ACQUISITION AGREEMENT

THIS AGREEMENT is dated the 7th day of February, 2018.

B E T W E E N:

SACHIEL CONNECT INC., a corporation incorporated under the laws of the Province of British Columbia (the "**Company**")

- and -

EXALT CAPITAL CORP., a corporation incorporated under the laws of the Province of British Columbia (the "**Purchaser**")

- and -

1148535 B.C. LTD., a corporation incorporated under the laws of the Province of British Columbia ("**Subco**")

WHEREAS on December 6, 2017, the Purchaser and the Company entered into a letter of intent (the "**Letter of Intent**") contemplating the acquisition by the Purchaser of all of the issued and outstanding common shares of the Company (the "**Sachiel Common Shares**") from the holders thereof in exchange for the issuance by the Purchaser to such holders of 29,100,000 Common Shares (as herein defined) at a deemed price of $0.22 per Common Share, as a reverse takeover and Qualifying Transaction of the Purchaser (the "**Acquisition**");

AND WHEREAS the Company and the Purchaser intend to effect the Acquisition by way of the Amalgamation (as herein defined);

AND WHEREAS as part of the Acquisition, and immediately prior to effecting the Amalgamation, the Purchaser intends to complete the Concurrent Private Placement (as herein defined);

AND WHEREAS it is the express intention of the parties hereto to enter into this acquisition agreement and to effect the transactions contemplated hereof;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

In this Agreement (including the preamble, recitals and each Schedule hereto), the following terms have the meanings ascribed thereto as follows:

1.01 "**Acquisition**" has the meaning given to that term in the recitals hereof.

1.02 "**Act**" means the *Securities Act* (British Columbia).

1.03 "**Affiliate**" has the meaning specified in the BCBCA on the date of this Agreement.

1.04 "**Agreement**" means this Agreement and any instrument supplemental or ancillary hereto; and the expressions "Article, "section", and "subsection" followed by a number means and refers to the specified Article, section or subsection of this Agreement.

1.05 "**Amalco**" means the amalgamated entity to be formed as a result of the Amalgamation under the corporate name of "Sachiel Holdings Ltd.", or such other name as may be agreed between the Company and the Purchaser.

1.06 "**Amalco Common Shares**" means the common shares in the capital of Amalco.

1.07 "**Amalgamating Parties**" means the Company and Subco.

1.08 "**Amalgamation**" means the amalgamation of Subco and the Company proposed by the terms of the Amalgamation Agreement.

1.09 "**Amalgamation Agreement**" means the amalgamation agreement to be entered into between the Purchaser, Subco and the Company pursuant to the terms of this Agreement to give effect to the Amalgamation, substantially in the form set out in Schedule "A" hereof.

1.10 "**Applicable Law**" means any domestic statute, law (including the common law), ordinance, rule, regulation, restriction, by-law, order, or any consent, exemption, approval or licence of any Governmental Authority, including applicable securities laws and the rules and policies of the TSXV, that (as the context requires) applies in whole or in part to the Acquisition, the Company, the Purchaser or their respective assets.

1.11 "**Assets**" means the property and assets of the Company, the Sole Subsidiary or the Purchaser, as the case may be, as a going concern, of every kind and description and wheresoever situated.

1.12 "**Authorizations**" means licences, certificates, approvals, consents, notices, clearances, authorizations, permits and supplements or amendments thereto required by Applicable Laws.

1.13 "**BCBCA**" means the *Business Corporations Act* (British Columbia).

1.14 "**Business**" means the business of being an information services platform that provides Canadian foods and beverages producers with the information platform to export their products through a web portal, and the business of supplying emerging markets with clean drinking water.

1.15 "**Business Day**" means any day, other than a Saturday, Sunday or statutory or civic holiday in the Province of British Columbia.

1.16 "**Certificate**" means the certificate of amalgamation issued by the Registrar in respect of the Amalgamation.

1.17 "**Claims**" means any suit, action, dispute, civil or criminal litigation, claim, arbitration or legal, administrative or other proceeding or governmental investigation, including appeals and applications for review.

1.18 "**Closing**" means the completion of the transactions contemplated herein, which will be the fifth (5^{th}) Business Day following the satisfaction or waiver of the conditions precedents set out in Article IX hereof, or such other date as the Parties may agree.

1.19 "**Company**" has the meaning given to the term in the preamble hereof.

1.20 "**Company's Financial Statements**" means the Company's audited financial statements from the date of incorporation to September 30, 2017, copies of which are annexed to the Filing Statement.

1.21 "**Common Shares**" means the issued and outstanding common shares of the Purchaser.

1.22 "**Concurrent Private Placement**" means the non-brokered private placement by the Purchaser, of not less than 11,363,636 Common Shares at a price of $0.22 per Common Share to arm's length subscribers for aggregate gross proceeds of not less than $2,500,000.

1.23 "**CPC**" has the meaning ascribed thereto in the CPC Policy.

1.24 "**CPC Policy**" means Policy 2.4 - *Capital Pool Companies* of the TSXV.

1.25 "**Effective Date**" means the effective date of the Amalgamation.

1.26 "**Effective Time**" means the later of (A) 12:01 a.m. (Vancouver time) on the Effective Date and (B) effective time agreed between the Purchaser and the Company, and as set out the amalgamation application for the Amalgamation.

1.27 "**Environmental Laws**" means all Applicable Laws currently in existence in Canada (whether federal, provincial or municipal) relating to the protection and preservation of the environment, occupational health and safety, product safety, product liability or hazardous substances, including the *Environmental Management Act* (British Columbia) and the *Canadian Environmental Protection Act* (Canada).

1.28 “**Exalt Options**” means the incentive stock options of the Purchaser exercisable for, in the aggregate, 400,000 Common Shares which have been granted and are outstanding as at the date hereof, and the outstanding agent’s options to acquire 350,000 Common Shares at a price of $0.10 per Common Share.

1.29 “**Filing Statement**” means the filing statement of the Purchaser prepared and to be filed in accordance with the CPC Policy and the other requirements of the TSXV for the Purchaser’s Qualifying Transaction.

1.30 “**Governmental Authority**” means and includes, without limitation, any national, federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

1.31 “**Hazardous Materials**” means chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products that are regulated by Environmental Laws.

1.32 “**IFRS**” means International Financial Reporting Standards.

1.33 “**Leased Premises**” means the (i) office premises leased by the Company at 2368 - 666 Burrard Street, Vancouver, BC, and at 110-1991 Savage Road, Richmond, BC and (ii) the leased land and buildings comprising the water bottling plant at 8602 Trans-Canada Highway, Three Valley, BC.

1.34 “**Letter of Intent**” has the meaning given to the term in the recitals hereof.

1.35 “**Lien**” means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature or any other arrangement or condition, which, in substance, secures payment, or performance of an obligation.

1.36 “**Material Adverse Effect**” means any change, event, violation, circumstance, development or effect that is materially adverse to the business, Assets, capitalization, liabilities (contingent or otherwise), condition (financial or otherwise), prospects or results of operations of the Company and/or the Purchaser, as the case may be, and their respective subsidiaries, taken as a whole, whether or not arising in the ordinary course of business, *provided that* none of the following (or any result, occurrence, fact, state of facts, event, circumstance, condition, change or effect resulting from, in connection with or attributable to any of them) will, in each case, be deemed to constitute a “Material Adverse Effect” or be considered in determining whether a “Material Adverse Effect” has occurred:

(a) any failure by the Company, the Sole Subsidiary, the Assets or the Business to meet projections or forecasts or revenue or earnings predictions for any period ending on or after the date hereof, and any reasonable business decisions made with respect thereto;

(b) any natural disaster, force majeure event or any acts of terrorism, sabotage, military action or war (whether or not declared) or any escalation or worsening thereof;

(c) conditions generally affecting (I) the industry in which the Company participates, or (II) the Canadian economy as a whole;

(d) general economic or political conditions or financing or the capital markets in general;

(e) the execution, delivery, announcement or pendency of this Agreement or the transactions contemplated hereby, the consummation of the transactions contemplated hereby, compliance with the terms of, the taking of any action or omission required by, this Agreement or in connection with the transactions contemplated hereby, or the taking of any action or omission requested, required or approved in writing by the Purchaser;

(f) any change in accounting requirements or principles (including IFRS), Applicable Laws or Authorizations (including those forming part of the Assets) or the interpretation thereof by any Governmental Authority,

(g) any act or omission of the Purchaser or any of its affiliates or any of their respective directors, officers, partners, shareholders, employees, agents, advisors or representatives, including any communication, action or omission by the Purchaser of its plans or intentions with respect to the Company, the Sole Subsidiary, any of the Assets and/or the Business; and

(h) any action required to be taken under any Applicable Law or Authorization or any existing Authorization by which the Company or any affiliate (or any of their respective business or assets) is bound.

