

LOCK-UP AGREEMENT

THIS LOCK-UP AGREEMENT (this “**Agreement**”) is dated March 27, 2015 by and among Sunshine Kaidi New Energy Group Co., Ltd. (the “**Parent**”), a corporation governed by the laws of China, and Eugene Tenenbaum (the “**Seller**”), an individual residing in the city of Weybridge, United Kingdom.

WHEREAS:

- A. The Parent is willing to, either directly or indirectly through one or more subsidiaries (such Person or Persons being hereinafter referred to as the “**Offeror**”), make an offer to all of the Shareholders of Alter NRG Corp. (the “**Company**”) by way of a take-over bid to acquire all of the issued and outstanding common shares in the capital of the Company (the “**Common Shares**”), including Common Shares issued after the date of the Offer and prior to the Expiry Time upon the exercise of Options, on the terms and subject to the conditions set out in the Support Agreement (as defined below);
- B. The Offeror and the Parent are contemporaneously herewith entering into a support agreement (the “**Support Agreement**”) with the Company which provides for, among other things, the terms and conditions upon which the Offeror will make the Offer and the terms and conditions of the Offer;
- C. This Agreement sets out the terms and conditions of the Seller’s agreement to (a) support the Offer and, (b) irrevocably deposit or cause to be deposited under the Offer (i) all Common Shares legally or beneficially owned by the Seller, or over which the Seller exercises control or direction, as of the date hereof and (ii) all Common Shares legally or beneficially acquired by the Seller, or over which the Seller obtains control or direction, after the date hereof, including Common Shares acquired after the date hereof upon the exercise of Options (collectively, the “**Seller’s Securities**”); and
- D. Any capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Support Agreement.

NOW THEREFORE in consideration of the Parent agreeing to cause the Offeror to make the Offer, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parent and the Seller hereby covenant and agree as follows:

ARTICLE 1 THE OFFER

1.1 Offer for Common Shares

The Parent will cause the Offeror to (a) publicly announce its intention to make the Offer and (b) make the Offer on the terms and subject to the conditions set out in the Support Agreement.

1.2 Take-Up and Payment

Provided all conditions to the Offer set out in Schedule A to the Support Agreement have been satisfied or waived in accordance with the provisions of the Support Agreement, the Parent will cause the Offeror to take up and pay for all the Common Shares deposited under the Offer as soon as reasonably practicable and, in any event, not later than three Business Days following the time at which it first becomes entitled to take up such securities under the Offer pursuant to applicable Securities Laws.

1.3 Conditions

The conditions to the making of the Offer are set out in Section 2.2 of the Support Agreement and the conditions to the Offer are set out in Schedule A to the Support Agreement. All such conditions are for the sole benefit of the Offeror and the Offeror may, in its sole discretion, modify or waive any such term or condition in whole or in part, subject to the terms of the Support Agreement.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Seller

The Seller represents and warrants to and in favour of the Parent and the Offeror as follows as at the date hereof, and acknowledges that the Parent and the Offeror are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) **Ownership.** The Seller is the sole beneficial owner of, or exercises control or direction over, all of the Seller's Securities listed in Appendix A. The only Common Shares or securities convertible into Common Shares legally or beneficially owned by the Seller, or over which the Seller exercises control or direction, are those listed in Appendix A to this Agreement. Except for the Options set out in Appendix A, the Seller has no agreement or option, or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition by the Seller or transfer to the Seller of additional securities of the Company.
- (b) **Good Title.** The Seller's Securities to be acquired by the Offeror pursuant to the Offer will, immediately prior to the time at which the Offeror takes up and pays for such Seller's Securities, be beneficially owned by the Seller with good and marketable title, free and clear of any and all Encumbrances and are and will at such time be issued and outstanding as fully paid and non-assessable shares in the capital of the Company. Other than this Agreement, the Seller's Securities are not subject to any securityholders' agreement, voting trust or similar agreement or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a securityholders' agreement, voting trust or other agreement affecting the Seller's Securities (or any interest therein) or the ability of the Seller to exercise ownership rights thereto (including the right to sell and vote all the

Seller's Securities now held, and the right to sell and vote all the Seller's Securities hereafter acquired by the Seller).

