0941092 B.C. LTD.

NOTICE OF MEETING

AND

MANAGEMENT INFORMATION CIRCULAR

FOR

AN ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

IN RESPECT OF IN RESPECT OF AN ANNUAL GENERAL MEETING OF 0941092 B.C. LTD.

AND

AN ARRANGEMENT

BETWEEN

0941092 B.C. LTD.

AND

ACQUA EXPORT ACQUISITION CORP., BREOSLA OIL ACQUISITION CORP., FORBAIRT DEVELOPMENT ACQUISITION CORP., LAIDINEACH INVESTMENT ACQUISITION CORP., SAIBHIR ART ACQUISITION CORP., AND TEAGHLACH ASSET ACQUISITION CORP.

AND

AN AMALGAMATION BETWEEN ACQUA EXPORT ACQUISITION CORP. AND CDN WATER CORP.

AND

AN AMALGAMATION BETWEEN BREOSLA OIL ACQUISITION CORP. AND GLOBAL ENERGY ENHANCEMENT CORP.

AND

AN AMALGAMATION BETWEEN FORBAIRT DEVELOPMENT ACQUISITION CORP. AND GENESIS INCOME PROPERTIES INC.

AND

AN AMALGAMATION BETWEEN LAIDINEACH INVESTMENT ACQUISITION CORP. AND rTREES PRODUCERS LIMITED

July 14, 2014

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0941092 B.C. LTD.
500-900 West Hastings Street
Vancouver, British Columbia V6C 1E5

NOTICE OF AN ANNUAL GENERAL AND SPECIAL MEETING OF SHAREHOLDERS

To: The Shareholders of 0941092 B.C. Ltd.

TAKE NOTICE that pursuant to an order of the Supreme Court of British Columbia dated June 27, 2014, an annual general and special meeting (the "**Meeting**") of shareholders (the "**BC0941092 Shareholders**") of 0941092 B.C. Ltd. (the "**Company**") will be held in the offices of Computershare Investor Services Inc., 510 Burrard Street, 2nd Floor, Vancouver, British Columbia, on August 12, 2014, at 11:00 a.m. (Vancouver time), for the following purposes:

1. to receive and consider the report of the directors and the financial statements of the Company, together with the auditor's report thereon, for the financial year ended April 30, 2014;
2. to fix the number of directors at three;
3. to elect directors for the ensuing year;
4. to appoint the auditor for the ensuing year and authorize the directors to fix the remuneration of the auditor;
5. to approve and ratify the Company's stock option plan;
6. to consider and, if thought fit, pass, with or without variation, a special resolution approving an arrangement (the "**Plan of Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**Act**") which involves, among other things, the distribution to the BC0941092 Shareholders shares of Acqua Export Acquisition Corp. ("**Acqua**"), Breosla Oil Acquisition Corp. ("**Breosla**"), Forbairt Development Acquisition Corp. ("**Forbairt**"), Laidineach Investment Acquisition Corp. ("**Laidineach**"), Saibhir Art Acquisition Corp. ("**Saibhir**"), and Teaghlach Asset Acquisition Corp. ("**Teaghlach**"), currently wholly–owned subsidiaries of the Company, all as more fully set forth in the accompanying management information circular (the "**Circular**") of the Company;
7. to consider and, if thought fit, pass, with or without variation, a special resolution, the text of which is set forth in the Circular, approving an amalgamation of Acqua and Cdn Water Corp. to form Cdn Water Corp. ("CWC");
8. to consider and, if thought fit, pass, with or without variation, a special resolution, the full text of which is set forth in the accompanying Circular, to approve the continuance of Breosla out of the province of British Columbia and into the jurisdiction of Ontario under the *Business Corporations Act* (Ontario);
9. to consider and, if thought fit, pass, with or without variation, a special resolution, the text of which is set forth in the Circular, approving an amalgamation of Breosla and Global Energy Enhancement Corp. to form Global Energy Enhancement Corp. ("GEE");
10. to consider and, if thought fit, pass, with or without variation, a special resolution, the text of which is set forth in the Circular, approving an amalgamation of Forbairt and Genesis Income Properties Inc. to form Genesis Income Properties Inc. ("GNP");
11. to consider and, if thought fit, pass, with or without variation, a special resolution, the full text of which is set forth in the accompanying Circular, to approve the continuance of Laidineach out of the province of British Columbia and into the jurisdiction of Saskatchewan under the *Business Corporations Act* (Saskatchewan);
12. to consider and, if thought fit, pass, with or without variation, a special resolution, the text of which is set forth in the Circular, approving an amalgamation of Laidineach and rTrees Producers Limited to form rTrees Producers Limited ("RTE");
13. to consider and, if thought fit, pass, with or without variation, an ordinary resolution to approve, ratify and affirm stock option plans for the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach; and
14. to transact such other business as may properly come before the Meeting or at any adjournment(s) or postponement(s) thereof.

AND TAKE NOTICE that BC0941092 Shareholders who validly dissent from the Plan of Arrangement will be entitled to be paid the fair value of their BC0941092 shares subject to strict compliance with the provisions of the interim order (as set forth herein), the Plan of Arrangement and sections 237 to 247 of the Act. The dissent rights are described in Schedule "C" of the information circular. Failure to comply strictly with the requirements set forth in the Plan of Arrangement and sections 237 to 247 of the Act may result in the loss of any right of dissent.

The information circular provides additional information relating to the matters to be dealt with at the Meeting and is deemed to form part of this notice. Also accompanying this notice and the information circular is a form of proxy for use at the Meeting.

Any adjourned meeting resulting from an adjournment of the Meeting will be held at a time and place to be specified at the Meeting. Only BC0941092 Shareholders of record at the close of business on June 30, 2014, will be entitled to receive notice of and vote at the Meeting.

Registered BC0941092 Shareholders unable to attend the Meeting are requested to date, sign and return the enclosed form of proxy and deliver it in accordance with the instructions set out in the proxy and in the information circular. If you are a non–registered BC0941092 Shareholder and receive these materials through your broker or through another intermediary, please complete and return the materials in accordance with the instructions provided to you by your broker or the other intermediary. Failure to do so may result in your shares of the Company not being voted at the Meeting.

