NOTICE OF SPECIAL SHAREHOLDER MEETING AND MANAGEMENT INFORMATION CIRCULAR

SustainCo's special meeting of shareholders will be held at 10:00 a.m. (Toronto time) on **December 10, 2013** at the offices of Stikeman Elliott LLP, Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada.

As a beneficial shareholder of SustainCo Inc., you have the right to vote your common shares by proxy. If you are a registered shareholder, you have

the right to vote your common shares, either by proxy or in person at the meeting.

Your vote is important.

This document tells you who can vote, what you will be voting on and how to exercise your right to vote. Please read it carefully.

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SCHEDULES

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

TO BE HELD ON TUESDAY, DECEMBER 10, 2013

NOTICE is hereby given that a special meeting (the "**Meeting**") of the holders of common shares in the capital of SUSTAINCO INC. (the "**Company**") will be held at the offices of Stikeman Elliott LLP, Commerce Court West, 199 Bay Street, Toronto, Ontario on **Tuesday, December 10, 2013** at 10:00 a.m. (Toronto time) for the following purposes:

1. to consider and, if thought appropriate, to pass a resolution to confirm the repeal of By-Law No. 1 of the Company, being a by-law relating generally to the business and affairs of the Company, and to confirm the adoption of By-Laws Nos. 2 and 3, being a by-law relating generally to the business and affairs of the Company and a by-law relating to advance notice with respect to the nomination of directors, respectively, the full text of which resolution is set out in Appendix A to the accompanying management information circular;

2. to consider and, if thought appropriate, to pass a special resolution pertaining to the sale of all of the issued and outstanding shares of Urban Mechanical Contracting Ltd. ("**Urban Mechanical**") held by the Company, representing substantially all of the assets of the Company, the full text of which resolution is set out in Appendix B to the accompanying management information circular, in accordance with the *Canada Business Corporations Act* (the "**CBCA**") and the requirements of the TSX Venture Exchange; and

3. to transact such other business as may be properly brought before the Meeting or any adjournment thereof.

You are entitled to receive notice of and vote at the Meeting or any adjournment of the meeting if you were a common shareholder of the Company on the record date, which the board of directors has fixed as October 31, 2013.

As a shareholder of the Company, it is very important that you read this material carefully and then vote your shares, either by proxy or in person at the meeting.

This notice is accompanied by a form of proxy and management information circular. Reference should be made to the circular, which provides information relating to the matters to be dealt with at the Meeting and forms part of this notice.

If you are not able to be present at the Meeting, please exercise your right to vote by signing and returning the enclosed form of proxy to the offices of Equity Financial Trust Company, 200 University Avenue, Suite 300, Toronto, ON M5H 4H1, not later than 48 hours (excluding Saturdays, Sundays and holidays) preceding the date of the Meeting or any adjournment thereof. Proxies may also be sent by facsimile to 416-595-9593 (outside Canada and the United States) or by internet in accordance with the instructions set out in management information circular and the form of proxy accompanying this notice.

DATED at Toronto, Ontario as of this Wednesday, November 6, 2013.

BY ORDER OF THE BOARD OF DIRECTORS

Signed *"Emlyn J. David"*
Emlyn J. David
President, Chief Executive Officer, Chair, Corporate Secretary & Director

Pursuant to section 190 of the CBCA, shareholders of the Company are entitled to exercise rights of dissent in respect of the proposed sale of the shares of Urban Mechanical and, if such sale becomes effective, to be paid the fair value for such shareholder's shares. Shareholders wishing to dissent with respect to such sale must send a written objection to the registered office of the Company, addressed to SustainCo Inc., 151 Bloor Street West, Toronto, Ontario, M5S 1S4, Attention: Investor Relations, at or prior to the time of the Meeting in order to be effective. Persons who are beneficial owners of common shares registered in the name of a broker, custodian, nominee or other intermediary who wish to dissent should be aware that only registered shareholders are entitled to dissent. Accordingly, a beneficial owner of common shares desiring to dissent should make arrangements for the registered holder of his, her or its common shares to dissent on his, her or its behalf. Alternatively, a beneficial owner of common shares desiring to dissent directly should make arrangements for the common shares beneficially owned by such person to be re-registered in his, her or its name prior to the time the written objection to the sale transaction is required to be received by the Company. See "Rights of Dissent to the Transaction" in the management information circular for a description of a shareholder's right to dissent. Failure to strictly comply with the requirements set forth in section 190 of the CBCA may result in the loss of any right of dissent.

MANAGEMENT INFORMATION CIRCULAR

In this document, "you" and "your" refer to the shareholder. The "Company" and "SustainCo" refer to SustainCo Inc. The information in this document is presented at October 25, 2013, unless otherwise indicated.

This management information circular is for the Company's special meeting of shareholders to be held on Tuesday, December 10, 2013 (the "**meeting**"). You have the right to vote the common shares of the Company (the "**shares**") for (a) the ordinary resolution pertaining to the confirmation of the resolution of the board of directors to repeal the existing by-laws of the Company and to adopt new by-laws, the full text of which, as well as the forms of by-laws to be adopted, are included in Appendix A to this management information circular, (b) the special resolution with respect to the sale of all of the issued and outstanding shares of Urban Mechanical Contracting Ltd. ("**Urban Mechanical**"), as more particularly set forth in Appendix B to this management information circular, which would constitute the sale of substantially all of the assets of the Company, and (c) any other items that may properly come before the meeting or any adjournment of the meeting.

The by-laws of the Company have not been updated since before the Company's shares were listed on the TSX Venture Exchange. The new by-laws that have been adopted by the directors update the existing by-laws. In addition, the directors have adopted a by-law requiring nominations of directors at any general or special meeting to be made by management or a shareholder in accordance with a circular or proposal made in accordance with the *Canada Business Corporations Act* ("**CBCA**") and, if not made in such a manner, to be made with advance notice. **Copies of the adopted by-laws to be confirmed, if thought appropriate, at the meeting are enclosed with this management information circular as part of Appendix A.**

The sale of Urban Mechanical would be made pursuant to a share purchase agreement dated October 15, 2013 between the Company and Urban Holdings Inc. and result in the sale of substantially all of the Company's assets. The sale is subject to several conditions, including the approval of the shareholders at the meeting and the approval of the TSX Venture Exchange. **A copy of the share purchase agreement is enclosed with this management information circular as part of Appendix B.**

To help you make an informed decision, please read this circular of the meeting. This circular gives you valuable information about the Company and the matters to be dealt with at the meeting. Financial information is provided in the Company's interim financial statements for the nine months ended May 31, 2013 and the associated management discussions and analysis.

Your proxy is solicited by the management of the Company. In addition to solicitation by mail, the Company's employees or agents may solicit proxies by telephone or other ways at a nominal cost. The costs of solicitation will be borne by the Company.

The board of directors approved the contents and sending of this management information circular and a copy has been sent to each shareholder who is eligible to receive notice of and vote his or her shares at the meeting, as well as to each director and to the auditors.

Note that this management information circular contains forward-looking statements about certain of the Company's current plans, goals and expectations relating to future events and financial conditions, performance, results, strategy and objectives. Statements containing the words: 'believes', 'intends', 'expects', 'plans', 'seeks' and 'anticipates' and any other words of similar meaning are forward-looking. All forward-looking statements involve risk and uncertainty because they relate to future events and circumstances beyond the Company's control. As a result, the Company's actual financial condition, performance and results may differ materially from the plans, goals and expectations set out in the forward-looking statements.

Any forward-looking statements are made as of the date of this management information circular and, other than as required by applicable securities laws, the Company does not assume any obligation to update or revise them to reflect new events or circumstances.

The sale of Urban Mechanical has not been approved or disapproved by the TSX Venture Exchange or by any securities regulatory authority, nor has the TSX Venture Exchange or any securities regulatory authority passed upon the fairness or merits of such sale, or upon the accuracy or adequacy of the information contained in the circular. Any representation to the contrary is an offense.

Signed *"Emlyn J. David"*
Emlyn J. David
President, Chief Executive Officer, Chair,
Corporate Secretary & Director

Toronto, Ontario
November 6, 2013

ABOUT VOTING YOUR SHARES

Your vote is important

As a shareholder of SustainCo, it is very important that you read this information carefully and then vote your shares, either by proxy or by attending the meeting.

Voting by proxy

Voting by proxy means that you are giving the person or people named on your proxy form (proxyholder) the authority to vote your shares for you at the meeting or any adjournment. A proxy form is included in this package.

You can choose from three different ways to vote your shares by proxy:

1. on the Internet
2. by mail
3. by fax.

If you vote by proxy, the directors who are named on the proxy form will vote your shares for you, unless you appoint someone else to be your proxyholder. If you appoint someone else, he or she must be present at the meeting to vote your shares.

If you are voting your shares by proxy, the Company's transfer agent, Equity Financial Trust Company, or any other agents the Company appoints **must receive your signed proxy form by 10:00 a. m. (Toronto time) on Friday, December 6, 2013.**

You are a registered shareholder if your name appears on your share certificate or on the register maintained by Company's transfer agent. Your proxy form indicates whether you are a registered shareholder.

You are a non-registered (or beneficial) shareholder if your bank, trust company, securities broker or other financial institution holds your shares for you (your nominee). For most of you, your proxy form indicates whether you are a non-registered (or beneficial) shareholder.

If you are not sure whether you are a registered or non-registered shareholder, please contact Equity Financial Trust Company at:

Equity Financial Trust Company
200 University Avenue, Suite 300
Toronto, Ontario, Canada M5H 4H1

Phone: 1-866-393-4891 (toll-free in Canada and the United States)

Fax: 416-595-9593

E-mail : proxysupport@equityfinancialtrust.com or investor@equityfinancialtrust.com

HOW TO VOTE – REGISTERED SHAREHOLDERS

BY PROXY

1. **On the Internet**

Go to the website at www.voteproxyonline.com and follow the instructions on screen. You will need your control number. You will find this number on your proxy form.

2. **By mail**

Complete, sign and date your proxy form and return it to Equity Financial Trust Company in the envelope the Company has provided. Please see "Completing the Proxy Form" for more information.

3. **By fax**

Complete, sign and date your proxy form and send both pages (in one transmission) by fax to 416-595-9593 (outside Canada and the United States). Please see "Completing the Proxy Form" for more information.

4. **By appointing another person to go to the meeting and vote your shares for you**

You may appoint another person as your proxyholder. This person does not have to be a shareholder. **Strike out the two names that are printed on the proxy form and write the name of the person you are appointing in the space provided. Complete your voting instructions, date and sign the form.** Make sure that the person you appoint is aware that he or she has been appointed and attends the meeting. At the meeting, he or she should see a representative of Equity Financial Trust Company at the registration table before entering the meeting. Please see "Completing the Proxy Form" for more information.

IN PERSON AT THE MEETING

You do not need to complete or return your proxy form. Voting in person at the meeting will automatically cancel any proxy you completed earlier.

HOW TO VOTE – NON-REGISTERED SHAREHOLDERS

BY PROXY

Your nominee is required to ask for your voting instructions before the meeting. Please contact your nominee if you did not receive a request for voting instructions or a proxy form in this package. In most cases, non-registered shareholders will receive a voting instruction form which allows you to provide your voting instructions by telephone, on the Internet, by mail or by fax. To vote on the Internet, go to the website at www.proxyvote.com and follow the instructions on screen. You will need your control number, which you will find on your voting instruction form.

Alternatively, non-registered shareholders may receive a voting instruction form which:

- is to be completed and returned, as directed in the included instructions; and
- has been pre-authorized by your nominee with a notation of the number of shares to be voted, which is to be completed, dated, signed and returned to Equity Financial Trust Company, by mail or fax.

IN PERSON AT THE MEETING

The Company does not have access to the names or holdings of its non-registered shareholders. That means you can only vote your shares in person at the meeting if you have instructed your nominee to appoint you as proxyholder. To do this, write your name in the space provided on the voting instruction form and follow the instructions of your nominee.

You do not have to complete the rest of the form - your vote will be taken and counted at the meeting.

At the meeting, you should see a representative of Equity Financial Trust Company at the registration table before entering the meeting.

COMMUNICATION WITH BENEFICIAL OWNERS

Shareholders holding shares through (i) brokers, securities dealers, banks, trust companies, trustees or administrators of a self-administered registered retirement savings plan, registered retirement income fund, registered education savings plan and similar plans, or their respective agents and nominees ("**Intermediaries**") or (ii) in the name of a clearing agency (such as CDS & Co., the registration name for The Canadian Depository for Securities Limited) of which the Intermediary is a participant, will not be recognized nor may they make motions or vote at the Meeting except as described below.

If shares are listed in an account statement provided to a shareholder by an Intermediary, those shares are, in all likelihood, not registered in the shareholder's name. Such shares will more likely be registered in the name of the Intermediary and can only be voted through a duly completed proxy given by the shareholder. Without specific instructions, the Intermediary is prohibited from voting shares for the Intermediary's clients. Therefore, each beneficial shareholder should ensure that voting instructions are communicated to the appropriate party well in advance of the Meeting.

National Instrument 54-101 Communication with Beneficial Owners of Securities of a Reporting Issuer ("**NI 54-101**") of the Canadian Securities Administrators requires Intermediaries to seek voting instructions from beneficial shareholders in advance of shareholder meetings. In accordance with the requirements of NI 54-101, the Company has distributed copies of the Notice of Meeting, this Circular and its form of proxy to the Intermediaries and clearing agencies for onward distribution to beneficial shareholders. Intermediaries are required to forward these materials to beneficial shareholders unless the beneficial shareholder has waived the right to receive them.

Intermediaries have their own mailing procedures and provide their own return instructions to clients, which should be carefully followed by beneficial shareholders to ensure their shares are voted at the Meeting. The form requesting such voting instructions (the "Voting Instructions Form" or "VIF") supplied to the beneficial shareholder by its Intermediary is substantially similar to the proxy provided directly to registered shareholders by the Company, however, it is limited to instructing the registered shareholder (that is, the Intermediary) how to vote on behalf of the beneficial shareholder.

Most Intermediaries in Canada and the United States of America delegate responsibility for obtaining instructions from clients to a third party company (or, if the beneficial shareholder has so consented, allows the Company or its transfer agent to do so directly) which sends a machine-readable VIF to beneficial shareholders and asks the beneficial shareholders to return the VIFs to them or provide instructions to them through the Internet or by telephone. The third party company (or the Company or its agent, if it has sent the VIF to the beneficial shareholder directly) then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of shares to be represented at the Meeting.

Although a beneficial shareholder may not be recognized directly at the Meeting for the purposes of voting shares registered in the name of their Intermediary, the beneficial shareholder may attend the Meeting as proxyholder for the Intermediary and indirectly vote the shares in that capacity. Beneficial shareholders wishing to attend the Meeting and indirectly vote their shares as their own proxyholder, must enter their own names in the blank space on the VIF provided to them and return the VIF in accordance with the instructions provided on it. If a beneficial shareholder receives a VIF and does not wish to attend the Meeting as a proxyholder, the VIF must be returned, or instructions respecting the voting of shares must be communicated, to the third party company (or the Company or its transfer agent) in advance of the Meeting to have the shares voted in accordance with the instructions on that VIF.

Shareholders with questions respecting the voting of shares held through an Intermediary should contact that Intermediary for assistance.

COMPLETING THE PROXY FORM

You can choose to vote "For" or "Against" the item listed on the proxy form.

When you sign the proxy form, you authorize Mr. Emlyn David, President and a director of the Company or Mr. Michael Galloro, a director of the Company, to vote your shares for you at the meeting according to your instructions. **If you return your proxy form and do not tell indicate how you want to vote your shares, your vote will be counted FOR the special resolution.**

If you are appointing someone else to vote your shares for you at the meeting, strike out the two names of the directors and write the name of the person voting for you in the space provided. **If you do not specify how you want your shares to be voted, your proxyholder will vote your shares as he or she sees fit on each item and on any other matter that may properly come before the meeting.**

If you are an individual shareholder, you or your authorized attorney must sign the form. If you are a corporation or other legal entity, an authorized officer or attorney must sign the form.

If you need help completing your proxy form, please contact Stefanie Chin-Yick at 416-849-2082.

Changing your vote

You can revoke a vote you made by proxy by:

- voting again on the Internet before 10:00 a.m. (Toronto time) on December 6, 2013;
- completing a proxy form that is dated later than the proxy form you are changing and mailing it to Equity Financial Trust Company so that it is received before 10:00 a.m. (Toronto time) on December 6, 2013;
- sending a notice in writing to the Company's Corporate Secretary so that it is received before 10:00 a.m. (Toronto time) on December 6, 2013. The notice can be from you or your authorized attorney; or
- giving a notice in writing to the Chairman of the meeting, at the meeting or any adjournment of the meeting. The notice can be from you or your authorized attorney.

