SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made as of the 13th day of October, 2021.

AMONG:

CHINA KELI ELECTRIC COMPANY LTD., a company incorporated under the laws of the Province of British Columbia and having a registered office at 850-1095 West Pender Street, Vancouver, British Columbia, V6E 2M6

("**China Keli**")

AND:

PT HYDROTECH METAL INDONESIA, a company existing under the laws of Indonesia and having an address at Kampung Parung Tanjung Nomor 89, Kel. Cicadas, Kec. Gunung Putri, Kab. Bogor, Prov. Jawa Barat, Indonesia

(the "**Company**")

AND:

THE PERSONS NAMED AS VENDORS ON THE SIGNATURE PAGE HERETO

(each, individually, a "**Vendor**" and, collectively, the "**Vendors**")

WHEREAS:

A. The Vendors are the registered and beneficial holders of all of the issued and outstanding shares in the capital of the Company (the "**Transferred Shares**") as more particularly set forth in Schedule "A" hereto;

B. The Vendors wish to transfer to China Keli, and China Keli wishes to receive from the Vendors, the Transferred Shares subject to and in accordance with the terms and conditions of this Agreement (the "**Transaction**"); and

C. The Company has been made a party to this Agreement to provide certain representations, warranties and covenants.

THIS AGREEMENT WITNESSETH THAT in consideration of the respective covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each Party), the Parties hereby covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 **Definitions**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the following meanings respectively:

"**Affiliate**" means in respect of any of the Parties, any entity or person (as the case may be) controlling or controlled by any of them or any entity under common control, whether direct or indirect, with each of them. For the purpose of this definition, "control" with respect to any person, corporation or other business entity, means (a) the direct or indirect ownership of more than 50% (fifty percent) of the voting shares of such person, corporation or other business entity, or effective power to direct the voting of more than 50% (fifty percent) of the voting shares of such person, corporation or other business entity, whether by contract or otherwise;

"**Agreement**" means this Share Exchange Agreement, including any exhibits attached hereto, as amended, amended and restated, or supplemented from time to time;

"**Business**" means, in the case of the Company, the business of the Company as it is currently conducted, including the development of metals and minerals processing technologies based on hydrometallurgy methods;

"**Business Day**" means any day other than a Saturday, a Sunday or a day observed as a holiday in Vancouver, British Columbia or Jakarta, Indonesia;

"**CSE**" means the Canadian Securities Exchange;

"**Canadian Securities Laws**" means the applicable securities Laws of each of the provinces and territories of Canada, the policies and regulations of the NEX or the CSE and all other applicable state, federal and provincial securities Laws, rules, regulations and published policies thereunder, as now in effect and as they may be promulgated or amended from time to time;

"**China Keli Financial Statements**" means the audited financial statements for China Keli for the fiscal years ended April 30, 2021 and 2020, together with related statements of income, cash flows, and changes in shareholders' equity for the fiscal years then ended, all prepared in accordance with IFRS and audited by an independent auditor registered with the Canadian Public Accountability Board;

"**China Keli Information Record**" means any annual information form, press release, material change report, information circular, financial statement, management's discussion and analysis or other document of China Keli which has been publicly filed by it;

"**China Keli Material Adverse Change**" means:

(a) any change, effect, development, event or occurrence that, individually or in the aggregate, prevents, or would reasonably be expected to prevent China Keli from performing its material obligations under this Agreement in any material respect prior to the Outside Date; or

(b) any change, effect, development, event or occurrence that, individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the business, properties, assets, operations, condition, affairs, liabilities (contingent or otherwise), obligations (whether absolute, conditional or otherwise) or prospects of China Keli and its subsidiaries taken as a whole, other than any change, effect, development, event or occurrence:

(i) relating to the announcement of the execution of this Agreement or the Transaction contemplated by this Agreement as required by the applicable Laws;

(ii) relating to a decrease in the market price of China Keli's common shares on any stock exchange provided that such decrease does not occur due to or caused by the gross negligence, wrongdoing and/or willful misconduct on the part of China Keli;

(iii) relating to Canadian, Indonesian or global economic, financial, banking, securities or currency exchange market conditions in general;

(iv) relating to any effect resulting from an act of terrorism or any outbreak of hostilities or war (or any escalation or worsening thereof);

(v) relating to any natural disaster, including the COVID-19 pandemic;

(vi) relating to any generally applicable change in applicable Laws (other than orders, judgments or decrees against China Keli) or in IFRS; or

(vii) relating to any action taken by China Keli at the request of the Company or the Vendors or that is required or contemplated by this Agreement which at any time China Keli is required to perform such action in good faith and correct manner according to the applicable Laws;

provided, however, that the effect referred to in clauses (iii) through (vi) above does not primarily relate to (or have the effect of primarily relating to) China Keli disproportionately adversely affect China Keli compared with other companies of a similar size operating in the industry and jurisdiction in which China Keli operates;

"**China Keli Offering**" means the offering by China Keli of a minimum of 5,000,000 China Keli Shares and a maximum of 8,333,333 China Keli Shares at a price of $0.60 per China Keli Share;

"**China Keli Shareholder Approval**" means any approvals of the China Keli Shareholders required to delist from the NEX and to elect the new directors of the Resulting Issuer agreed between China Keli and the Vendors;

"**China Keli Shareholders**" means holders of China Keli Shares prior to the completion of the Transaction;

"**China Keli Shares**" means common shares in the authorized share structure of China Keli;

"**Closing Date**" means the date on which all of the conditions to the completion of the Transaction as set out in Article 5 (other than those conditions which, by their nature, are completed at Closing) have been satisfied or waived in accordance with the provisions of this Agreement and all documents agreed to be delivered hereunder have been delivered to the recipient or such other date as the Parties may agree;

"**Company Data Room**" means the online data room containing the contracts, permits, licenses, approvals and other documents provided by the Company pursuant to the due diligence request(s) of China Keli, and such additional information as deemed necessary or desirable by the Company and the Vendors, as at October 8, 2021;

"**Company Financial Statements**" means the audited consolidated financial statements for the Company for the fiscal year ended December 31, 2020, the unaudited interim financial statements for the Company for the period ended June 30, 2020 and the audited carve out financial statements of PT Trinitan Metals and Minerals for the fiscal year ended December 31, 2019 and for the period commencing January 1, 2020 and ending October 31, 2020, together with related statements of income, cash flows, and changes in shareholders' equity for the periods then ended, all prepared in accordance with IFRS and audited by an independent auditor registered with the Canadian Public Accountability Board;

"**Company Material Adverse Change**" means:

(a) any change, effect, development, event or occurrence that, individually or in the aggregate, prevents, or would reasonably be expected to prevent the Company from performing their material obligations under this Agreement in any material respect prior to the Outside Date; or

(b) any change, effect, development, event or occurrence that, individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the Business, properties, assets, operations, condition, affairs, liabilities (contingent or otherwise), obligations (whether absolute, conditional or otherwise) or prospects of the Company, taken as a whole, other than any change, effect, development, event or occurrence:

   (i) relating to the announcement of the execution of this Agreement or relating to the Transaction contemplated by this Agreement as required by the applicable Laws;

   (ii) relating to Canadian, Indonesian or global economic, financial, banking, securities or currency exchange market conditions in general;

   (iii) relating to any effect resulting from an act of terrorism or any outbreak of hostilities or war (or any escalation or worsening thereof);

   (iv) relating to any natural disaster, act of God, including the COVID-19 pandemic, fire, flood, storm, epidemic or pandemic, strikes, protests, lockouts, labor disputes (whether or not relating to the Company's workforce), acts of terror, war, riot, civil commotion, national emergency, explosion, malicious damage, governmental actions, compliance with any law or governmental order, rule, regulation or direction, or any other circumstances not within the Company's reasonable control;

(v) relating to any generally applicable change in applicable Laws (other than orders, judgments or decrees against the Company) or in IFRS; or

(vi) relating to any action taken by the Company or the Vendors at the request of China Keli or that is required or contemplated by this Agreement which at any time the Company or the Vendors is required to perform such action in good faith and correct manner according to the applicable Laws;

provided, however, that the effect referred to in clauses (ii) through (vi) above does not primarily relate to (or have the effect of primarily relating to) the Company or the Vendors, or disproportionately adversely affect the Company or the Vendors, compared with other companies of a similar size operating in the industry and jurisdiction in which the Company or the Vendors operate;

"**Company Material Agreements**" means any agreements of the Company that are:

(a) leases, sales contracts and other agreements with respect to any property, tangible, intangible, immovable or movable, of the Company which provide for the receipt or expenditure by the Company of more than $100,000 as of the date hereof;

(b) contracts or commitments for capital expenditures or acquisitions in excess of $100,000 for one project or set of related projects;

(c) guarantees of Third Party obligations;

(d) agreements (including settlement, co-existence, non-competition or standstill agreements) which restrict the kinds of Businesses in which the Company may engage or the geographical area in which any of them may conduct their Business;

(e) indentures, mortgages, loan agreements or other agreements relating to the borrowing of money by the Company, the granting of Encumbrances or lines of credit by the Company, in each case, involving an amount in excess of $100,000;

(f) collective labor agreements or agreement with any labor union;

(g) licenses, agreements, assignments or contracts (whether as licensor or licensee, assignor or assignee) relating to any Intellectual Property Rights (other than licenses of commercially-available, off-the-shelf software with a replacement cost and/or aggregate annual license and maintenance fees of less than $50,000);

(h) brokerage or finder's agreements;

(i) joint venture agreements, partnership agreements, funding, development or similar agreements;

(j) stock purchase agreements, asset purchase agreements or other acquisition or divestiture agreements executed within the last five years, in each case, involving an amount in excess of $100,000; and

(k) employment, consulting or management agreements or agreements or other arrangements with any director or executive officer of the Company or its Affiliates.

"**Company Licenses**" has the meaning set out in Section 3.1.26;

"**Company Shares**" means shares of the Company each having a par value of Rp1,000.00;

"**Confidential Information**" has the meaning specified in Section 8.4(a);

"**Consideration Shares**" means the China Keli Shares to be issued as consideration for the Transferred Shares;

"**CSE Approval**" means the approval of the CSE of the listing of the common shares of the Resulting Issuer on the CSE;

"**Damages**" means all demands, claims, actions, causes of action, assessments, losses, damages, costs, expenses, liabilities, judgments, awards, fines, sanctions, penalties, charges and amounts paid in settlement (net of insurance proceeds actually received), including: (i) reasonable interest on cash disbursements in respect of any of the foregoing, and (ii) reasonable costs, fees and expenses of attorneys, accountants and other agents of, or other Persons retained by, a Person;

"**Debt Instrument**" means any bond, debenture, mortgage, promissory note or other instrument evidencing indebtedness for borrowed money;

"**Encumbrance**" means any mortgage, charge, easement, encroachment, lien, burden, assignment by way of security, security interest, servitude, pledge, hypothecation, conditional sale agreement, security agreement, title retention agreement, financing statement, option, right of pre-emption, right of first refusal or right of first offer, privilege, obligation to assign, license, sublicense trust, royalty, or other Third Party interest or other encumbrance or any agreement, option, right or privilege capable of becoming any of the foregoing;

"**Filing Statement**" means the CSE Listing Statement to be prepared by China Keli, submitted to the CSE, and filed on SEDAR in connection with the Transaction;

"**Financing Fee**" means the finder's Fee equal to seven (7%) of the aggregate gross proceeds of the China Keli Offering arising from subscribers introduced to China Keli and the Company through the efforts of Real Capital and other finders engaged for the China Keli Offering, such Finder's Fee is payable in cash or in shares of the Resulting Issuer (calculated at a deemed price of $0.60 per share), at the sole discretion of the Company and as may be agreed by the applicable finder;

