

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 4th day of September, 2015.

BETWEEN:

AMANA COPPER LTD.,

a corporation existing under the laws of British Columbia
(hereinafter referred to as the “**Purchaser**”)

- and -

**INTERNATIONAL WASTEWATER HEAT EXCHANGE
SYSTEMS INC.**

a corporation existing under the laws of British Columbia
(hereinafter referred to as “**IWHES**”)

-and-

The shareholders of IWHES listed in the attached Schedule “A”
(which shareholders, together with any persons that become
shareholders of IWHES prior to Closing, hereinafter collectively
referred to as, the “**Shareholders**”, and individually as, a
“**Shareholder**”)

WHEREAS on the terms and subject to the conditions herein set forth, the Purchaser desires to purchase from the Shareholders all of the issued and outstanding common shares of IWHES outstanding as at the date of this Agreement together with all common shares of IWHES issued to any Shareholders prior to Closing (the “**Purchased Shares**”), and the Shareholders desire to sell the Purchased Shares to the Purchaser;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms will have the following meanings:

- (a) “**Agreement**” means this share exchange agreement as the same may be supplemented or amended from time to time;
- (b) “**Alternative Transaction**” means any of the following (other than the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving IWHES or the IWHES Subsidiaries or the Purchaser, or any analogous transaction whereby IWHES or the IWHES Subsidiaries

becomes directly or indirectly publicly listed (b) any acquisition of all or substantially all of the assets of IWHES or the IWHES Subsidiaries or the Purchaser (or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect), (c) any acquisition of beneficial ownership of 20% or more of IWHES's common shares or Common Shares in a single transaction or a series of related transactions, (d) any acquisition by IWHES or the IWHES Subsidiaries or the Purchaser of any assets or capital stock of another person (other than acquisitions of capital stock or assets of any other person that are not, individually or in the aggregate, material to IWHES or the IWHES Subsidiaries or the Purchaser, or (e) any bona fide proposal to, or public announcement of an intention to, do any of the foregoing on or before the Termination Date;

- (c) **“Books and Records”** means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (d) **“Business Day”** means a day which is not a Saturday, Sunday or a statutory holiday in the Province of British Columbia;
- (e) **“Business-Related IP”** means, collectively, all IP of or pertaining to or used in connection with the business of IWHES including all Owned IP (including Registered IP), In-Licensed IP and Customer Data;
- (f) **“Closing”** means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (g) **“Closing Date”** means the date of Closing, which will be the tenth Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or such other date as the parties may mutually determine;
- (h) **“Common Shares”** means common shares in the capital of the Purchaser;
- (i) **“Contracts”** (individually, a **“Contract”**) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (j) **“Corporate Records”** means the corporate records of a corporation, including (i) its notice of articles, articles, by-laws or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (k) **“CSE”** means the Canadian Securities Exchange;

- (l) **“Customer Data”** means any information, data or materials received by or on behalf of the IWHES from its end users in connection with the use of the products, services and technologies offered by IWHES;
- (m) **“Debt Conversion Shares”** has the meaning set forth in Section 2.02;
- (n) **“Disclosure Document”** means a listing statement, filing statement, information circular or other similar document, as the case may be, in any case prepared in accordance with the policies of the CSE in connection with the Transaction contemplated herein (including Policy 8 – “Fundamental Changes”);
- (o) **“Disclosure Letter”** means a letter of even date with this Agreement from the Shareholders and IWHES to the Purchaser that is described as the ‘Disclosure Letter’;
- (p) **“Disclosed”** means, in the case of the Shareholders and IWHES, fairly disclosed (with sufficient details to identify the nature and scope of the matter disclosed) in the Disclosure Letter, and, in the case of the Purchaser, fairly disclosed in writing to IWHES (for itself and for the benefit of the Shareholders) prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed);
- (q) **“Environmental Laws”** means all applicable federal, provincial, state, local and foreign laws imposing liability or standards of conduct for or relating to the regulation of activities, materials, substances or wastes in connection with or for the protection of human health, safety, the environment or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation);
- (r) **“Environmental Liabilities”** means, with respect to any person, all liabilities, obligations, responsibilities, remedial and removal costs, investigation costs, capital costs, operation and maintenance costs, losses, damages, punitive damages, property damages, consequential damages, treble damages, costs and expenses, fines, penalties and sanctions incurred as a result of or related to any claim, suit, action, administrative order, investigation, proceeding or demand by any person, whether based in contract, tort, implied or express warranty, strict liability, criminal or civil statute or common law, relating to any environmental matter arising under or related to any Environmental Laws, Environmental Permits, or in connection with any Release or threatened Release or presence of a Hazardous Substance whether on, at, in, under, from, or about or in the vicinity of any real or personal property;
- (s) **“Environmental Permits”** means all permits, licenses, written authorizations, certificates, approvals, program participation requirements, sign-offs or registrations required by or available with or from any Governmental Authority under any Environmental Laws;
- (t) **“Escrow Agent”** means Computershare Trust Company of Canada, or such other escrow agent as may be agreed to by the Purchaser and the Shareholders, each acting reasonably;
- (u) **“Exemptions”** has the meaning set forth in Section 2.06(a);
- (v) **“Finder”** means Canaccord Genuity Corp.;

- (w) **“Finder’s Fee Agreement”** means the Referral Agreement between the Purchaser and the Finder dated June 9, 2015 pursuant to which the Purchaser issued the Finder 500,000 Common Shares as an advisory fee on July 10, 2015 and pursuant to which the Purchaser will issue the Finder the Finder’s Fee Shares upon Closing;
- (x) **“Finder’s Fee Shares”** means 750,000 Common Shares to be issued by the Purchaser to the Finder as a finder’s fee;
- (y) **“Governmental Authority”** means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission, gaming commission or stock exchange, including the CSE;
- (z) **“Hazardous Substances”** means any pollutant, contaminant, waste or chemical, or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material or contaminant regulated or defined pursuant to, or that could result in liability under, any Environmental Law;
- (aa) **“In-Licensed IP”** means all IP that is licensed to IWHEs;
- (bb) **“IP”** means any and all intellectual property or proprietary rights arising at law or in equity, including, without limitation, (i) patents, all patent rights and all patent rights and all applications therefor and all reissues, re-examinations, continuations, continuations-in-part, divisions, and patent term extensions thereof, (ii) inventions (whether patentable or not), discoveries, improvements, concepts, innovations and industrial models, (iii) registered and unregistered copyrights, copyright registrations and applications, mask works and mask work registrations and applications therefor, author’s rights and works of authorship, (iv) URLs, web sites, web pages and any part thereof, (v) technical information, know-how, trade secrets, drawings, designs, design protocols, specifications, proprietary data, customer lists, databases, proprietary and manufacturing processes, technology, formulae, and algorithms, (vi) trade names, trade dress, trademarks, domain names, service marks, logos, business names, and registrations and applications therefor, (g) industrial designs or design patents, whether or not patentable or registrable, patented or registered or the subject of applications for registration or patent or registration and all rights of priority, applications, continuations, continuations-in-part, divisions, re-examinations, reissues and other derivative applications and patents therefor, (h) licenses, contacts and agreements otherwise relating to the IP, and (i) the goodwill symbolized or represented by the foregoing;
- (cc) **“IWHEs Assets”** means the assets of IWHEs as shown in the IWHEs Financial Statements;
- (dd) **“IWHEs Financial Statements”** has the meaning set forth in Section 5.03(k);
- (ee) **“IWHEs Material Contracts”** has the meaning set forth in Section 5.03(p);
- (ff) **“IWHEs Shareholder Consent Agreement”** means the consent agreement to be entered into between the Purchaser and each New IWHEs Shareholder by the Time of Closing, substantially in the form attached hereto as Schedule “B”;

- (gg) **“IWHES Shareholders’ Agreement”** means the Shareholders’ Agreement dated January 31, 2014 among IWHES and the Shareholders listed in Schedule “A”;
- (hh) **“IWHES Subsidiaries”** means IWWS (UK) Limited and Sharc Caledonia Limited;
- (ii) **“laws”** means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and **“law”** means any one of them;
- (jj) **“License Agreements”** has the meaning set out in Section 5.03(ee);
- (kk) **“Material Adverse Effect”** means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, could reasonably be expected to be materially adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the Purchaser or IWHES, as applicable, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations hereunder or consummate the Transaction;
- (ll) **“Material Contract”** means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$25,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (mm) **“material fact”** will have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (nn) **“misrepresentation”** will have the meaning ascribed to it in the *Securities Act* (British Columbia);
- (oo) **“New IWHES Shareholders”** has the meaning set forth in Section 2.03;
- (pp) **“Owned IP”** means all IP legally and beneficially owned by IWHES, including Registered IP, but excludes In-Licensed IP;
- (qq) **“person”** includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (rr) **“Payment Shares”** has the meaning set forth in Section 2.04;
- (ss) **“Public Record”** means the information relating to the Purchaser contained in all press releases, material change reports, financial statements and related management’s discussion and analysis, information circulars and all other documents of the Purchaser

which have been filed on the System for Electronic Document Analysis and Retrieval (SEDAR) since January 1, 2014;

- (tt) **“Purchased Shares”** has the meaning set forth in the recitals to this Agreement;
- (uu) **“Purchaser Financial Statements”** has the meaning set forth in Section 5.01(k);
- (vv) **“Registered IP”** means all IP that is registered or the subject of an application for registration or registration procedures in the name of IWHES, its affiliates and subsidiaries with any government, regulatory body or third person;
- (ww) **“Release”** means any release, spill, emission, leaking, pumping, pouring, emitting, emptying, escape, injection, deposit, disposal, discharge, dispersal, dumping, leaching or migration of a Hazardous Substance in the indoor or outdoor environment, including the movement of a Hazardous Substance through or in the air, soil, surface water, ground water or property;
- (xx) **“Securities Laws”** means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (yy) **“Shareholders”** and **“Shareholder”** have the respective meanings set forth in the recitals to this Agreement;
- (zz) **“Shareholders’ Approval”** means approval of the Transaction by shareholders of the Purchaser in accordance with the policies of the CSE, which approval may, subject to the prior approval of the CSE, be obtained by written consent of a majority of such shareholders;
- (aaa) **“Tax Act”** means the *Income Tax Act* (Canada);
- (bbb) **“Termination Date”** means October 31, 2015, or such later date as may be agreed in writing between the Purchaser and IWHES;
- (ccc) **“Time of Closing”** or **“Closing Time”** means 10:00 a.m. (Vancouver time) on the Closing Date, or such other time as the parties may mutually determine; and
- (ddd) **“Transaction”** means the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only will include the plural and vice versa; words importing the use of any gender will include all genders and words importing persons will include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Accounting Principles

Wherever in this Agreement reference is made to generally accepted accounting principles, such reference will be deemed to be the International Financial Reporting Standards or the Canadian generally accepted accounting principles, as applicable, approved by the International Accounting Standards Board or the Canadian Institute of Chartered Accountants, as the case may be, or any successor thereto, applicable as at the date on which a calculation is made or required to be made in accordance with generally accepted accounting principles.

1.08 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of Yaron Conforti, the Chief Executive Officer and Chief Financial Officer of the Purchaser, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (b) Any reference herein to “the knowledge of IWHES” (or similar expressions) will be deemed to mean the actual knowledge of Lynn Mueller, the President of IWHES, together with the knowledge such person would have had if they had conducted a diligent inquiry into the relevant subject matter.

**ARTICLE II
PURCHASE AND SALE OF PURCHASED SHARES**

2.01 Purchase and Sale

Subject to the terms and conditions hereof, each of the Shareholders covenants and agrees to sell, assign and transfer to the Purchaser and the Purchaser covenants and agrees to purchase from such Shareholder, the number of Purchased Shares which are beneficially owned by such Shareholder at the Time of Closing. As of the date of this Agreement, the number of Purchased Shares which are owned by each Shareholder is the number set forth opposite the name of such Shareholder as set out in Schedule “A” attached hereto.

2.02 Debt Conversion Shares

The parties acknowledge and agree that Paul Bernard Lee (a Shareholder) has entered into a Debt Settlement Agreement dated July 24, 2015 with IWHES pursuant to which the parties have agreed that immediately prior to Closing Paul Bernard Lee will return his 30 common shares of IWHES to IWHES for cancelation and \$2,500,000 owing from IWHES to Paul Bernard Lee will be converted into 110 common shares of IWHES (the “**Debt Conversion Shares**”), and that such Debt Conversion Shares will form part of the Purchased Shares in addition to the Purchased Shares described in Schedule “A”.

