MERGER AGREEMENT

THIS MERGER AGREEMENT made as of the 16th day of April 2012.

B E T W E E N:

MCVICAR INDUSTRIES INC., a body corporate incorporated under the laws of the Province of Ontario (hereinafter referred to as "**McVicar**")

- and -

JITE TECHNOLOGIES INC., a body corporate constituted under the laws of the Province of Ontario (hereinafter referred to as "**Jite**")

- and -

1872706 ONTARIO LIMITED, a body corporate incorporated under the laws of the Province of Ontario (hereinafter referred to as "**Subco**")

WHEREAS the parties have entered into this Agreement to set forth their mutual covenants and to govern the terms by which they will complete an amalgamation pursuant to Section 174 of the OBCA;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants, warranties and agreements herein set out and provided for, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

ARTICLE I
INTERPRETATION

1.1 Definitions. In this Agreement, the following terms shall have the following meanings:

(a) "**Amalco**" means the continuing corporation constituted upon the Amalgamation, to be named "Jite Technologies Inc. ";

(b) "**Amalco Preferred Shares**" means the Preferred Shares in the capital of Amalco having the rights, privileges, restrictions and conditions set forth in the Articles of Amalgamation;

(c) "**Amalco Common Shares**" means common shares in the capital of Amalco;

(d) "**Amalgamation**" means the amalgamation of Subco and Jite on the terms and subject to the conditions provided for herein;

(e) "**Articles of Amalgamation**" means the articles of amalgamation to be filed with the Director, in respect of the Amalgamation, in the form attached as Schedule "A" to this Agreement;

(f) "**Business Day**" means any day other than a Saturday or Sunday or a statutory holiday in the City of Toronto, Ontario;

(g) "**Certificate of Amalgamation**" means a certificate of amalgamation issued by the Director in connection with the Amalgamation pursuant to the OBCA;

(h) "**Closing**" means the closing of the Amalgamation contemplated herein;

(i) "**Closing Date**" means the date on which the Closing occurs;

(j) "**Director**" means the director duly appointed pursuant to Section 278 of the OBCA;

(k) "**Effective Date**" means the date that, subject to subsection 2.16 herein, the Certificate of Amalgamation is issued by the Director;

(l) "**Jite Amalgamation Resolution**" means the special resolution of the Jite Shareholders approving this Agreement and the Amalgamation, and all transactions ancillary thereto;

(m) "**Jite Financial Statements**" means the audited consolidated financial statements of Jite for the financial years ended December 31, 2010 and December 31, 2009 and the unaudited interim consolidated financial statements of Jite for the nine month period ended September 30, 2011;

(n) "**Jite Shares**" means common shares in the capital of Jite;

(o) "**Jite Shareholders**" means the holders of Jite Shares;

(p) "**OBCA**" means the *Business Corporations Act* (Ontario), R.S.O., c. S.5, as amended;

(q) "**Subco Shares**" means the common shares in the capital of Subco;

(r) "**Subco Shareholders**" means the holders of Subco Shares; and

(s) "**Subco Amalgamation Resolution**" means the special resolution of the Subco Shareholders approving this Agreement and the Amalgamation and, all transactions ancillary thereto;

1.2 Interpretation Not Affected by Headings, etc. The division of this Agreement into articles, sections and paragraphs is for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "Agreement", "hereof", "herein", and "hereunder" and similar expressions refer to this Agreement and not to any particular article, section, paragraph or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc. Words importing the singular number shall include the plural and vice versa, words importing the use of any gender shall include all genders and words importing persons shall include firms and corporations and vice versa.

1.4 Date for Any Action. In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day in the place where an action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.

1.5 Currency. Except as otherwise stated, all sums of money that are referred to in this Agreement are expressed in lawful money of Canada.

1.6 Governing Law and Jurisdiction. This Agreement and, unless otherwise specified therein, all other documents and instruments delivered in accordance with this Agreement, shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of the Province of Ontario in respect of any matter or dispute arising under this Agreement, without prejudice to the rights of the parties to take proceedings in any other jurisdictions.

1.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof.

1.8 Knowledge. Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of McVicar, Subco or Jite, as applicable, it shall be deemed to refer to the actual knowledge, after having made due inquiry, of the directors and officers of the particular company.