Dated at Vancouver, British Columbia, this 14th day of July, 2014.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "Donald Gordon"
Donald Gordon
Chief Executive Officer

No. _____
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: ARRANGEMENT AMONG 0941092 B.C. LTD. (THE "PETITIONER"), ACQUA EXPORT ACQUISITION CORP., BREOSLA OIL ACQUISITION CORP., FORBAIRT DEVELOPMENT ACQUISITION CORP., LAIDINEACH INVESTMENT ACQUISITION CORP., SAIBHIR ART ACQUISITION CORP., TEAGHLACH ASSET ACQUISITION CORP., AND THE SHAREHOLDERS OF 0941092 B.C. LTD.

NOTICE OF HEARING

To: **ACQUA EXPORT ACQUISITION CORP.**

BREOSLA OIL ACQUISITION CORP.

FORBAIRT DEVELOPMENT ACQUISITION CORP.

LAIDINEACH INVESTMENT ACQUISITION CORP.

SAIBHIR ART ACQUISITION CORP.

TEAGHLACH ASSET ACQUISITION CORP.

SHAREHOLDERS OF 0941092 B.C. LTD.

TAKE NOTICE that a Petition has been filed by 0941092 B.C. Ltd. (the **"Petitioner"**) in the Supreme Court of British Columbia for approval of the plan of arrangement (the **"Arrangement"**), pursuant to the *Business Corporations Act,* S.B.C 2002, Chapter 57, as amended.

AND FURTHER TAKE NOTICE that by an Interim Order of the Supreme Court of British Columbia, pronounced on June 27, 2014, the Court has given directions as to the calling of annual general and special meeting of the holders of commons shares in the capital of the Petitioner (the **"Shareholders"**) for the purpose, *inter alia,* of considering and voting upon the Arrangement and approving the Arrangement.

AND TAKE FURTHER NOTICE that the petition of 0941092 B.C. LTD. dated June 25, 2014 for a Final Order approving the Arrangement and for a determination that the terms and conditions of the Arrangement are fair to the Shareholders shall be heard before the presiding judge in Chambers at the courthouse at 800 Smithe Street, Vancouver, British Columbia on August 12, 2014 at 9:45 a.m. or as soon thereafter as counsel may be heard.

A copy of the said petition and other documents in the proceedings will be furnished to any shareholder upon request in writing to the Petitioner at the address of the Petitioner at 500 – 900 West Hastings Street, Vancouver, BC V6C 1E5.

1. Date of hearing

[ ] The parties have agreed as to the date of the hearing of the petition.

[ ] The parties have been unable to agree as to the date of the hearing but notice of the hearing will be given to the petition respondents in accordance with Rule 16-1 (8) (b) of the Supreme Court Civil Rules.
[ ] The petition is unopposed, by consent or without notice.

The date of the hearing has been determined pursuant to the Interim Order.

2. Duration of hearing

[ ] It has been agreed by the parties that the hearing will take .....[time estimate]..... .
[ ] The parties have been unable to agree as to how long the hearing will take and
(a) the time estimate of the petitioner(s) is 20 minutes, and
(b) the time estimate of the petition respondent(s) is ..... minutes.
[ ] the petition respondent(s) has(ve) not given a time estimate.

It is not known whether the matter will be contested and it is estimated by the Petitioner that the hearing will take 20 minutes.

3. Jurisdiction

[ ] This matter is within the jurisdiction of a master.
[X] This matter is not within the jurisdiction of a master.

Date: June 25, 2014

Signature of
[ ] petitioner [X] lawyer for petitioner(s)
MOUANE SENGSAVANG

No. _____

Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: ARRANGEMENT AMONG 0941092 B.C. LTD. (THE "PETITIONER"), ACQUA EXPORT ACQUISITION CORP., BREOSLA OIL ACQUISITION CORP., FORBAIRT DEVELOPMENT ACQUISITION CORP., LAIDINEACH INVESTMENT ACQUISITION CORP., SAIBHIR ART ACQUISITION CORP., TEAGHLACH ASSET ACQUISITION CORP., AND THE SHAREHOLDERS OF 0941092 B.C. LTD.

NOTICE OF HEARING

Buttonwood Law Corporation
Barristers & Solicitors
1984 Yonge Street
Toronto, ON M4S 1Z7
Tel. 604-908-9209

0941092 B.C. LTD.
Suite 500-900 West Hastings Street
Vancouver, British Columbia V6C 1E5

This Circular is furnished in connection with the solicitation of proxies by management of 0941092 B.C. Ltd. for use at an annual general and special meeting of shareholders of the Company to be held on August 12, 2014.

Unless the context otherwise requires, capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Glossary of Terms in this Circular.

In considering whether to vote for the approval of the Arrangement, BC0941092 Shareholders should be aware that there are various risks, including those described in the Section entitled "Risk Factors" in this Circular. BC0941092 Shareholders should carefully consider these risk factors, together with other information included in this Circular, before deciding whether to approve the Arrangement.

INFORMATION CONCERNING FORWARD–LOOKING STATEMENTS

This Circular contains forward-looking information, which is disclosure regarding possible events, conditions or financial performance that is based on assumptions about future economic conditions and courses of action. Often, but not always, forward-looking information can be identified by the use of words such as "plans", "expects" or "does not expect", "is expected", "estimates", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases, or statements that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved. Examples of such forward-looking information in this Circular includes disclosure relating to the following:

- the terms of the Arrangement;
- the terms of the amalgamations between Acqua and Cdn Water Corp., Breosla and Global Energy Enhancement Corp., Forbairt and Genesis Income Properties Inc., and Laidineach and rTrees Producers Limited;
- the shareholder approval requirements;
- the Exchange approval requirements;
- the names of the subsidiaries going forward;
- the inter-corporate relationships of the subsidiaries going forward;
- the securities of the subsidiaries going forward;
- the business and operations of the subsidiaries going forward;
- the business and operations of CWC, GEE, GNP, and RTE going forward;
- the pro forma consolidated capitalization of the subsidiaries going forward;
- the pro forma consolidated capitalization of CWC, GEE, GNP, and RTE going forward;
- the funds available to the Company and the subsidiaries and the principal purposes of those funds;
- the funds available to CWC, GEE, GNP, and RTE and the principal purposes of those funds;
- the principal securityholders of the subsidiaries going forward;
- the principal securityholders of CWC, GEE, GNP, and RTE going forward;
- the directors and officers of the subsidiaries going forward;
- the directors and officers of CWC, GEE, GNP, and RTE going forward;
- the proposed executive compensation structure of the subsidiaries going forward;
- the proposed executive compensation structure of CWC, GEE, GNP, and RTE going forward;
- the escrowed securities of the subsidiaries going forward;
- the escrowed securities of CWC, GEE, GNP, and RTE going forward;
- the auditor of the subsidiaries going forward;
- the auditor of CWC, GEE, GNP, and RTE going forward;
- the transfer agent and registrar of the subsidiaries going forward; and
- the transfer agent and registrar of CWC, GEE, GNP, and RTE going forward.

