

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made effective as of the 20th day of December, 2013.

AMONG:

MONARCH ENERGY LIMITED, a company incorporated under the laws of the Province of British Columbia, having an office for mailing at Suite 501, 65 Queen Street West, Toronto, Ontario, M5H 2M5 (“**Monarch**”)

AND:

CHROMEDX LTD., a company incorporated under the laws of the Province of Ontario, having an office address of Suite 400, 365 Bay Street, Toronto, ON M5H 2V1 (“**ChroMedX**”)

AND:

CHROMEDX INC., a company incorporated under the laws of the Province of Ontario, having an office address of 6 Trout Lily Avenue, Markham, Ontario, L3S 4C1 (“**ChroMedX Inc.**”)

WHEREAS:

- (A) The Parties intend to effect a business combination pursuant to which the patents and patents pending of ChroMedX Inc. are to be acquired by Monarch through the acquisition of all of the issued and outstanding shares of ChroMedX (the “**Acquisition**”);
- (B) The parties intend to effect the Acquisition by way of share exchange in accordance with the terms and conditions of this Agreement;
- (C) As a condition of the completion of the Acquisition, ChroMedX Inc. will transfer all right, title and interest in and to the Patents (as defined below) and grant to ChroMedX the Ultrafiltration Option (as defined below);
- (D) As a condition of the completion of the Acquisition, Monarch will complete the Listing (as defined herein).

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, the parties covenants and agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, including the schedules hereto:

- (a) “**Acquisition**” means the acquisition of all of the issued and outstanding common shares of ChroMedX by Monarch pursuant to the terms and conditions in this Agreement;
- (b) “**Agreement**” means this agreement and all schedules and instruments in amendment or confirmation of it; and the expressions “Article” and “Section” followed by a number mean and refer to the specified Article or Section of this Agreement;
- (c) “**Applicable Securities Laws**” means, collectively, the applicable securities laws in the jurisdictions of Canada, all as now enacted or as the same may from time to time be amended, re-enacted or replaced, the respective regulations, rules, orders, and forms under such laws and the applicable published policy statements, national instruments, and multi-lateral instruments of and any exempting orders issued by any of the securities regulatory authorities;
- (d) “**Business Day**” means a day other than a Saturday, Sunday or statutory or civic holiday in the City of Toronto, Ontario;
- (e) “**ChroMedX Offerings**” has the meaning ascribed thereto in Section 2.04;
- (f) “**ChroMedX Shares**” means the common shares in the capital of ChroMedX;
- (g) “**ChroMedX Shareholders**” means the shareholders of ChroMedX;
- (h) “**Closing**” means the completion of the Acquisition contemplated in this Agreement;
- (i) “**Closing Date**” means the date on which the Closing occurs, which will be such date as Monarch and ChroMedX agree to, but in any event not later than April 30, 2014;
- (j) “**Consolidation**” means the consolidation in the capital of Monarch on a 10 for 1 basis as approved by the shareholders of Monarch at the annual general and special meeting held on July 18, 2013;
- (k) “**Encumbrance**” means any and all interests, claims, hypothecs, mortgages, charges, liens (whether contractual, statutory, or otherwise), security interests, assignments, actions, levies, taxes, writs of execution, trusts or deemed trusts (whether contractual, statutory, or otherwise), options, agreements, disputes, debts, encumbrances, or other rights, limitations or restrictions of any nature whatsoever, whether or not they have attached or been perfected, registered or filed, whether secured or unsecured or otherwise, whether liquidated, unliquidated or contingent;
- (l) “**Income Tax Act**” means the *Income Tax Act* (Canada) in effect on the date of this Agreement;

- (m) “**Initial ChroMedX Offering**” means the initial financing of ChroMedX for gross proceeds of up to CDN\$30,000 through the issuance of units of ChroMedX at a price of CDN\$0.02 per unit (each an “**Initial Unit**”). Each Initial Unit will consist of one (1) ChroMedX Share and one (1) common share purchase warrant, each whole warrant entitling the holder to acquire one ChroMedX Share at an exercise price of CDN\$0.10 for a period of eighteen (18) months following the date ChroMedX lists on a recognized Canadian stock exchange (the “**Initial Warrant**”). ChroMedX will be deemed to list on a recognized Canadian stock exchange upon completion of the Acquisition and Listing.
- (n) “**Listing**” means the listing of the Monarch Shares for trading on the CNSX;
- (o) “**Material Adverse Change**” or “**Material Adverse Effect**” means, when used in connection with a company, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of the company, taken as a whole, and which change or effect may reasonably be expected to materially reduce the value of the equity securities of the company (other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by the company to the other party prior to the date hereof; (ii) resulting from conditions affecting the mining industry as a whole; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere);
- (p) “**Monarch Shares**” means the common shares in the capital of Monarch;
- (q) “**Monarch Financial Statements**” means the audited financial statements of Monarch for the period ended September 30, 2013;
- (r) “**Monarch Options**” means the 5,300,000 options to acquire Monarch Shares;
- (s) “**Parties**” means each of Monarch, ChroMedX and ChroMedX Inc. and “**Party**” means any one of them;
- (t) “**Patents**” means all the patents and patents pending of ChroMedX Inc. as listed in Schedule “B”, excluding the ultrafiltration patents;
- (u) “**Person**” means and includes an individual, firm, sole proprietorship, partnership, joint venture, venture capital or hedge fund, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, trust, body corporate (including a limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, governmental entity, syndicate or other entity, whether or not having legal status;
- (v) “**Purchased Shares**” has the meaning ascribed thereto in Section 2.01;
- (w) “**Subsequent ChroMedX Offering**” means the offering of units of ChroMedX at a price of \$0.10 per unit (each a “**Subsequent Unit**”) for aggregate gross proceeds of a minimum of CDN\$600,000 and a maximum of CDN\$1,200,000 on or before the Closing Date. Each Subsequent Unit will consist of the following: (i) one ChroMedX Share; (ii)

one-half common share purchase warrant, each whole warrant entitling the holder to acquire one ChroMedX Share at an exercise price of CDN\$0.15 for a period of twelve (12) months following issuance of the warrant; and (iii) one-half common share purchase warrant, each whole warrant entitling the holder to acquire one ChroMedX Share at an exercise price of CDN\$0.25 for a period of eighteen (18) months following issuance of the warrant;