1.9 Schedules

The following Schedules attached hereto form part of and are incorporated in this Agreement:

Schedule "A"	Articles of Amalgamation

ARTICLE II
AMALGAMATION

2.1 Amalgamation. Subco and Jite hereby agree to take all steps required for Subco and Jite to amalgamate pursuant to the provisions of Section 174 of the OBCA on the Effective Date and to continue as one corporation on the terms and subject to the conditions set out herein. Such steps shall include, but not be limited to, execution of an amalgamation agreement substantially in the form attached as Schedule B to the Articles of Amalgamation.

2.2 Name. The name of Amalco shall be "Jite Technologies Inc.".

2.3 Registered Office. Until changed in accordance with the OBCA, the registered office of Amalco shall be situate at Suite 605, 55 University Avenue, Toronto, Ontario M5J 2H7.

2.4 Operational Office. The operational office of Amalco shall be situate at Suite Unit 16, 2 Select Avenue, Toronto, Ontario M1V 5J4.

2.5 Authorized Capital. Amalco shall be authorized to issue an unlimited number of Amalco Common Shares and an unlimited number of Amalco Preferred Shares, which shall have the respective rights, privileges, restrictions and conditions set forth in the Articles of Amalgamation.

2.6 Restrictions on Share Transfer. The transfer of shares of Amalco shall not be subject to any restrictions.

2.7 Number of Directors. Until changed in accordance with the OBCA, the minimum number of directors of Amalco shall be three (3) and the maximum number of directors of Amalco shall be eleven (11).

2.8 **First Directors.** The number of first directors of Amalco shall be five (5). The first directors of Amalco shall be the persons whose names and addresses are set forth below:

Name	Address
Gang Chai	91 Owen Blvd., Toronto, ON M2P 1G4
Colin Digout	721 Sugarloaf Street, Port Colborne, ON L3K 2R6
D. James Misener	17 Calvin Ave, Toronto, ON M2N 5E3
Anthony Naldrett	77 Maitland Place, Toronto, ON M4Y 2V6
Henry Tse	154 Banff Road, Toronto, ON M4P 2P7

The first directors shall hold office until the first annual meeting of the shareholders of Amalco following the Amalgamation or until their successors are duly appointed or elected. The subsequent directors shall be elected each year thereafter as provided for in the by-laws of Amalco, although the board of directors of Amalco may, between annual meetings of the shareholders of Amalco, appoint one or more additional directors of Amalco to serve until the next annual meeting, provided that the number of such additional directors shall not at any time exceed one-third of the number of directors who held office at the last annual meeting of Amalco. The management and operation of the business and affairs of Amalco shall be under the control of the board of directors as it is constituted from time to time.

2.9 **Fiscal Year.** Until changed by the board of directors of Amalco, the fiscal year end of Amalco shall be December 31 in each year, the current fiscal year end of Jite.

2.10 **Effect of Certificate of Amalgamation.** On the Effective Date: (i) the Amalgamation shall become effective and Subco and Jite shall be amalgamated and continue as one corporation under the terms and conditions prescribed by this Agreement; (ii) the property of each of Subco and Jite shall continue to be the property of Amalco; (iii) Amalco shall continue to be liable for the obligations of each of Subco and Jite; (iv) any existing cause of action, claim or liability to prosecution shall be unaffected; (v) any civil, criminal or administrative action or proceeding pending by or against either Subco or Jite may be continued to be prosecuted by or against Amalco; (vi) a conviction against, or filing, order or judgment in favour of or against, either Subco or Jite may be enforced by or against Amalco; and (vii) the Articles of Amalgamation shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation shall be deemed to be the certificate of incorporation for Amalco.

2.11 **First Auditors.** The first auditors of Amalco shall be Collins Barrow Toronto LLP, Chartered Accountants, Toronto, Ontario. The first auditors of Amalco shall hold office until the first annual meeting of the shareholders of Amalco following the Amalgamation or until their successors are elected or appointed.

2.12 **Restrictions on Business.** There shall be no restrictions on the business that Amalco may carry on.

2.13 **Articles of Amalgamation and By-Laws.** The Articles of Amalgamation of Amalco shall be in the form set forth in Schedule "A". The by-laws of Amalco shall, until repealed, amended or altered, will be the by-laws of Subco.

2.14 **General Effects of the Amalgamation.** On the Effective Date:

(a) each Subco Share shall be exchanged for one (1) fully paid and non-assessable Amalco Common Share;

(b) each Jite Share shall be exchanged for one (1) fully paid and non-assessable Amalco Preferred Share; and

(c) the aggregate stated capital of the Amalco Common Shares shall be an amount equal to the aggregate paid up capital for the purposes of the *Income Tax Act* (Canada) of the Subco Shares and the aggregate stated capital of the Amalco Preferred Shares shall be an amount equal to the aggregate paid up capital for the purposes of the *Income Tax Act* (Canada) of the Jite Shares immediately prior to the Amalgamation, and such stated capital shall be allocated on an equal basis to each Amalco Common Share and each Amalco Preferred Share, respectively, issued on the Amalgamation, or as otherwise determined by the directors of Amalco.

