OPTION AGREEMENT

THIS AGREEMENT is made on March 7, 2024

AMONG:

GREEN IMPACT PARTNERS INC., a body incorporated pursuant to the laws of British Columbia and having an office in the City of Vancouver, in the Province of British Columbia (hereinafter referred to as the "**Optionor**")

and

1586328 Alberta Ltd., a body incorporated pursuant to the laws of Alberta (hereinafter referred to as "**158**")

and

Akira TCC Consulting Inc., a body incorporated pursuant to the laws of Alberta (hereinafter referred to as "**Akira**", together with 158, the "**Optionees**")

WHEREAS as consideration for the provision by the Optionees to the Optionor of funding amounts up to $6,000,000, the Optionor has agreed to grant the Optionees an option to acquire a 100% interest in investment tax credits held or expected to be held by the Optionor pursuant to and subject to the terms of this Agreement;

NOW THEREFORE, IN CONSIDERATION of the premises and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree as follows:

1. DEFINITIONS

In this Agreement:

(a) "**Affiliate**" means, in relation to a Party, another entity which, directly or indirectly through one or more other entities:

(i) is Controlled by such Party;

(ii) Controls such Party; or

(iii) is Controlled by an entity which also Controls such Party;

(b) "**Agreement**" means this agreement, including the recitals and all Schedules attached to this agreement, as amended or supplemented from time to time;

(c) "**Business Day**" means any day on which banks are open to transact commercial business generally in Calgary, Alberta, but specifically excluding any Saturday, any Sunday or any other day of the week that is a legal or statutory holiday in Calgary, Alberta;

(d) "**Change of Control**" means, in respect of the Optionor:

(i) any event as a result of or following which any Person, or group of Persons "acting jointly or in concert" within the meaning of Canadian securities laws, beneficially owns or exercises control or direction over an aggregate of more than 50% of the then outstanding voting rights of the Optionor, unless the holders of voting securities of the Optionor immediately prior to such event beneficially own or exercise control or direction over securities representing 50% or more of the voting control or direction of the Optionor upon completion of the event;

(ii) the Optionor's amalgamation, consolidation or merger with or into any other Person, any merger of another Person into the Optionor, unless the holders of voting securities of the Optionor immediately prior to such amalgamation, consolidation or merger hold securities representing 50% or more of the voting control or direction in the Optionor or the successor entity upon completion of the amalgamation, consolidation or merger; or

(iii) the direct or indirect sale or other transfer of all or substantially all of the consolidated assets of the Optionor to a third party;

(e) "**Closing**" means the closing of a sale that results from the exercise of the Option;

(f) "**Closing Date**" means the date on which the Closing occurs, in any case not to exceed 30 days from the date that the Option is exercised;

(g) "**Closing Documents**" means, in relation to the Option, any general conveyance or any other documentation as may be required or reasonably requested by the Optionees in order to effect the transfer of the Optionor's 100% undivided registered and beneficial right, title and interest in the ITCs;

(h) "**Closing Payment**" means the amount that is equal to the Purchase Price;

(i) "**Closing Statement**" has the meaning specified in Section 6(a);

(j) "**Closing Time**" means 10:00 a.m., local time in Calgary, Alberta on the Closing Date;

(k) "**Control**" means in respect of an entity, the ownership, directly or indirectly through one or more entities, of:

(i) in respect of a corporation, voting securities of the corporation carrying more than 50% of the votes that may be cast to elect its directors provided that such votes, if exercised, are sufficient to elect a majority of its directors; and

(ii) in respect of an entity that is not a corporation, voting rights in respect of the entity which are sufficient to direct or cause the direction of its material business decisions;

(l) "**Exercise Notice**" means a notice in the form of Schedule "A";

(m) "**Exercise Period**" means the period commencing on the date hereof and ending at 4:00 p.m. on the date that is five years from the date of this Agreement;

(n) "**Funding Commitment**" means a total of up to $6,000,000 to be paid by the Optionees to the Optionor as consideration for the Option, with such amounts expected to be paid at the following times:

(i) $2,500,000 on the date of this Agreement (the "**Initial Funding**");

(ii) $1,500,000 upon 30 days notice from the Optionor to the Optionees (the "**Secondary Funding**"); and

(iii) $2,000,000 upon 60 days notice from the Optionor to the Optionees post receipt of the Secondary Funding (the "**Third Funding**");

(o) "**GST**" means the goods and services tax imposed under Part IX of the Excise Tax Act (Canada) R.S.C. 1985, c .E-15;

(p) "**ITCs**" means the investment tax credits or funds recognized by the Optionor therefrom that the Optionor may receive from its Iowa renewable natural gas project of the Optionor;

(q) "**Option**" means the Optionees' option to acquire the ITCs from the Optionor;

(r) "**Party**" means the Optionor, Douglas or Sankappanavar and "**Parties**" means any or all of them, as applicable;

(s) "**Person**" means any individual, partnership, limited partnership, limited liability company, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;

(t) "**Purchase Price**" means the amount that is equal to 80% of the value of the ITCs as initially received by the Optionor less any amounts drawn on the Funding Commitment;

(u) "**Related Parties**" means, in respect of a Party, its Affiliates and the officers, directors, employees and contract workers of such Party and its Affiliates;

(v) "**Repurchase Interest Fee**" has the meaning ascribed thereto under Section 9(a);

(w) "**Repurchase Right**" has the meaning ascribed thereto under Section 9(a);

(x) "**Sales Tax**" means any sales, use, consumption, goods and services or similar tax, duty or charge but does not include income tax, capital tax or similar taxes.

2. INTERPRETATION

In this Agreement:

(a) **Consent** – Unless otherwise specified, whenever a provision of this Agreement requires an approval or consent of a Party, then, unless otherwise specified (i) such consent or approval shall not be unreasonably withheld nor delayed, and (ii) if such approval or consent is not delivered within the applicable time limit, the Party or Parties whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.

(b) **Currency** – Unless otherwise specified, all references to money amounts are to the lawful currency of Canada.

(c) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(d) **No Strict Construction** – Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.

(e) **Including** – Where "including" or "includes" is used, it means including (or includes) without limitation.

(f) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing one gender include all genders.

(g) **Statutory references** – A reference to a statute includes all regulations made pursuant to such statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes any such statute or any such regulation.

(h) **Time** – Time is of the essence in the performance of the Parties' respective obligations.

(i) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

3. SCHEDULES

The following Schedules are attached to and form part of this Agreement:

Schedule	**Description**
Schedule "A"	Exercise Notice

4. GRANT OF OPTION

(a) As consideration for the payment of the Funding Commitment by the Optionees to the Optionor, the Optionor hereby irrevocably grants to the Optionees the sole and exclusive right (the "**Option**") to acquire from the Optionor all of the Optionor's undivided 100% registered and beneficial right, title and interest in the ITCs (the "**Option Interest**"), at a price that is 80% of the ITCs value initially received by the Optionor (the "**Purchase Price**") Less any amounts drawn on the Funding Commitment;

(b) The Option shall last for a period of 5 years from the date of this Agreement (the "**Exercise Period**"), subject to earlier termination in accordance with the terms herein.

5. EXERCISE AND EXPIRY OF THE OPTION

(a) The Option may be exercised by the Optionees at any time during the Exercise Period (but not thereafter) by giving an Exercise Notice executed by the Optionees. The Option may not be exercised after the end of the Exercise Period.

(b) The Optionees shall not be bound to exercise the Option. Should the Optionees elect not to exercise the Option on or before the end of its Exercise Period, or if the Option is terminated prior to its exercise in accordance with Section 9 hereto, the Option shall terminate and the

Optionees shall have no further rights or interests hereunder in respect of the ITCs and all rights and obligations of the Parties hereunder in respect of the ITCs shall terminate.

(c) If the Optionees exercise the Option in accordance with the terms hereof, subject to satisfaction or waiver of the conditions applicable to the Option under Section 8, the Optionor shall sell to the Optionees, and the Optionees shall purchase from the Optionor, the Option Interest for the Purchase Price in accordance with the provisions of this Agreement.

6. CLOSING PAYMENT

If the Option is exercised by the Optionees:

(a) not later than five Business Days prior to the Closing Date, the Optionor shall deliver a statement (the "**Closing Statement**") to the Optionees setting forth:

(i) the Optionor's good faith estimate of the value of the ITCs, including the GST and any other Sales Tax that the Optionor is required to collect from the Optionee, if any, under applicable law in respect of the purchase of the Option Interest; and

(ii) the aggregate amount of the Purchase Price;

(b) at the Closing, the Optionees shall pay the Closing Payment to the Optionor in accordance with the instructions in the Closing Statement.

7. CLOSING

(a) Subject to Section 8, the Closing in respect of the purchase and sale resulting from the exercise of the Option shall take place virtually and at the Closing Time.

