Securities Pledge Agreement (the "Agreement")

THIS AGREEMENT dated as of 27th, September, 2013, is granted by:

> **FRANCISCO ROLANDO RINCON ROMO** of Paraiso #279, Col. San Juan; Tepic, Nayarit, Mexico, 63130

(the "**Grantor**");

IN FAVOUR OF

> **GAINEY CAPITAL CORP.,** a company under the laws of British Columbia with a registered office address of 1820 – 999 West Hastings Street, Vancouver, B.C. V6C 2W2, Canada

(the "**Secured Party**").

WHEREAS:

A. The Secured Party and Golden Anvil S.A. de C.V. ("**Golden**") entered into an amended and restated asset purchase agreement made as of June 3, 2013 (the "**Purchase Agreement**") wherein the Secured Party agreed to acquire, and Golden agreed to sell, all its right, title and interest in and to the Assets (as defined in the Purchase Agreement); and

B. This Agreement is executed and delivered by the Grantor pursuant to section 9.4 of the Purchase Agreement.

C. As at the date of this Agreement, the Pledged Shares are subject to a TSX Venture Exchange escrow agreement made as of September 27, 2013 among the Secured Party, Computershare Investor Services Inc. and certain shareholders of the Secured Party, including the Grantor ("**Escrow Agreement**").

NOW THEREFORE, for consideration, the receipt and sufficiency of which are acknowledged by the Grantor, the Grantor agrees as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, except where the context otherwise requires or unless otherwise defined:

(a) capitalized terms that are used and not otherwise defined have the meanings defined in the Purchase Agreement;

(b) the words "account", "certificated security", "control", "instrument", "intangible", "investment property", "money", "option", "security", "securities account", "security certificate", "security entitlement" and "uncertificated security" have the meanings defined in the PPSA;

(c) **"Collateral"** means the property in which a security interest is taken under Section 2.1;

(d) "**Dividends**" means, in relation to the Pledged Shares, all present and future:

(i) dividends and distributions of any kind and any other sum received or receivable;

(ii) rights, warrants, shares, money or other assets accruing or offered by way of redemption, substitution, exchange, bonus, option, preference or otherwise;

(iii) allotments, offers and rights accruing or offered; and

(iv) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, the Pledged Shares;

(e) "**Event of Default**" has the meaning given in Section 5.1;

(f) "**PPSA**" means the *Personal Property Security Act*, R.S.B.C. 1996;

(g) "**Pledged Shares**" means the shares described in Schedule A under the heading of "Pledged Shares";

(h) "**Proceeds**" means "**proceeds**" as defined in the PPSA, and includes all Dividends;

(i) "**Purchase Agreement**" means the Purchase Agreement referred to in Recital A;

(j) "**Recipient's Address**" means:

(i) the address indicated for the recipient at the beginning of this Agreement, unless the recipient has given the sender written notice that the address is no longer effective and has given the sender an alternative address for notice; or

(ii) an address designated in writing by the recipient as his, her or its address, unless the recipient has given the sender written notice that the address is no longer effective and has given the sender an alternative address for notice;

(k) **"Secured Obligations"** means all obligations, indebtedness and liability of the Grantor to the Secured Party of every kind and description, alone or jointly with others, whether as principal or surety, direct or indirect, absolute or contingent, extended or renewed, due or to become due, now existing or hereafter arising, including all principal, interest, fees, charges, expenses, attorneys' fees and accountants fees;

(l) **"Security Interest"** means the security interest in the Collateral taken under this Agreement; and

(m) **"STA"** means the *Securities Transfer Act,* R.S.B.C. 2007.

1.2 Interpretation

In this Agreement:

(a) the division into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement;

(b) a reference to any legislation, statutory instrument or regulation or a section of it is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time;

(c) words in the singular include the plural and vice-versa and words in one gender include all genders;

(d) a reference to payment of the Secured Obligations includes performance of the Secured Obligations;

(e) a reference to an agreement or deed refers to that instrument as amended, restated, supplemented, replaced and/or substituted from time to time; and

(f) the headings are for convenience of reference only and do not affect the interpretation of this Agreement.

