

AMALGAMATION AGREEMENT

AMONG:

FINORE MINING INC.

AND:

1119555 B.C. LTD.

AND:

MICRON WASTE TECHNOLOGIES INC.

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AMALGAMATION AGREEMENT

2017. **THIS AMALGAMATION AGREEMENT** is dated as of the 2nd day of June,

AMONG:

FINORE MINING INC., a corporation existing under the laws of the Province of British Columbia

(“**Finore**”);

AND:

1119555 B.C. LTD., a corporation existing under the laws of the Province of British Columbia

(“**FinoreSub**”);

AND:

MICRON WASTE TECHNOLOGIES, a corporation existing under the laws of the Province of British Columbia

(“**Micron**”);

WHEREAS:

(A) Finore is a reporting issuer in the provinces of British Columbia, Alberta and Ontario whose common shares are listed on the Canadian Securities Exchange (the “**Exchange**”);

(B) It is intended that Micron and FinoreSub, a wholly-owned subsidiary of Finore, will amalgamate and form one corporation under the provisions of the BCBCA (the “**Amalgamation**”); and

(C) Upon the Amalgamation taking effect, shareholders of Micron will receive common shares of Finore in the proportion and to the extent set out herein;

NOW THEREFORE, in consideration of 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 covenant and agree as follows:

PART 1
INTERPRETATION

Definitions

1.1 In this Agreement, the following defined terms have the meanings hereinafter set forth:

- (a) “**Agreement**” means this Amalgamation Agreement (including the exhibits hereto) as supplemented, modified or amended, and not to any particular article, section, schedule, exhibit or other portion hereof;
- (b) “**Amalco**” means the corporation continuing from the Amalgamation;
- (c) “**Amalco Shares**” means the common shares in the capital of Amalco;
- (d) “**Amalgamation**” means the amalgamation of FinoreSub and Micron under the provisions of the BCBCA on the terms and conditions set forth in this Agreement;
- (e) “**Amalgamation Application**” means the amalgamation application as contemplated by the BCBCA and in substantially the form set out in Exhibit “B” hereto;
- (f) “**Amalgamation Resolution**” means the special resolution in respect of the Amalgamation to be considered by the Micron Shareholders at the Micron Meeting;
- (g) “**Applicable Canadian Securities Laws**” means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Effective Date;
- (h) “**Applicable Laws**”, in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or persons or its or their business, undertaking, property or securities;
- (i) “**Articles**” means the Articles of Amalco in respect of the Amalgamation and in substantially the form set out in Exhibit “A” to this Agreement;

- (j) “**BCBCA**” means the *Business Corporations Act* (British Columbia), as amended, including the regulations promulgated thereunder;
- (k) “**Business**” means the business and activities carried on by Micron in the organic waste management industry;
- (l) “**Business Day**” means a day other than a Saturday, Sunday or other day when banks in the City of Vancouver, British Columbia, are not generally open for business;
- (m) “**Claims**” has the meaning set forth under §6.1;
- (n) “**Consolidation**” means the consolidation of the Finore Shares on the basis of one Post-Consolidation Finore Share for every two pre-consolidation Finore Shares, to be completed prior to the Effective Time;
- (o) “**Constating Documents**” means as to each of the Parties, its certificate of incorporation, notice of articles and articles as in effect as of the date of this Agreement;
- (p) “**Corporate Records**” means the corporate records of Micron including the Constating Documents, share registers, registers of directors, list of bank accounts and signing authorities and minutes of shareholders’ and directors’ meetings;
- (q) “**CSE Escrow Agreement**” means the form of escrow agreement required by the Exchange to be entered into by Finore upon completion of the Amalgamation in order to receive CSE approval to the proposed Transaction;
- (r) “**Effective Date**” means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;
- (s) “**Effective Time**” means the effective time of the Amalgamation on the Effective Date as set forth in the Certificate of Amalgamation issued to Amalco;
- (t) “**Encumbrances**” means any encumbrance of any kind whatever and includes any pledge, lien, charge, security interest, lease, title retention agreement, mortgage, hypothec, restriction, royalty, right of first refusal, development or similar agreement, option or adverse claim or encumbrance of any kind or character whatsoever or howsoever arising, and any right or privilege capable of becoming any of the foregoing;
- (u) “**Exchange**” means the Canadian Securities Exchange;
- (v) “**Finore**” means Finore Mining Inc., a corporation organized under the laws of British Columbia;
- (w) “**Finore Shares**” means the common shares in the capital of Finore;

- (x) “**FinoreSub**” means 1119555 B.C. Ltd., a wholly-owned subsidiary of Finore;
- (y) “**FinoreSub Shares**” means common shares in the capital of FinoreSub;
- (z) “**Governmental Authority**” means any federal, state, provincial and municipal government, regulatory authority, governmental department, ministry, agency, commission, bureau, official, minister, crown corporation, court, board, tribunal, stock exchange, dispute settlement panel or body or other law, rule or regulation-making entity having jurisdiction;
- (aa) “**IFRS**” means International Financial Reporting Standards applicable as of the date of the financial statements, document or event in question;
- (bb) “**Information Circular**” means the Information Circular of Micron to be mailed to the Micron Shareholders in connection with the Micron Meeting;
- (cc) “**ITA**” means the *Income Tax Act* (Canada), as amended, including the regulations promulgated thereunder, as amended from time to time;
- (dd) “**Intellectual Property**” means:
 - (i) all patents, patent rights, patent applications, registrations, continuations, continuations in part, divisional applications or analogous rights thereto, and inventions owned or used by Micron in the Business;
 - (ii) all trade-marks, trade names, trade mark applications and registrations, trade name registrations, service marks, logos, slogans and brand names owned or used by Micron in the Business;
 - (iii) all copyrights and copyright applications and registrations owned or used by Micron in the Business;
 - (iv) all industrial designs and applications for registration of industrial designs and industrial design rights, design patents and industrial design registrations owned or used by Micron in the Business;
 - (v) all business names, corporate names, telephone numbers, domain names, domain name registrations, website names and worldwide web addresses and other communications addresses owned or used by Micron in the Business;
 - (vi) all computer systems and applications software, including all documentation relating thereto and the latest revisions of all related object and source codes therefor to the extent in the possession and control of Micron, owned or used by Micron in the Business;
 - (vii) all rights and interests in and to processes, body shop and mechanical journals, notebooks, data, trade secrets, designs, know-how, product formulae and information, manufacturing, engineering and other technical drawings and

manuals, technology, blue prints, research and development reports, technical information, technical assistance, engineering data, design and engineering specifications, and similar materials recording or evidencing expertise or information owned or used by Micron in the Business;

