

ARRANGEMENT AGREEMENT

THIS AGREEMENT is made as of the 30th day of June, 2011.

BETWEEN:

CENTIVA CAPITAL INC., a corporation governed by the *Canada Business Corporations Act* (“**Centiva**”)

- and -

AYLEN CAPITAL INC., a corporation governed by the *Canada Business Corporations Act* (“**Aylen**”)

WHEREAS, subject only to Centiva Shareholder approval, Centiva wishes to spin-out its assets to its shareholders (who will continue to hold such assets through Aylen) pursuant to the Arrangement;

AND WHEREAS Aylen has been incorporated in order to facilitate and participate in the Arrangement;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the Parties covenant and agree as follows:

ARTICLE I INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, other than Appendix A:

“**Affiliate**” has the meaning given in the CBCA;

“**Agreement**” means this arrangement agreement, including its recitals and Appendix A, as the same may be amended, modified or supplemented from time-to-time in accordance with the terms hereof;

“**Applicable Law**” means: (a) any applicable domestic or foreign law including any statute, subordinate legislation or treaty; and (b) any applicable guideline, directive, rule, standard, requirement, policy, order, judgment, injunction, award or decree of a Governmental Authority having the force of law;

“**Arrangement**” means the arrangement under Section 192 of the CBCA on the terms and subject to the conditions set forth in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement or the Plan of Arrangement, or made at the direction of the Court in the Final Order;

“**Arrangement Resolution**” means the special resolution of Centiva Shareholders approving the Arrangement in accordance with the Interim Order;

“**Articles of Arrangement**” means the articles of arrangement in respect of the Arrangement to be filed with the Director;

“**Aylen Common Shares**” means the common shares in the capital of Aylen;

“**Business Day**” means any day on which commercial banks are open for business in Toronto, Ontario other than a Saturday, a Sunday or a day observed as a holiday in Toronto, Ontario under the laws of the Province of Ontario or the federal laws of Canada;

“**CBCA**” means the *Canada Business Corporations Act*, as amended, including the regulations promulgated thereunder;

“**Centiva Common Shares**” means the common shares in the capital of Centiva;

“**Centiva Shareholder**” means a holder of Centiva Common Shares;

“**Certificate of Arrangement**” means the certificate of arrangement to be issued by the Director, pursuant to Subsection 192(7) of the CBCA, in order to give effect to the Articles of Arrangement;

“**Circular**” means the information circular of Centiva, together with all appendices thereto, to be sent to Centiva Shareholders in connection with the Meeting;

“**Closing**” means the completion of the transaction contemplated by the Agreement;

“**Court**” means the Superior Court of Ontario;

“**Director**” means the Director appointed under Section 260 of the CBCA;

“**Dissent Rights**” means the rights of a Centiva Shareholder to dissent in respect of the Arrangement pursuant to the procedures set forth in Section 190 of the CBCA, as modified by Article IV of the Plan of Arrangement, the Interim Order and any other order of the Court;

“**Distribution Property**” means all the assets and liabilities of Centiva at the Distribution Record Date, except for the sum of \$75,000 (less the amount of Arrangement Expenses paid by Centiva).

“**Distribution Record Date**” means July 5, 2011, or such other date as Centiva may select.

“**Effective Date**” means the effective date of the Arrangement, being the date shown on the Certificate of Arrangement;

“**Effective Time**” means the time at which the steps to complete the Arrangement will commence, which will be 9 a.m. (Toronto time) on the Effective Date, subject to any

amendment or variation in accordance with the terms of this Agreement, and except as otherwise specified in the Plan of Arrangement;

“Encumbrance” means any mortgage, charge, pledge, lien, hypothec, security interest, encumbrance, adverse claim or right of any third party to acquire or restrict the use of property;

“Final Order” means the final order of the Court approving the Arrangement, as such order may be amended or varied at any time prior to the Effective Time or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or amended, with or without variation, on appeal;

“Governmental Authority” means any: (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign; or (b) regulatory authority, including any securities commission or stock exchange;

“Interim Order” means the interim order of the Court concerning the Arrangement containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be amended or varied by the Court;

“Material Adverse Effect” means, in respect of any corporation, any change, event, development or occurrence that is, or would reasonably be expected to be, material and adverse to the business, operations, results of operations, liabilities (including contingent liabilities), obligations (whether absolute, accrued, conditional or otherwise), capital, properties, assets or financial condition of that corporation (including its Affiliates) considered as a whole after giving effect to the Arrangement or that would materially impair that corporation’s ability to perform its obligations under this Agreement or the Plan of Arrangement in any material respect;