"**Finder's Warrants**" means the warrants of China Keli to purchase up to the number of China Keli Shares equal to 7% of the China Keli Offering to be issued to the finders entitled to the Financing Fee in connection with the China Keli Offering;

"**Governmental Entity**" means any:

(a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank or Tribunal;

(b) subdivision, agent, commission, board, or authority of any of the foregoing; or

(c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;

of any government or regulatory institution of Canada and/or Republic of Indonesia;

"**Guarantee**" means any agreement, contract or commitment providing for the guarantee, indemnification, assumption or endorsement or any like commitment with respect to the obligations, liabilities (contingent or otherwise) or indebtedness of any Person;

"**IFRS**" means International Financial Reporting Standards as incorporated in the Handbook of the Canadian Institute of Chartered Accountants and as issued by the International Accounting Standards Board, at the relevant time applied on a consistent basis;

"**Indonesian Counsel**" means such Indonesian legal counsel to the Company as may be appointed by the Company and approved by China Keli, acting reasonably;

"**Intellectual Property Rights**" means all intellectual property and industrial property rights and rights in confidential information of every kind and description throughout the world, including all United States, Canadian, Indonesian and other foreign jurisdiction:

(a) patents, patent applications, invention disclosures, and all related continuations, continuations-in-part, divisionals, reissues, re-examinations, substitutions, and extensions thereof;

(b) registered or unregistered trademarks, service marks, names, corporate names, trade names, domain names, logos, slogans, trade dress, design rights, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing;

(c) copyrights and copyrightable subject matter;

(d) rights in computer programs (whether in source code, object code, or other form), algorithms, databases, compilations and data, technology supporting the foregoing, and all documentation, including user manuals and training materials, related to any of the foregoing;

(e) trade secrets and all other confidential information, ideas, know-how, inventions, proprietary processes, formulae, models, and methodologies;

(f) rights of publicity, privacy, and rights to personal information;

(g) moral rights and rights of attribution and integrity;

(h) all rights in the foregoing and in other similar intangible assets; and

(i) all applications and registrations for the foregoing;

"**Interim Period**" means the period from and including the date hereof to and including the earlier of the Closing Date and the date of termination of this Agreement pursuant to Article 7;

"**Laws**" means any and all laws (statutory, common or otherwise), statutes, regulations, statutory rules, regulatory instruments, principles of law, orders, injunctions, judgments, published policies and guidelines (to the extent that they have the force of law), and terms and conditions of any grant of approval, permission, authority or license of any Governmental Entity, statutory body or self-regulatory authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons means that such Laws apply to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

"**Material Adverse Effect**", means any change, effect, development, event or occurrence that has an effect that is, or would reasonably be expected to cause, a Company Material Adverse Change or a China Keli Material Adverse Change, as applicable;

"**Misrepresentation**" means an untrue statement of a material fact, or an omission to state a material fact that is (i) required to be stated, or (ii) necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made;

"**NEX**" means the NEX Board of the TSX Venture Exchange;

"**Option Plan**" means the option plan of China Keli, a copy of which is available on SEDAR as a schedule to China Keli's management information circular dated November 26, 2020, and as may be amended or replaced on the agreement of China Keli and the Company, acting reasonably;

"**Outside Date**" means the latest date by which the Transaction contemplated by this Agreement are to be completed, which date, subject to the terms of this Agreement, shall be six months from the date of this Agreement or such later date as may be agreed upon by the Parties;

"**Parties**" means China Keli, the Company and each of the Vendors and "**Party**" means any one of them;

"**Permitted Encumbrances**" means (i) any Encumbrances for Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in conformity with IFRS; (ii) carriers', warehousemen's, mechanics', materialmen's, repairmen's or other similar Encumbrances; (iii) pledges or deposits in connection with workers' compensation, unemployment insurance, and other social security legislation; (iv) easements, rights-of-way, covenants, restrictions and other Encumbrances incurred in the ordinary course of business that, in the aggregate, are not material in amount and that do not, in any case, materially detract from the value or the use of the property subject thereto; (v) statutory landlords' Encumbrances and Encumbrances granted to landlords under any lease, (vi) any purchase money security interests, equipment leases or similar financing arrangements; and (vii) any Encumbrances which are disclosed on the most recent consolidated balance sheet of the Company or the notes thereto;.

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, company, unincorporated association or organization, Governmental Entity, syndicate or other entity, whether or not having legal status;

"**Real Capital**" means Real Capital Limited, an arm's length party to China Keli and the Company;

"**Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the waiver or lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of a notice without an objection being made) of Governmental Entities required in connection with the consummation of the Transaction;

"**Representative**" means, with respect to any Party, its Affiliates and, if applicable, its and their respective directors, officers, employees, agents and other representatives and advisors;

"**Resulting Issuer**" means China Keli after the Transaction;

"**Resulting Issuer Shares**" means common shares in the authorized share structure of the Resulting Issuer;

"**Rp**" means Indonesian Rupiah;

"**$**" means Canadian Dollar;

"**Securities Act**" means the *Securities Act* (British Columbia);

"**SEDAR**" means the System for Electronic Disclosure Analysis and Retrieval;

"**STAL**" means the Company's "Step Temperature Acid Leach" Technology;

"**Tax Returns**" means all returns, declarations, reports, information returns and statements required to be filed with any taxing authority relating to Taxes;

"**Taxes**" means, with respect to any entity, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, *ad valorem* taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes, payroll taxes, employment taxes, Canada Pension Plan premiums, excise, severance, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, production taxes, severance taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties, mining duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

"**Third Party**" means any Person other than the Company, the Vendors or China Keli;

"**Transaction**" means the obtainment by China Keli of the Transferred Shares, completion of the China Keli Offering, the listing of the Resulting Issuer Shares on the CSE, and all related transactions incidental thereto as contemplated by this Agreement;

"**Transaction Fee**" means the finder's fee amounting to $1,470,000.00 or equal to three-point five percent (3.5%) of the acquisition value of the Company which shall be payable in shares of the Resulting Issuer at a deemed price of $0.60 per share to be paid to Real Capital, which has been engaged as an advisor to the Company in respect of the Transaction

"**Tribunal**" means:

(a) any court (including a court of equity);

(b) any federal, provincial, state, county, municipal or other government or governmental department, ministry, commission, board, bureau, agency or instrumentality;

(c) any securities commission, stock exchange or other regulatory or self-regulatory body; and

(d) any arbitrator or arbitration tribunal;

"**Trinitan Advance**" has the meaning set forth in Section 3.1.19 hereof.

1.2 **Interpretation Not Affected by Headings, etc**. The division of this Agreement into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references in this Agreement to a "Section" followed by a number and/or a letter refer to the specified section of this Agreement. Unless otherwise indicated, the terms "this Agreement", "hereof", "herein", "hereunder" and "hereby" and similar expressions refer to this Agreement, as amended or supplemented from time to time pursuant to the applicable provisions hereof, and not to any particular section or other portion hereof.

1.3 **Currency**. All sums of money referred to in this Agreement are expressed in lawful money of Canada or Republic of Indonesia unless otherwise stated.

1.4 **Number, etc.** Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing any gender shall include all genders.

1.5 **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 hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.6 **Entire Agreement**. This Agreement and any and all agreements to be bound to this Agreement constitute the entire agreement among the Parties with respect to the Transaction and other transactions contemplated hereby and supersedes all other prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect thereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Parties with respect thereto except as expressly set forth in this Agreement.

1.7 **Accounting Matters**. Unless otherwise indicated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS and past practice.

1.8 **Construction**. In this Agreement, unless otherwise indicated:

(a) the words "include", "including" or "in particular", when following any general term or statement, shall not be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;

(b) a reference to a statute means that statute, as amended and in effect as of the date of this Agreement, and includes each and every regulation and rule made thereunder and in effect as of the date hereof; and

(c) where a word, term or phrase is defined, its derivatives or other grammatical forms have a corresponding meaning.

1.9 **Knowledge**. In this Agreement, the phrase "to the knowledge of" any Person, "to the best knowledge of" any Person, "known to" any Person, "of which it is aware" or any similar phrase means, unless otherwise indicated, (a) with respect to any Person who is an individual, the actual knowledge of such Person after reasonable enquiry, and to the extent that such reasonable enquiry was not conducted, includes the knowledge that a reasonable Person would have had if such reasonable enquiry had been conducted, and (b) with respect to the Company, the actual knowledge of Richard Tandiono and Widodo Sucipto after reasonable enquiry, and to the extent that such reasonable enquiry was not conducted, includes the knowledge that a reasonable Person would have had if such reasonable enquiry had been conducted; and (c) with respect to any other Person who is not an individual, the actual knowledge of the senior officers and directors of such Person and its affiliates after reasonable enquiry, and to the extent that such reasonable enquiry was not conducted, includes the knowledge that a reasonable Person would have had if such reasonable enquiry had been conducted.

ARTICLE 2
SHARE EXCHANGE

2.1 **Share Exchange**. Subject to the terms and conditions herein, each of the Vendors agrees to transfer the Transferred Shares, as set out opposite such Vendor's name in Schedule "A" hereto, to China Keli and China Keli agrees to receive the Transferred Shares from the Vendors in consideration of the transfer price set out in Section 2.2.

2.2 **Transfer Price**. The transfer price payable by China Keli for the Transferred Shares shall be 70,000,000 Consideration Shares at a deemed price of $0.60 per share, payable pro rata to the Vendors based on number of Transferred Shares sold by them. As certain of the issued and outstanding China Keli Shares are currently subject to a resale hold period expiring December 6, 2021 ("**Hold Period Expiry Date**"), the Vendors agree that in order to satisfy the public float requirements of the CSE, the Consideration Shares may be issued to the extent necessary on closing of the Transaction as special warrants exercisable for Resulting Issuer Shares for no additional consideration following the Hold Period Expiry Date.

2.3 **Performance Warrants**. In addition to the Consideration Shares, China Keli will issue 50,000,000 common share purchase warrants (each a "**Performance Warrant**") exercisable for up to 50,000,000 Resulting Issuer Shares to the Vendors. Each Performance Warrant will be exercisable into one Resulting Issuer Share, at a price of $0.001 per share, and will vest and become exercisable subject to the achievement of certain business milestones as listed below:

(a) The Company or the Resulting Issuer enters into a firm and binding contract and/or a license (a "**Revenue Agreement**") approved by the independent directors of the Resulting Issuer for the use of its STAL technology, which will result in advance royalty, sales royalty and/or any other type of revenue for the usage of such STAL Technology, from one or more financially capable counterparties (each a "**Counterparty**") that in total will construct and develop up to four (4) STAL lines ("**Smelters**") representing 7,200 tonnes per annum of Nickel (Ni) equivalent capacity (each Smelter being 1,800 tonnes per annum of Nickel (Ni) equivalent capacity).

(b) Each Smelter committed by the Counterparty in the Revenue Agreement shall result in the vesting of (a) 6,250,000 Performance Warrants upon the execution of the Revenue Agreement, and (b) an additional 6,250,000 Performance Warrants upon proof of project funding satisfactory to the independent directors of the Resulting Issuer and commencement of construction of such Smelter.

(c) The maximum time limit for the Company or the Resulting Issuer to meet these criteria and effect the vesting of the Performance Warrants is a date no later than four years from the listing of the Resulting Issuer on the CSE.

Finally, once vested, the Performance Warrants shall only be exercisable to the extent the Resulting Issuer remains in compliance with the public distribution policies of the CSE, and in any event on or prior to December 31, 2027.

The form of the Performance Warrants shall be agreed by China Keli and the Vendors, acting reasonably, on or prior to the Closing Date.

2.4 **Escrow of Consideration Shares and Performance Warrants**. Each Vendor acknowledges and agrees that any Vendor who is deemed to be a Related Person (as such term is defined by the policies of the CSE) of China Keli following the Transaction will be subject to a mandatory three-year escrow imposed by the CSE and agrees to deposit the Consideration Shares and Performance Warrants with a Third-Party escrow agent upon completion of the Transaction if required by the CSE. The Consideration Shares and Performance Warrants may also be legended and subject to resale restrictions under Canadian Securities Laws.

2.5 **Real Capital**. The Parties agree that at closing of the Transaction:

(a) The Transaction Fee due to Real Capital shall be paid to Real Capital by the Resulting Issuer.

(b) The Resulting Issuer will appoint Real Capital as an advisor to a Revenue Agreement, and will issue to Real Capital 12,500,000 common share purchase warrants (each an "**Advisor Performance Warrant**") exercisable for up to 12,500,000 Resulting Issuer Shares. Each Advisor Performance Warrant will be exercisable into one Resulting Issuer Share, at a price of $0.001 per share, and will vest and become exercisable (x) as to 6,250,000 Advisor Performance Warrants upon the execution of a Revenue Agreement with a Counterparty for one Smelter approved by the independent directors of the Resulting Issuer, and (y) as to the remaining 6,250,000 Advisor Performance Warrants upon proof of funding satisfactory to the independent directors of the Resulting Issuer and commencement of construction of the Smelter.

(c) The maximum time limit for Real Capital and the Company or the Resulting Issuer to meet these criteria and effect the vesting of the Advisor Performance Warrants is a date no later than four years from the listing of the Resulting Issuer on the CSE.

Finally, once vested, the Advisor Performance Warrants shall only be exercisable to the extent the Resulting Issuer remains in compliance with the public distribution policies of the CSE, and in any event on or prior to December 31, 2027.

The form of the Advisor Performance Warrants shall be agreed by China Keli, the Vendors and Real Capital, acting reasonably, on or prior to the Closing Date.

The Vendors and Real Capital agree that they are engaged in separate efforts to secure a Revenue Agreement from a Counterparty, and will cooperate so as to avoid duplication of effort in approaching and negotiating with targeted Counterparties. In the event both the Vendors and Real Capital are successful in securing Revenue Agreements from Counterparties, a maximum of 62,500,000 Resulting Issuer Shares shall be issuable from the exercise of the Performance Warrants and Advisor Performance Warrants

2.6 **Escrow of Advisor Performance Warrants**.The Parties shall cause Real Capital to acknowledge and agree that should Real Capital be deemed to be a Related Person (as such term is defined by the policies of the CSE) of China Keli following the Transaction as a result of the issuance to it of Advisor Performance Warrants, Financing Fee or Finder's Warrants, Real Capital will be subject to a mandatory three year escrow imposed by the CSE and will agree to deposit such securities with a Third Party escrow agent upon completion of the Transaction if required by the CSE. Such securities held by Real Capital may also be legended and subject to resale restrictions under Canadian Securities Laws**Options**. Options to purchase Resulting Issuer Shares at an exercise price of $0.60 per common share will be granted to the directors, officers, employees and/or consultants of the Resulting Issuer and its subsidiary, the Company, upon the closing of the Transaction in the amounts and to the individuals as agreed among China Keli and the Vendors, and otherwise in accordance with the Option Plan, and to the extent applicable in accordance with the Laws of the Republic of Indonesia.

2.8 **Financing Fee and Finder's Warrants**. The Parties agree that the Resulting Issuer shall pay the Financing Fee and Finder's Warrants to the finders, including Real Capital, engaged in respect to the China Keli Offering.

2.9 **Change of Name**. At or following closing of the Transaction, China Keli will change its name to "Hydrotech Energy Metals Limited" or such other name as the Parties may mutually agree and to which the CSE consents.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties of the Company.** The Company hereby represents and warrants to and in favour of China Keli as follows and acknowledge that China Keli is relying on such representations and warranties in connection with the Transaction herein contemplated:

3.1.1 **Incorporation and Organization.** The Company is a corporation duly incorporated under the laws of its jurisdiction of incorporation, is validly subsisting, has full corporate and legal power and authority to own, lease and operate the properties currently owned, leased and operated by it and to conduct its Business as currently conducted and is in good standing with respect to the filing of annual returns or the equivalent. The Company is duly qualified or licensed to do Business and is in good standing as a limited liability company authorized to do Business in the Republic of Indonesia.

3.1.2 **Capitalization and Ownership.**

(a) The authorized capital of the Company consists of 100,000,000 shares with a par value of Rp1,000.00 of which, as of the date hereof, there are 63,965,000 shares outstanding held solely by the Vendors, and as to the number of shares set forth opposite their names on Schedule "A" hereto. The Transferred Shares represent all of the issued and outstanding shares of the Company, other than one share which remain issued and outstanding held by PT Trinitan Resourcetama Indonesia. No shares are held in treasury or authorized or reserved for issuance, other than each authorized but unissued shares of the Company's capital stock amounting to 36,035,000 shares which has not been granted to any Person.

(b) The Transferred Shares have been duly authorized and are validly issued, are fully paid and non-assessable and were issued in compliance with the constating documents of the Company and all applicable Laws. There are, and have been, no preemptive rights relating to the allotment or issuance of any of the issued and outstanding ordinary shares of the Company, other than the preemptive rights given to each of the Vendor as stipulated in the constating documents of the Company.

(c) Except for China Keli's right to acquire the Transferred Shares hereunder and the preemptive rights given to each of the Vendor as stipulated in the constating documents of the Company, no Person has any other agreement, option, commitment, arrangement, or any other right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription, allotment or issuance of, or conversion into, any of the issued or unissued shares or any other securities of the Company or the purchase or other acquisition from the Company of any of its undertakings, Business or assets.

(d) There are no outstanding bonds, debentures or other evidences of indebtedness of the Company having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the Transferred Shares on any matter.

(e) The Company has not, since the date of its incorporation, declared or paid any dividends or made any other distributions (in either case, in stock or property) on any of its shares.

3.1.3 **Authority and No Violation.**

(a) The Company has all requisite corporate power and authority to enter into this Agreement to perform its obligations hereunder. The execution and delivery of this Agreement by the Company have been duly authorized by its shareholders and no other corporate proceedings on its part are necessary to authorize this Agreement or the Transaction contemplated hereby.

(b) This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(c) The approval of this Agreement, the execution and delivery by the Company of this Agreement, the performance by it of its obligations hereunder and the completion of the Transaction, will not:

(i) conflict with, result in a violation or breach of, constitute a default, or require any consent (other than such as has already been obtained) to be obtained under, or give rise to any termination rights or payment obligation under any provision of:

(A) the constating documents of the Company;

(B) any resolutions of the board of directors or commissioners of the Company (or any committee thereof) or shareholders;

(C) any applicable Laws; or

(D) any license or registration or any agreement, contract or commitment, written or oral, which the Company is a party to or bound by or subject to;

(ii) result in the imposition of any Encumbrance upon any of the Transferred Shares or any of the assets of the Company or restrict, hinder, impair or limit the Company's ability to carry on its Business as and where it is now being carried on or as and where it may be carried on in the future; or

(iii) result in any payment (including severance, unemployment compensation, golden parachute, bonus or otherwise) becoming due to any Person.

(d) No consent, approval, order, registration, notice, declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Company in connection with the execution and delivery of this Agreement or any of the other documents contemplated hereby, or the consummation by the Company of the Transaction contemplated hereby or thereby other than any consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which are purely of an administrative nature and which could be completed or obtained without Material Adverse Effect on the Company immediately after the Closing Date or which, if not obtained, would not in the aggregate have a Material Adverse Effect on the Company such as the submission of the relevant deed to the Ministry of Law and Human Rights of Republic of Indonesia to effectuate the Company's shareholding after the exhaustion of the Transaction and validly registered China Keli as the shareholders of the Company.

3.1.4 **No Other Shares.** The Company does not own, beneficially, any shares in the capital of any corporation, and the Company does not hold any securities or obligations of any kind convertible into or exchangeable for shares in the capital of any corporation. The Company is not a party to any agreement to acquire any shares in the capital of any corporation.

3.1.5 **No Defaults.** The Company is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, license or franchise to which it is a party which would, if terminated due to such default, cause a Material Adverse Effect on the Company.

3.1.6 **Reporting Issuer Status.** The Company is not a "reporting issuer" in any jurisdiction of Canada or the equivalent in any jurisdiction and no shares or other securities of the Company are listed or posted for trading on any stock exchange.

3.1.7 **Intellectual Property Rights.**

(a) The Company Data Room sets forth a complete and correct list (including particulars of registration or application for registration and licensing terms) of all of the following owned, licensed in or used by the Company:

(i) patented or registered Intellectual Property Rights (including Internet domain names) and pending patent applications and other applications for registration of Intellectual Property Rights;

(ii) all trade names and unregistered trademarks and service marks that are material to the conduct of its Business;

(iii) all technology development, transfer, license, option and other agreements (other than commercially-available, off-the-shelf software with a replacement cost and/or aggregate annual license and maintenance fees of less than $10,000) pursuant to which the Company acquired Intellectual Property Rights; and

(iv) unregistered copyrights and patents that are material to the conduct of its Business;

(b) the Company either (i) own and possess, free and clear of all Encumbrances, all right, title and interest in and to; or (ii) has the right to use pursuant to a valid and enforceable written license (and such license is disclosed in the Company Data Room); or (iii) has an option to negotiate and acquire certain rights (and such option or draft terms are disclosed in the Company Data Room) in, all of the Intellectual Property Rights that may be necessary for or used in the operation of its Business as currently conducted (the Intellectual Property Rights owned or licensed in by the Company as disclosed in the Company Data Room shall be referred to as the "**Company Intellectual Property Rights**");

(c) all of the Company Intellectual Property Rights are, to the Company's knowledge, subsisting as at the signing of this Agreement;

(d) subject to the limitations and obligation imposed by the agreements and draft agreements disclosed in the Company Data Room, the Company is not a party to or bound by any other agreement or obligation that limits their ability to sell, transfer, license, assign, convey, or use any Company Intellectual Property Rights;

(e) the Transaction contemplated by this Agreement will not impair the right, title or interest of the Company in or to the Company Intellectual Property Rights, and all of the Company Intellectual Property Rights will be owned or available for use by the Company, as applicable, immediately after the Closing Date on terms and conditions identical to which such Company Intellectual Property Rights were owned or available immediately prior to the Closing Date;

(f) to the Company's knowledge, there are no claims or threatened claims (including office actions, opposition proceedings or cancellation actions) made against the Company by any third party contesting the validity, enforceability, use, registrability or ownership of any of the Company Intellectual Property Rights that were either made within the past six (6) years, and are currently outstanding;

(g) to the Company's knowledge, no loss or expiration of any Company Intellectual Property Rights is threatened, pending or reasonably foreseeable;

(h) to the Company's knowledge, the Company has not infringed, misappropriated or otherwise conflicted with any Intellectual Property Rights or other rights of any third parties, there is no infringement, misappropriation or conflict with any Intellectual Property Rights or other rights of any third parties which will occur as a result of the continued operation of the Business of the Company as currently conducted, and the Company has not received any notice of the foregoing (including any demand or request that the Company license any rights from a Third Party);

(i) to the Company's knowledge, no Third Party has infringed, misappropriated or conflicted with any of the Company Intellectual Property Rights;

(j) to the extent possible and permissible under applicable laws and contracts, the Company has taken all necessary or reasonably desirable actions to protect, maintain and enforce the Company Intellectual Property Rights;

(k) the Company's STAL Technology has been validated by the Indonesian government's Agency for the Assessment and Application of Technology (BPPT) technology audit; the Indonesian Ministry of Energy and Mineral Resources (ESDM) in collaboration with a reputable Indonesian University, for technology research and assessment; and a Japanese international EPC (Engineering, Procurement and Construction) company as concluded in its feasibility report. Copies of the validation documentation as issued by these 3 entities have been provided to China Keli.

