

**SCHEDULE B
AMALGAMATION AGREEMENT**

Between:

LINCOLN SOCCER CLUB (1000990724)
LINCOLN, Ontario, Canada

AND

GRIMSBY TOWN YOUTH SOCCER CLUB INC. (540949)
GRIMSBY, Ontario, Canada

Background

(A) The Parties have agreed to amalgamate to form one corporation upon the terms and conditions set forth in this Agreement and to continue as one corporation under the authority conferred by the provisions of the Not-For-Profit Corporations Act, 2010, S.O. 2010, c. 15 (the "Act").

(B) Each Party has made full and complete disclosure to the other Party of its assets and liabilities.

(C) It is desirable for each of the Parties that the amalgamation should take place.

NOW THEREFORE in consideration of the mutual covenants contained herein and the receipt of other good and valuable consideration which the Parties acknowledge, this Agreement provides as follows:

Definitions

1. In this Agreement:
 - a) "Agreement" means this Amalgamation Agreement, as amended, and all Appendices.
 - b) "Amalgamating Associations" means both of Lincoln Soccer Club and Grimsby Town Youth Soccer Club Inc.
 - c) "Amalgamated Corporation" means the corporation continuing as a result of the amalgamation of the Amalgamating Associations.
 - d) "Amalgamation Date" means the date that the letters patent of amalgamation issued by the Minister of Government Services (Ontario) (or such other Minister who has responsibility for the issuance of letters patent pursuant to the Act in respect of the Amalgamated Corporation take effect.
 - e) "Board of Directors" means the Board of Directors of the Amalgamated Corporation.
 - f) "Parties" means Lincoln Soccer Club and Grimsby Town Youth Soccer Club Inc. collectively and "**Party**" means either of them.

Agreement to Amalgamate

2. Upon the terms and conditions in this Agreement, the Amalgamating Associations agree to amalgamate and to continue as the Amalgamated Corporation on the Amalgamation Date.

Responsibilities of each Amalgamating Association

3. Each Party will:

- a) Pay all debts and liabilities prior to the Amalgamation Date.
- b) Provide all capital, assets, monies, and investments to the Amalgamated Corporation on or prior to the Amalgamation Date.
- c) Provide all books and records to the Amalgamated Corporation on or prior to the Amalgamation Date.
- d) Ensure that there is no creditor prejudiced by the amalgamation.
- e) Execute, deliver, file and register all documents necessary to give effect to the amalgamation.

Responsibilities of Amalgamated Corporation

4. The Amalgamated Corporation will execute, deliver, file and register all documents necessary to give effect to the amalgamation.

Special Resolution

5. Each Party confirms that its members have adopted a special resolution approving this Agreement at a meeting thereof called for the purpose of considering this Agreement and such fact is hereby certified by each Party upon this Agreement and the Parties by their joint application shall apply to the Ministry of Government and Consumer Services of the Province of Ontario for Articles of Amalgamation confirming this Agreement.

Expenses

6. Each Party shall pay all expenses it incurs in authorizing, preparing, executing and performing this Agreement and the transactions contemplated hereunder, including all fees and expenses of its legal counsel, accountants, other representatives and consultants.

Name

7. The name of the Amalgamated Corporation will be "West Niagara Soccer Club".

Registered Office

8. The registered office will be located at 84 Mud Street West, Grassie, Ontario, L0R 1M0.

Purposes

9. The purposes of the Amalgamated Corporation shall be:
 - a) Organize, promote and develop interest and participation in the sport of soccer;
 - b) Seek support from and work cooperativity with other organizations, groups, and individuals, whose aims and objectives are consistent with those of the Corporation;
 - c) Stimulate public awareness and involvement, and to encourage participation in sport of soccer;
 - d) Encourage and promote proficiency and excellence in all aspects of the sport of soccer;
 - e) To seek and accept donations, gifts, legacies and bequests for the purpose of furthering the Corporation's objects; and
 - f) Other complementary purposes not inconsistent with these objectives.

Special Provisions

10. The Special Provisions of the Amalgamated Corporation are as follows:
 - a) Commercial purposes, if any, included in the articles are intended only to advance or support one or more of the non-profit purposes of the Corporation. No part of a Corporation's profits or of its property or accretions to the value of the property may be distributed, directly or indirectly, to a member, a director or an officer of the corporation except in furtherance of its activities or as otherwise permitted by the Act.

- b) The Corporation has the following class of Members:
 - i. Regular Member – A Regular Member is a representative of the Club and includes:
 - a. A head or assistant coach registered with the Club.
 - b. An administrator, including team managers, Directors, and committee members registered with the Club.
- c) Members in good standing at the time of the Members at which a vote is to be taken have the following voting rights at all meetings of the Members:
 - a) Members have one vote each.
- d) Upon dissolution of the Corporation and after payment of all debts and liabilities, its remaining property or part thereof shall be distributed or disposed of to charitable organizations or to organizations the objects of which are beneficial to the community.

Additional Special Provisions

11. The Amalgamated Corporation has no additional special provisions.

Directors

12. The first directors of the Amalgamated Corporation will be those individuals listed in Appendix A.

13. The first directors as described in paragraph 12 will hold office until the first annual meeting of the Amalgamated Corporation. The subsequent directors shall be elected in the manner provided in the Bylaws of the Amalgamated Corporation.

Management

14. The Board of Directors shall manage the affairs of the Amalgamated Corporation subject to the provisions of the Corporations Act, as amended, and the Bylaws of the Amalgamated Corporation.

Powers

15. There will be no restriction on the business which the Amalgamated Corporation may carry on or on the powers it may exercise.