Actual results and developments are likely to differ, and may differ materially, from those expressed or implied by the forward-looking information contained in this Circular. The forward-looking information in this Circular is based on a number of assumptions which may prove to be incorrect, including, but not limited to the following:

- general economic conditions;
- the ability of Company to complete the Arrangement;
- the ability of the parties to complete the Arrangement, including obtaining shareholder approval and court approval;
- the ability of Acqua, Bresola, Forbairt, and Laidineach to complete the amalgamations, including obtaining shareholder approval and court approval;
- the ability of the parties to satisfy the minimum listing requirements of the Exchange;
- the ability of the Company and the subsidiaries to successfully continue operations after the Arrangement; and manage risks associated with their businesses and operations going forward;
- the ability of CWC, GEE, GNP, and RTE to successfully continue operations after the Arrangement; and manage risks associated with their businesses and operations going forward;
- the ability of the Company and the subsidiaries to obtain necessary financing going forward; and
- the ability of CWC, GEE, GNP, and RTE to obtain necessary financing going forward

Forward-looking information involves known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach to be materially different from any future results, performance or achievements expressed or implied by the forward-looking information. Some of these risks, include, but are not limited to the following:

- The parties may not be able to complete the Arrangement on the terms specified in this Circular or at all;
- Acqua, Breosla, Forbairt, and Laidineach may not be able to complete the amalgamations on the terms specified in this Circular or at all;
- the parties may not be able to satisfy the minimum listing requirements of the Exchange;
- the parties will need additional financing going forward, and may not be able to secure such financing on terms acceptable to them;
- the success of the parties depends on the successful implementation of their business plans; and
- the parties are subject to various political, economic and regulatory changes in their respective industries that could force them to modify their business plans.

The factors identified above are not intended to represent a complete list of the factors that could affect the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. Additional risk factors are noted under the heading “Risk Factors” on page 14. The factors identified above are not intended to represent a complete list of the factors that could affect the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach.

Should one or more of these risks or uncertainties materialize, or should assumptions underlying the forward-looking information prove incorrect, actual results, performance or achievement may vary materially from those expressed or implied by the forward-looking information contained in this Circular. These risk factors should be carefully considered and readers are cautioned not to place undue reliance on forward-looking information, which speaks only as of the date of this Circular. All subsequent forward-looking information attributable to the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach herein is expressly qualified in its entirety by the cautionary statements contained in or referred to herein. The Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach do not undertake any obligation to release publicly any revisions to this forward-looking information to reflect events or circumstances that occur after the date of this Circular or to reflect the occurrence of unanticipated events, except as may be required under applicable securities laws.

INFORMATION CONTAINED IN THIS CIRCULAR

The information contained in this Circular is given as at July 14, 2014, unless otherwise noted.

No person has been authorized to give any information or to make any representation in connection with the Arrangement and other matters described herein other than those contained in this Circular and, if given or made, any such information or representation should be considered not to have been authorized by the Company.

This Circular does not constitute the solicitation of an offer to purchase any securities or the solicitation of a proxy by any person in any jurisdiction in which such solicitation is not authorized or in which the person making such solicitation is not qualified to do so or to any person to whom it is unlawful to make such solicitation.

Information contained in this Circular should not be construed as legal, tax or financial advice and BC0941092 Shareholders are urged to consult their own professional advisers in connection therewith.

Descriptions in the body of this Circular of the terms of the Arrangement Agreement and the Plan of Arrangement are merely summaries of the terms of those documents. BC0941092 Shareholders should refer to the full text of the Arrangement Agreement and the Plan of Arrangement for complete details of those documents. A copy of the Arrangement Agreement has been filed on SEDAR (www.sedar.com) and the Plan of Arrangement is attached as Schedule "A" to the Arrangement Agreement.

GLOSSARY OF TERMS

The following is a glossary of general terms and abbreviations used in this Circular:

"**Act**" means the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57, as may be amended or replaced from time to time;

"**Acqua**" means Acqua Export Acquisition Corp., a private company incorporated under the Act;

"**Acqua Commitment**" means the covenant of Acqua to issue Acqua Shares to the holders of BC0941092 Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and Acqua Shares upon such exercise;

"**Acqua Option Plan Resolution**" means an ordinary resolution to be considered by the BC0941092 Shareholders to approve the Acqua Option Plan, the full text of which is set out in Schedule "A" to this Circular;

"**Acqua Shareholder**" means a holder of Acqua Shares;

"**Acqua Shares**" means the common shares without par value in the authorized share structure of Acqua, as constituted on the date of the Arrangement Agreement;

"**Acqua Stock Option Plan**" means the proposed common share purchase option plan of Acqua, which is subject to BC0941092 Shareholder approval;

"**Amalgamated Companies**" means collectively, CWC, GEE, GNP, and RTE;

"**Amalgamation of Acqua and CDN**" means the amalgamation between Acqua and Cdn Water Corp. to form CWC as contemplated by the Amalgamation Agreement between Acqua and Cdn Water Corp.;

"**Amalgamation of Breosla and Global**" means the amalgamation between Breosla and Global Energy Enhancement Corp. to form GEE as contemplated by the Amalgamation Agreement between Breosla and Global Energy Enhancement Corp.;

"**Amalgamation of Forbairt and Genesis**" means the amalgamation between Forbairt and Genesis Income Properties Inc. to form GNP as contemplated by the Amalgamation Agreement between Forbairt and Genesis Income Properties Inc.;

"**Amalgamation of Laidineach and rTrees**" means the amalgamation between Laidineach and rTrees Producers Limited to form RTE as contemplated by the Amalgamation Agreement between Laidineach and rTrees Producers Limited;

"**Amalgamation Agreement between Acqua and CDN**" means the amalgamation agreement between Acqua and Cdn Water Corp.;

"**Amalgamation Agreement between Breosla and Global**" means the amalgamation agreement between Breosla and Global Energy Enhancement Corp.;

"**Amalgamation Agreement between Forbairt and Genesis**" means the amalgamation agreement between Forbairt and Genesis Income Properties Inc.;