1.37 "**Material Premises**" means the Leased Premises.

1.38 "**Parties**" means the Company, Subco and the Purchaser, and "**Party**" means any one of them.

1.39 "**Person**" includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity.

1.40 "**Purchaser and Subco Closing Documents**" means the documents required to be delivered to the Company by the Purchaser and Subco pursuant to Section 10.03.

1.41 "**Purchaser's Financial Statements**" means the audited financial statements of the Purchaser from the date of incorporation until June 30, 2017, and the unaudited financial statements for the 6-month period ending December 31, 2017, copies of which are annexed to the Filing Statement.

1.42 “**Qualifying Transaction**” has the meaning ascribed thereto in the CPC Policy.

1.43 “**Registrar**” means the registrar appointed under the BCBCA.

1.44 “**Sachiel Closing Documents**” means the documents required to be delivered to the Purchaser by the Company pursuant to Section 10.02.

1.45 “**Sachiel Common Shares**” has the meaning given to the term in the recitals hereof.

1.46 “**Sachiel Disclosed Information**” means all information provided in writing by, or on behalf of, the Company in the Filing Statement, the press releases of the Purchaser reviewed and approved by the Company, and the correspondence between the Purchaser and TSXV in connection with the Purchaser’s Qualifying Transaction reviewed and approved by the Company.

1.47 “**SEDAR**” means the Canadian Securities Administrators’ System for Electronic Document Analysis and Retrieval.

1.48 “**Sole Subsidiary**” has the meaning given to it in Section 4.01.

1.49 “**Subco**” has the meaning given to the term in the preamble hereof.

1.50 “**Subco Common Shares**” means all of the outstanding common shares in the capital of Subco.

1.51 “**Taxes**” means taxes (including income tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.

1.52 “**Termination Deadline**” means 5:00 p.m. (Toronto time) on June 29, 2018, unless extended with the agreement of the Parties.

1.53 “**TSXV**” means the TSX Venture Exchange.

1.54 “**U.S. Accredited Investor**” means an “accredited investor” meeting the criteria in Rule 501(a) of Regulation D under the U.S. Securities Act.

1.55 “**U.S. Person**” means a U.S. Person has defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

1.56 “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

ARTICLE II
AMALGAMATION AND RELATED MATTERS

2.01 The Amalgamating Parties hereby agree to amalgamate and continue as one corporation pursuant to the BCBCA and upon the terms and conditions hereinafter set out. In addition, subject to the terms and conditions herein set forth and on the basis of the covenants, representations, warranties and agreements of the Parties herein contained, each of the Company, Subco and the Purchaser covenants and agrees to:

(a) enter into the Amalgamation Agreement on a timely basis, and in any event forthwith after receipt of the requisite approvals of the shareholders/directors of, as applicable, the Company, Subco and the Purchaser to the Amalgamation, all as further set forth herein;

(b) use all commercially reasonable efforts and do all things necessary or reasonably desirable on its part to facilitate the implementation of the Acquisition and all related matters in connection therewith, including without limiting the generality of the foregoing, applying for, obtaining and/or effecting as applicable: (i) the approval of the TSXV for the listing thereon of the Common Shares to be issued in connection with the Acquisition (including those issuable pursuant to the Concurrent Private Placement), which is intended to constitute the Qualifying Transaction for the Purchaser; and (ii) obtain such other consents, orders or approvals as counsel to the Company and the Purchaser may advise are necessary or desirable to be obtained for the implementation of the Acquisition, including without limitation those referred to in Article VI, Article VII, Article VIII, Article IX and Article X hereof, and preparing and delivering all necessary documents in connection therewith;

(c) reconstitute the board of directors of the Purchaser upon completion of the Acquisition such that Bei Nie, Wei Kang, Iris Duan, Jack Austin and S. Randall Smallbone shall be appointed and comprise the full board of directors of the Purchaser, and reconstitute the management of the Purchaser upon completion of the Acquisition in a manner that complies with the regulations of the TSXV and applicable securities laws, all of which management shall be comprised of nominees of the Company, in each case subject to the receipt of all applicable regulatory approvals; and

(d) take and cause to be taken such other steps and actions and execute such other documents, agreements and instruments as may be reasonably necessary or desirable in connection with the consummation of the transactions contemplated hereby.

2.02 Each of the Company and the Purchaser shall:

(a) ensure that all information provided by it or on its behalf or on behalf of their subsidiaries that is contained in the Filing Statement does not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the Filing Statement and necessary to make any statement that it contains not misleading in light of the circumstances in which it is made; and

(b) promptly notify the other parties if, at any time before the Effective Time, it becomes aware that the Filing Statement contains a misrepresentation, an untrue statement of material fact, omits to state a material fact required to be stated in those documents that is necessary to make any statement it contains not misleading in light of the circumstances in which it is made or that otherwise requires an amendment or a supplement to those documents.

2.03 As may be required by, and in compliance with, Applicable Laws, upon execution of this Agreement, the Company and the Purchaser shall issue a joint public announcement, announcing the entering into of this Agreement, which announcement shall be in form and substance acceptable to each of them, acting in a commercially reasonable manner. No party shall issue any news release or public statements inconsistent with such public announcement.

2.04 At the Effective Time:

(a) the Amalgamation of the Amalgamating Parties and their continuance as one corporation, Amalco, under the terms and conditions prescribed in this Agreement shall be effective;

(b) the property of each of the Amalgamating Parties shall continue to be the property of Amalco;

(c) Amalco shall continue to be liable for the obligations of each of the Amalgamating Parties;

(d) any existing cause of action, claim or liability to prosecution with respect to either or both of the Amalgamating Parties shall be unaffected;

(e) any conviction against, or ruling, order or judgement in favour of or against, any of the Amalgamating Parties may be enforced by or against Amalco;

(f) any civil, criminal or administrative action or proceeding pending by or against any of the Amalgamating Parties may be continued to be prosecuted by or against Amalco; and

(g) the articles of amalgamation of Amalco shall be as set out as a schedule to the Amalgamation Agreement.

2.05 The registered office of Amalco shall be Suite 2368, 666 Burrard Street, Vancouver, BC, V6C 2X8.

2.06 Upon the terms and subject to the conditions contained in this Agreement, on the Effective Date:

(a) each issued and outstanding Subco Common Share shall be exchanged for one fully paid Amalco Common Share, and all such Subco Common Shares shall be cancelled;

(b) each issued and outstanding Sachiel Common Share shall be exchanged for 7.973148845811357 fully paid and non-assessable Common Share issued by the Purchaser, and all such Sachiel Common Shares shall be cancelled; and

(c) in consideration of the issuance by the Purchaser of the Common Shares, Amalco shall issue to the Purchaser ten (10) fully paid Amalco Common Shares.

2.07 Notwithstanding Section 2.06, no fractional Common Share will be issuable to registered security holders of the Company pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. Any such fractional Common Share interest to which a registered security holder of the Company would otherwise be entitled pursuant to the Amalgamation will be rounded down to the nearest whole Common Share.

2.08 In the event that one or more shareholders of the Company dissent to the special resolution authorizing the Amalgamation, subject to the BCBCA and Applicable Laws, such dissenting shareholder(s) shall cease to have any rights as a shareholder of the Company other than the right to be paid the fair value of its dissenting Sachiel Common Shares in the amount agreed to between such shareholder(s) and the Company or as ordered by the court both pursuant to Division 2 of Part 8of BCBCA, as the case may be. Notwithstanding anything in this Agreement to the contrary, subject to the BCBCA and Applicable Laws, Sachiel Common Shares that are held by a dissenting shareholder shall not be exchanged for Common Shares on the Effective Date as set forth under Section 2.06. However, in the event that a dissenting shareholder fails to perfect or effectively withdraws its claim under Section Division 2 of Part 8 of BCBCA or otherwise waives its right to make a claim under Section 239 of BCBCA, the dissenting shareholder's Sachiel Common Shares shall thereupon be deemed to have been exchanged for the Common Shares as of the Effective Date on the basis set forth in Section 2.06.

2.09 On the Effective Date:

(a) the holders of record of Sachiel Common Shares shall be, and be deemed to be, the registered holders of the Common Shares to which they are entitled hereunder, respectively, without any further action on the part of such registered holder of securities in the capital of the Company;

(b) the Purchaser shall, or shall cause or direct its transfer agent to issue to each holder of record of Sachiel Common Shares, certificates or other evidence of ownership satisfactory to the Company, acting reasonably (including uncertificated records registered in the name of CDS Clearing and Depository Services Inc. on the book-based securities transfer system administered by it, <u>*provided that*</u> U.S. Persons as identified by the Company must be issued physical certificates), in each case bearing such legends as may be required by the Company, the TSXV or other Governmental Authority, representing the number of Common Shares to which such holder is entitled, without any further action on the part of such registered holder of securities in the capital of the Company;

(c) the Purchaser, as the registered holder of the Subco Common Shares, shall be deemed to be the registered holder of Amalco Common Shares to which it is entitled hereunder and upon surrender of the certificates representing such Subco Common Shares to Amalco, the Purchaser shall be entitled to receive a share certificate representing the number of Amalco Common Shares to which it is entitled as set forth in Section 2.06; and

(d) certificates and other corporate records evidencing Sachiel Common Shares shall cease to represent any claim upon or interest in the Company or Amalco other than the right of the holder to receive, pursuant to the terms hereof and the Amalgamation, Common Shares in accordance with Section 2.06.

2.10 The amount to be added to the stated capital account maintained in respect of Amalco Common Shares in connection with the issue of Amalco Common Shares under Section 2.06 on the Effective Date shall be the amount which is the sum of the stated capital of the issued and outstanding Sachiel Common Shares and of the stated capital of the issued and outstanding Subco Common Shares immediately prior to the Amalgamation.

2.11 Upon the shareholders of the Company and the sole shareholder of Subco approving the Amalgamation on the terms and subject to the conditions set forth in this Agreement, in each case by special resolution, and provided that the conditions to the completion of the Amalgamation specified herein have then been satisfied or waived (to the extent such waiver is permitted hereunder), the Company and Subco shall jointly file, in duplicate, with the Registrar, articles of amalgamation in prescribed form providing for the Amalgamation and such other documents as may be required pursuant to the BCBCA.

2.12 Unless otherwise changed in accordance with the provisions of Amalco's articles, the board of directors of Amalco from time to time shall be empowered to determine the number of directors of Amalco subject to Amalco's articles, as may be amended, restated, supplemented or otherwise modified from time to time.

2.13 As of the Effective Date, the number of directors of the Purchaser shall be five (5), comprising of Bei Nie, Wei Kang, Iris Duan, Jack Austin and S. Randall Smallbone. These directors shall hold office until the next annual or annual and special meeting of the shareholders of the Purchaser or until their successors are elected or appointed in accordance with the provisions of the Purchaser's articles.

2.14 As of the Effective Date, the number of directors of Amalco shall be one, comprising of Wei Kang, having a prescribed address at ●. These directors shall hold office until the next annual or annual and special meeting of the sole shareholder of Amalco or until their successors are elected or appointed in accordance with the provisions of Amalco's articles and the BCBCA.

2.15 The fiscal year end of Amalco shall be September 30 in each year, until changed by resolution of the board of directors of Amalco.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER AND SUBCO

The Purchaser and Subco hereby jointly and severally represent and warrant to the Company as of the date hereof, and acknowledge that the Company is relying upon each of such representations and warranties in connection with the transactions contemplated hereof, that:

3.01 each of the Purchaser and Subco has been duly incorporated or otherwise organized and is validly existing as a corporation under the BCBCA, and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of either the Purchaser or Subco;

3.02 each of the Purchaser and Subco is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership of its property and Assets requires such qualification (except for such jurisdictions where the failure to be so qualified would not result in a Material Adverse Effect) and each has all requisite corporate power and authority to conduct its business and to own its properties and Assets and to execute, deliver and perform its obligations under this Agreement and any other document, filing, instrument or agreement delivered in connection with the transactions contemplated hereof;

3.03 Subco has been incorporated solely for the purpose of the Amalgamation and has never carried on any business and has no material assets and no material liabilities or indebtedness of any kind (whether accrued, absolute, contingent or otherwise), nor are there any basis for assertion against Subco of any such material liabilities or indebtedness of any kind;

3.04 neither the Purchaser nor Subco is: (i) in violation of its notice of articles or articles or (ii) in default of the performance or observance of any agreement, covenant or condition contained in any contract, indenture, trust deed, joint venture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound, except in the case of clause (ii) for any such violations or defaults that would not result in a Material Adverse Effect;

3.05 the Purchaser is currently a reporting issuer under Applicable Laws in each of the Provinces of British Columbia and Alberta, and the Purchaser's name does not appear on a list of defaulting reporting issuers maintained by each of the British Columbia Securities Commission and the Alberta Securities Commission. The Purchaser is in compliance and up to date with all filings under applicable corporate and securities rules and regulations;

3.06 the Common Shares are listed and posted for trading on the TSXV;

3.07 the Purchaser has no "subsidiary", as such term is defined in the BCBCA, other than Subco. The Purchaser is the registered and beneficial owner of 100% of the issued and outstanding Subco Common Shares;

3.08 the Purchaser is a CPC and has never carried on any business other than as required in connection with the search for an evaluation of potential Qualifying Transactions in accordance with the restrictions and requirements set out in the CPC Policy;

3.09 the Purchaser has no Assets and no liabilities or indebtedness of any kind (whether accrued, absolute, contingent or otherwise), nor are there any basis for assertion against the Purchaser of any such liabilities or indebtedness of any kind, in each case other than as set forth in the Purchaser's Financial Statement. The aggregate cash on hand as of the date hereof is approximately $325,107.84. The Purchaser has good and marketable title to all of its Assets free and clear of any Liens;

3.10 the Purchaser has no direct or indirect investment in any person which currently accounts for more than five percent (5.0%) of the Assets or revenues of the Purchaser or would otherwise be material to the business and affairs of the Purchaser;

3.11 the Purchaser's Financial Statements have been prepared in accordance with IFRS, are consistent in all material respects with the books and records of the Purchaser, present fully, fairly and accurately the Purchaser's Assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Purchaser as of the respective dates thereof and the results of operations and changes in financial position for the respective periods then ended;

3.12 no proceedings have been taken, are pending or authorized by either the Purchaser or Subco or by any other Person in respect of the bankruptcy, insolvency, liquidation or winding up of either the Purchaser or Subco;

3.13 the authorized capital of the Purchaser consists of an unlimited number of Common Shares of which, as of the date hereof, 5,500,000 Common Shares are issued and outstanding;

3.14 the authorized capital of the Subco consists of an unlimited number of common shares of which, as of the date hereof, one (1) common share of Subco are issued and outstanding;

3.15 other than as contemplated by this Agreement and other than the Exalt Options, no person, firm or corporation has any agreement or option, right or privilege (contractual or otherwise) capable of becoming an agreement (including convertible or exchangeable securities and warrants) for the purchase or acquisition from the Purchaser or Subco of any interest in any common shares or other securities of the Purchaser or Subco whether issued or unissued;

3.16 on the Effective Date, the Common Shares issuable pursuant to the Amalgamation and the Concurrent Private Placement will be duly and validly issued and outstanding as fully paid and non-assessable;

3.17 the execution and delivery of this Agreement, the performance by the Purchaser of its obligations hereunder and the consummation of the transactions contemplated in this Agreement:

(a) has been duly authorized by all necessary corporate action on the part of the Purchaser,;

(b) does not require and are not subject to any filing with, notice to or other Authorization of any Governmental Authority or any other Person, other than the approval of the TSXV;

(c) does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (A) any Applicable Law; (B) the articles, notice of articles or resolutions of the directors or shareholders of the Purchaser; (C) any material contract to which the Purchaser is a party or by which it is bound except where such conflict, breach, violation or default would not result in a Material Adverse Effect; or (D) any judgment, decree or order binding the Purchaser or the property or Assets thereof; and