(b) Subject to Section 8, the following events shall occur at the Closing:

(i) the Optionees and the Optionor shall execute two copies (one for each of them) of the Closing Documents for the Option; and

(ii) the Optionees shall pay the Purchase Price for the Option in accordance with the instructions in the Closing Statement.

8. CONDITIONS TO CLOSING

(a) If the Option is exercised, the obligation of the Optionees to close the purchase of the Option Interest pursuant hereto will be subject to the satisfaction of the following conditions:

(i) in all material respects, the Optionor shall have performed or complied with all of the covenants to be performed or complied with by it pursuant to this Agreement at or prior to the applicable Closing Time;

(ii) the representations and warranties to be made by the Optionor shall be true and correct in all material respects as of the applicable Closing Time;

(iii) all consent of, notices to and approvals of governmental bodies or authorities in respect of the purchase and sale of the Option Interest required to be given or obtained under applicable law shall have been given or obtained on terms satisfactory to the Optionees acting reasonably.

The conditions in this Section 8(a) in respect of the Option are for the exclusive benefit of the Optionees and may be waived by them, in whole or in part, at their discretion by written notice to the Optionor at or before the completion of the Closing without prejudice to any claim the Optionees may have for any breach of any representation, warranty or covenant of the Optionor in this Agreement, whether similar or dissimilar to the condition or conditions waived. If any of such conditions are not satisfied or waived by the Optionees at or before the completion of the Closing, the Optionees may terminate its obligations to complete the purchase of the Option Interest by written notice to the Optionor prior to the completion of the Closing but not thereafter.

(b) If the Option is exercised, the obligation of the Optionor to close the sale of the Option Interest pursuant hereto will be subject to the satisfaction of the following conditions:

(i) the Option shall have been exercised by the Optionees in the manner required by Section 5(a) within the applicable Exercise Period;

(ii) in all material respects, the Optionees shall have performed or complied with all of the covenants to be performed or complied with by it pursuant to this Agreement at or prior to the applicable Closing Time;

(iii) all consent of, notices to and approvals of governmental bodies or authorities in respect of the purchase and sale of the Option Interest required to be given or obtained under applicable law shall have been given or obtained on terms satisfactory to the Optionor acting reasonably; and

(iv) at the applicable Closing Time, the Optionees shall have tendered or caused to be tendered to the Optionor the applicable Closing Payment.

The conditions in this Section 8(a) in respect of the Option are for the exclusive benefit of the Optionor and may be waived by it, in whole or in part, at its discretion by written notice to the Optionees at or before the completion of the Closing without prejudice to any claim the Optionor may have for any breach of any representation, warranty or covenant of the Optionees in this Agreement, whether similar or dissimilar to the condition or conditions waived. If any of such conditions are not satisfied or waived by the Optionor at or before the completion of the Closing, the Optionor may terminate its obligations to complete the sale of the Option Interest by written notice to the Optionees prior to the completion of the Closing but not thereafter.

9. REPURCHASE RIGHTS

(a) Subject to the terms of this Section 9, at any time during the Exercise Period, the Optionor may terminate the Option at its sole discretion (the "**Repurchase Right**") by making a cash payment to the Optionees of the amount of the outstanding Funding Commitment in addition to a fee equal to 1.25% accrued interest per month for each month that the Option remains outstanding (the "**Repurchase Interest Fee**").

(b) In the event that the Repurchase Right is exercised after the payment of the Initial Funding but before the Secondary Funding, payment for the Repurchase Right shall be in the amount of the Initial Funding plus the applicable Repurchase Interest Fee.

(c) If the Repurchase Right is exercised by the Optionor prior to the date that is 6 months from the date of this Agreement, the Optionor shall pay to the Optionees:

(i) in the event that only the Initial Funding has been paid by the Optionees, an amount equal to the Initial Funding plus a Repurchase Interest Fee equal to 12 months of accrued interest; or

(ii) in the event that the Initial Funding and Secondary Funding have been paid by the Optionees, an amount equal to the full Funding Commitment plus a Repurchase Interest Fee equal to 12 months of accrued interest;

(d) Subject to the earlier exercise of the Option by the Optionees or the Repurchase Right by the Optionor, the Optionor shall be obligated to exercise the Repurchase Right and repay to the Optionees all outstanding amounts of the Funding Commitment and the applicable Repurchase Interest Fee in the event that:

(i) there is a Change of Control of the Optionor at any time during the Exercise Period; or

(ii) the Optionor shall have closed project debt and equity financing for its Iowa renewable natural gas project;

(iii) the Optionor closes a transaction to sell 100% of its interest in its Iowa renewable natural gas project; or

(iv) the Optionor shall have closed project debt and equity financing for its Future Energy Park bio-fuels project; or

(v) the Optionor shall have received amounts from the ITCs greater than $10,000,000.