(l) each current employee of the Company has executed an agreement with the Company:

    (i) requiring such employee to maintain the confidentiality of the Company's trade secrets and other proprietary information; and

    (ii) acknowledging that all work, research or development, including all Intellectual Property Rights, produced or created by such employee in the course of his, her or its employment with the Company shall be the sole and exclusive property of the Company, and such agreements are valid and enforceable in accordance with their terms;

(m) the Company owns all right, title or interest in and to all Intellectual Property Rights created or developed by any current or former employee or consultant in the course of his, her or its relationship with the Company; and

(n) the computer systems, including the software, hardware, firmware, networks, interfaces and related systems, used by the Company in the conduct of its Business are sufficient for the immediate needs of the Company.

3.1.8 **No Breach of Material Agreements.** The Company has performed all of the material obligations required to be performed by it, and is entitled to all benefits under, and are not in default in respect of, any Company Material Agreement to which it is party. Each of the Company Material Agreements is: (a) enforceable by the Company in accordance with its terms (subject to any limitation under bankruptcy, insolvency or other Laws affecting creditors' rights generally and to general principals of equity); (b) in full force and effect, unamended, and there exists no breach thereof or default or event of default or event, occurrence, condition or act with respect to the Company or, to the Company's knowledge, with respect to the other contracting party or otherwise that, with or without the giving of notice, the lapse of time or the happening of any other event or conditions and but for any waiver or extension granted by the other contracting party, would (i) become a default or event of default under any Company Material Agreement, or (ii) result in the loss or expiration of any right or option by the Company (or the gain thereof by any Third Party) under any Company Material Agreement. The Company has delivered a true, correct and complete copy of each of the Company Material Agreements to China Keli.

3.1.9 **Financial Matters.**

(a) The Company Financial Statements have been prepared in accordance with IFRS, applied on a basis consistent with prior periods and all applicable Laws and present fairly, in all material respects:

(i) all the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of the Company on a consolidated basis as at the respective dates thereof; and

(ii) the revenues, earnings, results of operations and cash flows of the Company on a consolidated basis for the respective periods covered thereby.

(b) The Company has no knowledge of any material adjustments, potential liabilities or obligations, which individually or in the aggregate have not been reflected in its Company Financial Statements, other than liabilities, indebtedness and obligations incurred by the Company in the ordinary course of business, or as contemplated in this Agreement.

3.1.10 **Business Carried on in Ordinary Course.** The Business has been carried on in the ordinary course since September 2, 2020 and since such date:

(a) there has not been any event, occurrence, development or state of circumstances or facts which has had or is reasonably likely to give rise to a Material Adverse Effect with respect to the Company;

(b) there has not been any material write-down by the Company of any assets of the Company;

(c) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise and whether matured or unmatured) which has had or is reasonably likely to have a Material Adverse Effect with respect to the Company has been incurred;

(d) the Company has not acquired or sold, pledged, leased, encumbered or otherwise disposed of any material property or assets or incurred or committed to incur capital expenditures in excess of $100,000 in the aggregate, as of the date hereof, nor has the Company agreed to do any of the foregoing;

(e) the Company has not entered into any Company Material Agreement or amended, modified, relinquished, terminated or failed to renew any Company Material Agreement;

(f) there has not been any satisfaction or settlement of any material claim, liability or obligation of the Company;

(g) the Company has not made any change in accounting policies, principles, methods, practices or procedures (including for bad debts, contingent liabilities or otherwise);

(h) there has been no waiver by the Company or agreement to waive, any right of substantial value and the Company has not entered into any commitment or transaction not in the ordinary course of business where such right, commitment or transaction is or would be material in relation to the Company or the Business; and

(i) the Company has not agreed, announced, resolved or committed to do any of the foregoing.

3.1.11 **Partnerships or Joint Ventures.** The Company is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other business combination of any kind and is not party to any agreement under which it agrees to carry on any part of its Business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

3.1.12 **Minute Books and Corporate Records.** The minute and record books of the Company contains complete and accurate minutes in all material respects of all meetings of, and copies of all resolutions passed by, or consented to in writing by, their respective directors and commissioners (and any committees thereof) and shareholders since the date of their incorporation and all such meetings were duly called and held and all such resolutions were duly passed or enacted. The registers of shareholders and/or other corporate registers of the Company (if any) are complete and accurate in all material respects. The Company is not a party to or bound by or subject to any shareholder agreement or unanimous shareholder agreement governing its affairs or the relationships, rights and duties of shareholders.

3.1.13 **Accuracy of Books and Records.** The financial books and records of the Company fairly and correctly set out and disclose in all material respects, in accordance with IFRS (other than the presentation requirements of IFRS), its financial position as at the date hereof and all material financial transactions have been accurately recorded in such books and records on a consistent basis and in conformity with IFRS. All records, systems, controls, data, or information (including any digital, electronic, mechanical, photographic or other technological process or device whether computerized or not) required to operate the Business are in the full possession and control of and are owned exclusively by the Company.

3.1.14 **Guarantees.** The Company is not a party to or bound by or subject to any Guarantee.

3.1.15 **Real Property.** The Company does not own or has any interest in, or is a party to or bound by or subject to any agreement, contract or commitment, or any option to purchase, any real or immovable property.

3.1.16 **Title to Assets.** The Company has good and marketable title to all its property and assets including, without limitation, the assets described in the Company Financial Statements and the assets used in or required to operate the Business free and clear of all Encumbrances other than Permitted Encumbrances.

3.1.17 **Employment and Employee Benefit Matters.**

(a) As at the date hereof, the Company has 30 full time employees and 10 independent contractors or other non-employees who supply their services under personal services contracts (whether written or oral).

(b) The Company is not a party to or bound by or subject to any agreement or arrangement with respect to employee benefits in excess of $50,000 and no such agreement or arrangement contains any specific provision as to notice of termination of employment or severance pay in lieu thereof.

(c) The Company is not a party to or bound by or subject to any collective labour agreement or other similar arrangement with any labour union or employee association nor has it made any commitment to or conducted any negotiation or discussion with any labour union or employee association with respect to any future agreement.

(d) No Person will, as a result of the Transaction contemplated hereby, become entitled to (i) any retirement, severance, bonus or other such payment, (ii) the acceleration of the vesting or time to exercise of any outstanding stock options or other employee benefits (iii) the forgiveness or postponement of payment of any indebtedness owing to the Company, or (iv) receive any additional payments or compensation under or in respect of any employee benefits.

3.1.18 **Debt Instruments.** The Company is not bound by or subject to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument.

3.1.19 **Material Financial Liabilities.** The Company has no material financial liabilities contingent or otherwise; and may only have short term related debt or payables due to PT Trinitan Resourcetama Indonesia up to an amount of $200,000 (the "**Trinitan Advance**").

3.1.20 **Leases and Leased Property.** Except as disclosed in the Company Data Room, the Company is not a party to or bound to any real or personal property lease or sublease or other right of occupancy relating to real property, whether as lessor or lessee.

3.1.21 **Insurance.** The Company does not maintain any insurance coverage except as disclosed in the Company Data Room. The policies and the coverage disclosed in the Company Data Room are in full force and effect and the Company is in good standing under each policy and there is no claim outstanding under any such policy.

3.1.22 **Legal Proceedings.** There are no claims, actions, suits, complaints, investigations or proceedings (whether private, governmental or otherwise) in progress, pending, or to the knowledge of the Company, threatened, against or affecting the Company at law or in equity, or before or by any Governmental Entity which, individually or in the aggregate, may reasonably be expected to have a Material Adverse Effect on the Company. There is no judgment, decree, injunction, ruling, order or award of any Tribunal outstanding against or affecting the Company. The Company is not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and does not have any present plans or intentions to initiate any litigation, arbitration or other proceedings against any Third Party.

3.1.23 **Compliance with Applicable Laws**. The Company is conducting and, to the knowledge of the Company, have conducted, the Business in compliance in all material respects with all applicable Laws, are not in material breach of any of such Laws and are duly licensed or registered in each jurisdiction in which they own or lease their property and assets or carries on the Business, so as to enable the Business to be carried on as now conducted and their property and assets to be so owned or leased. The Company has not received notice of any violation of applicable Laws in any jurisdiction.

3.1.24 **Insolvency.** To the best of its knowledge, no act or proceeding has been taken by or against the Company in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of the Company or for the appointment of a trustee, receiver, manager or other administrator of the Company or any of their respective properties or assets nor, to the knowledge of the Company, is any such act or proceeding threatened. Neither the Company, nor any of its properties or assets is subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of the Company to conduct the Business in all material respects as it has been carried on prior to the date hereof, or that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company or would reasonably be expected to prevent or significantly impede or materially delay the completion of the Transaction.

3.1.25 **Tax Matters.**

(a) Save for the requirement to file Tax Returns in respect of income taxes for the current taxation year (which return is not yet due), and any income Tax Return which is required to be filed as a result of or in connection with the Transaction contemplated herein, the Company has duly filed in the prescribed manner and within the prescribed time all Tax Returns required to be filed by it on or before the date hereof with any taxing or regulatory authority to which it is subject and each such Tax Return was complete and accurate at the time filed.

(b) The Company has paid all Taxes and installments on account of Taxes that are due and payable by it, and any interest, penalties and fines in connection therewith, properly due and payable, and has paid all of same in connection with all known assessments, reassessments and adjustments.

(c) To the knowledge of the Company, the Company has duly and timely collected all amounts on account of any sales, use or transfer Taxes, including all goods and services, harmonized sales, value added, provincial and territorial taxes and state and local taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by Law to be remitted by it.

3.1.26 **Licenses.** The Company Data Room sets out a complete and accurate list of all material licenses, permits, approvals, consents, certificates, registrations and authorizations (whether governmental, regulatory or similar type) relating to the current Business (the "**Company Licenses**"), and there are no other material licenses, permits, approvals, consents, certificates, registrations, or authorizations, necessary to carry on its Business as presently carried on or to own or lease any of the material property or assets utilized by the Company. Each Company License is valid and subsisting and in good standing and there is no default or breach of any Company License and, to the best of the knowledge of the Company, no proceeding is pending or threatened to revoke or limit any Company License. No Company License is non-renewable, expires within 12 months or contains any burdensome term, provision, condition or limitation which has or could have a Material Adverse Effect on the Company or the Business.

3.1.27 **No Business Restrictions.** There is no agreement (non-compete or otherwise), commitment, judgment, injunction, order or decree to which the Company is party or which is otherwise binding upon the Company which has or reasonably could be expected to have the effect of prohibiting or impairing any business practice of the

Company, any acquisition of property (tangible or intangible) by the Company or the conduct of Business by the Company, as currently conducted or proposed to be conducted, save and except in any case which would not have a Material Adverse Effect on the Company.

