

AMENDING AGREEMENT

THIS AMENDING AGREEMENT (the "**Agreement**") is dated as of the 24th day of May, 2013.

BETWEEN:

BLUE GOLD WATER TECHNOLOGIES LTD., a corporation existing under the laws of the Province of British Columbia

("Golden Cross")

and

GOLDEN CROSS ACQUISITION INC., a corporation existing under the laws of the Province of Ontario

("Merger Sub")

and

BLUE GOLD TAILING TECHNOLOGIES LTD., a corporation existing under the laws of the Province of Ontario.

("Blue Gold")

WHEREAS:

- A. Golden Cross, Merger Sub and Blue Gold are parties to an amalgamation agreement dated as of November 21, 2012, as amended on January 16, 2013, January 30, 2013, February 8, 2013 and April 10, 2013 (the "**Amalgamation Agreement**"), pursuant to which Blue Gold and Merger Sub intend to amalgamate and form one corporation under the provisions of the Ontario BCA (the "**Amalgamation**");
- B. In April 2013, Blue Gold and Bellotti Capital Partners Inc. (the "**Agent**") entered into an engagement letter pursuant to which Blue Gold engaged the Agent to act on Blue Gold's behalf in connection with a private placement of a maximum of 22,857,143 units (collectively, the "**Blue Gold Units**"), at \$0.14 each, for total maximum gross proceeds of approximately \$3,200,000 (the "**Blue Gold Offering**");
- C. each Blue Gold Unit consists of 1.33851168524 Blue Gold Shares and 0.66925584262 of one warrant (a "**Blue Gold Warrant**"), with each whole Blue Gold Warrant being exercisable to purchase one Blue Gold Share, at an exercise price of \$0.14194870474 per share, until 4:00 p.m. (Eastern time) at any time within two years from the closing of the Blue Gold Offering;
- D. Blue Gold has received and accepted subscriptions for a total of 15,714,285 Blue Gold Units, for aggregate gross proceeds of \$2,199,999.90, pursuant to the Blue Gold Offering;
- E. as partial consideration for its services in connection with the Blue Gold Offering, Blue Gold has granted to the Agent compensation warrants (collectively, the "**Blue Gold**

Agent Warrants”) exercisable to purchase an aggregate of 1,472,362.78683842 Blue Gold Shares, at a price of \$0.14194870474 per share, until 4:00 p.m. (Eastern time) at any time within two years from the date of closing of the Blue Gold Offering; and

- F. the Parties wish to enter into this Agreement to, among other things, provide for the exchange of the Blue Gold Warrants and the Blue Gold Agent Warrants for securities of Golden Cross pursuant to the Amalgamation;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the foregoing premises and the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto do hereby agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, capitalized words and terms used in this Agreement have the respective meanings attributed to them in the Amalgamation Agreement.
2. **Amendments.** The Amalgamation Agreement is hereby amended as follows:
 - (a) Section 1.1(ii) is hereby amended by deleting the definition of Exchange Ratio and substituting the following therefor:

“**Exchange Ratio**’ means the ratio of 0.373549223 of: (i) a Golden Cross Share for each one Blue Gold Share; (ii) a Golden Cross Replacement Warrant for each Blue Gold Warrant; and (iii) a Golden Cross Replacement Warrant for each Blue Gold Agent Warrant;”
 - (b) Section 1.1 is hereby amended by adding the following definition:

“**Golden Cross Replacement Warrant**’ means a warrant, to be issued on the Effective Date, entitling the holder thereof to purchase one Golden Cross Share, at an exercise price of \$0.38 per share, until 4:00 p.m. (Eastern time) for a period of two years from the Effective Date;”
 - (c) Section 2.8(b) is amended by adding the following as clause (iii) thereto:

“(iii) each issued and outstanding Blue Gold Warrant and each issued and outstanding Blue Gold Agent Warrant will be exchanged for 0.373549223 of one Golden Cross Replacement Warrant in accordance with the applicable Exchange Ratio;”
 - (d) Section 2.8(c) is redesignated as Section 2.8(c)(1) and the following is added as Section 2.8(c)(2):

“with respect to each Blue Gold Warrant and each Blue Gold Agent Warrant exchanged in accordance with Section 2.8(b):

 - (i) the holder thereof shall cease to be the holder of such Blue Gold Warrant or Blue Gold Agent Warrant, as the case may be, and the name of such holder shall be removed from the register of holders of Blue Gold Warrants and Blue Gold Agent Warrants, as the case may be;

- (ii) the certificate (if any) representing such Blue Gold Warrant or Blue Gold Agent Warrant, as the case may be, shall be deemed to have been cancelled as of the Effective Date; and
 - (iii) the holder thereof shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exchange such securities in accordance with Section 2.8(b);”
- (e) the provisions of Section 2.16, 2.18 and 2.21 shall apply, *mutatis mutandis*, in relation to the Blue Gold Warrants and the Blue Gold Agent Warrants and the Golden Cross Replacement Warrants to be issued on the Effective Date in exchange therefor;
- (f) Section 4.2(c) is deleted in its entirety and the following is substituted therefor:
- “it is authorized to issue: (i) an unlimited number of common shares and an unlimited number of preference shares issuable in series, of which 122,760,642 common shares and no preference shares will be outstanding immediately before the Effective Time; (ii) 15,297,276 Blue Gold Warrants, of which 10,516,877.0488458 will be outstanding immediately before the Effective Time; and (iii) 1,472,362.78683842 Blue Gold Agent Warrants, all of which will be outstanding immediately before the Effective Time;”
3. The provisions of the Amalgamation Agreement shall be amended as set out in this Agreement as and from the date hereof.
 4. Any reference to the provisions of the Amalgamation Agreement made in any document delivered pursuant thereto or in connection therewith shall be deemed to refer to the Amalgamation Agreement as amended and modified by this Agreement and otherwise from time to time.
 5. With the exception of the foregoing amendments and modifications, the Amalgamation Agreement shall continue in full force and effect unamended and the Amalgamation Agreement, as amended and modified by this Agreement, is in all respects ratified and confirmed. The Amalgamation Agreement and this Agreement shall be read, taken and construed as one instrument.
 6. Each of the Parties hereto shall promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Parties hereto may require, acting reasonably, from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to the full extent the provisions of this Agreement.
 7. This Agreement will be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.
 8. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

9. This Agreement will be governed, including as to validity, interpretation and effect, by the laws of the Province of Ontario and the laws of Canada applicable therein. The Parties hereby irrevocably submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.
10. This Agreement may be executed in any number of counterparts, which taken together shall form one and the same instrument. Counterparts may be delivered either in original or facsimile form and the parties adopt any signatures received by a receiving fax machine or by e-mail transmissions of an Adobe Acrobat file or similar means of recorded electronic transmission, as original signatures of the parties.

[INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

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


BLUE GOLD WATER TECHNOLOGIES LTD.

Per: 
Authorized Signatory

GOLDEN CROSS ACQUISITION INC.

Per: 
Authorized Signatory

BLUE GOLD TAILING TECHNOLOGIES LTD.

Per: 
Authorized Signatory