REPRESENTATIONS AND WARRANTIES

The Optionor represents and warrants to the other Parties that:

(e) it is a corporation duly organized and validly existing under the laws of its governing jurisdiction;

(f) it has the full power, authority and capacity to execute and deliver this Agreement and, at the Closing Time for the Option, it will have the full power, authority and capacity to execute and deliver the Closing Documents for such Option to which it is a party;

(g) the execution and delivery by it of this Agreement has been, and the execution and delivery by it of the Closing Documents executed by it at a Closing will be, duly authorized by the Optionor and this Agreement is, and such Closing Documents will be, binding and enforceable against the Optionor in accordance with their terms;

(h) the execution, delivery and performance of this Agreement do not, and the execution, delivery and performance of such Closing Documents will not, violate or conflict with any provision of law or any regulation, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any agreement binding upon it, in each case, in any respect that would affect the validity, enforceability or binding nature of this Agreement or such Closing Documents;

(i) it is not now, and it will not be at the Closing Time for any Option, a non-resident of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985, c. 1 (5^{th} Suppl.); and

(j) at the Closing Time for the Option, it shall be the legal and beneficial owner of the ITCs as constituted on the date thereof free and clear of liens claims and encumbrances.

10. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations and warranties in Section 9 of this Agreement shall survive the Closing for the Option and not be merged in any conveyances or other documents provided pursuant to this Agreement.

11. SEVERAL LIABILITY

The interests, rights, responsibilities, obligations and liabilities of the Parties under this Agreement shall be several, and not joint, or joint and several.

12. NOTICES

Any and all written notices required to be given or which may be given under this Agreement (including Exercise Notices) shall be in writing and delivered personally or by facsimile or other electronic message addressed as follows:

if to the Optionor:

[*Redacted - Contact Information*]

if to Akira:

[*Redacted - Contact Information*]

if to 158:

[*Redacted - Contact Information*]

Any notice, if delivered, shall be deemed to have been validly and effectively given and received on the date of delivery. Any notice sent by facsimile or other electronic communication shall be deemed to have been validly and effectively given and received on the date of transmission and receipt of a successful transmission report if it is a Business Day or the first Business Day thereafter if it is not. Any Party may at any time give notice to the other Party in writing of any change of address or facsimile number of the Party giving such notice and from and after the giving of such notice the address or facsimile number therein specified will be deemed to be the address or facsimile number of such Party for the purpose of giving notice hereunder.

13. FURTHER ASSURANCES

From time to time, as and when reasonably requested by any other Party, a Party shall execute and deliver or cause to be executed and delivered all such documents and instruments requested by such other Party and shall take or cause to be taken such further or other actions requested by such other Party that are necessary or advisable to implement or give effect to the sale of the Option Interest pursuant hereto, provided such documents, instruments or actions are consistent with the provisions of this Agreement. All such further documents, instruments or actions shall be delivered or taken at no additional consideration other than reimbursement of any expenses reasonably incurred by the Party providing such further documents or instruments or performing such further acts by the Party at whose request such documents or instruments were delivered or acts performed, other than its overhead and general administrative costs.

14. EXPENSES

Each Party shall pay all legal, accounting, and other professional advisory fees and all other fees, costs and expenses incurred by it and its Related Parties in connection with the negotiation, preparation, execution and delivery of this Agreement and all documents and instruments executed pursuant to this Agreement and any other costs and expenses incurred in connection therewith except to the extent entitled to recover same from the other Party in respect of a breach of this Agreement by another Party.

15. ASSIGNMENT

No Party may transfer or assign this Agreement except to an Affiliate, in whole or in part, without the prior written consent of the other Parties, such consent not to be unreasonably withheld.

16. AMENDMENT

This Agreement may not be varied or amended otherwise than by an instrument in writing dated subsequent to the date hereof executed by duly authorized representatives of the Parties.

17. SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if the invalid, illegal or unenforceable provision had never been contained herein unless the deletion of the provision would result in such a material change as to cause the completion of the transactions contemplated hereby to be unreasonable.