How the votes are counted

You have one vote for each share you hold on October 31, 2013. As at October 25, 2013, 29,440,217 common shares were entitled to be voted at the meeting.

The ordinary resolution confirming the repeal and adoption of by-laws will be determined by a majority of the votes cast by shareholders present in person or by proxy.

The special resolution pertaining to the sale of Urban Mechanical will be determined by a majority of not less than two-thirds of the votes cast by shareholders present at the meeting in person or by proxy.

Equity Financial Trust Company counts and tabulates the votes. It does this independently of the Company to make sure that the votes of individual shareholders are confidential. Equity Financial Trust Company refers proxy forms to the Company only when:

- it is clear that a shareholder wants to communicate with management;
- the validity of the form is in question; or
- the law requires it.

WHAT THE MEETING WILL COVER

The following items will be covered at the meeting:

1. to consider and, if thought appropriate, to pass a resolution to confirm the repeal of By-Law No. 1 of the Corporation, being a by-law relating generally to the business and affairs of the Corporation, and to confirm the adoption of By-Laws Nos. 2 and 3, being a by-law relating generally to the business and affairs of the Corporation and a by-law relating to advance notice with respect to the nomination of directors, respectively, the full text of which resolution is set out in Appendix A to this management information circular;

2. to consider and, if thought appropriate, to pass a special resolution pertaining to the sale of all of the issued and outstanding shares of Urban Mechanical Contracting Ltd. ("**Urban Mechanical**") held by the Company, representing substantially all of the assets of the Company, the full text of which is set out in Appendix B to this management information circular in accordance with the *Canada Business Corporations Act* (the "**CBCA**") and the requirements of the TSX Venture Exchange; and

3. to transact such other business as may be properly brought before the Meeting or any adjournment thereof.

As of the date of this circular, management is not aware of any changes to these items, and does not expect any other items to be brought forward at the meeting. If there are changes or new items, your proxyholder can vote your shares on these items as he or she sees fit.

ORDINARY RESOLUTION CONFIRMING THE REPEAL AND ADOPTION OF BY-LAWS

In accordance with Section 103(1) of the CBCA, by written resolution dated October 25, 2013 the board of directors of the Company repealed By-Law No. 1 of the Company and adopted By-Laws Nos. 2 and 3 of the Company, being a by-law relating generally to the business and affairs of the Company and a by-law relating to the giving of advance notice for the nomination of directors, respectively. Pursuant to Section 103(2) of the CBCA, the directors are required to submit any by-law or repeal of a by-law to the shareholders of the Company at the next meeting of shareholders and the shareholders may, by ordinary resolution, confirm, reject or amend the by-law or repeal.

The repeal and adoption of the by-laws is effective from and as of October 25, 2013 until it is confirmed, confirmed as amended or rejected by the shareholders at the meeting. If the approval of the repeal and adoption of the by-laws by the directors is confirmed by the shareholders at the meeting, the repeal and adoption will continue to be effective following the meeting in the form in which it was confirmed. If the vote to confirm the repeal and adoption of the by-laws is rejected by the shareholders at the meeting, the approval by the directors ceases to be effective and By-Law No. 1, being a by-law relating generally to the business and affairs of the Company, will continue in force, without effect of the repeal and By-Laws Nos. 2 and 3 will be deemed not to have been adopted.

The form of the resolution is enclosed with this management information circular as Appendix A and the forms of By-Laws Nos. 2 and 3 are appended as Schedules 1 and 2 respectively in such appendix.

By-Law No. 2, if confirmed, will replace the repealed By-Law No. 1 relating generally to the business and affairs of the Company. This By-Law updates and replaces By-Law No. 1, which has not been changed

since the Company's shares were listed on the TSX Venture Exchange. The changes which would be effective by the confirmation of By-Law No. 2 would:

(a) Give the directors of the Company the explicit right to fix the size of the board between the minimum and maximum number set forth in the Company's Articles of Incorporation, as amended from time to time.

(b) Give the chair of any meeting of shareholders the right to extend or waive the deadline for submitting proxies for the meeting.

(c) Reduce the quorum for a meeting of shareholders from a majority of the shareholders being present or represented by proxy at the meeting to more than 30% of the shareholders being present or represented by proxy at the meeting.

(d) Explicitly authorize scrutineers to receive and tabulate ballots to determine the result of a vote by ballot at a meeting of shareholders.

(e) Remove any right the Company may have to lien a shareholder's shares.

(f) Explicitly authorize the Company to appoint one or more agents to maintain a central securities register and to appoint one such agent as the Company's registrar and transfer agent.

The purpose of the advance notice requirement for the nomination of directors as set out in By-Law No. 3 is to (a) ensure that all shareholders receive adequate notice of director nominations and sufficient time and information with respect to all nominees to enable them to assess the nominees and register an informed vote, (b) enable the Company to evaluate the proposed nominees' qualifications and their suitability to act as directors, and (c) facilitate an orderly and efficient meeting process.

By-Law No. 3, if confirmed, would require that nominations to the board of directors of the Company could only be made at an annual general meeting of shareholders or at a special meeting of shareholders called for a purpose which includes the election of directors and only by (a) the direction of the board or an authorized officer of the Company, (b) by one or more shareholders pursuant to a proposal made in accordance with the CBCA or (c) by a person entitled to vote at the meeting who gives notice of the nomination in advance and in the manner contemplated by the by-law.

The board of directors recommends a vote in favour of the confirmation of the repeal of By-Law No. 1 and the adoption of By-Laws Nos. 2 and 3.

In order to pass, this resolution requires a simple majority of the votes cast in person or by proxy at the meeting for FOR the resolution.

If you do not specify how you want your shares voted, the directors named as proxyholders in the enclosed proxy form intend to cast the votes represented by proxy at the meeting FOR this resolution.

SPECIAL RESOLUTION REGARDING THE SALE OF URBAN MECHANICAL

At the meeting, the shareholders will be asked to consider, and if thought appropriate, to pass a special resolution approving the sale by the Company of all of the issued and outstanding shares of Urban

Mechanical to Urban Holdings Inc. (the **"Purchaser**") pursuant to the terms of a share purchase agreement dated October 15, 2013 between the Company and the Purchaser (the "**Purchase Agreement**"). The full text of the resolution is set out in Appendix B to this management information circular and a copy of the Purchase Agreement is appended as Schedule 1 to such appendix.

The board of directors recommends a vote in favour of the sale of all of the issued and outstanding shares of Urban Mechanical.

Background of the Sale Transaction

The following is a brief overview of the context, process and negotiations leading to the proposed sale of Urban Mechanical to the Purchaser.

The Company originally purchased Urban Mechanical in order to implement a vertical integration strategy to meet the increasing demand of the industrial commercial institutional ("**ICI**") marketplace through the combination of Clean Energy Developments Corp. ("**CleanEnergy**"), a national leader of sustainable design build energy solutions, with Urban Mechanical, a mechanical contracting business with a history spanning more than 45 years (including predecessor businesses) in low-rise residential, high-rise residential and ICI installations. This combination was expected to provide the delivery of end-to-end sustainable solutions for asset owners, managers and construction leaders.

The Company acquired all of the issued and outstanding shares of Urban Mechanical on December 5, 2012 pursuant to a share purchase agreement dated September 6, 2012 between the Company (then as Bellair Ventures Inc.) as purchaser, The Edward J. Winter Family Trust as vendor, and Edward Winter and Marco Winter as principals. The purchase price paid was $8,278,419, being $10,000,000 less $1,721,581 of long term debt outstanding at closing. The purchase price paid at closing was satisfied through (a) the issuance of 9,597,125 common shares of the Company at an issue price of $0.55 per share, (b) the assignment by the Company of a loan payable by Urban Mechanical of $500,000 and (c) the promise to pay $500,000 in cash within 90 days after closing (which amount has not been paid and the forgiveness of which is a condition of closing the transaction of purchase and sale contemplated by this special resolution). The balance of the purchase price, being $2,000,000, was to be paid through the issuance of up to 3,636,363 common shares of the Company which were not issued at closing as security for a working capital adjustment and other amounts which may have been payable in connection with indemnification claims. The working capital of Urban Mechanical determined as at December 5, 2012 in accordance with the share purchase agreement was in a deficit position of approximately $6,000,000, which was $9,000,000 less than the required working capital amount of $3,000,000. As such, none of those 3,636,363 common shares are expected to be issued to The Edward J. Winter Family Trust. As a result of the working capital adjustment, the purchase price was deemed to be reduced by $2,000,000, for a total purchase price paid of $6,278,419.

Subsequent to the purchase of Urban Mechanical, the Company has found that the resources required to fund and operate Urban Mechanical were greater than originally anticipated. As at May 31, 2013, the Company had a working capital deficit of $5,093,266, with a significant portion of the deficit attributable to Urban Mechanical. While Urban Mechanical has a substantial backlog of revenue to be realized from uncompleted construction contracts, the working capital deficit created unplanned financial pressures on the Company as a whole and necessitated cash flow management strategies. This, in turn, diverted the Company's attention away from providing solutions and services that offer long-term customer value and environmental sustainability through a broad offering including alternative energy solutions, energy efficiency, innovative facility technology solutions, and facility maintenance services to customers in the multi-residential and ICI sectors across Canada. As a result, the Company had been forced to delay its growth strategy and strategic acquisitions due to the funding requirements for Urban Mechanical.

The Company was approached by the Purchaser in August, 2013 with respect to a potential sale of Urban Mechanical. Although the Company continued discussions with the Purchaser, the board considered other strategic alternatives while executing cash-flow management strategies on a stand-alone basis. In early September, the board requested an analysis of the Company's working and investment capital in order to determine whether the Company could continue to operate Urban Mechanical while remaining financially solvent. Meanwhile, discussions with the Purchaser continued with no significant progress.

In early October, 2013, a draft of a share purchase agreement was presented to the board. During the remainder of the first half of October 2013, the board continued negotiations with the Purchaser on the material terms of the share purchase agreement and continued their discussions related to ongoing due diligence and financing requirements. As a result of the strategic review process undertaken by the board and upon careful consideration of the terms of the share purchase agreement, the board concluded that the best strategy to alleviate the financial pressures of the Company and maximize shareholder value was to enter into the share purchase agreement with the Purchaser.

On October 15, 2013, the Company and the Purchaser entered into the Purchase Agreement, which was publicly announced by the Company prior to the commencement of trading on October 16, 2013.

Terms of the Sale

Under the terms of the Purchase Agreement, the Purchaser will purchase all of the issued and outstanding shares of Urban Mechanical for a purchase price of $3,000,000 on an "as is, where is" basis, except for certain limited representations and warranties given by the Company as set out in the Purchase Agreement. Of that amount, $1,000,000 was delivered by the Purchaser to the Company's legal counsel, as escrow agent, on October 15, 2013 to be held in escrow pending closing of the transaction.

In the event that the transaction fails to close due to the Purchaser's breach of any of its representations, warranties or covenants under the Purchase Agreement, the Company and the Purchaser are to cause the $1,000,000 held by the Company's legal counsel in escrow, together with interest thereon, to be released to the Company as liquidated damages (and not as a penalty) to compensate the Company for the expenses incurred and opportunities foregone as a result of the failure to close the transaction.

The closing of the transaction is subject to a number of conditions, including the approval of the shareholders of the Company, the approval of the TSX Venture Exchange, receipt by the Company of full and final releases by the Purchaser, The Edward J. Winter Family Trust and Edward J. Winter, among others, in favour of the Company with respect to all matters other than those pertaining to the Purchase Agreement but including the release and forgiveness by The Edward J. Winter Family Trust of a debt payable by the Company to The Edward J. Winter Family Trust of $500,000, and receipt by the Purchaser of full and final releases by the Company in favour of the Purchaser, Urban Mechanical, The Edward J. Winter Family Trust and Edward J. Winter, among others, with respect to all matters other than those pertaining to the Purchase Agreement but including the release and forgiveness of any and all debt payable by Urban Mechanical to the Company which was advanced before October 15, 2013 (excluding certain amounts advanced as a short-term loan), which advances as at such date amounted to approximately $2.5 million.

It is a condition of closing in favour of the Purchaser that the debt payable by Urban Mechanical to CanGap Merchant Capital LP ("**CanGap**") at closing not exceed $250,000. As at October 25, 2013, the debt payable to by Urban Mechanical to CanGap is approximately $1 million. Although the Company is negotiating with CanGap to satisfy this condition, there can be no assurance the Company will be able to satisfy the condition. Emlyn David, the President of the Company, is also the President and the CEO of CanGap and, accordingly, CanGap is not at arm's length from the Company.

On the date of the Purchase Agreement, the Purchaser has agreed to advance up to $1,500,000 in cash to Urban Mechanical as a secured loan to fund additional working capital obligations of Urban Mechanical. $1,200,000 of that amount was advanced by the Purchaser to Urban Mechanical on October 15, 2013.

Use of Proceeds

Through the sale of Urban Mechanical the Company will refocus all of its resources and capital to building out its Clean Energy Developments Corp. ("**CleanEnergy**") and SustainCo Solutions and Services groups. As a result of the sale, the Company intends to concentrate its efforts in the higher growth areas of alternative energy development through CleanEnergy and energy retrofit and services through SustainCo Solutions and Services. In addition, as a result of the sale the Company will receive $3,000,000 in cash proceeds, plus the forgiveness of an outstanding promise to pay $500,000. This is expected to alleviate short-term financial pressures the Company is facing and to provide the flexibility to continue pursuing SustainCo's strategy. The remainder of the proceeds from the sale of Urban Mechanical will be used for general working capital requirements and future acquisitions.

Effect of the Sale Transaction on the Company

Upon closing of the sale transaction, the Company's remaining operations will be CleanEnergy. The financial results of Urban Mechanical will no longer be consolidated with that of the Company, effective from the date of closing. However, revenue and expenses incurred prior to the date of closing will continue to be consolidated with the operations of the Company and CleanEnergy.

Based on Urban Mechanical's Q3 2013 unaudited financial statements, it had total revenue of $29,115,451 with segmented net income of $672,797 between the period between December 5, 2012 (when Urban was acquired by the Company) and May 31, 2013. As at May 31, 2013, Urban Mechanical had assets of $32,340,335 (including goodwill and unallocated purchase price of $10,789,593) and liabilities of $22,487,613.

The Company's objective is to refocus on vertically integrating and building the Company to be a true turnkey business that offers a complete range of sustainable infrastructure solutions and services. It is anticipated this will allow the Company to take advantage of the higher margin areas of the full service business model initially envisioned for the Company, such as the finance, consulting, and design solutions, as well as simultaneously enabling the Company to capitalize on life-cycle cross selling. This is expected to result in the creation of more revenue streams along the entire life cycle of a project, without compromising control over the process and competitive prices to consumers.

With the disposition of Urban Mechanical, the Company is expected to be in a position to refocus its capital on acquiring businesses and/or individuals to build and complete the Company's full service business model. The Company has identified key areas for these acquisitions/hires:

- mechanical and electrical design, installation, retrofits, and maintenance;
- lighting design, installation, retrofits, and maintenance;
- sustainability infrastructure consulting services;
- energy management and automation; and

- equipment design, installation, automation, and maintenance.

With these strategic additions to the Company, the Company plans to offer consumers a "one stop shop" of solutions from the inception of a project, to the implementation of the project, to finally the maintenance and long term servicing of a completed project. The Company's competitive advantage is expected to be the ability to bridge design, build, and maintenance and take advantage of the synergies between each acquisition target.

These "one stop shop" solutions are expected to include:

i. **Design**: Conceptualization of a project at the stages of inception, including:

   a. **Consulting Services**: The Company intends to offer consulting services for both new build and retrofit projects. It will also seek to help clients identify the best sustainable infrastructure solutions for a site while taking into consideration the site's use and the client's objectives and budget.

   b. **Financing**: The Company intends to offer financing solutions, which will allow the Company to take a stake in a project as a lender and/or equity stakeholder. On the consumer's end, such financing is expected to increase the consumer's accessibility to sustainable infrastructure. On the Company's end it is expected to add to accessibility and appeal to the consumer, potentially creating a significant revenue stream.

   c. **Mechanical and Electrical Engineering and Design**: The Company intends to offer mechanical engineering and design through CleanEnergy. The Company is exploring potential acquisitions to enhance mechanical and electrical engineering design capabilities.

ii. **Build**: Implementation of design, including:

   a. **Mechanical and Electrical Installation**: The Company intends to offer project management and mechanical installation services through CleanEnergy. The Company is aiming to build out these offerings via acquisitions and/or outsourcing to enable electrical installation services.

   b. **Equipment**: The Company intends to continue to enhance its sustainable equipment and product lines through exclusive licencing and distribution arrangements.

iii. **Maintain**: Operations and maintenance of installed systems, including:

   a. **Operations and Maintenance Services**: The Company intends to offer long-term services to operate and maintained installed systems.

   b. **Energy Monitoring**: To ensure the performance of the Company's products and systems, the Company intends to explore the possibility of monitoring the long-term energy consumption and outflows of the systems.

