated in the notice to Shareholders; and,

(D) CML shall be treated as a Subscriber for all purposes, including the provisions of Section 4.10(e) requiring it to enter into this Agreement if it is not previously a Shareholder.

3. Other than as stated above, the Current USA shall stay in full force and effect and the general provisions of Section 9 of the Current USA shall govern this Amendment.
4. Each of the parties acknowledges that it has read and understands the terms and conditions of this Amendment and acknowledges that it has had the opportunity to seek, and was not prevented or discouraged by any other party to this Amendment or any person or entity from seeking any independent legal advice which it considered necessary

before the execution and delivery of this Amendment and that, if such party did not avail itself of that opportunity before signing this Amendment, it did so voluntarily without undue pressure, and agrees that its failure to obtain independent legal advice will not be used by it as a defence to the enforcement of its obligations under this Amendment.

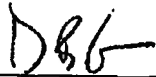
5. The parties acknowledge that CML and its successors and assigns (including successors and assigns of its announced amalgamation and asset sale) are third party beneficiaries of this Amendment.

IN WITNESS WHEREOF the following Parties have executed this Amendment on the day and in the year first written above.


PHENOMENOME DISCOVERIES INC.

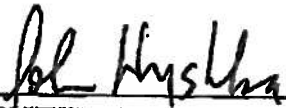
By: 
Name:
Title:

YOL BOLSUM CANADA INC.

By: 
Name:
Title:

SIGNED, SEALED AND DELIVERED
in the presence of


Witness


JOHN HYSKA


INDURAN VENTURES I, LLP

By: 
Name: Peter Blaney
Title: CEO

GOLDEN OPPORTUNITIES FUND INC.

By: _____
Name:
Title:

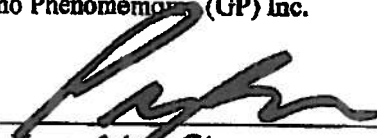
**DYNEX CAPITAL LIMITED
PARTNERSHIP**, by its general partner,
Dynex Advanced Technology Investment
Corporation

By: 
Name: Peter Blaney
Title: CEO


**TANCHO CAPITAL (1) LIMITED
PARTNERSHIP** by its general partner,
Tancho Advisers Group Inc.

By: _____
Name:
Title:

**TANCHO CAPITAL (3) LIMITED
PARTNERSHIP** by its general partner,
Tancho Phenomenon (GP) Inc.

By: 
Name: Peter Blaney
Title: CEO

GOLDEN OPPORTUNITIES FUND INC.

By: 
Name: DOUG BANZET
Title: CFU & DIRECTOR

**DYNEX CAPITAL LIMITED
PARTNERSHIP**, by its general partner,
Dynex Advanced Technology Investment
Corporation

By: _____
Name:
Title:

**TANCHO CAPITAL (1) LIMITED
PARTNERSHIP** by its general partner,
Tancho Advisers Group Inc.

By: _____
Name:
Title:

**TANCHO CAPITAL (3) LIMITED
PARTNERSHIP** by its general partner,
Tancho Phenomemome (GP) Inc.

By: _____
Name:
Title: