# VOTING AGREEMENT

**THIS AGREEMENT** is made as of the 28th day of February, 2010.

**BETWEEN:**

Robert Baxter**,** (the "**Shareholder**")

-and-

0874791 B.C. LTD., a corporation existing under the laws of the Province of British Columbia ("**Acquireco**")

-and-

China Sci-Tech Holdings Limited, a corporation existing under the laws of the Cayman Islands ("**Parent**")

**WHEREAS** the Shareholder is the registered and/or direct or indirect beneficial owner of, or exercises control or direction over, the issued and outstanding securities in the capital of Chariot Resources Limited (the "**Corporation**") set forth on Schedule A hereto;

**AND WHEREAS** the Shareholder understands that Acquireco, Parent and the Corporation will be executing and delivering the Arrangement Agreement (as defined herein) providing for the Arrangement (as defined herein);

**AND WHEREAS** this Agreement sets out the terms and conditions of the agreement of the Shareholder (i) to vote the Shareholder Securities (as defined herein) or cause the same to be voted in favour of the Arrangement Resolution (as defined herein) and (ii) to strictly comply with the other covenants set forth herein;

**AND WHEREAS** the Shareholder acknowledges that Acquireco and Parent would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

**AND WHEREAS** the foregoing recitals are made by the Shareholder only with respect to itself and its affiliated entities and the Shareholder Securities and, for greater certainty, are not made in relation to any other Shareholder or any other holder of securities of the Corporation;

**NOW THEREFORE** this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained and in consideration for Parent and Acquireco executing the Arrangement Agreement and undertaking certain covenants and obligations pursuant thereto, the parties hereto agree as follows:

# ARTICLE 1
# INTERPRETATION

## 1.1 Definitions

In this Agreement:

"**Acquisition Proposal**" means any proposal or offer (whether or not in writing and whether or not delivered to Shareholders generally) made by any person or group of persons acting jointly or in concert (other than Acquireco or any of its affiliates) with respect to:

(i) any merger, amalgamation, arrangement, security exchange, take-over bid, tender offer, recapitalization, consolidation, liquidation, dissolution, reorganization, business combination or any similar transaction or any transaction having a similar effect involving the Corporation or any of its subsidiaries;

(ii) the acquisition in any manner, directly or indirectly, by any person (or group of persons acting jointly or in concert) of assets of the Corporation (including the Corporation's shares of Marcobre S.A.C.) and/or any of its subsidiaries (or any lease, long-term supply agreement or other arrangement having a similar economic effect as a purchase or sale of assets) that constitute 20% or more of the fair market value of the consolidated assets of the Corporation and its subsidiaries (taken as a whole) in a single transaction or a series of transactions;

(iii) the acquisition in any manner, directly or indirectly, by any person (or group of persons acting jointly or in concert) of beneficial or registered ownership of (or control or direction over, including by way of voting trust or otherwise) any Shares or Convertible Securities which could have the effect of such person (or group of persons acting jointly or in concert) acquiring or beneficially owning or exercising control or direction over (in a single transaction or a series of transactions) more than 20% of the issued and outstanding Shares (as calculated and determined pursuant to Section 90 of the Securities Act);

(iv) any issue of treasury shares of the Corporation or any subsidiary of the Corporation (other than as a result of the exercise of Convertible Securities outstanding on the date of the Arrangement Agreement and which are disclosed in the Disclosure Letter) or any Convertible Securities or any options, warrants, calls, conversion privileges or any other rights or securities of any kind entitling the beneficiary or holder thereof to receive or acquire shares or other ownership interests of, the Corporation or any subsidiary of the Corporation;

(v) any transaction or series of transactions, as a result of which a person (or group of persons acting jointly or in concert) could acquire, directly or indirectly, *de facto* control of the Corporation or any subsidiary of the Corporation;

(vi) any other transaction involving the Corporation or any of its subsidiaries or any of their respective assets, the entering into or consummation of which would reasonably be expected to impede, delay or prevent the consummation of the Arrangement and the other transactions contemplated by this Agreement and the Arrangement Agreement; or

(vii) any public announcement of an intention to do, or any inquiry relating to, any of the foregoing;

"**affiliated entities**" has the meaning ascribed thereto in MI 61-101;

"**Arrangement**" means the arrangement under section 288 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of Parent and the Corporation, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement dated the date hereof between Acquireco, Parent and the Corporation, as it may be amended from time to time in accordance with its terms;

"**Arrangement Resolution**" means the special resolution approving the Arrangement, substantially in the form and content of Schedule B to the Arrangement Agreement which, to be effective, must be approved by (i) at least two-thirds of the votes cast at the Meeting by Shareholders in person or by proxy, voting as a single class, and (ii) if required pursuant to MI 61-101, "minority approval" as defined in MI 61-101;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder, as promulgated or amended from time to time;

"**Board**" means the board of directors of the Corporation.

"**Buyer Parties**" means, collectively, Acquireco and Parent and "**Buyer Party**" means any of them;

"**Convertible Securities**" means all Options, all other securities convertible into, or exercisable or exchangeable for, Shares, and all other rights, entitlements, privileges and securities entitling or obligating the beneficiary or holder thereof to receive or acquire Shares or securities convertible into, or exercisable or exchangeable for, Shares;

"**Court**" means the Supreme Court of British Columbia;

"**Disclosure Letter**" means the letter from the Corporation to the Buyer Parties dated the date hereof and accepted by the Buyer Parties disclosing certain information regarding the Corporation and its subsidiaries;

“**Effective Date**” has the meaning ascribed thereto in the Arrangement Agreement;

“**Effective Time**” means the time on the Effective Date that the Arrangement becomes effective as provided in the Plan of Arrangement;

“**Final Order**” means the final order of the Court pursuant to section 291 of the BCBCA, in a form acceptable to the parties to the Arrangement Agreement, acting reasonably, approving the Arrangement as such order may be amended by the Court (with the consent of both the Corporation and Parent, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Corporation and Parent, each acting reasonably) on appeal;

“**Governmental Entity**” means any of the following entities that has jurisdiction in the applicable matter or over the applicable party: (a) any multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, anti-trust authority, foreign investment regulator, securities regulator, stock exchange, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (b) any subdivision, agent, commission, board, or authority of any of the foregoing; (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; or (d) any Securities Commissions;

“**HKSE Clearance**” has the meaning ascribed thereto in the Arrangement Agreement;

“**Interim Order**” means the interim order of the Court, in a form acceptable to the parties to the Arrangement Agreement, acting reasonably, providing for, among other things, the calling and holding of the Meeting, as the same may be amended by the Court with the consent of the Corporation and Parent, each acting reasonably;

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

“**MI 61-101**” means *Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions* of the Ontario Securities Commission and l’Autorité des marchés financiers (Quebec);

**“Optionholders**” means the holders of Options;

“**Options**” means the options to purchase Shares granted under the Share Incentive Plan, outstanding as of the date hereof and as specified for in the Disclosure Letter;

“**Outside Date**” means July 15, 2010 or such later date as may be agreed to in writing by the parties to the Arrangement Agreement; provided that if HKSE Clearance has not occurred on or before May 31, 2010 then the Outside Date shall be August 3, 2010;

"**Plan of Arrangement**" means the plan of arrangement giving effect to the Arrangement, and any amendments or variations made thereto;

"**Securities Act**" means the *Securities Act* (Ontario) and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**Securities Commissions**" means the applicable securities commission or other securities regulatory authority in each of the provinces and territories of Canada;

"**Securityholders**" means, collectively, the Shareholders and the holders of Convertible Securities;

"**Shareholder Securities**" means all Shares and Convertible Securities owned directly or indirectly, beneficially or otherwise, by the Shareholder;

"**Shareholder Shares**" means all Shares owned beneficially or otherwise, by the Shareholder;

"**Shareholders**" means the holders of the Shares;

"**Shares**" means the common shares in the capital of the Corporation; and

"**Superior Proposal**" means an unsolicited *bona fide* written Acquisition Proposal that is made by way of an unsolicited formal take-over bid after the date hereof and that:

(i) did not result from a breach of Section 7.1 or Section 7.2 of the Arrangement Agreement or Section 3.1(a) or Section 3.1(b) of this Agreement;

(ii) would, if consummated in accordance with its terms, result in the acquisition by the person making such Acquisition Proposal of all of the Shares;

(iii) is not subject to any financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the Board, acting in good faith (after receipt of advice from its financial advisor and outside legal counsel), is reasonably likely to be obtained;

(iv) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the person making such Acquisition Proposal;

(v) is not subject to any due diligence and/or access to information condition;

(vi) the Board determines, acting in good faith (after receipt of written advice from its financial advisor and outside legal counsel):

(A) would, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction that is more favourable to Shareholders, from a financial point of view, than the Arrangement (including any amendment to the terms and conditions of the Arrangement proposed by Acquireco); and

(B) the failure to recommend such Acquisition Proposal to the Shareholders would constitute a breach of its fiduciary duties under applicable Laws.