2. PLEDGE AND SECURITY INTERESTS

2.1 Pledge and Security Interests

As security for the payment and performance of the Secured Obligations, the Grantor hereby pledges, assigns, transfers and grants to the Secured Party, a security interest in, and a security interest is taken in, all of the Grantor’s right, title and interest in, to and under each of the following, in each case whether now owned or existing or hereafter owned or acquired and wherever located:

(a) all Pledged Shares and all Dividends;

(b) all certificates or other instruments representing any of the foregoing;

(c) all books and Records pertaining to the foregoing;

(d) to the extent not otherwise included, all Proceeds of each of the foregoing.

The Grantor acknowledges and agrees that the Collateral may be an Intangible, Investment Property, an Instrument or any other category of classification of collateral under the PPSA.

2.2 Attachment

The Grantor acknowledges:

(a) receipt of a copy of this Agreement;

(b) that value has been given; and

(c) that the Security Interest attaches upon the execution of this Agreement.

A security interest in any after-acquired property included in the Collateral attaches to that property upon the Grantor acquiring rights to that property or acquiring the power to transfer rights in that property to the Secured Party.

2.3 Grantor Remains Liable

Notwithstanding any provision in this Agreement to the contrary:

(a) the Grantor remains liable under all contracts and agreements included in the Collateral, to the extent set forth therein, to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, and the Secured Party does not have any obligation or liability under any such contracts and agreements, nor is the Secured Party obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder;

(b) the exercise by the Secured Party of any of its rights hereunder does not release the Grantor from any of its duties or obligations under any contracts and agreements included in the Collateral; and

(c) the Grantor agrees to indemnify and hold harmless the Secured Party from and against any and all liability arising from or in connection with the Grantor's duties and obligations under any contracts and agreements included in the Collateral.

Neither the Secured Party nor any purchaser at a foreclosure sale under this Agreement is obliged to assume any obligation or liability under any contracts and agreements included in the Collateral unless the Secured Party or any such purchaser expressly agrees in writing to assume any or all of said obligations.

2.4 Continuing Security

This Agreement and the Security Interest are general and continuing security for the payment of the Secured Obligations.

2.5 Additional Security

This Agreement and the Security Interest are in addition to and not in substitution for any other Security Interests now or hereafter taken by the Secured Party from the Grantor or from any other person.

3. GRANTOR'S REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Representations and Warranties

The Grantor represents, warrants and covenants to the Secured Party that:

(a) the Grantor has duly authorized, executed and delivered this Agreement and all other agreements and instruments to be executed in connection with this Agreement;

(b) this Agreement is a legal, valid and binding obligation of the Grantor enforceable in accordance with its terms;

(c) the Grantor lawfully owns and possesses, and has good title to, the Collateral which is present property, free from all security interests, charges, encumbrances, liens and claims, except the security interest and charges, if any, consented to in writing by the Secured Party and except for the restrictions contained in the Escrow Agreement;

(d) neither the execution and delivery of this Agreement nor the performance of the terms of this Agreement will conflict with, result in a breach of the provisions of or constitute a breach of any agreement, mortgage, order or other restriction to which the Grantor is a party or by which the Grantor is bound;

(e) the Pledged Shares are as set out in Schedule A;

(f) all of the Pledged Shares have been duly and validly issued and are fully paid and non assessable;

(g) the Pledged Shares are Certificated Securities and have been delivered to Computershare Investor Services Inc. pursuant to the Escrow Agreement. Concurrently with the execution of this Agreement, the Grantor shall execute and deliver to Computershare Investor Services Inc. an irrevocable direction, on terms satisfactory to the Secured Party, directing Computershare Investor Services Inc. to deliver any and all escrow securities to be released under the Escrow Agreement to the Secured Party; and