18. ENUREMENT

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the Parties hereto with respect to the subject matter hereof, including any term sheets or letter agreements. No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all Parties.

20. WAIVER

A waiver by any Party of any of the conditions, representations, warranties or covenants in this Agreement or any breach of this Agreement by the other Party shall:

(a) not take effect or be binding upon the waiving Party unless the waiver is expressed in writing under the authority of that Party;

(b) extend only to the condition, representation, warranty, covenant or breach that is expressly waived and shall not limit or affect any rights with respect to any other or future condition, representation, warranty, covenant or breach; and

(c) not constitute a waiver of any other condition, representation, warranty, covenant or breach of the other Party (whether or not similar) or a continuing waiver unless otherwise expressly provided therein.

21. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, other than any provision of such laws that would require the application of the laws of another jurisdiction, and shall be treated in all respects as an Alberta contract. The Parties do hereby irrevocably and unconditionally submit and attorn to the non-exclusive jurisdiction of the Courts of the Province of Alberta in connection with any disputes or other matters arising out of or in connection with this Agreement.

22. FACSIMILE AND COUNTERPART EXECUTION

This Agreement may be executed by facsimile and in counterpart, no one copy of which need be executed by the Parties, provided that any Party executing by facsimile shall promptly provide the other Parties with an original of its signed execution page of this Agreement. A valid and binding contract shall arise if and when counterpart execution pages (including as may be delivered by facsimile) are executed and delivered by the Parties.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by the hands of their respective officers authorized in that behalf all as of the day and year first above written.

GREEN IMPACT PARTNERS

By: (Signed) "*Kathy Bolton*"
Name: Kathy Bolton
Title: CFO

(Signed) "*Jesse Douglas*"
1586328 Alberta Ltd.

(Signed) "*Geeta Sankappanavar*"
Akira TCC Consulting Inc.

SCHEDULE “A”

TO THE OPTION AGREEMENT DATED _____________, 2024
AMONG GREEN IMPACT PARTNERS, JESSE DOUGLAS AND GEETA SANKAPPANAVAR

EXERCISE NOTICE

To: Green Impact Partners Inc. (the “Optionor”)

Re: Option Agreement dated ______________, 2024 among Green Impact Partners, Jesse Douglas and Geeta Sankappanavar (the “**Option Agreement**”)

1. The undersigned hereby exercises the Option in respect of the ITCs described in the Option Agreement for the Purchase Price of [♦] as set out on the Closing Statement delivered to the Optionees on _____________, representing 80% of the value of the ITCs.

2. Terms defined in the Option Agreement have the meanings in this notice are ascribed to them in the Option Agreement.

Dated this ____ day of _______, 20____.

____

1586328 Alberta Ltd.

____

Akira TCC Consulting Inc.

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "**Amending Agreement**") made effective as of the 28th day of April, 2024

AMONG:

GREEN IMPACT PARTNERS INC., a body incorporated pursuant to the laws of British Columbia and having an office in the City of Vancouver, in the Province of British Columbia (hereinafter referred to as the "**Optionor**");

And:

1586328 Alberta Ltd., a body incorporated pursuant to the laws of Alberta (hereinafter referred to as "**158**"

And:

Akira TCC Consulting Inc., a body incorporated pursuant to the laws of Alberta (hereinafter referred to as "**Akira**", together with 158, the "**Optionees**")

Collectively referred to as the "**Parties**"

WHEREAS the Parties entered into an option agreement dated March 7, 2024 (the "**Option Agreement**") whereby, as consideration for the provision of funding by the Optionees to the Optionor, the Optionor agreed to grant the Optionees an option to acquire a 100% interest in investment tax credits held or expected to be held by the Optionor;

AND WHEREAS the Parties wish to amend the Option Agreement to increase the total amount of funding available to the Optionor;

NOW THEREFORE, in consideration of the agreements contained herein, and for other good and valuable consideration exchanged between the Parties, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

Article 1 Amendment of the Option Agreement

1. All capitalized terms used in this Amending Agreement shall have the same meaning as ascribed to them in the Option Agreement

2. The Option Agreement is hereby amended, effective as of the date hereof, as follows:

   a) The preamble to the Option Agreement is hereby amended by deleting the first paragraph in its entirety and replacing it with the following:

      "**WHEREAS** as consideration for the provision by the Optionees to the Optionor of funding amounts up to $10,000,000, the Optionor has agreed to grant the Optionees an option to acquire a 100% interest in investment tax credits held or expected to be held by the Optionor pursuant to and subject to the terms of this Agreement;"

b) Section 1 of the Option Agreement is hereby amended by:

i. deleting subsection (n) and replacing it with the following:

