

AMALGAMATION AGREEMENT

THIS AGREEMENT, the form of which was approved by the shareholders of Newco and C&C effective the 21st day of May, 2013, and the 21st day of May, 2013 respectively, is executed as of this 21st day of May, 2013;

AMONG:

0961896 BC LTD., a corporation incorporated under the laws of the Province of British Columbia

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

OF THE FIRST PART;

- and -

C&C COSMECEUTICALS CORPORATION, a corporation incorporated under the laws of the Province of British Columbia

(hereinafter referred to as “**C&C**”)

OF THE SECOND PART;

- and -

0924888 B.C. LTD., a company existing under the laws of the Province of British Columbia

(hereinafter referred to as “**BC0924888**”)

OF THE THIRD PART;

WHEREAS Newco and C&C wish to amalgamate and continue as one corporation to be known as Amalco, in accordance with the terms and conditions hereof;

AND WHEREAS Newco is a wholly-owned subsidiary of BC0924888 and has not carried on active business;

AND WHEREAS BC0924888 and C&C have entered into the Acquisition Agreement (as defined below) which contemplates such amalgamation;

AND WHEREAS the parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and other lawful and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 Definitions

In this Agreement (including the recitals hereto) and each Schedule hereto:

“**Acquisition Agreement**” means the agreement effective the 21st day of May, 2013 between BC0924888 and C&C governing the terms and conditions of the Transaction (as hereinafter defined).

“**Agreement**” means this amalgamation agreement.

“**Amalco**” means the corporation resulting from the Amalgamation.

“**Amalco Share**” means a common share in the capital of Amalco.

“**Amalgamation**” means the amalgamation of Newco and C&C on the terms and conditions set forth in this Agreement.

“**Amalgamation Application**” means, collectively (i) a completed Form 13 – BC Company Amalgamation Application, Section 27 BCBCA, (ii) a statement of an officer or director of each of C&C and Newco required under the BCBCA, attached as Schedule “A” to the Articles of Amalgamation, (iii) a copy of this Agreement or directors’ resolutions approving the Amalgamation, attached as Schedule “B” to the Articles of Amalgamation, (iv) a covering letter to the Companies and Personal Property Security Branch for an application for amalgamation, and (v) the applicable filing fee payable to the Minister of Finance.

“**Amalgamating Corporations**” means Newco and C&C.

“**Articles of Amalgamation**” means the articles of amalgamation of Amalco substantially in the form set out in Schedule A hereto.

“**BC0924888 Shares**” means the common shares in the capital of BC0924888.

“**BCBCA**” means the British Columbia *Business Corporations Act*, as amended;

“**Business Day**” means a day other than a Saturday, Sunday or a civic or statutory holiday in the Province of British Columbia.

“**C&C Share**” means a common share in the capital of C&C.

“**C&C Shareholder**” means a registered holder of C&C Shares immediately prior to the filing of this Agreement and the documents or certificates evidencing all corporate actions required under the Act for the approval of the Amalgamation.

“**Effective Date**” means the date when this Agreement together with the documents or certificates evidencing all corporate actions required under the Act for the approval of the Amalgamation are filed with the Companies and Personal Property Security Branch.

“**Exchange**” means the Canadian National Stock Exchange, the TSX Venture Exchange Inc. or Toronto Stock Exchange, as applicable.

“**Material Adverse Effect**” means, as used in connection with events, contingencies, claims or other matters expressly relating to this Agreement, a matter which might adversely affect the condition (financial or otherwise), operations, business or prospects of any party hereto, and which a reasonably prudent investor would consider important in deciding whether to proceed with the transactions hereunder on the terms provided herein.

“**Newco**” means 0961896 BC Ltd., a corporation organized under the laws of BC, and a wholly-owned subsidiary of BC0924888.

“**Private Placement**” means the non-brokered/brokered private placement financing of C&C to be completed concurrently with the completion of the Transaction.

