

DIRECTOR'S RESOLUTIONS
OF
GREASE DUCKS MECHANICAL LTD.
(the "Company")

SHARE CERTIFICATES

RESOLVED that each share certificate issued by the Company representing shares in authorized capital the Company:

1. be in a form that complies with the *Business Corporations Act* (British Columbia); and
2. be signed by any one of the officers or directors of the Company whose signature thereon shall constitute adoption by the Company of such form of certificate with respect to the shares represented thereby.

ISSUANCE OF INCORPORATOR'S SHARES

RESOLVED that the following share be allotted to the Incorporator pursuant to the Incorporation Agreement dated June 28, 2018 entered into between the Company and the Incorporator at a price or consideration as set out below and that the following Share Certificate be issued:

Name of Shareholder	Number and Class of Shares	Certificate No.	Consideration per share
Isabelle Ava-Pointon	1 Common	1	\$0.10

TRANSFER OF INCORPORATOR'S SHARE

RESOLVED that the following transfer of share in the capital of the Company be approved:

Transferor	Transferee	Number and Class of Shares
Isabelle Ava-Pointon	Alexander Jeffery Collins	1 Common

CANCELLATION OF SHARE CERTIFICATE

RESOLVED that Share Certificate number 1 representing the Incorporator's Share be cancelled.

ALLOTMENT AND ISSUANCE OF SHARES

RESOLVED that, payment in full having been received by the Company, the following shares of the Company be allotted and issued for the price set opposite the shareholder's name:

Name of Shareholder	Number and Class of shares	Price per share
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Alexander Jeffery Collins	99 Common	\$0.10
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SHARE CERTIFICATE:

RESOLVED that:

1. the following Share Certificate be issued:

Name of Shareholder	Number and Class of shares	Cert. No.
Alexander Jeffery Collins	100 Common	2

2. the sole Director of the Company be authorized to execute the Share Certificate on behalf of the Company and deliver the Share Certificate to the person entitled to it.

QUORUM

RESOLVED the quorum for meetings of directors be fixed at a majority of the Board.

OFFICERS

RESOLVED that the following person is appointed to the following office of the Company:

Officer Title	Officer Name
President	Alexander Jeffery Collins

FINANCIAL YEAR END

RESOLVED that the financial year end of the Company be determined by the Directors at a later date.

ACCOUNTING RECORDS

RESOLVED that the accounting records of the Company be kept at the Company's head office or principal place of business or such other place that the directors may from time to time determine.

BANK

RESOLVED that:

1. _____ (the "Bank") is appointed the bank of the Company and the attached form of banking resolution provided by the Bank is adopted as a resolution of the director; and
2. the Director of the Company be authorized to execute and deliver to the Bank such banking resolution and all other documents required by the Bank, whether under the seal of the Company or otherwise.

SEAL

RESOLVED that the Company will not adopt a common seal at this time.

REGISTERED AND RECORDS OFFICE

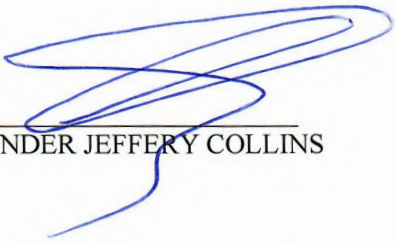
RESOLVED that:

1. the Company appoint INC Business Lawyers, as its agent to maintain the Company's Records Office and Registered Office as required under the *Business Corporation Act* at such location as INC Business Lawyers may from time to time determine;
2. the Company enter into an agreement (the "Records and Registered Office Agreement") submitted by INC Business Lawyers relating to the Records Office and Registered Office of the Company and that any one director of the Company may approve, execute and deliver the Records and Registered Office Agreement on behalf of the Company.
3. if INC Business Lawyers gives written notice to the Company that it will no longer act as agent:
 - a. the Records Office and Registered Office of the Company will be located at the head office of the Company in British Columbia at its last known address or, if there is no such office, at the last known address of any director or former director resident in British Columbia;
 - b. INC Business Lawyers is authorized to deliver to such address all the records of the Company formerly at its office; and
 - c. INC Business Lawyers is authorized to complete, execute and file with the Registrar of Companies a Notice to Change Office and any other documents required by the *Business Corporations Act*

EXECUTION

RESOLVED that these resolutions may be signed by facsimile or other means of electronic communication producing a printed copy, and notwithstanding the date of execution shall be deemed to have been executed as of the date set forth below.