3.1.28 **Other Negotiations.** The Company (a) has not entered into any agreement that conflicts with the Transaction contemplated by this Agreement, or (b) has not entered into any agreement or had any discussions with any Person regarding any transaction involving the Company which could reasonably be expected to result in China Keli or the Company, or to the knowledge of the Company any of their respective officers, directors or employees being subject to any claim for liability to such Person as a result of entering into this Agreement or consummating the Transaction contemplated hereby.

3.1.29 **Advisory Fees.** Except as the Company Data Room or in this Agreement, there is no investment banker, broker or finder or other intermediary that has been retained by or authorized to act on behalf of the Company who might be entitled to any fee, commission or reimbursement of expenses from the Company upon consummation of the Transaction.

3.1.30 **Company Data Room.** All information relating to Company, the Vendors and their affiliates in the Company Data Room is accurate and complete in all material respects and does not contain any Misrepresentation as at the date specified in respect of such information, or if any such information is undated, as of the date of its delivery to the Company Data Room; and (ii) to the knowledge of Company any, forecasts, projections or estimates in the Data Room were prepared using assumptions which were at the time of preparation reasonable in the circumstances.

3.2 **Representations and Warranties of the Vendors.** Each of the Vendors hereby represents and warrants on its own behalf severally, and not jointly with the other Vendors to China Keli as follows and acknowledges that China Keli is relying upon such representations and warranties in connection with the Transaction herein contemplated:

3.2.1 **Title to Shares.**

(a) The Vendor is the registered and beneficial owner of the Company Shares set opposite its name in Schedule "A" hereto with good title, free and clear of all Encumbrances other than those restrictions on transfer, if any, contained in the constating documents of the Company.

(b) Upon completion of the Transaction contemplated by this Agreement, China Keli will have good and valid title to the Vendor's Transferred Shares, free and clear of all Encumbrances.

3.2.2 **Authority and No Violation.**

(a) The Vendor has the power and authority to enter into this Agreement by it in connection with the Transaction contemplated herein, to perform its obligations hereunder and to consummate the Transaction.

(b) If the Vendor is a not a natural person (a "**Corporate Vendor**"), the execution and delivery of this Agreement have been duly authorized by the directors of it and no other corporate proceedings on its part are necessary to authorize this Agreement or the Transaction contemplated hereby.

(c) This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation, enforceable against the Vendor in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity. All documents required to be executed by the Vendor in connection with the Transaction contemplated herein will be duly executed and delivered by the Vendor and, when so executed and delivered, will constitute a legal, valid and binding obligation, enforceable against it in accordance with their terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(d) The approval of this Agreement by the Vendor in connection with the Transaction contemplated herein, the execution and delivery by the Vendor of this Agreement, and the performance by the Vendor of the Vendor's obligations hereunder and the completion of the Transaction contemplated hereby, will not:

(i) conflict with, result in a violation or breach of, constitute a default or require any consent (other than such as has already been obtained), to be obtained under, or give rise to any termination rights or payment obligation under, any provision of:

(A) if the Vendor is a not a natural person, the constating documents of the Vendor;

(B) if the Vendor is a not a natural person, any resolutions of the directors of the Vendor (or any committee thereof as applicable) or shareholders;

(C) any applicable Laws; or

(D) any license or registration or any agreement, contract or commitment, written or oral, which the Vendor is a party to or bound by or subject to;

(e) No consent, approval, order, registration, notice, declaration or filing with, any Governmental Entity or other Person is required to be obtained by the Vendor in connection with the execution and delivery of this Agreement, or the consummation by the Vendor of the Transaction contemplated hereby or thereby.

3.3 **Representations and Warranties of China Keli.** China Keli represents and warrants to and in favour of the Company and the Vendors as follows and acknowledges that the Company and the Vendors are relying upon such representations and warranties in connection with the Transaction herein contemplated:

3.3.1 **Incorporation and Organization.** China Keli is a corporation duly incorporated under the laws of its jurisdiction of incorporation, is validly subsisting, has full corporate and legal power and authority to own, lease and operate the properties currently owned, leased and operated by it and to conduct its Business as currently conducted, and is in good standing with respect to the filing of annual returns or the equivalent. China Keli is duly qualified or licensed to do business and is in good standing as a foreign corporation or organization authorized to do business in all jurisdictions in which the character of the properties owned, leased, or operated or the nature of the business conducted by it would make such qualification or licensing necessary, save and except in any case which would not have a Material Adverse Effect on China Keli. True and complete copies of the constating documents of China Keli have been filed on SEDAR as part of the China Keli Information Record. No proceedings have been instituted or are pending for the dissolution or liquidation of China Keli.

3.3.2 **Capitalization.**

(a) The authorized capital of China Keli consists of an unlimited number of common shares, of which, as of the date hereof, 12,110,026 common shares are issued and outstanding. No China Keli Shares are held in treasury or authorized or reserved for issuance other than those contemplated herein.

(b) All outstanding China Keli Shares have been duly authorized and are validly issued, are fully paid and non-assessable and were issued in compliance with the constating documents of China Keli and all applicable Laws. There are, and have been, no pre-emptive rights relating to the allotment or issuance of any of the issued and outstanding China Keli Shares.

(c) The Consideration Shares to be issued pursuant to the Transaction will, when issued and delivered, be duly and validly issued by China Keli on their respective dates of issue as fully paid and non-assessable shares and will not be issued in violation of the terms of any agreement or other understanding binding upon China Keli at the time that such shares are issued and will be issued in compliance with the constating documents of China Keli.

(d) Except as contemplated herein, no Person has any other agreement, option, commitment, arrangement, or any other right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment (including any such right or privilege under convertible securities, warrants or convertible obligations of any nature) for the purchase, subscription, allotment or issuance of, or conversion into, any of the issued or unissued shares or any other securities of China Keli or the purchase or other acquisition from China Keli of any of its undertakings, business or assets.

3.3.3 **Authority and No Violation.**

(a) China Keli has all requisite corporate power and authority to enter into this Agreement and the documents required to be executed by it in connection with the Transaction contemplated herein, to perform its obligations hereunder and to consummate the Transaction. The execution and delivery of this Agreement by China Keli and such other documents by China Keli and the consummation by China Keli of the Transaction contemplated by this Agreement and such other documents have been duly authorized by its board of directors and no other corporate proceedings on its part are necessary to authorize this Agreement or the Transaction contemplated hereby.

(b) This Agreement has been duly executed and delivered by China Keli and constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity. All documents required to be executed by China Keli in connection with the Transaction contemplated herein will be duly executed and delivered by China Keli and, when so executed and delivered, will constitute a legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

(c) The approval of this Agreement and the other documents required to be executed by China Keli in connection with the Transaction contemplated herein, the execution and delivery by China Keli of this Agreement and such other documents, the performance by it of its obligations hereunder and the completion of the Transaction will not:

(i) conflict with, result in a violation or breach of, constitute a default, or require any consent (other than such as has already been obtained) to be obtained under, or give rise to any termination rights under any provision of:

(A) its constating documents;

(B) any resolutions of its board of directors (or any committee thereof) or shareholders;

(C) any applicable Laws, subject to obtaining CSE Approval and NEX Approval; or

(D) any license or registration or any agreement, contract or commitment, written or oral, which China Keli is a party to or bound by or subject to.

(d) No consent, approval, order, registration, notice, declaration or filing with, any Governmental Entity or other Person is required to be obtained by China Keli in connection with the execution and delivery of this Agreement or any of the other documents contemplated hereby, or the consummation by China Keli of the Transaction contemplated hereby or thereby other than:

(i) obtaining the CSE Approval and NEX Approval;

(ii) obtaining the China Keli Shareholder Approval; and

(iii) any other consents, approvals, orders, authorizations, declarations or filings of or with a Governmental Entity which are purely of an administrative nature and which could be completed or obtained without Material Adverse Effect on China Keli immediately after the Closing Date or which, if not obtained, would not in the aggregate have a Material Adverse Effect on China Keli.

3.3.4 **Subsidiaries**. China Keli has no subsidiaries.

3.3.5 **No Other Shares**. China Keli does not own, beneficially, any shares in the capital of any corporation, nor does China Keli hold any securities or obligations of any kind convertible into or exchangeable for shares in the capital of any corporation. Other than with respect to this Agreement, China Keli is not a party to any agreement to acquire any shares in the capital of any corporation.

3.3.6 **No Defaults.** China Keli is not in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any contract, agreement, license or franchise to which it is a party which would, if terminated due to such default, cause a Material Adverse Effect on China Keli.

3.3.7 **Assets.** Except for cash, China Keli has no assets.

3.3.8 **Reporting Issuer; Public Documents.**

(a) China Keli is a reporting issuer in each of the provinces of Alberta and British Columbia and is not on a list of reporting issuers in default under applicable Canadian Securities Laws.

(b) The China Keli Shares are listed and posted for trading on the NEX and are not listed or quoted on any other market. China Keli is in compliance in all material respects with the rules and policies of the NEX.

(c) China Keli is not subject to any cease trade or other order of any Governmental Entity, and, to the knowledge of China Keli, no inquiry, review or investigation (formal or informal) or other proceedings involving China Keli that may operate to prevent or restrict trading of any securities of China Keli are currently in progress or pending before any Governmental Entity.

(d) China Keli has disclosed all information or changes required to be disclosed by it, and has filed all documents required to be filed by it in accordance with applicable Canadian Securities Laws and the rules and policies of the NEX.

(e) The China Keli Information Record includes a true and complete copy of all forms, reports, statements, certifications, and other documents required to be filed by China Keli. Such forms, reports, statements, certifications, and other documents, at the time filed or, if amended, as of the date of such amendment: (i) did not contain any Misrepresentation; and (ii) complied in all material respects with the requirements of applicable Canadian Securities Laws except where such non-compliance has not had or would not reasonably be expected to have a Material Adverse Effect on China Keli. China Keli has not filed any confidential material change or other report or other document with any Canadian Securities Authorities, the NEX, the CSE or other self-regulatory authority which at the date hereof remains confidential. China Keli has not filed any confidential material change report with any Governmental Entity which at the date hereof remains confidential.

3.3.9 **Financial Matters.**

(a) The China Keli Financial Statements have been prepared in accordance with IFRS, applied on a basis consistent with prior periods and all applicable Laws and present fairly, in all material respects:

(i) all the assets, liabilities (whether accrued, absolute, contingent or otherwise) and the financial condition of China Keli as at the respective dates thereof;

(ii) the revenues, earnings, results of operations and cash flows of China Keli for the respective periods covered thereby; and

(iii) details of all related party transactions.

(b) China Keli has no knowledge of any material adjustments, potential liabilities or obligations, which individually or in the aggregate have not been reflected in its China Keli Financial Statements, other than liabilities, indebtedness and obligations incurred by China Keli in the ordinary course of business, or as contemplated in this Agreement.

3.3.10 **Partnerships or Joint Ventures.** China Keli is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other business combination of any kind and is not party to any agreement under which it agrees to carry on any part of its Business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

3.3.11 **Accuracy of Books and Records.** The financial books and records of China Keli fairly and correctly set out and disclose in all material respects, in accordance with IFRS (other than the presentation requirements of IFRS), its financial position as at the date hereof and all material financial transactions have been accurately recorded in such books and records on a consistent basis and in conformity with IFRS. All records, systems, controls, data or information (including any digital, electronic, mechanical, photographic or other technological process or device whether computerized or not) required to operate its business are in the full possession and control of and are owned exclusively by the Company.