2.03 New IWHES Shareholders

The parties acknowledge and agree that, prior to Closing, IWHES may, subject to receiving the prior written consent of the Purchaser and each of the current IWHES Shareholders, enter into transactions pursuant to which IWHES will issue additional common shares to new shareholders (“**New IWHES Shareholders**”). It will be a condition of any such share issuances that IWHES obtain the consent and agreement of the New IWHES Shareholder to the Transaction evidenced by the execution and delivery by such New IWHES Shareholder of a Shareholder Consent Agreement in the form attached as Schedule “B” hereto. The parties agree that each New IWHES Shareholder will become a party to and be bound by this Agreement and that such shares will form part of the Purchased Shares in addition to the Purchased Shares described in Schedule “A”.

2.04 Purchase Price

In consideration for the acquisition of the Purchased Shares, the Purchaser will issue from treasury to each Shareholder at the Time of Closing, 250,000 Common Shares (collectively, the “**Payment Shares**”) for each Purchased Share. The Payment Shares are being issued at a deemed value of \$0.14 per Payment Share.

2.05 Tax Election

The Purchaser agrees that, at the request of any Shareholder, it will sign and execute a Form T2057 prepared by said Shareholder for the purpose of making a joint election to have the provisions of subsection 85(1) of the Tax Act apply to the transfer of such Shareholder’s Purchased Shares. It will be the responsibility of the Shareholder making the request to prepare and file the Form T2057 with the Canada Revenue Agency. The Purchaser will not be liable for any damages incurred by a Shareholder for a late filing of a Form T2057 or any errors or omissions on a Form T2057.

Notwithstanding anything contained in this Agreement, the Purchaser does not assume and will not be liable for any taxes under the Tax Act or any other amount whatsoever which may be or become payable by Shareholders including, without limiting the generality of the foregoing, any taxes resulting from or arising as a consequence of the sale by Shareholders to the Purchaser of the Purchased Shares herein contemplated, or the availability (or lack thereof) of the provisions of subsection 85(1) of the Tax Act, or the content or impact of any election made under subsection 85(1) of the Tax Act.

2.06 Restrictions on Resale

Each of the Shareholders acknowledges and agrees as follows:

- (a) the transfer of the Purchased Shares and the issuance of the Payment Shares, in exchange therefor, will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws;

- (b) that the CSE may require certain of the Payment Shares to be held in escrow in accordance with the policies of the CSE;
- (c) if applicable, as a consequence of acquiring the Payment Shares, pursuant to the Exemptions:
 - (i) the Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Shareholder may not receive information that might otherwise be required to be provided to the Shareholder, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) there is no government or other insurance covering the Payment Shares; and
 - (v) an investment in the Payment Shares is speculative and of high risk;
- (d) if applicable, the certificates representing the Payment Shares will bear such legends as required by Securities Laws and the policies of the CSE and it is the responsibility of the Shareholder to find out what those restrictions are and to comply with them before selling the Payment Shares; and
- (e) the Shareholder is knowledgeable of, or has been independently advised as to, the applicable laws of that jurisdiction which apply to the sale of the Payment Shares and the issuance of the Payment Shares, and which may impose restrictions on the resale of such Payment Shares in that jurisdiction and it is the responsibility of the Shareholder to find out what those resale restrictions are, and to comply with them before selling the Payment Shares.

The Purchaser agrees to use commercially reasonable efforts to ensure that the minimum escrow periods permitted by the CSE are imposed on the Payment Shares and, if requested, to provide the Shareholders (or IWHES on behalf of the Shareholders) with the opportunity to make submissions to the CSE in respect of same. Notwithstanding any other provision of this Agreement, the Shareholders shall not be obligated to complete the Transaction if the escrow periods proposed by the CSE to be imposed on the Payment Shares are more onerous than those escrow periods described in s. 1.8 of CSE Policy 8.

2.07 Right of First Refusal

Each of the Shareholders acknowledges and agrees as follows:

- (a) for a period of three years following the Closing Date, the Shareholder shall not transfer any of its Payment Shares unless the Shareholder (the “**Offeror**”) first offers by notice in writing (the “**RFR Offer**”) to the Purchaser the prior right to purchase such Payment Shares from the Offeror;
- (b) the RFR Offer must set forth:

- (i) the number of Payment Shares that the Offeror desires to sell (the “**Offered Shares**”);
 - (ii) the price, in lawful money of Canada, for the Offered Shares;
 - (iii) the terms and conditions of the sale; and
 - (iv) that the RFR Offer is open for acceptance for a period of 30 days after receipt of such RFR Offer by the Purchaser and request that the Purchaser state in writing whether it is willing to purchase all (but not less than all) of the Offered Shares;
- (c) if the Offeror does not receive from the Purchaser within the 30 day notice period provided in §2.07(b)(iv) above written notice of acceptance of the RFR Offer to purchase the Offered Shares, then the Offeror may thereafter, for a period of 90 days after the expiration of the period for acceptance by the Purchaser, sell, transfer or otherwise dispose of all, but not less than all, of the Offered Shares to any other person provided that:
- (i) the Offeror shall sell the Offered Shares for cash at closing, free and clear of encumbrances, and on terms which are not less favourable to the Offeror than those specified in the RFR Offer; and
 - (ii) if the Offeror has not transferred the Offered Shares within the 90-day period, then the provisions of this §2.07 shall again become applicable to the Offered Shares;
- (d) if the Offeror receives from the Purchaser, within the 30 day notice period provided in §2.07(b)(iv) above, written notice of acceptance of the RFR Offer to purchase the Offered Shares, a binding contract of purchase and sale between the Offeror and the Purchaser shall be deemed to come into existence on the date of receipt of such written notice by the Offeror on the terms set out in this Agreement and the RFR Offer, and the Purchaser will pay the purchase price (in each case the “**Purchase Price**”) for the Offered Shares within 14 days thereafter on the terms contained in the RFR Offer and the Offeror shall be bound to transfer the Offered Shares to the Purchaser upon receipt of payment of the Purchase Price; provided that if the Purchaser accepts the RFR Offer and fails to pay the Purchase Price for the Offered Shares on or before the 14th day (in each case the “**Final Closing Date**”), then the Purchaser shall thereafter be indebted to the Offeror for the full amount of the Purchase Price and the Purchase Price will bear interest at the rate of 18% per annum, both before and after each of maturity, default and judgment, from the Final Closing Date until paid in full; and for greater certainty, any payments made by the Purchaser after the Final Closing Date will be applied first to accrued and unpaid interest and, after all accrued interest has been paid, to the Purchase Price.

2.08 Finder’s Fee Shares

The parties acknowledge and agree that the Purchaser issued 500,000 Common Shares to the Finder in consideration for advisory services provided in connection with the Transaction and will pay a finder’s fee to the Finder upon Closing consisting of the Finder’s Fee Shares.

2.09 Termination of Shareholders' Agreement and Release of Claims

IWHES and the Shareholders agree that, subject to Closing, the IWHES Shareholders' Agreement is hereby terminated effective at the Time of Closing and, subject to Closing (and in the case of Paul Bernard Lee, subject to the issuance of the Debt Conversion Shares), each of the Shareholders hereby releases and forever discharges IWHES, its subsidiaries and their respective directors, officers, employees, representatives and advisors from and against any and all claims, actions, obligations, and damages whatsoever which the Shareholder may have against any of them relating to the Shareholders' Agreement and any shareholders' loans from the Shareholder to IWHES up to the Time of Closing. This release will be operative from and after Closing and shall be effective without the delivery of any further release or other documents by the Shareholder.

2.10 Acquisition of Minority Shareholdings in IWWS (UK) Limited

The Parties acknowledge that the Purchaser and IWHES have entered into a letter of intent dated August 27, 2015 and intend to enter into a definitive agreement with Ian Craft and Russ Burton to acquire the shares of IWWS (UK) which are not already owned by IWHES (the "**IWWS (UK) Acquisition**"). The IWWS (UK) Acquisition is expected to be completed concurrently or immediately following completion of the Transaction. Notwithstanding any other provision of this Agreement, the Parties hereby consent to the IWWS (UK) Acquisition and the issuance of securities of the Purchaser in connection therewith.

ARTICLE III CONDITIONS OF CLOSING

3.01 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Shareholders and IWHES will have tendered all closing deliveries set forth in Sections 4.03 and 4.04, respectively, including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;
- (b) receipt of evidence of the approval of the Shareholders, if applicable;
- (c) the Common Shares, including the Payment Shares, will have been conditionally approved for listing on the CSE, subject to the usual requirements of the CSE in respect of transactions of the nature of the Transaction as contemplated herein;
- (d) neither IWHES nor any of the Shareholders will have violated Section 8.01;
- (e) the representations and warranties of IWHES set forth in this Agreement will have been true and correct as of the date hereof and will be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of IWHES to this effect will have been delivered to the Purchaser;

- (f) all of the terms, covenants and conditions of this Agreement to be complied with or performed by IWHES at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of IWHES to this effect will have been delivered to the Purchaser;
- (g) the representations and warranties of the Shareholders set forth in this Agreement will have been true and correct in all material respects as of the date hereof and will be true and correct in all material respects as of the Time of Closing and delivery by each Shareholder of the documents described in Section 4.04 required to be delivered by such Shareholder will constitute a reaffirmation and confirmation by such Shareholder of such representations and warranties;
- (h) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholders at or before the Time of Closing will have been complied with or performed and delivery of the documents described in Section 4.04 will constitute confirmation of such compliance and performance;
- (i) each of the current employees of IWHES will enter into a form of confirmatory assignment and waiver agreement confirming the assignment of all intellectual property rights to Business-Related IP to IWHES (the “**Confirmatory Agreement**”) in form and substance satisfactory to both IWHES and the Purchaser prior to the Closing Date and IWHES will have used reasonable commercial efforts to obtain executed Confirmatory Agreements in such form with each of its former employees;
- (j) each of the principals of IWHES (being Lynn Mueller and Daryle Anderson) and CIR Mechanical Ltd. will enter into a form of non-compete, confidentiality and indemnity agreement with IWHES in form and substance satisfactory to IWHES and the Purchaser prior to the Closing Date;
- (k) the Debt Conversion Shares will have been issued to Paul Bernard Lee prior to Closing in accordance with the terms of the Debt Conversion Agreement;
- (l) on or before the Closing Time, IWHES shall have obtained the consent of each of the New IWHES Shareholders, if any, evidenced by the delivery of the IWHES Shareholder Consent Agreements and IWHES shall have executed and delivered to the Purchaser the IWHES Shareholder Consent Agreements;
- (m) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities or other persons necessary to permit the completion of the Transaction will have been obtained or have been attempted to be obtained on a best efforts basis;
- (n) there will not have been after the date of this Agreement any Material Adverse Effect with respect to IWHES;
- (o) there will be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or IWHES or that could reasonably be expected to impose any condition or restriction upon the Purchaser or IWHES which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;

- (p) there will be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, adversely affects or may adversely affect the Transaction; and
- (q) the Closing Date will be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

3.02 Conditions of Closing in Favour of IWHES and the Shareholders

The obligations of IWHES and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser will have tendered all closing deliveries set forth in Section 4.02 including delivery of evidence of the Shareholders' Approval;
- (b) the Common Shares, including the Payment Shares, will have been conditionally approved for listing on the CSE, subject to the usual requirements of the CSE in respect of transactions of the nature of the Transaction as contemplated herein;
- (c) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons, including, if applicable, all those party to the Material Contracts of IWHES necessary to permit the completion of the Transaction will have been obtained;
- (d) the Purchaser will not have violated Section 8.02;
- (e) the representations and warranties of the Purchaser set forth in this Agreement will have been true and correct as of the date hereof and will be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect will have been delivered to the Shareholders and IWHES;
- (f) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect will have been delivered to the Shareholders and IWHES;
- (g) there will not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (h) there will be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or IWHES or that could reasonably be expected to impose any condition or restriction upon the Purchaser or IWHES which, after giving effect to the

Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;