- (x) “**Time of Closing**” means 10:00 a.m. (Toronto time) on the Closing Date;
- (y) “**Transfer Agent**” means CST Trust Company;
- (z) “**TSXV**” means the TSX Venture Exchange;
- (aa) “**Ultrafiltration Option**” means the option, subject to the license back condition as stated below, to be granted by ChroMedX Inc. to ChroMedX to acquire the Ultrafiltration Patents for a period of two (2) years from the date of such grant for a purchase price of CDN\$1,500,000, such purchase price to be satisfied either by a cash payment or through the issuance of common shares of ChroMedX (or its successor or public company affiliate) at a minimum price of 20% discount to the 10-day volume weight average trading price of the ChroMedX (or its successor or public company affiliate) common shares immediately preceding the exercise of the Ultrafiltration Option. In the event ChroMedX does not exercise the Ultrafiltration Option, pursuant to the terms thereof, ChroMedX agrees to grant ChroMedX Inc. an exclusive license, with the rights to sublicense, the portion of US Patent Application [redacted] (the “**License Back**”) as further described in Schedule “B” related to manual ultrafiltration of plasma or serum. For greater certainty, this License Back does not include the portion of US Patent Application [redacted] related to extraction of plasma from whole blood.

1.02 Time

Time will be of the essence hereof.

1.03 Governing Law

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.04 Clause References

The division of this Agreement into Articles, sections, subsections, clauses, subclauses, and paragraphs and the provisions of headings for all or any thereof is for convenience of reference only and will not affect the interpretation of this Agreement.

1.05 Expanded Meanings

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, (i) words importing the singular will include the plural and vice versa; (ii) words importing gender will include the masculine, feminine and neuter genders; and (iii) references to any statute includes all regulations made thereunder, all amendments to the statute or regulation

in force from time to time, and every statute or regulation that supplements, supersedes such statute or regulation.

1.06 Currency and Payment

All references to currency are to lawful money of Canada.

1.07 Amendment

No amendment or modification of this Agreement will be binding unless in writing and signed by the parties intended to be bound thereby.

1.08 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, understandings, negotiations and discussions, whether oral or written.

1.09 Invalidity of Provisions

If any of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity or legality or enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.

1.10 Schedules

The following Schedules referred to in this Agreement are incorporated herein by reference and form a part hereof:

Schedule "A" - Capitalization of Monarch on Closing

Schedule "B" – List of Patents

ARTICLE II PURCHASE BY MONARCH OF CHROMEDX SHARES

2.01 Purchase and Sale

Subject to the terms and conditions of this Agreement, ChroMedX and ChroMedX Inc. agree to, and cause the ChroMedX Shareholders to agree to, assign, sell and transfer to Monarch and Monarch agrees to purchase from the ChroMedX Shareholders, including ChroMedX Inc., on the Closing Date, all of the issued and outstanding common shares in the capital of ChroMedX following the ChroMedX Offerings (collectively, the "**Purchased Shares**"), which represent 100% the issued and outstanding shares in the capital of ChroMedX.

2.02 Purchase Consideration

The purchase price for the Purchased Shares will be paid by Monarch on the Closing Date by the issuance to the ChroMedX Shareholders of an aggregate of up to 28,500,000 post-

Consolidation Monarch Shares (the “**Consideration Shares**”) at a deemed price of \$0.10 per Consideration Share, for an aggregate value of \$2,850,000, and the issuance of up to 13,500,000 warrants of Monarch to acquire post-Consolidation shares of Monarch (the “**Monarch Warrants**”), and with the Consideration Shares referred to hereinafter as the “**Consideration Securities**”) on the same terms and conditions of the current ChroMedX warrants outstanding as of the Closing Date. It is the understanding of the Parties hereto that this Agreement shall provide for the purchase of all of the common shares in the capital of ChroMedX that are owned or held by the ChroMedX Shareholders at the Time of Closing, whether same are owned as at the date hereof or to be acquired after the date hereof.

2.03 Board and Officer Appointments

Subject to regulatory approval, Monarch shall cause the board of directors of Monarch (“**Board**”) to be reconstituted on the Closing Date such that Gerald Otterman and Michael Turko will resign as directors and officers of Monarch effective as of the Closing Date and James Samsouandar will be duly added to the board of directors. Further, George Langdon and James Samsouandar will mutually agree to the appointment of two (2) additional directors to be added to the Board on or prior to the Closing Date.

2.04 Initial ChroMedX Offering and Subsequent ChroMedX Offering

ChroMedX will use commercially reasonable efforts to complete the Initial ChroMedX Offering and Subsequent ChroMedX Offering (collectively, the “**ChroMedX Offerings**”) on or prior to the Closing Date, and it is the understanding of the Parties that the ChroMedX Offerings are a condition to completion of the Acquisition.

2.05 CNSX Listing Application and TSXV De-Listing

In connection with the transaction contemplated herein, Monarch will apply for the Listing and concurrently or promptly following the Listing seek approval to de-list from the TSXV (the “**De-Listing**”). The Parties agree to jointly prepare, certify as required, and submit to the CNSX and TSXV all documents required by the CNSX and/or TSXV in connection with the Listing and De-Listing, including a CNSX listing application containing full, true and plain disclosure of all material facts relating to Monarch, ChroMedX, ChroMedX Inc., as applicable, and the Acquisition, all required financial statements and other disclosure.

2.06 Finder’s Fees

No finder’s fees will be paid or are payable by Monarch or ChroMedX to any other person in connection with the transactions contemplated hereby, other than any reasonable brokerage fees, finder’s fees or commissions that may be payable by connection with the ChroMedX Offerings.