(viii) all other intellectual property rights used by Micron in carrying on, or arising from the operation of, the Business, and foreign equivalents or counterpart rights, in any jurisdiction throughout the world;

(ix) all licences granted by Micron of the intellectual property described in paragraphs (i) to (viii) above;

(x) all future income and proceeds from any of the intellectual property listed in paragraphs (i) to (viii) above and the licences described in paragraph (ix) above;

(xi) all rights to damages and profits by reason of the infringement of any of the intellectual property described in items (i) to (viii) above and the licences described in item (ix) above; and

(xii) all goodwill associated with any of the foregoing;

- (ee) **“Listing Statement”** means the disclosure document prepared in accordance with the policies of the Exchange;
- (ff) **“Material Adverse Change”** or **“Material Adverse Effect”** means, with respect to a Person, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, results of operations, assets, capitalization, financial condition, rights, liabilities or prospects, contractual or otherwise, of such Person and its subsidiaries, if applicable, taken as a whole, other than any matter, action, effect or change relating to or resulting from: (i) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement; (ii) any action or inaction taken by such Person to which the other Person had consented in writing; (iii) the announcement of the transactions contemplated by the Amalgamation or this Agreement; or (iv) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide;
- (gg) **“Material Change”** and **“Material Fact”** has the meanings ascribed thereto under the Applicable Canadian Securities Laws;
- (hh) **“Material Contract”** means those contracts, agreements, understandings or arrangements entered into by Micron which have individual payment obligations on the part of Micron that exceed \$50,000, are for a term extending one year after the Effective Time, have been entered into out of the ordinary course of business, or are otherwise material to the Business;

- (ii) “**Micron**” means Micron Waste Technologies Inc., a corporation organized under the laws of British Columbia;
- (jj) “**Micron Financial Statements**” means the audited annual consolidated financial statements of Micron for the years ended December 31 2015 and 2016;
- (kk) “**Micron Meeting**” means the special meeting of Micron Shareholders to be called to consider and, if thought fit, authorize, approve and adopt the Amalgamation Resolution and related matters, and includes any adjournments thereof;
- (ll) “**Micron Shareholders**” means the holders of Micron Shares;
- (mm) “**Micron Shares**” means common shares in the capital of Micron;
- (nn) “**Micron Warrants**” means unexercised warrants to acquire Micron Shares;
- (oo) “**Outside Date**” means September 30, 2017;
- (pp) “**Owned Intellectual Property**” has the meaning given to it in Section 4.2(j);
- (qq) “**Parties**” means, collectively, the parties to this Agreement, and “**Party**” means any one of them;
- (rr) “**Permit**” means any and all permits, licences, agreements, concessions, approvals, certificates, consents, certificates of approval, rights, privileges or franchises, registrations (including any required export/import approvals) and exemptions of any nature and other authorizations, conferred or otherwise granted by any Governmental Authority;
- (ss) “**Person**” is to be broadly interpreted and includes an individual, a partnership, a corporation, a trust, a joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature and the executors, administrators, or other legal representatives of an individual in such capacity;
- (tt) “**Post-Consolidation Finore Shares**” means the common shares in the capital of Finore after giving effect to the Consolidation;
- (uu) “**Public Record**” means all information filed by Finore with any securities commission or similar regulatory authority which are available through the SEDAR website as of the date hereof;
- (vv) “**Registrar**” means the Registrar of Companies or a Deputy Registrar of Companies for the Province of British Columbia duly appointed under the BCBCA;

- (ww) “**Related Person**” has the meaning ascribed thereto in the Policies of the Exchange;
- (xx) “**Securities Act**” means the *Securities Act* (British Columbia), as amended, including the regulations promulgated thereunder;
- (yy) “**subsidiary**” has the meaning ascribed thereto in the Securities Act;
- (zz) “**Transaction**” means the transaction of purchase and sale contemplated by this Agreement;
- (aaa) “**Transfer Agent**” means Computershare Investor Services Inc., the transfer agent for the Finore Shares; and
- (bbb) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules, regulations and orders promulgated thereunder.

Interpretation

1.2 For the purposes of this Agreement, except as otherwise expressly provided:

- (a) the division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereto”, “herein” and “hereunder” and similar expressions refer to this Agreement (including exhibits hereto) and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto;
- (b) words importing the singular number include the plural and vice versa, and words importing the use of any gender include all genders;
- (c) the word “including”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope;
- (d) if any date on which any action is required to be taken hereunder by any of the Parties is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place;
- (e) any reference in this Agreement to any statute or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time, and to any regulations promulgated thereunder. References to any agreement or document shall be to such agreement or document (together with all schedules and exhibits thereto), as

it may have been or may hereafter be amended, supplemented, replaced or restated from time to time;

- (f) all sums of money that are referred to in this Agreement are expressed in lawful money of Canada unless otherwise noted;
- (g) unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature are required to be made shall be made in a manner consistent with IFRS;
- (h) all representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principals of equity);
- (i) where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers of the Party after due inquiry; and
- (j) the Parties hereto acknowledge that their respective legal counsel have reviewed and participated in settling the terms of this Agreement, and the Parties agree that any rule of construction to the effect that any ambiguity is to be resolved against the drafting Party will not be applicable in the interpretation of this Agreement.

Exhibits

1.3 The following exhibits attached hereto are incorporated into and form an integral part of this Agreement:

Exhibit "A" – Form of Articles of Amalco;

Exhibit "B" – Form of Amalgamation Application;

Exhibit "C" – Micron Material Contracts; and

Exhibit "D" – Micron Intellectual Property.