The Company's objective is to bundle these services and solutions, thereby taking advantage of the client's needs along the entire lifecycle of a project. The Company's refocused full service business model is expected to allow for improved margins, the creation of additional revenue streams, and increased accessibility and appeal to consumers.

Shareholder and Exchange Approval

The sale of the shares of Urban Mechanical constitutes the sale of substantially all of the business of the Company. Pursuant to Section 190 of the CBCA, in order to pass, this special resolution requires a majority of not less than two-thirds of the votes cast (66-2/3%) at the meeting in person or by proxy be cast FOR the special resolution. The approval by the shareholders will also satisfy a condition of the TSX Venture Exchange that the sale be approved by the shareholders of the Company, as discussed below.

If you do not specify how you want your shares voted, the directors named as proxyholders in the enclosed proxy form intend to cast the votes represented by proxy at the meeting FOR this special resolution.

The sale of the shares of Urban Mechanical constitutes a "Reviewable Transaction" as that term is defined in Policy 5.3 – Acquisitions and Dispositions of Non-Cash Assets of the TSX Venture Exchange Corporate Finance Manual. Pursuant to that policy, the transaction is subject to the approval of the TSX Venture Exchange. The Company received conditional acceptance from the TSX Venture Exchange on October 21, 2013. In order to obtain the final acceptance of the TSX Venture Exchange, the Company is required to provide (i) shareholder approval of the sale of Urban Mechanical and (ii) other additional documents as required by the TSX Venture Exchange. The transaction cannot close until the TSX Venture Exchange has issued its final acceptance.

Rights of Dissent to the Transaction

Registered shareholders of the Company who wish to exercise dissent rights in connection with the sale by the Company of all of the issued and outstanding shares of Urban Mechanical should take note that strict compliance with the dissent procedures is required.

The following description of the dissent procedures is not a comprehensive statement of the procedures to be followed by a dissenting shareholder who seeks payment of the fair value of his, her or its common shares and is qualified in its entirety by the reference to the full text of section 190 of the CBCA which is attached to this management information circular as Appendix C. A dissenting shareholder who intends to exercise the dissent rights should carefully consider and comply with the provisions of Section 190 of the CBCA. Failure to comply strictly with the provisions of the CBCA and to adhere to the procedures established therein may result in the loss of all rights thereunder.

Persons who are beneficial and not registered shareholders who wish to dissent with respect to their common shares should be aware that only registered shareholders are entitled to dissent with respect to them. A registered shareholder, such as an intermediary who holds common shares as nominee for a beneficial shareholder, wishing to dissent, must exercise dissent rights on behalf of such beneficial shareholder with respect to the common shares held for such beneficial shareholder. In such case, the notice of objection should set forth the number of common shares it covers. Accordingly, a beneficial shareholder desiring to dissent should make arrangements for the registered holder of his, her or its common shares to dissent on his, her or its behalf. Alternatively, a beneficial shareholder wishing to exercise dissent rights directly should make arrangements for the common shares beneficially owned by such person to be re-registered in his, her or its name prior to the time the notice of objection is required to be received by the Company.

A registered shareholder who wishes to dissent must send a written notice objecting to the sale of the shares of Urban Mechanical to the Company at 151 Bloor Street West, Toronto, Ontario, M5S 1S4, Attention: Investor Relations, at or prior to the time of the meeting in order to be effective. Such notice must set out the number of common shares held by the dissenting shareholder.

The delivery of such a notice does not deprive such dissenting shareholder of the right to vote at the meeting; however, a vote in favour of the sale may result in a loss of his, her or its dissent right. A vote against the sale, whether in person or by proxy, does not constitute a notice of objection, but a shareholder need not vote his, her or its common shares against the sale in order to object. Similarly, the revocation of a proxy conferring authority on the proxy holder to vote in favour of the sale does not constitute a notice of objection in respect of the sale, but any such proxy granted by a shareholder who intends to exercise dissent rights should be validly revoked (see **"How to Vote—Changing Your Vote"** in this circular) in order to prevent the proxy holder from voting such common shares in favour of the sale. A vote in favour of the sale, whether in person or by proxy, may constitute a loss of a shareholder's right to dissent. However, a shareholder may vote as a proxy holder for another shareholder whose proxy required an affirmative vote, without affecting the right of the proxy holder to exercise dissent rights.

If the special resolution regarding the sale of Urban Mechanical is passed at the Meeting, the Company is required to deliver to each dissenting shareholder, within 10 days after the approval of the sale, a notice stating that the sale resolution has been adopted (the "**Notice of Resolution**"). A Notice of Resolution is not required to be sent to any dissenting shareholder who voted in favour of the sale or who has withdrawn his, her or its notice of objection. A dissenting shareholder shall, within 20 days after receipt of the Notice of Resolution or, if the dissenting shareholder does not receive a Notice of Resolution within 20 days after learning that the sale resolution has been adopted, send to the Company a written notice containing the dissenting shareholder's name and address, the number of common shares in respect of which the shareholder dissents and a demand for payment of the fair value of such common shares. A dissenting shareholder must within 30 days after sending such notice send the certificates representing the common shares in respect of which such shareholder is dissenting to the Company or its transfer agent or else the dissenting shareholder will lose his, her or its right to make a claim for the fair value of such common shares.

On sending its notice, a dissenting shareholder ceases to have any rights as a shareholder, except the right to be paid the fair value of his, her or its dissenting shares, except where (a) the dissenting shareholder withdraws his, her or its notice before the Company sends its Offer to Pay (as defined below), (b) the Company fails to make an Offer to Pay and the dissenting shareholder withdraws his, her or its notice, or (c) the Company decides not to proceed with the sale, in which case the dissenting shareholder's rights are reinstated as of the date the dissenting shareholder's notice was sent.

The Company shall, no later than seven days after the later of the date on which the sale of the shares of Urban Mechanical becomes effective or the date the Company receives a notice from a dissenting shareholder, send to each dissenting shareholder a written offer (the "**Offer to Pay**") to pay for the shares of the dissenting shareholder in an amount considered by the directors of the Company to be the fair value thereof, accompanied by a statement showing how the fair value was determined. Every Offer to Pay shall be on the same terms. Dissenting shareholders who accept the Offer to Pay will, unless such payments are prohibited by the CBCA, be paid within 10 days of acceptance, but any Offer to Pay lapses if the Company does not receive an acceptance thereof within 30 days after the date on which the Offer to Pay was made.

If the Company fails to make the Offer to Pay, or a dissenting shareholder fails to accept the Offer to Pay within the required period, the Company may, within 50 days after the date on which the sale becomes effective or within such further period as the court may allow, apply to the court to fix a fair value for the shares of any dissenting shareholder. Upon any such application by the Company, the Company shall notify each affected dissenting shareholder of the date, place and consequences of the application and of his, her or its right to appear and be heard in person or by counsel. If the Company fails to make such an application, a dissenting shareholder has the right to so apply within a further period of 20 days or within such further period as the court may allow. All dissenting shareholders whose shares have not been purchased by the Company will be joined as parties to the application and will be bound by the decision of the court. The court

may determine whether any other person is a dissenting shareholder who should be joined as a party and the court will fix a fair value for the shares of all dissenting shareholders.

If a dissenting shareholder fails to strictly comply with the requirements for the exercise of the dissent rights set out in section 190 of the CBCA, such dissenting shareholder will lose his, her or its dissent rights. If a dissenting shareholder strictly complies with the foregoing requirements of the dissent rights, but the sale of the shares of Urban Mechanical is not completed, the dissent rights will terminate. In either of the foregoing cases, the Company will return to the dissenting shareholder the certificates representing the dissenting shares that were delivered to the Company, if any.

The exercise of dissent rights is technical in nature and must be strictly complied with. Shareholders should consult their legal advisors with respect to the legal rights available to them in relation to the exercise of dissent rights with respect to the sale of the shares of Urban Mechanical.

Considering other business

We will:

- report on recent events that are significant to the Company's business
- report on other items that are of interest to the Company's shareholders
- invite questions and comments from shareholders.

If you are not a shareholder, you may be allowed into the meeting after speaking with a representative of Equity Financial Trust Company and if the chairman of the meeting allows it.

OTHER IMPORTANT INFORMATION

COSTS OF SOLICITATION

The costs of the proxy solicitation contemplated by this management information circular are being borne by the Company.

VOTING SECURITIES AND PRINCIPAL HOLDERS

There were 29,440,217 common shares of the Company outstanding as of October 25, 2013, each common share carrying the right to one vote. Each shareholder of record at the close of business on October 31, 2013 is entitled to vote the shares registered in his or her name on that date at the meeting. The quorum for any meeting of shareholders is one or more persons present and holding or representing by proxy of not less than a majority of the shares entitled to vote at the meeting are present in person or by proxy.

Listed below are the names and other information concerning persons who, to the knowledge of the directors or officers, directly or indirectly, has as at the date of this management proxy circular beneficial ownership or control or direction over more than 10% of any class of SustainCo's shares:

Name of Beneficial Owner	Nature of Ownership	Number of Shares	Percent of Outstanding Shares
Alter NRG Corp.	Legal and Beneficial	10,000,000	33.97%
The Edward J. Winter Family Trust	Legal and Beneficial	9,147,125	31.07%

INTERESTS OF INFORMED PERSONS IN MATTERS BEFORE THE MEETING

Listed below are the names and other information concerning each director and executive officer of the Company since September 1, 2013 who has beneficial ownership in any of SustainCo's shares as at the date of this management proxy circular:

Name of Beneficial Owner	Position(s) Held	Nature of Ownership	Number of Shares	Percent of Outstanding Shares
Emlyn David	Director, President, CEO, Secretary	Legal and Beneficial	300,000	1.0%
Franco Carnevale	Senior Vice President, Strategic Developments & Communications	Beneficial	564,000	1.9%
Michael Galloro	Director	Beneficial	10,000	0.03%
Rajiv Rai	Director	Beneficial	190,000	0.06%

Emlyn David, the president, chief executive officer and corporate secretary of the Company and a director of the Company, is also the President and the CEO of CanGap. As discussed above, it is a condition of closing the transaction contemplated by the special resolution that the debt owing by Urban Mechanical to CanGap at closing not exceed $250,000. Although the Company is negotiating with CanGap to satisfy this condition, there can be no assurance the Company will be able to satisfy the condition.

AUDITORS

MNP LLP (formerly MSCM LLP), 701 Evans Avenue, 8th Floor, Toronto, Ontario, M9C 1A3, are the auditors of the Company.

TRANSFER AGENT AND REGISTRAR

Equity Financial Trust Company, 200 University Avenue, Suite 300, Toronto, Ontario, M5H 4H1, is the registrar and transfer agent for the Company.

DOCUMENTS YOU CAN REQUEST

You can ask the Company for a copy of the following documents at no charge:

- the Company's most recent annual report, which includes comparative financial statements for the financial year completed August 31, 2012 together with the accompanying auditors' report
- any interim financial statements that were filed after the above mentioned comparative financial statements
- the Company's management discussion and analysis (MD&A) related to the above mentioned financial statements

Please contact Stefanie Chin-Yick at the Company at 416-849-2082.

These documents are also available on SEDAR at www.sedar.com.

BOARD APPROVAL

The contents and delivery of this management information circular has been approved by the board of directors and a copy has been sent to each shareholder who is eligible to receive notice of and vote his or her shares at the meeting, as well as to each director and to the auditors.

BY ORDER OF THE BOARD OF DIRECTORS

Signed *"Emlyn J. David"*
Emlyn J. David
President, Chief Executive Officer, Chair, Corporate Secretary & Director

Financial information is provided in the Company's comparative annual financial statements and related management discussions and analysis for the year ended August 31, 2012 and for the comparative interim financial statements and related management discussions and analysis for the nine months ended May 31, 2013, each of which is available at www.sedar.com.

APPENDIX A
RESOLUTION REGARDING BY-LAWS

BE IT RESOLVED THAT:

1. The repeal of By-law No. 1 of the Corporation is confirmed;

2. By-law No. 2 relating generally to the business and affairs of the Corporation, a copy of which is attached hereto as Schedule 1, is confirmed as a by-law of the Corporation; and

3. By-law No. 3 relating generally to advance notice with respect to certain matters to be brought before meetings of the shareholders of the Corporation, a copy of which is attached hereto as Schedule 2, is confirmed as a by-law of the Corporation.

SCHEDULE 1
BY-LAW NO. 2 – GENERAL BYLAW

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions.

As used in this by-law, the following terms have the following meanings:

"**Act**" means the Canada Business Corporations Act and the regulations under the Act, all as amended, re-enacted or replaced from time to time.

"**Authorized Signatory**" has the meaning specified in Section 2.2.

"**Corporation**" means SustainCo Inc.

"**person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability company, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or governmental or regulatory entity, and pronouns have a similarly extended meaning.

"**recorded address**" means (i) in the case of a shareholder or other securityholder, the shareholder's or securityholder's latest address as shown in the records of the Corporation, (ii) in the case of joint shareholders or other joint securityholders, the address appearing in the records of the Corporation in respect of the joint holding or, if there is more than one address in respect of the joint holding, the first address that appears, and (iii) in the case of a director, officer or auditor, the person's latest address as shown in the records of the Corporation or, if applicable, the last notice filed with the Director under the Act, whichever is the most recent.

"**show of hands**" means, in connection with a meeting, a show of hands by persons present at the meeting, the functional equivalent of a show of hands by telephonic, electronic or other means of communication and any combination of such methods.

Terms used in this by-law that are defined in the Act have the meanings given to such terms in the Act.

Section 1.2 Interpretation.

The division of this by-law into Articles, Sections and other subdivisions and the insertion of headings are for convenient reference only and do not affect its interpretation. Words importing the singular number include the plural and vice versa. Any reference in this by-law to gender includes all genders. In this by-law the words "including", "includes" and "include" means "including (or includes or include) without limitation".

Section 1.3 Subject to Act and Articles.

This by-law is subject to, and should be read in conjunction with, the Act and the articles. If there is any conflict or inconsistency between any provision of the Act or the articles and any provision of this by-law, the provision of the Act or the articles will govern.

Section 1.4 Conflict with Unanimous Shareholder Agreement.

If there is any conflict or inconsistency between any provision of a unanimous shareholder agreement and any provision of this by-law, the provision of such unanimous shareholder agreement will govern.

ARTICLE 2
BUSINESS OF THE CORPORATION

Section 2.1 Financial Year.

The financial year of the Corporation ends on such date of each year as the directors determine from time to time.

Section 2.2 Execution of Instruments and Voting Rights.

Contracts, documents and instruments may be signed on behalf of the Corporation, either manually or by facsimile or by electronic means, (i) by any one director or officer or (ii) by any other person authorized by the directors from time to time (each Person referred to in (i) and (ii) is an "**Authorized Signatory**"). Voting rights for securities held by the Corporation may be exercised on behalf of the Corporation by any two Authorized Signatories. In addition, the directors may, from time to time, authorize any person or persons (i) to sign contracts, documents and instruments generally on behalf of the Corporation or to sign specific contracts, documents or instruments on behalf of the Corporation and (ii) to exercise voting rights for securities held by the Corporation generally or to exercise voting rights for specific securities held by the Corporation. Any Authorized Signatory, or other person authorized to sign any contract, document or instrument on behalf of the Corporation, may affix the corporate seal, if any, to any contract, document or instrument when required.

As used in this Section, the phrase "contracts, documents and instruments" means any and all kinds of contracts, documents and instruments in written or electronic form, including cheques, drafts, orders, guarantees, notes, acceptances and bills of exchange, deeds, mortgages, hypothecs, charges, conveyances, transfers, assignments, powers of attorney, agreements, proxies, releases, receipts, discharges and certificates and all other paper writings or electronic writings.

Section 2.3 Banking Arrangements.

The banking and borrowing business of the Corporation or any part of it may be transacted with such banks, trust companies or other firms or corporations as the directors determine from time to time. All such banking and borrowing business or any part of it may be transacted on the Corporation's behalf under the agreements, instructions and delegations, and by the one or more officers and other persons, that the directors authorize from time to time. This paragraph does not limit in any way the authority granted under Section 2.2.