2.07 Acknowledgements

Monarch hereby acknowledges and agrees with ChroMedX and ChroMedX Inc. as follows:

- (a) all Parties have been advised that no prospectus has been filed in connection with the issuance and granting of the Consideration Securities and as the Consideration Securities

are being issued and granted to the ChroMedX Shareholders pursuant to exemptions from the prospectus and registration requirements of applicable securities laws:

- (i) most of the civil remedies applicable to the issuance and granting of securities by way of prospectus provided for in such laws are not available to the such ChroMedX Shareholder;
 - (ii) such ChroMedX Shareholder may not receive information that would be provided if no such exemptions were available; and
 - (iii) Monarch is relieved of certain obligations in respect of offerings by way of prospectus which would otherwise apply under applicable securities laws;
- (b) the CNSX may require some or all of the ChroMedX Shareholders to deposit some or all of their Consideration Securities in escrow pursuant to an escrow agreement in the form and on the terms required by the CNSX (an “**CNSX Escrow Agreement**”) and each of the ChroMedX Shareholders covenants and agrees that if required to do so by the CNSX such ChroMedX Shareholders will enter into an CNSX Exchange Escrow Agreement on Closing and will deposit such Consideration Securities in escrow in accordance therewith;
- (c) there are risks associated with the acquisition of the Consideration Securities and any Monarch Shares issuable upon conversion or exchange thereof;
- (d) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Consideration Securities;
- (e) the Consideration Securities may be subject to certain resale restrictions under Applicable Securities Laws and ChroMedX agrees to comply with such restrictions and also acknowledges that the certificates for the Consideration Securities may bear a legend or legends respecting restrictions on transfers as required under Applicable Law and that ChroMedX and the ChroMedX Shareholders have been advised to consult its own legal advisor with respect to applicable resale restrictions and that each is solely responsible for complying with such restrictions; and
- (f) the ChroMedX Shareholders will comply with any requirements imposed, if applicable, by the CNSX, TSXV or securities legislation as a result of the shareholdings of such ChroMedX Shareholder in ChroMedX exceeding certain thresholds, such requirements to include, without limitation, the filing of insider and early warning reports.

ARTICLE III CLOSING CONDITIONS

3.01 Closing Conditions in Favour of Monarch

The obligations of Monarch, ChroMedX and ChroMedX Inc. to close the transactions under this Agreement are subject to the following conditions to be fulfilled or performed prior to

Closing, which conditions are for the exclusive benefit of Monarch and may be waived, in whole or in part, by Monarch in its sole discretion:

- (a) ChroMedX Inc. shall have completed the transfer of all rights, title and interest in and to the Patents to ChroMedX prior to the Closing Date to the sole satisfaction of Monarch;
- (b) ChroMedX Inc. shall have completed the grant to ChroMedX of the Ultrafiltration Option prior to the Closing Date, to the sole satisfaction of Monarch, in exchange for the issuance of 15,000,000 common shares in the capital of ChroMedX to ChroMedX Inc.;
- (c) Monarch shall have received the conditional approval from the CNSX for the Listing and the conditional approval of the TSXV for the De-Listing;
- (d) ChroMedX Inc. shall have provided to Monarch full authorization to use the "ChroMedX" name and further, shall have transferred any and all consents, documents, registrations necessary to provide Monarch full and complete authorization and right to use the "ChroMedX" name. Following completion of the Acquisition ChroMedX Inc. agrees to refrain from using the "ChroMedX" name and promptly change its name to such other name;
- (e) If required by the CNSX, the ChroMedX Shareholders will have executed the CNSX Escrow Agreement and each of the ChroMedX Shareholders will have deposited with the escrow agent, those of his, her or its Consideration Securities to be deposited under the CNSX Escrow Agreement, as applicable, on Closing;
- (f) any and all regulatory approvals, notifications or consents, including those of the CNSX and TSXV, and any and all third party consents or waivers required to complete the transactions herein contemplated, will have been obtained on terms satisfactory to Monarch and evidence of same will have been delivered to Monarch for review and approval;
- (g) the representations and warranties of each of the ChroMedX Shareholders, ChroMedX and ChroMedX Inc. contained in this Agreement will be true and correct in all respects at the Time of Closing, with the same force and effect as if such representations and warranties were made at and as of such time, and a certificate of an officer of each of ChroMedX and ChroMedX Inc. dated the Closing Date to that effect will have been delivered to Monarch, such certificate to be in form and substance satisfactory to Monarch, acting reasonably;
- (h) all of the terms, covenants and conditions of this Agreement to be complied with or performed by each of the ChroMedX Shareholders, ChroMedX and ChroMedX Inc. at or before the Time of Closing will have been complied with or performed in all respects, and a certificate by an officer of ChroMedX and ChroMedX Inc. dated the Closing Date to that effect will have been delivered to Monarch, such certificate to be in form and substance satisfactory to Monarch, acting reasonably;
- (i) there will have been no Material Adverse Change in respect of ChroMedX or ChroMedX Inc. since the date of this Agreement;

- (j) no legal or regulatory action or proceeding will be pending or threatened by any person to enjoin, restrict or prohibit the transactions contemplated by this Agreement;
- (k) Monarch will have been satisfied, in its sole discretion, with the results of its due diligence investigation of ChroMedX or ChroMedX Inc. and its business and affairs;
- (l) ChroMedX or ChroMedX Inc., as applicable, shall deliver or cause to be delivered to Monarch the following in form and substance satisfactory to Monarch on or prior to the Closing Date:
 - (i) share certificates representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by irrevocable security transfer powers of attorney duly executed in blank;
 - (ii) certified copies of (i) the charter documents and by laws of ChroMedX and ChroMedX Inc., (ii) all resolutions of the shareholders and the board of directors of each of ChroMedX and ChroMedX Inc. approving the entering into of this Agreement and completion of the transaction contemplated by this Agreement, the transfer of the Purchased Shares to and registration of the Purchased Shares in the name of Monarch and the issue of new share certificates representing the Purchased Shares in the name of Monarch; and (iii) a list of the officers and directors authorized to sign agreements together with their specimen signatures;
 - (iii) a certificate of status, compliance, good standing or like certificate with respect to ChroMedX or ChroMedX Inc. issued by appropriate government officials of their respective jurisdictions of incorporation;
 - (iv) the certificates referred to in Section 3.01(g) and in Section 3.01(h);
 - (v) if required by the CNSX, the CNSX Escrow Agreement signed by each of the ChroMedX Shareholders;
 - (vi) the consents to act as directors of Monarch for James Samsouandar and any other directors to be appointed to Monarch's board of directors on the Closing Date;
 - (vii) an opinion of counsel to ChroMedX or ChroMedX Inc. addressing matters customary in transactions similar to the transaction contemplated by this Agreement;
 - (viii) a duly executed resignation and release effective as at the Closing Date of each director and officer of ChroMedX;
 - (ix) the original minute books, books of account, records, documents and agreements of ChroMedX; and
 - (x) copies of such other documentation or other evidence it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all corporate proceedings in connection with those transactions in accordance with this Agreement, in form and substance satisfactory to Monarch and its counsel, acting reasonably.