### 1.2 Schedule

The following Schedule attached hereto constitutes an integral part of this Agreement:

Schedule A - Shareholder Securities

## ARTICLE 2
## COVENANTS OF ACQUIRECO

### 2.1 Amendment of Arrangement Agreement

Each of Acquireco and Parent hereby covenants and agrees that each of Acquireco and Parent will not amend the Arrangement Agreement to change the form of, or to decrease, the consideration per Share under the Arrangement or that would otherwise be materially adverse to the interests of the Shareholder without the prior written consent of the Shareholder; provided that, for greater certainty, Acquireco and Parent may, without such consent, amend the terms of the Arrangement Agreement (A) to increase the consideration (or the value of the consideration) under the Arrangement, and (B) to extend the Effective Date to a date not later than the Outside Date.

## ARTICLE 3
## COVENANTS OF THE SHAREHOLDER

### 3.1 General

The Shareholder hereby covenants and irrevocably agrees in favour of Acquireco and Parent that, from the date hereof until the earlier of (i) the Effective Date and (ii) the termination of this Agreement in accordance with Article 5, except as permitted by this Agreement, the Shareholder will and will cause its affiliated entities to:

(a) not, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of the Shareholder or any of its affiliated entities (collectively, the "**Representatives**"), (i) solicit, initiate, facilitate or knowingly encourage (including by way of furnishing information or entering into any form of agreement, arrangement or understanding) the initiation of any inquiries, proposals or offers regarding an Acquisition Proposal, (ii) participate in any substantive discussions or negotiations with any person (other than Parent or any of its affiliates) regarding an Acquisition Proposal, (iii) approve, accept, endorse or recommend, or propose to accept, approve, endorse or recommend, any Acquisition Proposal, or (iv) accept or enter into or propose to accept or enter into, any agreement, understanding or arrangement or other contract in respect of an Acquisition Proposal;

(b) immediately cease and cause its Representatives to cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any persons with respect to any Acquisition Proposal;

(c) promptly notify Acquireco and Parent at first orally and then in writing within 24 hours after it has received any inquiry, approach, contact or proposal that constitutes, relates to, or may reasonably be expected to lead to, an Acquisition Proposal;

(d) not sell, transfer, tender, deposit, pledge, encumber, grant a security interest in or option over, hypothecate or otherwise convey or dispose of any Shareholder Securities, or any right or interest therein (legal or equitable), to any person or group or agree to do any of the foregoing (provided that the foregoing shall not, subject to compliance with clause (j) below, prevent the Shareholder or its affiliated entities from exercising Convertible Securities, provided that the Buyer Parties are advised in writing prior to such exercise);

(e) not grant or agree to grant any proxy or other right to vote any Shareholder Securities, or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approval of any kind as to the Shareholder Securities that in each case might reasonably be regarded as likely to prevent or delay or interfere with the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement and this Agreement;

(f) not take any other action which would reasonably be expected to materially impede or prevent the consummation of the Arrangement;

(g) not vote or cause to be voted any Shareholder Securities in respect of any proposed action by the Corporation or its shareholders or affiliates or any other person in a manner which might reasonably be regarded as likely to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement and this Agreement;

(h) irrevocably waive to the fullest extent permitted by law any and all rights of the Shareholder to dissent with respect to the Arrangement Resolution or any other resolution relating to the approval of the Arrangement and not exercise any such right with respect to any such resolution;

(i) in the event that any transaction other than the Arrangement is presented for approval of or acceptance by the Shareholders not, directly or indirectly, vote in favour of, accept, assist or otherwise further the successful completion of such transaction or purport to tender or deposit into any such transaction any of the Shareholder Securities;

(j) hereby agree that any securities of the Corporation acquired, beneficially or otherwise, by the Shareholder in the market, by private agreement or otherwise, or acquired by the Shareholder upon the exercise of Convertible Securities, shall be deemed to be subject to the terms hereof as Shareholder Securities;