(d) does not give any party the right to terminate any material contract, by virtue of the application of terms, provisions or conditions in the contract;

3.18 this Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally, general principles of equity, and the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and except that rights of indemnity, contribution, waiver and the ability to sever unenforceable terms may be limited under Applicable Laws;

3.19 each of the Purchaser, Subco and their respective directors and officers:

(a) is and at all times has been in compliance with all Applicable Laws in all material respects;

(b) has not received any correspondence or notice from any Governmental Authority alleging or asserting material noncompliance with any Applicable Laws or any Authorizations;

(c) has not received notice of any pending or threatened claim, suit, proceeding, charge, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Purchaser, Subco or any of their respective directors, or officers is in violation of any Applicable Laws or Authorizations that, if finally determined adversely to the Purchaser would be expected to result in a Material Adverse Effect, and has no knowledge or reason to believe that any such Governmental Authority or third party is considering any such claim, suit, proceeding, charge, hearing, enforcement, audit, investigation, arbitration or other action;

(d) has not received notice that any Governmental Authority has taken, is taking or intends to take action to limit, suspend, modify or revoke any material Authorizations and has no knowledge or reason to believe that any such Governmental Authority is considering such action;

(e) has, or has had on its behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission) and

(f) is not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;

3.20 all material contracts to which the Purchaser is a party are in good standing in all material respects and in full force and effect, and neither the Purchaser nor, to the knowledge of the Purchaser, any other party thereto is in material default or breach of any material contract and there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a material default or breach under any material contract which would give rise to a right of termination on the part of any other party to a contract;

3.21 all Taxes due and payable by the Purchaser have been paid when due, except where the failure to pay Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Purchaser have been filed with all appropriate authorities and all such returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not have a Material Adverse Effect. To the knowledge of the Purchaser, no examination of any tax return of the Purchaser is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Purchaser, except where such examinations, issues or disputes would not have a Material Adverse Effect;

3.22 the Purchaser has established on its books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no Liens for Taxes on the Assets of the Purchaser, and, to the knowledge of the Purchaser, there are no audits pending of the tax returns of the Purchaser (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would result in a Material Adverse Effect;

3.23 other than in connection with the Acquisition, the Purchaser is not currently party to any agreement in respect of: (A) the purchase of any property or assets or any interest therein or the sale, transfer or other disposition of any property or assets or any interest therein currently owned, directly or indirectly, by the Purchaser whether by asset sale, transfer of shares or otherwise; or (B) the change of control of the Purchaser (whether by sale or transfer of shares or sale of all or substantially all of the property and Assets of the Purchaser);

3.24 there is no agreement, plan or practice relating to the payment of any management, consulting, service or other fee or any bonus, stock purchase, pensions, share of profits or retirement allowance, deferred compensation, insurance, legal benefits, unemployment benefits, vacation, incentive, health or other employee benefit other than in the ordinary course of business for a CPC;

3.25 there is no termination or severance payments that will become payable to any director, officer, consultant or employee of the Purchaser or Subco as a result of the consummation of any of the matters contemplated hereby (including as a result of the Acquisition, the Amalgamation, or the change of control of the Purchaser and of Subco);

3.26 none of the directors or officers of the Purchaser or any associate or Affiliate of any of the foregoing has any material interest, direct or indirect, in any material transaction or any proposed material transaction with the Purchaser that materially affects, is material to or will materially affect the Purchaser;

3.27 neither the Purchaser nor Subco has, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of their respective shares or other securities or, directly or indirectly, redeemed, purchased or otherwise acquired any of their respective shares or other securities or agreed to do any of the foregoing;

3.28 the minute books and records of the Purchaser made available to counsel for the Company in connection with its due diligence investigation of the Purchaser for the periods from the respective dates of incorporation or formation of the Purchaser to the date hereof are all of the minute books and records of the Purchaser and contains copies of all significant proceedings of the shareholders, the boards of directors and all committees of the boards of directors of the Purchaser to the date hereof and there have not been any other formal meetings, resolutions or proceedings of the shareholders, boards of directors or any committees of the boards of directors of the Purchaser to the date hereof not reflected in such minute books and other records other than those which have been disclosed in writing to the Company or at or in respect of which no material corporate matter or business was approved or transacted;

3.29 no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Purchaser has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Purchaser, are pending, contemplated or threatened by any regulatory authority;

3.30 none of the materials filed by, or on behalf of, the Purchaser with the applicable Governmental Authorities (including securities regulatory authorities and the TSXV), other than the Sachiel Disclosed Information, contain a misrepresentation (as defined in the Applicable Laws) or any untrue statement of a material fact or omit to state a material fact required to be stated and necessary to make any statement that it contains not misleading in light of the circumstances in which it was made;

3.31 TSX Trust Company at its offices in Toronto has been duly appointed as the transfer and registrar for all of the Common Shares;

3.32 except for a finder’s fee payable to 1143833 B.C. Ltd. in the amount of 2,000,000 Common Shares at a deemed price of $0.22 per Common Share, and any finder’s fee which may be paid in connection with the Concurrent Private Placement, neither the Purchaser nor Subco has entered into any agreement, understanding or other commitment or arrangement which could entitle any Person to any valid claim against the Purchaser, Subco or the Company for a broker's commission, finder's fee or any like payment or obligation in respect of the Acquisition or any other matters contemplated hereby;

3.33 since September 30, 2017, there has been no change in the Assets, liabilities (contingent or otherwise), business, affairs, operations, capital or control of the Purchaser and its subsidiaries that has resulted in a Material Adverse Effect and that has not been disclosed in writing to the Company or in the Filing Statement; and

3.34 no "reportable event" as defined in National Instrument 51-102 – *Continuous Disclosure* has occurred with respect to the Purchaser.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser and Subco as of the date hereof, and acknowledges that the Purchaser and Subco are relying upon each of such representations and warranties in connection with the transactions contemplated hereof, that:

4.01 each of the Company and its sole subsidiary Sachiel Water Inc. (the "Sole Subsidiary") has been duly incorporated or otherwise organized and is validly existing as a corporation under the BCBCA, and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Company or any subsidiary;

4.02 each of the Company and its Sole Subsidiary is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and Assets requires such qualification (except for such jurisdictions where the failure to be so qualified would not result in a Material Adverse Effect) and each has all requisite corporate power and authority to conduct its business and to own, lease and operate its properties and Assets and to execute, deliver and perform its obligations under this Agreement and any other document, filing, instrument or agreement delivered in connection with the transactions contemplated hereof;

4.03 neither the Company nor its Sole Subsidiary is (i) in violation of its notice of articles or articles or (ii) in default of the performance or observance of any agreement, covenant or condition contained in any contract, indenture, trust deed, joint venture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound, except in the case of clause (ii) for any such violations or defaults that would not result in a Material Adverse Effect;

4.04 the Company owns all of the issued and outstanding shares of the Sole Subsidiary free and clear of all Liens whatsoever, and except as set forth in this Agreement, no person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Company or the Sole Subsidiary of any interest in any of the shares in the capital of the Company or the Sole Subsidiary;

4.05 each of the Company and its Sole Subsidiary owns or has the right to use all Assets currently owned or used in the Business, including: (A) all contracts that are material to its Business; and (B) all Assets necessary to enable the Company to carry on its Business as now conducted and as presently proposed to be conducted as set out in the Filing Statement;

4.06 except for permitted encumbrances (which include Liens currently registered against the Company or its Sole Subsidiary), no third party has any ownership right, title, interest in, claim in, Lien against or any other right to the Assets purported to be owned by the Company and the Sole Subsidiary;

4.07 each of the Company, its Sole Subsidiary and their respective directors and officers (as applicable):

(a) is and at all times has been in compliance with all Applicable Laws; and

(b) possesses all material Authorizations reasonably required for the conduct of the Business as currently conducted; and

(c) is not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority, which, either individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect;

4.08 the Company's Financial Statements will be prepared in accordance with IFRS, will be consistent in all material respects with the books and records of the Company, present fully, fairly and accurately the Company's Assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Company as of the respective dates thereof and the results of operations and changes in financial position for the respective periods then ended;

4.09 no proceedings have been taken, are pending or authorized by either the Company or the Sole Subsidiary or by any other Person in respect of the bankruptcy, insolvency, liquidation or winding up of either the Company or the Sole Subsidiary;