“Meeting” means the special meeting of Centiva Shareholders (including any adjournment or postponement thereof) to be called and held in accordance with the Interim Order to consider and, if deemed advisable, to approve the Arrangement Resolution and other matters;

“Party” means a party to this Agreement;

“Person” means and includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unlimited liability corporation, trustee, executor, administrator, legal representative, government (including any Government Authority) or any other entity, whether or not having legal status;

“Plan of Arrangement” means the plan of arrangement in substantially the form set out as Appendix A to this Agreement, as amended, modified or supplemented from time-to-time in accordance with the terms thereof;

“Promissory Note” means the demand promissory note in the amount of \$842,831.60 to be issued to Centiva by Aylen upon Closing;

“**Representatives**” means, collectively, the current and future directors, officers, employees, agents and advisors of a Party and their respective heirs, executors, administrators, successors and assigns;

“**Security Agreement**” means the security agreement granted by Ayleen to Centiva in order to secure the obligations of Ayleen pursuant to the Promissory Note;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended, including the regulations promulgated thereunder;

“**TSXV**” means the Toronto Venture Exchange.

1.2 Appendix

The following appendix is attached to this Agreement and forms part hereof:

Appendix A – Plan of Arrangement

1.3 Construction

In this Agreement, unless otherwise expressly stated or the context otherwise requires:

- (a) the division of this Agreement into Articles, Sections and Subsections and the use of headings are for convenience of reference only and do not affect the construction or interpretation hereof;
- (b) the words “hereunder”, “hereof” and similar expressions refer to this Agreement and not to any particular Article, Section or Subsection and references to “Articles”, “Sections” and “Subsections” are to Articles, Sections and Subsections of this Agreement;
- (c) words importing the singular include the plural and vice versa, and words importing any gender include all genders and the neuter;
- (d) the word “including”, when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (e) a reference to a statute or code includes every regulation made pursuant thereto, all amendments to the statute or code or to any such regulation in force from time-to-time, and any statute, code or regulation which supplements or supersedes such statute, code or regulation;
- (f) if any date on which any action is required to be taken under this Agreement is not a Business Day, such action will be required to be taken on the next succeeding Business Day; and

- (g) a reference to the knowledge of a Party means to the best of the knowledge of any of the officers of such Party after due inquiry.

ARTICLE II THE ARRANGEMENT

2.1 Agreement

As soon as reasonably practical, Centiva shall apply to the Court pursuant to Section 192 of the CBCA for an order approving the Arrangement and in connection with such application shall;

- (a) subject to obtaining all necessary approvals of the Centiva Shareholders as contemplated in the Interim Order and as may be directed by the Court in the Interim Order, take all steps necessary or desirable to submit the Arrangement to the Court and apply for the Final Order; and
- (b) subject to the satisfaction or waiver of the conditions set forth herein, deliver to the Director the Articles of Arrangement and such other documents as may be required to give effect to the Arrangement, whereupon the transactions comprising the Arrangement shall occur and shall be deemed to have occurred in the order set out in the Plan of Arrangement without any further act or formality, except as contemplated in the Plan of Arrangement.

2.2 Effective Date and Effective Time

The Arrangement will become effective on the Effective date and the steps to be carried out pursuant to the Plan of Arrangement will become effective commencing as at the Effective Time and in the order set out therein or as otherwise specified in the Plan of Arrangement.

2.3 Centiva Approval

- (a) Centiva represents to and in favour of Aylen that its board of directors has determined unanimously that:
 - (i) The Arrangement is fair to the Centiva Shareholders and in the best interests of Centiva; and
 - (ii) They will recommend that Centiva Shareholders vote in favour of the Arrangement Resolution.
- (b) Centiva represents to and in favour of Aylen that each of its directors has advised Centiva that he or she intends to vote all of the Centiva Common Shares beneficially owned, directly or indirectly, or over which direction or control is exercised, by him or her in favour of the Arrangement Resolution, and will accordingly, so represent in the Circular.
- (c) For greater certainty, nothing in the foregoing or elsewhere in the Agreement shall limit the ability of the board of directors of Centiva to act in accordance with

its view of its fiduciary duties, including withdrawing, modifying or changing any such determination, recommendation or intention to vote.