(n) '"**Funding Commitment**" means a total of up to $6,000,000 to be paid by the Optionees to the Optionor as consideration for the Option, with such amounts expected to be paid at the following times:

(i) $2,500,000 on the date of this Agreement (the "**Initial Funding**");

(ii) $1,500,000 upon 30 days notice from the Optionor to the Optionees (the "**Secondary Funding**");

(iii) $2,000,000 upon 60 days notice from the Optionor to the Optionees post receipt of the Secondary Funding (the "**Third Funding**");

(iv) $2,000,000, payable solely by Akira, upon 30 days notice from the Optionor, with such payment to occur no earlier than June 1, 2024 (the "**Akira Funding**"); and

(v) $2,000,000, payable solely by Akira, upon 30 days notice from the Optionor, with such notice not to occur sooner than 30 days from the first draw of the Akira Funding (the "**Secondary Akira Funding**")."

ii. deleting subsection (r) and replacing it with the following:

(o) '"**Party**" means the Optionor, Akira or 158 and "**Parties**" means any or all of them, as applicable;"

c) Section 9 of the Option Agreement is hereby amended by adding the following after subsection (d):

(e) "In relation to the Akira Funding and Secondary Akira Funding:

(i) in order for the Optionor to draw the Akira Funding and the Secondary Akira Funding, written notice must be provided to Akira signed by both the CEO and CFO of the Optionor;

(ii) in addition to other compensation contained in this Agreement, Akira shall be paid a deferred commitment fee on the Akira Funding and the Secondary Akira Funding, which will accrue at a rate of 10% per annum (the "**Deferred Commitment Fee**");

(iii) in the event that any amount of the Akira Funding or the Akira Secondary Funding has been advanced, the amount drawn under the Akira Funding and the Secondary Akira Funding shall accrue the Repurchase Interest Fee of 1.25% per month, along with the Deferred Commitment Fee;

(iv) in the event that the Akira Funding or the Akira Secondary Funding has been advanced (subject to the consent of Canadian Western Bank, the Optionor's senior lender) the Optionor will use its commercially reasonable best efforts to convert the full amount of the Akira Funding or Akira Secondary Funding into a subordinated debt instrument upon such terms as may be agreeable between the Optionor and Akira, acting reasonably;

(v) in the event that the Optionor terminates the Option in accordance with the terms of this Section 9, Akira shall be paid the Deferred Commitment Fee for each month that the option to pull the Akira Funding was outstanding, with a minimum payment equal to 6 months;

(vi) in the event that the Akira Funding or the Akira Secondary Funding is drawn by the Optionor, and the Optionor is subsequently required to re-purchase the Option in connection with a transaction related to the ITCs, Akira shall be paid the Deferred Commitment Fee for each month that the option to drawdown on the Akira Funding or the Secondary Akira Funding was outstanding, with a minimum payment equal to 6 months;

(vii) in the event that the Repurchase Right is exercised, the Optionor shall have the option, at its sole discretion but subject to the approval of the TSX Venture Exchange, and any other regulatory approvals as may be required, to pay the outstanding amounts owed to Akira for the Akira Funding or the Secondary Akira Funding (for clarity, to include the Deferred Commitment Fee and the Repurchase Interest Fee) either: (A) in cash; (B) by the issuance of common shares in the capital of the Optionor, or (C) any combination thereof."

3. This Amending Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

4. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Amending Agreement, a Party may send a copy of its executed counterpart to the other Parties by facsimile or electronic transmission and the signature transmitted by facsimile or electronic transmission shall be deemed to be its original signature for all purposes.

5. Save and except as amended herein, all other terms, conditions and provisions of the Option Agreement shall continue to be in full force and effect as unamended.

[Remainder of page intentionally blank, signature page follows]

IN WITNESS WHEREOF the parties hereto have properly executed this Amending Agreement the day and year first herein written.

GREEN IMPACT PARTNERS

By: (Signed) "*Kathy Bolton*"
Name: Kathy Bolton
Title: CFO

2586328 ALBERTA LTD.

By: (Signed) "*Jesse Douglas*"
Name: Jesse Douglas
Title: Authorized Signatory

AKIRA TCC CONSULTING INC.

By: (Signed) "*Geeta Sankappanavar*"
Name: Geeta Sankappanvar
Title: Authorized Signatory