4.10 the authorized capital of the Company consists of an unlimited number of Sachiel Common Shares of which, as of the date hereof, 3,649,750 Sachiel Common Shares are issued and outstanding;

4.11 the execution and delivery of this Agreement, the performance by the Company of its obligations hereunder and the consummation of the transactions contemplated in this Agreement:

(a) has been duly authorized by all necessary corporate action on the part of the Company, other than the approval of the Company's shareholders in respect of the Amalgamation;

(b) does not require and are not subject to any filing with, notice to or other Authorization of any Governmental Authority or any other Person;

(c) does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (A) any Applicable Law; (B) the articles, notice of articles or resolutions of the directors or shareholders of the Company; (C) any material contract to which the Company or its Sole Subsidiary is a party or by which it is bound except where such conflict, breach, violation or default would not result in a Material Adverse Effect; or (D) any judgment, decree or order binding the Company or its Sole Subsidiary or the property or Assets thereof; and

(d) do not give a party the right to terminate any material contract, by virtue of the application of terms, provisions or conditions in the contract;

4.12 this Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally, general principles of equity, and the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and except that rights of indemnity, contribution, waiver and the ability to sever unenforceable terms may be limited under Applicable Laws;

4.13 all material contracts to which the Company is a party are in good standing in all material respects and in full force and effect and neither the Company nor its Sole Subsidiary nor, to the knowledge of the Company, any other party thereto is in material default or breach of any material contract and there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a material default or breach under any material contract which would give rise to a right of termination on the part of any other party to a contract;

4.14 all Taxes due and payable by the Company and its Sole Subsidiary have been paid when due, except where the failure to pay Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Company and its Sole Subsidiary have been filed with all appropriate authorities and all such returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not have a Material Adverse Effect. To the knowledge of the Company, no examination of any tax return of the Company or the Sole Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Company or its Sole Subsidiary, except where such examinations, issues or disputes would not have a Material Adverse Effect;

4.15 the Company and, as applicable, its Sole Subsidiary, have established on their books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no Liens for Taxes on the Assets of the Company or the Sole Subsidiary, and, to the knowledge of the Company, there are no audits pending of the tax returns of the Company or the Sole Subsidiary (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would result in a Material Adverse Effect;

4.16 other than in connection with the Amalgamation, neither the Company nor its Sole Subsidiary is currently party to any agreement in respect of: (A) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Company or its Sole Subsidiary whether by asset sale, transfer of shares or otherwise; or (B) the change of control of the Company or its Sole Subsidiary (whether by sale or transfer of shares or sale of all or substantially all of the property and Assets of the Company or its Sole Subsidiary or otherwise);

4.17 there is no agreement, plan or practice relating to the payment of any management, consulting, service or other fee or any bonus, stock purchase, pensions, share of profits or retirement allowance, deferred compensation, insurance, legal benefits, unemployment benefits, vacation, incentive, health or other employee benefit other than in the ordinary course of business or as disclosed in the Filing Statement;

4.18 none of the directors or officers of the Company or the Sole Subsidiary or any associate or Affiliate of any of the foregoing has any material interest, direct or indirect, in any material transaction or any proposed material transaction with the Company or the Sole Subsidiary that materially affects, is material to or will materially affect the Company or the Sole Subsidiary, other than as disclosed in the Filing Statement;

4.19 the minute books and records of the Company and the Sole Subsidiary made available to counsel for the Purchaser in connection with its due diligence investigation of the Company for the periods from the respective dates of incorporation or formation of the Company and the Sole Subsidiary to the date hereof are all of the minute books and records of the Company and the Sole Subsidiary and contains copies of all significant proceedings of the shareholders, the boards of directors and all committees of the boards of directors of the Company and the Sole Subsidiary to the date hereof and there have not been any other formal meetings, resolutions or proceedings of the shareholders, boards of directors or any committees of the boards of directors of the Company or the Sole Subsidiary to the date hereof not reflected in such minute books and other records other than those which have been disclosed in writing to the Purchaser or at or in respect of which no material corporate matter or business was approved or transacted;

4.20 no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened by any regulatory authority;

4.21 (A) each of the Company and the Sole Subsidiary, its respective Assets and the operation of the Business, have been and are, to the knowledge of the Company, in compliance in all material respects with all Environmental Laws; (B) neither the Company nor the Sole

Subsidiary are in violation of any regulation relating to the release or threatened release of Hazardous Materials; (C) each of the Company and the Sole Subsidiary has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws; (D) neither the Company nor the Sole Subsidiary has ever received any notice of any material non-compliance in respect of any Environmental Laws; and (E) to the knowledge of the Company there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Company relating to Hazardous Materials or any Environmental Laws;

4.22 the Company and the Sole Subsidiary occupy the Material Premises and have the exclusive right to occupy and use the Material Premises (as tenant only in respect of the Leased Premises) and each of the leases pursuant to which the Company or such subsidiary occupies the Material Premises is in good standing and in full force and effect under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made or proposed to be made of such property and buildings by the Company or such subsidiary as disclosed in the Filing Statement;

4.23 no material labour dispute with current and former employees or consultants of the Company or the Sole Subsidiary exists, or, to the knowledge of the Company, is imminent;

4.24 the Company and its Sole Subsidiary are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which they are engaged; and the Company has no reason to believe that it will not be able to renew the existing insurance coverage of the Company and the Sole Subsidiary as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect;

4.25 as of the date hereof, none of the Sachiel Disclosed Information contain a misrepresentation (as defined in the Applicable Laws) or any untrue statement of a material fact or omit to state a material fact required to be stated and necessary to make any statement that it contains not misleading in light of the circumstances in which it was made;

4.26 since September 30, 2017, there has been no change in the Assets, liabilities (contingent or otherwise), business, affairs, operations, capital or control of the Company and the Sole Subsidiary that has resulted in a Material Adverse Effect and that has not been disclosed in writing to the Purchaser or in the Filing Statement.

4.27 all of the Company's shareholders who are U.S. Persons, if any, are U.S. Accredited Investors.

ARTICLE V
INTENTIONALLY DELETED

ARTICLE VI
COVENANTS OF THE COMPANY

The Company hereby covenants and agrees with the Purchaser as follows:

6.01 The Purchaser and/or its directors, officers, auditors, counsel and other authorized representatives shall be permitted to make such commercially reasonable investigations of the properties, Assets and business of the Company and of its financial and legal condition as the Purchaser reasonably deems necessary or desirable, provided always that such investigations shall not unduly interfere with the operations of the Company. If reasonably requested, the Company shall provide copies, of the Company's corporate records, including its minute books, share ledgers and the records maintained in connection with the business of the Company. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement, which representations and warranties shall continue in full force and effect for the benefit of the Purchaser.

6.02 The Company shall use commercially reasonable efforts to obtain from the Company's directors and shareholders and from all applicable Governmental Authorities such approvals or consents as are required (if any) to complete the transactions contemplated herein.

6.03 The Company shall use commercially reasonable efforts to assist the Purchaser to obtain the requisite TSXV conditional approval for the Purchaser's Qualifying Transaction and the listing on the TSXV of the Common Shares issuable pursuant to the Acquisition (including those issuable pursuant to the Concurrent Private Placement).

6.04 The Company and the Sole Subsidiary will maintain their respective corporate status and comply with all applicable securities and TSXV requirements (including any applicable filing requirements) prior to Closing.

6.05 The Company agrees to provide prompt and full disclosure to the Purchaser of any material information, change or event in the business, operations, financial condition or other affairs of the Company and the Sole Subsidiary prior to the Closing.

6.06 The Company shall use reasonable efforts to cause each of the conditions precedent in Sections 9.01 and 9.02 to be complied with.

ARTICLE VII
COVENANTS OF THE PURCHASER

The Purchaser hereby covenants and agrees with the Company as follows:

7.01 The Company and/or its directors, officers, auditors, counsel and other authorized representatives shall be permitted to make such commercially reasonable investigations of the property, Assets and business of the Purchaser and of its financial and legal condition as the Company reasonably deems necessary or desirable, provided that such investigations shall not unduly interfere with the operations of the Purchaser. If reasonably requested, the Purchaser shall provide copies, at the cost of the Company, of the Purchaser's corporate records, including its minute books, share ledgers and the records maintained in connection with the business of the Purchaser. Such investigations will not, however, affect or mitigate in any way the representations and warranties contained in this Agreement, which representations and warranties shall continue in full force and effect for the benefit of the Company.