2.15 Fractional Shares. No fractional shares will be issued by Amalco or McVicar and no cash will be paid in lieu thereof. Any fraction resulting will be rounded to the nearest whole number with fractions of one-half or greater being rounded to the next higher whole number and fractions of less than one half being rounded to the next lower whole number.

2.16 Effective Date. The parties agree that the Effective Date will occur within seven (7) Business Days of the effective dates of the Subco Amalgamation Resolution and the Jite Amalgamation Resolution, or such later date as McVicar, Subco and Jite may jointly agree in writing.

2.17 Redemption of Amalco Preferred Shares. Amalco shall as soon as possible following the Effective Date redeem all of the Amalco Preferred Shares for a redemption price of $0.60 per Amalco Preferred Share.

ARTICLE III
COVENANTS

3.1 Negative Covenants of Subco. Other than as specifically contemplated by this Agreement, Subco covenants and agrees with Jite that Subco will not, from the date hereof, to and including the Effective Date, except with the prior written consent of Jite, such consent to not be unreasonably withheld:

(a) incur or commit to incur any indebtedness for borrowed money or issue any debt securities;

(b) declare or pay or set aside any dividends or distribute any of its properties or assets or make any payment by way of return of capital to its shareholders;

(c) enter into any material contract, other than as contemplated in connection with the Amalgamation;

(d) alter or amend its articles or by-laws as they exist or the date hereof;

(e) engage in any business enterprise or other activity different from that carried on as of the date hereof; or

(f) perform any act or enter into any transaction or negotiation which might materially adversely interfere with or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

3.2 **Covenants of McVicar and Subco.** Each of McVicar and Subco, as applicable, jointly covenant and agree with Jite that it will:

(a) use its commercially reasonable best efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfill its obligations under and to carry out the transactions contemplated by this Agreement;

(b) notify Jite immediately upon becoming aware that any of the representations and warranties contained in Section 4.2 hereof are no longer true and correct in any material respect;

(c) subject to the conditions in Section 5.1 and 5.2 of this Agreement having been satisfied, thereafter jointly with Jite file with the Director, Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms, covenants and conditions of this Agreement; and

(d) permit Jite and its representatives to conduct such investigations of financial conditions, contractual obligations, business affairs and corporate affairs as Jite may deem reasonably necessary or advisable in order to ensure that the representations, warranties, covenants and agreements are as required by Jite; any such investigation shall not, however, affect or mitigate the covenants, representations and warranties hereunder.

3.3 **Negative Covenants of Jite.** Other than as specifically contemplated by this Agreement, Jite covenants and agrees with McVicar and Subco that it will not, from the date hereof to the Effective Date, except with the prior written consent of McVicar and Subco, such consent not to be unreasonably withheld:

(a) incur or commit to incur any indebtedness for borrowed money or issue any debt securities;

(b) declare or pay or set aside any dividends or distribute any of its properties or assets or make any payment by way of return of capital to its shareholders;

(c) enter into any material contract, other than in the ordinary course of business or as contemplated in connection with the Amalgamation;

(d) alter or amend its articles or by-laws as they exist or the date hereof;

(e) engage in any business enterprise or other activity different from that carried on as of the date hereof;

(f) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any material portion of its assets;

(g) take any action which would be outside the ordinary course of business or which may result in a material adverse change in the affairs of Jite; or

(h) perform any act or enter into any transaction or negotiation which might materially adversely interfere with or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

3.4 Further Covenants of Jite. Jite further covenants and agrees that it will:

(a) use its commercially reasonable best efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfill its obligations under, and to carry out the transactions contemplated by, this Agreement;

(b) notify McVicar and Subco immediately upon becoming aware that any of the representations and warranties contained in Section 4.1 hereof are no longer true and correct in any material respect;

(c) subject to the conditions in Sections 5.1 and 5.3 of this Agreement having been satisfied, thereafter jointly with Subco file with the Director, Articles of Amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms, covenants and conditions of this Agreement; and