PART 2
THE AMALGAMATION

Agreement to Amalgamate

2.1 The Parties agree that FinoreSub and Micron shall amalgamate pursuant to the provisions of the BCBCA as of the Effective Date and continue as one corporation on the terms and conditions set out in this Agreement.

Effect of Amalgamation

2.2 Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

- (a) Micron and FinoreSub shall be amalgamated and continue as one corporation;
- (b) each of Micron and FinoreSub shall cease to exist as entities separate from Amalco;
- (c) the property of each of FinoreSub and Micron shall continue to be the property of Amalco;
- (d) Amalco shall continue to be liable for the obligations of each of FinoreSub and Micron;
- (e) the Articles attached hereto as Exhibit "A" shall be the articles of Amalco; and
- (f) Amalco will be a wholly-owned subsidiary of Finore.

Name

2.3 The name of Amalco shall be 1119555 B.C. Ltd.

Registered Office

2.4 The registered office of Amalco shall be 1055 West Georgia Street, 1500 Royal Centre, P.O. Box 11117. Vancouver, British Columbia V6E 4N7.

Authorized Capital and Restrictions on Share Transfers

2.5 The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, which shall have the rights, privileges, restrictions and conditions set out in the Articles. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles.

Fiscal Year

2.6 The fiscal year end of Amalco shall be December 31 of each calendar year.

Business

2.7 There shall be no restriction on the business which Amalco is authorized to carry on.

Initial Directors

2.8 The first directors of Amalco shall be the persons whose name and address appear below:

<u>Name</u>	<u>Address</u>
Kulwant Malhi	10589 Ladner Truck Road, Delta, BC, V4G 1K2
Michael Sadhra	10571 Odlin Road, Richmond, BC, V6X 1E3
Rav Mlait	850 Kinsac Street, Coquitlam, BC, V3J 4T7
Bharat Bushan	7088 191 Street, Suite 22, Surrey, BC V4N 0B4

Such directors shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or appointed.

Exchange of FinoreSub Shares and Micron Shares

2.9 Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time:

- (a) each Micron Shareholder will receive one Post-Consolidation Finore Share in exchange for each Micron Share held by such holder and the Micron Shares will be cancelled;
- (b) the FinoreSub Shares will be cancelled and replaced by Amalco Shares on the basis of one Amalco Share for each one FinoreSub Share; and
- (c) in consideration for Finore's issuance of Post-Consolidation Finore Shares referenced in §2.9(a), Amalco shall issue to Finore one Amalco Share for each Post-Consolidation Finore Share issued by Finore under §2.9(a).

Micron Warrants

2.10 The Parties acknowledge that, as at the Effective Time, the Micron Warrants shall cease to represent a right to acquire Micron Shares and shall provide the right to acquire Post-Consolidation Finore Shares, all in accordance with the adjustment provisions provided in the certificates representing the Micron Warrants.

Dissenting Shareholders

2.11 Registered Micron Shareholders entitled to vote at the Micron Meeting will be entitled to exercise dissent rights with respect to their Micron Shares in connection with the Amalgamation pursuant to and in the manner set forth in the Information Circular. Micron shall give Finore notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such dissent rights and received by Micron and shall provide Finore with copies of such notices and written objections. Micron Shares which are held by a Dissenting Shareholder shall not be exchanged for Post-Consolidation Finore Shares pursuant to the Amalgamation. However, if a Dissenting Shareholder fails to perfect or effectively withdraws such Dissenting Shareholder's claim under the BCBCA or forfeits such Dissenting Shareholder's right to make a claim under the BCBCA, or if such Dissenting Shareholder's rights as a Micron Shareholder are otherwise reinstated, such Micron Shareholder's Micron Shares shall thereupon be deemed to have been exchanged for Post-Consolidation Finore Shares as of the Effective Time as prescribed herein.

Completion of the Amalgamation and Effective Date

2.12 Upon the satisfaction or waiver of the conditions herein contained in favour of each Party, Micron and FinoreSub shall immediately deliver to the Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Effective Time.

Acknowledgement of Escrow and Resale Restrictions

2.13 Micron acknowledges and agrees that in accordance with the policies of the Exchange and Applicable Laws, the Post-Consolidation Finore Shares issued to certain Micron Shareholders will be subject to escrow and/or resale restrictions under the policies of the Exchange and Applicable Laws. In addition, the Post-Consolidation Finore Shares to be issued pursuant to the Amalgamation to certain Micron Shareholders who will be Related Persons of Finore upon completion of the Amalgamation will be subject to a CSE Escrow Agreement.

Finore Guarantee

2.14 Finore hereby unconditionally and irrevocably guarantees the due and punctual performance by FinoreSub of each and every covenant and obligation of FinoreSub arising under the Amalgamation. Finore hereby agrees that Micron shall not have to proceed first against FinoreSub before exercising its rights under this guarantee against Finore.

PART 3 **COVENANTS**

Mutual Covenants

3.1 From the date of this Agreement until the earlier of the Effective Time and the termination of this Agreement in accordance with Part 9, except as otherwise expressly permitted

or specifically contemplated by this Agreement or required by Applicable Laws, each of the Parties shall:

- (a) carry on its business in the usual, regular and ordinary course of business consistent with its past practice;
- (b) not alter or amend its Constatng Documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;
- (c) take, or cause to be taken, all action and to do, or cause to be done, all other things reasonably necessary, proper or advisable under Applicable Laws to complete the Amalgamation:
 - (i) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;
 - (ii) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Amalgamation;
 - (iii) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and
 - (iv) to reasonably cooperate with the other Parties and their tax advisors in structuring the Amalgamation and other transactions contemplated to occur in conjunction with the Amalgamation in a tax effective manner and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and its tax advisors shall consider necessary, acting reasonably;
- (d) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;
- (e) use reasonable commercial efforts to obtain and maintain the third party approvals applicable to them and provide the same to the other Parties on or prior to the Effective Time;
- (f) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of Micron or Finore, as applicable, acting reasonably, interferes or is

inconsistent with the completion of the transactions contemplated hereby. Without limiting the foregoing, except as provided in this Agreement, none of the Parties shall (i) make any distribution by way of dividend, return of capital or otherwise to or for the benefit of its shareholders or (ii) issue any of its shares or other securities convertible into shares or enter into any commitment or agreement (other than on the exercise of convertible securities);

- (g) furnish to the other Parties such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by another Party, which information shall be true and complete in all material respects and shall not contain an untrue statement of any Material Fact or omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading and will notify the other Parties of any significant development or Material Change relating to it promptly after becoming aware of any such development or change;
- (h) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and the Parties shall in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to this §3.1(h);
- (i) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and
- (j) not, directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into discussions or negotiations with any person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is required as a result of the duties of directors and officers of the applicable Party in compliance with Applicable Laws.