If any of the conditions set forth in this section are not fulfilled or waived to the reasonable satisfaction of Monarch, Monarch may, acting reasonably, terminate this Agreement by notice in writing to ChroMedX and ChroMedX Inc. In such event, Monarch will be released from all obligations under this Agreement and ChroMedX, the ChroMedX Shareholders and ChroMedX Inc. will also be so released unless it was reasonably capable of causing such condition or conditions to be fulfilled or it has breached any of its representations, warranties, covenants or agreements in this Agreement.

3.02 Closing Conditions in Favour of ChroMedX and ChroMedX Inc.

The obligations of Monarch, ChroMedX or ChroMedX Inc. to close the transactions under this Agreement are subject to the following conditions to be fulfilled or performed prior to the Closing Date, which conditions are for the exclusive benefit of ChroMedX and may be waived, in whole or in part, by ChroMedX in its sole discretion:

- (a) ChroMedX will have completed the ChroMedX Offerings;
- (b) Monarch shall have completed the Consolidation as approved by the shareholders of Monarch at the annual and special meeting of Monarch held July 18, 2013, immediately prior to the Acquisition;
- (c) Monarch shall have received approval and satisfactory evidence of the cancellation of the 5,300,000 Monarch Options outstanding as of the date of this Agreement;
- (d) Monarch's shareholders shall have given their approval to the completion of the Acquisition and transactions contemplated by this Agreement in the manner required by the CNSX on or before the Closing Date;
- (e) Monarch shall have received the conditional approval of the CNSX for the Listing and the conditional approval of the TSXV for the De-Listing;
- (f) any and all regulatory approvals, notifications or consents, including those of the CNSX and TSXV, and any and all third party consents or waivers required to complete the transactions herein contemplated, will have been obtained on terms satisfactory to ChroMedX or ChroMedX Inc., as applicable, and evidence of same will have been delivered to Monarch for review and approval;
- (g) the representations and warranties of Monarch contained in this Agreement will be true and correct in all respects at the Time of Closing, with the same force and effect as if such representations and warranties were made at and as of such time, and a certificate of an officer of Monarch dated the Closing Date to that effect will have been delivered to ChroMedX or ChroMedX Inc., as applicable, such certificate to be in form and substance satisfactory to ChroMedX or ChroMedX Inc., acting reasonably;
- (h) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Monarch at or before the Time of Closing will have been complied with or performed in all respects, and a certificate by an officer of Monarch dated the Closing Date to that effect will have been delivered to ChroMedX or ChroMedX Inc., such certificate to be in form and substance satisfactory to ChroMedX or ChroMedX Inc., acting reasonably;

- (i) there will have been no Material Adverse Change in respect of Monarch since the date of the Monarch Financial Statements;
- (j) no legal or regulatory action or proceeding will be pending or threatened by any person to enjoin, restrict or prohibit the transactions contemplated by this Agreement;
- (k) ChroMedX or ChroMedX Inc. will have been satisfied, in its sole discretion, with the results of its due diligence investigation of Monarch and its business and affairs;
- (l) Monarch, shall deliver or cause to be delivered to ChroMedX and ChroMedX Inc. the following in form and substance satisfactory to ChroMedX or ChroMedX Inc., as applicable:
 - (i) certificates registered in the name of the ChroMedX Shareholders representing the Consideration Securities;
 - (ii) certified copies of (i) the charter documents and by laws of Monarch, (ii) all resolutions of the shareholders and the board of directors of Monarch approving the entering into and completion of the transaction contemplated by this Agreement, and (iii) a list of the officers and directors authorized to sign agreements together with their specimen signatures;
 - (iii) a certificate of status, compliance, good standing or like certificate with respect to Monarch issued by appropriate government officials of their respective jurisdictions of incorporation;
 - (iv) the certificates referred to in Section 3.02(g) and in Section 3.02(h);

If any of the conditions set forth in this section are not fulfilled or waived to the reasonable satisfaction of the ChroMedX, ChroMedX may, acting reasonably, terminate this Agreement by notice in writing to Monarch. In such event, ChroMedX, the ChroMedX Shareholders and ChroMedX Inc. will be released from all obligations under this Agreement and Monarch will also be so released unless it was reasonably capable of causing such condition or conditions to be fulfilled or it has breached any of its representations, warranties, covenants or agreements in this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.01 Representations and Warranties of Monarch

In order to induce ChroMedX and ChroMedX Inc. to enter into this Agreement and consummate the transactions provided in this Agreement, Monarch represents and warrants as follows to ChroMedX and ChroMedX Inc. that now and as of the Closing Date:

- (a) Monarch has been duly incorporated and is validly existing under the laws of the Province of British Columbia and has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement;

- (b) The authorized share capital of Monarch consists of an unlimited number of Monarch Shares. As of the close of business on September 30, 2013, there were issued and outstanding 101,851,860 Monarch Shares. Other than: (i) the Consideration Securities; (ii) 5,300,000 Monarch Options outstanding prior to the Closing Date; and (iii) the common shares of Monarch that can be issued to satisfy the purchase price upon exercise of the Ultrafiltration Patent, there are no options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise), outstanding stock appreciation rights, phantom equity or similar rights of any character whatsoever requiring or which may require the issuance, sale or transfer by Monarch of any securities of Monarch, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Monarch. All outstanding Monarch Shares have been duly authorized and validly issued, are fully paid and non-assessable, and all Monarch Shares issuable upon the exercise of the Monarch Options in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable, and are not and will not be subject to, or issued in violation of, any pre-emptive rights. All securities of Monarch have been issued in compliance with all Applicable Securities Laws.
- (c) other than securities laws of general application, there are no restrictions of any nature whatsoever affecting the right of Monarch to issue the Consideration Securities to the ChroMedX Shareholders;
- (d) Monarch is not subject to any judgment, order, writ, injunction or decree of any court or governmental body which would prevent the carrying out of this Agreement or consummation of the transactions herein contemplated;
- (e) neither the execution and delivery of this Agreement by Monarch, nor the performance of Monarch's obligations hereunder will be in conflict with, or result in the breach of, or constitute a default by Monarch under its constating documents or any document of any kind to which Monarch is a party or by which it is bound, or under any judgment, decree, order, law, statute, rule or regulation applicable to Monarch;
- (f) Monarch has the requisite corporate power and capacity to execute this Agreement and to create, allot and issue the Consideration Securities as contemplated herein;
- (g) there is no litigation which is material to the business or financial condition of Monarch, there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, or, to its knowledge, in progress, pending or threatened in writing, against or relating to Monarch or its properties or business which if determined adversely to Monarch might materially and adversely affect the properties, business, or the financial condition of Monarch;
- (h) this Agreement has been duly executed and delivered by Monarch and all documents required hereunder to be executed and delivered by it will be duly executed and delivered by Monarch and this Agreement does and such documents and instruments will, constitute legal, valid and binding obligations of Monarch at or prior to the Closing Date, enforceable in accordance with their respective terms;