(d) permit McVicar and Subco and their representatives to conduct such investigations of financial conditions, contractual obligations, business affairs and corporate affairs as McVicar and Subco may deem reasonably necessary or advisable in order to ensure that the representations, warranties, covenants and agreements are as required by McVicar and Subco; any such investigation shall not, however, affect or mitigate the covenants, representations and warranties hereunder.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Jite. Jite hereby represents and warrants to and in favour of McVicar and Subco as follows and acknowledges that McVicar and Subco are relying upon such representations and warranties in entering into and completing the transactions contemplated in this Agreement:

(a) Jite is a corporation duly incorporated under the laws of Ontario and is a valid and subsisting corporation under the OBCA and is in compliance in all material respect with the requirements of the OBCA;

(b) Jite has the following subsidiaries:

Name:	**Incorporating Jurisdiction:**	**Ownership:**
Jite (Hong Kong) Limited	Hong Kong	100% by Jite
Jite Industrial (Shenzhen) Co. Ltd.	Peoples Republic of China	100% by Jite (Hong Kong) Limited
Jite Industrial (Kunshan) Co. Ltd.	Peoples Republic of China	100% by Jite (Hong Kong) Limited

(c) there are currently 20,073,613 Jite Shares issued and outstanding and all of such shares are validly issued and outstanding as fully paid and non-assessable shares of which 18,802,606 Jite Shares are currently held by McVicar being 93.67% of the issued Jite Shares;

(d) since December 31, 2010, there has not been any material adverse change in the condition or operation of Jite or in its assets, liabilities or financial condition;

(e) Jite is not, or will not be by the Effective Date, indebted to:

(i) any director, officer, employee or shareholder of Jite except as disclosed in the Jite Financial Statements;

(ii) any individual related to any of the foregoing by blood, marriage or adoption; or

(iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsections 4.1(e)(i) and (ii) hereof;

(f) other than as disclosed in the Jite Financial Statements, none of those persons referred to in subsection 4.1(e) hereof is indebted to Jite;

(g) no Person has any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement for the purchase, exchange, transfer or other disposition from Jite of any of its assets, other than in the ordinary course of business of Jite consistent with past practice;

(h) there are no contracts, agreements or engagements of any director or officer of Jite, either written or verbal, providing for a fixed period of employment;

(i) the entering into and performance of this Agreement and the transactions contemplated herein by Jite will not:

(i) violate or contravene the constating documents or by-laws of Jite;

(ii) constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which Jite is a party and by which Jite is bound and will not give any person any right to terminate or cancel any material agreement or any right enjoyed by Jite because of such agreement, and will not result in the creation or imposition of any lien, encumbrance or restriction of any nature whatsoever in favour of a third party upon or against Jite or the assets of Jite, other than as will be disclosed in the Jite Financial Statements; or

(iii) violate or contravene any statute, regulation, order, judgment or decree by which Jite is bound;

(j) Jite has not incurred any obligation or liability, contingent or otherwise, for broker's or finder's fees in respect of the transactions contemplated herein;

(k) Jite has no material liabilities, contingent or otherwise, except those set out in the Jite Financial Statements and Jite has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any person;

(l) there does not exist any state of facts which, after notice or lapse of time, or both, will constitute a default or breach on the part of Jite under any of the provisions contained in any of the material contracts, commitments or agreements to which it is a party;

(m) the corporate records and minute books of Jite contain complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(n) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been, or in respect of the transactions contemplated herein will have been prior to Closing, approved by the board of directors and shareholders of Jite and this Agreement constitutes a valid and binding obligation of Jite enforceable against it in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

(o) Jite is not a party to any contract, agreement or understanding with any officer, director, employee, shareholder or any other person not dealing at arm's length with Jite;

(p) no Person has any agreement, option, warrant or right to acquire or capable of becoming an agreement for the purchase or acquisition of any of the unissued share capital of Jite, and there are no outstanding securities or instruments which are convertible into or exchangeable for Jite Shares;

(q) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Jite, pending or threatened against or relating to Jite, or affecting its properties or business which if determined adversely to Jite might materially and adversely affect the properties, business, future prospects or the financial condition of Jite, taken as a whole, or the right of Jite to use, produce or sell its property or assets in whole or in part and there is not presently outstanding against Jite any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator.