"**Amalgamation Agreement between Laidineach and rTrees**" means the amalgamation agreement between Laidineach and rTrees Producers Limited;

"**Amalgamation Application of Acqua and CDN**" means, collectively a (i) Form 13 Amalgamation Application without Court Approval together with the signatures of the authorized signatories of each of Acqua and Cdn Water Corp., (ii) a statutory declaration of an officer or director of each of Acqua and Cdn Water Corp., (iii) a covering letter to Registrar of Companies for an application for amalgamation, and (iv) the applicable filing fee payable to the Minister of Finance;

"**Amalgamation Application of Breosla and Global**" means, collectively (i) a completed Form 1 – Initial Registered Office Address and First Board of Directors, (ii) a completed Form 4 – Articles of Amalgamation, (iii) a statutory declaration of an officer or director of each of Breosla and Global Energy Enhancement Corp., (iv) a covering letter to the Director appointed under section 278 of the *Business Corporations Act* (Ontario) for an application for amalgamation, and (v) the applicable filing fee payable to the Ministry of Government Services of Ontario;

"**Amalgamation Application of Forbairt and Genesis**" means, collectively a (i) Form 13 Amalgamation Application without Court Approval together with the signatures of the authorized signatories of each of Forbairt and Genesis Income Properties Inc., (ii) a statutory declaration of an officer or director of each of Forbairt and Genesis Income Properties Inc., (iii) a covering letter to Registrar of Companies for an application for amalgamation, and (iv) the applicable filing fee payable to the Minister of Finance;

"**Amalgamation Application of Laidineach and rTrees**" means, collectively a (i) completed Notice of Registered Office (Form 3), (ii) completed Notice of Directors (Form 6), (iii) statutory declaration of a director or authorized officer of each of Laidineach and rTrees Producers Limited in accordance with subsection 179(2) of the *Business Corporations Act* (Saskatchewan), and (iv) the applicable filing fee payable to the Information Services Corporation of Saskatchewan;

"**Amalgamations**" means, collectively (i) the Amalgamation of Acqua and Cdn Water Corp. (ii) the Amalgamation of Breosla and Global Energy Enhancement Corp. (iii) the Amalgamation of Forbairt and Genesis Income Properties Inc. and (iv) the Amalgamation of Laidineach and rTrees Producers Limited;

"**Amalgamation Agreements**" means, collectively (i) the Amalgamation Agreement between Acqua and Cdn Water Corp. (ii) the Amalgamation Agreement between Breosla and Global Energy Enhancement Corp. (iii) the Amalgamation Agreement between Forbairt and Genesis Income Properties Inc. and (iv) the Amalgamation Agreement between Laidineach and rTrees Producers Limited;

"**Amalgamation Applications**" means, collectively (i) the Amalgamation Application of Acqua and Cdn Water Corp. (ii) the Amalgamation Application of Breosla and Global Energy Enhancement Corp. (iii) the Amalgamation Application of Forbairt and Genesis Income Properties Inc. and (iv) the Amalgamation Application of Laidineach and rTrees Producers Limited;

"**Amalgamation Resolution**" means the special resolution to be considered by the BC0941092 Shareholders to approve the Amalgamations, the full text of which is set out in Schedule "A" to this Circular;

"**Arrangement**" means the arrangement under the Arrangement Provisions pursuant to which the Company proposes to reorganize its business and assets, and which is set out in detail in the Plan of Arrangement;

"**Arrangement Agreement**" means the arrangement agreement dated effective May 5, 2014 between the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, and as amended and restated on June 25, 2014, a copy of which is available on SEDAR under the Company's profile at www.sedar.com, and any amendment(s) or variation(s) thereto;

"**Arrangement Provisions**" means Part 9, Division 5 of the Act;

"**Arrangement Resolution**" means the special resolution to be considered by the BC0941092 Shareholders to approve the Arrangement, the full text of which is set out in Schedule "A" to this Circular;

"**Articles of Continuance of Breosla**" means Form 6 under the OBCA, to be filed by Breosla with the Director appointed under section 278 of the *Business Corporations Act* (Ontario), indicating that Breosla wishes to continue as an Ontario corporation and discontinue its corporate existence in British Columbia;

"**Articles of Continuance of Laidineach**" means Form 11 under the *Business Corporations Act* (Saskatchewan), to be filed by Laidineach with the Director of Corporations appointed pursuant to section 279 of the *Business Corporations Act* (Saskatchewan), indicating that Laidineach wishes to continue as a Saskatchewan corporation and discontinue its corporate existence in British Columbia;

"**Assets**" means the assets of the Company to be transferred to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach pursuant to the Arrangement, as set out in Schedule "B" of the Arrangement Agreement;

"**BC0941092 Options**" means the outstanding stock options, whether or not vested, to acquire BC0941092 Shares;

"**BC0941092 Shares**" means the common shares without par value in the authorized share structure of the Company, as constituted on the date of the Arrangement Agreement;

"**BC0941092 Share Commitments**" means an obligation of the Company to issue New Shares and to deliver Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares to the holders of BC0941092 Options and BC0941092 Warrants which are outstanding on the Effective Date, upon the exercise of such stock options and warrants;

"**BC0941092 Warrants**" means the common share purchase warrants of BC0941092 outstanding on the Effective Date;

"**Beneficial Shareholder**" means a BC0941092 Shareholder who is not a Registered Shareholder;

"**Board**" means the board of directors of the Company;

"**Breosla**" means Breosla Oil Acquisition Corp., a private company incorporated under the Act;

"**Breosla Commitment**" means the covenant of Breosla to issue Breosla Shares to the holders of BC0941092 Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and Breosla Shares upon such exercise;

"**Breosla Option Plan Resolution**" means an ordinary resolution to be considered by the BC0941092 Shareholders to approve the Breosla Option Plan, the full text of which is set out in Schedule "A" to this Circular;

"**Breosla Shareholder**" means a holder of Breosla Shares;

"**Breosla Shares**" means the common shares without par value in the authorized share structure of Breosla, as constituted on the date of the Arrangement Agreement;

"**Breosla Stock Option Plan**" means the proposed common share purchase option plan of Breosla, which is subject to BC0941092 Shareholder approval;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Vancouver, British Columbia;

"**Circular**" means this management information circular;

"**CSE**" **or** "**Exchange**" means the Canadian Securities Exchange;

"**Company**" or "**BC0941092**" means 0941092 B.C. Ltd.;

"**Computershare**" means Computershare Trust Company of Canada;