- (i) all necessary corporate action has been taken or will be taken by Monarch prior to the Closing to duly authorize the allotment and issue of the Consideration Securities, such that upon receipt by Monarch of the Purchased Shares, the Consideration Securities will be validly issued and outstanding as fully paid and non-assessable shares;
- (j) the Monarch Financial Statements truly and fairly present and reflect the financial condition of Monarch and the transactions of the business of Monarch and the results of its operations for the periods therein referred to, and, there has been no Material Adverse Change in the financial position of Monarch from that shown in the Monarch Financial Statements;
- (k) the Consideration Securities are not being issued with knowledge of any material fact about Monarch that has not been generally disclosed;
- (l) Monarch has no direct or indirect subsidiaries and does not own any securities of any other person;
- (m) Monarch has paid all taxes of whatever nature, including all assessments, re-assessments, governmental charges, penalties, interest and fines due and payable by it, to the extent such taxes have become due or have been alleged to be due and Monarch is not aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon with respect to itself;
- (n) other than the agreements contemplated by the Acquisition and the transaction contemplated in this Agreement, Monarch does not have any material agreements;
- (o) all books and records of Monarch, financial, corporate or otherwise, have been kept in accordance with good bookkeeping practices, are true and correct in all respects and are in Monarch's possession or under its control;
- (p) Monarch is not a non-resident of Canada within the meaning of the Income Tax Act..

4.02 Representations and Warranties of ChroMedX, ChroMedX Inc. and the ChroMedX Shareholders

In order to induce Monarch to enter into this Agreement and consummate the transactions provided in this Agreement, ChroMedX Inc. and ChroMedX hereby jointly and severally represent and warrant as follows to Monarch that now and as of the Closing Date:

- (a) ChroMedX and ChroMedX Inc. have been duly incorporated and is validly existing under the laws of Ontario and has the corporate power to own and operate the Patents, as applicable, its property, carry on its business and enter into and perform its obligations under this Agreement;
- (b) ChroMedx and the ChroMedX Shareholders acknowledges and agree to be bound by any restrictions on the resale of the Consideration Securities issued to it at the Time of Closing that may be imposed by applicable law and the CNSX;
- (c) this Agreement has been duly executed and delivered by ChroMedX and ChroMedX Inc. and all documents required hereunder to be executed and delivered by it will have been

duly executed and delivered by ChroMedX and ChroMedX Inc. and this Agreement does and such documents and instruments will, constitute legal, valid and binding obligations of ChroMedX and ChroMedX Inc., enforceable in accordance with their respective terms;

- (d) ChroMedX and ChroMedX Inc. are not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
- (e) The ChroMedX Shareholders are the legal and beneficial owner of the Purchased Shares free and clear of all Encumbrances;
- (f) the authorized share capital of ChroMedX consists of 100 common shares which have been validly issued and are currently outstanding on the date hereof free and clear of all trading restrictions and Encumbrances;
- (g) all of the Purchased Shares have been issued in compliance with all applicable laws including, without limitation, Applicable Securities Laws.
- (h) no Person has any agreement, option, warrant or any right capable of becoming an agreement for the purchase, subscription or issuance of any of the unissued shares in the capital of ChroMedX;
- (i) it is not subject to any judgment, order, writ, injunction or decree of any court or governmental body which would prevent the carrying out of this Agreement or consummation of the transactions herein contemplated;
- (j) neither the execution and delivery of this Agreement by it, nor the performance of its obligations hereunder will be in conflict with, or result in the breach of, or constitute a default under its constating documents or any document of any kind to which it is a party or by which it is bound, or under any judgment, decree, order, law, statute, rule or regulation applicable to it;
- (k) ChroMedX and ChroMedX Inc. have the requisite corporate power and capacity to execute this Agreement;
- (l) there is no litigation which is material to the business or financial condition of ChroMedX or ChroMedX Inc., there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, or to its knowledge, in progress, pending or threatened in writing, against or relating to ChroMedX or ChroMedX Inc. or its respective properties or business which if determined adversely to ChroMedX or ChroMedX Inc., as applicable, might materially and adversely affect the Patents, properties, business, or the financial condition of ChroMedX or ChroMedX Inc.;
- (m) all necessary corporate action has been taken or will be taken by ChroMedX and ChroMedX Inc., as applicable prior to the Closing Date to duly authorize the transfer of the Purchased Shares to Monarch in accordance with this Agreement;

- (n) at the Time of Closing, ChroMedX will have a maximum of 28,500,100 common shares outstanding and 13,500,000 ChroMedX warrants outstanding on the terms in accordance with the ChroMedX Offerings;
- (o) ChroMedX has no direct or indirect subsidiaries and does not own any securities of any other person;
- (p) ChroMedX and ChroMedX Inc. have filed all necessary tax returns and notices on a timely basis and has paid all taxes of whatever nature, including all assessments, re-assessments, governmental charges, penalties, interest and fines due and payable by it, to the extent such taxes have become due or have been alleged to be due and ChroMedX and ChroMedX Inc. are not aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon with respect to itself;
- (q) ChroMedX and ChroMedX Inc. are not a party to any contract, lease, agreement or commitment. All ChroMedX agreements are in full force and effect and neither ChroMedX, ChroMedX Inc. nor any other party thereto is in breach thereof, or with notice or lapse of time or both would result, in breach thereof and no event has occurred with notice or lapse of time or both would result in such a breach;
- (r) all books and records of ChroMedX, financial, corporate or otherwise, have been kept in accordance with good bookkeeping practices, are true and correct in all respects and are in ChroMedX's possession or under its control;
- (s) there are no amounts of any kind whatsoever owing to ChroMedX or ChroMedX Inc. or to any person not acting at arm's length with ChroMedX or ChroMedX Inc. as such term is defined in the *Income Tax Act* (Canada); all non-arms length transactions involving ChroMedX or ChroMedX Inc. have been disclosed in writing to Monarch with sufficient detail to provide it with all material details of such transactions;
- (t) ChroMedX has not declared or paid any dividends or made any distribution on its shares;
- (u) ChroMedX and ChroMedX Inc. has conducted and is conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which any material portion of its business is carried on and is duly licensed, registered or qualified in all jurisdictions in which the failure to be so licensed, registered or qualified would have a Material Adverse Effect on the business of ChroMedX or ChroMedX Inc., and all such licenses, registrations or qualifications are valid and existing and in good standing and none contain any term, provision, condition or limitation which has a material adverse effect on the operation of the business of ChroMedX or ChroMedX Inc., as now carried on or proposed to be carried on;
- (v) adequate provision has been made for taxes payable by ChroMedX for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever due and payable by ChroMedX;