“**Resulting Issuer Compensation Options**” means the compensation options of BC0924888 as constituted after giving effect to the Transaction and the Private Placement;

“**Resulting Issuer Warrants**” means the share purchase warrants of BC0924888, as constituted after giving effect to the Transaction;

“**Transaction**” means the three-cornered amalgamation, whereby C&C will amalgamate with Newco, pursuant to which the C&C Shareholders and the current BC0924888 Shareholders shall own all of the issued and outstanding securities of Amalco.

ARTICLE 2 AMALGAMATION

2.1 Amalgamation

The Amalgamating Corporations hereby agree to amalgamate and continue as one corporation under the name “Auxellence Health Corporation”, and pursuant to the provisions of the Act upon the terms and conditions hereinafter set out.

To this end, this Agreement must be submitted to the shareholders of each of the Amalgamating Corporations, for their approval, as required by the Act. Once the approval of the shareholders has been obtained, the directors and officers of each of the Amalgamating Corporations will be authorized by means of this Agreement to execute all necessary actions in order to carry out this Agreement.

ARTICLE 3 EFFECT OF AMALGAMATION

3.1 Effect of Amalgamation

On the Effective Date, subject to the Act:

- (a) the amalgamation of the Amalgamating Corporations and their continuance as one corporation, Amalco, under the terms and conditions prescribed in this Agreement shall be effective;
- (b) the property of each of the Amalgamating Corporations shall continue to be the property of Amalco;
- (c) Amalco shall continue to be liable for the obligations of each of the Amalgamating Corporations;
- (d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Corporations shall be unaffected;
- (e) any civil, criminal or administrative action or proceeding pending by or against either of the Amalgamating Corporations may be continued to be prosecuted by or against Amalco;
- (f) any conviction against, or ruling, order or judgment in favour of or against, either of the Amalgamating Corporations may be enforced by or against Amalco; and
- (g) the Corporate Charter of Amalco shall be as set forth in Schedule A to this Agreement.

ARTICLE 4 TREATMENT OF ISSUED CAPITAL

4.1 Treatment of Issued Share Capital of the Amalgamating Corporations

On the Effective Date:

- (a) immediately prior to the transaction in paragraph 3.1(a), becoming effective, each issued and outstanding C&C Share shall be exchanged for one and one quarter (1.25) BC0924888 Share; and, therefore:
 - (i) each holder of C&C Shares will receive one and one quarter (1.25) BC0924888 Shares for each of such holder's C&C Shares;
 - (ii) BC0924888 will become the sole shareholder of Amalco;
 - (iii) each BC0924888 share certificate issued to a holder of C&C Shares who is also a principal of Amalco will bear an escrow legend or legends restricting the sale, transfer or other disposition thereof for, as to fifteen per cent (15%) of the common shares represented thereby, until the date that is six (6) months after the date that such common shares are listed on the Exchange (the "**Listing Date**"), and as to fifteen per cent (15%) of the common shares represented thereby, until the date that is twelve (12)

months after the Listing Date, and as to fifteen percent of the shares represented thereby, until the date that is eighteen (18) months after the Listing Date, and as to fifteen percent (15%) of the common shares represented thereby, until the date that is twenty-four (24) months after the Listing Date, and as to fifteen percent (15%) of the common shares represented thereby, until the date that is thirty (30) months after the Listing Date, and as to fifteen percent (15%) of the common shares represented thereby until the date that is thirty-six (36) months after the Listing Date; and

- (iv) each BC0924888 share certificate originally issued to a holder of C&C Shares pursuant to this Subsection 4.1(a) that is a U.S. Person, a person in the United States, or a person in the United States for the account or benefit of a U.S. Person or a person in the United States, as well as all certificates issued in exchange for or in substitution of any BC0924888 share certificate, will bear the following additional legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE ‘U.S. SECURITIES ACT’), OR UNDER THE SECURITIES LAWS OF ANY STATE. THE HOLDER HEREOF, BY PURCHASING THE SECURITIES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF 0924888 B.C. LTD. AND ITS SUCCESSORS (THE ‘CORPORATION’) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION OR ITS SUCCESSORS, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES, PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF APPLICABLE AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) WITHIN THE UNITED STATES, IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES, AND IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HEREOF HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION.

DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE ‘GOOD DELIVERY’ IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. AT ANY TIME THAT THE

CORPORATION IS A 'FOREIGN ISSUER' (AS DEFINED IN RULE 902 OF REGULATION S UNDER THE U.S. SECURITIES ACT), A NEW CERTIFICATE, BEARING NO LEGEND, THE DELIVERY OF WHICH WILL CONSTITUTE 'GOOD DELIVERY' MAY BE OBTAINED FROM THE TRANSFER AGENT OF THE CORPORATION UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE TRANSFER AGENT OF THE CORPORATION AND TO THE CORPORATION, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, TOGETHER WITH SUCH ADDITIONAL DOCUMENTATION AS THE TRANSFER AGENT OF THE CORPORATION MAY REQUEST.'"; and

- (b) upon the transaction in paragraph 3.1(a) becoming effective, each issued and outstanding C&C Share and each issued and outstanding Newco Share shall be cancelled and replaced by the issuance of one (1) Amalco Share; and BC0924888 will become the sole shareholder of Amalco.

4.2 Treatment of the C&C Warrants

On the Effective Date:

- (a) upon the transaction in paragraph 3.1(a) becoming effective, each one (1) C&C Warrant shall be exchanged for one (1) Resulting Issuer Warrant and the C&C Warrants will become null and void; and
- (b) upon the original issuance of Resulting Issuer Warrant certificates to U.S. persons, to persons in the United States or to persons for the account or benefit of a U.S. person or a person in the United States, the Resulting Issuer Warrant certificates and certificates issued in exchange therefor or in substitution thereof, shall bear the following legend:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE 'U.S. SECURITIES ACT'), OR UNDER THE SECURITIES LAWS OF ANY STATE. THE HOLDER HEREOF, BY PURCHASING THE SECURITIES REPRESENTED HEREBY, AGREES FOR THE BENEFIT OF 0924888 B.C. LTD. AND ITS SUCCESSORS (THE 'CORPORATION') THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION OR ITS SUCCESSORS, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) WITHIN THE UNITED STATES, PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES

ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF APPLICABLE AND IN COMPLIANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) WITHIN THE UNITED STATES, IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES, AND IN THE CASE OF TRANSFERS PURSUANT TO (C) OR (D) ABOVE, THE HOLDER HEREOF HAS, PRIOR TO SUCH TRANSFER, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE SATISFACTORY TO THE CORPORATION.

DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE ‘GOOD DELIVERY’ IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA. AT ANY TIME THAT THE CORPORATION IS A ‘FOREIGN ISSUER’ (AS DEFINED IN RULE 902 OF REGULATION S UNDER THE U.S. SECURITIES ACT), A NEW CERTIFICATE, BEARING NO LEGEND, THE DELIVERY OF WHICH WILL CONSTITUTE ‘GOOD DELIVERY’ MAY BE OBTAINED FROM THE WARRANT AGENT OF THE CORPORATION UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO THE WARRANT AGENT OF THE CORPORATION AND TO THE CORPORATION, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, TOGETHER WITH SUCH ADDITIONAL DOCUMENTATION AS THE WARRANT AGENT OF THE CORPORATION MAY REQUEST.”

provided that if such Resulting Issuer Warrants are being transferred in compliance with the requirements of Rule 904 of Regulation S and in compliance with Canadian local laws and regulations, and provided that the corporation is a “foreign issuer” within the meaning of Regulation S at the time of sale, the legend set forth in this Subsection Error! Reference source not found. may be removed by providing a declaration to the warrant agent (or as the corporation may otherwise prescribe from time to time).