(h) prior to the release of the escrow securities by Computershare Investor Services Inc. under the Escrow Agreement, no person has “control” (as determined for the purposes of the PPSA) over any Collateral that is Investment Property. Upon the release of the escrow securities by Computershare Investor Services Inc. pursuant to the Escrow Agreement, the Secured Party will have “control” (as determined for the purposes of the PPSA) over any Collateral that is Investment Property, and all Collateral that is Investment Property and that is represented by Certificated Securities will be in the possession of the Secured Party.

All representations, warranties and covenants of the Grantor in this Agreement or in any certificate or other document delivered by or on behalf of the Grantor to or for the benefit of the Secured Party are material, shall survive and shall not merge upon the execution and delivery of this Agreement and shall continue in full force and effect. The Secured Party is deemed to have relied upon such representations, warranties and covenants notwithstanding any investigation made by or on behalf of the Secured Party at any time.

4. RIGHTS RELATING TO THE COLLATERAL

4.1 No Event of Default

So long as no Event of Default has occurred and is continuing:

(a) except as otherwise provided in this Section 4 or elsewhere herein, the Grantor shall be entitled to exercise or refrain from exercising any and all voting and other consensual rights pertaining to the Collateral or any part thereof for any purpose not inconsistent with the provisions of this Agreement or the Purchase Agreement; provided, however, that the Grantor will not be entitled to exercise any such right if the result thereof could materially and adversely affect the rights enuring to a holder of the Collateral or the rights and remedies of the Secured Party under this Agreement or the Purchase Agreement or the ability of the Secured Party to exercise the same;

(b) the Secured Party shall promptly execute and deliver (or cause to be executed and delivered) to the Grantor all proxies and other instruments as the Grantor may from time to time reasonably request for the purpose of enabling the Grantor to exercise the voting and other consensual rights when and to the extent that it is entitled to exercise the same pursuant to paragraph 4.1(a) and to receive the cash Dividends that it is entitled to receive pursuant to paragraph 4.1(c) below; and

(c) subject to the Escrow Agreement, the Grantor shall be entitled to receive and retain any and all cash Dividends, interest, principal, distributions, any security or other property paid on the Collateral to the extent and only to the extent that such cash Dividends, interest, principal, distributions, any Security or other property are permitted by, and otherwise paid in accordance with applicable laws. All non-cash Dividends, interest, principal, distributions, any Security or other property, and all Dividends, interest, principal, distributions, any Security or other property paid or payable in cash or otherwise in connection with a partial or total liquidation or dissolution, return of capital, capital surplus or paid-in surplus, and all other distributions (other than distributions referred to in the preceding sentence) made on or in respect of the Collateral, whether paid or payable in cash or otherwise, whether resulting from a subdivision, combination or reclassification of the outstanding capital of the Issuer of any Collateral or received in exchange for Collateral or any part thereof, or in redemption thereof, or as a result of any merger, amalgamation, consolidation, acquisition or other exchange of assets to which such Issuer may be a party or otherwise, shall be and become part of the Collateral without any further action. Subject to the Escrow Agreement, the Grantor shall immediately take all steps, if any, required, necessary or desirable to ensure the validity, perfection, priority and, if applicable, "control" (as determined for purposes of the PPSA) of the Secured Party over such Dividends, interest, principal, distributions, any Security or other property (including delivery thereof to the Secured Party) and pending any such action the Grantor shall be deemed to hold such Dividends, interest, principal, distributions, any Security or other property in trust for the benefit of the Secured Party and shall be segregated from all other property of the Grantor.