- (w) to the best of its knowledge, it is not aware of any contingent tax liabilities of ChroMedX of any kind whatsoever or any grounds which would prompt a reassessment of ChroMedX;
- (x) the information concerning ChroMedX to be set forth in the listing application to the CNSX in respect of the Listing will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in light of the circumstances in which it will be made, and such information in the listing application will constitute full, true and plain disclosure of all material facts relating to ChroMedX;
- (y) ChroMedX holds or will hold at the Time of Closing all right, title and interest in and to the Patents and the Ultrafiltration Option, subject to the License Back;
- (z) ChroMedX and ChroMedX Inc. has provided to Monarch all documents disclosing facts known to ChroMedX and relating to the business and properties and assets of ChroMedX and ChroMedX Inc. which could reasonably be expected to be material to an intending purchaser of the Purchased Shares. ChroMedX and ChroMedX Inc. has provided Monarch with true and accurate information and there is no information that ChroMedX and ChroMedX Inc. has not provided to Monarch, which if provided would render untrue or inaccurate, any of the information that has been provided to them; and
- (aa) Each and every ChroMedX Shareholder is an “accredited investor” as defined in National Instrument 45-106.

4.03 Covenants of Monarch

Monarch covenants that from the date of this Agreement until the Time of Closing:

- (a) Monarch will conduct its business, operations and affairs only in the ordinary and normal course of business in all material respects consistent with past practice, and Monarch will not, without the prior written consent of ChroMedX, enter into any transaction or refrain from doing any action that would constitute a breach of any representation, warranty, covenant or other obligation of Monarch contained herein, and provided further that Monarch will not make any material decisions or enter into any material contracts without the consent of ChroMedX and ChroMedX Inc., which consent will not be unreasonably withheld if the same would constitute or result in a breach of any representation or warranty contained herein;
- (b) Monarch will use reasonable commercial efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and to cause all necessary meetings of the directors and shareholders to be held for such purpose;
- (c) Monarch will make available to Monarch all material information, documentation, records and accounts in respect of the business and affairs of Monarch;
- (d) prior to the Closing Date, Monarch will not, without the prior written consent of ChroMedX and ChroMedX Inc.:

- (i) issue any securities, including debt;
 - (ii) declare or pay any dividends or distribute any of its properties or assets to the shareholders of Monarch;
 - (iii) commit or expend more than \$25,000 in the aggregate with respect to capital expenditures;
 - (iv) commit or expend more than \$25,000 in operating expenses other than those incurred in the ordinary course of business;
 - (v) acquire by merger, amalgamation, consolidation or acquisition shares or assets, of any business operation;
 - (vi) enter into any new lending agreements or extend or otherwise modify existing lending agreements, sell, pledge, dispose of or encumber any assets, enter into contract, agreement or understanding, other than in the ordinary course of business;
 - (vii) Enter into new leasing arrangements either of real estate or equipment with an annual aggregate cost exceeding \$25,000;
 - (viii) alter or amend its articles or by-laws, other than as contemplated herein; and
 - (ix) engage in any business, enterprise or other activity, other than its current business and activities;
- (e) it will cooperate and provide to ChroMedX and ChroMedX Inc. all such further documents, instruments and materials and do all such acts and things as may be reasonably required to complete the transactions contemplated by this Agreement;
- (f) it will use its reasonable commercial efforts to obtain all required third party consents, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements, to be able to deliver all of the Consideration Securities on Closing;
- (g) it will comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in this Agreement so as to close the Acquisition and all transactions contemplated by this Agreement by the Closing Date; and
- (h) from and including the date hereof through to and including the Time of Closing, it will not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any person (other than ChroMedX and ChroMedX Inc.), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of Monarch.

4.04 Covenants of ChroMedX and ChroMedX Inc.

Each of ChroMedX and ChroMedX Inc. jointly and severally covenants that from the date of this Agreement until the Time of Closing:

- (a) ChroMedX and ChroMedX Inc. will conduct its business, operations and affairs only in the ordinary and normal course of business in all material respects consistent with past practice, and ChroMedX and ChroMedX Inc. will not, without the prior written consent of Monarch, enter into any transaction or refrain from doing any action that would constitute a breach of any representation, warranty, covenant or other obligation of ChroMedX and ChroMedX Inc. contained herein, and provided further that ChroMedX and ChroMedX Inc. will not make any material decisions or enter into any material contracts without the consent of Monarch, which consent will not be unreasonably withheld if the same would constitute or result in a breach of any representation or warranty contained herein;
- (b) ChroMedX and ChroMedX Inc. will use reasonable commercial efforts to preserve intact its business, Patents, property, assets, operations and affairs and to carry on its business and affairs as currently conducted, and to promote and preserve for Monarch the goodwill of third parties having business relations with ChroMedX and ChroMedX Inc.;
- (c) ChroMedX and ChroMedX Inc. will use reasonable commercial efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and to cause all necessary meetings of the directors and ChroMedX Shareholders and ChroMedX Inc. shareholders to be held for such purpose;
- (d) ChroMedX and ChroMedX Inc. will make available to Monarch all material information, documentation, records and accounts in respect of the business and affairs of ChroMedX and ChroMedX Inc.; and
- (e) prior to the Closing Date, ChroMedX and ChroMedX Inc. will not, without the prior written consent of Monarch:
 - (i) purchase or sell, consume or otherwise dispose of any of ChroMedX's assets or Patents, including the Ultrafiltration Option and related License Back;
 - (ii) amend any existing ChroMedX Contracts or arrangements or enter into any contract or assume or incur any liability except in the ordinary course of business and which is not material;
 - (iii) issue any securities, including debt, other than the issuance of the securities pursuant to the ChroMedX Offerings;
 - (iv) declare or pay any dividends or distribute any of its properties or assets to the shareholders of Monarch;
 - (v) commit or expend more than \$25,000 in the aggregate with respect to capital expenditures;

