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Ontario

Government Services

Ministère des Services gouvernementaux

Ontario Corporation Number
Numéro de la société en Ontario

1875166

CERTIFICATE
This is to certify that these articles are effective on

CERTIFICAT
Ceci certifie que les présents statuts entrent en vigueur le

MAY 31 MAI, 2012

K. —
Director / Directrice
Business Corporations Act / Loi sur les sociétés par actions

Form 4
Business Corporations Act

Formule 4
Loi sur les sociétés par actions

ARTICLES OF AMALGAMATION
STATUTS DE FUSION

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS)
Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT) :

JITE TECHNOLOGIES INC.

2. The address of the registered office is:
Adresse du siège social :

Suite 605, 55 University Avenue

Street & Number or R.R. Number & if Multi-Office Building give Room No. /
Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Toronto ONTARIO M5J 2H7

Name of Municipality or Post Office /
Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is:
Nombre d'administrateurs :

Fixed number / Nombre fixe:

OR minimum and maximum / OU minimum et maximum: 1 5

4. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Gang Chai	[redacted]	Yes
Colin Digout	[redacted]	Yes
Donald James Misener	[redacted]	Yes

[redacted]

4. Continued

1A

First Name	Address	Resident Canadian
Anthony Naldrett	[redacted]	Yes
Henry Tse	[redacted]	Yes

[redacted]

[redacted]

5. Method of amalgamation, check A or B
Méthode choisie pour la fusion – Cocher A ou B :

A - **Amalgamation Agreement / Convention de fusion :**

X The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionnne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - **Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :**

☐ The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation Year/année Month/mois Day/jour
Jite Technologies Inc.	1702078	2012/05/31
1872706 Ontario Limited	1872706	2012/05/31

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

An unlimited number of shares of two classes designated as Preferred shares and Common shares.

3. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

I. Common Shares:

A. The holders of the Common shares, in the discretion of the directors of the Corporation, shall be entitled in any year, out of the profits or surplus available for dividends, to receive non-cumulative dividends in such amount as may be determined by the directors in any year payable on such terms and at such time as the same may be declared by the directors of the Corporation in their discretion.

B. The holders of the Common shares shall have the right to 1 vote for each Common share held at all meetings of shareholders.

C. Upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or upon any other distribution of its assets among its shareholders for the purposes of winding-up its affairs, subject to the rights of the holders of the Preference Shares as set out below, the holders of the Common Shares shall be entitled to receive the remaining property and assets of the Corporation.

II. Preferred Shares:

A. The holders of the Preferred shares, in the discretion of the directors of the Corporation, shall be entitled in any year, out of the profits or surplus available for dividends, to receive non-cumulative dividends in such amount as may be determined by the directors in any year payable on such terms and at such time as the same may be declared by the directors of the Corporation in their discretion, provided that, in any year, the directors of the Corporation may declare dividends in respect of any other class of shares of the Corporation, in their discretion, without declaring dividends on the Preferred shares.

B. The holders of the Preference Shares shall have no right to receive notice of, attend or vote at any meeting of shareholders of the Corporation except that subject to the issuance of a certificate by the Director under the Business Corporation Act, the Corporation may at any time or times or from time to time pass a special resolution or resolutions whereby (i) all of the rights, privileges, restrictions and conditions of the attaching to or affecting the Preference Shares may be amended, modified, altered or repealed, or the application thereof suspended in any particular case, or (ii) a new class of shares of the Corporation may be created having rights, privileges, restrictions and condition in preference or priority over the Preference Shares, but no such special resolution shall be effective or acted upon unless and until it has been sanctioned by the affirmative vote of the holders of not less than two-thirds (2/3) of the Preference Shares represented and voted at a meeting duly called for considering the same, in addition to such other vote of other classes of shareholders as may be required by the Business Corporations Act.

