

AMENDMENT AGREEMENT

THIS AMENDMENT AGREEMENT (the “**Agreement**”) is made as of July 31, 2014.

BETWEEN:

SOUTHTECH CAPITAL CORPORATION, a corporation
incorporated under the laws of the Province of Alberta (“**Southtech**”)

AND

REDFALL TECHNOLOGIES INC., a corporation incorporated under
the laws of the Province of Alberta (“**Redfall**”)

RECITALS

WHEREAS Southtech and Redfall entered into an amalgamation agreement dated effective May 7, 2014 (the “**Amalgamation Agreement**”);

AND WHEREAS Southtech and Redfall desire to amend the Amalgamation Agreement as set forth in this Agreement;

NOW THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The “Termination Time” referenced in Section 7.2 of the Amalgamation Agreement is hereby amended from July 31, 2014 to September 16, 2014.
2. The Amalgamation Agreement and this Agreement shall together constitute and be read as one and the same written instrument.
3. Except as otherwise amended by the foregoing, the provisions of the Amalgamation Agreement shall be and continue in full force and effect and are hereby confirmed as of the date hereof.
4. This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.
5. Southtech and Redfall hereby agree to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged or delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to effect complete consummation of the transactions contemplated by this Agreement.
6. This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Alberta and the laws of Canada applicable therein and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.
7. This Agreement may be executed and delivered in any number of original or electronic counterparts, each of which when executed and delivered shall be considered an original and all of which taken together shall constitute one and the same instrument.

[Remainder of page left intentionally blank - signature page to follow]

IN WITNESS WHEREOF Southtech and Redfall have executed this Agreement as of the date first written above.

SOUTHTECH CAPITAL CORPORATION

Per: (signed) "Wade Larson"
Name: Wade Larson
Title: President and Chief Executive
Officer

REDFALL TECHNOLOGIES INC.

Per: (signed) "Geoff Gordon"
Name: Geoff Gordon
Title: Managing Partner