- (vi) commit or expend more than \$25,000 in operating expenses other than those incurred in the ordinary course of business;
 - (vii) acquire by merger, amalgamation, consolidation or acquisition shares or assets, of any business operation;
 - (viii) enter into any new lending agreements or extend or otherwise modify existing lending agreements, sell, pledge, dispose of or encumber any assets, enter into contract, agreement or understanding, other than in the ordinary course of business;
 - (ix) Enter into new leasing arrangements either of real estate or equipment with an annual aggregate cost exceeding \$25,000;
 - (x) alter or amend its articles or by-laws, other than as contemplated herein; and
 - (xi) engage in any business, enterprise or other activity, other than its current business and activities.
- (f) it will cooperate and provide to Monarch all such further documents, instruments and materials and do all such acts and things as may be reasonably required by Monarch to seek all necessary regulatory approvals, including, without limiting the foregoing:
- (i) providing all relevant information concerning it and its Patents, business, property, operations and financial statements for inclusion in the listing application in respect of the Listing, or any amendments or supplements to such listing application;
- (g) it will use its reasonable commercial efforts to obtain all required third party consents, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the transactions contemplated by this Agreement, including obtaining any shareholder approvals, consents or agreements, to be able to deliver all of the Purchased Shares on Closing;
- (h) it will comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in this Agreement so as to close the Acquisition and all transactions contemplated by this Agreement by the Closing Date;
- (i) from and including the date hereof through to and including the Time of Closing, it will not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any person (other than Monarch), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of ChroMedX or ChroMedX Inc., as applicable; and
- (j) on or prior to the Closing Date each of ChroMedX, the ChroMedX Shareholders and ChroMedX Inc. will execute and deliver to Monarch:

- (i) an CNSX Escrow Agreement, if required by the CNSX, for such ChroMedX Shareholder's Consideration Securities (and deposit the Consideration Securities required to be deposited under that agreement when so required);
- (k) from the date of this Agreement until the Time of Closing, it shall take all necessary steps and corporate proceedings to permit good title to the Purchased Shares to be duly and validly transferred and assigned to Monarch at the Closing, free of all Encumbrances.

ARTICLE V INDEMNIFICATION

5.01 Indemnification of Monarch

Whether or not the transactions contemplated by this Agreement complete, each of ChroMedX, ChroMedX Shareholders and ChroMedX Inc. jointly and severally covenants and agrees with Monarch to indemnify Monarch against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including legal fees) suffered or incurred by Monarch, directly or indirectly, by reason of or arising out of:

- (a) any warranties or representations on the part of that ChroMedX, ChroMedX Shareholder and ChroMedX Inc. hereunder being untrue; or
- (b) a breach of any agreement, term or covenant on the part of that ChroMedX, ChroMedX Shareholder and ChroMedX Inc. made or to be observed or performed under this Agreement.

5.02 Indemnification of ChroMedX, ChroMedX Shareholders and ChroMedX Inc.

Whether or not the transactions contemplated by this Agreement complete, Monarch covenants and agrees with each ChroMedX, ChroMedX Shareholders and ChroMedX Inc. to indemnify each of them against all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses (including legal fees) suffered or incurred by each of them, directly or indirectly, by reason of or arising out of:

- (a) any warranties or representations on the part of Monarch hereunder being untrue; or
- (b) a breach of any agreement, term or covenant on the part of Monarch made or to be observed or performed under this Agreement.

ARTICLE VI CLOSING

6.01 Closing

The Closing will take place on the Closing Date at the Time of Closing at the offices of Irwin Lowy LLP at 365 Bay Street, Suite 400, Toronto, Ontario M5H 2V1 or at such other place, on such other date and at such other time as may be agreed upon in writing by the Parties.

**ARTICLE VII
TERMINATION OF AGREEMENT**

7.01 Rights of Termination

- (a) This Agreement may be terminated by notice in writing by mutual consent. In addition, if any of the closing conditions contained in Article III hereof shall not be fulfilled or performed by the Closing Date, or such other date as the Parties may agree upon in writing, and such other condition is contained in:
 - (i) Section 3.01, Monarch may terminate this Agreement by notice in writing to the other Parties; or
 - (ii) Section 3.02, ChroMedX or ChroMedX Inc. may terminate this Agreement by notice to the other Parties.
- (b) Further this Agreement may be terminated by Monarch if it is not in material breach of its obligations under this Agreement, and if:
 - (i) there has been a breach by ChroMedX, ChroMedX Shareholders or ChroMedX Inc. of any of its representations and warranties hereunder; or
 - (ii) there has been a breach on the part of ChroMedX, ChroMedX Shareholders or ChroMedX Inc. of any of its covenants or agreements contained in this Agreement;

and in either case such breach has not been cured within ten (10) days after written notice, specifying such breach, to ChroMedX;

- (c) Further this Agreement may be terminated by ChroMedX or ChroMedX Inc. if it is not in material breach of its obligations under this Agreement, and if:
 - (i) there has been a breach by Monarch of any of its representations and warranties hereunder; or
 - (ii) there has been a breach on the part of Monarch of any of its covenants or agreements contained in this Agreement;

and, in either case such breach has not been cured within ten (10) days after written notice, specifying such breach, to Monarch.

- (d) This Agreement may be terminated by Monarch, ChroMedX, or ChroMedX Inc. if the Closing Date is not on or before April 30, 2014 or such later date as may be agreed in writing by the Monarch, ChroMedX, and ChroMedX Inc.

**ARTICLE VIII
GENERAL**

8.01 Notice

Any notice required or permitted hereunder to be given will be given by personal delivery, prepaid registered mail or facsimile communication, to the respective parties at the addresses set forth below or at such other addresses as the parties may designate in writing from time to time:

- (i) if to Monarch:

Suite 404, 999 Canada Place
Vancouver, B.C. V6C 3E2
Attention: George Langdon
Facsimile: 778 478-1016

- (ii) if to ChroMedX or ChroMedX Inc.:

6 Trout Lily Avenue
Markham, Ontario, L3S 4C1
Attention: James Samsouard
Facsimile: 905-471-3930

Any notice, direction or other instrument aforesaid if delivered will be deemed to have been given or made on the date on which it was delivered, if mailed, will be deemed to have been given or made on the fifth business day following the date on which it was mailed, and if sent by facsimile, will be deemed to have been given or made on the next business day following the date on which it was sent, Saturdays, Sundays and statutory holidays excepted. Any of the parties hereto may change its address for service from time to time by written notice given in accordance with the foregoing. Notice by mail will not be effective during any postal strike or slowdown.