"**Continuance Resolution**" means the special resolution to be considered by the BC0941092 Shareholders to approve the continuance of Breosla out of the province of British Columbia and into the province of Ontario, and the continuance of Laidineach out of the province of British Columbia and into the province of Saskatchewan, the full text of which is set out in Schedule "A" to this Circular;

"**Conversion Factor**" means the number arrived at by dividing the number of issued BC0941092 Shares as of the close of business on the Share Distribution Record Date by 8,576,567;

"**Court**" means the Supreme Court of British Columbia;

"**CWC**" means the resulting company following the Amalgamation of Acqua and Cdn Water Corp., the name of which shall be Cdn Water Corp., as described in this Circular, after all accompanying changes have been made and require approvals received;

"**Dissenting Shareholder**" means a BC0941092 Shareholder who validly exercises rights of dissent under the Arrangement and who will be entitled to be paid fair value for his, her or its BC0941092 Shares in accordance with the Interim Order and the Plan of Arrangement;

"**Dissenting Shares**" means the BC0941092 Shares in respect of which Dissenting Shareholders have exercised a right of dissent;

"**Effective Date**" means the date upon which the Arrangement becomes effective under the Act;

"Effective Time" means 10:00 a.m. (Vancouver time) on the Effective Date;

"**Exchange Factor**" means the number arrived at by dividing 8,576,567 by the number of issued BC0941092 Shares as of the close of business on the Share Distribution Record Date;

"**Final Order**" means the final order of the Court approving the Arrangement;

"**Forbairt**" means Forbairt Development Acquisition Corp., a private company incorporated under the Act;

"**Forbairt Commitment**" means the covenant of Forbairt to issue Forbairt Shares to the holders of BC0941092 Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and Forbairt Shares upon such exercise;

"**Forbairt Option Plan Resolution**" means an ordinary resolution to be considered by the BC0941092 Shareholders to approve the Forbairt Option Plan, the full text of which is set out in Schedule "A" to this Circular;

"**Forbairt Shareholder**" means a holder of Forbairt Shares;

"**Forbairt Shares**" means the common shares without par value in the authorized share structure of Forbairt, as constituted on the date of the Arrangement Agreement;

"**Forbairt Stock Option Plan**" means the proposed common share purchase option plan of Forbairt, which is subject to BC0941092 Shareholder approval;

"**GEE**" means the resulting company following the Amalgamation of Breosla and Global Energy Enhancement Corp., the name of which shall be Global Energy Enhancement Corp. as described in this Circular, after all accompanying changes have been made and required approvals received;

"**GNP**" means the resulting company following the Amalgamation of Forbairt and Genesis Income Properties Inc., the name of which shall be Genesis Income Properties Inc. as described in this Circular, after all accompanying changes have been made and required approvals received;

"**Interim Order**" means the interim order of the Court pursuant to the Act in respect of the Arrangement dated June 27, 2014, a copy of which is attached to this Circular as Schedule "B";

"**Intermediaries**" refers to brokers, investment firms, clearing houses and similar entities that own securities on behalf of Beneficial Shareholders;

"**Laidineach**" means Laidineach Investment Acquisition Corp., a private company incorporated under the Act;

"**Laidineach Commitment**" means the covenant of Laidineach to issue Laidineach Shares to the holders of BC0941092 Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and Laidineach Shares upon such exercise;

"**Laidineach Option Plan Resolution**" means an ordinary resolution to be considered by the BC0941092 Shareholders to approve the Laidineach Option Plan, the full text of which is set out in Schedule "A" to this Circular;

"**Laidineach Shareholder**" means a holder of Laidineach Shares;

"**Laidineach Shares**" means the common shares without par value in the authorized share structure of Laidineach, as constituted on the date of the Arrangement Agreement;

"**Laidineach Stock Option Plan**" means the proposed common share purchase option plan of Laidineach, which is subject to BC0941092 Shareholder approval;

"**Meeting**" or "**BC0941092 Meeting**" means the annual and special meeting of the BC0941092 Shareholders to be held on August 12, 2014, and any adjournment(s) or postponement(s) thereof;

"**New Shares**" means the new class of common shares without par value which the Company will create pursuant to §3.1 of the Plan of Arrangement and which, immediately after the Effective Date, will be identical in every relevant respect to the BC0941092 Shares;

"**Notice of Meeting**" means the notice of annual and special meeting of the BC0941092 Shareholders in respect of the Meeting;

"**Paid-Up Capital**" means "paid-up capital" as that term is defined in the *Income Tax Act* of Canada;

"**Plan of Arrangement**" means the plan of arrangement attached as Schedule "A" to the Arrangement Agreement, which Arrangement Agreement is available on SEDAR under the Company's profile at www.sedar.com, and any amendment(s) or variation(s) thereto;

"**Proxy**" means the form of proxy accompanying this Circular;

"**Registered Shareholder**" means a registered holder of BC0941092 Shares as recorded in the shareholder register of the Company maintained by Computershare;

"**Registrar**" means the Registrar of Companies for the Province of British Columbia duly appointed under the Act;

"**RTE**" means the resulting company following the Amalgamation of Laidineach and rTrees Producers Limited, the name of which shall be rTrees Producers Limited as described in this Circular, after all accompanying changes have been made and required approvals received;

"**Saibhir**" means Saibhir Art Acquisition Corp., a private company incorporated under the Act;

"**Saibhir Commitment**" means the covenant of Saibhir to issue Saibhir Shares to the holders of BC0941092 Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and Saibhir Shares upon such exercise;

"**Saibhir Option Plan Resolution**" means an ordinary resolution to be considered by the BC0941092 Shareholders to approve the Saibhir Option Plan, the full text of which is set out in Schedule "A" to this Circular;

"**Saibhir Shareholder**" means a holder of Saibhir Shares;

"**Saibhir Shares**" means the common shares without par value in the authorized share structure of Saibhir, as constituted on the date of the Arrangement Agreement;

"**Saibhir Stock Option Plan**" means the proposed common share purchase option plan of Saibhir, which is subject to BC0941092 Shareholder approval;

"**SEC**" means the United States Securities and Exchange Commission;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval of the Canadian Securities Administrators;

"**Share Distribution Record Date**" means the close of business on the day which is ten Business Days after the date of the BC0941092 Meeting or such other date as agreed to by BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, which date will be used to establish the BC0941092 Shareholders who will be entitled to receive Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares pursuant to the Plan of Arrangement;

"**Tax Act**" means the *Income Tax Act* (Canada), as may be amended, or replaced, from time to time;