ARTICLE 3
DIRECTORS

Section 3.1 Number of Directors.

If the articles specify a minimum and a maximum number of directors, the number of directors is the number within the minimum and maximum determined by the directors from time to time. No decrease in the number of directors will shorten the term of an incumbent director. Where the number of directors has not been determined as provided in this section, the number of directors is the number of directors holding office immediately following the most recent election or appointment of directors, whether at an annual or special meeting of the shareholders, or by the directors pursuant to the Act.

Section 3.2 Place of Meetings.

Meetings of directors may be held at any place in or outside Canada.

Section 3.3 Calling of Meetings.

The chair of the board, the president, the chief executive officer or any one or more directors may call a meeting of the directors at any time. Meetings of directors will be held at the time and place as the person(s) calling the meeting determine.

Section 3.4 Regular Meetings.

The directors may establish regular meetings of directors. Any resolution establishing such meetings will specify the dates, times and places of the regular meetings and will be sent to each director.

Section 3.5 Notice of Meeting.

Subject to this section, notice of the time and place of each meeting of directors will be given to each director not less than 24 hours before the time of the meeting. No notice of meeting is required for any regularly scheduled meeting except where the Act requires the notice to specify the purpose of, or the business to be transacted at, the meeting. Provided a quorum of directors is present, a meeting of directors may be held, without notice, immediately following the annual meeting of shareholders.

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any person, or any error in any notice not affecting the substance of the notice, does not invalidate any resolution passed or any action taken at the meeting.

Section 3.6 Waiver of Notice.

A director may waive notice of a meeting of directors, any irregularity in a notice of meeting of directors or any irregularity in a meeting of directors. Such waiver may be given in any manner and may be given at any time either before or after the meeting to which the waiver relates. Waiver of any notice of a meeting of directors cures any irregularity in the notice, any default in the giving of the notice and any default in the timeliness of the notice.

Section 3.7 Quorum.

A majority of the number of directors in office or such greater or lesser number as the directors may determine from time to time, constitutes a quorum at any meeting of directors. Notwithstanding any vacancy among the directors, a quorum of directors may exercise all the powers of the directors.

Section 3.8 Meeting by Telephonic, Electronic or Other Communication Facility.

If all the directors of the Corporation present at or participating in a meeting of directors consent, a director may participate in such meeting by means of a telephonic, electronic or other communication facility. A director participating in a meeting by such means is deemed to be present at the meeting. Any consent is effective whether given before or after the meeting to which it relates and may be given with respect to all meetings of the directors.

Section 3.9 Chair.

The chair of any meeting of directors is the first mentioned of the following officers that is a director and is present at the meeting:

(a) the chair of the board; or

(b) the president.

If no such person is present at the meeting, the directors present shall choose one of their number to chair the meeting.

Section 3.10 Secretary.

The corporate secretary, if any, will act as secretary at meetings of directors. If a corporate secretary has not been appointed or the corporate secretary is absent, the chair of the meeting will appoint a person, who need not be a director, to act as secretary of the meeting.

Section 3.11 Votes to Govern.

At all meetings of directors, every question shall be decided by a majority of the votes cast. In case of an equality of votes, the chair of the meeting is not entitled to a second or casting vote.

Section3.12 Remuneration and Expenses.

The directors may determine from time to time the remuneration, if any, to be paid to a director for his or her services as a director. The directors are also entitled to be reimbursed for travelling and other out-of-pocket expenses properly incurred by them in attending directors meetings, committee meetings and shareholders meetings and in the performance of other duties of directors of the Corporation. The directors may also award additional remuneration to any director undertaking special services on the Corporation's behalf beyond the services ordinarily required of a director by the Corporation.

A director may be employed by or provide services to the Corporation otherwise than as a director. Such a director may receive remuneration for such employment or services in addition to any remuneration paid to the director for his or her services as a director.

ARTICLE 4
COMMITTEES

Section 4.1 Committees of Directors.

The directors may appoint from their number one or more committees and delegate to such committees any of the powers of the directors except those powers that, under the Act, a committee of directors has no authority to exercise.

Section 4.2 Proceedings.

Meetings of committees of directors may be held at any place in or outside Canada. At all meetings of committees, every question shall be decided by a majority of the votes cast on the question. Unless otherwise determined by the directors, each committee of directors may make, amend or repeal rules and procedures to regulate its meetings including: (i) fixing its quorum, provided that quorum may not be less than a majority of its members; (ii) procedures for calling meetings; (iii) requirements for providing notice of meetings; (iv) selecting a chair for a meeting; and (v) determining whether the chair will have a deciding vote in the event there is an equality of votes cast on a question.

Subject to a committee of directors establishing rules and procedures to regulate its meetings, Section 3.2 to Section 3.11 inclusive apply to committees of directors, with such changes as are necessary.

ARTICLE 5
OFFICERS

Section 5.1 Appointment of Officers.

The directors may appoint such officers of the Corporation as they deem appropriate from time to time. The officers may include any of a chair of the board, a president, a chief executive officer, one or more vice-presidents, a chief financial officer, a corporate secretary and a treasurer and one or more assistants to any of the appointed officers. No person may be the chair of the board unless that person is a director.

Section 5.2 Powers and Duties.

Unless the directors determine otherwise, an officer has all powers and authority that are incident to his or her office. An officer will have such other powers, authority, functions and duties that are prescribed or delegated, from time to time, by the directors, or by other officers if authorized to do so by the directors. The directors or authorized officers may, from time to time, vary, add to or limit the powers and duties of any officer.

Section 5.3 Chair of the Board.

If appointed, the chair of the board will preside at directors meetings and shareholders meetings in accordance with Section 3.9 and Section 7.9, respectively. The chair of the board will have such other powers and duties as the directors determine.

Section 5.4 President.

If appointed, the president of the Corporation will have general powers and duties of supervision of the business and affairs of the Corporation. The president will have such other powers and duties as the directors determine. Subject to Section 3.10 and Section 7.9, during the absence or disability of the corporate secretary or the treasurer, or if no corporate secretary or treasurer has been appointed, the president will also have the powers and duties of the office of corporate secretary and treasurer, as the case may be.

Section 5.5 Corporate secretary.

If appointed, the corporate secretary will have the following powers and duties: (i) the corporate secretary will give or cause to be given, as and when instructed, notices required to be given to shareholders, directors, officers, auditors and members of committees of directors; (ii) the corporate secretary may attend at and be the secretary of meetings of directors, shareholders, and committees of directors and will have the minutes of all proceedings at such meetings entered in the books and records kept for that purpose; and (iii) the corporate secretary will be the custodian of any corporate seal of the Corporation and the books, papers, records, documents, and instruments belonging to the Corporation, except when another officer or agent has been appointed for that purpose. The corporate secretary will have such other powers and duties as the directors or the president of the Corporation determine.

Section 5.6 Treasurer.

If appointed, the treasurer of the Corporation will have the following powers and duties: (i) the treasurer will ensure that the Corporation prepares and maintains adequate accounting records in compliance with the Act; (ii) the treasurer will also be responsible for the deposit of money, the safekeeping of securities and the disbursement of the funds of the Corporation; and (iii) at the request of the directors, the treasurer will render an account of the Corporation's financial transactions and of the financial position of the Corporation. The treasurer will have such other powers and duties as the directors or the president of the Corporation determine.

Section 5.7 Removal of Officers.

The directors may remove an officer from office at any time, with or without cause. Such removal is without prejudice to the officer's rights under any employment contract with the Corporation.

ARTICLE 6
PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

Section 6.1 limitation of liability.

Subject to the Act and other applicable law, no director or officer is liable for: (i) the acts, omissions, receipts, failures, neglects or defaults of any other director, officer or employee; (ii) joining in any receipt or other act for conformity; (iii) any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired for or on behalf of the Corporation; (iv) the insufficiency or deficiency of any security in or upon which any of the monies of the Corporation shall be invested; (v) any loss or damage arising from the bankruptcy, insolvency or tortious acts of any person with whom any of the monies, securities or effects of the Corporation shall be deposited; or (vi) any loss occasioned by any error of judgment or oversight on his part, or for any other loss, damage or misfortune whatever which shall happen in the execution of the duties of his office or in relation to his office.

Section 6.2 Indemnity.

The Corporation will indemnify to the fullest extent permitted by the Act (i) any director or officer of the Corporation, (ii) any former director or officer of the Corporation, (iii) any individual who acts or acted at the Corporation's request as a director or officer, or in a similar capacity, of another entity, and (iv) their respective heirs and legal representatives. The Corporation is authorized to execute agreements in favour of any of the foregoing persons evidencing the terms of the indemnity. Nothing in this by-law limits the right of any person entitled to indemnity to claim indemnity apart from the provisions of this by-law.

Section 6.3 Insurance.

The Corporation may purchase and maintain insurance for the benefit of any person referred to in Section 6.2 against such liabilities and in such amounts as the directors may determine and as are permitted by the Act.

ARTICLE 7
SHAREHOLDERS

Section 7.1 Calling Annual and Special Meetings.

The directors and each of the chair of the board, the president and the chief executive officer have the power to call annual meetings of shareholders and special meetings of shareholders. Annual meetings of shareholders and special meetings of shareholders will be held on the date and at the time and place in Canada as the person(s) calling the meeting determine.

Section 7.2 Electronic Meetings.

Meetings of shareholders may be held entirely by means of telephonic, electronic or other communications facility that permits all participants to communicate adequately with each other during the meeting. The directors may establish procedures regarding the holding of meetings of shareholders by such means.

Section 7.3 Notice of meetings.

If the Corporation is not a distributing corporation, the time period to provide notice of the time and place of a meeting of shareholders is not less than 48 hours and not more than sixty (60) days before the meeting.

The accidental omission to give notice of any meeting of shareholders to, or the non-receipt of any notice by, any person, or any error in any notice not affecting the substance of the notice, does not invalidate any resolution passed or any action taken at the meeting.

Section 7.4 Waiver of Notice.

A shareholder, a proxyholder, a director or the auditor and any other person entitled to attend a meeting of shareholders may waive notice of a meeting of shareholders, any irregularity in a notice of meeting of shareholders or any irregularity in a meeting of shareholders. Such waiver may be waived in any manner and may be given at any time either before or after the meeting to which the waiver relates. Waiver of any notice of a meeting of shareholders cures any irregularity in the notice, any default in the giving of the notice and any default in the timeliness of the notice.

Section 7.5 Representatives.

A representative of a shareholder that is a body corporate or an association will be recognized if (i) a certified copy of the resolution of the directors or governing body of the body corporate or association, or a certified copy of an extract from the by-laws of the body corporate or association, authorizing the representative to represent the body corporate or association is deposited with the Corporation, or (ii) the authorization of the representative is established in another manner that is satisfactory to the corporate secretary or the chair of the meeting.

Section 7.6 Persons Entitled to be Present.

The only persons entitled to be present at a meeting of shareholders are those persons entitled to vote at the meeting, the directors, the officers, the auditor of the Corporation and others who, although not entitled to vote, are entitled or required under any provision of the Act or the articles or by-laws to be present at the meeting. Any other person may be admitted with the consent of the chair of the meeting or the persons present who are entitled to vote at the meeting.

Section 7.7 Quorum.

A quorum of shareholders is present at a meeting of shareholders if the holders of not less than 30% of the shares entitled to vote at the meeting are present in person or represented by proxy, irrespective of the number of persons actually present at the meeting.

Section 7.8 Proxies.

A proxy shall comply with the applicable requirements of the Act and other applicable law and will be in such form as the directors may approve from time to time or such other form as may be acceptable to the chair of the meeting at which the instrument of proxy is to be used. A proxy will be acted on only if it is deposited with the Corporation or its agent prior to the time specified in the notice calling the meeting at which the proxy is to be used.

Section 7.9 Chair, Secretary and Scrutineers.

The chair of any meeting of shareholders is the first mentioned of the following officers that is present at the meeting:

(a) the chair of the board;

(b) the president; or

(c) a vice-president (in order of corporate seniority).

If no such person is present at the meeting, the persons present who are entitled to vote shall choose a director who is present, or a shareholder who is present, to chair the meeting.

The corporate secretary, if any, will act as secretary at meetings of shareholders. If a corporate secretary has not been appointed or the corporate secretary is absent, the chair of the meeting will appoint a person, who need not be a shareholder, to act as secretary of the meeting.

If desired, the chair of the meeting may appoint one or more persons, who need not be shareholders, to act as scrutineers at any meeting of shareholders. The scrutineers will assist in determining the number of shares held by persons entitled to vote who are present at the meeting and the existence of a quorum. The scrutineers will also receive, count and tabulate ballots and assist in determining the result of a vote by ballot, and do such acts as are necessary to conduct the vote in an equitable manner. The decision of a majority of the scrutineers shall be conclusive and binding upon the meeting and a declaration or certificate of the scrutineers will be conclusive evidence of the facts declared or stated in it.

Section 7.10 Procedure.

The chair of a meeting of shareholders will conduct the meeting and determine the procedure to be followed at the meeting. The chair's decision on all matters or things, including any questions regarding the validity or invalidity of a form of proxy or other instrument appointing a proxy, shall be conclusive and binding upon the meeting of shareholders.

Section 7.11 Manner of Voting.

Subject to the Act and other applicable law, any question at a meeting of shareholders shall be decided by a show of hands, unless a ballot on the question is required or demanded. Subject to the Act and other applicable law, the chair of the meeting may require a ballot or any person who is present and entitled to vote may demand a ballot on any question at a meeting of shareholders. The requirement or demand for a ballot may be made either before or after any vote on the question by a show of hands. A ballot will be taken in the manner the chair of the meeting directs. A requirement or demand for a ballot may be withdrawn at any time prior to the taking of the ballot. The result of such ballot shall be the decision of the shareholders upon the question.

In the case of a vote by a show of hands, each person present who is entitled to vote has one vote. If a ballot is taken, each person present who is entitled to vote is entitled to the number of votes that are attached to the shares which such person is entitled to vote at the meeting.

Section 7.12 Votes to Govern.

Any question at a meeting of shareholders shall be decided by a majority of the votes cast on the question unless the articles, the by-laws, the Act or other applicable law requires otherwise. In case of an equality of votes either when the vote is by a show of hands or when the vote is by a ballot, the chair of the meeting is not entitled to a second or casting vote.

Section 7.13 Adjournment.

The chair of any meeting of shareholders may, with the consent of the persons present who are entitled to vote at the meeting, adjourn the meeting from time to time and place to place, subject to such conditions as such persons may decide. Any adjourned meeting is duly constituted if held in accordance with the terms of the adjournment and a quorum is present at the adjourned meeting. Any business may be

considered and transacted at any adjourned meeting which might have been considered and transacted at the original meeting of shareholders.

ARTICLE 8
SECURITIES

Section 8.1 Form of Security Certificates.

Subject to the Act, security certificates, if required, will be in the form that the directors approve from time to time or that the Corporation adopts.

Section 8.2 Transfer of Shares.

No transfer of a security issued by the Corporation will be registered except upon (i) presentation of the security certificate representing the security with an endorsement which complies with the Act, together with such reasonable assurance that the endorsement is genuine and effective as the directors may require, (ii) payment of all applicable taxes and fees and (iii) compliance with the articles of the Corporation. If no security certificate has been issued by the Corporation in respect of a security issued by the Corporation, clause (i) above may be satisfied by presentation of a duly executed security transfer power, together with such reasonable assurance that the security transfer power is genuine and effective as the directors may require.

Secton 8.3 Transfer Agents and Registrars.

The Corporation may from time to time appoint one or more agents to maintain, for each class or series of securities issued by it in registered or other form, a central securities register and one or more branch securities registers. Such an agent may be designated as transfer agent or registrar according to their functions and one person may be designated both registrar and transfer agent. The Corporation may at any time terminate such appointment.

ARTICLE 9
PAYMENTS

Section 9.1 Payments of Dividends and Other Distributions.

Any dividend or other distribution payable in cash to shareholders will be paid by cheque or by electronic means or by such other method as the directors may determine. The payment will be made to or to the order of each registered holder of shares in respect of which the payment is to be made. Cheques will be sent to the registered holder's recorded address, unless the holder otherwise directs. In the case of joint holders, the payment will be made to the order of all such joint holders and, if applicable, sent to them at their recorded address, unless such joint holders otherwise direct. The sending of the cheque or the sending of the payment by electronic means or the sending of the payment by a method determined by the directors in an amount equal to the dividend or other distribution to be paid less any tax that the Corporation is required to withhold will satisfy and discharge the liability for the payment, unless payment is not made upon presentation, if applicable.

Section 9.2 Non-Receipt of Payment.