4.3 Treatment of the C&C Stock Options

Upon the transaction in paragraph 3.1(a) becoming effective, each one (1) C&C Stock Option shall be exchanged for one (1) Resulting Issuer Stock Option and the C&C Stock Options will become null and void. On such exercise in accordance with the terms of such options, the Resulting Issuer shall cause to be issued and delivered to the holders of such options, the Resulting Issuer Shares deliverable to such holders on the basis of one Resulting Issuer Share for each Resulting Issuer Stock Option that is exercised.

**ARTICLE 5
FRACTIONAL SHARES UPON CONVERSION**

5.1 Fractional Shares Upon Conversion

Notwithstanding anything to the contrary contained in this Agreement, no C&C Shareholder shall be entitled to, and BC0924888 will not issue, fractions of any securities in BC0924888.

**ARTICLE 6
CERTIFICATES**

6.1 Certificates

On the Effective Date, certificates evidencing C&C Shares, C&C Warrants and C&C Options shall cease to represent any claim upon or interest in C&C or Newco, respectively, other than the right of the holder to receive the consideration provided for in this Agreement.

**ARTICLE 7
COVENANTS OF C&C**

7.1 Covenants of C&C

C&C covenants and agrees with Newco and BC0924888 that it will:

- (a) use its best efforts to obtain the approval by the holders of C&C Shares of the Amalgamation, this Agreement and the Transaction in accordance with the Act;
- (b) use its best efforts to cause each of the conditions precedent set forth in Section 13.1 and Section 12.1 that are applicable in respect of C&C to be complied with; and
- (c) subject to the approval of the shareholders of each of C&C and Newco being obtained for the completion of the Amalgamation and subject to all applicable regulatory approvals being obtained, including that of the Exchange for the Transaction, thereafter jointly with Newco file with the Companies and Personal Property Security Branch this Agreement, the Amalgamation Application, Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

**ARTICLE 8
COVENANTS OF BC0924888**

8.1 Covenants of BC0924888

BC0924888 covenants and agrees with C&C that it will:

- (a) sign a resolution as sole shareholder of Newco in favour of the approval of the Amalgamation, this Agreement and the Transaction in accordance with the Act;
- (b) use its best efforts to cause each of the conditions precedent set forth in Section 14.1 and Section 12.1 that are applicable in respect of BC0924888 to be complied with; and
- (c) subject to the approval of the holders of C&C Shares being obtained for the completion of the Amalgamation and obtaining all applicable regulatory approvals including that of the Exchange for the Transaction, take all corporate action necessary to reserve for issuance a sufficient number of BC0924888 Shares to permit the issuance of BC0924888 Shares on the Amalgamation and a sufficient number of BC0924888 Shares as are issuable (i) upon the exercise of the Resulting Issuer Warrants; (ii) upon the exercise of the Resulting Issuer Compensation Options; and (iii) upon the exercise of the Resulting Issuer Stock Options.

ARTICLE 9 COVENANTS OF NEWCO

9.1 Covenants of Newco

Newco covenants and agrees with C&C and BC0924888 that it will not, from the date of execution hereof to the Effective Date, except with the prior written consent of C&C and BC0924888, conduct any business or do any other thing that could prevent Newco from performing any of its obligations hereunder.

ARTICLE 10 FURTHER COVENANTS OF NEWCO

10.1 Further Covenants of Newco

Newco further covenants and agrees with C&C that it will:

- (a) use its best efforts to cause each of the conditions precedent set forth in Section 14.1 and Section 12.1 that are applicable in respect of Newco to be complied with; and
- (b) subject to the approval of the shareholders of each of C&C and Newco being obtained for the completion of the Amalgamation and subject to all applicable regulatory approvals being obtained, thereafter jointly with C&C file with the Companies and Personal Property Security Branch this Agreement, the Amalgamation Application, the Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1 Representation and Warranty of BC0924888

BC0924888 represents and warrants to and in favour of C&C and Newco, and acknowledges that C&C and Newco are relying upon such representation and warranty, that BC0924888 is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against BC0924888 in accordance with its terms.