4.2 Upon Occurrence of Event of Default

In addition to the provisions of Section 5, upon the occurrence and during the continuance of an Event of Default:

(a) all rights of the Grantor to exercise or refrain from exercising the voting and other consensual rights that it would otherwise be entitled to exercise pursuant to Section 4.1 shall cease and all such rights shall thereupon become vested in the Secured Party who shall thereupon have the sole right to nominate a nominee to exercise such voting and other consensual rights provided that the Secured Party may, in its absolute discretion, permit the Grantor to exercise such rights;

(b) in order to permit the Secured Party to elect a nominee to exercise the voting and other consensual rights that it may be entitled to exercise pursuant hereto and to receive all Dividends, interest and other distributions that it may be entitled to receive hereunder:

(i) the Grantor shall promptly execute and deliver (or cause to be executed and delivered) to the Secured Party all proxies, Dividend payment orders and other instruments as the Secured Party may from time to time reasonably request; and

(ii) the Grantor acknowledges that the Secured Party may utilize the power of attorney set out in Section 6; and

(c) all rights of the Grantor to Dividends, interest or principal that the Grantor is authorized to receive pursuant to paragraph 4.1(c) shall cease, and all such rights shall thereupon become vested in the nominee of the Secured Party, which shall have the sole and exclusive right and authority to receive and retain such Dividends, interest or principal;

(d) the Secured Party has the right, without notice to the Grantor, to transfer all or any portion of the Collateral to its name or the name of its nominee or agent or to exchange any certificates representing any Investment Property for certificates of smaller or larger denominations.

After all Event of Defaults have been cured or waived, the Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of Section 4.1.

5. REMEDIES

5.1 Events of Default

The happening of any one or more of the following events constitutes default under this Agreement (each, an "**Event of Default**") and the Security Interest immediately becomes enforceable, unless waived by the Secured Party, in any of the following circumstances:

(a) the Grantor does not pay when due any of the Secured Obligations or continues to allow any Secured Obligations to remain unpaid when the repayment of such Secured Obligations is properly demanded by the Secured Party;

(b) other than with respect to the repayment of the Secured Obligations or any interest accrued thereon, the Grantor is in breach of any term of this or any other agreement with the Secured Party;

(c) the bankruptcy or insolvency of Golden or the Grantor, the filing against Golden or the Grantor of a petition in bankruptcy, the making of an authorized assignment for the benefit of creditors by Golden or the Grantor, the appointment of a receiver, receiver/manager or trustee for Golden or the Grantor or for any assets of Golden or the Grantor or the institution by or against Golden or the Grantor of any other type of insolvency proceedings under applicable bankruptcy legislation or otherwise;

(d) the institution by or against Golden or the Grantor of any formal or informal proceedings for the dissolution or liquidation of, settlement of claims against, or winding up of affairs of, Golden or the Grantor;

(e) if Golden or the Grantor commits or threatens to commit an act of bankruptcy;

(f) if any execution, sequestration, extent or other process of any court becomes enforceable against Golden or the Grantor or if a distress or analogous process is levied upon the assets of Golden or the Grantor or any part thereof;

(g) if any certificate, statement, representation, warranty or audit report previously or hereafter furnished by or on behalf of Golden or the Grantor pursuant to or in connection with the Purchase Agreement, this Agreement or otherwise (including the representations and warranties contained herein) or as an inducement to the Secured Party to extend any credit to or to enter into this or any other agreement with Golden or the Grantor, proves to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or proves to have omitted any substantial, contingent or unliquidated liability or claim of Golden or the Grantor; or

(h) if a default or event of default occurs under the Purchase Agreement or the Grantor breaches any of its obligations under the guarantee dated on or around the date hereof issued by the Grantor to the Secured Party, or any representation or warranty of the Grantor under this Agreement is not true or correct or is misleading in any respect.