ARTICLE III REPRESENTATIONS AND WARRANTIES

3.1 Mutual Representations and Warranties

Each Party represents and warrants to and in favour of each other Party that:

- (a) It is duly incorporated, amalgamated or continued and is validly existing under the CBCA and has the corporate power and authority to enter into this Agreement and, subject to obtaining the requisite approvals contemplated hereby, to perform its obligations hereunder;
- (b) Except as disclosed in the Circular or in writing to the other, the execution and delivery of this Agreement by it and the completion by it of the transactions contemplated herein do not and will not:
 - (i) result in breach of, or violate any term or provision of, its articles or by laws;
 - (ii) conflict with, result in the breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, license, permit or authority to which it is a party or by which it is bound, or to which any assets of such Party are subject, or result in the creation of any Encumbrance upon any of its assets under any such agreement or instrument, or give to others any interest or right, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, license, permit or authority, which in any case would have a Material Adverse Effect on it; or
 - (iii) violate any provisions of any Applicable Law or any judicial or administrative award, judgment, order or decree applicable and known to it, the violation of which would have a Material Adverse Effect on it;
- (c) no dissolution, winding-up, bankruptcy, liquidation or similar proceeding has been commenced or is pending or, to such Party's knowledge, is proposed in respect of it, except as contemplated by the Plan of Arrangement; and
- (d) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been duly approved by its board of directors, and this Agreement constitutes a valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights generally and to general principles of equity and limitations upon the enforcement of indemnification for fines or penalties imposed by law.

3.2 Representations and Warranties of Centiva

Centiva represents and warrants to and in favour of Aylen that:

- (a) the authorized capital of Centiva consists of an unlimited number of Centiva Common Shares, of which, as of June 30 2011, only 16,856,632 Centiva Common Shares, and no other shares were issued and outstanding; and
- (b) Centiva is the owner of 16,856,632 Aylen Common Shares, being all of the issued and outstanding shares of Aylen, with good and marketable title thereto, which shares will, as at the Effective Time, be free and clear of all Encumbrances.

3.3 Representations and Warranties of Aylen

Aylen represents and warrants to and in favour of Centiva that:

- (a) the authorized capital of Aylen consists of an unlimited number of Aylen Common Shares of which, as of June 30, 2011, only 16,856,632 Aylen Common Shares and no other shares were issued and outstanding, and held by Centiva; and
- (b) it has no assets, no liabilities and it has carried on no business other than relating to, and contemplated by, this Agreement and the Plan of Arrangement.

ARTICLE IV COVENANTS

4.1 General Covenant

Each of Centiva and Aylen will, so long as Centiva's board of directors has not withdrawn its recommendation referred to in Section 2.3, use all commercially reasonable efforts and do all things reasonably required of it to cause the Arrangement to become effective on or before June 30, 2011, or such later date as Centiva may determine in its sole discretion.

4.2 Covenants of Centiva

Centiva will:

- (a) not, on or before the Effective Date, perform any act or enter into any transaction that could interfere or be inconsistent with the completion of any of, the Arrangement;
- (b) as soon as practicable, convene the Meeting;
- (c) in a timely and expeditious manner:
 - (i) forthwith carry out the terms of the Interim Order;
 - (ii) prepare the Circular and proxy solicitation materials and any amendments or supplements thereto, and file such materials in all jurisdictions where

the same are required to be filed, and distribute the same as ordered by the Interim Order and in accordance with all Applicable Laws, and solicit proxies to be voted at the Meeting in favour of the Arrangement Resolution, and related matters; and

- (iii) conduct the Meeting in accordance with the Interim Order, the by-laws of Centiva, as applicable, and as otherwise required by Applicable Laws;
- (d) subject to obtaining all necessary approvals of the Centiva Shareholders as contemplated in the Interim Order and as may be directed by the Court in the Interim Order, forthwith proceed with and diligently prosecute an application for the Final Order;
- (e) subject to the receipt of the Final Order and the satisfaction or waiver of the conditions precedent in favour of Centiva set out in Article V, deliver to and file with the Director the Articles of Arrangement and the Final Order at such time as Centiva deems appropriate in its sole discretion in order to give effect to the Arrangement;
- (f) on or before the Effective Date, assist and cooperate in the preparation and filing with all applicable securities commissions or similar securities regulatory authorities in Canada of all necessary applications to seek exemptions, if required, from the prospectus, registration and other requirements of the applicable securities laws of jurisdictions in Canada and that are necessary or desirable in connection with the Arrangement;
- (g) prior to the Effective Date, obtain confirmation from the TSXV of the continued listing of the Centiva Common Shares, and jointly with Aylen, make application to list the Aylen Common Shares on the TSXV; and
- (h) on or before the Effective Date, perform the obligations required to be performed by Centiva under the Plan of Arrangement and do all such other acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may be necessary or desirable and are within its power and control in order to carry out and give effect to the Arrangement, including using all commercially reasonable efforts to obtain:
 - (i) the approval of Centiva Shareholders required for the implementation of the Arrangement;
 - (ii) such other consents, orders, rulings or approvals and assurances as are necessary or desirable for the implementation of the Arrangement;
 - (iii) satisfaction of the other conditions precedent referred to in Sections 5.1 and 5.2; and
 - (iv) execute and file such tax elections, forms or other documents as may be necessary or desirable in respect of the Arrangement, including the execution and filing, in prescribed form and within the prescribed time