11.2 Representation and Warranty of C&C

C&C represents and warrants to and in favour of BC0924888 and Newco, and acknowledges that BC0924888 and Newco are relying upon such representation and warranty, that C&C is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against C&C in accordance with its terms.

11.3 Representation and Warranty of Newco

Newco represents and warrants to and in favour of C&C and BC0924888, and acknowledges that C&C and BC0924888 are relying upon such representation and warranty, that Newco is duly authorized to execute and deliver this Agreement and this Agreement is a valid and binding agreement, enforceable against Newco in accordance with its terms.

ARTICLE 12
GENERAL CONDITIONS PRECEDENT

12.1 General Conditions Precedent

The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction of the following conditions, which, except for Section 12.1(a) below, may be waived by the consent of each of the parties without prejudice to their rights to rely on any of the other conditions in this Section 12.1:

- (a) this Agreement and the transactions contemplated hereby, including, in particular, the Amalgamation, being approved by (i) the board of directors of BC0924888; (ii) the board of directors of Newco; (iii) the board of directors of C&C; (iv) the sole shareholder of Newco; and (v) the holders of C&C Shares, in accordance with the Act;
- (b) all the conditions required to complete the Transaction hereunder being met or waived;
- (c) all conditions set out in the Acquisition Agreement with respect to the Transaction having been met or waived;

- (d) all necessary regulatory approvals having been obtained, including any approvals in connection with the issuance and distribution of the securities of BC0924888 to be issued pursuant to the Amalgamation;
- (e) the BC0924888 Shares, the Resulting Issuer Warrants and the BC0924888 Shares to be issued on the exercise of: (i) the Resulting Issuer Warrants, (ii) the Resulting Issuer Compensation Options, and (iii) the Resulting Issuer Stock Options shall have been conditionally approved for listing by the Exchange, subject to BC0924888 fulfilling the Exchange's listing requirements;
- (f) none of the consents, orders and approvals, including regulatory approvals, required or necessary or desirable for the completion of the transactions provided for in this Agreement shall contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by any of BC0924888 or C&C, acting reasonably; and
- (g) there shall not exist any prohibition at law, order or decree restraining or enjoining the consummation of the Amalgamation.

ARTICLE 13
CONDITIONS TO THE OBLIGATIONS OF BC0924888 AND NEWCO

13.1 Conditions to the Obligations of BC0924888 and Newco

The obligations of BC0924888 and Newco to consummate the transactions contemplated hereby, are subject to the satisfaction, on or before the Effective Date, of the conditions for the benefit of BC0924888 set forth in the Acquisition Agreement governing the terms and conditions of the Transaction and of the following conditions, which, except for Section 13.1(b) below, may be waived by the consent of BC0924888 and/or Newco without prejudice to their rights to rely on any other such conditions:

- (a) each of the acts of BC0924888 to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it and no event shall have occurred that could have a Material Adverse Effect on BC0924888, taken as a whole, from and after the date hereof;
- (b) the BC0924888 board of directors and shareholders shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by BC0924888 to permit the consummation of the Amalgamation;
- (c) since the date hereof, no action, suit or proceeding shall have been taken before or by any governmental entity or by any private person (including, without limitation, any individual, corporation, firm, group or other entity or by any elected or appointed public official in Canada or elsewhere) against C&C (whether or not purportedly on behalf of C&C) that would, if successful, have a Material Adverse Effect on C&C, in the sole discretion of BC0924888, acting reasonably; and

- (d) BC0924888 and Newco shall have received a certificate from a senior officer of C&C confirming that the conditions set forth in this Section 13.1 and the conditions set forth in Section 12.1 that are applicable in respect of C&C have been satisfied.