5.2 Secured Party's Rights and Remedies

Upon the occurrence of an Event of Default, in addition to the provisions of Section 4.2, the Secured Party may declare any or all of the Secured Obligations that is not payable on demand to be immediately due and payable, and the Secured Party has the right, in addition to all other rights and remedies provided for herein or otherwise available to it at law or in equity, to exercise all the rights and remedies of a secured party on default under the PPSA (whether or not the PPSA applies to the affected Collateral), and the Secured Party may exercise such rights and remedies separately, successively or simultaneously. Without limitation, the Secured Party may, upon the occurrence of any Event of Default:

(a) **Appointment of Receiver** – Appoint by instrument in writing a receiver (which term shall include a receiver and manager or agent) of all or any part of the Collateral Securities and remove or replace such receiver from time to time or may institute proceedings in any court of competent jurisdiction for the appointment of a receiver. Any such receiver appointed by the Secured Party, with respect to responsibility for its acts, shall, to the extent permitted by applicable Law, be deemed the agent of the Grantor and not of the Secured Party. Where the "**Secured Party**" is referred to in this Section 5 the reference includes, where the context permits, any receiver so appointed and the officers, employees, servants or agents of such receiver;

(b) **Retain the Collateral** – Irrevocably elect to retain all or part of the Collateral by giving notice to the Grantor;

(c) **Dispose of the Collateral** – Realize upon or dispose of all or part of the Collateral by public auction, private tender or private contract with or without notice, advertising or any other formality, all of which are waived by the Grantor to the extent permitted by law. The Secured Party may, to the extent permitted by law, at its absolute discretion, establish the terms of such disposition, including terms and conditions as to credit, upset, reserve bid or price. All payments made pursuant to such dispositions shall be credited against the Secured Obligations only as they are actually received. The Secured Party may, to the extent permitted by law, enter into, rescind or vary any contract for the disposition of any Collateral and may dispose of any Collateral again without being answerable for any related loss;

(d) **Rights as Owners** – Exercise any or all of the rights and privileges attaching to the Collateral and deal with Collateral as if the Secured Party were the absolute owner of the Collateral (including causing Collateral that is Investment Property to be registered in the name of the Secured Party, the right to exchange at its absolute discretion, any and all of the Collateral that is Investment Property upon the Issuer's amalgamation, merger, consolidation, reorganization, recapitalization, restructuring or other readjustment or upon the Issuer's exercise of any right, privilege or option pertaining to any of the Collateral and to deposit and deliver any and all of the Collateral with any committee, depositary, transfer agent, registrar, Securities Intermediary, Futures Intermediary, clearing agency or other designated agency upon such terms and conditions as it may determine) and collect, draw upon, receive, appropriate and sell all or any part of the Collateral;

(e) **Application to Debt** – Apply any dividends, interest, distributions and other payments payable to the Secured Party in respect of the Collateral to the Secured Obligations, in any manner as the Secured Party, in its absolute discretion, shall deem appropriate;

(f) **Bankruptcy Claims** – File proofs of claims or other documents as may be necessary or desirable to have its claim lodged in any bankruptcy, winding-up, liquidation, arrangement, dissolution or other proceedings (voluntary or otherwise) relating to the Grantor;

(g) **Enforcing Third Party Obligations** – In the Grantor's name, perform, at the Grantor's expense, any and all of the Grantor's obligations or covenants relating to the Collateral and enforce performance by any other parties of their obligations in relation to the Collateral and settle any disputes with other persons upon terms that the Secured Party deems appropriate, in its absolute discretion; or

(h) **Payment of Deficiency** – If the proceeds of realization are insufficient to pay all monetary Secured Obligations, the Grantor shall forthwith pay or cause to be paid to the Secured Party any deficiency and the Secured Party may sue the Grantor to collect the amount of such deficiency.

5.3 Waivers and Extensions

(a) The Secured Party may waive default or any breach by the Grantor of any of the provisions contained in this Agreement. No waiver extends to a subsequent breach or default, whether or not the same as or similar to the breach or default waived and no act or omission of the Secured Party shall extend to or be taken in any manner whatsoever to affect any subsequent breach or default of the Grantor or the rights of the Secured Party resulting therefrom. Any such waiver must be in writing and signed by the Secured Party to be effective.