Additional Covenants of Finore and FinoreSub

3.2 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of Finore and FinoreSub covenant and agree that:

- (a) Finore and FinoreSub shall use their reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in §7.1 and §7.3 as soon as

reasonably practicable, to the extent the fulfillment of the same is within the control of Finore or FinoreSub, as the case may be;

- (b) Finore shall, as the sole shareholder of FinoreSub, approve by special resolution the Amalgamation, together with such matters as are required to effect the Amalgamation;
- (c) Finore shall take all necessary actions required to effect the Consolidation prior to the Effective Time;
- (d) Finore shall not take any action which would be reasonably expected to result in the delisting or suspension of the Finore Shares from the Exchange and shall comply, in all material respects, with the rules and polices thereof; and
- (e) Finore shall, on the Effective Date, provide to the Transfer Agent a direction authorizing and directing the Transfer Agent to issue the Post-Consolidation Finore Shares issuable under the Amalgamation to holders of the Micron Shares and shall direct the Transfer Agent to distribute the Post-Consolidation Finore Shares to the holders of the Micron Shares in accordance with the terms of the Amalgamation.

Additional Covenants of Micron

3.3 From the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with Part 9, except as expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, Micron covenants and agrees that:

- (a) Micron will use its reasonable commercial efforts to satisfy or cause the satisfaction of the conditions set forth in §7.1 and §7.2 as soon as reasonably practicable, to the extent the fulfillment of the same is within the control of Micron;
- (b) Micron shall use reasonable commercial efforts to seek approval of the Amalgamation Resolution at the Micron Meeting, together with the approval of such matters as are required to effect the Amalgamation; and
- (c) Micron shall promptly advise Finore of the number of Micron Shares for which Micron receives notices of dissent or written objections to the Amalgamation.

PART 4
REPRESENTATIONS AND WARRANTIES

Representations and Warranties of Finore and FinoreSub

4.1 Finore and FinoreSub represent and warrant to Micron as follows, and acknowledge that Micron is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) each of Finore and FinoreSub has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;
- (b) each of Finore and FinoreSub is duly incorporated under the BCBCA, is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) Finore is a “reporting issuer” in the provinces of British Columbia, Alberta and Ontario and is currently listed on the Canadian Securities Exchange;
- (d) Finore is authorized to issue an unlimited number of common shares, of which 62,773,521 common shares are outstanding as at the date hereof, and as of the Effective Time Finore shall have no more than 31,386,761 Post-Consolidation Finore Shares issued and outstanding;
- (e) the Post-Consolidated Finore Shares to be issued to the Micron Shareholders shall be issued as fully paid and non-assessable common shares in the capital of Finore, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature, except those pursuant to any relevant Exchange policies or applicable securities laws;
- (f) FinoreSub is authorized to issue an unlimited number of common shares, of which 1 common share is outstanding as at the date hereof, which is held by Finore;
- (g) other than the securities referred to in §4.1(d) and §4.1(f), there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” of Finore or FinoreSub (as that term is defined in the Securities Act) and Finore has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Finore of any Finore Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Finore Shares;
- (h) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Finore or FinoreSub at law or in equity or before or by any Governmental Authority, nor are there, to their knowledge, any pending or threatened;
- (i) this Agreement is a binding agreement on Finore and FinoreSub, enforceable against each of them in accordance with its terms and conditions;

- (j) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the material contracts and the Constatng Documents of Finore, director or shareholder resolutions of Finore, any agreement or instrument to which Finore is a party or by which Finore is bound, or any order, decree, statute, regulation, covenant or restriction applicable to Finore;
- (k) the documents and materials comprising the Public Record of Finore are in all material respects accurate and up to date and contain no misrepresentation, nor omit any facts, the omission of which makes the Public Record or any particulars therein, materially misleading or incorrect;
- (l) neither Finore nor FinoreSub has any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against Finore nor FinoreSub of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities disclosed or reflected in the financial statements of Finore as disclosed in the Public Record or incurred in the ordinary course of business following the dates of the most recent financial statements of Finore;
- (m) no proceedings have been taken, are pending or authorized by Finore or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of Finore;
- (n) Finore shall not, as of the Effective Time, have any continuing obligations in respect of office or equipment leases or any other material obligations;
- (o) the information in the Listing Statement relating to Finore and FinoreSub will be true, correct and complete in all material respects and not contain any untrue statement of any material fact, nor omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the context in which they are to be made;
- (p) neither Finore nor FinoreSub has any outstanding taxes due and payable;
- (q) Finore is up to date and current with all filings required by the Securities Commissions of British Columbia, Alberta and Ontario;
- (r) as of the date hereof, neither Finore nor FinoreSub has any debts or obligations other than those disclosed in its accounts or for professional fees accrued but not yet invoiced and has granted no general security over its assets or security in any particular asset;
- (s) as at the date hereof, there are no reasonable grounds for believing that any creditor of Finore or FinoreSub will be prejudiced by the Amalgamation;
- (t) as at the date hereof, Finore has no subsidiaries, except for FinoreSub and Nortec Mineral Oy;

- (u) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of either Finore or FinoreSub or any instruments binding on it or its assets:
 - (i) which would preclude it from entering into this Agreement;
 - (ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Finore or FinoreSub;
 - (iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Finore or FinoreSub is a party or to purchase any of Finore's, FinoreSub's or Amalco's assets; or
 - (iv) which would impose restrictions on the ability of Amalco:
 - (A) to carry on any business which it might choose to carry on within any geographical area;
 - (B) to acquire property or dispose of its property and assets as an entirety;
 - (C) to pay dividends, redeem shares or make other distributions to its shareholders;
 - (D) to borrow money or to mortgage and pledge its property as security therefore; or
 - (E) to change its corporate status;
- (v) all information supplied by Finore or its representatives to Micron in the course of Micron's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and
- (w) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Micron in seeking full information as to Finore and FinoreSub and their assets, liabilities and business.