- (c) **Existence and Authorization.** If the Seller is not an individual, the Seller is validly existing under the laws of its jurisdiction of formation, continuance, incorporation or organization and has all necessary power, authority and capacity to enter into this Agreement and to carry out its obligations hereunder.
- (d) **No Agreements.** No Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from the Seller, or any registered holder of the Seller's Securities, of any of the Seller's Securities, or any interest therein or right thereto, except pursuant to this Agreement.
- (e) **No Proceeding Pending.** There is no Legal Action or other proceeding pending or threatened against the Seller that relates or could relate to this Agreement or otherwise impair the ability of the Seller to perform its obligations under this Agreement or the title or rights of the Seller to any of the Seller's Securities.
- (f) **Non-Contravention.** The execution and delivery by the Seller of this Agreement, the authorization of this Agreement by the Seller, and the performance by the Seller of its obligations under this Agreement, (i) does not require any authorization to be obtained by the Seller, and (ii) will not (with or without notice or the lapse of time) result in a breach or a violation of (A) any Contract to which the Seller is a party or by which the Seller is bound, (B) any applicable Laws, or (C) if the Seller is not an individual, the articles, by-laws or other constating documents governing the Seller.
- (g) **Consents.** There is no requirement of the Seller to make any filing with, give any notice to, or obtain any permit, certificate, licence, sanction, ruling, order, exemption or consent, approval or waiver of, any Governmental Authority or other Person (including the lapse, without objection, of a prescribed time under applicable Laws that states that a transaction may be implemented if a prescribed time lapses following the giving of notice) as a condition to the lawful completion of the transactions contemplated by this Agreement or the Offer, or the execution and delivery by the Seller and enforcement against the Seller of this Agreement.
- (h) **Sophisticated Seller.** The Seller is a sophisticated seller with respect to the Seller's Securities and has independently and without reliance upon the Parent and/or the Offeror, and based on such information as the Seller has deemed appropriate, made its own analysis and decision to enter into this Agreement. The Seller acknowledges that the Parent and/or the Offeror has not made and does not make any representation or warranty, whether express or implied, of any kind or character except as expressly set forth in this Agreement.
- (i) **Execution and Delivery.** This Agreement has been duly executed and delivered by the Seller and constitutes a legal, valid and binding obligation of the Seller

enforceable against it in accordance with its terms except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditor's rights generally or (ii) general equitable principles.

2.2 Representations and Warranties of the Parent

The Parent represents and warrants to and in favour of the Seller that the representations and warranties made by the Offeror in sections 3.2(a) through 3.2(g) of the Support Agreement are true and correct on the date of this Agreement as though made on and as of this date, and acknowledges that the Seller is relying upon such representations and warranties in connection with the matters contemplated by this Agreement. For purposes of this Section 2.2, any reference to "this Agreement" and "hereby" in the representations and warranties of the Offeror in sections 3.2(a) through 3.2(g) of the Support Agreement shall be deemed to be a reference to both the Support Agreement and this Agreement.

ARTICLE 3 COVENANTS OF THE SELLER

3.1 General

The Seller covenants that from the date hereof until the earlier of (i) the termination of this Agreement pursuant to Section 5.1, or (ii) the Offeror having taken up and paid for Common Shares under the Offer, except in accordance with the provisions of this Agreement, the Seller will, and will cause any registered holder of the Seller's Securities to:

- (a) not, directly or indirectly, through any Representatives (i) solicit, assist, initiate, encourage, promote or otherwise facilitate (including by way of furnishing information or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding any Acquisition Proposal, (ii) provide any information to any Person or group in connection with any Acquisition Proposal, (iii) approve, accept, endorse, recommend, or expressly remain neutral with respect to or propose publicly to accept, approve, endorse, recommend, or expressly remain neutral with respect to, any Acquisition Proposal, (iv) accept or enter into or publicly propose to accept or enter into, any Contract (including a letter of intent, agreement in principle, agreement, understanding or arrangement or other contract) in respect of an Acquisition Proposal, (v) participate or engage in any discussions or negotiations regarding, or otherwise co-operate in any way with, any Acquisition Proposal, or (vi) assist or participate in, encourage or otherwise facilitate any effort or attempt by any Person (other than the Offeror and the Parent) to do or seek to do any of the foregoing;
- (b) immediately cease and cause to be terminated any existing solicitation, assistance, discussion, negotiation or process with or involving any Person or group (other than the Offeror and the Parent) or any Representative of any Person that may be

ongoing with respect to or which could reasonably be expected to lead to an Acquisition Proposal, whether or not initiated by the Company;