In the event of non-receipt of any payment made as contemplated by Section 9.1 by the person to whom it is sent, the Corporation may issue re-payment to such person for a like amount. The directors may determine, whether generally or in any particular case, the terms on which any re-payment may be made, including terms as to indemnity, reimbursement of expenses, and evidence of non-receipt and of title.

Section 9.3 Unclaimed Dividends.

To the extent permitted by law, any dividend or other distribution that remains unclaimed after a period of 2 years from the date on which the dividend has been declared to be payable is forfeited and will revert to the Corporation.

ARTICLE 10
MISCELLANEOUS

Section 10.1 Notices.

Any notice, communication or document required to be given, delivered or sent by the Corporation to any director, officer, shareholder or auditor is sufficiently given, delivered or sent if delivered personally, or if delivered to the person's recorded address, or if mailed to the person at the person's recorded address by prepaid mail, or if otherwise communicated by electronic means permitted by the Act. The directors may establish procedures to give, deliver or send a notice, communication or document to any director, officer, shareholder or auditor by any means of communication permitted by the Act or other applicable law. In addition, any notice, communication or document may be delivered by the Corporation in the form of an electronic document.

Section 10.2 Notice to Joint Holders.

If two or more persons are registered as joint holders of any security, any notice may be addressed to all such joint holders but notice addressed to one of them constitutes sufficient notice to all of them.

Section 10.3 Computation of Time.

In computing the date when notice must be given when a specified number of days' notice of any meeting or other event is required, the date of giving the notice is excluded and the date of the meeting or other event is included.

Section 10.4 Persons Entitled by Death or Operation of Law.

Every person who, by operation of law, transfer, death of a securityholder or any other means whatsoever, becomes entitled to any security, is bound by every notice in respect of such security which has been given to the securityholder from whom the person derives title to such security. Such notices may have been given before or after the happening of the event upon which they became entitled to the security.

ARTICLE 11
EFFECTIVE DATE

Section 11.1 Effective date.

This by-law comes into force when made by the directors in accordance with the Act.

Section 11.2 Repeal.

All previous by-laws of the Corporation are repealed as of the coming into force of this by-law. Such repeal does not affect the previous operation of any by-law so repealed or affect the validity of any act done or right, privilege, obligation or liability acquired or incurred under any such by-law prior to its repeal.

This by-law was made by resolution of the directors on October ____, 2013.

_____
Secretary

This by-law was confirmed by ordinary resolution of the shareholders on November ____, 2013.

_____
Secretary

SCHEDULE 2
BY-LAW NO. 3 - ADVANCE NOTICE BYLAW

ARTICLE 1
NOMINATION OF DIRECTORS

Section 1.1 Nominating eligibility.

Only persons who are nominated in accordance with the procedures set out in this Article 1 shall be eligible for election as directors to the board of directors (the "**Board**") of the Corporation. Nominations of persons for election to the Board may only be made at an annual meeting of shareholders, or at a special meeting of shareholders called for any purpose which includes the election of directors to the Board, as follows:

(a) by or at the direction of the Board or an authorized officer of the Corporation, including pursuant to a notice of meeting;

(b) by or at the direction or request of one or more shareholders pursuant to a proposal made in accordance with the provisions of the *Canada Business Corporations Act* (the "**Act**") or a requisition of shareholders made in accordance with the provisions of the Act; or

(c) by any person entitled to vote at such meeting (a "**Nominating Shareholder**"), who: (i) is, at the close of business on the date of giving notice provided for in Section 1.3 below and on the record date for notice of such meeting, either entered in the securities register of the Corporation as a holder of one or more shares carrying the right to vote at such meeting or who beneficially owns shares that are entitled to be voted at such meeting; and (ii) has given timely notice in proper written form as set forth in Section 1.3.

Section 1.2 Exclusive Procedures.

For the avoidance of doubt, the foregoing Section 1.1 shall be the exclusive means for any person to bring nominations for election to the Board before any annual or special meeting of shareholders of the Corporation, provided, however, that nothing in this By-Law shall be deemed to preclude discussion by a shareholder (as distinct from the nomination of directors) at a meeting of shareholders of any matter that is properly before such meeting pursuant to the provisions of the Act or the discretion of the chair of such meeting.

Section 1.3 Notice of Nomination.

For a nomination made by a Nominating Shareholder to be timely notice (a "**Timely Notice**"), the Nominating Shareholder's notice must be received by the corporate secretary of the Corporation at the principal executive offices of the Corporation:

(a) in the case of an annual meeting of shareholders, not later than the close of business on the 30th day and not earlier than the opening of business on the 65th day before the date of the meeting; provided, however, if the first public announcement made by the Corporation of the date of the annual meeting is less than 50 days prior to the meeting date, not later than the close of business on the 10th day following the day on which the first public announcement of the date of such annual meeting is made by the Corporation; and

(b) in the case of a special meeting (which is not also an annual meeting) of shareholders called for any purpose which includes the election of directors to the board, not later than the close of business on the 15th day following the day on which the first public announcement of the date of the special meeting is made by the Corporation.

Section 1.4 Idem.

The time periods for giving of a Timely Notice shall in all cases be determined based on the original date of the annual meeting or the first public announcement of the annual or special meeting, as applicable. In no event shall an adjournment or postponement of an annual meeting or special meeting of shareholders or any announcement thereof commence a new time period for the giving of a Timely Notice.

Section 1.5 Form of Timely Notice.

To be in proper written form, a Timely Notice to the corporate secretary must comply with all the provisions of this Section 1.5 and:

(a) disclose or include, as applicable, as to each person whom the Nominating Shareholder proposes to nominate for election as a director (a "**Proposed Nominee**"):

(i) their name, age, business and residential address, principal occupation or employment for the past five years and status as a "resident Canadian" (as such term is defined in the Act);

(ii) their direct or indirect beneficial ownership in, or control or direction over, any class or series of securities of the Corporation, including the number or principal amount and the date(s) on which such securities were acquired;

(iii) any relationships, agreements or arrangements, including financial, compensation and indemnity related relationships, agreements or arrangements, between the Proposed Nominee or any affiliates or associates of, or any person or entity acting jointly or in concert with, the Proposed Nominee and the Nominating Shareholder;

(iv) any other information that would be required to be disclosed in a dissident proxy circular or other filings required to be made in connection with the solicitation of proxies for election of directors pursuant to the Act or applicable securities law; and

(v) a duly completed personal information form in respect of the Proposed Nominee in the form prescribed by the principal stock exchange on which the securities of the Corporation are then listed for trading; and

(b) disclose or include, as applicable, as to each Nominating Shareholder giving the notice and each beneficial owner, if any, on whose behalf the nomination is made:

(i) their name, business and residential address and direct or indirect beneficial ownership in, or control or direction over, any class or series of securities of

the Corporation, including the number or principal amount and the date(s) on which such securities were acquired;

(ii) their interests in, or rights or obligations associated with, an agreement, arrangement or understanding, the purpose or effect of which is to alter, directly or indirectly, the person's economic interest in a security of the Corporation or the person's economic exposure to the Corporation;

(iii) any relationships, agreements or arrangements, including financial, compensation and indemnity related relationships, agreements or arrangements, between the Nominating Shareholder or any affiliates or associates of, or any person or entity acting jointly or in concert with, the Nominating Shareholder and any Proposed Nominee;

(iv) any proxy, contract, arrangement, agreement or understanding pursuant to which such person, or any of its affiliates or associates, or any person acting jointly or in concert with such person, has any interests, rights or obligations relating to the voting of any securities of the Corporation or the nomination of directors to the board;

(v) a representation that the Nominating Shareholder is a holder of record of securities of the Corporation, or a beneficial owner, entitled to vote at such meeting, and intends to appear in person or by proxy at the meeting to propose such nomination;

(vi) a representation as to whether such person intends to deliver a proxy circular and/or form of proxy to any shareholder of the Corporation in connection with such nomination or otherwise solicit proxies or votes from shareholders of the Corporation in support of such nomination; and

(vii) any other information relating to such person that would be required to be included in a dissident proxy circular or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to the Act or as required by applicable securities law.

Section1.6 Additional Information.

If requested by the Corporation, a Proposed Nominee shall furnish any other information as may reasonably be required by the Corporation to determine the eligibility of such Proposed Nominee to serve as a director of the Corporation or a member of any committee of the board, with respect to independence or any other relevant criteria for eligibility, or that could be material to a shareholder's understanding of the independence or eligibility, or lack thereof, of such Proposed Nominee.

Section 1.7 Notice Requirement.

Any notice, or other document or information required to be given to the corporate secretary pursuant to this Article 1 may only be given by personal delivery or facsimile transmission, and shall be deemed to have been given and made only at the time it is served by personal delivery to the corporate secretary at the address of the principal executive offices of the Corporation or sent by facsimile transmission (provided that receipt of confirmation of such transmission has been received); provided that if such delivery or electronic communication is made on a day which is a not a business day or later than 5:00 p.m. (Toronto

time) on a day which is a business day, then such delivery or electronic communication shall be deemed to have been made on the next following day that is a business day.

Section 1.8 Additional Matters.

(1) The chair of any meeting of shareholders of the Corporation shall have the power to determine whether any proposed nomination is made in accordance with the provisions of this Article 1, and if any proposed nomination is not in compliance with such provisions, must declare that such defective nomination shall not be considered at any meeting of shareholders.

(2) Despite any other provision of this Article 1, if the Nominating Shareholder (or a qualified representative of the Nominating Shareholder) does not appear at the meeting of shareholders of the Corporation to present the nomination of the Proposed Nominee, such nomination may, in the discretion of the chair of such meeting, be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.

(3) Nothing in this Article 1 shall obligate the Corporation or the Board to include in any proxy statement or other shareholder communication distributed by or on behalf of the Corporation or board any information with respect to any proposed nomination or any Nominating Shareholder or Proposed Nominee.

(4) The Board may, in its sole discretion, waive any requirement of this Article 1.

(5) For the purposes of this Article 1, "public announcement" means disclosure in a press release disseminated by the Corporation through a national news service in Canada, or in a document filed by the Corporation for public access under its profile on the System of Electronic Document Analysis and Retrieval at www.sedar.com.

(6) This Article 1 is subject to, and should be read in conjunction with, the Act and the articles. If there is any conflict or inconsistency between any provision of the Act or the articles and any provision of this this Article 1, the provision of the Act or the articles will govern.

ARTICLE 2
ANNUAL OR SPECIAL MEETINGS OF SHAREHOLDERS

Section 2.1 Business at Meeting.

No business may be transacted at an annual or special meeting of shareholders other than business that is either (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the meeting by or at the direction of the Board, or (iii) otherwise properly brought before the meeting by any shareholder of the Corporation who complies with the proposal procedures set forth in Section 2.2 below.

Section 2.2 Shareholder Proposal.

For business to be properly brought before a meeting by a shareholder of the Corporation, such shareholder must submit a proposal to the Corporation for inclusion in the Corporation's management proxy circular in accordance with the requirements of the Act; provided that any proposal that includes nominations for the election of directors shall also comply with the requirements of Article 1.

APPENDIX B
SPECIAL RESOLUTION REGARDING THE SALE OF URBAN MECHANICAL

BE IT RESOLVED THAT:

1. SustainCo Inc. (the "**Company**") is authorized to sell to Urban Holdings Inc. (the "**Purchaser**") all of the issued and outstanding shares of Urban Mechanical Contracting Ltd., which shares represent substantially all of the assets of the Company, on the terms contained in an agreement between the Company and the Purchaser (the "**Purchase Agreement**"), in the form approved by the directors and as attached to this resolution as Schedule 1 with whatever amendments any director or officer of the Company may approve.

2. Any officer or director of the Company, on behalf of the Company, is authorized to:

   (c) approve any amendments to the Purchase Agreement;

   (d) execute and deliver the Purchase Agreement; and

   (e) execute and deliver all other documents and do all other acts or things as may be necessary or desirable in connection with the Purchase Agreement or in order to give effect to this resolution.

3. Execution of the Purchase Agreement by an officer or director of the Company will be conclusive evidence of his or her approval to any amendments to the Purchase Agreement.

SCHEDULE 1
FORM OF PURCHASE AGREEMENT

Share Purchase Agreement (the "**Agreement**") dated October 15, 2013 between Sustainco Inc. (the "**Vendor**"), a corporation incorporated under the laws of Canada and Urban Holdings Inc. (the "**Purchaser**"), a corporation incorporated under the laws of Ontario.

RECITALS:

(a) The Vendor is the registered and beneficial owner of the Purchased Shares.

(b) The Vendor wishes to sell and the Purchaser wishes to purchase the Purchased Shares upon the terms and subject to the conditions contained in this Agreement.

(c) Contemporaneously with the execution of this Agreement, the Vendor agreed to advance up to $1,500,000 (the "Working Capital Loan") to the Corporation in consideration of a promissory note and security agreement each dated the date of this Agreement.

In consideration of the above recitals and the mutual premises and covenants of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

Section 1 Interpretation.

(1) **Definitions**. Capitalized terms used in this Agreement but not otherwise defined shall have the meanings specified in Schedule "A" attached to this Agreement.

(2) **Plural**. Words importing the singular number only include the plural and vice versa.

(3) **Schedule and Disclosure Letter**. The schedule attached to this Agreement and the Disclosure Letter form an integral part of this Agreement for all purposes of it. The Disclosure Letter itself and all information contained in it is confidential information and may not be disclosed unless (i) it is required to be disclosed pursuant to applicable law unless such law permits the parties hereto to refrain from disclosing the information for confidentiality or other purposes, or (ii) a Party needs to disclose it in order to enforce or exercise its rights under this Agreement.

Section 2 Purchase and Sale.

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, assign, convey and transfer to the Purchaser, and the Purchaser agrees to purchase from the Vendor on the Closing Date, all (but not less than all) of the Purchased Shares.

Section 3 Purchase Price.

The purchase price (the "**Purchase Price**") payable by the Purchaser to the Vendor for the Purchased Shares shall be $3,000,000.

Section 4 Escrow Funds.

The Purchaser acknowledges having delivered the Escrow Funds to the Escrow Agent on the date hereof by wire transfer of immediately available funds and the Purchaser and the Vendor each acknowledge having received a fully executed copy of the Escrow Agreement.

Section 5 Payment.

At the Closing, the Purchase Price will be paid and satisfied as follows: (a) as to the Escrow Funds held by the Escrow Agent, by the application of the Escrow Funds released by the Escrow Agent to the Vendor in accordance with this Agreement and the Escrow Agreement plus accrued interest thereon and (b) as to the balance, by the Purchaser paying such amount to or to the order of the Vendor by wire transfer of immediately available funds.

Section 6 Vendor's Representations and Warranties.

(1) **Representations And Warranties**. The Vendor represents and warrants as follows to the Purchaser and acknowledges that the Purchaser is relying upon such representations and warranties in connection with the purchase of the Purchased Shares:

(a) **Organization and Status**. The Vendor is incorporated and existing under the laws of its jurisdiction of incorporation, is up to date in the filing of all corporate and similar returns under the laws of that jurisdiction and has the corporate power, capacity and authority to enter into and perform its obligations under this Agreement.

(b) **Authority**. The transfer of the Purchased Shares to the Purchaser has been authorized by all necessary corporate action, as applicable, on the part of the Vendor and the Corporation.

(c) **No Violation or Breach**. The execution and delivery of and performance by the Vendor of its obligations under this Agreement:

(i) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of the Vendor's constating documents or by-laws, as applicable;

(ii) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under any Contracts or instruments to which the Vendor is a party; and

(iii) will not result in the violation of any law.

(d) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding agreement of the Vendor enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(e) **Authorizations and Consents**. There is no requirement on the part of the Vendor to make any filing with or give any notice to any Governmental Entity or body, or obtain any order, permit, approval, waiver, licence or similar Authorization in connection with the completion of the transactions contemplated by this Agreement, except for any filings and notifications that may be required by applicable securities laws.

(f) **No Other Agreements to Purchase**. Except for the Purchaser'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 the purchase or acquisition from the Vendor of any of the Purchased Shares;

(g) **Title to Purchased Shares**. The Purchased Shares are owned by the Vendor as the registered and beneficial owner with good title thereto other than those restrictions on transfer, if any, contained in the articles of the Corporation. Upon completion of the purchase of the Purchased Shares contemplated by this Agreement, the Purchaser will have good and valid title to the Purchased Shares other than those restrictions on transfer, if any, contained in the articles of the Corporation, and Liens granted by the Purchaser.

(h) **Residence**. The Vendor is not a "non-resident" of Canada for the purposes of the *Income Tax Act* (Canada).