limits, of a joint election pursuant to subsection 85(1) of the Tax Act in respect of the disposition of the Distribution Property to Aylen in exchange for 16,856,632 common shares of Aylen. The agreed amount for purposes of the Tax Act in respect of the election will be equal to the lesser of the cost amount to Centiva of the Distribution Property at the time of the transfer and the fair market value of the Distribution Property at the time of the transfer.

4.3 Covenants of Aylen

Aylen will:

- (a) not, on or before the Effective Date, except as specifically provided for hereunder or in connection with the Arrangement, alter or amend its constating documents, articles or by-laws as the same exist as at the date of this Agreement;
- (b) not, on or before the Effective Date, perform any act or enter into any transaction that could interfere or could be inconsistent with the completion of any of, the Arrangement;
- (c) on or before the Effective Date, perform the obligations required to be performed by it under the Plan of Arrangement and do all such other acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may be necessary or desirable and are within its power and control in order to carry out and give effect to the Arrangement including co-operating with Centiva to obtain:
 - (i) the Final Order;
 - (ii) the approval of the listing of the Aylen Common Shares on the TSXV;
 - (iii) such other consents, rulings, orders, approvals and assurances as are necessary or desirable for the implementation of the Arrangement; and
 - (iv) satisfaction of the other conditions precedent referred to in Sections 5.1 and 5.2; and
- (d) indemnify and save Centiva harmless from and against any claim whatsoever in respect of any liability of Centiva assumed by Aylen pursuant to the Arrangement; and
- (e) execute and file such tax elections, forms or other documents as may be necessary or desirable in respect of the Arrangement, including the execution, in prescribed form and within the prescribed time limits, of a joint election pursuant to subsection 85(1) of the Tax Act in respect of the acquisition of the Distribution Property from Centiva in exchange for 16,856,632 common shares of Aylen. The agreed amount for purposes of the Tax Act in respect of the election will be equal to the lesser of the cost amount to Centiva of the Distribution Property at the time

of the transfer and the fair market value of the Distribution Property at the time of the transfer.

ARTICLE V CONDITIONS

5.1 Conditions Precedent

The obligations of Centiva to complete the transactions contemplated by this Agreement and to file Articles of Arrangement to give effect to the Arrangement are subject to the satisfaction of the following conditions (which may be waived by Centiva without prejudice to its right to rely on any other condition in its favour):

- (a) the Interim Order shall not have been set aside, amended or varied in a manner unacceptable to Centiva, in its sole discretion, whether on appeal or otherwise;
- (b) the Arrangement Resolution shall each have been approved by the requisite number of votes cast by the Centiva Shareholders at the Meeting in accordance with the provisions of the Interim Order and applicable corporate law requirements;
- (c) the Final Order shall have been obtained in form and substance satisfactory to Centiva, in its sole discretion;
- (d) the Promissory Note and the Security Agreement shall have been delivered by Aylen in form and substance satisfactory to Centiva, in its sole discretion;
- (e) the Articles of Arrangement and all necessary related documents, in form and substance satisfactory to Centiva, in its sole discretion, shall have been accepted for filing by the Director together with the Final Order in accordance with Subsection 192(6) of the CBCA;
- (f) all material consents, orders, rulings, approvals, opinions and assurances, including regulatory, judicial, third party and advisor opinions, approvals and orders, required or necessary, in the sole discretion of Centiva, for the completion of the transactions provided for in this Agreement and the Plan of Arrangement, shall have been obtained or received, and none of the consents, orders, rulings, approvals, opinions or assurances contemplated herein shall contain terms or conditions or require undertakings or security that are considered unsatisfactory or unacceptable by Centiva, in its sole discretion;
- (g) no action shall have been instituted and be continuing on the Effective Date for an injunction to restrain, a declaratory judgment in respect of, or damages on account of or relating to, the Arrangement and there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, and no cease-trading or similar order with respect to any securities of any of the Parties shall have been issued and remain outstanding;