(k) take all such steps as are necessary or advisable to ensure that at the Effective Time, the Shareholder Securities will be held by the Shareholder with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands of any nature or kind whatsoever, and will not be subject to any shareholders' agreements, voting trust or similar agreements or any option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming a shareholders' agreement, voting trust or other agreement affecting the Shareholder Securities or the ability of any holder thereof to exercise all ownership rights thereto, including the voting of any such Shares or Convertible Securities; and

(l) provided however that nothing in this Agreement shall prevent the Shareholder, if the Shareholder (or a director or officer of the Shareholder) is a director or officer of the Corporation, from:

(i) taking any action in its capacity as a director or officer in accordance with the exercise of his or her fiduciary duties or other legal obligation to act in the best interests of the Corporation if such action is necessary to fulfil his or her duty as a director or officer of the Corporation; or

(ii) depositing his or her Shares to a Superior Proposal if: (A) the Board publicly recommends such Superior Proposal to the Shareholders; (B) such Superior Proposal is made to the Shareholders and not to the Corporation; (C) the Corporation is not permitted to terminate the Arrangement Agreement in accordance with its terms in order to publicly recommend such Superior Proposal; (D) the Shareholder deposits its Shares to such Superior Proposal on the latest date possible for deposit of Shares under the Superior Proposal; and (E) the Shareholder does not enter into any agreement, commitment or understanding with any person in respect of the Superior Proposal.

For greater certainty, the foregoing shall not prejudice, diminish, impair or otherwise limit or qualify the obligations of the Corporation and the rights of Acquireco and Parent under the Arrangement Agreement.

## 3.2 Voting of the Shareholder Securities in Favour of the Arrangement Resolution

The Shareholder hereby agrees with Acquireco and Parent that it will, on or before the fifth Business Day prior to the Meeting, duly complete or cause to be duly completed, and cause forms of proxy in respect of all of the Shareholder Securities, and any other documents required in accordance with the Arrangement, to be validly delivered in support of the Arrangement Resolution, and will not withdraw the forms of proxy or revoke the terms therein.

## ARTICLE 4
## REPRESENTATIONS AND WARRANTIES

### 4.1 Representations and Warranties of the Shareholder

The Shareholder represents and warrants to and covenants with Acquireco and Parent as follows, and acknowledges that Acquireco and Parent are relying upon such representations, warranties and covenants in entering into this Agreement.

(a) Incorporation; Authorization. If the Shareholder is a corporation or other legal entity, the Shareholder is a subsisting corporation or other entity under the laws of its incorporating jurisdiction and the Shareholder has all necessary power, authority, capacity and right to enter into this Agreement and to perform each of its obligations under this Agreement. This Agreement has been duly executed and delivered by the Shareholder and constitutes a legal, valid and binding agreement enforceable by Acquireco and Parent against the Shareholder in accordance with its terms, subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings, the equitable power of the courts to stay proceedings before them and the execution of judgments and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(b) Ownership of Shares and Other Securities. The Shareholder is, and will immediately prior to the Effective Date be, the direct or indirect beneficial owner, or exercise control or direction over the Shareholder Shares, with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever. Neither the Shareholder nor any of its affiliated entities is a party to, bound or affected by or subject to, any charter or by-law, contract, provision, statute, regulation, judgment, order, decree or law which would in any material respect be violated, contravened, breached by, or under which any material default would occur as a result of, the execution and delivery of this Agreement by the Shareholder or the consummation of any of the transactions provided for in this Agreement.

(c) No Agreements. No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Shareholder Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(d) Voting. Other than pursuant to this Agreement, none of the Shareholder Securities is subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.

(e) Consents. No consent, waiver, approval, authorization, exemption, registration, licence or declaration of or by, or filing with, or notification to any Governmental Entity which has not been made or obtained is required to be made or obtained by the Shareholder in connection with (i) the execution and delivery by the Shareholder of this Agreement or (ii) the performance of the Shareholder's obligations hereunder except for the filings, if required, under applicable securities legislation.

(f) Legal Proceedings. There are no legal proceedings in progress or pending before any Governmental Entity or threatened against the Shareholder or any of its affiliated entities that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder or its affiliated entities to any of the Shareholder Securities and there is no judgment, decree or order against the Shareholder or its affiliated entities that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform its obligations hereunder or the title of the Shareholder or its affiliated entities to any of the Shareholder Securities.