The conditions described above are for the exclusive benefit of BC0924888 and Newco and may be asserted by BC0924888 and Newco regardless of the circumstances or may be waived by BC0924888 and Newco in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which BC0924888 and Newco may have.

ARTICLE 14

CONDITIONS TO OBLIGATIONS OF C&C

14.1 Conditions to Obligations of C&C

The obligations of C&C to consummate the transactions contemplated hereby and in particular the Amalgamation are subject to the satisfaction, on or before the Effective Date, of the conditions for the benefit of C&C set forth in the Acquisition Agreement governing the terms and conditions of the Transaction and of the following conditions, which, except for Section 14.1(b) below, may be waived by C&C without prejudice to its rights to rely on any other such conditions:

- (a) each of the acts of BC0924888 and Newco to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by them and no event shall have occurred that could have a Material Adverse Effect on BC0924888 or Newco, taken as a whole, from and after the date hereof;
- (b) the board of directors and shareholders of each of BC0924888 and Newco shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by BC0924888 and Newco to permit the consummation of the Amalgamation;
- (c) since the date hereof, no action, suit or proceeding shall have been taken before or by any governmental entity or by any private person (including, without limitation, any individual, corporation, firm, group or other entity or by any elected or appointed public official in Canada or elsewhere against BC0924888 (whether or not purportedly on behalf of BC0924888) that would, if successful, have a Material Adverse Effect on BC0924888, in the sole discretion of C&C, acting reasonably; and
- (d) C&C shall have received a certificate from a senior officer of each of BC0924888 and Newco confirming that the conditions set forth in Section 12.1 that are applicable to BC0924888 and Newco and the conditions set forth in this Section 14.1 have been satisfied.

The conditions described above are for the exclusive benefit of C&C and may be asserted by C&C regardless of the circumstances or may be waived by C&C in its sole discretion, in whole

or in part, at any time and from time to time without prejudice to any other rights which C&C may have.

ARTICLE 15 AMENDMENT

15.1 Amendment

This Agreement may be amended prior to its approval by the shareholders of the Amalgamating Corporations, by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

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

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by C&C Shareholders or warrant holders upon the Amalgamation, if any, without approval by the C&C Shareholders, given in the same manner as required for the approval of the Amalgamation.

ARTICLE 16 TERMINATION

16.1 Termination

This Agreement may be terminated prior to its approval by the shareholders of the Amalgamating Corporations, by mutual agreement of the respective boards of directors of the parties hereto, without further action on the part of the shareholders of C&C or Newco. This Agreement shall also terminate without further notice or agreement if:

- (a) the Amalgamation is not approved by the holders of C&C Shares entitled to vote in accordance with the Act;
- (b) any of the conditions set out in Sections 12.1, 13.1 or 14.1 are not satisfied or, if capable of being waived, are not waived by the relevant party, as applicable, prior to the Effective Date; or
- (c) the Acquisition Agreement is terminated prior to the Effective Date.

ARTICLE 17
BINDING EFFECT AND COUNTERPARTS

17.1 Binding Effect

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

17.2 Counterparts

This Agreement may be executed in any number of counterparts, each of which when delivered shall be deemed to be an original and all of which together shall constitute one and the same document.

ARTICLE 18
ASSIGNMENT

18.1 Assignment

No party to this Agreement may assign any of its rights or obligations hereunder without the prior written consent of each of the other parties.

ARTICLE 19
FURTHER ASSURANCES

19.1 Further Assurances

Each of the parties hereto agrees to execute and deliver such further instruments and to do such further acts and things as may reasonably be necessary or desirable to carry out the intent of this Agreement.