7.02 The Purchaser shall use commercially reasonable efforts to obtain from the Purchaser's directors and shareholders and from all applicable Governmental Authorities (including the TSXV) such approvals or consents as are required to complete the transactions contemplated herein, provided that the Company complies with its covenant under Section 6.03 and, for clarity, the Purchaser shall not be responsible for the rejection of the Qualifying Transaction by the TSXV for reasons that are outside of its reasonable control, including, but not limited to, the inability of the Company to meet the initial listing requirements of the TSXV.

7.03 Subject to satisfaction by the Parties of all of the listing conditions imposed by the TSXV, the Purchaser shall use commercially reasonable efforts to obtain the requisite TSXV conditional approval for the listing of the Common Shares issuable pursuant to the Acquisition (including those issuable pursuant to the Concurrent Private Placement) on the TSXV prior to the Closing, subject only to such customary procedural conditions and requirements to be completed as soon as practicable after the Closing for final TSXV approval.

7.04 The Purchaser will maintain its corporate status and comply with all applicable securities and TSXV requirements (including any applicable filing requirements) until the Closing.

7.05 The Purchaser agrees to provide prompt and full disclosure to the Company of any material information, change or event in the business, operations, financial condition or other affairs of the Purchaser prior to the Closing.

7.06 The Purchaser shall use commercially reasonable efforts to cause each of the conditions precedent in Sections 9.01 and 9.03 to be complied with.

ARTICLE VIII
COVENANTS OF SUBCO

Subco hereby covenants and agrees with the Company as follows:

8.01 Use commercially reasonable efforts to cause each of the conditions precedent in Section 9.03 to be complied with;

8.02 Until the Effective Date,

(a) not conduct any business (other than as required in connection with the Amalgamation), and maintain and preserve its corporate existence; and

(b) not directly or indirectly, amend its constating documents, declare, set aside or pay any dividend or other distribution or payment or otherwise to or for the benefit of its shareholders or reduce its stated capital; and

8.03 jointly with the Company, file with the Registrar the articles of amalgamation and such other documents as may be required to give effect to the Amalgamation upon and subject to the terms and conditions of this Agreement.

ARTICLE IX
CONDITIONS PRECEDENT

9.01 The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Effective Date, which conditions are for the mutual respective benefit of the Purchaser and the Company and may be waived, in whole or in part, by the Purchaser and the Company upon mutual written consent:

(a) the Amalgamation shall be approved by the sole shareholder of Subco and by the shareholders of the Company, in accordance with the BCBCA;

(b) the completion of the Concurrent Private Placement;

(c) the conditional approval of the TSXV to (i) the Acquisition which constitutes the Purchaser's Qualifying Transaction; and (ii) the listing of the Common Shares issuable pursuant to the Acquisition (including those issuable pursuant to the Concurrent Private Placement) on the TSXV, shall have been obtained; and

(d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including the Amalgamation and the Consolidation (other than any order or decree initiated or obtained by any Party, directly or indirectly).

9.02 The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Effective Date as certified by a senior executive officer of the Company on the Effective Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser, in its sole discretion:

(a) The representations and warranties of the Company contained in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Effective Date, in each case in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such Effective Date.

(b) The Company shall have performed, fulfilled or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by them at or prior to the Effective Date.

(c) All approvals, consents and authorizations of third parties required to be obtained by the Company in respect of the transactions contemplated herein, if any, shall have been obtained on terms acceptable to the Purchaser, acting reasonably.

(d) The Company shall deliver or cause to be delivered to the Purchaser the Sachiel Closing Documents as set forth in Section 10.02 in a form satisfactory to the Purchaser, acting reasonably.

(e) All proceedings to be taken in connection with the transactions contemplated in this Agreement shall be satisfactory in form and substance to the Purchaser, acting reasonably, and the Purchaser shall have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or completion of such transactions and the taking of all necessary proceedings in connection therewith.

(f) No action or proceeding shall be pending or threatened by any Person in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or the right of the Company or the Sole Subsidiary to conduct its business after the Effective Time on substantially the same basis as operated immediately prior to the date hereof.

9.03 The transactions contemplated herein are subject to the following conditions to be fulfilled or performed on or prior to the Effective Date as certified by a senior executive officer of the Purchaser and a senior executive officer of Subco on the Effective Date, which conditions are for the exclusive benefit of the Company and may be waived, in whole or in part, by the Company in its sole discretion:

(a) The representations and warranties of the Purchaser contained in this Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Effective Date, in each case in all material respects, with the same force and effect as if such representations and warranties had been made on and as of such Effective Date.

(b) The Purchaser and Subco shall have performed, fulfilled or complied with, in all material respects, all of their obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by the Purchaser and Subco at or prior to the Effective Date.

(c) All approvals, consents and authorizations of third parties in respect of the transactions contemplated herein required to be obtained by the Purchaser and/or Subco shall have been obtained on terms acceptable to the Company acting reasonably.

(d) The Purchaser and Subco shall deliver or cause to be delivered to the Company, the Purchaser and Subco Closing Documents as set forth in Section 10.03 in a form satisfactory to the Company acting reasonably.

(e) All proceedings to be taken in connection with the transactions contemplated in this Agreement shall be satisfactory in form and substance to the Company, acting reasonably, and the Company shall have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation or completion of such transactions and the taking of all necessary proceedings in connection therewith.

(f) No action or proceeding shall be pending or threatened by any Person (other than by the Company, directly or indirectly) in any jurisdiction, to enjoin, restrict or prohibit any of the transactions contemplated by this Agreement or the right of the Purchaser and Subco to conduct its business after the Effective Time on substantially the same basis as operated immediately prior to the date hereof.

ARTICLE X
CLOSING

10.01 The Closing shall be completed at the offices of Owen Bird Law Corporation at 10 a.m. (Vancouver time) on the Effective Date, intended to be either the Business Day prior to the Effective Date or the same day as the Effective Date, or at such other time and/or place as may be mutually agreed upon by the parties hereto. Documents delivered at Closing shall be released on the Effective Date.

10.02 On the day of Closing, the Company shall deliver to the Purchaser the following documents dated the date of Closing unless otherwise provided:

(a) a certified copy of the resolutions of the directors and shareholders, as applicable, of the Company approving and authorizing the transactions herein contemplated;

(b) a certificate representing eleven (11) common shares in the capital of Amalco registered in the name of the Purchaser;

(c) a certificate of status for the Company dated not earlier than the Business Day immediately prior to the Closing;

(d) the officer's certificate contemplated in Section 9.02;

(e) an officer's certificate with respect to the constating documents of the Company; and

(f) for each shareholder of the Company who is a U.S. Person, a certificate as to such shareholder's status as a U.S. Accredited Investor, in form and content acceptable to the Purchaser.

10.03 On the day of Closing, the Purchaser and Subco shall deliver to the Company the following documents dated the date of Closing unless otherwise provided:

(a) certificates or other evidence of ownership satisfactory to the Company, acting reasonably (including uncertificated records registered in the name of CDS Clearing and Depository Services Inc. on the book-based securities transfer system administered by it, *provided that* U.S. Persons as identified by the Company must be issued physical certificates), in each case bearing such legends as may be required by the Company, the TSXV or other Governmental Authority and in the respective names of each holder of record of:

(i) the Common Shares issuable to such holders pursuant to the Amalgamation (bearing the new name of the Purchaser) in exchange for the Sachiel Common Shares issued and outstanding at the time of the Closing;

(b) a certified copy of the resolutions of the directors and shareholders, as applicable, of the Purchaser and Subco approving and authorizing the transactions and issuances, creation, reservation and delivery of shares and other securities herein contemplated;

(c) a certificate of status for each of the Purchaser and Subco dated not earlier than the Business Day immediately prior to the Closing;

(d) an officer's certificate with respect to the constating documents of the Purchaser;

(e) the officer's certificate contemplated in Section 9.03;

(f) resignations duly signed and delivered by each of the directors and officers of the Purchaser (other than Wei Kang and Iris Duan), in form and substance satisfactory to the Company, acting reasonably; and

(g) a cancelled share certificate or such other legal instrument satisfactory to the Company evidencing the cancellation of the Subco Common Shares registered in the name of the Purchaser.