Representations and Warranties of Micron

4.2 Micron represents and warrants to Finore and FinoreSub as follows, and acknowledges that Finore and FinoreSub are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) it has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;

- (b) it is duly incorporated under the BCBCA and is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) it is authorized to issue an unlimited number of common shares, of which 28,877,000 common shares are outstanding as at the date hereof, and it has 25,044,200 Micron Warrants outstanding as at the date hereof;
- (d) other than the securities referred to in §4.2(c) there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” of Micron (as that term is defined in the Securities Act) and Micron has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Micron of any Micron Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Micron Shares;
- (e) except for Finore’s right under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for (A) the purchase or acquisition of any of the Micron Shares or any of the shares of any of its subsidiaries, or (B) the purchase, subscription, allotment or issuance of any unissued shares or other securities in the capital of Micron or any of its subsidiaries;
- (f) Micron has no subsidiaries;
- (g) there are no outstanding actions, suits, judgments, investigations or proceedings of any kind whatsoever against or affecting Micron at law or in equity or before or by any federal, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever nor are there, to its knowledge, any pending or threatened;
- (h) this Agreement is a binding agreement on Micron, enforceable against it in accordance with its terms and conditions;
- (i) Exhibit “C” provides a complete and accurate list of all Material Contracts of Micron;
- (j) Exhibit “D” lists: (a) all material Intellectual Property owned by Micron (the “**Owned Intellectual Property**”) whether or not such Intellectual Property has been registered or whether applications for registration have been filed by or on behalf of Micron; and (b) particulars of all registrations and applications for registration in respect of such Intellectual Property. The Intellectual Property disclosed in Exhibit D is valid, enforceable and subsisting and includes all material Intellectual Property used in, or necessary to carry on, the Business;
- (k) Micron has good and valid title to all of the Intellectual Property, free and clear of any and all Encumbrances, except in the case of any Intellectual Property licensed to

Micron as disclosed in Exhibit D. Complete and correct copies of all agreements whereby any rights in any of the Intellectual Property have been granted or licensed to Micron have been provided to Finore. All such agreements are in good standing and in full force and effect. No royalty or other fee is required to be paid by Micron to any other Person in respect of the use of any of the Intellectual Property except as provided in such agreements delivered to Finore;

(l) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the Material Contracts, the Constatng Documents of Micron, director or shareholder resolutions of Micron, any agreement or instrument to which Micron is a party or by which Micron is bound, or any order, decree, statute, regulation, covenant or restriction applicable to Micron;

(m) Micron is not in material default under any Material Contract to which it is a party and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by Micron, as applicable. Each Material Contract is in full force and effect, unamended by written or oral agreement, and Micron is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. Micron has not received any notice of a default by Micron or its subsidiaries, as applicable, or a dispute between Micron and any other party in respect of any Material Contract;

(n) Micron has no liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against Micron of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities disclosed or reflected in or provided for in the Micron Financial Statements or incurred in the ordinary course of business following the dates of the Micron Financial Statements;

(o) the information in the Listing Statement relating to Micron will be true, correct and complete in all material respects and will not contain any untrue statement of any material fact, nor omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the context in which they are to be made;

(p) Micron has no outstanding taxes due and payable and there exist no facts or circumstances which may reasonably be expected to result in the issuance of assessment or reassessment of tax;

(q) Micron has duly and on a timely basis prepared and filed all tax returns required to be filed by it prior to the date hereof and such returns and documents are complete and correct. Micron has no knowledge of any contingent tax liabilities or any ground which would prompt an assessment or reassessment of any of such returns or reports, including aggressive treatment of income and expenses in filing any tax returns. Complete and correct copies of all such returns and other documents filed in respect of the last three

fiscal years ending prior to the date hereof have been provided to Finore prior to the date hereof;

(r) the Corporate Records of Micron are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constating Documents of Micron, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of Micron (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be;

(s) no proceedings have been taken, are pending or authorized by Micron or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of Micron;

(t) as at the date hereof there are no reasonable grounds for believing that any creditor of Micron will be prejudiced by the Amalgamation;

(u) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of Micron or any instruments binding on their assets:

(i) which would preclude Micron from entering into this Agreement;

(ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Micron;

(iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Micron is a party or to purchase any of Micron's or Amalco's assets; or

(iv) which would impose restrictions on the ability of Amalco:

(A) to carry on any business which it might choose to carry on within any geographical area;

(B) to acquire property or dispose of its property and assets as an entirety;

(C) to pay any dividends, redeem shares or make other distributions to its shareholders;

- (D) to borrow money or to mortgage and pledge its property as security therefor; or
- (E) to change its corporate status;
- (v) Micron is conducting and has always conducted its business in compliance with all Applicable Laws, other than acts of non-compliance which, individually or in aggregate, are not material, Micron is not aware of and has not received any order or directive relating to any breach of any applicable environmental or health and safety law by Micron;
- (w) Micron is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person;
- (x) Micron Shareholders representing at least 43% of the Micron Shares (on a fully diluted basis) have appointed the Chief Executive Officer of Micron to act as his, her or its attorney-in-fact to approve and sign a pooling or escrow agreement with Finore on behalf of such Micron Shareholders pursuant to which such Micron Shareholders have agreed, among other things, to vote their Micron Shares in favour of the Amalgamation Resolution;
- (y) all information supplied by Micron or its representatives to Finore in the course of Finore's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and
- (z) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Finore or FinoreSub in seeking full information as to each of Micron and its assets, liabilities and business.

Survival of Representation and Warranties

4.3 The representations and warranties herein shall survive the performance of the Parties respective obligations hereunder and the termination of this Agreement but shall expire one year after the Effective Date.

PART 5 **AGREEMENTS**

Micron Meeting and Information Circular

5.1 As promptly as practical following the execution of this Agreement and in compliance with Applicable Laws (including Applicable Canadian Securities Laws):

- (a) Micron shall prepare the Information Circular and Micron shall ensure that the Information Circular provides Micron Shareholders with information in sufficient

detail to permit them to form a reasoned judgment concerning the matters before them; and

- (b) Micron shall cause the Information Circular to be mailed to applicable Micron Shareholders.