(i) **Authorized and Issued Capital**. The authorized capital of the Corporation consists of an unlimited number of common shares and an unlimited number of Class A Special Shares, of which, those described in Section 1(1)(i) of the Disclosure Letter (and no more) are issued and outstanding. There are no options, warrants, conversion privileges, purchase rights, subscription rights, exchange rights, pre-emptive rights, incentive stock options, phantom equity plans or any other similar rights, arrangements, commitments or agreements of any character whatsoever obligating or which may obligate the Corporation to issue or sell any securities or obligations of any kind convertible into or exchangeable for any shares of the Corporation.

(j) **Existing Indebtedness**. As of the date of this Agreement, the Corporation is indebted to those persons listed in Section 1(1)(j) of the Disclosure Letter for principal amounts of no more than the amounts described in such section of the Disclosure Letter.

(k) **Absence of Certain Changes or Events**. Since September 25, 2013 or, where an earlier date is specified below, in such case since such earlier date, the Corporation has carried on its business in the ordinary course of a business in the same industry as, of comparable size to and in circumstances similar to those facing the Corporation and, in particular, but without limitation, the Corporation has not, without the prior written consent of the Purchaser:

(i) amended its articles or by-laws or similar document adopted or filed in connection with the creation, formation or organization of the Corporation;

(ii) directly or indirectly, declared, set aside for payment or paid any dividend or made any other payment or distribution on or in respect of any of its shares;

(iii) repaid, redeemed, purchased, or retired, directly or indirectly, any existing indebtedness of the Corporation (other than any indebtedness released or forgiven pursuant to this Agreement), including without limitation any inter-

company indebtedness, other than trade payables in the ordinary course of a business in the same industry as, of comparable size to and in circumstances similar to those facing the Corporation and this Agreement shall prohibit the Corporation from repaying inter-company indebtedness owing to the Vendor or to any director or officer of the Corporation except for the Short-Term Debt, which, notwithstanding anything in this Agreement to the contrary, the Corporation shall be entitled to repay and the Vendor (to the extent any Short-Term Debt is owed to the Vendor) shall be entitled to receive;

(iv) created a Lien on the Corporation or any of its property or assets other than: (A) Liens granted pursuant to this Agreement, (B) Liens for taxes, assessments or governmental charges or levies, (C) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of construction, maintenance, repair or operation of assets of the Corporation, (D) Liens granted in connection with any bond or other security granted by the Corporation in the ordinary course of a business in the same industry as, of comparable size to and in circumstances similar to those facing the Corporation, (E) Liens given to a public utility or other Governmental Entity when required in connection with the operation of the business or the ownership of the assets of the Corporation and (F) Liens granted in favour of the Purchaser;

(v) entered into or terminated, cancelled, modified or amended in any material respect any Contract that was in the ordinary course of a business in the same industry as, of comparable size to and in circumstances similar to those facing the Corporation;

(vi) since September 12, 2013, incurred any obligations of the Corporation for borrowed money or in respect of loans or advances and capital leases other than in the ordinary course of a business in the same industry as, of comparable size to and in circumstances similar to those facing the Corporation or as contemplated by this Agreement, other than loans for the aggregate principal amount set forth in Section 1(1)(k) of the Disclosure Letter. Such loans have not been repaid, redeemed or retired and otherwise remain debts payable by the Corporation as of the date of this Agreement; or

(vii) agreed, committed or entered into any understanding to take any actions enumerated in paragraphs (i) to (vi) of this Section 1(1)(k).

(2) As is, where is. The Purchaser expressly acknowledges that except for the limited representations and warranties contained in Section 1(1), the Purchaser hereby agrees to purchase, and the Vendor is selling, the Purchased Shares on an "as is, where is" basis as they exist on the Closing Date. Except for such limited representations and warranties, no representation, warranty or condition is expressed or can be implied in respect of any matter whatsoever, including without limitation in respect of or otherwise concerning the Purchased Shares, the vendor, the Corporation or the Vendor's or the Corporation's business.

Section 7 Purchaser's Representations and Warranties.

The Purchaser represents and warrants to the Vendor and acknowledges that the Vendor is relying on such representations and warranties in connection with the sale to the Purchaser of the Purchased Shares:

(a) **Organization and Status**. The Purchaser is a Corporation incorporated and existing under the laws of its jurisdiction of incorporation and is up to date in the filing of all corporate and similar returns under the laws of that jurisdiction and has the corporate power, capacity and authority to enter into and perform its obligations under this Agreement.

(b) **Authority**. The transfer of the Purchased Shares to the Purchaser has been authorized by all necessary corporate action, as applicable, on the part of the Purchaser.

(c) **No Violation or Breach**. The execution and delivery of and performance by the Purchaser of this Agreement**:**

(i) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of the Purchaser's constating documents or by-laws;

(ii) will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or violation of or a conflict with, or allow any other Person to exercise any rights under any Contracts or instruments to which the Purchaser is a party; and

(iii) will not result in the violation of any law.

(d) **Execution and Binding Obligation**. This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, winding-up, insolvency, arrangement and other laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(e) **Investment Canada Act**. The Purchaser is not a non-Canadian within the meaning of the *Investment Canada Act* (Canada)**.**

(f) **Securities Laws.** The Purchaser is acquiring the Purchased Shares as principal and not as agent and is acquiring the Purchased Shares for investment purposes only and not with a view to resale or distribution. The Purchaser is a "private issuer" as that term is defined in section 2.4(1) of NI 45-106.

(g) **Financing**. The Purchaser has, and will have at Closing all funds on hand, or irrevocable committed financing in place, necessary to pay the Purchase Price (excluding the Escrow Funds).

(h) **Not Non Arm's Length.** Neither the Purchaser nor any of its officers, directors, registered or beneficial (direct and indirect) shareholders or employees is a "Non-Arm's Length Party" of the Vendor or of any "Associate" or "Affiliate" of the Vendor, as each such term is defined in Policy 1.1 of the TSX Venture Exchange Corporation Finance Manual.

Section 8 Pre-Closing Covenants of the Parties

(1) **Conduct of Business Prior to Closing**. From the date of this Agreement to the Closing Date, the Vendor shall cause the Corporation to conduct its business in the ordinary course of a business in the same industry as, of comparable size to and in circumstances similar to those facing the Corporation and shall take all such action and do all such things within its authority or control to ensure that the Corporation conducts its business accordingly, subject to the satisfaction by the Purchaser of any conditions set forth in this Agreement relating to the normal day-to-day operations of the Corporation, provided that the Vendor shall not be required to, and nothing in this Agreement shall require the Vendor to, provide or otherwise obtain funds for the Corporation, whether by equity investment, inter-company loan, third party loan or otherwise, in order to satisfy this covenant. Notwithstanding the foregoing, the Vendor shall be entitled to cause the Corporation to repay up to the full amount of the Short-Term Debt.

(2) **Actions to Satisfy Closing Conditions.**

(a) The Vendor shall take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 1(1) over which it has control as aforesaid, including ensuring that until the Closing Date there is no breach of any of its representations and warranties.

(b) The Purchaser shall take all such actions as are within its power to control and shall use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in (2) over which it has control as aforesaid, including ensuring until the Closing Date, there is no breach of any of its representations and warranties.

(3) **Transfer of the Purchased Shares**. The Vendor shall, and shall cause the Corporation to, take all necessary steps and corporate proceedings to permit good title to the Purchased Shares to be duly and validly transferred and assigned to the Purchaser on the Closing Date.

(4) **Further Assurances**. As promptly as practicable after the execution of this Agreement and in any event not later than the Closing Date, the Vendor and the Purchaser shall, and the Vendor shall cause the Corporation to, do all such acts and execute and deliver all such conveyances, documents, certificates, instruments, transfers or other writings as are necessary or desirable in order to complete the transactions contemplated under this Agreement.

(5) **Filings and Authorizations.**

(a) Each of the Parties, as promptly as practicable after the execution of this Agreement, shall (i) make, or cause to be made, all filings and submissions under all laws applicable to it, if any, that are required for it to consummate the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement, (ii) to the extent applicable, use its commercially reasonable efforts to obtain, or cause to be obtained, all Authorizations and approvals necessary or advisable to be obtained by it in order to consummate such transfer, and (iii) use its commercially reasonable efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfil its obligations under this Agreement.

(b) The Parties will coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection with this 0(5).

(6) **Access**. Subject to applicable law, from the date of this Agreement until the earlier of the Closing Date and the date this Agreement is terminated in accordance with 0, the Vendor will cause the Corporation to upon reasonable notice, permit the Purchaser, its legal counsel, accountants and other representatives, to have reasonable access during normal business hours to the premises, assets, contracts, books and records and senior personnel of the Corporation. The Vendor and the Corporation are not required to disclose any information to the Purchaser where such disclosure is prohibited by applicable law or by the terms of any agreement.

(7) **Purchaser's Representative at Corporation Meetings.** Subject to applicable law, from the date of this Agreement until the earlier of the Closing Date and the date this Agreement is terminated in accordance with 0, the Vendor will cause the Corporation to give reasonable advance notice to the Purchaser of any meeting between senior representatives of the Corporation and any customer or supplier of the Corporation or any internal management meeting and to allow the Purchaser to have up to two representatives present at and participate in any such meeting. Unless otherwise agreed, one of the Purchaser's representative shall be Paul Di Lucia. Such representative will not be permitted to attend or participate in any such meeting unless he or she has executed a confidentiality agreement in favour of the Corporation in form and substance satisfactory to the Vendor. While in attendance at any such meeting, the representative shall act only in the best interests of the Corporation (and not in the best interests of the Purchaser) and shall comply with all reasonable requirements of the Corporation made known to such representative. Although such representative shall be entitled to make recommendations to the Corporation with respect to matters concerning any customer or supplier of the Corporation, such representative shall not make such recommendations known to any third party other than the Corporation, the senior representatives of the Corporation, the Vendor or the Purchaser. Such recommendation shall not be binding upon the Corporation; however, the Corporation shall consider in good faith all such recommendations made by the Purchaser's representative.

Section 9 Conditions of Closing.

(1) **Conditions for the Benefit of the Purchaser**. The purchase and sale of the Purchased Shares is subject to the following conditions to be fulfilled or performed on or before the Closing Date, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion at any time:

(a) The covenants, representations and warranties of the Vendor contained in this Agreement shall be true and correct as of the Closing Date with the same force and effect as if such covenants, representations and warranties had been made on and as of such date and the Vendor shall have executed and delivered a certificate to that effect;

(b) The Purchaser shall have received copies of written resignations effective as at the Closing Date from each of the directors and officers of the Corporation, understood to be Emlyn David and Frank Carnivale, in their capacities as officers and directors of the Corporation, as applicable;

(c) The directors and shareholders of the Vendor, and, if required by any applicable securities laws or the rules or policies of the TSX Venture Exchange, disinterested shareholders of the Vendor, shall have approved of the transactions of purchase and sale contemplated by this Agreement;

(d) The Vendor shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably:

(i) An executed counterpart of an Escrow Release Notice (as such term is defined in the Escrow Agreement) instructing the Escrow Agent to release the Escrow Funds to the Vendor and the interest accrued thereon to the Purchaser;

(ii) evidence that the directors of the Corporation have approved of the transactions of purchase and sale contemplated by this Agreement;

(iii) share certificate(s) representing the Purchased Shares duly endorsed in blank for transfer, or accompanied by an irrevocable security transfer powers of attorney duly executed in blank, together with evidence satisfactory to the Purchaser that the Purchaser has been entered upon the books of the Corporation as the holder of the Purchased Shares;

(iv) discharge statements for all Liens registered against the Corporation by the Vendor;

(v) evidence that, as at the Closing Date: (i) no indebtedness, liabilities or amounts of any kind are owing by the Corporation or director, officer or affiliate of the Corporation to the Vendor, and (ii) the total indebtedness owing by the Corporation to CanGap Merchant Capital L.P. does not exceed $250,000 and the Corporation shall be required to repay such amount in full (together with interest thereon) within 6 months after the Closing Date;

(vi) certified copies of (i) the constating documents and by-laws of the Vendor, as applicable; (ii) all resolutions of the shareholders and the board of directors of the Vendor, as applicable, approving the entering into and completion of the transactions contemplated by this Agreement, (iii) resolutions of the directors of the Corporation consenting to the transfer of the Purchased Shares and (iv) a list of the directors and officers authorized to sign agreements, together with their specimen signatures, as applicable;

(vii) a certificate of status, compliance, good standing or like certificate with respect to the Vendor, as applicable, issued by appropriate government officials of their respective jurisdictions of incorporation;

(viii) the certificate referred to in 0(1)(a);

(ix) the minute book of the Corporation; and

(x) comprehensive releases in favour of the Purchaser (other than for claims related to this Agreement), the Corporation, The Edward J. Winter Family Trust and its trustees and beneficiaries, Edward J. Winter, Marco Winter and Paul Winter from the Vendor, in form and substance satisfactory to the Vendor acting reasonably, which shall include, in the case of the Corporation, the release, discharge and forgiveness of any indebtedness owed to the Vendor by the Corporation, in respect of funds advanced prior to the date of this Agreement.

(2) **Conditions for the Benefit of the Vendor**. The purchase and sale of the Purchased Shares is subject to the following conditions to be fulfilled or performed on or before the Closing Date, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor, its sole discretion at any time:

(a) The covenants, representations and warranties of the Purchaser contained in this Agreement are true and correct as of the Closing Date with the same force and effect as if such covenants, representations and warranties had been made on and as of such date and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect;

(b) The Vendor shall have obtained all consents, approvals and waivers that are required by the terms of any Contract to which the Corporation or the Vendor is a party in order to complete the transactions contemplated by this Agreement, including without limitation any such consent, approval or waiver required pursuant to the terms of any Contract between the Vendor and any of its lenders or between the Corporation and any of its lenders;

(c) The directors and shareholders of the Vendor, and, if required by any applicable securities laws or the rules or policies of the TSX Venture Exchange, disinterested shareholders of the Vendor, shall have approved of the transactions of purchase and sale contemplated by this Agreement;

(d) The independent members of the board of directors of the Vendor shall have approved of the transactions contemplated by this Agreement, and shall have done so with the benefit of a favourable fairness opinion rendered to them by qualified independent advisors satisfactory to such directors;

(e) The TSX Venture Exchange shall have granted conditional and final approval in connection with or related to the transactions contemplated by this Agreement on terms acceptable to the Vendor; and

(f) The Purchaser shall deliver or cause to be delivered to the Vendor the following in form and substance satisfactory to the Vendor, acting reasonably:

(i) An executed counterpart of an Escrow Release Notice (as such term is defined in the Escrow Agreement) instructing the Escrow Agent to release the Escrow Funds to the Vendor and the interest accrued thereon to the Vendor;

(ii) the balance of the Purchase Price due at Closing as contemplated by 0;

(iii) certified copies of (A) the charter documents and extracts from the by-laws of the Purchaser relating to the execution of documents, (B) all resolutions of the shareholders and the board of directors of the Purchaser, as applicable, approving the entering into and completion of the transactions contemplated by this Agreement, and (C) a list of its officers and directors authorized to sign agreements together with their specimen signatures;

(iv) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by appropriate government official of the jurisdiction of its incorporation;

(v) the certificate referred to in Section 1(2)(a); and

(vi) comprehensive releases in favour of the Vendor in form and substance satisfactory to the Purchaser, from each of the Purchaser (other than for claims related to this Agreement), the Corporation, The Edward J. Winter Family Trust

and its trustees and beneficiaries, Edward J. Winter, Marco Winter and Paul Winter and, in the case of the release from The Edward J. Winter Family Trust, such release shall, for greater certainty, include a release, discharge and forgiveness of the $500,000 debt payable to it by the Vendor pursuant to section 2.3(1)(a) of the share purchase agreement dated September 6, 2012 between, among others, the Vendor (as Bellair Ventures Inc.) and The Edward J. Winter Family Trust, as amended by that waiver of condition in favour of the Vendor (as Bellair Ventures Inc.) by The Edward J. Winter Family Trust dated December 6, 2012.

Section 10 Closing.

(1) **Date, Time and Place of Closing**. The completion of the transaction of purchase and sale contemplated by this Agreement will take place at the offices of Stikeman Elliott LLP, Suite 5300, Commerce Court West, Toronto, Ontario, at 10:00 a.m. (Toronto time) on the Closing Date and each of the Parties shall use their commercially reasonable efforts to complete the transaction of purchase and sale contemplated under this Agreement.