- (h) no law, regulation or policy shall have been proposed, enacted, promulgated or applied that interferes with or is inconsistent with the completion of the Arrangement;
- (i) there shall not, as of the Effective Date, be Centiva Shareholders that hold, in the aggregate, in excess of 10 % of all outstanding Centiva Common Shares that have validly exercised their Dissent Rights and not withdrawn such exercise;
- (j) the Centiva Common Shares shall continue to be listed on the TSXV and the Aylen Common Shares shall have been conditionally approved for listing on the TSXV, subject to compliance with the normal listing requirements of such exchange;
- (k) there shall have not developed, occurred or come into effect or existence any event, action or occurrence of national or international consequences, any governmental law or regulation, state, condition or major financial occurrence, including any act of terrorism, war or like event, or other occurrence of any nature, which, in the sole discretion of Centiva, materially adversely affects, or may materially adversely affect, the financial markets or the business, financial condition, operations or affairs of Centiva going forward; and
- (l) this Agreement shall not have been terminated pursuant to the provisions of Section 6.2.

5.2 Conditions to Obligation of Each Party

The obligation of each Party to complete the transactions contemplated by this Agreement is further subject to the conditions (which may be waived by such Party without prejudice to its right to rely on other condition in its favour) that: (i) the covenants of each other Party to be performed on or before the Effective Date pursuant to the terms of this Agreement will have been duly performed in all material respects; and (ii) except as set forth in this Agreement the representations and warranties of each other Party will be true and correct in all material respects as at the Effective Date, with the same effect as if such representations and warranties had been made at, and as of, such date.

5.3 Merger/Waiver of Conditions

The conditions set out in Sections 5.1 and 5.2 will be conclusively deemed to have been satisfied, waived or released on the filing by Centiva of Articles of Arrangement under the CBCA to give effect to the Plan of Arrangement.

ARTICLE VI AMENDMENT AND TERMINATION

6.1 Amendment

This Agreement may, at any time and from time-to-time before and after the holding of the Meeting, but not later than the Effective Date, be amended by written agreement of the Parties without, subject to Applicable Law, further notice to or authorization on the part of their

respective shareholders. Without limiting the generality of the foregoing, any such amendment may:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation contained herein or in any document to be delivered pursuant hereto;
- (c) except as otherwise provided herein, waive compliance with or modify any of the covenants contained herein or waive or modify performance of any of the obligations of the Parties; or
- (d) make such alterations, modification or amendments to this Agreement as the Parties may consider necessary or desirable in connection with the Interim Order or the Final Order.

6.2 Termination

This Agreement may, at any time before or after the holding of the Meeting but prior to the issue of the Certificate of Arrangement, be terminated by Centiva in its sole discretion at any time without the approval of the Centiva Shareholders, and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion of Centiva to elect to terminate this Agreement and discontinue efforts to effect the Plan of Arrangement for whatever reason it may consider appropriate. This Agreement will terminate without any further action by the Parties if the Effective Date has not occurred on or before September 30, 2011, or such later date as Centiva may determine in its sole discretion and announce.

ARTICLE VII GENERAL

7.1 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and delivered personally or by courier or by facsimile addressed to the recipient as follows:

To Centiva:

200 Bay Street
Suite 3800
Toronto, ON M5J 2Z4

Attention: J. Pennal
Fax No.: (416) 216-3930

To Aylen:

200 Bay Street
Suite 3800
Toronto, ON M5J 2Z4
Attention: J. Pennal
Fax No.: (416) 216-3930

or other such address that a Party may, from time-to-time, advise the other Parties by notice in writing given in accordance with the foregoing. The date of receipt of any such notice will be deemed to be the date of actual delivery thereof or, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient with written confirmation of receipt by fax and verbal confirmation of same and on the next Business Day, if not given during such hours.

7.2 Time of Essence

Time is of the essence of this Agreement.