(g) No Other Securities. The only securities of the Corporation beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the Shareholder are the Shareholder Shares and, other than as set out in Schedule A hereto, the Shareholder is not a party to any other agreement and has no option, right or privilege (whether by law, pre emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Shareholder or transfer to the Shareholder of additional securities of the Corporation.

## 4.2 Representations and Warranties of Acquireco and Parent

Each of Acquireco and Parent hereby jointly and severally represent and warrant to and covenant with the Shareholder as follows, and acknowledge that the Shareholder is relying upon such representations, warranties and covenants in entering into this Agreement:

(a) Authority Relative to this Agreement. Each of the Buyer Parties has the requisite corporate power and authority to enter into this Agreement and to carry out its respective obligations hereunder. The execution and delivery of this Agreement by the Buyer Parties and the consummation of the transactions contemplated hereunder and by the Arrangement have been duly authorized by each of the Buyer Parties, and no other corporate proceedings on the part of any of them are or will be necessary to authorize this Agreement and the transactions contemplated hereunder (other than the as contemplated in the Arrangement Agreement). This Agreement has been duly executed and delivered by each of the Buyer Parties and constitutes a legal, valid and binding obligation of each of the Buyer Parties enforceable against each of the Buyer Parties in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the rights of creditors, and equitable remedies, including specific performance, are discretionary and may not necessarily be ordered by a court.

(b) No Violations. Neither the execution and delivery of this Agreement by Acquireco or Parent nor the completion of the Arrangement pursuant to the Plan of Arrangement nor compliance by Acquireco and Parent with any of the provisions hereof will violate, conflict with, or result in a breach of any material provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under the constitutional documents of Acquireco or Parent and would materially adversely affect Acquireco and Parent's ability to perform their obligations under this Agreement.

(c) Consents. No consent, approval or authorization of, or declaration or filing with, or notice to, any Governmental Entity which has not been made or obtained is required by Acquireco or Parent in connection with the execution and delivery of this Agreement by Acquireco or Parent or the consummation of any of the transactions provided for herein, except as provided in the Arrangement Agreement.

## ARTICLE 5
## TERMINATION

### 5.1 Termination by Acquireco or Parent

Each of Acquireco and Parent, when not in material default in the performance of its obligations under this Agreement, may, without prejudice to any of its rights hereunder and in its sole discretion, terminate this Agreement by written notice to the Shareholder if:

(a) any of the representations and warranties of the Shareholder in section 4.1 under this Agreement shall not be true and correct in all material respects; or

(b) the Shareholder shall not have complied with its covenants to Acquireco or Parent contained in this Agreement.

### 5.2 Termination by the Shareholder

The Shareholder, when not in material default in its performance of its obligations under this Agreement, may, without prejudice to any of its rights hereunder and in its sole discretion, terminate this Agreement by written notice to Acquireco and Parent if:

(a) any of the representations and warranties of Acquireco and Parent under this Agreement shall not be true and correct in all material respects; or

(b) Acquireco and Parent shall not have complied with their respective covenants to the Shareholder contained in this Agreement, provided that the Shareholder may not exercise any termination right provided in sections 5.2(a) and 5.2(b) above, unless forthwith and in any event prior to the approval of the Arrangement by the Securityholders at the Meeting the Shareholder has delivered a written notice to Acquireco and Parent specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Shareholder is asserting as the basis for exercise of the termination right. If any such notice is delivered, provided that Acquireco and Parent are proceeding diligently to cure all such matters, if and for so long as all such matters are capable of being cured (for greater certainty, except by way of disclosure in the case of representations and warranties) ("**Curable Matters**"), the Shareholder may not terminate this Agreement as a result thereof until the earlier of (i) the date that any Curable Matter is no longer capable of being cured, (ii) the date that Acquireco and Parent are no longer proceeding diligently to cure all Curable Matters, and (iii) the later of (A) the Outside Date and (B) the expiration of a period of ten Business Days from such notice (the "**Termination Period**"). If such notice has been delivered prior to the date of the Meeting, such meeting may at the sole discretion of the Buyer Parties and the Corporation be postponed or adjourned until the earlier of (i) the date that is two Business Days after the date that Acquireco or Parent notifies the Shareholder that all Curable Matters have been cured, and (ii) the expiry of the Termination Period unless this Agreement is terminated on such date. If such notice has been delivered prior to the making of the application for the Final Order, such application and such filing shall be postponed until the expiry of such period. For greater certainty, if all Curable Matters are cured within the Termination Period without being materially adverse to Acquireco and Parent and their subsidiaries, taken as a whole, this Agreement may not be terminated pursuant to sections 5.2(a) or 5.2(b) above as a result of the Curable Matter having been cured.