EXECUTED as of June 28, 2018.



ALEXANDER JEFFERY COLLINS



Richmond:

Suite 1103 - 11871 Horseshoe Way
Richmond, British Columbia V7A 5H5

Reply to Richmond Office:

Direct Line: 604-272-6960 ext.

Email:

Tel: 604-272-6960

Fax: 604-272-6959

Website: www.incorporate.ca

June 28, 2018

Grease Ducks Mechanical Ltd.

Re: Grease Ducks Mechanical Ltd.

Incorporation Number: BC1169949 / Date of Incorporation: June 28, 2018

We are pleased to report that the incorporation of the subject company is now complete. We enclose with this letter the corporate records book for the company prepared in accordance with your instructions.

You will next hear from us one year from now to assist you in preparing your company's year-end resolutions and annual report. Our fee for acting as your company's registered and records office for one year, preparing your company's year-end resolutions and for preparing and filing your company's annual report is \$200 plus costs and applicable tax. We remind you that the *Business Corporations Act* requires an annual report to be filed within two months of each anniversary of the date of incorporation. Failure to file the annual report for two consecutive years will result in the company being struck from the register; that is, the company will cease to be incorporated.

As a condition of our acting as your registered and records office, you are required to inform us of any change of address or phone number. If you have not heard from us by the anniversary of your date of incorporation, please contact us immediately. Be aware that section 27 of the *Business Corporations Act* requires the company to display its full name on all advertising, signs, invoices, cheques and other company documents. If you fail to do so you may lose your right of limited liability so that you become personally liable to pay your company's debts.

Our understanding of our retainer is that it was limited to incorporating the company and preparing the initial organizing resolutions. If you believe that the scope of our retainer involved other matters please contact us immediately so that we may remedy the situation and alter our billing accordingly.

We thank you for your business. If you have any questions with respect to the above or concerning corporations in general please do not hesitate to call.

Yours Truly,
INC Business Lawyers
Per:

Encls.

GREASE DUCKS MECHANICAL LTD.
(the "Company")

CONSENT TO ACT AS DIRECTOR

I hereby consent to act as a director of the Company and acknowledge that I am not disqualified to become or to act as a director under s. 124 of the *Business Corporations Act*, the text of which is set out below. My consent is effective until revoked.

Dated: 28 June 2018

Print name: Alexander Jeffery Collins

Prescribed address: 6705 Winch Street, Burnaby, BC V7T 1A2

Signature: _____

DIRECTORS HAVE SUBSTANTIAL DUTIES AND OBLIGATIONS AND MAY BE SUBJECT TO SIGNIFICANT LIABILITIES. AS INC BUSINESS LAWYERS ACTS FOR THE COMPANY ONLY, THE PERSON SIGNING THIS CONSENT SHOULD OBTAIN INDEPENDENT LEGAL ADVICE.

Persons disqualified as directors

124 (1) A person must not become or act as a director of a company unless that person is an individual who is qualified to do so.