(2) **Closing Procedures**. Subject to satisfaction or waiver by the relevant Party of the conditions of Closing, on the Closing Date:

(a) the Vendor shall deliver or cause to be delivered to the Purchaser actual possession of the Purchased Shares in the manner contemplated by Section 1(1)(d)(iii); and

(b) upon and concurrently with such delivery the Purchaser shall pay or satisfy the Purchase Price in accordance with 0.

Section 11 Termination.

(1) **Termination Rights**. This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated:

(a) by mutual consent of the Vendor and the Purchaser;

(b) by the Vendor if at any time after the execution of the Agreement the board of directors of the Vendor determines in good faith there is, has been or could reasonably be expected to be a material development, occurrence, circumstance or other change that was not known (or if known, the consequences of which or the magnitude of such consequences were not known or reasonably foreseeable) to the board as of the date of this Agreement and, as a result of such development, occurrence, circumstance or change, a failure to terminate this Agreement would be or could be reasonably likely to result in a breach of or inconsistency with the fiduciary duties or obligations of the board of directors under applicable law;

(c) by the Purchaser if, by January 31, 2014, any of the conditions in (1) shall not have been satisfied, complied with or performed (unless such failure of satisfaction, compliance or performance is primarily the result, directly or indirectly, of the Purchaser failing to perform any one or more of its obligations or covenants under this Agreement or, generally, of any action or failure to act on the part of the Purchaser) and the Purchaser shall not have waived such failure of satisfaction, compliance or performance of any such at or prior to such date;

(d) by the Vendor if, by January 31, 2014, any of the conditions in (2) shall not have been satisfied, complied with or performed (unless such failure of satisfaction, compliance or performance is primarily the result, directly or indirectly, of the Vendor failing to perform any one or more of its obligations or covenants under this Agreement or, generally, of any action or failure to act on the part of the Vendor) and the Vendor shall not have waived such failure of satisfaction, compliance or performance of any such at or prior to such date;

(e) by the Purchaser, if the Vendor has materially breached or materially failed to comply with its representations, warranties or covenants under this Agreement such that as a result of such material breach or failure any condition set forth in (1) would not reasonably be expected to be satisfied, and such breach or failure to comply shall not have been cured within a period of 15 days after the Purchaser shall have given written notice to the Vendor of such breach or failure to comply; or

(f) by the Vendor, if the Purchaser has materially breached or materially failed to comply with its representations, warranties or covenants under this Agreement such that as a result of such material breach or failure any condition set forth in (2) would not reasonably be expected to be satisfied, and such breach or failure to comply shall not have been cured within a period of 15 days after the Vendor shall have given written notice to the Purchaser of such breach or failure to comply.

(2) **Effect of Termination.**

(a) Each Party's right of termination under this 0 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in this 0 limits or affects any other rights or causes of action any Party may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement. If a Party waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

(b) Upon termination of this Agreement, the Vendor and the Purchaser shall execute and deliver an Escrow Release Notice to the Escrow Agent instructing the Escrow Agent to release the Escrow Funds together with any interest accrued thereon as follows:

(i) To the Vendor in the event this Agreement is terminated by the Vendor pursuant to its termination rights in Section 1(1)(d) or Section 1(1)(f) provided that, in the case of the termination rights arising under Section 1(1)(d) the termination is due to a breach of Section 1(2)(a) *[Breach of Representations, Warranties or Covenants]* or Section 1(2)(f) *[Purchaser Closing Deliveries]*. The Escrow Funds so released together with all accrued interest shall become the property of, and may be retained by, the Vendor as liquidated damages (and not as a penalty) to compensate it for the expenses incurred and opportunities foregone as a result of the failure of the transaction to close; or

(ii) To the Purchaser in the event this Agreement is terminated for any other reason except as enumerated in Section 1(2)(b)(i) above.

(c) If this Agreement is terminated pursuant to 0(1), all obligations of the Parties under this Agreement will terminate, except that:

(i) each Party's obligations under Section 1(2)(b), (3), (4), 3 and 4 will survive;

(ii) if this Agreement is terminated by a Party because of a breach of this Agreement by the other Party or because a condition for the benefit of the terminating Party has not been satisfied because the other Party has failed to perform any of its obligations or covenants under this Agreement which are reasonably capable of being performed or caused to be performed by such Party, the terminating Party's right to pursue all legal remedies against such Party will survive such termination unimpaired; and

(iii) notwithstanding Section 1(2)(c)(ii), if this Agreement is terminated by the Vendor pursuant to Section 1(1)(b) then following such termination neither Party shall have any obligation to the other Party in connection with or related to this Agreement whatsoever, whether arising under this Agreement, at law, in equity or otherwise and each Party shall be deemed to have been fully and finally released and discharged from each and every such obligation, save and except for satisfying the obligations arising under Section 1(2)(b).

Section 12 Indemnification.

(1) **Survival.**

(a) The representations and warranties contained in this Agreement will survive the Closing Date and continue in full force and effect for a period of 24 months after the Closing Date, except that:

(i) the representations and warranties set out in Section 1(1)(a) through Section 1(1)(i), inclusive, and Section 1(2)(a) through Section 1(2)(e), inclusive, will survive and continue in full force and effect without limitation of time; and

(ii) there is no limitation as to time for claims involving fraud, gross negligence or fraudulent misrepresentation.

(b) No Party has any obligation or liability with respect to any representation or warranty made by such Party in this Agreement after the end of the applicable time period specified in Section 1(1) except for claims relating to the representations and warranties that the Party has been notified of prior to the end of the applicable time period.

(2) **No Effect of Knowledge.**

The right to indemnification or other remedy of any Party based on the representations, warranties, covenants and obligations contained in this Agreement and the certificates to be delivered pursuant to Section 1(1)(a) and Section 1(2)(a), exists notwithstanding the Closing and notwithstanding any investigation or knowledge acquired prior to the Closing.

(3) **Indemnification in Favour of the Purchaser.**

(a) The Vendor will indemnify and save each of the Purchaser, its affiliates and its respective shareholders, directors, officers, employees, agents and representatives

harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against it or any of them as a result of, in respect of, connected with, or arising out of, under, or pursuant to any breach or inaccuracy of any representation or warranty given by the Vendor in this Agreement for which a notice of claim under Section 1(7) has been provided to the Vendor within the applicable time period, if any, specified in Section 1(1).

(b) The right to indemnification under Section 1(3)(a) is a right that is separate and independent from any other right or remedy under this Agreement.

(4) **Indemnification in Favour of the Vendor.**

(a) The Purchaser will indemnify and save the Vendor and its respective affiliates, shareholders, directors, officers, employees, agents and representatives, as applicable, harmless of and from any Damages suffered by, imposed upon or asserted against any of them as a result of, in respect of, connected with, or arising out of, under or pursuant to:

(i) any breach or inaccuracy of any representation or warranty given by the Purchaser contained in this Agreement, for which a notice of claim under Section 1(7) has been provided to the Purchaser within the applicable time period, if any, specified in Section 1(1);

(ii) any action, suit, proceeding, arbitration, claim or demand by a third party (including the Corporation) against the Vendor or any of its respective affiliates, shareholders, directors, officers, employees, agents or representatives relating to, involving or otherwise connected with this Agreement or the transactions contemplated by this Agreement;

(iii) subject to the occurrence of the Closing, any action, suit, proceeding, arbitration, claim or demand by a third party (including the Corporation) against the Vendor or any of its respective affiliates, shareholders, directors, officers, employees, agents or representatives relating to, involving or otherwise connected with the Corporation or the business or affairs of the Corporation which exists or arose on or after December 6, 2012, currently exists or which may exist or arise in the future; and

(iv) the presence or participation of the Purchaser's representative in meetings of the Corporation with its customers or suppliers appointed pursuant to (7).

(b) The right to indemnification under Section 1(4)(a) is a right that is separate and independent from any other right or remedy under this Agreement.

(5) **Indemnification in Favour of the Corporation.**

(a) The Purchaser will indemnify and save the Corporation and its respective affiliates, shareholders, directors, officers, employees, agents and representatives, as applicable, harmless of and from any Damages suffered by, imposed upon or asserted against any of them as a result of, in respect of, connected with, or arising out of, under or pursuant to:

(i) the announcement of the transactions contemplated by this Agreement; and

(ii) the presence or participation of the Purchaser's representative in meetings of the Corporation with its customers or suppliers appointed pursuant to Section 8(7);

to the extent, in each case, any such Damage is suffered by, imposed upon or asserted against any such period during the period between the date of this Agreement and the earlier of (a) the Closing Date and (b) the date this Agreement is terminated in accordance with Section 11.

(b) If and so long as the Closing has not occurred, the Purchaser acknowledges and agrees that the Vendor, as party to this Agreement, may enforce the provisions of this Section 12(5) on behalf of the Corporation and its respective affiliates, shareholders, directors, officers, employees, agents and representatives.

(6) **Nature of Remedies.**

(a) Notwithstanding the indemnities provided in Section 12(3) and Section 12(4), such remedies shall constitute the non-exclusive remedies of the Purchaser or the Vendor, respectively, against another Party in the event of any breach of a representation, warranty, covenant or agreement of such Party contained in this Agreement. The Parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement may give rise to irreparable injury to a Party inadequately compensable in damages. Accordingly, a Party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage (and without the requirement of posting a bond or other security). The Purchaser and the Vendor expressly acknowledge the existence of other remedies, whether at law or in equity, to which each Party is otherwise entitled as against any other Party.

(b) The amount which the Purchaser or the Vendor is required to pay to, for, or on behalf of the other Party pursuant to this Section 12 shall be reduced by any federal, provincial or municipal tax benefit received by the Purchaser or the Vendor, as applicable, but only to the extent such tax benefit relates to the indemnity claim for which such amount was paid.

(7) **Notification.**

(a) If a Third Party Claim is instituted or asserted against an Indemnified Person, the Indemnified Person will promptly notify the Indemnifying Party in writing of the Third Party Claim.

(b) If an Indemnified Person becomes aware of a Direct Claim, the Indemnified Person will promptly notify the Indemnifying Party in writing of the Direct Claim.

(c) Notice to an Indemnifying Party under this Section of a Direct Claim or a Third Party Claim is assertion of a claim for indemnification against the Indemnifying Party under this Agreement. Upon receipt of such notice, the provisions of Section 12(9) will apply to any Third Party Claim and the provisions of Section 12(8) will apply to any Direct Claim.

(d) The omission to notify the Indemnifying Party will not relieve the Indemnifying Party from any obligation to indemnify the Indemnified Person, unless the notification occurs after the expiration of the specified period set out in Section 12(1) or (and only to that

extent that) the omission to notify materially prejudices the ability of the Indemnifying Party to exercise its right to defend provided in Section 12.9.

(8) **Direct Claims.**

(a) Following receipt of notice of a Direct Claim, the Indemnifying Party has 60 days to investigate the Direct Claim and respond in writing. For purposes of the investigation, the Indemnified Person shall make available to the Indemnifying Party the information relied upon by the Indemnified Person to substantiate the Direct Claim, together with such other information as the Indemnifying Party may reasonably request.

(b) If the Indemnifying Party disputes the validity or amount of the Direct Claim, the Indemnifying Party shall provide written notice of the dispute to the Indemnified Person within the 60 day period specified in Section 12.8(a). The dispute notice must describe in reasonable detail the nature of the Indemnifying Party's dispute. During the 30 day period immediately following receipt of a dispute notice by the Indemnified Person, the Indemnifying Party and the Indemnified Person shall attempt in good faith to resolve the dispute. If the Indemnifying Party and the Indemnified Person fail to resolve the dispute within that 30 day time period, the Indemnified Person is free to pursue all rights and remedies available to it, subject only to this Agreement. If the Indemnifying Party fails to respond in writing to the Direct Claim within the 60 day period specified in Section 12.8(a), the Indemnifying Party is deemed to have agreed to the validity and amount of the Direct Claim and shall promptly pay in full the amount of the Direct Claim to the Indemnified Person.

(9) **Procedure for Third Party Claims.**

(a) Upon receiving notice of a Third Party Claim, the Indemnifying Party may participate in the investigation and defence of the Third Party Claim, subject to the terms of this Section. The Indemnifying Party may also elect to assume the investigation and defence of the Third Party Claim, subject to the terms of this Section.

(b) In order to assume control of the investigation and defence of a Third Party Claim, the Indemnifying Party must give the Indemnified Person written notice of its election within 15 days of Indemnifying Party's receipt of notice of the Third Party Claim.

(c) The Indemnifying Party may not assume the control of the investigation and defence of a Third Party Claim if:

(i) the Indemnifying Party is also a party to the Third Party Claim and the Indemnified Person determines in good faith that joint representation would be inappropriate;

(ii) the Indemnifying Party fails to provide reasonable assurance to the Indemnified Person of its financial capacity to defend the Third Party Claim and provide indemnification with respect to the Third Party Claim;

(iii) the Indemnifying Party does not unconditionally acknowledge in writing its obligation to indemnify and hold the Indemnified Person harmless with respect to the Third Party Claim; or

(iv) the Third Party Claim seeks relief against the Indemnified Person other than monetary damages or the Indemnified Person determines in good faith that there is a reasonable probability that the Third Party Claim may adversely affect it or its affiliates, other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, and the Indemnified Person has notified the Indemnifying Party that it will assume the exclusive right to defend, compromise or settle the Third Party Claim.

(d) If the Indemnifying Party assumes the control of the investigation and defence of a Third Party Claim:

(i) the Indemnifying Party will pay for all costs and expenses of the investigation and defence of the Third Party Claim except that the Indemnifying Party will not, so long as it diligently conducts such defence, be liable to the Indemnified Person for any fees of other counsel or any other expenses with respect to the defence of the Third Party Claim, incurred by the Indemnified Person after the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim;

(ii) the Indemnifying Party will reimburse the Indemnified Person for all costs and expenses incurred by the Indemnified Person in connection with the investigation and defence of the Third Party Claim prior to the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim; and

(iii) legal counsel chosen by the Indemnifying Party to defend the Third Party Claim must be satisfactory to the Indemnified Person, acting reasonably; and

(iv) the Indemnifying Party may not compromise and settle or remedy, or cause a compromise and settlement or remedy, of a Third Party Claim without the prior written consent of the Indemnified Person, which consent may not be unreasonably withheld or delayed.

(e) If the Indemnifying Party (i) is not entitled to assume the investigation and defence of a Third Party Claim under Section 12.9(c), (ii) does not elect to assume the investigation and defence of a Third Party Claim, (iii) assumes the investigation and defence of a Third Party Claim but fails to diligently pursue such defence, or the Indemnified Person concludes that the Third Party Claim is not being defended to its satisfaction, acting reasonably, the Indemnified Person has the right (but not the obligation) to undertake the defence of the Third Party Claim. In the case where the Indemnifying Party fails to diligently pursue the defence of the Third Party Claim or the Indemnified Person concludes that the Third Party Claim is not being defended to its satisfaction, acting reasonably, the Indemnified Person may not assume the defence of the Third Party Claim unless the Indemnified Person gives the Indemnifying Party written demand to diligently pursue the defence and the Indemnifying Party fails to do so within 14 days after receipt of the demand, or such shorter period as may be required to respond to any deadline imposed by a court, arbitrator or other tribunal.

(f) If the Indemnifying Party is not entitled to assume the investigation and defence of a Third Party Claim, or the Indemnified Person has undertaken the defence of the Third Party Claim pursuant to Section 12.9(e), the Indemnified Person may compromise and settle the Third Party claim but the Indemnifying Party will not be bound by any

determination of the Third Party Claim or any compromise or settlement of the Third Party Claim effected without the consent of the Indemnifying Party (which consent may not be unreasonably withheld or delayed).

(g) The Indemnifying Party will not be permitted to compromise and settle or to cause a compromise and settlement of a Third Party Claim without the prior written consent of the Indemnified Person (and, for greater certainty, the Indemnified Person will not be bound by any such compromise or settlement of the Third Party Claim effected without the consent of the Indemnified Person), which consent may not be unreasonably withheld or delayed, unless:

(i) the terms of the compromise and settlement require only the payment of money for which the Indemnified Person is entitled to full indemnification under this Agreement;

(ii) the Indemnified Person is not required to admit any wrongdoing, take or refrain from taking any action, acknowledge any rights of the Person making the Third Party Claim or waive any rights that the Indemnified Person may have against the Person making the Third Party Claim; and

(iii) the Indemnified Person and the Indemnifying Party receive, as part of the compromise and settlement, a legally binding and enforceable unconditional release from any and all obligations or liabilities they may have with respect to the Third Party Claim. Such release must be, in form and substance, satisfactory to the Indemnified Person and the Indemnifying Party, each acting reasonably.