**5.3 Automatic Termination**

Unless extended by mutual agreement of the Shareholder, Acquireco and Parent, this Agreement shall automatically terminate on the earlier of (a) the termination of the Arrangement Agreement in accordance with its terms; and (b) the Effective Date.

**5.4 Agreement to Terminate**

This Agreement may be terminated by a written instrument executed by each of Acquireco, Parent and the Shareholder.

**5.5 Effect of Termination**

If this Agreement is terminated in accordance with this Article 5, the provisions of this Agreement shall become void and no party shall have liability to any other party, except in respect of a breach of the representations, warranties, covenants, terms or conditions of this Agreement which occurred prior to such termination in which case any party to this Agreement shall be entitled to pursue any and all remedies at law or equity which may be available to it.

## ARTICLE 6
## GENERAL

### 6.1 Further Assurances

Each of the Shareholder, Acquireco and Parent will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require (at the requesting party's cost) to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

### 6.2 Disclosure

Except as required by applicable laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the others which shall not be unreasonably withheld or delayed. Moreover, the parties agree to consult with each other prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of applicable laws or regulations or the requests of any Governmental Entity. The parties acknowledge that the terms of this Agreement will be publicly disclosed.

### 6.3 Assignment

Subject to prior written notice to the Shareholder, Acquireco and Parent may assign all or part of their rights under this Agreement to a direct or indirect wholly-owned subsidiary of Acquireco or Parent, but, if such assignment takes place, Parent shall continue to be liable jointly and severally with the assignee for any obligations hereunder. This Agreement shall not be otherwise assignable by either party hereto without the prior written consent of the other party hereto.

### 6.4 Time

Time shall be of the essence of this Agreement.

### 6.5 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 conflict of laws principles). Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matter arising hereunder or related hereto.

### 6.6 Entire Agreement

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

**6.7 Amendments**

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by all of the parties hereto.

**6.8 Notices**

Except where this Agreement expressly provides otherwise, any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by facsimile or email, in the case of:

(a) Acquireco or Parent addressed as follows:

China Sci-Tech Holdings Limited
Suite 4504-5, 45th Floor
China Resources Building
26 Harbour Road, Wanchai, Hong Kong

Attention: Richard Hui
Facsimile: +852 2824 2616
Email: richardhui@csthk.com

with a copy (which shall not constitute notice) to:

Fasken Martineau DuMoulin LLP
66 Wellington Street West
Suite 4200, Toronto Dominion Bank Tower
Box 20, Toronto-Dominion Centre
Toronto, ON M5K 1N6

Attention: Richard Steinberg
Facsimile: (416) 364-7813
Email: rsteinberg@fasken.com

(b) the Shareholder at the addresses shown on the attached Schedule A

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery, sending or email transmission thereof if sent, delivered or transmitted during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

**6.9 Specific Performance and other Equitable Rights**

It is recognized and acknowledged that a breach by the Shareholder of any material obligations contained in this Agreement will cause the Buyer Parties to sustain injury for which they would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, each of Acquireco and Parent shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity.

**6.10 Severability**

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or 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

**6.11 Expenses**

Each of the parties shall pay its legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

**[Remainder of page intentionally left blank. Signature pages follow.]**

**6.12 Counterparts**

This Agreement may be executed in one or more counterparts which together shall be deemed to constitute one valid and binding agreement, and delivery of the counterparts may be effected by means of facsimile transmission or scan delivered by e-mail.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first written above.

**0874791 B.C. LTD.**

By: (*signed*)
Name: Richard Hui
Title: Director

**CHINA SCI-TECH HOLDINGS LIMITED**

By: (*signed*)
Name: Richard Hui
Title: Executive Director

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

(*signed*)
Witness

(*signed*)
Name: Robert Baxter

# SCHEDULE A

## <u>Shareholder Securities</u>

[ **text deleted** ]