ARTICLE XI
TERMINATION

11.01 If any of the conditions set forth in Sections 9.01 or 9.02 have not been fulfilled or waived at or prior to the Termination Deadline, the Purchaser and Subco may terminate this Agreement by notice in writing to the Company, and in such event the Purchaser and Subco shall be released from all obligations hereunder save and except for their obligations under Sections 12.02 and 12.06, which shall survive. If the Purchaser and/or Subco waive compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of their rights of termination in the event of non-fulfilment, non-observance or non-performance by the Company of any other condition, obligation, or covenant in whole or in part.

11.02 If any of the conditions set forth in Section 9.01 or 9.03 have not been fulfilled or waived at or prior to Termination Deadline, the Company may terminate this Agreement by notice in writing to the Purchaser, and in such event the Company shall be released from all obligations hereunder save and except for their obligations under Sections 12.02 and 12.06, which shall survive. If the Company waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of their rights of termination in the event of non-fulfilment, non-observance or non-performance by the Purchaser and/or Subco of any other condition, obligation or covenant in whole or in part.

11.03 This Agreement may, by notice in writing given prior to or on the Effective Date, be terminated by mutual written consent of the Parties and, in such event, each Party shall be released from all obligations under this Agreement, save and except for its obligations, if any, under Sections 12.02 and 12.06 which shall survive.

11.04 Each Party's right of termination under this Article XI is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in Article XI shall limit or affect any other rights or causes of action the Purchaser, the Company or Subco may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. Upon termination of this Agreement, the Amalgamation Agreement, if executed and entered into at that time, shall also be deemed terminated concurrently with the termination of this Agreement.

ARTICLE XII
GENERAL

12.01 ***Counterparts.*** This Agreement may be executed in several counterparts (by original or facsimile signature), each of which when so executed shall be deemed to be an original and each of such counterparts, if executed by each of the Parties, shall constitute a valid and enforceable agreement among the Parties.

12.02 ***Confidentiality***. All information provided to or received by the Parties shall be treated as confidential ("**Confidential Information**"). Subject to the provisions of this Section 12.02, no Confidential Information shall be published, disclosed or used, directly or indirectly, in any manner whatsoever, by any Party without the prior written consent of the others, not be unreasonably withheld or delayed. The consent required by this section shall not apply to a disclosure that the disclosing party can show by reasonable documentary evidence or otherwise:

(a) as of the date of this Agreement, was in the public domain;

(b) after the date of this Agreement, was published or otherwise became part of the public domain through no fault of the disclosing party or an Affiliate thereof (but only after, and only to the extent that, it is published or otherwise becomes part of the public domain); or

(c) was information that the disclosing party or its Affiliates were required to disclose pursuant to the order of any Governmental Authority or judicial authority.

12.03 ***Severability.*** In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

12.04 ***Applicable Law.*** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

12.05 ***Successors and Assigns.*** This Agreement shall accrue to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators and assigns, provided that this Agreement shall not be assigned by any one of the parties without the prior written consent of each of the other parties.

12.06 ***Costs and Expenses.*** Each of the Parties shall be responsible for its own costs and charges incurred with respect to the consummation of the transactions contemplated hereby including, without limitation, all costs and charges incurred prior to the date hereof and all legal and accounting fees and disbursements relating to preparing this Agreement, or otherwise relating to the transactions contemplated hereby. For greater certainty, if sponsorship is required by the TSXV, the Purchaser agrees to bear the sponsorship fee and the reasonable costs incurred by the sponsor (including reasonable legal fees and expenses of the sponsor's legal counsel) in connection with the Acquisition as well as any fees and expenses requested by the TSXV, including, but not limited to, the listing fees and any other fees associated with searches or investigations to be conducted by the TSXV in respect of non-Canadian resident directors or officers nominated by the Company.

12.07 ***Interpretation.***

(a) *Schedules.* Schedules and other documents attached or referred to in this Agreement are an integral part of this Agreement.

(b) *Sections and Headings.* The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.

12.08 ***Further Assurances.*** Each of the Parties hereto will from time to time after the Effective Date at the other's request and expense and without further consideration, execute and deliver such other instruments of transfer, conveyance and assignment and take such further action as the other may reasonably require to give to any matter provided for herein.

12.09 ***Entire Agreement.*** This Agreement and the schedules referred to herein constitute the entire agreement among the Parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof including but not limited to the Letter of Intent. None of the Parties hereto shall be bound or charged with any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in this Agreement or in the schedules, documents and instruments to be delivered on the Effective Date pursuant to this Agreement. The Parties hereto further acknowledge and agree that, in entering into this Agreement and in delivering the schedules, documents and instruments to be delivered on the Effective Date, they have not in any way relied, and will not in any way rely, upon any oral or written agreements, representations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in this Agreement or in such schedules, documents or instruments.

12.10 ***Notices.*** Any notice required or permitted to be given hereunder shall be in writing and shall be effectively given if (i) delivered personally, (ii) sent prepaid courier service or mail, or (iii) sent by e-mail or other similar means of electronic communication (confirmed on the same or following day by prepaid mail) addressed as follows:

in the case of notice to the Purchaser or Subco:

Suite 515, 4538 Kingsway Avenue
Burnaby, BC
V5H 4T9

Attention: Wei Kang
Email: weikangcpa@gmail.com

with copies to:

Owen Bird Law Corporation
Suite 2900, 595 Burrard Street
PO Box 49130
Vancouver, BC
V7X 1J5

Attention: Ron Paton
Fax: 604-632-4440
E-mail: rpaton@owenbird.com

in the case of notice to the Company:

Suite 2368, 666 Burrard Street
Vancouver, BC
V6C 2X8

Attention: Bei Nie, Chief Executive Officer
Email: bein@sachielwaterinc.com

with copies to:

CMJC Law Corporation
Suite 207, 1477 West Pender Street
Vancouver, BC
V6G 2S3

Attention: James Chen
Fax: N/A
Email: jchen@cmjc-law.com

Any notice, designation, communication, request, demand or other document given or sent or delivered as aforesaid shall:

(a) if delivered as aforesaid, be deemed to have been given, sent, delivered and received on the date of delivery;

(b) if sent by mail as aforesaid, be deemed to have been given, sent, delivered and received (but not actually received) on the fourth Business Day following the date of mailing, unless at any time between the date of mailing and the fourth Business Day thereafter there is a discontinuance or interruption of regular postal service, whether due to strike or lockout or work slowdown, affecting postal service at the point of dispatch or delivery or any intermediate point, in which case the same shall be deemed to have been given, sent, delivered and received in the ordinary course of the mail, allowing for such discontinuance or interruption of regular postal service, and

(c) if sent by email or other electronic communication, be deemed to have been given, sent, delivered and received on the date the sender receives the telecopy answer back, or a response from the recipient, confirming receipt by the recipient, unless sent after business hours or on a day that is not a Business Day, in which case receipt shall be deemed to the immediately following Business Day.

12.11 ***Waiver.*** Any Party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof at any time on or prior to the Effective Date, provided however that such waiver shall be evidenced by written instrument duly executed on behalf of such party.

12.12 ***Amendments.*** No modification or amendment to this Agreement may be made unless agreed to by the parties hereto in writing.

12.13 ***Remedies Cumulative.*** The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

12.14 ***Currency.*** Unless otherwise indicated, all dollar amounts referred to in this Agreement are in the lawful money of Canada.

12.15 ***Number and Gender.*** In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

(a) words in the singular number include the plural and such words shall be construed as if the plural had been used;

(b) words in the plural include the singular and such words shall be construed as if the singular had been used; and

(c) words importing the use of any gender shall include all genders where the context or the party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.

12.16 ***Time of Essence.*** Time shall be of the essence hereof.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF this agreement has been executed by the parties hereto as of the date first above written.

SACHIEL CONNECT INC.

Per: "Bei Nie"
Name: Bei Nie
Title: *CEO*

EXALT CAPITAL CORP.