- (i) there will be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the IWHES, acting reasonably, adversely affects or may adversely affect the Transaction;
- (j) each of the principals of Amana who will be directors or officers of Amana after Closing (being Yaron Conforti) will have entered into a form of non-compete, confidentiality and indemnity agreement satisfactory to IWHES and the Purchaser prior to the Closing Date;
- (k) at or before the Closing Time, Lynn Mueller will be appointed as a director and President and Chief Executive Officer of the Purchaser, and will be employed by the Purchaser and IWHES on the terms set forth in the form of Executive Employment Agreement attached hereto as **Schedule “C”**, in each case effective from and after Closing;
- (l) at or before the Closing Time, two of Daryle Anderson, Paul Lee and Mark McCooley (as nominated by IWHES) will have been appointed as a directors of Amana, and CIR Mechanical Ltd. will have been retained as a consultant to the Purchaser and IWHES on the terms set forth in the form of Consulting Agreement attached hereto as **Schedule “D”**, effective from and after Closing;
- (m) at or before the Closing Time, all directors, officers and employees of the Purchaser shall have resigned except for Yaron Conforti, who will remain a director and Chief Financial Officer of the Purchaser, and except for such other directors, officers and employees as agreed to by the Purchaser and IWHES;
- (n) no Common Shares will have been issued between the date of this Agreement and the Time of Closing at a price less than \$0.14 per Share without the prior written approval of IWHES and the Shareholders, and the only securities convertible, exchangeable or exercisable into Common Shares or preferred shares of the Purchaser which will be outstanding at the Time of Closing will be (i) 375,000 common share purchase options to acquire up to 375,000 Common Shares, and (ii) 1,200,000 common share purchase warrants to acquire up to 1,200,000 Common Shares;
- (o) the CSE shall have consented to the appointment of Lynn Mueller and Daryle Anderson as directors of the Purchaser;
- (p) at or before the Closing Time, the Purchaser shall have executed and delivered to IWHES the IWHES Shareholder Consents Agreements for each of the New IWHES Shareholders, if any; and
- (q) the Closing Date will be on or before the Termination Date.

The foregoing conditions precedent are for the joint benefit of IWHES and the Shareholders, and any such condition may be waived by IWHES and the Shareholders by written instrument signed by all of them, in whole or in part, without prejudice to IWHES’s and each Shareholders’ right to rely on any other condition in favour of IWHES and such Shareholder.

3.03 Notice and Cure Provisions

Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.01 or 3.02 and required to be fulfilled prior to the Time of Closing, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE IV CLOSING AND POST CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction will take place at the Time of Closing at the offices of McMillan LLP, Suite 1500, Royal Centre, 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered to the Shareholders and IWHES:

- (a) share certificates evidencing the Payment Shares registered in the names of the Shareholders (or as otherwise directed in writing by the Shareholders), provided, however, that certificates evidencing any Payment Shares required to be held in escrow in accordance with the requirements of the CSE, or otherwise, will be delivered directly to the Escrow Agent;
- (b) if required, an escrow agreement in a form satisfactory to the CSE, among the Purchaser, the Escrow Agent and such Shareholders as may be required by the CSE to be parties thereto, duly executed by the Purchaser;
- (c) evidence of the Shareholders' Approval;
- (d) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of the Purchaser (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of

the Transaction, including the issuance of the Payment Shares, and (iii) as to the incumbency and genuineness of the signature of each officer of Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;

- (e) the officer's certificates referred to in Sections 3.02(e) and 3.02(f);
- (f) evidence of the conditional approval of the CSE for the completion of the Transaction and the listing and posting for trading of the Common Shares (including the Payment Shares) on the CSE;
- (g) a certificate of status for the Purchaser; and
- (h) favourable legal opinions regarding the corporate existence and standing of the Purchaser, the corporate power and capacity of the Purchaser, and the due authorization, execution and delivery of this Agreement by the Purchaser from counsel to the Purchaser, in form and substance satisfactory to IWHES, the Shareholders and their counsel, each acting reasonably.

4.03 Closing Deliveries of IWHES

At the Time of Closing, IWHES will deliver or cause to be delivered to the Purchaser:

- (a) a certificate of one of IWHES's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the notice of articles and articles of IWHES (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of IWHES approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction; and (iii) as to the incumbency and genuineness of the signature of each officer of IWHES executing this Agreement or any of the other agreements or documents contemplated hereby;
- (b) the officer's certificates referred to in Sections 3.01(d) and 3.01(e);
- (c) a certificate of status for IWHES;
- (d) to the extent not previously delivered, such documents as may be required by applicable corporate and securities laws or the policies of the CSE necessary in relation to the appointment of nominees of IWHES as officers or to the board of directors of the Purchaser; and
- (e) favourable legal opinions regarding the corporate existence and standing of IWHES, the corporate power and capacity of IWHES, and the due authorization, execution and delivery of this Agreement by IWHES from counsel to IWHES, in form and substance satisfactory to the Purchaser and its counsel, each acting reasonably.

4.04 Closing Deliveries of the Shareholders

At the Time of Closing, each Shareholder will cause to be delivered:

- (a) one or more share certificates evidencing the Purchased Shares owned by such Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers; and

- (b) if required by the CSE to be delivered by such Shareholder, an escrow agreement in a form satisfactory to the CSE, among the Purchaser, the Escrow Agent and such Shareholder, duly executed by such Shareholder.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favour of each of the Shareholders and IWHES as follows and acknowledges that such parties are relying upon such representations and warranties in connection with the Transaction:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of British Columbia and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted and as proposed to be conducted after Closing;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any Material Contract of the Purchaser), licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;
- (e) the authorized capital of the Purchaser consists of an unlimited number of Common Shares and an unlimited number of preferred shares, of which, as of the date hereof 32,120,000 Common Shares and no preferred shares are issued and outstanding as fully paid and non-assessable;
- (f) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;

- (g) the only outstanding securities convertible, exchangeable or exercisable into Common Shares or preferred shares of the Purchaser are (i) 375,000 common share purchase options to acquire up to 375,000 Common Shares, and (ii) 1,200,000 common share purchase warrants to acquire up to 1,200,000 Common Shares. Other than as set out herein, no Common Shares or securities convertible, exercisable or exchangeable into Common Shares or preferred shares of the Purchaser are issued or outstanding;
- (h) the Purchaser is in compliance with its timely and continuous disclosure obligations under the securities laws of the Provinces of British Columbia, Alberta and Ontario and the policies of the CSE and, without limiting the generality of the foregoing, there has not occurred any “material change” (as defined under applicable securities legislation of the Provinces of British Columbia, Alberta or Ontario) which has not been publicly disclosed on a non-confidential basis and the statements collectively set forth in the Public Record are true, correct and complete in all material respects and, except as may have been corrected by subsequent disclosure, all the statements set forth in the Public Record were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Purchaser has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;
- (i) except for the holders of the securities referred to in Section 5.01(g) and the Finder’s Fee Shares, no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (j) the Purchaser does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and the Purchaser does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (k) the audited financial statements of the Purchaser as at and for the fiscal years ended October 31, 2014 and 2013, and the unaudited interim financial statements of the Purchaser as at and for the period ended April 30, 2015 (the “**Purchaser Financial Statements**”) have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with prior periods. The Purchaser Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Purchaser as at the respective dates thereof and results of operations of the Purchaser for the respective periods then ended. Since October 31, 2014, there has been no material alteration in the manner of keeping the books, accounts or records of the Purchaser or in its accounting policies or practices;
- (l) except as disclosed in the Purchaser Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser;
- (m) except as disclosed in the Purchaser Financial Statements, the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;

- (n) since April 30, 2015, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;
- (o) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (p) the Material Contracts of the Purchaser are in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the issuance of the Payment Shares, and the other transactions contemplated hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. The Purchaser has not violated or breached, in any material respect, any of the terms or conditions of any Material Contract of the Purchaser and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (q) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with Transaction and the other transactions contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (r) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (s) there is no suit, action or proceeding in progress, pending or threatened against the Purchaser or affecting its assets, properties or business, and, to the knowledge of the Purchaser, there is no basis therefor; and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against the Purchaser;
- (t) the Purchaser has good and marketable title to its properties and assets (other than property or an asset as to which the Purchaser is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (u) no person has any written or oral agreement, option, understanding or commitment for the purchase from the Purchaser of any of its assets or property;
- (v) the Purchaser has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and

registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such all permits, licences, certificates of authority, orders and approvals are in good standing in all material respects;

- (w) the Purchaser has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against the Purchaser in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. The Purchaser has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments. The Purchaser has not:
 - (i) made any election under Section 85 of the Tax Act with respect to the acquisition or disposition of any property;
 - (ii) acquired or had the use of any property from a person with whom it was not dealing at arm's length other than at fair market value; or
 - (iii) disposed of anything to a person with whom it was not dealing at arm's length for proceeds less than the fair market value thereof;
- (x) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (y) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors (and any committee thereof) and shareholders of the Purchaser; (ii) such minute books contain all written resolutions passed by the directors (and any committee thereof) and shareholders of the Purchaser; (iii) the share certificate books, if any, the central securities register and register of transfers, and branch registers, of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be.
- (z) all Books and Records of the Purchaser have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;

- (aa) other than pursuant to the Finder's Fee Agreement, the Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement; and
- (bb) the Purchaser is not a party to any written or oral contract of employment or any consulting agreement other than those written contracts and agreements of which copies have been provided to IWHES;
- (cc) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.02 Representations and Warranties of the Shareholders

Each of the Shareholders, on its own behalf and not on behalf of any other Shareholder, hereby severally (and, for greater certainty, not jointly with any other Shareholder) represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with the Transaction:

- (a) this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Shareholder and each is, or will be at the Time of Closing, a legal, valid and binding obligation of the Shareholder, enforceable against the Shareholder in accordance with its terms;
- (b) if the Shareholder is not an individual, the Shareholder is validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is, or is to become, a party to pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
- (c) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) if the Shareholder is not an individual, result in a breach or violation of the articles or by-laws of the Shareholder (or other constating documents of the Shareholder) or of any resolutions of the directors or shareholders of the Shareholder, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any IWHES Material Contract), license or permit to which the Shareholder is a party or by which the Shareholder is bound or to which any material assets or property of the Shareholder is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Shareholder;
- (d) with respect to Shareholders, the Shareholder is the registered and beneficial owner of that number of common shares of IWHES set forth opposite the Shareholder's name in Schedule "A" (such common share comprising part of the Purchased Shares), free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances of any nature whatsoever except as set out in the IWHES Shareholders' Agreement;
- (e) except for the Purchaser's rights hereunder and except as set out in the IWHES Shareholders' Agreement, no person has any agreement or option or any right or

privilege capable of becoming an agreement for the purchase of the common shares of IWHES (namely the Purchased Shares), held or beneficially owned by the Shareholder and none of such common shares of IWHES are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such common shares of IWHES;

- (f) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Shareholder is required to be obtained by the Shareholder in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Shareholder from performing its obligations under this Agreement;
- (g) except as Disclosed by the Shareholder to the Purchaser the Shareholder is not a “non-resident” of Canada within the meaning of the Tax Act;
- (h) except as Disclosed by the Shareholder to the Purchaser, no amounts are owing by IWHES to the Shareholder;
- (i) the Shareholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement; and
- (j) to the knowledge of the Shareholder, no representation or warranty of the Shareholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.03 Representations and Warranties of IWHES

IWHES represents and warrants to the Purchaser as follows, except as Disclosed, and acknowledges that the Purchaser is relying on such representations and warranties in connection with Transaction:

- (a) IWHES and each IWHES Subsidiary is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation and is duly registered, licensed or qualified to carry on business as an extra-provincial or out-of-state or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) IWHES has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted and as proposed to be conducted after Closing;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by IWHES and each is, or will be at the Time of Closing, a legal,

valid and binding obligation of IWHES, enforceable against IWHES in accordance with its terms;

- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the notice of articles or articles of IWHES or of any resolutions of the directors or shareholders of IWHES, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement (including any IWHES Material Contract), license or permit to which IWHES is a party or by which IWHES is bound or to which any material assets or property of IWHES is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to IWHES;
- (e) the authorized capital of IWHES consists of an unlimited number of common shares without par value, of which, as of the date of this Agreement, 100 common shares are issued and outstanding as fully paid and non-assessable;
- (f) other than as set out herein, no common shares of IWHES or securities convertible, exercisable or exchangeable into common shares of IWHES issued or outstanding;
- (g) other than the Debt Conversion Shares or as set out herein, no person (other than the Purchaser pursuant to this Agreement) has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of IWHES;
- (h) the authorized capital of IWWS (UK) Limited consists of 51 Class A Ordinary Shares, 20 Class B Ordinary Shares, 20 Class C Ordinary Shares and 9 Class D Ordinary Shares of £0.01 each, of which, as of the date of this Agreement, 51 Class Ordinary Shares, 20 Class B Ordinary Shares, 20 Class C Ordinary Shares and 9 Class D Ordinary Shares are issued and outstanding as fully paid and non-assessable, of which 51 Class A Ordinary Shares and 9 Class D Ordinary Shares are held by IWHES.
- (i) the authorized capital of Sharc Caledonia Limited consists of 6,000 Class A Ordinary Shares and 4,000 Class B Ordinary Shares of £1.00 each of which, as of the date of this Agreement, 6,000 Class A Ordinary Shares and 4,000 Class B Ordinary Shares are issued and outstanding as fully paid and non-assessable, of which 4,000 Class B Ordinary Shares are held by IWWS (UK) Limited;
- (j) other than the IWHES Subsidiaries, IWHES does not own, and has not at any time owned, and does not have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and IWHES does not have any agreements to acquire or lease any material assets or properties or any other business operations;
- (k) the consolidated financial statements of IWHES that have been provided by IWHES to the Purchaser (the “**IWHES Financial Statements**”) have been prepared in accordance with generally accepted accounting principles. The IWHES Financial Statements are true, correct and complete and present fairly the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of IWHES and the IWHES

Subsidiaries as at the respective dates thereof and results of operations of IWHES and the IWHES Subsidiaries for the respective periods then ended. Since the date of the IWHES Financial Statements, there has been no material alteration in the manner of keeping the books, accounts or records of IWHES and the IWHES Subsidiaries or in their accounting policies or practices;

- (l) except as disclosed in the IWHES Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to IWHES or the IWHES Subsidiaries;
- (m) except as disclosed in the IWHES Financial Statements, neither IWHES or either of the IWHES Subsidiaries is a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (n) since the date of the IWHES Financial Statements, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of IWHES or the IWHES Subsidiaries;
- (o) each of IWHES and the IWHES Subsidiaries has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (p) the Contracts listed in the Disclosure Letter (the “**IWHES Material Contracts**”) constitute all the Material Contracts of IWHES and the IWHES Subsidiaries. Each of the IWHES Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares and the issuance of the Payment Shares and the other transactions contemplated hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Neither IWHES or the IWHES Subsidiaries has violated or breached, in any material respect, any of the terms or conditions of any IWHES Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (q) there are no waivers, consents, notices or approvals required to be given or obtained by IWHES or the IWHES Subsidiaries in connection with the Transaction and the other transactions contemplated by this Agreement under any Contract to which IWHES or the IWHES Subsidiaries is a party;
- (r) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over IWHES is required to be obtained by IWHES in connection with the execution and delivery of this Agreement or the consummation of the Transaction, including, without limitation, the issuance of the Payment Shares, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay IWHES from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on IWHES;

- (s) there is no suit, action or proceeding in progress, pending or threatened against IWHES or the IWHES Subsidiaries or affecting the assets, properties or business of IWHES or the IWHES Subsidiaries, and, to the knowledge of IWHES, there is no basis therefor, and there is no judgment, decree, injunction, rule or order of any Governmental Authority outstanding against IWHES or the IWHES Subsidiaries causing, or which could reasonably be expected to cause, a Material Adverse Effect on IWHES or the IWHES Subsidiaries;
- (t) IWHES and each of the IWHES Subsidiaries has good and marketable title to its properties and assets (other than property or an asset as to which IWHES or the IWHES Subsidiary is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on IWHES or the IWHES Subsidiaries;
- (u) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from IWHES or the IWHES Subsidiaries of any of their respective assets or property;
- (v) IWHES and each of the IWHES Subsidiaries has all permits, licences, certificates of authority, orders and approvals of, and has made all filings, applications and registrations with, applicable Governmental Authorities and other persons that are required in order to permit it to carry on its business as presently conducted, except for such permits, licences, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on IWHES or the IWHES Subsidiaries, and all such permits, licenses, certificates of authority, orders and approvals are in good standing and fully complied with in all material respects;
- (w) IWHES and each of the IWHES Subsidiaries has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes which are due and payable and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits or claims asserted or assessed against IWHES or the IWHES Subsidiaries in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. IWHES and each of the IWHES Subsidiaries has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments. IWHES and each of the IWHES Subsidiaries have not:
 - (i) made any election under Section 86 of the Tax Act with respect to the acquisition or disposition of any property;
 - (ii) acquired or had the use of any property from a person with whom it was not dealing at arm's length other than at fair market value; or
 - (iii) disposed of anything to a person with whom it was not dealing at arm's length for proceeds less than the fair market value thereof;

- (x) neither IWHES or any IWHES Subsidiary has been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified IWHES or any IWHES Subsidiary of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on IWHES or the IWHES Subsidiaries;
- (y) IWHES and each of the IWHES Subsidiaries:
 - (i) and its business, operations, and properties are in material compliance with all Environmental Laws and all terms and conditions of any Environmental Permits;
 - (ii) has not received any order, request or notice from any person alleging a material violation of any Environmental Law;
 - (iii) (A) is not a party or subject to any litigation or administrative proceeding, nor is any litigation or administrative proceeding threatened against it or its property or assets, which in either case (1) asserts or alleges that it violated any Environmental Laws, (2) asserts or alleges that it is required to clean up, remove, or take remedial or other response action due to the Release of, any Hazardous Substances, or (3) asserts or alleges that it is required to pay all or a portion of the cost of any past, present or future cleanup, removal, or remedial or other response action which arises out of or is related to the Release of, any Hazardous Substances; (B) has no knowledge of any conditions existing currently which could reasonably be expected to subject it to damages, penalties, injunctive relief or cleanup costs under any Environmental Laws, or which require or are likely to require cleanup, removal, remedial action or other response by it pursuant to applicable Environmental Laws; and (C) is not subject to any judgment, decree, order or citation related to or arising out of applicable Environmental Law and has not been named or listed as a potentially responsible party by any Governmental Authority in a matter arising under any Environmental Laws; and
 - (iv) is not involved in operations and has no knowledge of any facts, circumstances or conditions, including any Release of Hazardous Substances, that would reasonably be expected to result in any Environmental Liabilities;
- (z) IWHES and the IWHES Subsidiaries have no employees other than as Disclosed and neither IWHES or the IWHES Subsidiaries is a party to any employment, management or consulting agreement of any kind whatsoever, save as Disclosed;
- (aa) the Corporate Records of IWHES and the IWHES Subsidiaries are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of IWHES and the IWHES Subsidiaries, and without limiting the generality of the foregoing: (i) the minute books of IWHES and the IWHES Subsidiaries contain complete and accurate minutes of all meetings of the directors and shareholders of IWHES and the IWHES Subsidiaries; (ii) such minute books contain all written resolutions passed by the directors and shareholders of IWHES and the IWHES Subsidiaries; (iii) the share certificate books, if any, securities register and register of transfers of IWHES and the IWHES Subsidiaries are complete and accurate, and all transfers of shares of IWHES the IWHES Subsidiaries have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all

former and present directors and officers of IWHES and the IWHES Subsidiaries were duly elected or appointed as the case may be;

- (bb) all Books and Records of IWHES and the IWHES Subsidiaries have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (cc) IWHES has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement;
- (dd) to the knowledge of IWHES, no representation or warranty of IWHES contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.
- (ee) the Disclosure Letter sets forth a complete list of all Business-Related IP, including:
 - (i) Owned IP that is either Registered IP or is material to either IWHES or its business, separately listed as follows:
 - (A) Registered IP, in each case with a description of the registration number, registration date, jurisdiction of registration, expiry date, and current status, and
 - (B) Owned IP other than Registered IP that is material to IWHES or its business, in each case with a description of the Owned IP and how it is used in the business of IWHES, and
 - (ii) In-Licensed IP, if any, including a description thereof and how it is used in the business of IWHES as well as a description of all material licence agreements or arrangements relating to IWHES's use thereof (the "**License Agreements**") including any ongoing royalties or fees arising from those License Agreements;
- (ff) IWHES:
 - (i) owns all of the right, title and interest in and to all of the Owned IP,
 - (ii) is licensed to use In-Licensed IP, if any, without payment of any royalty or fee not set out in the Disclosure Letter, and
 - (iii) except as set out in the Disclosure Letter, has not transferred, assigned, encumbered or granted any right, title or interest in the Business-Related IP or its interests therein in any way;
- (gg) except as set out in the Disclosure Letter, IWHES has secured from all persons (including all current and former employees, directors, officers, shareholders, consultants and advisors) who have in any way contributed to the creation, development or modification of any of the Owned IP (i) a legally-binding assignment of all IP rights (other than moral rights) that IWHES does not already own by operation of law (copies of which have been made available to the Purchaser) and (ii) a waiver of inalienable moral rights or *droits d'autuer* (such as the right to pseudonymity, attribution, and integrity);

- (hh) there is no IP that is material to the operation of the business of IWHES or the IWHES Subsidiaries other than the Business-Related IP listed in the Disclosure Letter;
- (ii)
 - (i) IWHES has not received notice from any person of any claim or any intention to commence any legal proceeding with respect to infringement, adverse ownership, invalidity, lack of distinctiveness, misappropriation or misuse regarding any of the Business-Related IP or challenging any of the Business-Related IP or the right of IWHES to use the Business-Related IP;
 - (ii) none of the operation, conduct and maintenance of the business of IWHES (including without limitation, the development, research, maintenance or provision of any Owned IP) as it is currently and, to the knowledge of IWHES, has historically been operated, conducted and maintained, nor the use by IWHES of the Owned IP (A) misappropriates any IP rights of any third party, whether registered or unregistered, or (B) violates any obligation of confidentiality to any other person;
 - (iii) IWHES has not commenced and does not intend to commence any claim or legal proceeding challenging the IP rights of any other person;
 - (iv) to the knowledge of IWHES, none of the operation, conduct and maintenance of the business of IWHES (including without limitation, the development, research, maintenance or provision of any Owned IP) as it is currently and has historically been operated, conducted and maintained, nor the use by IWHES of the Business-Related IP infringes, misuses or violates any IP rights of any third party, whether registered or unregistered;
- (jj) all Registered IP is valid, subsisting, in full force and effect (except with respect to applications), and has not expired or been cancelled or abandoned, and, in connection therewith, all necessary registration, maintenance and renewal fees have been paid, and all necessary documents and certificates in connection with such Registered IP have been filed with the relevant patent, copyright, trademark or other equivalent authorities in the applicable jurisdictions, as the case may be, for the purposes of perfecting, prosecuting and maintaining such Registered IP;
- (kk) the Registered IP has not been used or enforced, or to the knowledge of IWHES failed to be used or enforced, in a manner that would result in the abandonment, forfeiture, cancellation or loss of enforcement rights, or dedication to the public domain of such Registered IP that could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on IWHES;
- (ll) there are no restrictions on the ability of IWHES to transfer all rights in the Owned IP or (subject to any License Agreements disclosed in the Disclosure Letter) the In-Licensed IP (if any), and, to the knowledge of IWHES, the consummation of the transactions contemplated by this Agreement will not impair, compromise, restrict or adversely affect the Business-Related IP or IWHES's ability to use it in the business of IWHES in accordance with the past practices of IWHES;
- (mm) IWHES is not aware of any state of facts which casts doubt on the validity or enforceability of any of the Business-Related IP;

- (nn) IWHES has made available to the Purchaser a true and complete copy of all contracts, agreements and amendments thereto which comprise or relate to the Business-Related IP;
- (oo) all License Agreements are in good standing and in full force and effect, and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default by IWHES to the knowledge of IWHES (or, to the knowledge of IWHES, a default by any other party) under or breach of any of the License Agreements for any In-Licensed IP;
- (pp) except as set out in the Disclosure Letter, no current or former employee, director, officer, shareholder, consultant, advisor or non-arm's-length person of IWHES or any of its affiliates or predecessors is a direct or indirect licensor of any In-Licensed IP;
- (qq) there are no copyrights or trade secrets of any Person that form part of, or are necessary to market, distribute, use, license or convey, Owned IP or that would constitute joint ownership by or with any other person;
- (rr) IWHES has not received notice that there are any IP rights of any other person that form part of the Owned IP or that would constitute joint ownership by or with any other person or that would constitute rights to market, distribute, licence or convey the Owned IP, and no funding or facilities of any governmental authority or educational institution, nor any personnel of such entities or institutions in their capacity as personnel of such entities or institutions, were used, directly or indirectly, to develop or create, in whole or in part, any of the Owned IP;
- (ss) except as disclosed in the Disclosure Letter, there are no royalties, honoraria, fees or other payments payable by IWHES or the IWHES Subsidiaries to any person by reason of the ownership, marketing, distribution, use, licence, conveyance, sale or disposition of any products, services or Owned IP of IWHES;
- (tt) all Customer Data has been collected, used, disclosed and destroyed by IWHES and the IWHES Subsidiaries in accordance with the privacy policy or service agreement under which the Customer Data was collected, if applicable, as well as all applicable laws relating to such collection, use, disclosure or destruction, and the Disclosure Letter sets out a copy of IWHES's current privacy policy; and
- (uu) except as set out in the Disclosure Letter, all technical information of a confidential or proprietary nature developed by and belonging to IWHES or the IWHES Subsidiaries (except to the extent required to register it as disclosed as part of Registered IP under Section 5.03(ee)) has been kept confidential.