(2) An individual is not qualified to become or act as a director of a company if that individual is

- (a) under the age of 18 years,
- (b) found by a court, in Canada or elsewhere, to be incapable of managing the individual's own affairs,
- (c) an undischarged bankrupt, or
- (d) convicted in or out of British Columbia of an offence in connection with the promotion, formation or management of a corporation or unincorporated business, or of an offence involving fraud, unless
 - (i) the court orders otherwise,
 - (ii) 5 years have elapsed since the last to occur of
 - (A) the expiration of the period set for suspension of the passing of sentence without a sentence having been passed,
 - (B) the imposition of a fine,
 - (C) the conclusion of the term of any imprisonment, and
 - (D) the conclusion of the term of any probation imposed, or
 - (iii) a pardon was granted or issued under the *Criminal Records Act* (Canada).

Section 426(3) of the *Business Corporations Act* provides that "[a]n individual who acts as a director of a company and who, under s. 124(2), is not qualified to act as a director of a company commits an offence".

REGISTERED AND RECORDS OFFICES AGREEMENT

THIS AGREEMENT is made as of June 28, 2018

BETWEEN:

GREASE DUCKS MECHANICAL LTD.,

a company incorporated under the laws of the Province
of British Columbia (Incorporation No. BC1169949)

(the "Company")

AND:

INC BUSINESS LAWYERS

1103 - 11871 Horseshoe Way, Richmond, B.C., V7A 5H5

(the "Agent")

WHEREAS:

- A. Section 34 of the *Business Corporations Act* of the Province of British Columbia (the "Act") requires that the Company maintain a Registered Office and a Records Office within the Province of British Columbia; and
- B. Section 42 of the Act requires that the Company maintain certain records, documents, instruments and registers (collectively, the "Records") at its Records Office.

THE PARTIES to this Agreement therefore agree:

- 1. The Company appoints the Agent and the Agent agrees to act as the Company's agent for the purpose of maintaining the Records Office of the Company and to provide the following services during the term of this Agreement:
 - (a) provide access to the Records and permit copies to be made of the Records to the extent required by the Act;
 - (b) take reasonable precautions to avoid loss, mutilation, destruction or falsification of the Records. The Agent is not obliged to insure the Company's Records against loss by fire or other hazards. The Company will be responsible for insuring its Records against loss by fire and other hazards; and
 - (c) compile and maintain the Records required to be maintained by the Act but only to the extent that the Company furnishes the Agent with the necessary documents, instructions and information.

2. The Company appoints the Agent as its agent to maintain the Registered Office of the Company at c/o Stuart A. Moir, Lawyer, 1103 - 11871 Horseshoe Way, Richmond, British Columbia, V7A 5H5, or in such other location as the Agent may, from time to time, determine;
3. During the term of this Agreement, the Company will pay to the Agent:
 - (a) reasonable fees and expenses of the Agent in connection with the performance of its duties under this Agreement;
 - (b) all disbursements reasonably incurred by the Agent; and
 - (c) all reasonable fees that the Agent may charge the Company for additional services.
4. The Company authorizes the Agent to set and collect fees for the examination and copying of the Records by those entitled under the Act to examine the Records;
5. The Company hereby assigns to the Agent absolutely all examination and copying fees that the Agent collects while acting under, this Agreement;
6. During the term of this Agreement, the Company will provide the Agent promptly with:
 - (a) all Records and information required to be kept at the Records Office together with all necessary instructions and all changes thereto; and
 - (b) any change in its current mailing address and telephone number.
7. The Agent may rely on the correctness of Records and instructions received from the Company and will not be responsible or liable to the Company for any error, inaccuracy or omission in any Records;
8. If documents are served on the Agent as the Registered Office of the Company, the Agent will attempt to contact the Company to seek instructions. If the Company has failed to provide the Agent with its current address, the Agent will not be responsible for anything other than making reasonable inquiries to locate the Company;
9. The Agent will exercise its discretion in determining whether a person is entitled under the Act to examine or copy any Records of the Company kept by the Agent in the Records Office. The Agent will not be responsible for permitting any person not authorized to examine or copy any Records provided that the Agent takes all reasonable steps in the circumstances to confirm such person's identity and relationship, if any, to the Company;
10. Either the Company or Agent may, by written notice, terminate this Agreement. All obligations and liabilities of the Agent under this Agreement will cease, immediately upon termination;
11. The Company irrevocably appoints the Agent its attorney to complete and file on behalf of the Company, without any further act of the Company, all requisite documents to effect a change of location and address of the Records Office (and the Registered Office if at the same address):
 - (a) to the new address of the Agent, if the Agent relocates its offices within British Columbia during the term of this Agreement; or