3.3.12 **Minute Books and Corporate Records.** The minute and record books of the China Keli contain complete and accurate minutes in all material respects of all meetings of, and copies of all resolutions passed by, or consented to in writing by, their respective directors (and any committees thereof) and shareholders and all such meetings were duly called and held and all such resolutions were duly passed or enacted. The registers of shareholders, registers of transfers, registers of directors and other corporate registers of China Keli are complete and accurate in all material respects. China Keli is not a party to or bound by or subject to any shareholder agreement or unanimous shareholder agreement governing its affairs or the relationships, rights and duties of shareholders.

3.3.13 **Guarantees.** China Keli is not a party to or bound by or subject to any Guarantee.

3.3.14 **Real Property.** China Keli does not own or have any interest in, and is not a party to or bound by or subject to any agreement, contract or commitment, or any option to purchase, any real or immovable property.

3.3.15 **Title to Assets.** China Keli has good and marketable title to its property and assets including, without limitation, the assets described in the China Keli Financial Statements and the assets used in or required to operate China Keli's business free and clear of all Encumbrances other than Permitted Encumbrances.

3.3.16 **Employment and Employee Benefit Matters.**

(a) As at the date hereof, China Keli has no full time or part time employees and no independent contractors or other non-employees who supply their services under personal services contracts (whether written or oral). Other than Philip Lo and George Dorin, China Keli has no management services contracts or other agreements pursuant to which management services are provided.

(b) China Keli is not a party to or bound by or subject to any agreement or arrangement with respect to employee benefits.

(c) China Keli is not a party to or bound by or subject to any collective bargaining agreement or other similar arrangement with any labour union or employee association nor has it made any commitment to or conducted any negotiation or discussion with any labour union or employee association with respect to any future agreement.

(d) No Person will, as a result of the Transaction contemplated hereby, become entitled to (i) any retirement, severance, bonus or other such payment, (ii) the acceleration of the vesting or time to exercise of any outstanding stock options or other employee benefits (iii) the forgiveness or postponement of payment of any indebtedness owing to China Keli, or (iv) receive any additional payments or compensation under or in respect of any employee benefits.

3.3.17 **Debt Instruments.** China Keli is not bound by or subject to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument.

3.3.18 **Leases and Leased Property.** China Keli is not a party to or bound any real or personal property lease or sublease or other right of occupancy relating to real property, whether as lessor or lessee.

3.3.19 **Insurance.** China Keli does not maintain any insurance coverage.

3.3.20 **Legal Proceedings.** There are no claims, actions, suits, complaints, investigations or proceedings (whether private, governmental or otherwise, and whether or not purportedly on behalf of China Keli) in progress, pending, or to the knowledge of China Keli threatened, against or affecting China Keli at law or in equity, or before or by any Governmental Entity which, individually or in the aggregate, may reasonably be expected to have a Material Adverse Effect on China Keli. There is no judgment, decree, injunction, ruling, order or award of any Tribunal outstanding against or affecting China Keli. China Keli is not aware of any grounds on which any such action, suit, investigation or proceeding might be commenced with any reasonable likelihood of success, and does not have any present plans or intentions to initiate any litigation, arbitration or other proceedings against any Third Party.

3.3.21 **Compliance with Applicable Laws**. China Keli is conducting and, to the knowledge of China Keli, has conducted, its business in compliance in all material respects with all applicable Laws, is not in material breach of any of such Laws and is duly licensed or registered in each jurisdiction in which it owns or leases its property and assets or carries on its business. China Keli has not received notice of violation of applicable Laws in any jurisdiction.

3.3.22 **Insolvency.** No act or proceeding has been taken by or against China Keli in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of China Keli or for the appointment of a trustee, receiver, manager or other administrator of China Keli or any of its properties or assets nor, to the knowledge of China Keli, is any such act or proceeding threatened. Neither China Keli nor any of its properties or assets is subject to any outstanding judgment, order, writ, injunction or decree that involves or may involve, or restricts or may restrict, the right or ability of China Keli to conduct its business in all material respects as it has been carried on prior to the date hereof, or that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on China Keli or would reasonably be expected to prevent or significantly impede or materially delay the completion of the Transaction.

3.3.23 **Tax Matters.**

(a) Save for the requirement to file Tax Returns in respect of income taxes for the current taxation year (which return is not yet due), and any income Tax Return which is required to be filed as a result of or in connection with the Transaction contemplated herein, China Keli has duly filed in the prescribed manner and within the prescribed time all Tax Returns required to be filed by it on or before the date hereof with any taxing or regulatory authority to which it is subject and each such Tax Return was complete and accurate at the time filed.

(b) China Keli has paid all Taxes and installments on account of Taxes that are due and payable by it, and any interest, penalties, and fines in connection therewith, properly due and payable, and has paid all of the same in connection with all known assessments, reassessments and adjustments.

(c) China Keli has duly and timely collected all amounts on account of any sales, use or transfer Taxes, including all goods and services, harmonized sales, value added, provincial and territorial taxes and state and local taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by Law to be remitted by it.

3.3.24 **Licenses.** There are no material licenses, permits, approvals, consents, certificates, registrations, or authorizations, necessary for China Keli to carry on its business as presently carried on or to own or lease any of assets utilized by China Keli.

3.3.25 **No Business Restrictions.** There is no agreement (non-compete or otherwise), commitment, judgment, injunction, order or decree to which China Keli is party or which is otherwise binding upon China Keli which has or reasonably could be expected to have the effect of prohibiting or impairing any business practice of China Keli, any acquisition of property (tangible or intangible) by China Keli or the conduct of business by China Keli, as currently conducted or proposed to be conducted.

3.3.26 **Other Negotiations.** China Keli (a) has not entered into any agreement that conflicts with the Transaction contemplated by this Agreement, or (b) has not entered into any agreement or had any discussions with any Person regarding any transaction involving China Keli which could reasonably be expected to result in China Keli or the Company, or to the knowledge of China Keli any of their respective officers, directors or employees being subject to any claim for liability to such Person as a result of entering into this Agreement or consummating the Transaction contemplated hereby.

3.3.27 **Advisory Fees.** Except as contemplated herein, there is no investment banker, broker or finder or other intermediary that has been retained by or authorized to act on behalf of China Keli who might be entitled to any fee, commission or reimbursement of expenses from China Keli upon consummation of the Transaction.

3.4 **Non-Waiver.** No investigations made by or on behalf of any of the Parties at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation or warranty made by any other Party herein or pursuant hereto, unless disclosure of the fact at issue is expressly made in writing to the other Party prior to the execution hereof and such disclosure contains no material untrue statement.

ARTICLE 4
COVENANTS

4.1 **Retention of Goodwill.** During the Interim Period, the Company will continue to carry on the Business in the ordinary course of business, working to preserve the attendant goodwill of the Company and to contribute to retention of that goodwill to the Closing Date, but subject to the following provisions of this Article 4. The following provisions of this Article 4 are intended to be in furtherance of this general commitment.

4.2 **Covenants of the Company.**

(a) The Company covenants and agrees that, during the Interim Period, except with respect to any matter contemplated by this Agreement or otherwise required by Law, or with the consent of China Keli, such consent not to be unreasonably withheld, conditioned or delayed, the Company will:

(i) carry on the Business in, and only in, the ordinary and regular course in substantially the same manner as heretofore conducted;

(ii) not issue any securities of the Company;

(iii) not permit the transfer or imposition of any Encumbrance on any of the Company Shares, save for any transfer or imposition of any Encumbrance created in the ordinary course of Business of the Company;

(iv) not reorganize, amalgamate or merge the Company with any other Person, nor permit the Company to acquire or agree to acquire by amalgamating, merging or consolidating with, purchasing substantially all of the assets of or otherwise, any business of any corporation, partnership, association or other business organization or division thereof;

(v) not permit the Company to guarantee the payment of indebtedness by, or any other obligation of, a Third Party or incur or repay any indebtedness for money borrowed prior to its maturity date or issue or sell any Debt Instruments, save for any Guarantee or obligation to incur or repay any indebtedness made in the ordinary course of Business of the Company;

(vi) except in the ordinary course of business, satisfy or settle any claims or liabilities of the Company prior to the same being due which are, individually or in the aggregate, material;

(vii) comply with the terms of all of the Company Material Agreements;

(viii) not fail to renew in any material respect any Company Material Agreement;

(ix) promptly advise China Keli orally and, if then requested, in writing, with the full particulars of any:

(A) event occurring subsequent to the date of this Agreement that would render any representation or warranty of the Company contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the date of this Agreement), if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect;

(B) Company Material Adverse Change; and

(C) breach by the Company of any covenant or agreement contained in this Agreement.

(b) The Company shall perform all obligations required or desirable to be performed by it under this Agreement and shall do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Transaction contemplated in this Agreement and without limiting the generality of the foregoing, the Company shall:

(i) use reasonable efforts to obtain, on or before the Closing Date, all Regulatory Approvals required by Governmental Entities for the Company;

(ii) to the best of its capabilities, defend all lawsuits or other legal, regulatory or other proceedings challenging or affecting this Agreement or the consummation of the Transaction contemplated hereby;

(iii) use reasonable efforts to have lifted or rescinded any injunction or restraining order or other order relating to it which may adversely affect the ability of the Company to consummate the Transaction contemplated hereby;

(iv) on or before the Closing Date, effect all necessary registrations, filings, notices and submissions of information required by Governmental Entities from the Company relating to the Transaction contemplated hereby;

(v) in connection with the Transaction contemplated hereby, use commercially reasonable efforts to obtain, before the Closing Date, all waivers, consents and approvals required to be obtained by from other parties pursuant to the Company Material Agreements; and

(vi) use reasonable efforts to satisfy all conditions precedent set forth in Section 5.1 and Section 5.2 of this Agreement.

4.3 **Covenants of China Keli.**

(a) China Keli covenants and agrees that, during the Interim Period, except with respect to any matter contemplated by this Agreement or otherwise required by Law, or with the consent of the Company, such consent not to be unreasonably withheld, conditioned or delayed, China Keli will:

(i) carry on its business in, and only in, the ordinary and regular course in substantially the same manner as heretofore conducted;

(ii) not issue any securities of China Keli, except in connection with the China Keli Offering or the Transaction contemplated by this Agreement;

(iii) not reorganize, amalgamate or merge with any other Person, nor acquire or agree to acquire by amalgamating, merging or consolidating with, purchasing substantially all of the assets of or otherwise, any business of any corporation, partnership, association or other business organization or division thereof;

(iv) not to guarantee the payment of indebtedness by, or any other obligation of, a Third Party or incur or repay any indebtedness for money borrowed prior to its maturity date or issue or sell any Debt Instruments;

(v) except in the ordinary course of business, satisfy or settle any claims or liabilities prior to the same being due which are, individually or in the aggregate, material;

(vi) promptly advise the Company and the Vendors orally and, if then requested, in writing, with the full particulars of any:

(A) event occurring subsequent to the date of this Agreement that would render any representation or warranty of China Keli contained in this Agreement (except any such representation or warranty which speaks as of a date prior to the date of this Agreement), if made on or as of the date of such event or the Closing Date, untrue or inaccurate in any material respect;

(B) China Keli Material Adverse Change; and

(C) breach by China Keli of any covenant or agreement contained in this Agreement.