5.04 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto will survive the Closing of the Transaction until the date that is 12 months from the date of Closing. No claim for breach of any representation, warranty or covenant will be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 12-month period.

**ARTICLE VI
COVENANTS**

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, each of the parties will use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;
- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction; No party will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (e) to co-operate with each of the other parties hereto in good faith in order to ensure the timely completion of the Transaction;
- (f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement; and
- (g) in the case of IWHES and the Purchaser, to indemnify and hold harmless each of the other parties hereto (and, if applicable, such other parties' respective directors, officers, representatives and advisers) (collectively, the "**Non-Offending Persons**") from and against all claims, damages, liabilities, actions or demands to which the Non-Offending Persons may be subject insofar as such claims, damages, liabilities, actions or demands arise out of, or are based upon, the information supplied by IWHES or the Purchaser, as

applicable, for inclusion in the Disclosure Document having contained a misrepresentation. IWHES and the Purchaser will obtain and hold the rights and benefits of this subsection in trust for and on behalf of such parties' respective directors, officers, representatives and advisers.

6.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Shareholders and IWHES that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII it will:

- (a) in a timely and expeditious manner:
 - (i) prepare, in consultation with IWHES, the Disclosure Document in prescribed form and in form and content acceptable to IWHES, acting reasonably, and file the Disclosure Document with the applicable securities commissions and the CSE, as applicable, in accordance with all applicable laws and the policies of the CSE;
 - (ii) use commercially reasonable efforts to obtain the Shareholders' Approval;
 - (iii) file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective; and
 - (iv) file and/or deliver any document or documents required pursuant to applicable laws and/or the rules and policies of the CSE in connection with the Transaction as contemplated herein after the Closing;
- (b) ensure that the Disclosure Document does not contain a misrepresentation as it relates to the Purchaser, including in respect of its assets, liabilities, operations, business and properties;
- (c) make application to the CSE and diligently pursue the approval of the Transaction (including the obligation of the Purchaser to issue the Payment Shares) and the listing of the Common Shares on the CSE (including the Payment Shares);
- (d) at or prior to Closing, or as soon as reasonably practicable thereafter, change its name to "International Wastewater Systems Inc." or such other name as may be agreed between the Purchaser and IWHES;
- (e) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), furnish promptly to IWHES (on behalf of the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (g) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons;
- (h) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its notice of articles or articles as the same exist at the date of this Agreement;
- (i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares except upon the exercise of share purchase warrants or options or conversion of convertible securities of the Purchaser outstanding as of the date hereof; or
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares, except upon the exercise or conversion of convertible securities of the Purchaser outstanding as of the date hereof or as otherwise contemplated by this Agreement;
- (j) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Shareholders;
- (k) prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the Shareholders, in each case, on a basis exempt from the prospectus requirements of the applicable securities laws of provinces of Canada in which the Shareholders are resident;
- (l) use its commercially reasonable efforts to maintain its status as a “reporting issuer” (as defined under applicable securities legislation), not in default of the securities laws of the Provinces of British Columbia, Alberta and Ontario; and
- (m) not to authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any securities of the Purchaser (including those that are convertible or exchangeable into securities of the Purchaser), other than the Finder’s Fee Shares or pursuant to the exercise or conversion of share purchase warrants, options or convertible securities of the

Purchaser outstanding as of the date hereof, or as otherwise contemplated under this Agreement.

6.03 Covenants of IWHES

IWHES covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII it will:

- (a) in a timely and expeditious manner, assist the Purchaser in the preparation of the Disclosure Document with respect to the Transaction, including providing such information in relation to the business, affairs, assets and properties of IWHES and the IWHES Subsidiaries and such financial statements of IWHES and the IWHES Subsidiaries as may be necessary to comply with applicable laws and the policies of the CSE;
- (b) ensure that the Disclosure Document does not contain a misrepresentation as it relates to IWHES or the IWHES Subsidiaries, including in respect of their assets, liabilities, operations, business and properties;
- (c) deliver such documents as may be required by applicable corporate and securities laws or the policies of the CSE in connection with the Transaction, including any personal information forms or other documents required by the CSE;
- (d) to make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to IWHES and the IWHES Subsidiaries. IWHES will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to IWHES's and the the IWHES Subsidiaries' property, assets, undertaking, records and documents. At the request of the Purchaser, IWHES will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of IWHES's and the the IWHES Subsidiaries' business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of IWHES or the IWHES Subsidiaries maintained by governmental or other public authorities. The obligations in this Section 6.03(d) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance IWHES will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.03(d) will not mitigate or otherwise affect the representations and warranties of IWHES hereunder.
- (e) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance IWHES will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by IWHES in connection with or related to the Transaction, any filings under applicable laws and any dealings with any

Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;

- (f) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (g) conduct and operate its and the the IWHES Subsidiaries' business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and IWHES will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;
- (h) except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, not alter or amend its articles or by-laws as the same exist at the date of this Agreement;
- (i) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares; or
 - (iii) other than in connection with the issuance of the Debt Conversion Shares, issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares; and
- (j) take all necessary corporate action and proceedings to approve the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 Covenants of the Shareholders

Each of the Shareholders covenants and agrees with the other parties hereto that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII it will:

- (a) in a timely and expeditious manner, provide such information with respect to the Shareholder as the Purchaser may reasonably require in connection with the preparation of the Disclosure Document with respect to the Transaction and as may be necessary to comply with applicable laws and the policies of the CSE;

- (b) deliver such documents as may be required by applicable corporate and securities laws or the policies of the CSE in connection with the Transaction, including any personal information form or other documents required by the CSE;
- (c) enter into such escrow arrangements in respect of the Payment Shares as may be required in accordance with the policies of the CSE;
- (d) except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Shareholder will be required to disclose that information has been withheld on this basis), furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by such Shareholder in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting, the Transaction as contemplated herein;
- (e) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction; and
- (f) not encumber in any manner the Purchased Shares and ensure that at the Time of Closing the Purchased Shares are free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever.

ARTICLE VII TERMINATION

7.01 Termination

This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of IWHES and the Purchaser;
- (b) by either IWHES or the Purchaser if the Closing will not have been consummated on or prior to the Termination Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 7.01(b) will not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (c) by the Purchaser, if there has been a material breach by IWHES or the Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.01 which IWHES or the Shareholders, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;
- (d) by IWHES or any Shareholder if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the

documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.02 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by IWHES or a Shareholder; and

- (e) by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing will have become final and non-appealable; provided, however, that no party will be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto will have no further obligations under this Agreement, other than the obligations contained in Sections 9.03 and 9.08.

ARTICLE VIII EXCLUSIVITY AND ACCESS

8.01 Obligations of IWHES and Shareholders

Prior to the Termination Date, or the earlier termination of this Agreement, IWHES and the Shareholders will not, directly or indirectly, negotiate or deal with any party other than the Purchaser relating to an Alternative Transaction involving IWHES, the IWHES Subsidiaries or the sale by the Shareholders of any of their Purchased Shares, or solicit enquiries or provide information with respect to same.

8.02 Obligations of Purchaser

Prior to the Termination Date, or the earlier termination of this Agreement, the Purchaser will not, directly or indirectly, negotiate or deal with any party other than IWHES relating to an Alternative Transaction involving the Purchaser or the acquisition by the Purchaser of all or any part of the outstanding shares or assets or property of any other person, or solicit enquiries or provide information with respect to same.

ARTICLE IX GENERAL

9.01 Power of Attorney

Except as otherwise provided in this Agreement, each of the Shareholders hereby severally and irrevocably appoints IWHES and each of the officers and directors of IWHES as its agent and attorney to take any action that is required under the Agreement or to execute and deliver any documents on their behalf, including without limitation, for the purposes of all Closing matters (including without limitation, the receipt of certificates representing the Payment Shares) and deliveries of documents and do and cause to be done all such acts and things as may be necessary or desirable in connection with the closing matters for the Transaction. Without limiting the generality of the foregoing, IWHES may, on its own behalf and on behalf of the Shareholders, extend the Time of Closing, modify or waive any conditions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the Transaction (other than any escrow agreements required that a Shareholder

may be required to enter into), extend such time periods as may be contemplated herein or terminate this Agreement, in its absolute discretion, as it deems appropriate. Each of the Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by IWHES under this Agreement, will be final and binding upon the Shareholders so long as such decision or exercise was made in good faith. The Purchaser will have no duty to enquire into the validity of any document executed or other action taken by IWHES on behalf of the Shareholders pursuant to this Article IX.

9.02 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) will be in writing addressed as follows:

- (a) if to the Purchaser:

Amana Copper Ltd.
130-720 King Street West
Toronto, Ontario M5V 3S5
Attention: Yaron Conforti, CEO
E-mail: yaron@conforti.ca

with a courtesy copy (which copy will not constitute notice to the Purchaser) to:

McMillan LLP
1500 Royal Centre
1055 West Georgia Street
Vancouver, British Columbia V6E 4N7
Attention: Desmond Balakrishnan
E-mail: desmond.balakrishnan@mcmillan.ca; and

- (b) if to IWHES or the Shareholders:

c/o International Wastewater Heat Exchange Systems Inc.
1443 Spitfire Place
Port Coquitlam, British Columbia V3C 6L4
Attention: Lynn Mueller, President
E-mail: lynn@iwhes.com

with a courtesy copy (which copy will not constitute notice to IWHES or the Shareholders) to:

Holmes & King
1300 – 1111 West Georgia Street

Vancouver, British Columbia V6E 4M3
Attention: Terrence E. King
E-mail: teking@mhklaw.com;

or such other address as may be designated by notice given by either IWHES or the Purchaser to the other in accordance with this Section 9.02. Each notice will be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email will, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day.

Any notice delivered to IWHES in accordance with this Section 9.02 prior to the Time of Closing will be deemed to have been delivered to each of the Shareholders. The previous sentence of this Section 9.02 will not apply to a notice given as contemplated in Section 3.03 of the occurrence, or failure to occur, of any event or state of facts which would or would likely to cause any of the representations or warranties of any Shareholder to be untrue or inaccurate or result in the failure by any Shareholder to comply with or satisfy any covenant, condition or agreement, which notice will not be deemed to have been received by such Shareholder unless delivered to the address of such Shareholder as reflected in the books of IWHES (or after the Time of Closing, the books of the Purchaser). Any Shareholder may, from time to time, by notice given in accordance with this Section 9.02, designate or provide an address of such Shareholder for notices to be given after the Time of Closing.