Listing Statement

5.2 As promptly as practical following the execution of this Agreement, and in compliance with Applicable Laws (including Applicable Canadian Securities Laws) and the policies of the Exchange:

- (a) Finore and Micron shall cooperate in the preparation of the Listing Statement and Micron shall provide to Finore the necessary information in respect of Micron to ensure that the Listing Statement provides information in compliance in all material respects with Exchange policies on the date of filing thereof; and
- (b) Finore shall cause the Listing Statement to be filed with applicable regulatory authorities in all jurisdictions where the same are required to be filed.

Preparation of Filings

- 5.3 (a) Finore and Micron shall cooperate in the taking of all such action as may be required under the BCBCA, Applicable Canadian Securities Laws, and other Applicable Laws in connection with the transactions contemplated by this Agreement and the Amalgamation, including structuring the Amalgamation as a plan of arrangement, if determined necessary in order to comply with the U.S. Securities Act.
- (b) Each of Finore and Micron shall promptly furnish to the other all information concerning it as may be required for the effectuation of the actions described in this Agreement and the provisions of this §5.3.

Name Change

5.4 On or prior to the Effective Date, Finore shall change its name to “Micron Waste Technologies Inc.” or such other name as may be agreed by the Parties, subject to the approval of the Exchange and as may be accepted by the Registrar.

PART 6 **INDEMNIFICATION**

Mutual Indemnifications for Breaches of Warranty

6.1 Subject to §6.2, Micron hereby covenants and agrees with each of Finore and FinoreSub, and their respective directors, officers, employees, agents, advisors and representatives, and each of Finore and FinoreSub hereby covenants and agrees with Micron, and

its directors, officers, employees, agents, advisors and representatives (the Parties covenanting and agreeing to indemnify another person under this section are hereinafter individually referred to as the “**Indemnifying Party**” and the persons being indemnified by a Party are hereinafter individually referred to as the “**Indemnified Party**”), to indemnify and save harmless the Indemnified Party from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgments and penalties (collectively “**Claims**”) which may be suffered or incurred by the Indemnified Party as a result of, or arising out of:

- (a) any non-fulfillment of any covenant or agreement on the part of the Indemnifying Party under this Agreement, or
- (b) any incorrectness in or material breach of any representation or warranty of the Indemnifying Party contained in this Agreement,

except that the Indemnifying Party shall not be liable in any such case to the extent that any such Claims arise out of or are based upon the negligence of an Indemnified Party or the non-compliance by an Indemnified Party with any requirement of Applicable Laws in connection with the transactions contemplated by this Agreement.

Limitation on Mutual Indemnification

6.2 The indemnification obligations of each of the Parties pursuant to §6.1 shall be subject to the following:

- (a) the Claim shall have been made in writing in accordance with §6.3 within two years of the Effective Date; and
- (b) an Indemnifying Party shall not be required to indemnify an Indemnified Party until the aggregate Claims sustained by that Indemnified Party exceeds a value of \$5,000, in which case, the Indemnifying Party shall be obligated to the Indemnified Party for all Claims in accordance with this Agreement.

Procedure for Indemnification

6.3 The following provisions shall apply to any Claims for which an Indemnifying Party may be obligated to indemnify an Indemnified Party pursuant to this Agreement:

- (a) upon receipt from a third party by the Indemnified Party of notice of a Claim or the Indemnified Party becoming aware of any Claims in respect of which the Indemnified Party proposes to demand indemnification from the Indemnifying Party, the Indemnified Party shall give notice to that effect to the Indemnifying Party with reasonable promptness, provided that failure to give such notice shall not relieve the Indemnifying Party from any liability it may have to the Indemnified Party except to the extent that the Indemnifying Party is prejudiced thereby;
- (b) in the case of Claims arising from third parties, the Indemnifying Party shall have the right by notice to the Indemnified Party not later than 30 days after receipt of

the notice described in §6.3(a) above to assume the control of the defense, compromise or settlement of the Claims, provided that such assumption shall, by its terms, be without costs to the Indemnified Party and the Indemnifying Party shall at the Indemnified Party's request furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defense, compromise or settlement;

- (c) upon the assumption of control by the Indemnifying Party as aforesaid, the Indemnifying Party shall diligently proceed with the defense, compromise or settlement of the Claims at its sole expense, including employment of counsel reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall co-operate fully, but at the expense of the Indemnifying Party, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Party are necessary to enable the Indemnifying Party to conduct such defense; provided always that the Indemnified Party shall be entitled to reasonable security from the Indemnifying Party for any expense, costs or other liabilities to which it may be or may become exposed by reason of such co-operation;
- (d) the final determination of any such Claims arising from third parties, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claims against the Indemnifying Party hereunder; and
- (e) should the Indemnifying Party fail to give notice to the Indemnified Party as provided in §6.3(b) above, the Indemnified Party shall be entitled to make such settlement of the Claims as in its sole discretion may appear reasonably advisable, and such settlement or any other final determination of the Claims shall be binding upon the Indemnifying Party.

PART 7 **CONDITIONS PRECEDENT**

Mutual Conditions Precedent

7.1 The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the completion of the Amalgamation, are subject to the satisfaction, on or before the Effective Time or such other time specified, of the following conditions:

- (a) the Amalgamation Resolution shall have been passed by a special majority of Micron Shareholders;
- (b) the Amalgamation shall have become effective on or prior to the Outside Date;
- (c) receipt of final Exchange approval for, and completion of, the Consolidation;

- (d) all other consents, orders and approvals, including regulatory approvals and orders, necessary or desirable for the completion of the transactions provided for in this Agreement and the Amalgamation shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances;
- (e) this Agreement shall not have been terminated under Part 9;
- (f) dissent rights shall not have been exercised with respect to the Amalgamation by Micron Shareholders which will in the aggregate represent 5% or more of the Micron Shares outstanding on the record date for the Micron Meeting;
- (g) the availability of prospectus exemptions for the Amalgamation under Applicable Canadian Securities Laws and the availability of registration exemptions for the Amalgamation under applicable securities laws of the United States in respect of Post-Consolidation Finore Shares to be issued in the United States; and
- (h) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Amalgamation.