"**Teaghlach**" means Teaghlach Asset Acquisition Corp., a private company incorporated under the Act;

"**Teaghlach Commitment**" means the covenant of Teaghlach to issue Teaghlach Shares to the holders of BC0941092 Share Commitments who exercise their rights there under after the Effective Date, and are entitled pursuant to the corporate reorganization provisions thereof to receive New Shares and Teaghlach Shares upon such exercise;

"**Teaghlach Option Plan Resolution**" means an ordinary resolution to be considered by the BC0941092 Shareholders to approve the Teaghlach Option Plan, the full text of which is set out in Schedule "A" to this Circular;

"**Teaghlach Shareholder**" means a holder of Teaghlach Shares;

"**Teaghlach Shares**" means the common shares without par value in the authorized share structure of Teaghlach, as constituted on the date of the Arrangement Agreement;

"**Teaghlach Stock Option Plan**" means the proposed common share purchase option plan of Teaghlach, which is subject to BC0941092 Shareholder approval;

"**U.S. Exchange Act**" means the United States *Securities Exchange Act of 1934*, as may be amended, or replaced, from time to time;

"**U.S. Securities Act**" means the United States *Securities Act of 1933*, as may be amended, or replaced, from time to time.

SUMMARY

The following is a summary of the information contained elsewhere in this Circular concerning a proposed reorganization of the Company by way of the Arrangement. Certain capitalized words and terms used in this summary are defined in the Glossary of Terms above. This summary is qualified in its entirety by the more detailed information and financial statements appearing or referred to elsewhere in this Circular and the schedules attached hereto.

The Meeting

The Meeting will be held at the offices of Computershare Investor Services Inc., 510 Burrard Street, 2nd Floor, Vancouver, B.C. on August 12, 2014 at 11:00 a.m. (Vancouver time). At the Meeting, the BC0941092 Shareholders will be asked, to consider and, if thought fit, to pass the Arrangement Resolution approving the Arrangement among the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, Teaghlach, and the BC0941092 Shareholders. The Arrangement will consist of the distribution of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares to the BC0941092 Shareholders. BC0941092 Shareholders will also be requested to consider and, if thought fit, to approve the Amalgamation of Acqua and CDN, the Amalgamation of Breosla and Global (including the continuance of Breosla out of the province of British Columbia and into the province of Ontario), the Amalgamation of Forbairt and Genesis, and the Amalgamation of Laidineach and rTrees (including the continuance of Laidineach out of the province of British Columbia and into the province of Saskatchewan). BC0941092 Shareholders will also be requested to consider and, if thought fit, to pass the Acqua Option Plan Resolution approving the Acqua Option Plan, the Breosla Option Plan Resolution approving the Breosla Option Plan, the Forbairt Option Resolution approving the Forbairt Option Plan, the Laidineach Option Plan Resolution approving the Laidineach Option Plan, the Saibhir Option Plan Resolution approving the Saibhir Option Plan, and the Teaghlach Option Plan Resolution approving the Teaghlach Option Plan.

By passing the Arrangement Resolution, the BC0941092 Shareholders will be giving authority to the Board to use its best judgment to proceed with and cause the Company to complete the Arrangement without any requirement to seek or obtain any further approval of the BC0941092 Shareholders.

By approving the Amalgamation of Acqua and CDN, the BC0941092 Shareholders will be giving authority to the Board to use its best judgment to proceed with and cause Acqua to complete the Amalgamation of Acqua and CDN without any requirement to seek or obtain any further approval of the BC0941092 Shareholders.

By approving the Amalgamation of Breosla and Global, the BC0941092 Shareholders will be giving authority to the Board to use its best judgment to proceed with and cause Breosla to complete the Amalgamation of Breosla and Global (including the continuance of Breosla out of the province of British Columbia and into the province of Ontario) without any requirement to seek or obtain any further approval of the BC0941092 Shareholders.

By approving the Amalgamation of Forbairt and Genesis, the BC0941092 Shareholders will be giving authority to the Board to use its best judgment to proceed with and cause Forbairt to complete the Amalgamation of Forbairt and Genesis without any requirement to seek or obtain any further approval of the BC0941092 Shareholders.

By approving the Amalgamation of Laidineach and rTrees, the BC0941092 Shareholders will be giving authority to the Board to use its best judgment to proceed with and cause Laidineach to complete the Amalgamation of Laidineach and rTrees (including the continuance of Laidineach out of the province of British Columbia and into the province of Saskatchewan) without any requirement to seek or obtain any further approval of the BC0941092 Shareholders.

The Arrangement

The Company, a marketing and sales company, focused on soliciting suitable artists and artworks for commission, marketing and selling limited partnership units to raise capital for producing specific limited edition works of art, preparing due diligence reviews for third parties, structuring limited partnership offerings as an investment tool, marketing and selling the art published through auction and other channels, and identifying charitable organizations suitable for funding. The Company, a reporting issuer in the provinces of British Columbia and Alberta, has a

license to market, sell and distribute limited partnership units in specific works of art in Canada, as well as market, sell, and distribute published works of art, pursuant to a ArtContent License Agreement with ArtContent Publishing Limited dated as of March 28, 2013. In return, the Company is entitled to a sales fee of 5% of sales of partnership units generated in Canada and 15% of all gross art sales generated in Canada, subject to meeting the following annual pre-determined performance criteria:

Performance Date	Artists Commissioned	Gross Sales Volume
June 30, 2012	3	$5,000,000
June 30, 2013	6	$7,500,000
June 30, 2014	8	$10,000,000
June 30, 2015	8	$12,500,000

On May 5, 2014 (as amended and restated on June 25, 2014), the Company entered into the Arrangement Agreement with its wholly-owned subsidiaries: Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. The purpose of the Arrangement is to allow the Company to divest itself of the Assets, including the ArtContent License Agreement, to enable it to focus on a letter of intent with Eye Candi Designs Ltd. dated June 25, 2014, to market and sell unique menswear fashion apparel. After completion of the Arrangement, management of Acqua intends to amalgamate with Cdn Water Corp. and to carry on the business of Cdn Water Corp. as a bottled water export company. After completion of the Arrangement, management of Breosla intends to amalgamate with Global Energy Enhancement Corp. and carry on the business of acquiring and increasing the productivity of oil and gas properties globally. After completion of the Arrangement, management of Forbairt intends to amalgamate with Genesis Income Properties, Inc. and carry on the business of purchasing high-value potential real estate properties at 40% to 50% below replacement cost in carefully selected locations. After completion of the Arrangement, management of Laidineach intends to amalgamate with rTrees Producers Limited and carry on the business of producing and selling a variety of medicinal marihuana strains to Canadian medicinal marihuana users and dispensaries in other countries with a legal means to import Canadian product. After completion of the Arrangement, Saibhir intends to carry on the business of integrated publishing, wholesale selling, and retail selling of original limited edition works of art created by commercially proven and recognized artists pursuant to the ArtContent License Agreement. After completion of the Arrangement, Teaghlach intends to carry on the business of commercializing oncology pharmaceuticals through Network Immunology Inc.