4.2 Representations and Warranties of McVicar and Subco. McVicar and Subco hereby jointly represent and warrant to and in favour of Jite as follows and acknowledge that Jite is relying upon such representations and warranties in entering into and completing the transactions contemplated in this Agreement:

(a) McVicar and Subco are corporations duly incorporated under the laws of Ontario; and are valid and subsisting corporations under the OBCA are in compliance, in all material respects, with the requirements of the OBCA and Subco has not yet carried on any business;

(b) There are currently 1,000 Subco Shares issued and outstanding, all of which are validly issued and outstanding as fully paid and non-assessable Subco Common Shares and are held by McVicar;

(c) the execution and delivery of this Agreement and the completion of the transactions contemplated herein have been, or in respect of the transactions contemplated herein will have been prior to Closing, approved by each of the board of directors and shareholders of McVicar and Subco, respectively, and this Agreement constitutes a valid and binding obligation of each of McVicar and Subco, enforceable against it in accordance with its terms, subject, however, to limitations imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance or injunction are granted at the discretion of a court of competent jurisdiction;

(d) since its incorporation, there has not been any material adverse change in the condition or operation of Subco or in its assets, liabilities or financial condition;

(e) Subco is not indebted to:

  (i) any director, officer, employee or shareholder of McVicar;

  (ii) any individual related to any of the foregoing by blood, marriage or adoption; or

  (iii) any corporation controlled, directly or indirectly, by any one or more of those Persons referred to in subsections 4.2(e)(i) and (ii) hereof

(f) none of those Persons referred to in subsection 4.2(e) hereof is indebted to Subco;

(g) no Person has any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement for the purchase, the exchange, transfer or other disposition from Subco of any of its assets;

(h) there are no contracts, agreements or engagements of any director or officer of Subco, either written or verbal, providing for a fixed period of employment;

(i) the entering into and performance of this Agreement and the transactions contemplated herein will not:

  (i) violate the constating documents or by-laws of Subco;

  (ii) constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which Subco is a party or by which Subco is bound and will not give any person any right to terminate or cancel any material agreement or any right enjoyed by Subco because of such agreement; or

  (iii) violate any statute, regulation, order, judgment or decree by which Subco is bound;

(j) Subco has not yet carried on any business and has no material liabilities, contingent or otherwise and has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person;

(k) the corporate records and minute books of Subco contain complete and accurate minutes of all meetings of the directors and shareholders of Subco since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(l) no Person has any agreement, option, warrant or right to acquire or capable of becoming an agreement for the purchase or acquisition of any of the unissued share capital of Subco, and there are no outstanding securities or instruments which are convertible into or exchangeable for Subco Shares;

(m) here is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Subco, pending or threatened against or relating to Subco and there is not presently outstanding against Subco any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator.

ARTICLE V
CONDITIONS PRECEDENT

5.1 General Conditions Precedent. The respective obligations of the parties hereto to consummate the transactions contemplated hereby, and in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other such conditions:

(a) the Jite Amalgamation Resolution and the transactions contemplated herein shall have been approved by the required majority of the votes of the shareholders of Jite in accordance with the provisions of the OBCA;

(b) the Subco Amalgamation Resolution and the transactions contemplated herein shall have been approved by the required majority of the votes of the shareholders of Subco in accordance with the provisions of the OBCA; and

(c) all required consents, approvals and acceptances from applicable securities regulatory authorities shall have been obtained, including, without limitation, the approval of the Amalgamation by the TSX Venture Exchange and any additional approvals as may be required by any regulatory and governmental authorities having jurisdiction over McVicar or Jite in respect of the Amalgamation.

5.2 Conditions to Obligations of McVicar and Subco. The obligations of McVicar and Subco to consummate the transactions contemplated hereby, and in particular the Amalgamation, is subject to the satisfaction of the following conditions:

(a) each of the acts and undertakings of Jite to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by Jite;

(b) Subco shall have determined, in its sole discretion, that any exercise of dissent rights under section 185 of the OBCA by shareholders of Jite shall not adversely affect the consummation of the transactions contemplated herein or adversely affect the financial position of Amalco following completion of the Amalgamation.

(c) no material adverse change in the business, affairs, financial condition or operations of Jite, shall have occurred between the date hereof and the Effective Date;

(d) except as affected by the transactions contemplated herein, the representations and warranties of Jite contained in Section 4.1 hereof shall be true in all material respects on the Effective Date with the same effect as though such representations and warranties had been made at and as of such time; and

(e) the covenants of Jite contained in Sections 3.3 and 3.4 hereof shall have been complied with.

The conditions described in this Section 5.2 are for the exclusive benefit of McVicar and Subco and may be asserted by McVicar and Subco regardless of the circumstances or may be waived by McVicar and Subco in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which McVicar and Subco may have.