7.3 Further Assurances

Each of the Parties will from time-to-time execute and deliver such further documents and instruments and do all acts and things as any other Party may before the Effective Date reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

7.4 Assignment

No Party may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the other Party (which consent will not be unreasonably withheld or delayed), provided that no such consent will be required for any Party to assign its rights and obligations under this Agreement and the Arrangement to a corporate successor to such Party or to a purchaser of all or substantially all of the assets of such Party.

7.5 Binding Effect

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns, and specific references to “successors” elsewhere in the Agreement will not be construed to be in derogation of the foregoing.

7.6 Waiver

Any waiver or release of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting the same.

7.7 No Personal Liability

- (a) No Representative of Centiva shall have any personal liability whatsoever to any other Party on behalf of Centiva under this Agreement, the Plan of Arrangement or any other document delivered in connection with any of the foregoing; and

- (b) No Representative of Aylen shall have any personal liability whatsoever to any other Party on behalf of Aylen under this Agreement, the Plan of Arrangement or any other document delivered in connection with any of the foregoing.

7.8 Invalidity of Provisions

if any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Applicable Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

7.9 Entire Agreement

This Agreement, the Plan of Arrangement and the other agreements and instruments contemplated hereby and thereby or entered into or delivered in connection herewith or therewith, constitute the entire agreement between the Parties pertaining to the subject matter hereof and thereof. There are no warranties, conditions, or representations (including any that may be implied by statute), and there are no agreements, in connection with such subject matter except as specifically set forth or referred to in this Agreement, the Plan of Arrangement and such other agreements and instruments contemplated hereby and thereby or entered into or delivered in connection herewith or therewith, or as otherwise set out in writing and delivered at Closing. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made by any Party or its Representatives to any other Party or its Representatives except to the extent that the same has been reduced to writing and included as a term of this Agreement, the Plan of Arrangement, such other agreements and instruments contemplated hereby and thereby or entered into or delivered in connection herewith or therewith, or as otherwise set out in writing and delivered at Closing. Accordingly, there will be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent aforesaid.

7.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein without regard to conflicts of law principles. Each of the Parties agrees that any action or proceeding arising out of or relating to this Agreement may be instituted in the courts of Ontario, waives any objection which it may have now or later to the venue of that action or proceeding, irrevocably submits to the non-exclusive jurisdiction of those courts in that action or proceeding and agrees to be bound by any judgment of those courts.

7.11 No Third Beneficiaries

Except as otherwise provided in Sections 7.4, 7.5 and 7.7, this Agreement is not intended to confer on any Person other than the Parties any rights or remedies.

7.12 Counterparts

This Agreement may be executed in any number of original, facsimile or “pdf” counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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APPENDIX A

PLAN OF ARRANGEMENT UNDER SECTION 192 OF THE CANADA BUSINESS CORPORATIONS ACT

ARTICLE I INTERPRETATION

1.1 Definitions

“**Arrangement**” means the arrangement under Section 192 of the CBCA on the terms and subject to the conditions set forth in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement or this Plan of Arrangement, or made at the direction of the Court in the Final Order;

“**Arrangement Agreement**” means the arrangement agreement made as of June 30, 2011 among the Parties, as it may be amended, modified or supplemented from time-to-time in accordance with its terms;

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“**Articles of Arrangement**” means the articles of arrangement of Centiva in respect of the Arrangement required by the CBCA to be filed with the Director after the Final Order is made;

“**Aylen**” means Aylen Capital Inc., a corporation governed by the CBCA.

“**Aylen Common Shares**” means the common shares of the capital of Aylen;

“**Business Day**” means any day on which commercial banks are open for business in Calgary, Alberta other than a Saturday, a Sunday or a day observed as a holiday in Calgary, Alberta under the laws of the Province of Alberta or the federal laws of Canada;

“**CBCA**” means the *Canada Business Corporations Act*, as amended, including the regulations promulgated thereunder;

“**Centiva**” means Centiva Corporation, a corporation governed by the CBCA;

“**Centiva Common Shares**” means the currently existing common shares in the capital of Centiva;

“**Centiva Shareholder**” means a holder of Centiva Common Shares;

“**Certificate of Arrangement**” means the certificate of arrangement to be issued by the Director, pursuant to Subsection 192(7) of the CBCA, in order to give effect to the Articles of Arrangement;

“**Court**” means the Superior Court of Ontario;

“**Director**” means the Director appointed under Section 260 of the CBCA;

“**Dissent Rights**” means the right of an Centiva Shareholder to dissent in respect of the Arrangement pursuant to the procedures set forth in Section 190 of the CBCA, as modified by Article 4 of this Plan of Arrangement, the Interim Order and any other order of the Court;