- (b) to the address of any officer or director of the Company, if this Agreement is terminated by the Agent

and in either event, the Agent shall send notice to the Company at its head office of the new location and address of the Records Office (and the Registered Office if also relocated);

12. The Company will indemnify and save harmless the Agent from all actions, claims, costs, charges, damages, demands, expenses, liability, and loss whatsoever that the Agent may suffer or be put to while acting as agent within the scope of the authority hereby given, and specifically, without limiting the generality of the foregoing, which may arise as a result of the failure of the Company to provide the Agent with the proper and correct Records, information or instructions to ensure the Company's compliance with the Act;
13. This Agreement shall ensure, to the benefit of and be binding upon the successors and assigns of each of the parties hereto;
14. By executing this Agreement, the parties agree to be bound by its terms and conditions; and
15. This Agreement may be signed in as many counterparts as may be necessary, and, may be signed by facsimile or other means of electronic communication producing a printed copy, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the date set forth above.

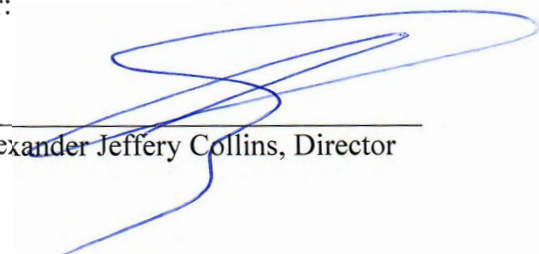
INC BUSINESS LAWYERS

Per:

Authorized Signatory

GREASE DUCKS MECHANICAL LTD.

Per:



Alexander Jeffery Collins, Director

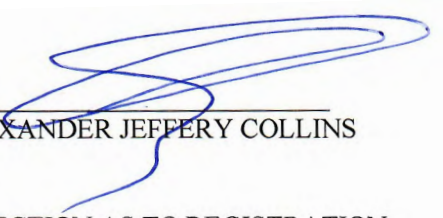
SUBSCRIPTION FOR SHARES

To: The Board of Directors of
GREASE DUCKS MECHANICAL LTD.
(the "Company")

The undersigned hereby subscribes for and agrees to take up 99 Common shares in the capital of the Company (the "Subscriber's Shares") for the price of \$0.10 per share, and encloses \$10.00, being full payment of the aggregate subscription price for the Subscriber's Shares, and the 1 Common share subscribed to by the Incorporator of the Company pursuant to the Incorporation Agreement, dated June 28, 2018.

Please issue the Subscriber's Shares, enter the name and address shown below in the central securities register of the Company and issue the appropriate share certificate.

Dated as of June 28, 2018.



ALEXANDER JEFFERY COLLINS

DIRECTION AS TO REGISTRATION

Full name Alexander Jeffery Collins

Address: 6705 Winch Street
Burnaby, BC
V7T 1A2

DINESTY DUMPLING HOUSE LTD.

UNIT 104 - 4501 KINGSWAY
BURNABY BC
V5H 4V8

002005

DATE 2018-07-10
Y Y Y Y M M D D

PAY to GREASE DUCKS LTD.

the order of

ONE THOUSAND TWO HUNDRED EIGHTEEN

\$ 12185

XX DOLLARS 100



ROYAL BANK OF CANADA
TERRA NOVA BRANCH
3679 WESTMINSTER HWY., UNIT 100
RICHMOND, B.C. V7C 5V2

DINESTY DUMPLING HOUSE LTD.

PER

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