- (c) not grant an option on, sell, transfer, pledge, encumber, grant any Encumbrance on or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Seller's Securities, or any right or interest therein (legal or equitable), to any Person or group (other than the Offeror and the Parent) or agree to do any of the foregoing;
- (d) immediately revoke any proxy, power of attorney or other right to vote the Seller's Securities granted on or prior to the date of this Agreement, and not grant or agree to grant any proxy, power of attorney or other right to vote the Seller's Securities, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of securityholders or give consents or approval of any kind with respect to any of the Seller's Securities;
- (e) not requisition or join in any requisition of any meeting of holders of Common Shares;
- (f) promptly exercise the voting rights attaching to the Seller's Securities to oppose any Acquisition Proposal or any other action or proposed action by any Person (other than the Parent and/or the Offeror) which might reasonably be regarded as likely to reduce the success of, or delay, interfere or increase the costs of the completion of, the Offer (or any Alternative Transaction) and the other transactions contemplated by this Agreement;
- (g) not take any other action, or purposefully omit to take any action, of any kind, directly or indirectly (including by voting of any securities), which might reasonably be regarded as likely to reduce the success of, delay, or interfere with the completion of, the Offer (or any Alternative Transaction) and the other transactions contemplated by this Agreement;
- (h) not exercise any rights of dissent provided under applicable laws or otherwise in connection with the Offer or any Alternative Transaction;
- (i) not take any action of any kind, directly or indirectly, that would reasonably be expected to cause the representations or warranties of the Seller under this Agreement to be untrue; and
- (j) not do indirectly that which may not be done directly in respect of the restrictions in this Article 3.

3.2 Acknowledgement

If applicable, nothing in this Article 3 shall prevent the Seller from engaging, in the Seller's capacity as a director or officer of the Company, in discussions or negotiations with a Person in response to a *bona fide* Acquisition Proposal made by such Person (which Acquisition Proposal

did not result from a breach of this Agreement or the Support Agreement) in circumstances where the Company is permitted by the Support Agreement to engage in such discussions or negotiations. For greater certainty, the Seller acknowledges that this Section 3.2 shall not affect the Seller's obligation to deposit and tender (and, except as permitted by this Agreement, not withdraw) the Seller's Securities in accordance with the terms and conditions of this Agreement.

3.3 Alternative Transaction

If the Parent concludes after the date of this Agreement that it is necessary or desirable to proceed with an Alternative Transaction in accordance with the provisions of the Support Agreement, then the Seller irrevocably covenants to support the completion of such Alternative Transaction, including by voting the Seller's Securities in favour of any resolution or resolutions approving such Alternative Transaction.

3.4 Options

In accordance with section 2.8 of the Support Agreement, the Seller will, contemporaneously with the execution of this Agreement, deliver to the Company, the Parent and the Offeror, a duly completed and executed copy of an Option Exercise and Termination Agreement, if applicable, together with all other documentation as the Company and/or the Offeror may reasonably request on, or after, the date hereof. Seller acknowledges and agrees that pursuant to the aforementioned Option Exercise and Termination Agreement (and any other documentation as the Company and/or the Offeror may reasonably request), the Seller will hold no Options as of the time that the Offeror first takes up and pays for Common Shares pursuant to the Offer, subject to compliance by the Parent and the Offeror with the provisions thereof.

ARTICLE 4 DEPOSIT AND NON-WITHDRAWAL

4.1 Deposit

The Seller irrevocably and unconditionally agrees to validly deposit or cause to be validly deposited with the depositary under the Offer all of the Seller's Common Shares, together with duly completed and executed letters of transmittal (as applicable) and any other documents or agreements the Parent and/or the Offeror may reasonably request, not later than 20 days after the date of the Offer.

4.2 Non-Withdrawal

The Seller agrees that, except with the prior written consent of the Parent and/or the Offeror or if this Agreement has been terminated in accordance with Section 5.1, neither it nor any Person or entity on its behalf will withdraw or take any action to withdraw any of the Seller's Securities deposited under the Offer notwithstanding any statutory rights or other rights under the terms of the Offer or otherwise which it may have unless this Agreement is terminated in accordance with its terms prior to the taking up of the Seller's Securities under the Offer.