“**Dissenting Shareholder**” means Centiva Shareholder who validly dissents from the Arrangement Resolution in compliance with the Dissent Rights and who has not withdrawn the exercise of such Dissent Rights and is ultimately determined to be paid fair value in respect of the Centiva Common Shares held by such Centiva Shareholder;

“**Distribution Property**” means all the assets and liabilities of Centiva at the Distribution Record Date, except for the sum of \$75,000 (less the amount of Arrangement expenses paid by Centiva);

“**Distribution Record Date**” means July 5, 2011, or such other date as Centiva may select;

“**Effective Date**” means the effective date of the Arrangement, being the date shown on the Certificate of Arrangement;

“**Effective Time**” means the time at which the steps to complete the Arrangement will commence, which will be 10:00 a.m. (Toronto time) on the Effective Date, subject to any amendment or variation in accordance with the terms of the Arrangement Agreement;

“**Encumbrance**” means any mortgage, charge, pledge, lien, hypothec, security interest, encumbrance, adverse claim or right of any third party to acquire or restrict the use of property;

“**Interim Order**” means the interim order of the Court dated August 23, 2011 concerning the Arrangement containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be amended or varied by the Court;

“**Meeting**” means the special meeting of Centiva Shareholders (including any adjournment or postponement thereof) to be called and held in accordance with the Interim Order to consider and, if deemed advisable, to approve the Arrangement Resolution;

“**Party**” means a party to this Plan of Arrangement;

“**Person**” means and includes an individual, limited or general partnership, limited liability company, limited liability partnership, trust, joint venture, association, body corporate, unlimited liability corporation, trustee, executor, administrator, legal representative, government (including any governmental authority) or any other entity, whether or not having legal status;

“**Plan of Arrangement**” means this plan of arrangement, including its Schedule, as it may be amended, modified or supplemented from time-to-time in accordance with the terms hereof;

“**Promissory Note**” means the demand promissory note in the amount of \$842,831.60 to be issued to Centiva by Aylen upon Closing;

“**Security Agreement**” means the security agreement granted by Aylen to Centiva in order to secure the obligations of Aylen pursuant to the Promissory Note;

“**Tax Act**” means the *Income Tax Act* (Canada), as amended, including the regulations promulgated thereunder;

“**TSXV**” means the Toronto Venture Exchange.

1.2 Construction

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires:

- (a) the division of this Plan of Arrangement into Articles, Sections and Subsections and the use of headings are for convenience of reference only and do not affect the construction or interpretation hereof;
- (b) the words "hereunder", "hereof" and similar expressions refer to this Plan of Arrangement and not to any particular Article, Section or Subsection and references to "Articles", "Sections" and "Subsections" are to Articles, Sections and Subsections of this Plan of Arrangement;
- (c) words importing the singular include the plural and vice versa, and words importing any gender include all genders and the neuter;
- (d) the word "including", when following any general term or statement, is not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as referring to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement; and
- (e) a reference to a statute or code includes every regulation made pursuant thereto, all amendments to the statute or code or to any such regulation in force from time-to-time, and any statute, code or regulation which supplements or supersedes such statute, code or regulation.

ARTICLE II ARRANGEMENT AGREEMENT

2.1 Arrangement Agreement

- (a) This Plan of Arrangement is made pursuant to, is subject to the provisions of and forms part of, the Arrangement Agreement.

- (b) This Plan of Arrangement, upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, will become effective at, and be binding at and after, the Effective Time.
- (c) The Articles of Arrangement and the Certificate of Arrangement shall be filed and issued, respectively, with respect to the Arrangement in its entirety. The Certificate of Arrangement shall be conclusive evidence that the Arrangement has become effective and that each of the provisions of Article III has become effective in the sequence and at the times set out therein.
- (d) Other than as expressly provided for herein, no portion of this Plan of Arrangement shall take effect with respect to any Party or Person until the Effective Time. Further, each of the events listed in Article III shall be, without affecting the timing set out in Article III, mutually conditional, such that no event described in Article III may occur without all steps occurring, and those events shall effect the integrated transaction which constitutes the Arrangement.