(h) The Indemnified Person and the Indemnifying Party agree to keep the other fully informed of the status of any Third Party Claim and any related proceedings. If the Indemnifying Party assumes the investigation and defence of a Third Party Claim, the Indemnified Person will, at the request and expense of the Indemnifying Party, use its reasonable efforts to make available to the Indemnifying Party, on a timely basis, those employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in investigating and defending the Third Party Claim. The Indemnified Person shall, at the request and expense of the Indemnifying Party, make available to the Indemnifying Party, or its representatives, on a timely basis all documents, records and other materials in the possession, control or power of the Indemnified Person, reasonably required by the Indemnifying Party for its use solely in defending any Third Party Claim of which it has elected to assume the investigation and defence. The Indemnified Person shall cooperate on a timely basis with the Indemnifying Party in the defence of any Third Party Claim.

(i) If any Third Party Claim is of a nature such that the Indemnified Person is required by applicable law to make a payment to any third party with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Person may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Person, reimburse the Indemnified Person for such payment. If the amount of any liability of the Indemnified Person under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Person, the Indemnified Person shall, forthwith after receipt of the difference from the third party pay the amount of such difference to the Indemnifying Party.

(10) Notwithstanding anything in this Section 1.2, no Party shall be relieved from its obligation under common law to take reasonable steps to mitigate the Damages resulting from the breach of any of any of the representations and warranties contained in this Agreement.

Section 13 Confidentiality.

Until the Closing and in the event of termination of this Agreement without Closing, the Purchaser shall keep confidential and shall not use for any improper purpose or disclose to any other Person any information obtained from the Vendor, the Corporation or their respective agents and representatives, unless such information (i) is or becomes generally available to the public other than as a result of a disclosure in violation of this Agreement, (ii) becomes available to the Purchaser on a non-confidential basis from a source other than the Vendor, the Corporation or their respective agents and representatives, unless the Purchaser knows that such source is prohibited from disclosing the information to the Purchaser by a contractual, fiduciary or other legal obligation to the Vendor or the Corporation, or (iii) was known to the Purchaser on a non-confidential basis before its disclosure to the Purchaser by the Vendor, the Corporation or their respective agents and representatives. In the event the Purchaser is required by law to disclose any confidential information, the Purchaser shall, to the extent not prohibited by applicable law, provide the Vendor with prompt notice of such requirements so that the Vendor may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section 1.3. Subject to the next sentence, if this Agreement is terminated, promptly after such termination the Purchaser shall return or cause to be returned or destroyed all documents, work papers and other material (whether in written, printed, electronic or computer printout form and including all copies) obtained from the Vendor, the Corporation or their respective agents and representatives in connection with this Agreement and not previously made public together with all derivative materials prepared or created by the Purchaser and any of same received or otherwise obtained by the Purchaser's representative in connection with the exercise of the rights contemplated under Section 8.7 . The Purchaser may retain one copy of all such documents, work papers and other materials in a sealed envelope left with its solicitors, which sealed envelope is not to be opened except in circumstances where this Agreement or the transaction contemplated herein are the subject of litigation or otherwise with the consent of the Vendor.

Section 14 General Contract Provisions.

1. **Time.** Time is of the essence in this Agreement.

2. **Notices**. Any notice, direction or other communication (each a "**Notice**") given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery or courier and addressed:

   (a) to the Vendor at:

   Sustainco Inc.
   151 Bloor Street West
   Toronto, ON
   M5S 1S4

   Attention: President

   (b) to the Purchaser at:

Urban Holdings Inc.
41 Limcombe Drive
Thornhill, ON
L3T 2V7

Attention: Paul Di Lucia, President

with a copy, which shall be for information purposes only and not constitute notice, to:

Meretsky Law Firm
121 King Street West, Suite 2150
Standard Life Centre
Toronto, ON M5H 3T9

Attention: Jason D. Meretsky
Fax: +1 (416) 943-0811

A Notice is deemed to be delivered and received (i) if sent by personal delivery, on the date of delivery if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, (ii) if sent by same-day service courier, on the date of delivery if sent on a Business Day and delivery was made prior to 4:00 p.m. (local time in place of receipt) and otherwise on the next Business Day or (iii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be assumed not to be changed. Failure to send a copy of a Notice to the Purchaser's legal counsel as provided above does not and will not invalidate the delivery of that Notice to the Purchaser.

3. **Enurement.** This Agreement becomes effective when executed by the Vendor and the Purchaser. After that time, it will be binding upon and enure to the benefit of the parties and their respective successors heirs, executors, administrators, legal representatives and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement, including any right to payment, may be assigned or transferred, in whole or in part, by any Party without the prior written consent of the other Parties.

4. **Announcements**. No press release, public statement or announcement or other public disclosure (a "Public Statement") with respect to this Agreement or the transactions contemplated in this Agreement may be made prior to the Closing Date except with the prior written consent and joint approval of the Vendor, the Corporation and the Purchaser, or if required by law or a Governmental Entity. Where the Public Statement is required by law or a Governmental Entity, the Party required to make the Public Statement will use its commercially reasonable efforts to obtain the approval of the other Parties as to the form, nature and extent of the disclosure. After the Closing Date, any Public Statement by the Vendor may be made only with the prior written consent and approval of the Purchaser unless the Public Statement is required by law or a Governmental Entity, in which case the Vendor shall use its commercially reasonable efforts to obtain the approval of the Purchaser as to the form, nature and extent of the disclosure. Unless required by law or a Governmental Entity, the Purchaser shall not disclose the financial or business terms of this Agreement without the consent of the Vendor, acting reasonably.

5. **Expenses**. Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with this Agreement and the transactions contemplated by them, it being understood that all cost of the Corporation associated with the consummation of the transactions contemplated hereby, if any, shall be borne by the Vendor. The costs and expenses referred to in this Section are those which are incurred in connection with the negotiation, preparation, execution and performance of this Agreement, and the transactions contemplated by this Agreement, including the fees and expenses of legal counsel, investment advisers and accountants. The Vendor shall be responsible for any and all legal fees of the Corporation associated with negotiating and executing the documents pertaining to the Working Capital Loan to the extent such legal fees exceed $10,000.

6. **Fees and Commissions**. No transaction, advisory, finder's or success fees, commissions or other payments of any nature whatsoever shall be payable by the Purchaser, the Corporation or the Vendor in respect of the transactions contemplated by this Agreement.

7. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties with respect to such transactions. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement

8. **Waiver**. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right it may have.

9. **Severability**. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions will remain in full force and effect.

10. **Amendments**. This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendor and the Purchaser.

11. **Governing Law**. This Agreement is governed by, and will be interpreted and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

12. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts together constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this Agreement

The Parties have executed this Share Purchase Agreement.

VENDOR:

SUSTAINCO INC.

By: *(signed Emlyn J. David)*
Emlyn J. David
President

PURCHASER:

URBAN HOLDINGS INC.

By: *(signed) Paul Di Lucia*
Paul Di Lucia
President

SCHEDULE "A"

DEFINED TERMS

"**affiliate**" shall have the meaning specified in the *Canada Business Corporations Act*.

"**Agreement**" means this share purchase agreement, including this schedule.

"**Authorization**" means, with respect to any Person, any order, permit, approval, consent, notice, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any days on which major banks are closed for business in Toronto, Ontario.

"**Closing**" means the completion of the transaction of purchase and sale contemplated in this Agreement.

"**Closing Date**" means three Business Days following the day on which the last of the conditions of closing set out in 0 (other than those conditions that by their nature can only be satisfied as of the Closing Date) have been satisfied or waived by the appropriate Party.

"**Contract**" means any agreement, contract, licence, undertaking, engagement or commitment of any nature, written or oral.

"**Corporation**" means Urban Mechanical Contracting Ltd., an Ontario company.

"**Damages**" means any losses, liabilities, damages or expenses (including reasonable legal fees and expenses without reduction for tariff rates or similar reductions) whether resulting from an action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, or a cause, matter, thing, act, omission or state of facts not involving a third party, but excluding indirect damages (unless such damages arise as the result of a Third Party Claim), or punitive damages.

"**Direct Claim**" means any cause, matter, thing, act, omission or state of facts not involving a Third Party Claim which entitles an Indemnified Person to make a claim for indemnification under this Agreement.

"**Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by the Vendor to the Purchaser with this Agreement.

"**Escrow Agent**" means Stikeman Elliott LLP or, if applicable, its successor appointed in accordance with the terms of the Escrow Agreement.

"**Escrow Agreement**" means the escrow agreement dated the date of this Agreement between the Vendor, the Purchaser and the Escrow Agent.

"**Escrow Funds**" means an amount equal to $1,000,000 delivered to the Escrow Agent by the Purchaser.

"**Governmental Entity**" means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, tribunal, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any stock exchange or securities regulatory body and (iv) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

"**Indemnified Person**" means a Person with indemnification rights or benefits under 0, or otherwise under this Agreement.

"**Indemnifying Party**" means a Party against which a claim may be made for indemnification under this Agreement, including pursuant to 0.

"**Lien**" means any mortgage, charge, claim, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature or any other arrangement or condition which, in substance, secures payment or performance of an obligation.

"**NI 45-106**" means National Instrument 45-106 – *Prospectus and Registration Exemptions*.

"**Notice**" has the meaning specified in 2.

"**Party**" either of the Vendor or the Purchaser.

"**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability corporation, joint stock corporation, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning.

"**Purchase Price**" has the meaning specified in 0.

"**Purchased Shares**" means all of the issued and outstanding shares in the capital of the Corporation, being 75 common shares.

"**Purchaser**" has the meaning specified in the recitals to this Agreement.

"**Short-Term Debt**" means the indebtedness of the Corporation owing to those persons and in those amounts specified as such in Section 1(1)(j) of the Disclosure Letter.

"**Vendor**" has the meaning specified in the recitals to this Agreement.

"**Third Party Claim**" means any action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Entity, against an Indemnified Person which entitles the Indemnified Person to make a claim for indemnification under this Agreement.

APPENDIX C
SECTION 190 OF THE *CANADA BUSINESS CORPORATIONS ACT*

Right to dissent

190.(1) Subject to sections 191 and 241, a holder of shares of any class of a corporation may dissent if the corporation is subject to an order under paragraph 192(4)(d) that affects the holder or if the corporation resolves to

(a) amend its articles under section 173 or 174 to add, change or remove any provisions restricting or constraining the issue, transfer or ownership of shares of that class;

(b) amend its articles under section 173 to add, change or remove any restriction on the business or businesses that the corporation may carry on;

(c) amalgamate otherwise than under section 184;

(d) be continued under section 188;

(e) sell, lease or exchange all or substantially all its property under subsection 189(3); or

(f) carry out a going-private transaction or a squeeze-out transaction.

Further right

(2) A holder of shares of any class or series of shares entitled to vote under section 176 may dissent if the corporation resolves to amend its articles in a manner described in that section.

If one class of shares

(2.1) The right to dissent described in subsection (2) applies even if there is only one class of shares.

Payment for shares

(3) In addition to any other right the shareholder may have, but subject to subsection (26), a shareholder who complies with this section is entitled, when the action approved by the resolution from which the shareholder dissents or an order made under subsection 192(4) becomes effective, to be paid by the corporation the fair value of the shares in respect of which the shareholder dissents, determined as of the close of business on the day before the resolution was adopted or the order was made.

No partial dissent

(4) A dissenting shareholder may only claim under this section with respect to all the shares of a class held on behalf of any one beneficial owner and registered in the name of the dissenting shareholder.

Objection

(5) A dissenting shareholder shall send to the corporation, at or before any meeting of shareholders at which a resolution referred to in subsection (1) or (2) is to be voted on, a written objection to the resolution, unless the corporation did not give notice to the shareholder of the purpose of the meeting and of their right to dissent.

Notice of resolution

(6) The corporation shall, within ten days after the shareholders adopt the resolution, send to each shareholder who has filed the objection referred to in subsection (5) notice that the resolution has

been adopted, but such notice is not required to be sent to any shareholder who voted for the resolution or who has withdrawn their objection.

Demand for payment

(7) A dissenting shareholder shall, within twenty days after receiving a notice under subsection (6) or, if the shareholder does not receive such notice, within twenty days after learning that the resolution has been adopted, send to the corporation a written notice containing

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder dissents; and

(c) a demand for payment of the fair value of such shares.

Share certificate

(8) A dissenting shareholder shall, within thirty days after sending a notice under subsection (7), send the certificates representing the shares in respect of which the shareholder dissents to the corporation or its transfer agent.

Forfeiture

(9)A dissenting shareholder who fails to comply with subsection (8) has no right to make a claim under this section.

Endorsing certificate

(10)A corporation or its transfer agent shall endorse on any share certificate received under subsection (8) a notice that the holder is a dissenting shareholder under this section and shall forthwith return the share certificates to the dissenting shareholder.

Suspension of rights

(11) On sending a notice under subsection (7), a dissenting shareholder ceases to have any rights as a shareholder other than to be paid the fair value of their shares as determined under this section except where

(a) the shareholder withdraws that notice before the corporation makes an offer under subsection (12),

(b) the corporation fails to make an offer in accordance with subsection (12) and the shareholder withdraws the notice, or

(c) the directors revoke a resolution to amend the articles under subsection 173(2) or 174(5), terminate an amalgamation agreement under subsection 183(6) or an application for continuance under subsection 188(6), or abandon a sale, lease or exchange under subsection 189(9),

in which case the shareholder's rights are reinstated as of the date the notice was sent.

Offer to pay

(12) A corporation shall, not later than seven days after the later of the day on which the action approved by the resolution is effective or the day the corporation received the notice referred to in subsection (7), send to each dissenting shareholder who has sent such notice

(a) a written offer to pay for their shares in an amount considered by the directors of the corporation to be the fair value, accompanied by a statement showing how the fair value was determined; or

(b) if subsection (26) applies, a notification that it is unable lawfully to pay dissenting shareholders for their shares.

Same terms

(13) Every offer made under subsection (12) for shares of the same class or series shall be on the same terms.

Payment

(14) Subject to subsection (26), a corporation shall pay for the shares of a dissenting shareholder within ten days after an offer made under subsection (12) has been accepted, but any such offer lapses if the corporation does not receive an acceptance thereof within thirty days after the offer has been made.

Corporation may apply to court

(15) Where a corporation fails to make an offer under subsection (12), or if a dissenting shareholder fails to accept an offer, the corporation may, within fifty days after the action approved by the resolution is effective or within such further period as a court may allow, apply to a court to fix a fair value for the shares of any dissenting shareholder.

Shareholder application to court

(16) If a corporation fails to apply to a court under subsection (15), a dissenting shareholder may apply to a court for the same purpose within a further period of twenty days or within such further period as a court may allow.

Venue

(17) An application under subsection (15) or (16) shall be made to a court having jurisdiction in the place where the corporation has its registered office or in the province where the dissenting shareholder resides if the corporation carries on business in that province.

No security for costs

(18) A dissenting shareholder is not required to give security for costs in an application made under subsection (15) or (16).

Parties

(19) On an application to a court under subsection (15) or (16),

(a) all dissenting shareholders whose shares have not been purchased by the corporation shall be joined as parties and are bound by the decision of the court; and

(b) the corporation shall notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to appear and be heard in person or by counsel.

Powers of court

(20) On an application to a court under subsection (15) or (16), the court may determine whether any other person is a dissenting shareholder who should be joined as a party, and the court shall then fix a fair value for the shares of all dissenting shareholders.

Appraisers

(21) A court may in its discretion appoint one or more appraisers to assist the court to fix a fair value for the shares of the dissenting shareholders.

***Final* order**

(22) The final order of a court shall be rendered against the corporation in favour of each dissenting shareholder and for the amount of the shares as fixed by the court.

Interest

(23) A court may in its discretion allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective until the date of payment.

Notice that subsection (26) applies

(24) If subsection (26) applies, the corporation shall, within ten days after the pronouncement of an order under subsection (22), notify each dissenting shareholder that it is unable lawfully to pay dissenting shareholders for their shares.

Effect where subsection (26) applies

(25) If subsection (26) applies, a dissenting shareholder, by written notice delivered to the corporation within thirty days after receiving a notice under subsection (24), may

(a) withdraw their notice of dissent, in which case the corporation is deemed to consent to the withdrawal and the shareholder is reinstated to their full rights as a shareholder; or

(b) retain a status as a claimant against the corporation, to be paid as soon as the corporation is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the corporation but in priority to its shareholders.

Limitation

(26) A corporation shall not make a payment to a dissenting shareholder under this section if there are reasonable grounds for believing that

(a) the corporation is or would after the payment be unable to pay its liabilities as they become due; or

(b) the realizable value of the corporation's assets would thereby be less than the aggregate of its liabilities.