(b) The Secured Party may also grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release the Collateral to third parties and otherwise deal with the Grantor's guarantors or sureties and others and with the Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Grantor to the Secured Party's rights, remedies and powers under this Agreement. No extension of time, forbearance, indulgence or other accommodation now, previously or hereafter given by the Secured Party to the Grantor shall operate as a waiver, alteration or amendment of the rights of the Secured Party or otherwise preclude the Secured Party from enforcing such rights.

5.4 Remedies Cumulative

All rights and remedies of the Secured Party set out in this Agreement are cumulative.

5.5 Limitation of Liability

The Secured Party shall not be liable or accountable:

(a) for any loss occasioned by any sale or other dealing with the Collateral (whether on commercially reasonable terms or not) or the retention of, or failure to sell or otherwise deal with the Collateral; or

(b) for any failure to (i) exercise or exhaust any of its rights and remedies, (ii) take possession of, seize, collect, realize, sell, lease or otherwise dispose of or obtain payment for the Collateral, or (iii) protect the Collateral from depreciating in value or becoming worthless, and shall not, in each case, be bound to institute proceedings for such purposes or for the purpose of preserving any rights, remedies or powers of the Secured Party, the Grantor or any other person in respect of same.

The Grantor releases and discharges the Secured Party and the receiver from every claim of every nature, whether sounding in damages or not, which may arise or be caused to the Grantor or any Person claiming through or under the Grantor by reason or as a result of anything done or not done by the Secured Party or any successor or assign claiming through or under the Secured Party or the receiver under the provisions of this Agreement unless such claim is the result of dishonesty or gross neglect.

6. POWER OF ATTORNEY

The Grantor hereby irrevocably constitutes and appoints the Secured Party and each of its officers holding office from time to time as the true and lawful attorney of the Grantor with power of substitution in the name of the Grantor, to do any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Secured Party, in its absolute discretion, considers necessary or desirable to carry out the provisions and purposes of this Agreement or to exercise any of its rights and remedies hereunder, and to do all acts or things necessary to realize or collect the proceeds, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give receipts for moneys due and to become due under or in respect of any of the Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with paragraph (a) above;

(c) to file any claims or take any action or institute any proceedings which the Secured Party may reasonably deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of the Secured Party with respect to any of the Collateral;

(d) to perform the affirmative obligations of the Grantor hereunder; and

(e) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do, at the Secured Party's option and the Grantor's expense, at any time or from time to time, all acts and things that the Secured Party deems reasonably necessary to protect, preserve or realize upon the Collateral and the Secured Party's Security Interest therein in order to effect the intent of this Agreement, all as fully and effectively as the Grantor might do.

The power of attorney granted pursuant to this section is irrevocable (until termination of the Security Interest hereunder) and shall survive the disability or death of the Grantor and constitutes a power coupled with an interest. The Grantor agrees to ratify all acts of any such attorney taken or done in accordance with this section.

7. NOTICE

7.1 Means of Effecting Notice

Any notice under this Agreement must be in writing and may be effected by addressing the notice to the recipient and:

(a) handing it to the recipient (and notice is effectively given on handing it to the recipient);

(b) leaving it at the Recipient's Address (and notice is effectively given on delivery, whether or not the recipient sees it);

(c) subject to Section 7.2, sending it by ordinary mail with first class postage prepaid to the Recipient's Address (and notice is effectively given on the second Business Day after the next scheduled collection from the point of mailing);

(d) subject to Section 7.2, sending it by certified mail or registered mail to the Recipient's Address (and notice is effectively given on delivery or attempted delivery at the address shown, whether accepted or not);

(e) sending it by fax and receiving a transmission report indicating satisfactory transmission to a telephone number included in a current public directory as a fax number for the recipient or designated by the recipient in writing as his, her or its fax number (unless the recipient has given the sender written notice that the fax number is no longer effective) and notice is effectively given immediately if during the recipient's Business Day, but otherwise on the next Business Day; or

(f) sending it by telex and receiving the correct answer back code for the recipient (and notice is effectively given immediately if during the recipient's Business Day, but otherwise on the next Business Day).