(b) China Keli shall perform all obligations required or desirable to be performed by it under this Agreement and shall do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the Transaction contemplated by this Agreement and, without limiting the generality of the foregoing, China Keli shall:

(i) use best efforts to complete the China Keli Offering;

(ii) use best efforts to elect or appoint 2nominees of the Vendors as directors of China Keli or the Resulting Issuer on or prior to the Closing Date, and to appoint the officer nominees of the Vendor for President, Chief Executive Officer, and up to 2 Vice Presidents;

(iii) use reasonable efforts to obtain the CSE Approval;

(iv) defend all lawsuits or other legal, regulatory or other proceedings challenging or affecting this Agreement or the consummation of the Transaction contemplated hereby;

(v) use reasonable best efforts to have lifted or rescinded any injunction or restraining order or other order relating to China Keli which may adversely affect the ability of China Keli to consummate the Transaction contemplated hereby;

(vi) on or before the Closing Date, effect all necessary registrations, filings and submissions of information required by Governmental Entities from China Keli relating to the Transaction contemplated herein; and

(vii) use commercially reasonable efforts to satisfy all conditions precedent set forth in Section 5.1 and Section 5.3 of this Agreement.

4.4 **Filing Statement.**

(a) As promptly as reasonably practicable following execution of this Agreement, the Company and China Keli shall cooperate in preparing a mutually acceptable Filing Statement together with any other documents required by the CSE in connection with the CSE listing application.

(b) Each of China Keli and the Company shall ensure that the Filing Statement is complete and accurate in all material respects and complies in all material respects with all applicable Laws. Without limiting the generality of the foregoing, each of China Keli and the Company shall ensure that the Filing Statement does not contain any Misrepresentation (other than in each case with respect to any information relating to and provided by the other Party). Each of China Keli and the Company acknowledges that the other Party shall not be responsible for ensuring the completeness, accuracy or sufficiency of any information relating to it.

4.5 **Covenant Regarding Representations and Warranties.** Each of the Company, the Vendors and China Keli covenant that they will use commercially reasonable efforts to ensure that the representations and warranties given by such Party and contained in Article 3 are true and correct on and as at the Closing Date (except as affected by transactions contemplated or permitted by this Agreement or otherwise consented to by the other Party) or if not true, do not have a Material Adverse Effect on either China Keli or the Company.

4.6 **Confirmatory Due Diligence.** During the Interim Period, each of the Company and China Keli will provide to the other with reasonable access to its facilities, properties, personnel, books, records, documents and information to allow the other to conduct confirmatory due diligence, which includes confirming that conditions precedent have been met, representations and warranties are true and correct, and there is no Material Adverse Effect.

4.7 **Trinitan Advance.** As soon as practicable following the Closing Date, the Resulting Issuer shall repay the Trinitan Advance.

ARTICLE 5
CONDITIONS

5.1 **Mutual Conditions Precedent.** The respective obligations of the Parties to complete the Transaction contemplated by this Agreement shall be subject to the satisfaction, on or before the Closing Date, of the following conditions precedent, each of which may only be waived by the mutual consent of China Keli and the Company:

(a) the CSE Approval and NEX Approval shall have been obtained;

(b) the China Keli Offering shall have been completed;

(c) there shall not be in force any order or decree restraining or enjoining the consummation of the Transaction contemplated by this Agreement and there shall be no proceeding, of a judicial or administrative nature or otherwise, in progress or threatened that relates to or results from the Transaction contemplated by this Agreement that would, if successful, result in an order or ruling that would preclude completion of the Transaction contemplated by this Agreement in accordance with the terms hereof or would otherwise be inconsistent with the Regulatory Approvals which have been obtained;

(d) this Agreement shall not have been terminated pursuant to Article 7; and

(e) all other consents, waivers, permits, orders and approvals of any Governmental Entity, and the expiry of any waiting periods, in connection with, or required to permit the consummation of the Transaction and the other transactions contemplated herein, the failure of which to obtain or the non-expiry of which would have a Material Adverse Effect on China Keli or the Company shall have been obtained or received on terms that will not have a Material Adverse Effect on China Keli and/or the Company.

5.2 **Additional Conditions Precedent to the Obligations of China Keli**. The obligations of China Keli to complete the Transaction contemplated by this Agreement shall also be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the exclusive benefit of China Keli and may be waived by China Keli):

(a) all covenants and agreements of the Company under this Agreement to be performed or observed on or before the Closing Date shall have been duly performed and observed by the Company in all material respects and China Keli shall have received a certificate of the Company addressed to China Keli and dated the Closing Date, signed on behalf of the Company by one senior executive officer of the Company confirming the same as at the Closing Date;

(b) the representations and warranties of the Company and the Vendors:

(i) set forth in Section 3.1 and Section 3.2 shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of a specified date which is earlier than the date of this Agreement, in which event such representations and warranties shall be true and correct in all respects as of such earlier specified date, or except as affected by transactions contemplated or permitted by this Agreement or otherwise consented to by China Keli), except where any failure or failures of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on the Company;

(c) China Keli shall have received a certificate of the Company addressed to China Keli and dated the Closing Date, signed on behalf of the Company by one senior executive officer of the Company confirming the items in Section 5.2(b) as at the Closing Date;

(d) all of the documents listed in Section 6.1 shall have been delivered by the Company and the Vendors;

(e) between the date hereof and the Closing Date, there shall not have occurred, in the judgment of China Keli, acting reasonably and in good faith, a Company Material Adverse Change;

(f) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity, in each case that has a reasonable likelihood of success:

(i) seeking to restrain or prohibit the consummation of the Transaction contemplated by this Agreement or seeking to obtain from any of the Parties any Damages that are material in relation to the Company;

(ii) seeking to prohibit or materially limit the ownership or operation by China Keli of any material portion of the business or assets of the Company or to compel China Keli to dispose of or hold separate any material portion of the business or assets of the Company;

(iii) seeking to impose limitations on the ability of China Keli to acquire or hold or exercise full rights of ownership of the Company Shares;

(iv) seeking to prohibit China Keli from effectively controlling in any material respect the Business or operations of the Company; or

(v) which otherwise is reasonably likely to have a Material Adverse Effect on the Company or China Keli; and

(g) all consents, approvals, authorizations and waivers of any Persons (other than Governmental Entities) which are required or necessary for the completion of the Transaction and other transactions contemplated hereby (including all consents, approvals, authorizations and waivers required under the Company Material Agreements) shall have been obtained or received on terms which are acceptable to China Keli, acting reasonably.

China Keli may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by it with its obligations under this Agreement if the condition precedent would have been satisfied but for a material default by China Keli in complying with its obligations hereunder.

5.3 **Additional Conditions Precedent to the Obligations of the Company and the Vendors**. The obligations of the Company and the Vendors to complete the Transaction contemplated by this Agreement shall also be subject to the satisfaction, on or before the Closing Date, of each of the following conditions precedent (each of which is for the exclusive benefit of the Vendors and the Company and may be waived by the Vendors and the Company):

(a) all covenants and agreements of China Keli under this Agreement to be performed or observed on or before the Closing Date shall have been duly performed by China Keli in all material respects and the Company shall have received a certificate of China Keli addressed to the Company and dated the Closing Date, signed on behalf of China Keli by two senior executive officers of China Keli confirming the same as at the Closing Date;

(b) the representations and warranties of China Keli:

(i) set forth in Section 3.3 shall be true and correct in all material respects as of the date of this Agreement and as of Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of a specified date which is earlier than the date of this Agreement, in which event such representations and warranties shall be true and correct in all respects as of such earlier specified date, or except as affected by transactions contemplated or permitted by this Agreement), except where any failure or failures of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on China Keli;

(c) the Company shall have received a certificate of China Keli addressed to the Company and dated the Closing Date, signed on behalf of China Keli by two senior executive officers of China Keli confirming the items in Section 5.3(b) as at the Closing Date;

(d) all of the documents listed in Section 6.2 shall have been delivered by China Keli;

(e) there shall not be pending or threatened any suit, action or proceeding by any Governmental Entity, in each case that has a reasonable likelihood of success:

(i) seeking to restrain or prohibit the consummation of the Transaction contemplated by this Agreement or seeking to obtain from any of the Parties any Damages that are material in relation to China Keli; or

(ii) which otherwise is reasonably likely to have a Material Adverse Effect on the Company or China Keli; and

(f) all consents, approvals, authorizations and waivers of any Persons (other than Governmental Entities) which are required or necessary for the completion of the Transaction and other transactions contemplated hereby shall have been obtained or received on terms which are acceptable to the Company and Vendors, acting reasonably.

The Company and the Vendors may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by the Company or the Vendors with their obligations under this Agreement if the condition precedent would have been satisfied but for a material default by the Company or the Vendors in complying with its obligations hereunder.

5.4 **Notice and Cure Provisions**. Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

(a) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect between the date hereof and the Closing Date;

(b) result in the failure to comply with or satisfy any covenant or agreement to be complied with or satisfied by such Party hereunder prior to the Closing Date; or

(c) result in the failure to satisfy any of the conditions precedent in favour of the other Party hereto contained in Section 5.1, 5.2 and 5.3, as the case may be.

Subject as herein provided, a Party may elect not to complete the Transaction contemplated hereby pursuant to the conditions precedent contained in Sections 5.1, 5.2 and 5.3 in favour of such Party, or exercise any termination right arising therefrom, if forthwith, and in any event prior to the Closing Date, such Party has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered and the Party receiving such notice is proceeding diligently to cure such matter, if such matter is susceptible to being cured, the Party delivering such notice may not terminate this Agreement until the earlier of the Outside Date and the expiration of a period of 30 (thirty) Business Days from such notice.

5.5 **Satisfaction of Conditions**. The conditions precedent set out in Sections 5.1, 5.2 and 5.3 shall be conclusively deemed to have been satisfied, waived or released when, with the approval of China Keli and the Vendors, the Transaction is completed.

ARTICLE 6
DELIVERIES AT CLOSING

6.1 **The Company and Vendors' Deliveries.** On the Closing Date, the Company and the Vendors will deliver or cause to be delivered to China Keli:

(a) the certificates referred to in Sections 5.2(a) and 5.2(c);

(b) certified copies of the resolutions of the boards of directors, commissioners and/or shareholders of the Company and approving the Transaction and the transfer of all of the Transferred Shares;

(c) a share certificate or a collective shares certificate representing all of the Transferred Shares in the name of China Keli issued by the Board of Directors of the Company;

(d) The shareholder's registry of the Company issued by the Company representing all of the Transferred Shares registered in the name of China Keli;

(e) an opinion of Indonesia Counsel as to due incorporation, good standing, corporate authority and capacity to enter into and complete the Transaction, due execution, delivery and delivery of the Transaction agreements and the performance of the obligations thereunder, the ownership of the Company following the Transaction and such other matters as may be reasonably requested by China Keli; and

(f) all other necessary consents, resolutions, approvals, waivers, and authorizations required to enable the transfer all of the Company Shares to China Keli as provided for in this Agreement including, for greater certainty, any consents required under the Company Material Agreements.

6.2 **China Keli Deliveries.** On the Closing Date, China Keli will deliver or cause to be delivered to the Vendors:

(a) the certificates referred to in Sections 5.3(a) and 5.3(c);

(b) a certificate of good standing issued by the British Columbia Corporate Registry for China Keli;

(c) certified copies of the resolutions of the board of directors of China Keli approving the Transaction and the issuance of the Consideration Shares;

(d) resignations of certain the current directors and/or officers of China Keli, as agreed prior to the Closing Date between China Keli and the Vendors, and releases of all claims against China Keli from each of such directors and/or officers;

(e) certified copies of the board of directors or shareholders of China Keli reconstituting the directors and officers of the Resulting Issuer, electing and/or appointing the individuals agreed between China Keli and the Vendors and in accordance with CSE policies; and

(f) certificates or DRS statements representing the Consideration Shares and special warrants registered to the Vendors or, if such certificates or DRS statements are subject to escrow as required by the CSE, evidence that such Consideration Shares and special warrants have been issued; and

(g) certificates representing the 50,000,000 Performance Warrants.