ARTICLE 5

TERMINATION OF AGREEMENT

5.1 Termination

This Agreement will terminate automatically concurrently with any termination of the Support Agreement in accordance with its terms. In addition this Agreement may be terminated:

- (a) by mutual written consent of Parent and the Seller;
- (b) by the Parent upon written notice to the Seller if the Seller is in material breach of any representation, warranty or covenant of the Seller contained in this Agreement, and, in each case, such non-compliance or inaccuracy is not curable or, if curable, is not cured by the earlier of (A) the date which is ten days from the date of written notice of such breach or inaccuracy and (B) the day prior to the Expiry Date; provided that at the time of such termination pursuant to this Section 5.1(b) by Parent and the Offeror, Parent and the Offeror are not in material default in the performance of their obligations under this Agreement; or
- (c) by the Seller upon written notice to Parent if:
 - (i) Parent or the Offeror is in material breach of any representation, warranty or covenant of Parent or the Offeror contained herein or in the Support Agreement and, in each case, such non-compliance or inaccuracy is not curable or, if curable, is not cured by the earlier of (A) the date which is ten days from the date of written notice of such breach or inaccuracy and (B) the day prior to the Expiry Date; provided that at the time of such termination pursuant to this Section 5.1(c)(i) by the Seller, the Seller is not in material default in the performance of its obligations under this Agreement;
 - (ii) the Seller's Securities have not been taken up and paid for by the Offeror by the Outside Date (for any reason other than the failure of the Seller to deposit the Seller's Securities under the Offer); or
 - (iii) the terms of the Offer do not conform in all respects with the terms contained in Schedule A of the Support Agreement (except as permitted by section 2.1(e) of the Support Agreement).

5.2 Effect of Termination

If this Agreement is terminated pursuant to Section 5.1, there shall be no liability or further obligation on the part of any party hereto; provided that nothing in this Section 5.2 shall release the parties to this Agreement of liability for breach of any representation, warranty or covenant of this Agreement occurring prior to the termination hereof. Upon termination of this Agreement, Seller shall be entitled to withdraw any of the Seller's Securities tendered to the Offer.

ARTICLE 6 GENERAL

6.1 Disclosure

The Seller consents to the Parent and/or the Offeror disclosing the existence and terms of this Agreement in any press release or other public disclosure document and consents to a copy of this Agreement being provided to the Company and being filed on the System for Electronic Document Analysis and Retrieval (SEDAR) on or following the date hereof at the discretion of the Company. The Seller acknowledges and agrees that a summary of this Agreement and the negotiations leading to its execution and delivery will appear in the Offer Documents, in the Directors' Circular and in any other public disclosure document required by Securities Laws in connection with any Alternative Transaction.

6.2 Further Assurances

Subject to the terms and conditions of this Agreement, the Seller agrees to cooperate in good faith and use all reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things necessary, proper or advisable (a) to consummate and make effective as promptly as is practicable the transactions contemplated herein, and (b) for the discharge by the Seller of its obligations under this Agreement, including its obligations under Securities Laws, including in each case the execution and delivery of such documents as the Parent and/or the Offeror may reasonably require.

6.3 Assignment

Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties without the prior express written consent of the other party. Notwithstanding the foregoing provisions of this Section 6.3, the Parent may assign all or any part of its rights and/or obligations under this Agreement to a wholly-owned Subsidiary of the Parent, provided that the Parent shall remain liable solidarily with its assignee for any obligations hereunder. Subject to the foregoing, this Agreement shall be binding upon and shall enure to the benefit of and be enforceable by each of the parties hereto and their respective successors, permitted assigns, heirs, executors and personal representatives.

6.4 Survival

The representations and warranties set forth in this Agreement shall survive for a period of two years following the purchase of the Seller's Securities.

6.5 Time

Time shall be of the essence of this Agreement.

6.6 Definitions, Gender, Number, Headings and Interpretive Provisions

- (a) Any capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Support Agreement. The words “**herein**”, “**hereto**”, and “**hereof**” and similar expressions refer to this Agreement, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.
- (b) Any reference in this Agreement to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (c) The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect its interpretation. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles, Sections and Appendices are to Articles and Sections of, and Appendices to, this Agreement.
- (d) Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada and “\$” refers to Canadian dollars.
- (e) References in this Agreement to the words “include”, “includes” or “including” shall be deemed to be followed by the words “without limitation” whether or not they are in fact followed by those words or words of like import.
- (f) References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person.
- (g) References to “**Common Shares**” and “**Seller’s Securities**” include any securities into which the Common Shares and other Options of the Company may be reclassified, subdivided, consolidated or converted and any rights and benefits arising therefrom, including any distributions of securities which may be declared in respect of such Company securities.
- (h) The parties to this Agreement waive the application of any Laws or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

6.7 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of Alberta and the federal laws of Canada applicable therein, and shall be construed and treated in all respects as an Alberta contract. Each party hereto hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters arising under and in relation to this Agreement.