9.03 Confidentiality

Each party to this Agreement (the “**Recipient**”) receiving confidential information, trade secrets or confidential financial or business documents (collectively, “**Confidential Information**”) from any other party to this Agreement (the “**Discloser**”) will keep confidential any Confidential Information received by it concerning the Discloser or its business and will not disclose such Confidential Information to any third party; provided that any of such Confidential Information may be disclosed to the Recipient’s directors, officers, employees, representatives and professional advisors who need to know such Confidential Information in connection with the Transaction contemplated hereby (provided the Recipient will use all reasonable efforts to ensure that such directors, officers, employees, representatives and professional advisors keep confidential such Confidential Information) and provided further that the Recipient will not be liable for disclosure of Confidential Information upon occurrence of one or more of the following events:

- (a) Confidential Information becoming generally known to the public other than through a breach of this Agreement;
- (b) Confidential Information being lawfully obtained by the Recipient from a third party or parties without breach of this Agreement by the Recipient, as shown by documentation sufficient to establish the third party as a source of Confidential Information;
- (c) Confidential Information being known to the Recipient prior to disclosure by the Discloser, as shown by documentation sufficient to establish such knowledge; or
- (d) the Discloser having provided their prior written approval for such disclosure by the Recipient.

In the event this Agreement is terminated in accordance with the provisions hereof, the Recipient will:

- (e) use all reasonable efforts to ensure that all documents prepared or obtained in the course of its investigations of the Discloser or its business and all copies thereof (except for copies that are maintained for archival purposes) are either destroyed or returned to the Discloser so as to insure that, so far as possible, any Confidential Information obtained during and as a result of such investigations by the directors, officers, employees, representatives and professional advisors of the Discloser is not disseminated beyond those individuals concerned with such investigations; and
- (f) not directly or indirectly, use for its own purposes, any Confidential Information, discovered or acquired by the directors, officers, employees representatives and

professional advisors of the Recipient as a result of the Discloser making available to them those documents and assets relating to the business of the Discloser.

9.04 Assignment

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto.

9.05 Binding Effect

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

9.06 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

9.07 Governing Law

This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and is to be treated in all respects as a British Columbia contract.

9.08 Expenses

The Purchaser will be responsible for and bear all costs and expenses directly relating to the Transaction, including legal expenses of IWHES and the Shareholders (not to exceed \$50,000), audit and accounting fees, CSE fees, transfer agent fees and printing fees, but otherwise each party will be responsible for and bear all of its own costs and expenses.

9.09 No Personal Liability

- (a) No director, officer, employee or agent of the Purchaser will have any personal liability whatsoever to IWHES or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of IWHES (in such capacity) will have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of IWHES.

9.10 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

9.11 Public Announcements

IWHES and the Purchaser will co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and will furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed;

provided that nothing contained herein will prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

9.12 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

9.13 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof including the letter agreement dated June 3, 2015 among the Purchaser and IWHEs. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

9.14 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

9.15 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered will be deemed an original and all of which counterparts together will be deemed to constitute one and the same instrument.

9.16 Independent Legal Advice

EACH SHAREHOLDER ACKNOWLEDGES, CONFIRMS AND AGREES THAT HE, SHE OR IT HAS HAD THE OPPORTUNITY TO SEEK AND WAS NOT PREVENTED OR DISCOURAGED BY ANY PARTY HERETO FROM SEEKING INDEPENDENT LEGAL ADVICE PRIOR TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THAT, IN THE EVENT THAT ANY SHAREHOLDER DID NOT AVAIL HIMSELF/HERSELF/ITSELF WITH THAT OPPORTUNITY PRIOR TO SIGNING THIS AGREEMENT, SUCH SHAREHOLDER DID SO VOLUNTARILY WITHOUT ANY UNDUE PRESSURE AND AGREES THAT SUCH SHAREHOLDER'S FAILURE TO OBTAIN INDEPENDENT LEGAL ADVICE WILL NOT BE USED BY HIM/HER/IT AS A DEFENCE TO THE ENFORCEMENT OF HIS/HER/ITS OBLIGATIONS UNDER THIS AGREEMENT.

[Signature page follows.]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

AMANA COPPER LTD.

INTERNATIONAL WASTEWATER HEAT EXCHANGE SYSTEMS INC.

Per: “Yaron Conforti”
Name: Yaron Conforti
Title: CEO, CFO and Director

Per: “Lynn Mueller”
Name: Lynn Mueller
Title: President

ECONOMIZER TECHNOLOGIES INC.

PACIFIC APPLIED SYSTEMS LTD.

Per: “Lynn Mueller”
Name: Lynn Mueller
Title: President

Per: “Paul Aucoin”
Name: Paul Aucoin
Title: President

Signed, Sealed and Delivered in his capacity as an)
IWHES Shareholder only by **DARYLE**)
ANDERSON in the presence of:)

“Jim Gallagher”)
Witness Signature)

“Daryle Anderson”)
DARYLE ANDERSON)

Jim Gallagher)
Witness Name (please print))

Signed, Sealed and Delivered in his capacity as an)
IWHES Shareholder only by **PAUL BERNARD**)
LEE in the presence of:)

“Mara Bautista Aramburo”)
Witness Signature)

“Paul Bernard Lee”)
PAUL BERNARD LEE)

Mara Bautista Aramburo)
Witness Name (please print))

SCHEDULE "A"

Shareholders of International Wastewater Heat Exchange Systems Inc.

Name of Shareholder	Address of Shareholder	Number of Purchased Shares⁽¹⁾	Number of Payment Shares
Economizer Technologies Inc.	1443 Spitfire Place, Port Coquitlam, BC V3C 6L4	30	7,500,000
Daryle Anderson	4638 Hastings Street, Vancouver, BC V5C 2K5	30	7,500,000
Pacific Applied Systems Ltd.	1638 Kebet Way, Port Coquitlam, BC V3C 5W9	10	2,500,000
Paul Bernard Lee	180 Swick Road, Kelowna, BC V1W 4J5	30	27,500,000 ⁽¹⁾

- (1) Paul Bernard Lee (a Shareholder) has entered into a Debt Settlement Agreement dated July 24, 2015 with IWHES pursuant to which the parties have agreed that Paul Bernard Lee will return his 30 common shares of IWHES to IWHES for cancellation and \$2,500,000 owing from IWHES to Paul Bernard Lee will be converted into 110 common shares of IWHES prior to Closing, and those 110 common shares of IWHES will be exchanged for 27,500,000 Payment Shares on Closing.

SCHEDULE "B"

IWHES SHAREHOLDERS CONSENT AGREEMENT

THIS AGREEMENT MADE EFFECTIVE AS OF _____, 2015
(the "Agreement").

BETWEEN:

AMANA COPPER LTD.

a corporation existing under the laws of British Columbia

(the "Purchaser")

AND:

**INTERNATIONAL WASTEWATER HEAT EXCHANGE
SYSTEMS INC.**

a corporation existing under the laws British Columbia

("IWHES")

AND:

THE NEW IWHES SHAREHOLDERS who have executed this
Agreement

(individually a "New IWHES Shareholder" and collectively the "New
IWHES Shareholders")

WHEREAS:

- A. The Purchaser, IWHES and the Shareholders entered into a Share Exchange Agreement dated effective September 4, 2015 and attached as Schedule "A" hereto (the "**Share Exchange Agreement**");
- B. Pursuant to the Share Exchange Agreement, IWHES agreed to the Transaction and further agreed to obtain the consent of all New IWHES Shareholders to the Transaction (as defined therein); and
- C. Each New IWHES Shareholder has agreed to provide such consent and to be bound by the terms of the Share Exchange Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

1. Unless specifically defined herein or unless the context otherwise requires, terms used herein which are defined in the Share Exchange Agreement shall have the meanings ascribed to such terms in the Share Exchange Agreement.

- 2. On the execution of this Agreement by a New IWHES Shareholder, such New IWHES Shareholder covenants and agrees that it shall be bound by all of the provisions of the Share Exchange Agreement as if such New IWHES Shareholder were an original party to the Share Exchange Agreement including, without limitation, all representations, warranties and covenants of the Shareholders contained therein.
- 3. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.
- 4. This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered will be deemed an original and all of which counterparts together will be deemed to constitute one and the same instrument.

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

AMANA COPPER LTD.

Per: _____
Authorized Signatory

INTERNATIONAL WASTEWATER HEAT EXCHANGE SYSTEMS INC.

Per: _____
Authorized Signatory

AND THE FOLLOWING NEW IWHES SHAREHOLDERS:

Name: _____

Number of Shares: _____

Address: _____

Signed: _____

DATE: _____

SCHEDULE "C"

EXECUTIVE EMPLOYMENT AGREEMENT

See Attached

EXECUTIVE EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective _____, 2015

BETWEEN:

AMANA COPPER LTD. (“Amana”) and **INTERNATIONAL WASTEWATER HEAT EXCHANGE SYSTEMS INC.** (“IWS”), British Columbia companies having their head offices at Suite 501, 1540 West 2nd Avenue, Vancouver, British Columbia, V6J 1H2 (Email: yaron@conforti.ca; Fax: 514-759-3518)

(together the “**Employers**”)

AND:

LYNN LYLE MUELLER, Businessman, 7651 Tweedsmuir Avenue, Richmond, British Columbia, V7A 1L1 (Email: lynnm@iwhes.com; Fax: 604-294-0042)

(the “**Executive**”)

WITNESSES THAT WHEREAS:

- A. The Executive is a founder, major shareholder, President and Chief Executive Officer (“**CEO**”) of IWS, which has entered into a letter of intent (the “**LOI**”) dated June 3, 2015 with Amana pursuant to which Amana has proposed terms and conditions (the “**Transaction Terms**”) for its intended acquisition of all of the issued and outstanding shares of IWS (the “**Transaction**”);
- B. The Employers recognize the valuable services that the Executive has provided and is continuing to provide to IWS as an employee of IWS, and the directors of IWS and Amana have determined that it is in the best interests of the Employers that the Executive continue to provide his services to IWS in an executive capacity and to commence to provide services to Amana in an executive capacity; and the Transaction Terms therefore include provision for the continued employment of the Executive as President and CEO of IWS and the employment of the Executive as President and CEO of Amana following completion (“**Closing**”) of the Transaction;
- C. The Employers and the Executive wish formally to record the terms on which the Executive's services will be made available to the Employers after Closing;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. **EMPLOYMENT**

- 1.1 **Position.** From and after Closing, the Employers will employ the Executive as President and CEO of each of IWS and Amana, reporting to the boards of directors of IWS or Amana (in each case, the “**Board**” of IWS or Amana and together the “**Boards**”), with such powers and duties in the conduct of such offices as are normally associated with such positions, and the Executive

agrees to serve as President and CEO of each of IWS and Amana, and to perform the duties ordinarily associated with those offices (the “**Services**”); and for greater certainty, the Executive shall take instruction from the Boards pursuant to resolutions validly passed the Boards which are consistent with this Agreement, and in no event shall the Executive be required to report to any other officer of the Employers.

1.2 Service. The Executive will use his best efforts to promote and advance the interests, business and affairs of the Employers; provided that notwithstanding any other provision of this Agreement, the Employers acknowledge and agree that the Executive may have other business interests and may engage in other business activities on his own behalf and/or on behalf of other persons, including without limitation the provision of executive services, and may invest in or otherwise acquire beneficial ownership interests in other business ventures, including ventures engaged in businesses similar to that of IWS, so long as such interests and activities:

- (a) do not prevent the Executive from executing the offices of President and CEO of the Employers; and
- (b) are not in direct competition with the business then carried on by IWS or in direct conflict with the interests of the Employers; and

and if any business interests and/or activities proposed to be carried on or acquired by the Executive are potentially in conflict with the interests of the Employers, the Executive will immediately disclose such potential conflict to the relevant Board(s).

1.3 Time Commitment. The Executive will devote a substantial portion of his working time, attention and ability to the business and affairs of the Employers, generally being five days per week, and the Executive recognizes and acknowledges that the nature of the Services are such that the Executive will be required to travel from time to time and that regular work hours may be impractical, with the result that Services will on occasion be required outside regular office hours.

1.4 Non-Disclosure of Confidential Information of the Employers. During the term of the Executive’s employment with the Employers and thereafter, the Executive will keep confidential and will not use for the benefit of the Executive or others, or divulge to others, any secret or confidential information pertaining to the business and intended business of the Employers without the express written authorization of Amana.

2. **TERM OF EMPLOYMENT**

2.1 Term. The Executive’s employment will continue for a period of five (5) years (the “**Initial Term**”) after the date of Closing (the “**Closing Date**”), subject to section 4.1 hereof and the right of either party to terminate the Executive’s employment as provided herein.