The Company believes that the Arrangement offers a number of benefits to its shareholders, including the following:

i) The Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will serve different markets and are subject to different competitive forces and will require diverse short term and long term strategies. The separation into seven independent companies, each with its own board of directors, will provide management of each company with a sharper business focus. This will permit the companies to pursue independent business strategies best suited to their business plans, and allow them to pursue opportunities in their respective markets.

ii) By vesting its interests in the Assets into six subsidiary companies which will become separate reporting entities, the Company will be better able to pursue different specific operating strategies directly on its own, and indirectly through its holdings in the former subsidiaries without being subject to the financial constraints of competing interests.

iii) After the separation, each company will also have the flexibility to implement its own unique growth strategies, allowing the organizations to refine and refocus their business mix.

iv) Additionally, because the resulting businesses will be focused on their own separate industries, they will be more readily understood by public investors, allowing the companies to be in a better position to raise capital and align management and employee incentives with the interests of shareholders.

Pursuant to the Arrangement, BC0941092 will transfer the respective Assets to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach in exchange for Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date.

Each BC0941092 Shareholder as of the Share Distribution Record Date, other than a Dissenting Shareholder, will, immediately after the Arrangement, hold a *pro–rata* share of the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares to be distributed under the Arrangement for each currently held BC0941092 Share. The Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares will be identical in every respect to the present BC0941092 Shares. See "The Arrangement – Details of the Arrangement".

Effect of the Arrangement on BC0941092 Share Commitments

1) As of the Effective Date, the BC0941092 Share Commitments will be exercisable, in accordance with the corporate reorganization provisions of such securities, into New Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares on the basis that the holder will receive, upon exercise, a number of New Shares that equals the number of BC0941092 Shares that would have been received upon the exercise of the BC0941092 Share Commitments prior to the Effective Date, and a number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares that is equal to the number of New Shares so acquired.

2) Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach have agreed, pursuant to the Acqua Commitment, Breosla Commitment, Forbairt Commitment, Laidineach Commitment, Saibhir Commitment, and Teaghlach Commitment, to issue Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares upon exercise of the BC0941092 Share Commitments and the Company is obligated, as the agent of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, to collect and pay to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach a portion of the proceeds received for each BC0941092 Share Commitment so exercised, with the balance of the exercise price to be retained by BC0941092.

3) Any entitlement to a fraction of an Acqua Share, Breosla Share, Forbairt Share, Laidineach Share, Saibhir Share, and Teaghlach Share resulting from the exercise of BC0941092 Share Commitments will be cancelled without compensation.

Recommendation and Approval of the Board of Directors

The directors of the Company have concluded that the terms of the Arrangement are fair and reasonable to, and in the best interests of, the Company and the BC0941092 Shareholders. The Board has therefore approved the Arrangement and authorized the submission of the Arrangement to the BC0941092 Shareholders and the Court for approval. The Board recommends that BC0941092 Shareholders vote FOR the approval of the Arrangement. See "The Arrangement – Recommendation of Directors".

Reasons for the Arrangement

The decision to proceed with the Arrangement was based on, among other things, the following primary determinations:

1. The Company was incorporated as a wholly-owned subsidiary of 0922519 B.C. ., and became a reporting issuer upon the completion of a share distribution pursuant to a plan of arrangement in October 2012, and since then the Company's primary focus has been the development of the ArtContent License Agreement with ArtContent Publishing Limited. When presented with the opportunity to enter into various letters of intent with diverse companies such as Cdn Water Corp., Global Energy Enhancement Corp., Genesis Income Properties, Inc., rTrees Producers Limited, Eye Candi Designs Ltd., and Network Immunology Inc., management of the Company determined that it would be in the best interests of the Company to proceed with the Arrangement. The transfer of the respective Assets to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will facilitate separate corporate development strategies for the Company moving forward and at the same time enable the Company's shareholders to retain their interest in the Assets moving forward;

2. following the Arrangement, management of the Company will consist of a strong executive team with significant experience, knowledge and connections in the fashion industry, and management of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will be free to focus on developing their respective Assets;

3. the distribution of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares to the BC0941092 Shareholders pursuant to the Arrangement will give the BC0941092 Shareholders a direct interest in six new companies that will focus on and pursue the development of diverse businesses such as bottled water export, oil and gas development, real estate investment, medicinal marihuana production and sales, art commissioning, publication, and sales, and the commercialization of a pharmaceutical portfolio targeted at the oncology sector;

4. as a separate company focusing on marketing and selling limited partnership units and limited edition works of art, the Company will have direct access to broader public and private capital markets and will be able to issue debt and equity to fund its projects and to finance the acquisition and development of any new art the Company may acquire on a priority basis;

5. as separate companies, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of their respective Assets and to finance the acquisition and development of any new licenses or technologies they may acquire on a priority basis; and

6. as separate companies, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will be able to establish equity based compensation programs to enable them to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders.

See "The Arrangement – Reasons for the Arrangement".

Conduct of Meeting and Shareholder Approval

The Interim Order provides that in order for the Arrangement to proceed, the Arrangement Resolution must be passed, with or without variation, by at least two-thirds (2/3) of the eligible votes cast with respect to the Arrangement Resolution by BC0941092 Shareholders present in person or by proxy at the Meeting. See "The Arrangement – Shareholder Approval".

Court Approval

The Arrangement, as structured, requires the approval of the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. The Interim Order does not constitute approval of the Arrangement or the contents of this Circular by the Court.