Conversion/Cancellation of Membership

16. The issued memberships of the Amalgamating Corporations will terminate on the date of Amalgamation and individuals meeting the definition of membership in the Bylaws of the Amalgamated Corporation will automatically be admitted into membership in the Amalgamated Corporation.

Capital

17. The stated capital of the Amalgamated Corporation will be the sum of stated capital accounts of the Amalgamating Associations.

Bylaws

18. The by-laws of the Amalgamated Corporation will be available for examination at the head office of the Amalgamated Corporation.

Representations and Warranties

19. Each of the Parties represents and warrants to the other Party and acknowledges that the other Party is relying on such representations and warranties in entering into this Agreement that:

- a) It is a corporation incorporated, duly organized and validly existing under the laws of its jurisdiction of incorporation.
- b) The execution and delivery of this Agreement by it, and any performance by it of all of the activities contemplated hereby, have been duly authorized by all requisite corporate action.
- c) It has full power to execute and deliver this Agreement and to perform its obligations hereunder.
- d) This Agreement constitutes a legally valid and binding obligation, enforceable against it in accordance with its terms, subject only to the enforcement of remedies under applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.
- e) The execution and delivery of this Agreement and the performance by it of its obligations hereunder will not, with or without the giving of notice or the passing of time or both:
 - i. violate any judgment, decree, order or award of any court, governmental agency, regulatory authority or arbitrator; or
 - ii. conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any material licence, permit, concession, franchise, indenture, mortgage, lease, contract, permit, will, testamentary trust, deed of trust or any other instrument or agreement by which it is bound; in such a way as would have a material adverse effect on such Party.
- f) It has no material assets or liabilities, contingent or otherwise, which have not been fully disclosed to the other Party.
- g) Except as otherwise disclosed in writing to the other Party on the date hereof, there is no claim, action, proceeding or investigation pending or, to its knowledge, threatened against or relating to it or affecting any of its properties or assets before any court or governmental or regulatory authority or body, which, if adversely determined, is likely to have a material adverse effect on its operations, assets, properties or condition (financial or otherwise) or prevent or materially delay consummation of the transactions contemplated by this Agreement, nor is it subject to any outstanding order, writ, injunction or decree which has had or is reasonably likely to have a material adverse effect on its operations, assets, properties or condition (financial or otherwise) or prevent or materially delay consummation of the transactions contemplated by this Agreement.
- h) Since the date of its last annual audited financial statements, there has been no material adverse change in its business, operations, properties, assets or condition, financial or otherwise, from that shown on the financial statements for the period then ended and there are no liabilities or obligations (including tax liabilities, whether accrued, absolute, contingent or otherwise) not reflected in the audited financial statements for the last completed fiscal year except for liabilities and obligations incurred in the ordinary course

of business since the date of the last annual audited financial statements, which liabilities and obligations are not materially adverse in the aggregate.

- i) Each Party further represents and warrants that all Parties are relying on such representations and warranties in entering into this Agreement that the audited financial statements or review engagement for each Party's latest fiscal year, as reported on by the Party's auditors, presents fairly the financial condition of the Party and the results of its operations for the respective period indicated in the statement, and has been prepared in conformity with generally accepted accounting principles applied on a consistent basis except as otherwise stated in the notes to such statements.

Property and Liabilities

20. From and after the Amalgamation Date, the Parties shall be amalgamated and shall continue as one corporation without share capital, and the Amalgamated Corporation shall possess all of the property, rights, privileges, assets and franchises and shall be subject to all of the liabilities, contracts, disabilities and debts of each of the Parties.

Creditors' Rights

21. All rights of creditors against the property, rights, privileges, assets and franchises of one or more of the Parties and all liens upon their property, rights and assets shall be unimpaired by the amalgamation and all debts, contracts, liabilities and duties of the Parties shall attach to the Amalgamated Corporation and may be enforced against it.

Litigation

22. No action or proceeding by or against a Party shall abate or be affected by the amalgamation and the Amalgamated Corporation shall be deemed to be a party plaintiff or a party defendant, as the case may be, in any civil action commenced by or against a Party before the Amalgamation Date.

Judgments, Etc.

23. A conviction against or ruling, order or judgment in favour of or against a Party may be enforced by or against the Amalgamated Corporation.

Interpretation

24. This Agreement will be interpreted in accordance with the laws of the Province of Ontario.

General

25. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.

26. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

27. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

28. This Agreement has been executed by authorized signatories of each party who are duly entitled to represent and bind the party.

29. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument and receipt of a facsimile version of an executed signature page of this Agreement by a Party shall constitute satisfactory evidence of execution of this Agreement by such Party.

TO WITNESS THEIR AGREEMENT, the Parties have duly executed this Agreement by the signatures of their proper officers on that behalf.

Lincoln Soccer Club

Grimsby Town Youth Soccer Club Inc.

Per:

Per:

Per:

Per:

Date:

Date:

Appendix A

BOARD OF DIRECTORS

Name	Address
Kerry Klein	4060 Stadelbauer Drive, Beamsville, Ontario L4J 0S4
Lauren Crossen	5052 Silverbirch Lane, Beamsville, Ontario L3J 0A6
Will Thompson	4028 Barry Drive, Beamsville, Ontario M3J 0M2
Jerry Cino	3638 Vosburgh Place Campden, Ontario L0R1G0
Sean Norman	5 Lindsay Way, Grimsby, Ontario L3M 0H6
Taryn Bingley	5028 Alyssa Drive Beamsville Ontario L3J1W4