The foregoing conditions are for the mutual benefit of Finore and FinoreSub on the one hand and Micron on the other hand and may be waived, in whole or in part, jointly by the Parties at any time. If any of the foregoing conditions are not satisfied or waived on or before the Effective Date then a Party may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of such terminating Party's breach of this Agreement.

Additional Conditions to Obligations of Finore

7.2 The obligations of Finore and FinoreSub to consummate the transactions contemplated hereby, and in particular to complete the Amalgamation, is subject to the satisfaction, on or before the Effective Time or such other time specified, of the following conditions:

- (a) Micron shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by it on or before the Effective Time pursuant to the terms of this Agreement and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of Micron made in this Agreement shall be true and correct in all material respects as at the Effective Time;
- (b) Micron shall have furnished Finore with:
 - (i) certified copies of the resolutions duly passed by the board of directors of Micron approving this Amalgamation Agreement and the consummation of the transactions contemplated hereby;

- (ii) certified copies of the Amalgamation Resolutions approved by a special majority of the shareholders of Micron;
 - (iii) certified copies of Micron's Constatng Documents;
 - (iv) a certificate of good standing of Micron and its material subsidiaries dated within one day of the Effective Date;
 - (v) duly executed investment agreements, including accredited investor certifications, for any shareholders of Micron resident in the United States, in a form satisfactory to Finore and its counsel, acting reasonably;
 - (vi) a legal opinion, as is customarily provided in transactions similar to the Amalgamation, from legal counsel for Micron dated the Effective Date and in a form satisfactory to Finore and its counsel, acting reasonably;
 - (vii) a certificate of Micron addressed to Finore and dated the Effective Date, signed on behalf of Micron by a senior officer of Micron, confirming that the conditions in §7.2(a), (c) and (d) have been satisfied; and
 - (viii) such other closing documents as may be requested by Finore, acting reasonably;
- (c) no act, action, suit, proceeding, objection or opposition shall have been taken against or affecting Micron before or by any domestic or foreign court, tribunal or Governmental Agency or other regulatory or administrative agency or commission by any elected or appointed public official or private person in Canada or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been enacted, promulgated, amended or applied, which in the sole judgment of Micron, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting Micron or would materially impede the ability of the Parties to complete the Amalgamation; and
- (d) there shall not have occurred any Material Adverse Change of Micron.

The conditions in this §7.2 are for the exclusive benefit of Finore and may be asserted by Finore regardless of the circumstances or may be waived by Finore in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Finore may have.

Additional Conditions to Obligations of Micron

7.3 The obligations of Micron to consummate the transactions contemplated hereby, and in particular to complete the Amalgamation, is subject to the satisfaction, on or before the Effective Time or such other time specified, of the following conditions:

- (a) Finore and FinoreSub shall have performed, satisfied and complied with all obligations, covenants and agreements to be performed and complied with by them on or before the Effective Time pursuant to the terms of this Agreement and that, except as affected by the transactions contemplated by this Agreement, the representations and warranties of Finore and FinoreSub made in this Agreement shall be true and correct in all material respects as at the Effective Time.
- (b) Finore shall have furnished Micron with;
 - (i) certified copies of the resolutions duly passed by the boards of directors of Finore and FinoreSub approving this Agreement and the consummation of the transactions contemplated hereby;
 - (ii) certified copies of the resolutions of Finore, as the sole shareholder of FinoreSub, approving this Agreement and the consummation of the transactions contemplated hereby;
 - (iii) certified copies of Finore and FinoreSub's Constatng Documents;
 - (iv) certificates of good standing of Finore and FinoreSub dated within one day of the Effective Date;
 - (v) a legal opinion, as is customarily provided in transactions similar to the Amalgamation, from legal counsel for Finore dated the Effective Date and in a form satisfactory to Micron and its counsel, acting reasonably;
 - (vi) a certificate of Finore addressed to Micron and dated the Effective Date, signed on behalf of Finore by a senior officer of Finore, confirming that the conditions in §7.3(a), (c), and (d) have been satisfied; and
 - (vii) such other closing documents as may be requested by Micron, acting reasonably;
- (c) no act, action, suit, proceeding, objection or opposition shall have been taken against or affecting Finore before or by any domestic or foreign court, tribunal or Governmental Agency or other regulatory or administrative agency or commission by any elected or appointed public official or private person in Canada or elsewhere, whether or not having the force of law and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been enacted, promulgated, amended or applied, which in the sole judgment of Micron, acting reasonably, in either case has had or, if the Amalgamation was consummated, would result in a Material Adverse Change respecting Finore or would materially impede the ability of the Parties to complete the Amalgamation; and
- (d) there shall not have occurred any Material Adverse Change of Finore or FinoreSub; and

- (e) at the time of the closing of the Amalgamation, each of the current directors and officers of Finore and FinoreSub as at the date hereof, shall have provided a resignation and mutual release in form and substance satisfactory to Micron, acting reasonably.

The conditions in this §7.3 are for the exclusive benefit of Micron and may be asserted by Micron regardless of the circumstances or may be waived by Micron in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Micron may have.

Notice and Effect of Failure to Comply with Conditions

7.4 Each of Finore, FinoreSub and Micron shall give prompt notice to the other Parties of the occurrence, or failure to occur, at any time from the date hereof to the Effective Time of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

Satisfaction of Conditions

7.5 The conditions set out in this Part 7 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Amalgamation Application and Articles are filed under the BCBCA to give effect to the Amalgamation.

PART 8 **AMENDMENT**

Amendment

8.1 This Agreement may at any time and from time to time before or after the holding of the Micron Meeting be amended by written agreement of the Parties hereto without, subject to Applicable Laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by Micron Shareholders without approval by the affected Micron Shareholders given in the same manner as required for the approval of the Amalgamation.