7.2 Postal Disruption

If there is an interruption in normal mail service due to strike, labour unrest or other cause at or before the time a notice is sent by mail, then the notice must be effected as set out in Paragraphs 7.1(a), (b), (e) and (f).

8. GENERAL

8.1 Expenses

The Grantor shall forthwith reimburse the Secured Party on demand and on a full indemnity basis for all interest, commissions, costs of realization and enforcement and other costs and expenses (including reasonable legal fees and expenses on a full indemnity basis) incurred by the Secured Party or any receiver in connection with the preparation, execution, delivery, perfection, protection, enforcement of and advice with respect to this Agreement, including those arising in connection with the delivery, control, realization, disposition, retention, protection or collection of the Collateral or the Security Interest, and the priority, protection or enforcement of the rights of the Secured Party or any receiver and those incurred for registration of any financing statement registered in connection with the security interest in the Collateral.

8.2 Entire Agreement

This Agreement and the guarantee executed on or around the date hereof by the Grantor in favour of the Secured Party constitute the entire agreement and understanding between the Grantor and the Secured Party and supersede all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.

8.3 Amendment

No amendment, supplement, modification or termination of this Agreement is binding unless executed in writing by the Grantor and the Secured Party.

8.4 Assignment and Enurement

(g) The Secured Party may, without further notice to the Grantor, at any time assign this Agreement or grant a security interest in this Agreement. The Grantor does not have the right to assign this Agreement or any of its rights or obligations hereunder.

(h) The Grantor will not assert any defence, counterclaim, right of set-off or otherwise any claim which it now has or hereafter acquires against the Secured Party in any action commenced by any assignee of this Agreement or person to which the Secured Party has granted a security interest in this Agreement.

(i) This Guarantee is binding upon the heirs, executors, administrators, legal representatives, successors and permitted assigns of Grantor, and enures to the benefit of the successors and assigns of the Secured Party.

8.5 Further Assurances

The Grantor will execute and deliver to the Secured Party any other deeds, documents and assurances and do any other acts reasonably required by the Secured Party to carry out the true intent and meaning of this Agreement.

8.6 Satisfaction and Discharge

The Grantor acknowledges that it is not entitled to a discharge of this Agreement by reason only of any partial payment of the Secured Obligations or partial satisfaction of the Secured

Obligations or if the Grantor ceases to be indebted to the Secured Party. The Secured Party will only provide to the Grantor a discharge of this Agreement upon:

(j) full payment and satisfaction of all Secured Obligations;

(k) written request by the Grantor; and

(l) full payment to the Secured Party of all costs, charges, expenses and legal fees and disbursements (on a solicitor and own client basis) incurred by the Secured Party in connection with the Secured Obligations and the discharge.

8.7 Financing statement

The Grantor waives all rights to receive from the Secured Party a copy of any financing statement, financing change statement or verification statement filed at any time in respect of this Agreement.

IN WITNESS WHEREOF the Grantor has executed this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of	)	
"Marco Antonio Rincon Romo"	)	*"Francisco Rolando Rincon-Romo"*
Witness	)	**FRANCISCO ROLANDO RINCON-ROMO**
Marco Antonio Rincon Romo	)	
Name	)	
"[Redacted]"	)	
Address	)	
	)	
"Businessman"	)	
Occupation	)	

SCHEDULE A

PLEDGED SHARES

Issuer Name	Registered holder	Certificate Number	Number and Class of Shares Class of Shares / Units
Gainey Capital Corp.	Francisco Rolando Rincon-Romo		400,000 Common Shares