ARTICLE 7
AMENDMENT AND TERMINATION

7.1 **Amendment**. This Agreement may, at any time and from time to time be amended by mutual written agreement of the Parties hereto.

7.2 **Termination.**

(a) This Agreement may:

(i) be terminated by the mutual agreement of the Company, the Vendors and China Keli;

(ii) be terminated by either the Company and the Vendors or China Keli, if:

(A) there shall be passed any Law that makes consummation of the Transaction contemplated by this Agreement illegal or otherwise prohibited or if any Governmental Entity shall have issued any injunction, order, decree or ruling enjoining China Keli or the Company and the Vendors from consummating the Transaction contemplated by this Agreement and such injunction, order, decree or ruling shall become final and non-appealable;

(B) subject to Section 5.4, the other Party is in default of a covenant or obligation hereunder such that the conditions contained in Section 5.2(a) or 5.3(a), as applicable, would be incapable of satisfaction, provided that the Party seeking to terminate this Agreement is not then in breach of this Agreement so as to cause any condition in favour of all Parties or in favour of the other Parties not to be satisfied;

(C) subject to Section 5.4, any representation or warranty of the other Party under this Agreement is untrue or incorrect and shall have become untrue or incorrect such that the conditions contained in Section 5.2(b) or 5.3(b), as applicable, would be incapable of satisfaction, provided that the Party seeking to terminate this

Agreement is not then in breach of this Agreement so as to cause any condition in favour of all Parties or in favour of the other Parties not to be satisfied; or

(D) the Closing Date does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(a)(ii)(D) if the failure of the Closing Date to so occur has been a principal cause of, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement.

(b) In the event of the termination of this Agreement as provided in Section 7.2, this Agreement will be of no further force or effect and there will be no obligation on the part of the Parties to this Agreement, except with respect to Section 8.4 and Section 8.10, provided however, that no termination of this Agreement will relieve any Party of liability for any breaches of this Agreement that are based on a wrongful refusal or failure to perform any obligations under this Agreement.

ARTICLE 8
GENERAL

8.1 **Notices**. All notices and other communications 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 deemed to be validly given if served personally or by email, in each case addressed to the particular party at:

(a) If to China Keli:

China Keli Electric Company Ltd.
850-1095 West Pender Street
Vancouver, British Columbia
V6E 2M6

Attention: Philip Lo
Email: **[redacted]**

(b) If to the Company:

PT Hydrotech Metal Indonesia
Kampung Parung Tanjung Nomor 89
Kel. Cicadas, Kec. Gunung Putri
Kab. Bogor, Pov. Jawa Barat, Indonesia

Attention: Widodo Sucipto
Email: **[redacted]**

(c) If to the Vendors:

PT Trinitan Green Energy Metals

Kampung Parung Tanjung Nomor 89
Kel. Cicadas, Kec. Gunung Putri
Kab. Bogor, Pov. Jawa Barat, Indonesia

Attention: Widodo Sucipto
Email: **[redacted]**

PT Trinitan Resourcetama Indonesia
Gedung Graha Mampang Lt 3 Suite 305
Jl. Mampang Prapatan Raya No.100, Pancoran
Jakarta Selatan, Indonesia

Attention: Richard Tandiono
Email: **[redacted]**

or at such other address of which any Party may, from time to time, advise the other Parties by notice in writing given in accordance with the foregoing. The date of receipt of any such notice shall be deemed to be the date of delivery or emailing thereof.

8.2 **Assignment**. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any Party without the prior written consent of the other Party.

8.3 **Binding Effect**. This Agreement and the Transaction shall be binding upon and shall enure to the benefit of the Parties hereto and their respective successors.

8.4 **Confidentiality**. (a) For the purposes of this Section 8.4, "**Confidential Information**" of a Party at any time means all information relating to that Party which at the time is of a confidential nature (whether or not specifically identified as confidential), is known or should be known by the other relevant Party or its Representatives as being confidential, and has been or is from time to time made known to or is otherwise learned by the relevant other Party or any of its Representatives as a result of the matters provided for in this Agreement, and includes:

(i) a Party's business records; and

(ii) all other information and documentation with respect to the Parties, their respective businesses including all notes, analyses, compilations, studies, summaries and other material prepared by a Party and its Representatives as a result of their review of such information or documentation.

(b) Notwithstanding the foregoing, Confidential Information does not include any information that at the time has become generally available to the public other than as a result of a disclosure by the other Party or any of its Representatives, any information that was available to the other Party or its Representatives on a non-confidential basis before the date of this Agreement or any information that becomes available to the other Party or its Representatives on a non-confidential basis from a Person (other than the Party to which the information relates or any of its Representatives) who is not, to the knowledge of the other Party or its Representatives, otherwise bound by confidentiality obligations to the Party to which the information relates in respect of the information or otherwise prohibited from transmitting the information to the other Party or its Representatives.

(c) Each Party shall (and shall cause each of its Representatives to) use its commercially reasonable efforts to hold in confidence, other than as expressly contemplated by this Agreement, all Confidential Information of the other Party.

(d) Section 8.4(c) shall not apply to the disclosure of any Confidential Information where that disclosure is required by Law. In that case, the Party required to disclose (or whose Representative is required to disclose) shall, as soon as possible in the circumstances, notify the other Parties of the requirement of the disclosure including the nature and extent of the disclosure and the provision of Law pursuant to which the disclosure is required. To the extent possible, the Party required to make the disclosure shall, before doing so, provide to the other Parties the text of any disclosure. On receiving the notification, the other Parties may take any reasonable action to challenge the requirement, and the affected Party shall (or shall cause the applicable Representative to), at the expense of the Party or Parties challenging the requirement, assist the Party or Parties in taking that reasonable action to challenge the requirement.

(e) Following the termination of this Agreement in accordance with its terms, each Party shall (and shall cause each of its Representatives to) promptly, on a request from any other Party, return to the requesting Party all copies of any tangible items (other than this Agreement), if any, that are or that contain Confidential Information of the requesting Party, except that if the Party so obligated to return Confidential Information or its Representatives have prepared notes, analyses, compilations, studies or summaries containing or concerning any Confidential Information, then that Party may, instead of returning the notes, analyses, compilations, studies or summaries, destroy them and provide a certificate to that effect to the requesting Party; provided that a Party shall only be required to use commercially reasonable efforts to return or destroy any Confidential Information stored electronically, and neither a Party nor its Representatives shall be required to return or destroy any electronic copy of Confidential Information created pursuant to its or its Representatives' standard electronic backup and archival procedures, provided that:

(i) personnel whose functions are not primarily information technology in nature do not access such retained copies; and

(ii) personnel whose functions are primarily information technology in nature access such copies only as reasonably necessary for the performance of their information technology duties (e.g., for purposes of system recovery).

(f) Notwithstanding the foregoing provisions of Section 8.4(e), a Party may retain:

(i) a list of all Confidential Information so as to be able to identify the nature of the Confidential Information that the Party has returned or destroyed; provided, however, that a copy of such list is provided to the other Party contemporaneously with the return or destruction of such Confidential Information; and

(ii) any Confidential Information referred to in minutes of a meeting of the Party's board of directors or a committee thereof.

8.5 **Time of Essence**. Time is of the essence of this Agreement.

8.6 **Waiver and Modification**. Each of the Parties may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants herein contained for their respective benefit or waiver or consent to the modification of any of the obligations of the other Party hereto. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the Party granting such waiver or consent.

8.7 **Severability**. If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the Transaction contemplated herein is not affected in any material manner or would prevent or significantly impede or materially delay the completion of the Transaction.

8.8 **Mutual Interest**. Notwithstanding the fact that any part of this Agreement has been drafted or prepared by or on behalf of one of the Parties, all Parties confirm that they and their respective counsel have reviewed and negotiated this Agreement and that the Parties have adopted this Agreement as the joint agreement and understanding of the Parties, and the language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and the Parties waive the application of any Laws or rule of construction providing that ambiguities in any agreement or other document will be construed against the Party drafting such agreement or other document and agree that no rule of construction providing that a provision is to be interpreted in favour of the Person who contracted the obligation and against the Person who stipulated it will be applied against any Party.

8.9 **Further Assurances**. Each Party hereto shall, from time to time, and at all times hereafter, at the request of the other Party hereto, but without further consideration, do all such further acts and things and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent of this Agreement.

8.10 **Expenses**. All fees and expenses of the Parties incurred in connection with the preparation, execution and delivery of this Agreement and the Transaction will be borne by the Party incurring such expenses. For greater certainty, China Keli shall pay all fees and expenses relating to its own legal counsel, auditors and advisors and all fees with the NEX and the CSE; and the Company shall pay all fees and expenses incurred by it relating to its own legal counsel, accountants (with respect to the preparation of its financial statements) and advisors.

8.11 **Independent Legal Advice**. The Vendors acknowledge and agree that each of them has been advised to seek, had the opportunity to seek, and was not prevented from seeking independent legal advice prior to the execution and delivery of this Agreement and that, if any Vendor did not avail himself or itself of that opportunity prior to signing this Agreement, that Vendor did so voluntarily without any pressure or influence by any other Party hereto and agrees that his or its failure to obtain independent legal advice may not be used by such Vendor as a defence to the enforcement of such Vendor's obligations under this Agreement. Each of the Vendors acknowledge that Morris McManus Q.C. and Indonesian Counsel have acted as legal counsel to the Company only and CMJC Law Corporation has acted as legal counsel to China Keli only and neither of them has advised and will not be advising any of the Vendors on the matters set out in this Agreement or related thereto.

8.12 **Governing Law; Attornment; Service of Process**. This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein. Each of the Parties hereby irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement or the Transaction and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

8.13 **Counterparts**. This Agreement may be executed in one or more counterparts and by facsimile or other electronic means, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8.14 **Third Party Beneficiary**. Real Capital shall be a third party beneficiary to the agreements made hereunder between the Company and/or the Vendors, on the one hand, and China Keli, on the other hand, with respect to the issuance/payment of the Transaction Fee, Advisor Performance Warrants, Financing Fee and Finders' Warrants, as applicable, and shall have the right to enforce such agreements directly to the extent they may deem such enforcement necessary or advisable to protect their rights as if they were parties hereto.

8.15 **Language**. This Agreement has been executed in dual language in English and Indonesian languages. The Parties agree that in the event of any conflict or inconsistency, the English version of this Agreement shall prevail and be controlling in all respects, including but not limited to all questions of interpretation and performance, and the Indonesian language version of this Agreement will be deemed amended to the extent of such inconsistency to be in conformity with the English version of this Agreement.

[Remainder of page has been left intentionally blank]

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

CHINA KELI ELECTRIC COMPANY LTD.

By: (signed) "*Philip Tsz Fung Lo*"__________
Name: Philip Tsz Fung Lo
Title: Chief Executive Officer

PT HYDROTECH METAL INDONESIA

By: (signed) "*Widodo Sucipto*"_____________
Name: Widodo Sucipto
Title: Director

THE VENDORS:

PT TRINITAN GREEN ENERGY METALS

By: (signed) "*Widodo Sucipto*"______________
Name: Widodo Sucipto
Title: Director

PT TRINITAN RESOURCETAMA INDONESIA

By: (signed) "*Richard Tandiono*"____________
Name: Richard Tandiono
Title: Director

SCHEDULE "A"

VENDORS

Vendor	**Number of Company Shares**
PT Trinitan Green Energy Metals	57,964,375
PT Trinitan Resourcetama Indonesia	6,000,624

PT Trinitan Resourcetama Indonesiashall retain one (1) share of the Company.