PART 9 **TERMINATION**

Termination

- 9.1 (a) This Agreement may be terminated at any time in each of the following circumstances:
- (i) by written agreement executed and delivered by Finore and Micron;
 - (ii) by any Party if the Effective Date shall not have occurred by the Outside Date;
 - (iii) by Finore if there has been a material breach by Micron of any representation, warrant, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach Micron fails to cure within ten (10) Business Days after written notice thereof is given by Finore; or
 - (iv) by Micron if there has been a material breach by Finore or FinoreSub of any representation, warrant, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby, which breach Finore or FinoreSub, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by Micron.
- (b) If this Agreement is terminated in accordance with the foregoing provisions of this §9.1, this Agreement shall forthwith become void and no Party shall have any liability or further obligation to the other Parties hereunder except for each Party's obligations under §10.7 and §10.8 hereunder, which shall survive such termination, and provided that neither the termination of this Agreement nor anything contained in this §9.1(b) shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination.

PART 10 **GENERAL**

Notices

10.1 All notices that may be or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by courier or sent by facsimile or other electronic transmission:

- (a) in the case of Finore or FinoreSub, to:

Finore Mining Inc.
915-700 West Pender Street

Vancouver, BC V6C 1G8
Attention: Michael Sadhra
Email: msadhra@sadhrachow.com

with a copy to:

McMillan LLP
Suite 1500, 1055 West Georgia Street
Vancouver, BC, V6E 4N7
Attention: Desmond Balakrishnan
Fax: 604-893-2373
Email: Desmond.Balakrishnan@mcmillan.ca

- (b) in the case of Micron, to:

Micron Waste Technologies Inc.
Suite 1500, 1055 West Georgia Street
Vancouver, BC, V6E 4N7

Attention: Alfred Wong
Email: alfred@bullruncapital.ca

with a copy to:

Miller Thomson LLP
400-725 Granville Street
Vancouver, BC V7Y 1G5
Attention: Rory S. Godinho
Fax: 604-643-1200
Email: rgodinho@millerthomson.com;

or such other address as the Parties may, from time to time, advise the other Parties hereto by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or the time such facsimile or other electronic transmission is received.

Binding Effect

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

Assignment

10.3 Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto without the prior written consent of the other Parties hereto.

Entire Agreement

10.4 This Agreement, together with the agreements and documents referred to herein, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof.

Public Communications

10.5 Each of Finore and Micron agree to consult with each other prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Amalgamation or making any filing with any Governmental Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Amalgamation, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the other Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws. If such disclosure is required and the other Party has not reviewed or commented on the disclosure, the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

No Shop

10.6 Each of the Parties will not, nor will it permit any of its respective directors, officers, affiliates, employees, representatives or agents (including and without limitation, investment bankers, attorneys and accountants) directly or indirectly to, solicit, discuss, encourage or accept any offer for the purchase of such party or the business or the assets of such party, whether as a primary or backup offer, or take any other action with the intention or reasonable foreseeable effect of leading to any commitment or agreement to sell such party or business or the assets of such party (an "**alternative transaction**"). In addition, each of the Parties will conduct its respective operations according to its ordinary and usual course of business consistent with past practices and will not enter into any material transactions or incur any material liabilities (including without limitation, issuing or agreeing to issue any securities other than as expressly contemplated in this Agreement) without obtaining the consent of the other party hereto, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, nothing herein will restrict the parties hereto from taking such actions as may be required in order to discharge their obligations pursuant to applicable corporate laws.

Each Party represents and warrants to the other that it is not currently in any discussions or negotiations with any other person with respect to any alternative transaction. Each Party will

promptly notify the other Parties of any alternative transaction of which any director, senior officer or agent of the Party is or becomes aware of, any amendment to any of the foregoing or any request for non-public information relating to the Party. Such notice will include a description of the material terms and conditions of any such proposal and the identity of the person making such proposal, inquiry, request or contact.

Costs

10.7 Finore will be responsible for the fees, costs and expenses in connection with the Consolidation and Listing Statement (save and except for the costs associated with the completion of consolidated and audited financial statements of Micron, as required pursuant to the policies of the Exchange, which shall be the exclusive responsibility of Micron). Except as provided above, all fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such cost or expense, whether or not the Amalgamation is completed.

Confidentiality

- 10.8 (a) The Parties acknowledge that each will and has provided to the other information that is non-public, confidential, and proprietary in nature. Each of the Parties (and their respective directors, officers, affiliates, representatives, agents and employees) will keep such information confidential and will not, except as otherwise provided below, disclose such information or use such information for any purpose other than for the purposes of consummating the Amalgamation and the other transactions contemplated by this Agreement. The foregoing will not apply to information that:
- (i) becomes generally available to the public absent any breach of the foregoing;
 - (ii) was available on a non-confidential basis to a Party prior to its disclosure; or
 - (iii) becomes available on a non-confidential basis from a third party who is not bound to keep such information confidential.
- (b) Each of the Parties agrees that immediately upon termination of this Agreement, each Party will return to the other all confidential information.

Severability

10.9 If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so

as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

Further Assurances

10.10 Each Party hereto shall, from time to time and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

Time of Essence

10.11 Time shall be of the essence of this Agreement.

Applicable Law and Enforcement

10.12 This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia 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 British Columbia.

Waiver

10.13 Any Party may, on its own behalf only, (i) extend the time for the performance of any of the obligations or acts of the other Parties, (ii) waive compliance with the other Parties' agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in the other Parties' representations or warranties contained herein or in any document delivered by the other Parties; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

Counterparts

10.14 This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument.

[signature page follows]

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

FINORE MINING INC.

Per: “*Rav Mlait*”
Authorized Signatory

1119555 B.C. LTD.

Per: “*Rav Mlait*”
Authorized Signatory

MICRON WASTE TECHNOLOGIES INC.

Per: “*Alfred Wong*”
Authorized Signatory

EXHIBIT "A"

FORM OF ARTICLES OF AMALCO

EXHIBIT "B"

FORM OF AMALGAMATION APPLICATION

**EXHIBIT “C”
MICRON MATERIAL CONTRACTS**

Patent Assignment Agreement between Bharat Bhushan and Micron Waste Technologies Inc. dated May 1, 2017.

EXHIBIT “D”
MICRON INTELLECTUAL PROPERTY

“Treatment of Trade Effluent from Food Waste Disposal Systems” (Patent Application No. 14850226)