5.3 Conditions to Obligations of Jite. The obligations of Jite to consummate the transactions contemplated hereby and in particular the Amalgamation, is subject to the satisfaction of the following conditions:

(a) each of the acts and undertakings of McVicar and Subco to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by McVicar and Subco, as applicable;

(b) McVicar shall have provided Subco with sufficient funds to complete the redemption of all of the Amalco Preferred Shares as contemplated in Section 2.17 hereof;

(c) no material adverse change in the business, affairs, financial condition or operations of McVicar and Subco shall have occurred between the date hereof and the Effective Date;

(d) except as affected by the transactions contemplated herein, the representations and warranties of McVicar and Subco contained in Section 4.2 hereof shall be true in all material respects on the Effective Date with the same effect as though such representations and warranties had been made at and as of such time; and

(e) the covenants of McVicar and Subco contained in Sections 3.1 and 3.2 hereof shall have been complied with.

The conditions described in this Section 5.3 are for the exclusive benefit of Jite and may be asserted by Jite regardless of the circumstances or may be waived by Jite in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Jite may have.

5.4 Merger of Conditions. The conditions set out in Sections 5.1, 5.2 and 5.3 hereof shall be conclusively deemed to have been satisfied, waived or released on the filing by Jite and Subco of the Articles of Amalgamation with the Director.

ARTICLE VI
NOTICES

6.1 **Notices.** All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be served personally, by courier or by fax and in the case of:

Jite, addressed to:

Jite Technologies Inc.
Unit 16, 2 Select Avenue
Toronto, Ontario M1V 5J4
Attention: Colin Digout, Director
Fax: (416) 298-0244

Subco, addressed to:

1872706 Ontario Limited
Suite 605, 55 University Avenue
Toronto, Ontario M5J 2H4
Attention: Gang Chai, CEO
Fax: (416) 366-7421

McVicar, addressed to:

McVicar Industries Inc.
Suite 605, 55 University Avenue
Toronto, Ontario M5J 2H4
Attention: Gang Chai, CEO
Fax: (416) 366-7421

With a copy, which does not constitute notice, to McVicar's counsel, addressed to

Steenberglaw Professional Corporation
Suite 700 – 220 Bay Street
Toronto, Ontario M5J 2W4
Fax: (416) 941-9417

or such other address as the parties may, from time to time, advise to the other parties hereto by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery or in the case of a fax, the date of transmittal.

ARTICLE VII
AMENDMENT AND TERMINATION OF AGREEMENT

7.1 **Amendment.** This Agreement may at any time on or before the Effective Date be amended by written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the parties hereto;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties hereto; or

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment shall change the provisions hereof regarding the consideration to be received by Subco Shareholders and Jite Shareholders in exchange for their Subco Shares and their Jite Shares, respectively, without approval by the Subco Shareholders and the Jite Shareholders, as applicable, given in the same manner as required for the approval of the Amalgamation.

7.2 Termination. This Agreement may be terminated by any of the parties, acting reasonably, without further obligation if the Effective Date has not occurred by December 31, 2011 or such other date as the parties shall mutually agree upon in writing;

ARTICLE VIII
GENERAL

8.1 Binding Effect. This Agreement shall be binding upon and enure to the benefit of the parties hereto.

8.2 Assignment. No party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto.

8.3 Expenses. McVicar shall pay the reasonable costs incurred pursuant to the Amalgamation and the other transactions contemplated herein, whether or not the transactions contemplated herein are completed.

8.4 Counterparts and Facsimiles. This Agreement may be executed (with facsimile signatures hereby authorized) in any number of counterparts and by the parties to it on separate counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.5 Survival. The representations and warranties herein shall survive the performance of the parties' respective obligations hereunder and the termination of this Agreement, but shall expire on the date one (1) year from the date hereof.

8.6 Severability. If any provision of this Agreement is illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder hereof. Any provision of this Agreement that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of the provision in any other jurisdiction, and to this end the provisions hereof are declared to be severable.

8.7 **Time of Essence.** Time shall be of the essence of this Agreement.

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

MCVICAR INDUSTRIES INC.

Per: (signed) *"Gang Chai"*
Gang Chai, CEO

JITE TECHNOLOGIES INC.

Per: (signed) *"Colin Digout"*
Colin Digout, Director

1872706 ONTARIO LIMITED

Per: (signed) *"Gang Chai"*
Gang Chai, CEO

SCHEDULE "A"

ARTICLES OF AMALGAMATION
[to be inserted]