ARTICLE 20
NOTICE

20.1 Notice

Any notice which a party may desire to give or serve upon another party shall be in writing and may be delivered, mailed by prepaid registered mail, return receipt requested or sent by facsimile or electronic transmission to the following addresses:

- (a) if to BC0924888 or Newco:

2922 Mt. Seymour Pky
North Vancouver, B.C. V7H 1E9

Attention: Ron Miles
E-mail: rmiles1@telus.net

(b) if to C&C:

c/o #168-11280 Twigg Place
Richmond, BC, V6V 0A6

Attention: Sydney Au
E-mail: sydau945@gmail.com

or to such other address as the party to or upon whom notice is to be given or served has communicated to the other parties by notice given or served in the manner provided for in this section. In the case of delivery or electronic transmission, notice shall be deemed to be given, if prior to 5:00 pm local time at place of receipt, on the date of delivery or transmission or, if after 5:00 pm local time at the place of receipt, on the next following business day, and in the case of mailing, notice shall be deemed to be given on the third (3rd) Business Day after such mailing.

ARTICLE 21 TIME OF ESSENCE

21.1 Time of Essence

Time shall be of the essence of this Agreement.

ARTICLE 22 GOVERNING LAW

22.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of BC and the laws of Canada applicable therein and the courts of BC shall have exclusive jurisdiction over every dispute hereunder. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of BC.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto as of the date first written above.

C&C COSMECEUTICALS CORP.

Per: "Sydney Au"
Name: Sydney Au
Title: Director, President & CEO

0961896 BC LTD.

Per: "Ron Ozols"
Name: Ron Ozols
Title: Director, President & CEO

0924888 B.C. LTD.

Per: "Ron Ozols"
Name: Ron Ozols
Title: Director, President & CEO

Schedule A
Articles of Amalgamation

Telephone: 250 356-8626
www.bcregistryservices.gov.bc.ca

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA):
Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 250 356-1198, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?
(Check all applicable boxes.)

- BC company
 BC unlimited liability company

B NAME OF COMPANY – *Choose **one** of the following:*

The name _____ is the name reserved for the amalgamated company. The name reservation number is: _____,

OR

The company is to be amalgamated with a name created by adding “B.C. Ltd.” after the incorporation number,

OR

The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is:

C&C Cosmeceuticals Corporation

The incorporation number of that company is: BC0915959

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT – *Please indicate the statement applicable to this amalgamation.*

With Court Approval:
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

Without Court Approval:
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company’s records office.

D AMALGAMATION EFFECTIVE DATE – Choose **one** of the following:

The amalgamation is to take effect at the time that this application is filed with the registrar.

YYYY / MM / DD

The amalgamation is to take effect at 12:01a.m. Pacific Time on _____
being a date that is not more than ten days after the date of the filing of this application.

YYYY / MM / DD

The amalgamation is to take effect at _____ a.m. or p.m. Pacific Time on _____
being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. C&C Cosmeceuticals Corporation	BC0915959	
2. 0961896 B.C. Ltd.	BC0961896	
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. Sydney Au	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. Ronald Ozols	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

C&C Cosmeceuticals Corporation

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME		
Au	Sydney	Wai Kong		
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
Vancouver	B.C.	Canada		
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
Vancouver	B.C.	Canada		
LAST NAME	FIRST NAME	MIDDLE NAME		
Ozols	Ronald			
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
Vancouver	B.C.	Canada		
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
Vancouver	B.C.	Canada		
LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
LAST NAME	FIRST NAME	MIDDLE NAME		
DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	
MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE	

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE

2922 Mt. Seymour Parkway, North Vancouver

PROVINCE

BC

POSTAL CODE

V7H 1E9

MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE

2922 Mt. Seymour Parkway, North Vancouver

PROVINCE

BC

POSTAL CODE

V7H 1E9

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE

2922 Mt. Seymour Parkway, North Vancouver

PROVINCE

BC

POSTAL CODE

V7H 1E9

MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE

2922 Mt. Seymour Parkway, North Vancouver

PROVINCE

BC

POSTAL CODE

V7H 1E9

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✓)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✓)	WITH A PAR VALUE OF (\$)	Type of currency	YES (✓)	NO (✓)
Common	✓		✓		CAD		✓
Preferred	✓		✓		CAD	✓	