2.2 Renewal. Upon the expiry of the Initial Term, and on each subsequent anniversary of the Closing Date, the term of the Executive’s employment shall automatically be extended for one additional year (in each case a “**Subsequent Term**”, and all Subsequent Terms, together with the Initial Term, being herein referred to as the “**Term**”) unless, not more than eight months and not less than six months prior to any such date, either the Employers or the Executive shall have given written notice to the other that it does not wish to extend the term of this Agreement beyond the

expiry of the then current Term, and if such notice is given by the Employers, section 4.2 shall apply.

3. COMPENSATION AND BENEFITS

- 3.1 Salary. The Employers will pay to the Executive during the Initial Term, as remuneration for the Executive's services, a salary (the "**Salary**") of \$156,000.00 per year in lawful money of Canada, less statutory deductions, payable semi-monthly on the 15th and last day of each month of the Initial Term, pro-rated on a daily basis for any partial month; and after the Initial Term, the Salary shall be increased from time to time as determined by good faith negotiations between the Employers and the Executive.
- 3.2 Discretionary Bonus. The Board of either Amana or IWS, excluding the Executive, may in its sole discretion pay to the Executive an annual bonus (each a "**Bonus**") based on the performance of IWS and having regard to compensation of executives in similar positions in similar industries; provided that payment of any Bonus and the amount of any Bonus will be gratuitous and will be wholly within the discretion of the Board of Amana or IWS, as the case may be, excluding the Executive.
- 3.3 Group Insurance Benefits. The Employers will continue to provide the Executive with medical, dental, life, extended health and disability insurance benefits made available to senior executive employees of the Employers from time to time (including coverage for medical costs incurred while travelling on Employers business outside Canada for such things as hospitalization and medication and, where required, evacuation), subject in each case to the terms and conditions set out in the plan(s) in effect with the Employers, as amended by the Employers in their sole discretion from time to time (the "**Benefits**"); and the Executive will be entitled to receive other fringe benefits, if any, generally provided to senior executives of the Employers.
- 3.4 Directors' Liability Insurance. The Employers will take out and maintain during the Term directors' and officers' liability insurance with such coverage and otherwise in accordance with industry norms for publicly traded Canadian companies carrying on business similar to the business carried on (and to be carried on in the future) by IWS internationally.
- 3.5 Vacation. In addition to statutory holidays, the Executive will be entitled to and will take six (6) weeks vacation per year at such time or times during the year as may be acceptable to the Employers.
- 3.6 Expenses & Dues. The Employers will reimburse the Executive for reasonable appropriate travel and other reasonable expenses actually, properly and necessarily incurred by the Executive in connection with the performance of the Executive's duties (including membership dues for industry associations and the like) upon delivery to the Employers by the Executive of such receipts, vouchers or other evidence as are reasonably required by the Employers to substantiate such expenses; and without limiting the generality of the foregoing:
- (a) the Employers will pay up to \$1000 per month plus applicable taxes to or to the order of the Executive to cover the cost of leasing a vehicle for the Executive's use, in the name of the Employers or the Executive at the option of the Executive; and

- (b) the Employers will provide the Executive with business class air travel tickets, or the equivalent, for all flights in excess of four hours scheduled duration taken by the Executive in the provision of the Services.

3.7 Stock Options. Amana will, not later than 30 days next following the Closing Date, grant incentive options to the Executive to purchase up to 3,500,000 common shares of Amana at a price per share equal to the lowest closing price of Amana's shares between the Closing Date and the thirtieth day after the Closing Date; and Amana may at its sole discretion from time to time thereafter grant to the Executive options to acquire additional securities of Amana and participation in other stock based compensation plans (in each case, "**Options**") on such terms and conditions as may be established Amana and in keeping with all legal and stock exchange requirements applicable to Amana and the granting of options; provided that the Executive shall be entitled to hold that number of Options from time to time which is, at a minimum, equal to the number of Options held by the next senior executive of Amana and any subsidiary of Amana (prior to taking into account any exercise of Options).

3.8 Review of Compensation and Benefits. The Employers will meet on an annual basis with the Executive to review the level of compensation and benefits set out in this section 3, and in particular to consider increases to the Salary and the Benefits, all having regard to the Executive's performance; provided that the Salary shall in no event be less than \$156,000 per year during the Initial Term, the Salary shall in no event be increased less frequently than annually on each anniversary of the last day of the Initial Term and the Salary shall not on any such anniversary be increased by an amount less than the increase (if any) in the Canadian consumer price index published by Statistics Canada since the date of the immediately preceding increase (and in the case of the first anniversary of the last day of the Initial Term, since the date of this Agreement).

3.9 Indemnification by Employers. The Employers will jointly and severally indemnify and save the Executive harmless from and against any and all claims of every nature and kind which may be made against him by any person, firm, corporation or government, or by any governmental department, agent or instrumentality, including the Crown in any of its capacities, arising out of or in any way connected with the management, business, operation, activities or existence of the Employers, except to the extent that such claims may arise by reason of gross negligence or willful default on the part of the Executive.

4. TERMINATION OF EMPLOYMENT

4.1 Termination by Death or Retirement. Notwithstanding any other provision hereof, the Executive's employment will be terminated

- (a) immediately upon the death of the Executive; or
- (b) at the end of the month in which the Executive becomes seventy-five (75) years old;

whichever shall first occur; provided that, having regard to the fact that the Executive will be required to travel extensively on Employers business, in the event that the Executive shall die by reason of any cause whatsoever while so traveling or by reason of any illness, affliction or injury contracted or suffered while so traveling, or as a result of such travel, then the Employers' obligations under this Agreement shall not terminate, and notwithstanding the fact that the Executive will not be available to provide the services to be provided hereunder, the Employers

will after such death pay to the estate of the Executive, or to a person designated in writing by the Executive prior to his death, in addition to any Salary and other debts having accrued and remaining unpaid at the time of such death:

- (a) if death occurs prior to the second anniversary of the date of this Agreement:
 - (i) an amount equal to one hundred percent (100%) of the Salary which would have been payable to or for the benefit of the Executive between the date of death and the second anniversary of the date of this Agreement, as and when such payments would have been made to the Executive if he had remained alive; and
 - (ii) an amount equal to one hundred percent (100%) of the Salary which would have been payable to or for the benefit of the Executive over the two years immediately following the initial Term, as and when such payments would have been made to the Executive if he had remained alive and the Term of this Agreement had been extended for such additional two year period at the annual Salary applicable at the end of the initial two year term; and
- (b) if death occurs after the second anniversary of the date of this Agreement, an amount equal to one hundred percent (100%) of the Salary which would have been payable to or for the benefit of the Executive over the two years immediately following the date of death, as and when such payments would have been made to the Executive if he had remained alive and the term of this Agreement had been extended for such additional two year period after death at the annual Salary applicable at the date of death;

such amount being agreed by the parties to be a genuine pre-estimate of the liquidated damages which would be suffered by the Executive in such circumstances and not a penalty; and further provided that the Employers may take out and maintain a policy or policies of insurance on the life of the Executive for the purpose of making such payments.

4.2 Termination by the Employers for Just Cause. Notwithstanding any other provision of this Agreement, the Employers may terminate the Executive's employment with the Employers at any time before the expiry of the term of this Agreement without any further payments to the Executive (other than payments to be made in respect of obligations arising prior to the date of termination) for cause which constitutes just cause for termination at law, but only if such termination is approved by majority vote of the Boards (excluding the Executive) and the Employers give written notice to the Executive specifying in detail the act or acts which the Employers alleges constitute just cause for termination of employment of the Executive at law.

4.3 Termination by the Employers Without Cause. The Employers may terminate the Executive's employment with the Employers at any time after the end of the Initial Term without just cause only by giving not less than one month's written notice of termination to the Executive and paying to the Executive, at the time of giving such written notice, that amount which is equal to the greater of:

- (a) one hundred percent (100%) of the Salary which would otherwise be payable to the Executive over the ensuing period of twelve months at the Executive's then current Salary; or

- (b) the equivalent of one month's Salary for each year and partial year of employment of the Executive by the Employers;

in either case by lump sum payment or by continuing to pay the Salary in accordance with this Agreement, and the Employers will in either case continue to provide and pay for Benefits for the Executive for a period of twelve months or the period calculated pursuant to clause (b) above, whichever is longer; and for the purposes of this Agreement, the Employers shall be deemed to have terminated the Executive's employment with the Employers if the scope of authority or duties of the Executive are materially altered from those contemplated by this Agreement (to an extent which would constitute constructive dismissal), or if prior to the fifth anniversary of the Closing Date the Executive ceases to be a director of either of the Employers by reason other than resignation or ceasing to be qualified pursuant to the provisions of the *Business Corporations Act* (British Columbia) (or successor legislation).

4.4 Resignation of Offices and Directorships. If the Executive's employment is terminated for any reason other than that set out in section 4.1(a), the Executive will immediately resign all offices and directorships held in the Employers and any affiliated companies of the Employers.

4.5 Accrued Amounts. Upon termination of the Executive's employment for any reason, the Employers will:

- (a) pay the Executive any declared but unpaid Bonus;
- (b) pay the Executive an amount of Salary proportionate to the Executive's accrued but unused vacation time; and
- (c) pay the Executive any amounts which have not been reimbursed by the Employers pursuant to section 3.5 for such expenses incurred up to the date of termination; and

unless the Executive's employment shall have been terminated for "just cause" in accordance with section 4.2, the Executive's Options will remain exercisable for one year after the date of termination and any Options which would otherwise vest within one year after the date of termination will, upon termination, immediately vest and become exercisable.

5. GENERAL PROVISIONS

5.1 Further Assurances. Each party will execute all further documents and do all further things as may be necessary to carry out the intent of this Agreement.

5.2 Joint Obligations / Remedies Cumulative. Amana and IWS are jointly and severally liable for all obligations of the Employers hereunder and the rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or equity or otherwise.

5.3 Assignment. Neither the Employers nor the Executive may assign any rights under this Agreement or delegate to others any of their respective obligations.

5.4 Entire Agreement and Amendments. This Agreement contains the entire agreement between the parties and supersedes and cancels any and all prior expectations, understandings,

communications, representations and agreements, whether written or oral, with respect to the employment of the Executive by the Employers; and this Agreement may not be altered or modified except by agreement in writing signed by all parties.

- 5.5 Severability. If any provision of this Agreement is unenforceable or invalid for any reason whatsoever, such unenforceability or invalidity will not affect the enforceability or validity of the remaining provisions of this Agreement and such provisions will be severable from the remainder of this Agreement.
- 5.6 Governing Law. This Agreement shall be subject to, governed by and interpreted, construed and enforced in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein, and the parties irrevocably attorn to the jurisdiction of the Courts of British Columbia, Vancouver Registry.
- 5.7 Time. Time is of the essence of this Agreement.
- 5.8 Captions. Headings and captions in this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.
- 5.9 Enurement. This Agreement will enure to the benefit of and be binding upon the parties, the heirs, executors, administrators and personal representatives of the Executive and the successors, assigns and legal representatives of the Employers.
- 5.10 Waiver. No waiver of any provision of this Agreement is binding unless it is in writing and signed by all the parties to this Agreement. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of a similar provision.
- 5.11 Notice. All notices and demands required or permitted to be given under this Agreement will be in writing and may be delivered personally, or by facsimile transmission:
- (a) to the Employers, at the Amana address first set forth above, Attention: Board of Directors
 - (b) to the Executive, at his address first set forth above.

Any notice given by facsimile transmission will be deemed to have been given and received on the first business day immediately following the day of the facsimile transmission. Any notice delivered personally shall be deemed to have been given and received on the day of delivery.

- 5.12 Agreement Voluntary and Equitable. The Employers and the Executive acknowledge that they have carefully considered and understand the terms of employment contained in this Agreement including, without limitation, the Executive's rights upon termination and the restrictions on the Executive after termination, and acknowledge that the terms of employment and rights and restrictions upon termination are mutually fair and equitable and that they have each executed this Agreement voluntarily and of their own free will; and the Executive acknowledges that the Executive has been given adequate opportunity to obtain independent legal advice and was not prevented or discouraged from obtaining independent legal advice before executing this

Agreement and that if the Executive did not avail himself of such opportunity, he did so voluntarily and shall be forever estopped from raising such failure as a defence to any action arising from the terms of this Agreement or the enforcement thereof.

- 5.13 Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument; and this Agreement may be executed and transmitted by facsimile transmission, with the same effect as if the parties had delivered an executed original Agreement.