8.02 Public Disclosure

Each of Parties agrees that, prior to the Closing Date, it will not make any public disclosure of the existence of this Agreement or of any of its terms without first advising the other party and obtaining the written consent of such other party to the proposed disclosure, unless such disclosure is required by applicable law or regulation, in which event the party contemplating disclosure will inform the other party of and obtain its consent to the form and content of such disclosure, which consent will not be unreasonably withheld or delayed.

8.03 Survival

The representations and warranties of the Parties contained in this Agreement or any document or certificate given pursuant hereto will survive for a period of two (2) years following the Closing Date.

8.04 Assignment

This Agreement will not be assigned by the parties without the prior written consent of all other parties; and any assignment of this Agreement or any obligation under this Agreement will not release a party from its full obligations hereunder, without the prior written consent of the other parties.

8.05 Enurement

This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, legal personal representatives, successors and permitted assigns.

8.06 Fees

Each of the parties to this Agreement will bear all costs and expenses incurred by such party in negotiating and preparing the Agreement and in Closing and carrying out the transactions contemplated by the Agreement. All costs and expenses related to satisfying any condition or fulfilling any covenants contain in this Agreement will be borne by the party whose responsibility it is to satisfy the outstanding condition or fulfill the covenants in question.

8.07 Further Assurances

The parties agree that they each will execute or cause to be executed and delivered all such further and other documents and assurances, and do and cause to be done all such further acts and things as may be necessary or desirable to carry out this Agreement according to its true intent.

8.08 Counterparts

This Agreement may be executed in as many counterparts as are necessary. It will be binding on each party when each party hereto has signed and delivered one such counterpart. Delivery may be made by facsimile or other electronic transmission. When a counterpart of this Agreement has been executed by each party, all counterparts together will constitute one agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first set forth above.

MONARCH ENERGY LIMITED

Per: "George Langdon" (signed)
Authorized Representative

CHROMEDX INC.

Per: "James Samsoukar" (signed)
Authorized Representative

CHROMEDX LTD.

Per: "James Samsoundar" (signed)
Authorized Representative

SCHEDULE "A"

CAPITALIZATION OF MONARCH POST-CLOSING

Monarch (Pre-Consolidation and Post-Consolidation)

Type of Securities	# of Securities Outstanding Pre-Consolidation	# of Securities Outstanding Post-Consolidation
Common Shares issued and outstanding	101,851,860	10,185,186
Options	5,300,000 @ \$0.10 expiring February 1, 2016	530,000 @ \$1.00 expiring February 1, 2016
Warrants	Nil	Nil
Total (Fully-diluted)	107,151,860	10,715,186

ChroMedX Pre-Acquisition

<u>Type of Securities</u>	Expiry Date	Exercise Price	# of Securities Outstanding
Common Shares	n/a	n/a	28,500,100 ⁽¹⁾
Options	n/a	n/a	n/a
Warrants	12 months following the date ChroMedX lists on a recognized Canadian stock exchange.	0.10	1,500,000 ⁽²⁾
Warrants	12 months following issuance date	0.15	6,000,000 ⁽³⁾
Warrants	18 months following issuance date	0.25	6,000,000 ⁽³⁾
Total (Fully-Diluted)			42,000,100

Notes:

- (1) Taking into consideration the issuance of common shares pursuant to the Patent acquisition from ChroMedX Inc. and the common shares issued with respect to the ChroMedX Offerings.
- (2) Warrants issued with respect to the Initial ChroMedX Offering.

- (3) Warrants issued with respect to the Subsequent ChroMedX Offering assuming the maximum offering is completed.

Monarch (Post-Acquisition)

<u>Type of Securities</u>	Expiry Date	Exercise Price	# of Securities Outstanding
Common Shares	n/a	n/a	38,685,286
Options	n/a	n/a	n/a ⁽¹⁾
Warrants	12 months following the date ChroMedX lists on a recognized Canadian stock exchange.	0.10	1,500,000 ⁽²⁾
Warrants	12 months following issuance date	0.15	6,000,000 ⁽³⁾
Warrants	18 months following issuance date	0.25	6,000,000 ⁽³⁾
Total (Non-diluted Pre-Acquisition and Post-Consolidation)			10,185,186
Total (Non-diluted Post-Acquisition and Post-Consolidation)			38,685,286
Total (Non-diluted Pre-Acquisition and Post-Consolidation)			10,715,186
Total (Fully-Diluted Post-Acquisition and Post-Consolidation)			52,715,286

Notes:

- (1) The Monarch Options are to be cancelled as a condition of completion of the Acquisition.
(2) Warrants issued with respect to the Initial ChroMedX Offering.
(3) Warrants issued with respect to the Subsequent ChroMedX Offering assuming the maximum offering is completed.

SCHEDULE "B"**LIST OF PATENTS/PATENT APPLICATIONS**

The following are the Patents and patents pending either held by ChroMedX Inc. (and to be transferred to ChroMedX) or held by ChroMedX. It is implied that the following patents and patents pending also includes all patent applications already filed or that will be filed by ChroMedX or ChroMedX Inc. in the future, claiming priority to any patent or patent application listed:

Patent/Patent Application #	Title	Filing Date	Internal Reference	Status
US Patent # [redacted]	Spectroscopic Sample Holder	January 18 th , 2008	HemoNIR II	Issued
US Patent # [redacted]	Joint-Diagnostic Spectroscopic and Biosensor Meter	May 2 nd , 2006	HemoNIR III	Issued
US Patent # [redacted]	Diagnostic Whole Blood and Plasma Apparatus	May 12 th , 2006	HemoNIR III-B (bilirubin); filtration <i>in part</i>	Issued
US Patent # [redacted]	Plasma Extraction Apparatus	Oct 4 th , 2010	"PEC"	Issued
US Patent Application # [redacted]	Sample Filtration Assembly	July 14 th , 2012	[redacted]	Pending

The following is the Ultrafiltration Patent owned by ChroMedX Inc. and subject to, or to be subject to, the Ultrafiltration Option in favour of ChroMedX:

Patent Application #	Title	Filing Date	Internal Reference	Status
[redacted]	Automated Ultra-filtration System	Dec 6 th , 2013	[redacted]	Pending