Per: "Wei Kang"
Name: Wei Kang
Title: *CEO and President*

1148535 B.C. LTD.

Per: "Wei Kang"
Name: Wei Kang
Title: *CEO and President*

Schedule "A"

Form of Amalgamation Agreement

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made *as of the ● day of ●, 2018*

BETWEEN:

Sachiel Connect Inc., a corporation incorporated under the laws of the Province of British Columbia

("Sachiel")

AND:

1148535 B.C. Ltd., a corporation incorporated under the laws of the Province of British Columbia

("Subco")

AND:

Exalt Capital Corp., a corporation incorporated under the laws of the Province of British Columbia

("Exalt")

WHEREAS:

A. Subco is a wholly owned subsidiary of Exalt;

B. Each of the parties hereto has made a full disclosure to the others of all of its respective assets and liabilities;

C. Each of Sachiel, Subco and Exalt has only one (1) class of issued and outstanding common shares; and

D. It is desirable for business reasons that the amalgamation of Sachiel and Subco (the "Amalgamation") be effected.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreements, covenants and conditions contained in this Agreement, each of the Companies covenants and agrees with the other as follows:

(1) In this Agreement, the expression "Amalgamated Company" means the company continuing from the Amalgamation.

(2) Sachiel and Subco hereby agree to amalgamate under the provisions of the British Columbia *Business Corporations Act* S.B.C. 2002, C.57 (the "Act") and to continue as one company under the Act on the terms and conditions set out in this Agreement.

(3) The name of the Amalgamated Company shall be "*Sachiel Holdings Ltd.*", which name is reserved in the office of the British Columbia Registrar of Companies (the "Registrar").

(4) The Notice of Articles of the Amalgamated Company shall contain the information contained in the form of notice of articles included in the form of amalgamation application attached as Schedule 1 to this Agreement.

(5) The Articles of the Amalgamated Company shall be in the form attached as Schedule 2 to this Agreement, and the said Articles shall be signed by one of the first directors of the Amalgamated Company referred to in paragraph (7) of this Agreement.

(6) The mailing and delivery addresses of the registered and records offices of the Amalgamated Company, until changed in accordance with the Act, shall be as set out in the Notice of Articles referred to in paragraph (4) of this Agreement.

(7) The number of directors of the Amalgamated Company, until changed in accordance with the Articles of the Amalgamated Company, shall be one (1). The full name and prescribed address of the first director of the Amalgamated Company is:

Full Name	**Prescribed Address**
Wei Kang	●

Each such director shall hold office until he or she ceases to hold office as specified in the Act, or in the Articles of the Amalgamated Company. The director(s) shall carry on and continue the operations of the Amalgamated Company in such manner as they shall determine, subject to and in accordance with the Articles of the Amalgamated Company and the Act.

(8) The full names and offices of the first officers of the Amalgamated Company are:

Full Name	**Office**
Wei Kang	President and Chief Executive Officer

The officer(s) shall hold office at the pleasure of the directors of the Amalgamated Company.

(9) The authorized share structure of the Amalgamated Company shall consist of an unlimited number of common shares. The issued shares of each of Sachiel and Subco, the amalgamating companies (collectively, the "Companies"), shall be exchanged for those of the Amalgamated Company or otherwise dealt with as follows:

(a) each issued and outstanding Subco common share shall be exchanged for one fully paid Amalgamated Company common share, and all such Subco common shares shall be cancelled;

(b) each issued and outstanding Sachiel common share shall be exchanged for 7.973148845811357 fully paid and non-assessable common shares issued by Exalt, and all such Sachiel common shares shall be cancelled;

(c) in consideration of the issuance by Exalt of the Exalt common shares pursuant to subparagraph (b) above, the Amalgamated Company shall issue to Exalt ten (10) fully paid and non-assessable Amalgamated Company common shares; and

(d) notwithstanding subparagraph (b) above, no fractional Exalt common share will be issuable to the common shareholders of Sachiel pursuant to the Amalgamation, and no cash payment or other form of consideration will be payable in lieu thereof. Any such fractional Exalt common share interest to which a registered common shareholder of Sachiel would otherwise be entitled pursuant to the Amalgamation will be rounded down to the nearest whole common share.

After the Amalgamation becomes effective, each shareholder of Subco who is entitled to receive shares of the Amalgamated Company in exchange for his, her or its shares of Subco may at any time surrender the certificate or certificates representing the shares of Subco held by such shareholder to the Amalgamated Company, and in return shall be entitled to receive a certificate representing shares of the Amalgamated Company on the basis set out herein. Until such surrender and exchange, the share certificate or certificates representing shares of Subco held by each such shareholder shall be evidence of each such shareholder’s right to receive a share certificate issued by the Amalgamated Company as provided herein.

After the Amalgamation becomes effective, each shareholder of Sachiel who is entitled to receive shares of Exalt in exchange for his, her or its shares of Sachiel may at any time surrender the certificate or certificates representing the shares of Sachiel held by such shareholder to the Amalgamated Company, and in return shall be entitled to receive a certificate representing shares of Exalt on the basis set out herein. Until such surrender and exchange, the share certificate or certificates representing shares of Sachiel held by each such shareholder shall be evidence of each such shareholder’s right to receive a share certificate issued by Exalt as provided herein.

(10) The paid-up capital of the Amalgamated Company shall be equal to the aggregate of the issued capital for the issued and outstanding shares of the Amalgamating Companies immediately before the Amalgamation becomes effective.

(11) The financial year-end of the Amalgamated Company shall be September 30, until changed by the director(s) of the Amalgamated Company.

(12) Each of the parties hereto may, by resolution of their respective directors, assent to any alteration or modification of this Agreement which the respective shareholders of each of the parties hereto may approve, and all alterations and modifications so assented to by all the parties shall be binding upon the parties hereto.

(13) The Amalgamation shall take effect and go into operation effective following the adoption of this Agreement as required by law and in accordance with the filing of all necessary documents with the Registrar before that time, or at such later time, or time and date, as may be determined by the directors or by special resolutions of the parties hereto when this Agreement shall have been adopted as required by law; provided, however, that if the respective directors of any of the parties hereto determine that it is in the best interests of the parties hereto, or any of them, or of the Amalgamated Company, not to proceed with the Amalgamation, then any of the parties hereto may,

by written notice to the others, terminate this Agreement at any time prior to Sachiel and Subco being amalgamated, and in such event, the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Companies.

(14) Upon the Amalgamation taking effect and thereafter, the property, rights and interests of each of the Companies shall continue to be the property, rights and interests of the Amalgamated Company and the Amalgamated Company shall continue to be liable for all the obligations of each of the Companies, without any further deeds, transfers or conveyances, as fully and effectually and to all intents and purposes as the same are held or borne by each of the Companies, respectively, immediately prior to the Amalgamation, and the directors of the Amalgamated Company shall have full power to carry the Amalgamation into effect and to perform such acts as are necessary or proper for such purposes. The provisions of this paragraph shall not be deemed to exclude any of the effects, rights or privileges that at law may be incidental to or result from the Amalgamation, whether or not herein specifically mentioned. Each shareholder of each of the Companies shall be bound by the terms of this Agreement.

(15) Subject to the provisions of paragraph (13) of this Agreement, if this Agreement is adopted by each of the amalgamating parties as required by the Act, the Companies agree that they will, jointly and together, file with the Registrar an Amalgamation Application containing the information set out in the form attached as Schedule 1 to this Agreement.

(16) Each of the parties hereto agrees to do, execute and deliver, and cause to be done, executed and delivered, all such further acts, deeds, documents and instruments as are necessary or desirable to give full force and effect to this Agreement.

(17) This Agreement may be executed in several counterparts (by original or facsimile signature), each of which when so executed shall be deemed to be an original and each of such counterparts, if executed by each of the parties, shall constitute a valid and enforceable agreement among the parties.

IN WITNESS WHEREOF each of the parties hereto has duly executed this Agreement the day and year first above written.

SACHIEL CONNECT INC.

Per: "Bei Nie"
Name: Bei Nie
Title: *CEO*

EXALT CAPITAL CORP.

Per: "Wei Kang"
Name: Wei Kang
Title: *CEO and President*

1148535 B.C. LTD.

Per: “Wei Kang”

Name: Wei Kang

Title: *CEO and President*

SCHEDULE 1
NOTICE OF ARTICLES OF THE AMALGAMATED COMPANY

TO BE ATTACHED.

SCHEDULE 2
ARTICLES OF THE AMALGAMATED COMPANY

TO BE ATTACHED.