6.8 Entire Agreement

This Agreement (including the Appendices hereto) and any other agreements expressly contemplated herein, and any other documents to be delivered in connection with the consummation of the transactions contemplated hereby and thereby, constitutes and comprises the entire agreement and understanding between the parties hereto with regard to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to the subject matter hereof. Appendix A hereto shall for all purposes form an integral part of this Agreement. The Seller acknowledges having been provided by the Company, and having reviewed, a copy of the Support Agreement.

6.9 Amendment

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

6.10 Specific Performance and Injunctions

The Seller recognizes and acknowledges that this Agreement is an integral part of the transactions contemplated in the Offer and that the Parent and the Offeror would not contemplate making the Offer unless this Agreement was executed, and that a breach by the Seller of any covenants or other commitments or obligations contained in the Agreement will cause the Parent and the Offeror to sustain injury for which it would not have an adequate remedy at Law for money damages. Therefore, each of the parties hereto agrees that, in the event of such breach, the Parent and the Offeror will be entitled to the remedy of specific performance of such obligation and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at Law or in equity, and the Seller further agrees to waive any requirement for the security or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. Such remedies will not be exclusive remedies for any breach of this Agreement but will be in addition to any other remedy to which the Parent and the Offeror may be entitled at Law or in equity.

6.11 Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the following Business Day if sent by prepaid overnight courier, to the parties hereto at the following addresses (or at such other addresses as shall be specified by any party by notice to the other given in accordance with these provisions):

The address for service for each of the parties hereto shall be as follows:

(a) If to the Seller:

Attention:

Eugene Tenenbaum

E-mail:

[REDACTED]

with a copy to:

Blake, Cassels & Graydon LLP
855 – 2nd Street S.W.
Suite 3500, Bankers Hall East Tower
Calgary, AB T2P 4J8

Attention: William Van Horne
Telecopy No.: 403-260-9700
E-mail: william.vanhorne@blakes.com

(b) if to the Parent:

Kaidi Building
T1 Jiangxia Avenue
Eastlake Technology Development Zone
Wuhan, Hubei
China 430223

Attention: Li Jiawei
Telecopy No.: +86 27 67869280
E-mail: lijiawei@kaidihi.com

with a copy to:

Goodmans LLP
Bay Adelaide Centre
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7

Attention: Michael Partridge
Telecopy No.: (416) 979-1234
E-mail: mpartridge@goodmans.ca

6.12 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

6.13 Expenses

Each of the parties shall bear their own legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement.

6.14 Independent Legal Advice

The Seller acknowledges that:

- (a) the Seller has: (i) read this Agreement in its entirety, understands it and agrees to be bound by its terms and conditions; and (ii) been granted the opportunity to ask questions of, and to receive answers from, legal counsel concerning the terms and conditions of this Agreement;
- (b) the Seller has been advised to seek independent legal advice with respect to executing and delivering this Agreement and the Seller has received such advice or has, without undue influence, elected to waive the benefit of any such advice; and
- (c) the Seller is entering into this Agreement voluntarily.

6.15 Third Party Beneficiaries

Other than the Offeror, this Agreement is not intended to confer any rights or remedies upon any Person other than the parties to this Agreement. The Offeror shall be a third party beneficiary of this Agreement and shall be entitled to enforce the agreements, obligations and covenants contained herein. It is also the intention of the parties to this Agreement to constitute the Parent as trustee for the Offeror of the representations, warranties, agreements, obligations and covenants of the Seller contained in this Agreement and the Parent agrees to accept such trust and to hold and enforce such representations, warranties, agreements, obligations and covenants on behalf of the Offeror.

6.16 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The parties hereto shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of Page Intentionally Left Blank]

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

**SUNSHINE KAIDI NEW ENERGY GROUP
CO., LTD.**

Per: "Chen Yilong"

Name: Chen Yilong

Title: Chairman

[Seller Signature Page Follows]

"Witness"

Witness

"Eugene Tenenbaum"

Name: Eugene Tenenbaum

**APPENDIX A
SELLER'S SECURITIES**

Common Shares	
Registered Holder	Number of Common Shares

Options	
Number of Options	Exercise Price (\$)