ARTICLE III THE ARRANGEMENT

3.1 Arrangement

At the Effective Time, the events and transactions set out below in this Section 3.1, will occur and be deemed to occur, unless otherwise provided, in the order set out below, without any further act or formality, and with each event or transaction occurring and being deemed to occur immediately after the occurrence of the immediately preceding event or transaction:

- (a) Centiva will transfer to Aylen all of the Distribution Property with good and marketable title thereto and free from any Encumbrances securing a liability or obligation of Centiva which is not being assumed by Aylen under the Arrangement. As the consideration for the Distribution Property so transferred by Centiva to Aylen, Aylen will assume all liabilities of Centiva (other than those related to the Arrangement) and will issue to Centiva 16,856,632 Aylen Common Shares;
- (b) in connection with such transfer:
 - (i) Centiva and Aylen will jointly elect to have the provisions of subsection 85(1) of the Tax Act apply to the transfer of the Distribution Property. The agreed amount for purposes of the Tax Act in respect of the election will be equal to the lesser of the cost amount to Centiva of the Distribution Property at the time of the transfer and the fair market value of the Distribution Property at the time of the transfer; and
 - (ii) the amount added to the stated capital of the Aylen Common Shares issued by Aylen to Centiva, will be equal to such agreed amount less the value of the liabilities of Centiva assumed by Aylen;

- (c) the stated capital of the Centiva Common Shares will be reduced by an amount equal to the fair market value of the Distributed Property;
- (d) as a payment on such reduction of stated capital, the Aylene Common Shares will be distributed to the Centiva Shareholders, on the basis of one Aylene Common Share for each Centiva Common Share;
- (e) Aylene will deliver to Centiva the Promissory Note and the Security Agreement in form and substance satisfactory to Centiva, in its sole discretion;
- (f) the articles of Centiva will be amended to change the name of Centiva to Spackman Equities Group Inc.; and
- (g) the Directors of Centiva will be the persons set out in Schedule A.

ARTICLE IV RIGHTS OF DISSENT

4.1 Rights of Dissent

Centiva Shareholders may exercise Dissent Rights in connection with the Arrangement with respect to their Centiva Common Shares pursuant to and in the manner set forth in the Interim Order, Section 190 of the CBCA and this Section 4.01, as the same may be modified by the Interim Order or the Final Order. Centiva Shareholders who duly exercise such Dissent Rights and who:

- (a) are ultimately entitled to be paid fair value for their Centiva Common Shares shall be deemed not to have participated in the transactions in Article III and shall be deemed to have transferred such Centiva Common Shares to Centiva immediately after the completion of the transactions in Article III without any further act or formality, and free and clear of all Encumbrances, in consideration of a debt-claim against Centiva to be paid the fair value of such Centiva Common Shares, which fair value shall be determined as of the close of business on the Business Day before the day on which the Final Order was made, and will not be entitled to any other payment or consideration, and the name of each such Dissenting Shareholder will thereupon be removed from the register of holders of Centiva Common Shares; or
- (b) are ultimately not entitled, for any reason, to be paid fair value for their Centiva Common Shares shall be deemed to have participated in the Arrangement on the same basis as any non-dissenting Centiva Shareholder as at and from the Effective Time and will be treated in the same manner as such a holder, on the basis set out in this Plan of Arrangement.

All payments made to a Dissenting Shareholder pursuant to this Article shall be subject to, and paid net of, all applicable withholding taxes.

ARTICLE V – CERTIFICATES AND PAYMENTS

5.1 Entitlement to Share Certificates and Payments

- (a) As soon as practicable after the Effective Date, there will be delivered to each Centiva Shareholder of record at the close of business on the Distribution Record Date certificates by book-entity, the Aylene Common Shares to which such holder is entitled pursuant to the provisions of this Plan of Arrangement.

ARTICLE VI – AMENDMENTS

6.1 Amendments

- (a) Subject to compliance with the terms of this Article VI, Centiva and Aylene may amend, modify or supplement this Plan of Arrangement at any time provided that each such amendment must be: (i) set out in writing; (ii) approved by the other Party; and (iii) filed with the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Centiva and Aylene at any time prior to or at the Meeting with or without any other prior notice or communication to Centiva Shareholders, and if so proposed and accepted by the Persons voting at the Meeting, shall become part of this Plan of Arrangement for all purposes.
- (c) Centiva and Aylene may amend, modify and/or supplement this Plan of Arrangement at any time and from time-to-time after the Meeting but prior to the Effective Time with the approval of the Court.
- (d) No amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time.

SCHEDULE A

Directors of Centiva

NAME	Canadian Resident
Brian Hemming	Yes
Richard Lee	No
Martin Mohabeer	No
John D. Pennal	Yes
Charles Spackman	No