C. Upon the liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary, or upon any other distribution of its assets among its shareholders for the purposes of winding-up its affairs, the holders of the Preferred Shares shall be entitled to preference over the Common shares and any other shares of the Corporation ranking junior to the Preferred Shares with respect to the return of capital and distribution of the remaining property and assets of the Corporation.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

D. The Corporation may, upon giving notice as hereinafter provided, may at any time or from time to time to redeem the whole or any part of the Preferred Shares on payment of $0.60 for each Preferred Share to be redeemed, plus all declared and unpaid dividends thereon (the "Redemption Amount"). The Corporation shall at least 3 days before the date specified for redemption give to the holders of Preferred Shares notice of the date upon which the Corporation will redeem his or her preferred Shares. Such notice may be given by news release, mail, postage prepaid, or transmitted by facsimile or email, addressed to the holders of Preferred Shares at their address appearing on the records of the Corporation. Such notice shall set out the Redemption Amount and the date on which redemption is to take place and if part only of the Preferred shares are to be redeemed the number thereof to be redeemed. On or after the date so specified for redemption, the Corporation shall, subject to the Business Corporations Act, pay or cause to be paid to or to the order of the holders of the Preferred Shares to be redeemed the Redemption Amount thereof. Such payment shall be made by cheque payable at par at any branch of the Corporation's bankers in Canada. If a part only of the Preferred Shares is to be redeemed a new certificate for the balance of the Preferred shares shall be issued at the expense of the Corporation to each holder of Preferred shares representing the remaining Preferred shares to which they are entitled. From and after the date specified for redemption in any such notice the holders of the Preferred Shares redeemed shall cease to be entitled to dividends and shall not be entitled to exercise any of the rights of holders of Preferred Shares in respect thereof unless payment of the Redemption Amount is not made in accordance with foregoing provisions, in which case the rights of the holders of the said Preferred shares shall remain unaffected.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

No restriction

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

The Corporation may purchase any of its issued shares

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

JITE TECHNOLOGIES INC.

Names of Corporations / Dénomination sociale des sociétés
By / *Par*

	Colin Digout	Director
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

1872706 ONTARIO LIMITED

Names of Corporations / Dénomination sociale des sociétés
By / *Par*

	Gang Chai	Director
Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés
By / *Par*

Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés
By / *Par*

Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés
By / *Par*

Signature / *Signature*	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction

SCHEDULE A

IN THE MATTER OF the Business Corporations Act, 1990
AND IN THE MATTER OF the Amalgamation of
Jite Technologies Inc., and
1872706 Ontario Limited

DIRECTOR'S STATEMENT
Section 178(2)
****

I, eXavier Peterson, hereby state as follows:

I am a director of 1872706 Ontario Limited, one of the amalgamating corporations hereinbefore described.

There are reasonable grounds for believing as follows:

1. Each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;

2. The realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and

3. No creditor will be prejudiced by the amalgamation.

DATED at Toronto, Ontario, this 31st day of May, 2012.

eXavier Peterson

IN THE MATTER OF the Business Corporations Act, 1990
AND IN THE MATTER OF the Amalgamation of
Jite Technologies Inc., and
1872706 Ontario Limited

DIRECTOR'S STATEMENT
Section 178(2)
****

I, Gang Chai, hereby state as follows:

I am a director of Jite Technologies Inc., one of the amalgamating corporations hereinbefore described.

There are reasonable grounds for believing as follows:

1. Each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due;

2. The realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and

3. No creditor will be prejudiced by the amalgamation.

DATED at Toronto, Ontario, this 31st day of May, 2012.

Gang Chai

SCHEDULE B

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 31st day of May, 2012.

B E T W E E N:

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 pursuant to a merger agreement dated April 12, 2012 between the parties and 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, privilèges, 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 Shares"** means common shares in the capital of Jite;

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

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

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

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

(r) **"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.

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.

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.

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 one (1) and the maximum number of directors of Amalco shall be five (5).

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	[redacted]
Colin Digout	[redacted]
D. James Misener	[redacted]
Anthony Naldrett	[redacted]
Henry Tse	[redacted]

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.

[redacted]

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
REPRESENTATIONS AND WARRANTIES

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

(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; and

(b) 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.

3.2 **Representations and Warranties of Subco.** Subco hereby represents and warrants 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) 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

(b) 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.

ARTICLE IV
NOTICES

4.1 **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

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 V
AMENDMENT AND TERMINATION OF AGREEMENT

5.1 **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.

5.2 **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 VI
GENERAL

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

6.2 **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.

6.3 **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.

6.4 **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.

6.5 **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.

6.6 **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.

1872706 ONTARIO LIMITED	**JITE TECHNOLOGIES INC.**
Per: ______________________	Per: ______________________
Gang Chai, CEO	Colin Digout, Director