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

AMANA COPPER LTD.

Per:

**INTERNATIONAL WASTEWATER HEAT
EXCHANGE SYSTEMS INC.**

Per:

Authorized Signatory

Authorized Signatory

LYNN LYLE MUELLER

SCHEDULE "D"

CONSULTING AGREEMENT

See Attached

SERVICE AGREEMENT

THIS AGREEMENT made as of and dated for reference the ___ day of _____, 2015

BETWEEN:

AMANA COPPER LTD. (“Amana”) and **INTERNATIONAL WASTEWATER HEAT EXCHANGE SYSTEMS INC.** (“IWS”), British Columbia companies having their head offices at Suite 501, 1540 West 2nd Avenue, Vancouver, British Columbia, V6J 1H2 (Email: yaron@conforti.ca; Fax: 514-759-3518)

(together the “**Companies**”)

AND:

CIR MECHANICAL LTD., a British Columbia company having its head office at 4638 Hastings Street, Burnaby, British Columbia, V5C 2K5 (Email: _____; Fax: 604-294-0042)

(the “**Consultant**”)

AND:

DARYLE ANDERSON, Businessman, 4638 Hastings Street, Burnaby, British Columbia, V5C 2K5 (Email: _____; Fax: 604-294-0042)

(the “**Representative**”)

WITNESSES THAT WHEREAS:

- A. The Representative is a major shareholder and director of IWS, which has entered into a letter of intent (the “**LOI**”) dated June 3, 2015 with Amana pursuant to which Amana has proposed terms and conditions (the “**Transaction Terms**”) for its intended acquisition of all of the issued and outstanding shares of IWS (the “**Transaction**”);
- B. The Companies recognize the significant financial contribution made by the Representative and companies controlled by the Representative to IWS, and the valuable contract services that companies controlled by the Representative have provided and continue to provide to and for the benefit of IWS;
- C. The Consultant has retained the services of the Representative and is entitled to make his services available to third parties, including the Companies;
- D. The directors of the Companies have determined that it is in the best interests of the Companies that the Companies avail themselves of commercial and industrial plumbing and heating consulting services (“**Services**”) from the Consultant, and the Transaction Terms therefore include provision for this Agreement effective from and after completion (“**Closing**”) of the Transaction;

- E. In consideration of, and as a condition to, the Companies entering into this Agreement with the Consultant, the Representative has agreed to become a party to this Agreement as hereinafter provided;
- F. The Companies and the Representative wish to formally record the terms on which the Representative's services will be made available to and for the benefit of the Companies after Closing;

NOW THEREFORE in consideration of the premises and the mutual covenants and agreements set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. APPOINTMENT

1.1 The Companies hereby retain the Consultant to provide Services to and for the benefit of the Companies and the Consultant hereby accepts such appointment and agrees to provide such Services on the terms set out in this Agreement.

1.2 The Services to be provided by the Consultant hereunder will be provided primarily by the Representative and will involve working with and advising Lynn Meuller (the “**President**”) in respect of such matters as may be agreed from time to time by the Representative and the President, including:

- advising on research and development activities;

- advising on proposed projects and related budgets;

- advising on the development of growth strategies and marketing plans, in that regard, advising on the recruitment, evaluation and hiring of additional personnel as necessary or desirable;

- advising on the development, implementation, monitoring and enforcement of compliance with corporate policies relating to fieldwork, including safety policies for field work and environmental policies;

provided that the Services will be restricted to advisory services only and, for greater certainty, the Consultant and/or the Representative, and/or any associated or affiliated companies of the Consultant and/or the Representative, will be entitled to contract separately with IWS and/or Amana to provide services of the kind heretofore provided to IWS and as may hereafter be agreed and approved as required by the *Business Corporations Act* (British Columbia), and to be compensated separately for such services.

1.3 The Consultant will not be required to devote, or to cause the Representative to devote, any particular amount of time to performing the Services, but will make the Representative reasonably available at the request of the President, subject to reasonable advance notice and taking into account the Representative's obligations to the business of the Consultant and associated or affiliated companies of the Consultant.

2. TERM AND TERMINATION

- 2.1 The term of this Agreement will commence on the date of Closing (the “**Closing Date**”) and continue will continue for a period of five (5) years (the “**Term**”) after the Closing Date.
- 2.2 The Companies will not have the right to terminate the Services or this Agreement during the Term for any reason whatsoever.
- 2.3 The Services will terminate on the fifth anniversary of the Closing Date.

3. FEE

- 3.1 The Companies will pay a monthly fee (the “**Fee**”) in the amount of \$7,500 (Canadian funds) to the Consultant throughout the Term.
- 3.2 The Fee shall be paid in arrears on the last business day of each month throughout the Term or in such other manner as may be mutually agreed upon in writing, together with Canadian federal goods and services taxes and any and all other taxes payable by the Companies in respect thereof (collectively “**GST**”).
- 3.3 The Companies will reimburse the Consultant for appropriate communications, travel and other expenses actually, properly and necessarily incurred by the Consultant in the provision of the Services.
- 3.4 The Consultant will furnish such receipts, vouchers or other evidence as is reasonably required by the Companies and sufficient for audit purposes to substantiate expenses for which reimbursement is sought.
- 3.5 The Consultant will provide its own office space and equipment for the use of the Representative in performing the Services, at no cost to the Companies.
- 3.6 The Consultant will be responsible for the payment of any and all income taxes, sales taxes, GST, value added, excise and goods and services taxes, employment insurance, Canada pension plan and workers compensation contributions and all other taxes, charges and contributions whatsoever now or hereafter payable in connection with the Fee and any other payments whatsoever received from the Companies.
- 3.7 The Consultant and the Representative will indemnify and hold the Companies harmless from and against all assessments, claims, liabilities, costs, expenses and damages that the Companies may suffer or incur with respect to any such taxes and contributions, and the Consultant agrees that the Companies may set off any such assessments, claims, liabilities, costs, expenses and damages against any fees or other amounts payable by the Companies to the Consultant.

4. INDEPENDENT CONTRACTOR

- 4.1 The Consultant’s relationship with the Companies is that of an independent contractor and not that of an employee, and the Representative will for all purposes be an employee of the Consultant and not an employee of either of the Companies.

4.2 The Consultant represents to the Companies that it does now and will hereafter carry on other businesses and/or provide services to other persons in addition to providing the Services to the Companies.

4.3 The Representative is not, and will not represent himself as, an agent of the Companies, or as being in any other way authorized to bind the Companies.

5. **ASSIGNMENT**

5.1 The Consultant shall be entitled to assign any or all of its rights hereunder (including entitlement to the Fee) to any person, either directly or indirectly, but the Consultant shall not be entitled to assign any of its obligations hereunder.

5.2 The Companies shall not be entitled to assign, either directly or indirectly, any of their rights or obligations hereunder to any person.

6. **CONFIDENTIALITY**

6.1 The Consultant and the Representative acknowledge that they may have access to secret or confidential information pertaining to the business and intended business of the which is the property of the Companies (the “**Confidential Information**”) During the term of the Executive’s employment with the Employers and thereafter, the Executive will keep confidential and will not use for the benefit of the Executive or others, or divulge to others, any secret or confidential information pertaining to the business and intended business of the Employers without the express written authorization of Amana.

6.2 The Companies will:

- (a) identify as confidential and/or material any information relating to the business or affairs of the Companies which it provides to the Consultant and which would affect the ability of the Consultant to trade in securities of Amana; and
- (b) promptly advise the Consultant of any trading blackout or trading halt imposed by or upon Amana.

6.3 The Consultant and the Representative agree will not disclose any Confidential Information to any person other than:

- (a) a government or other authority where such disclosure is required by law and where there is no reasonable alternative to such disclosure;
- (b) employees of or contractors to, or professional advisors to, the Companies in connection with the performance of their duties;
- (c) if compelled to do so in any judicial proceedings before a court or government agency of competent jurisdiction; or
- (d) with the consent of Amana.

- 6.4 The Consultant and the Representative will not be obliged to keep in confidence and will not incur any liability for disclosure of Confidential Information which:
- (a) has been published or is otherwise generally known to the public at the time of its disclosure to the Consultant or the Representative;
 - (b) comes into the public domain without any breach of this Agreement; or
 - (c) becomes known or available to the Consultant or the Representative, other than as a result of the activities of the Consultant or the Representative hereunder, without any breach of this Agreement.
- 6.5 The Consultant and the Representative will not use, copy, duplicate, reproduce, translate or adapt, either directly or indirectly, any Confidential Information for any purpose other than providing the Services, without the Companies' prior written consent

7. WORK PRODUCT

- 7.1 All information, knowledge, data of a technical or industrial nature, made by, conceived, contributed to or created by, the Consultant or the Representative, either solely or with others, in whole or in part, in the course of providing the Services (the "**Work Product**"), will be and remain the exclusive property of the Companies.
- 7.2 All copyrights and other intellectual property rights anywhere in the world in connection with the Work Product and the Confidential Information are and will be the sole property of the Companies and the Consultant and the Representative hereby assign any and all right, title and interest the Consultant or the Representative may have or hereafter acquire in and to the Work Product and Confidential Information to the Companies.
- 7.3 The Consultant and the Representative hereby waive any and all moral rights and agree never to assert any moral rights which they may have in the Work Product.

8. RESPONSIBILITIES/NO CONFLICT

- 8.1 The Consultant will be obligated to report only to the President.
- 8.2 The Services will be performed by the Representative or such other individual as the President and the Consultant jointly determine from time to time.
- 8.3 The Consultant and the Representative agree to:
- (a) comply with all terms of this Agreement; and
 - (b) comply with all policies of the Companies as the same may be adopted or amended from time to time.
- 8.4 The Consultant and the Representative shall be free to provide services to other persons, but neither the Consultant nor the Representative will, during the term of this Agreement, perform a service or provide advice to any person, firm or corporation where the performance of that service or the provision of that advice gives rise to a conflict of interest between the obligations of the

Consultant or the Representative to the Company under this Agreement and the obligations of the Consultant or the Representative to any other person.

9. NOTICES

9.1 Any notice, payment, or any other instruments that either party may be required or may desire to give or deliver to the other will be conclusively deemed validly given or delivered to and received by the addressee, if delivered personally on the date of such personal delivery or, if mailed, on the third business day after the mailing in British Columbia by prepaid post addressed, or if delivered via facsimile or email transmission, on the day following the day on which it was sent, to the party at its address set forth on the first page of this Agreement.

9.2 Any party may, from time to time, advise the other by notice in writing of any change of address of the party giving that notice and from and after the giving of that notice the address therein specified will be conclusively deemed to be the address of the party giving that notice.

10. INDEPENDENT LEGAL ADVICE

10.1 The Consultant and the Representative acknowledge that, in executing this Agreement, they have obtained or had the opportunity to obtain independent legal advice in connection with this Agreement, and further acknowledge that they have each read, understood and agree to be bound by all of the terms and conditions contained herein.

11. GENERAL

11.1 This Agreement will not be construed against any party by reason of the drafting or preparation hereof.

11.2 This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and is to be treated in all respects as a British Columbia contract; and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of British Columbia, Vancouver Registry.

11.3 This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

11.4 No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless it is in writing signed by all parties.

11.5 The parties hereto on request by the other will execute and deliver all such further documents and instruments and do all such further acts and things as each party may reasonably require to evidence, carry-out and give full effect to the terms, conditions, intent and meaning of this Agreement.

11.6 Time is of the essence of this Agreement.

11.7 This Agreement sets forth the entire agreement and understanding between the parties relating to the subject matter herein and supersedes all written or oral prior agreements, discussions or understandings with respect thereto, and all other similar agreements between the parties with respect to the subject matter hereof.

- 11.8 If any provision of this Agreement is held invalid or unenforceable, it will be severed and the remaining provisions or portions of this Agreement will be unaffected thereby and will remain in full force and effect.
- 11.9 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed and transmitted by facsimile transmission, with the same effect as if the parties had delivered an executed original Agreement.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement effective as of the date first set forth above.

AMANA COPPER LTD.

Per:

**INTERNATIONAL WASTEWATER HEAT
EXCHANGE SYSTEMS INC.**

Per:

Yaran Conforti, Director, Authorized Signatory

Lynn Mueller, President

CIR MECHANICAL LTD.

Per:

DARYLE ANDERSON

Daryle Anderson, President