The Notice of Hearing for the Final Order is attached to the Notice of Meeting. In hearing the petition for the Final Order, the Court will consider, among other things, the fairness of the Arrangement to the BC0941092 Shareholders. Assuming the Arrangement is approved by the BC0941092 Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place at 9:45 a.m. (Vancouver time) on or after August 12, 2014, at the Courthouse located at 800 Smithe Street, Vancouver, British Columbia, or at such other date and time as the Court may direct. At this hearing, any BC0941092 Shareholder or director, creditor, auditor or other interested party of the Company who wishes to participate or to be represented or who wishes to present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements. See "The Arrangement – Court Approval of the Arrangement".

Income Tax Considerations

Canadian federal income tax considerations for BC0941092 Shareholders who participate in the Arrangement or who dissent from the Arrangement are set out in the summary herein entitled "Income Tax Considerations – Certain Canadian Federal Income Tax Considerations".

BC0941092 Shareholders should carefully review the tax considerations applicable to them under the Arrangement and are urged to consult their own legal, tax and financial advisors in regard to their particular circumstances.

Right to Dissent

BC0941092 Shareholders will have the right to dissent from the Arrangement as provided in the Interim Order, the Plan of Arrangement and sections 237 to 247 of the Act. Any BC0941092 Shareholder who dissents will be entitled to be paid in cash the fair value for their BC0941092 Shares held so long as such Dissenting Shareholder: (i) does not vote any of his, her or its BC0941092 Shares in favour of the Arrangement Resolution, (ii) provides to the Company written objection to the Plan of Arrangement to the Company's head office at 500, 900 West Hastings Street, Vancouver, British Columbia V6C 1E5, at least two (2) days before the Meeting or any postponement(s) or adjournment(s) thereof, and (iii) otherwise complies with the requirements of the Plan of Arrangement and section 237 to 247 of the Act. See "Right to Dissent".

Stock Exchange Listings

The BC0941092 Shares are currently not listed or posted for trading on any stock exchange in Canada or the United States.

Information Concerning the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach After the Arrangement

Following completion of the Arrangement, the Company will continue to carry on its primary business activities. Each BC0941092 Shareholder will continue to be a shareholder of the Company and on the Share Distribution Record Date will receive its *pro–rata* share of the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares (multiplied by the Conversion Factor) to be distributed to such BC0941092 Shareholders under the Arrangement. See "The Company After the Arrangement" for a summary description of the Company assuming completion of the Arrangement, including selected *pro–forma* unaudited financial information for the Company.

Following completion of the Arrangement, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will be reporting in the provinces of British Columbia and Alberta, and the shareholders of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will be the holders of BC0941092 Shares on the Share Distribution Record Date. Acqua will have all of BC0941092's interest in the letter of intent with Cdn Water Corp. See "Acqua After the Arrangement" for a description of the letter of intent with Cdn Water Corp., corporate structure and business, including selected pro–forma unaudited financial information of Acqua assuming completion of the Arrangement. Breosla will have all of BC0941092's interest in the letter of intent with Global Energy Enhancement Corp. See "Breosla After the Arrangement" for a description of the letter of intent with Global Energy Enhancement Corp., corporate structure and business, including selected pro–forma unaudited financial information of Breosla assuming completion of the Arrangement. Forbairt will have all of BC0941092's interest in the letter of intent with Genesis Income Properties, Inc. See "Forbairt After the Arrangement" for a description of the letter of intent with Genesis Income Properties, Inc., corporate structure and business, including selected pro–forma unaudited financial information of Forbairt assuming completion of the Arrangement. Laidineach will have all of BC0941092's interest in the letter of intent with rTrees Producers Limited. See "Laidineach After the Arrangement" for a description of the letter of intent with rTrees Producers Limited, corporate structure and business, including selected pro–forma unaudited financial information of Laidineach assuming completion of the Arrangement. Saibhir will have all of BC0941092's interest in the ArtContent License Agreement with ArtContent Publishing Limited. See "Saibhir After the Arrangement" for a description of the ArtContent License Agreement with ArtContent Publishing Limited, corporate structure and business, including selected pro–forma unaudited financial information of Saibhir assuming completion of the Arrangement. Teaghlach will have all of BC0941092's interest in the letter of intent with Network Immunology Inc. See "Teaghlach After the Arrangement" for a description of the letter of intent with Network Immunology Inc., corporate structure and business, including selected pro–forma unaudited financial information of Teaghlach assuming completion of the Arrangement.

Selected Unaudited *Pro–Forma* Financial Information for the Company

The following selected unaudited *pro–forma* financial information for the Company is based on the assumptions described in the notes to the Company's unaudited *pro–forma* balance sheet as at April 30, 2014, attached to this Circular as Schedule "D". The *pro–forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on April 30, 2014.

	***Pro–forma* as at April 30, 2014 on completion of the Arrangement** (unaudited)
Cash and cash equivalents	$ ●
Subsidiaries	-
Total assets	**$ ●**
Accounts payable and accrued liabilities	$ ●
Due to related parties	●
Shareholders' equity	●
Total liabilities and shareholders' equity	**$ ●**

Selected Unaudited *Pro–Forma* Financial Information for Acqua

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with Cdn Water Corp. to Acqua.

The following selected unaudited *pro–forma* financial information for Acqua is based on the assumptions described in the notes to the Acqua unaudited *pro–forma* balance sheet as at April 30, 2014, attached to this Circular as Schedule "D". The *pro–forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on April 30, 2014.

	As of April 30, 2014 (unaudited)	***Pro–forma* as at April 30, 2014 on completion of the Arrangement** (unaudited)
Cash	$ Nil	100
Letter of intent with Cdn Water Corp.……	Nil	Nil
Total assets	**$ Nil**	**$ 100**

Selected Unaudited *Pro–Forma* Financial Information for Breosla

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with Global Energy Enhancement Corp. to Breosla.

The following selected unaudited *pro–forma* financial information for Breosla is based on the assumptions described in the notes to the Breosla unaudited *pro–forma* balance sheet as at April 30, 2014, attached to this Circular as Schedule "D". The *pro–forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on April 30, 2014.

	As of April 30, 2014 (unaudited)	***Pro–forma* as at April 30, 2014 on completion of the Arrangement** (unaudited)
Cash	$ Nil	100
Letter of intent with Global Energy Enhancement Corp.……	Nil	Nil
Total assets	**$ Nil**	**$ 100**

Selected Unaudited *Pro–Forma* Financial Information for Forbairt

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with Genesis Income Properties, Inc. to Forbairt.

The following selected unaudited *pro–forma* financial information for Forbairt is based on the assumptions described in the notes to the Forbairt unaudited *pro–forma* balance sheet as at April 30, 2014, attached to this Circular as Schedule "D". The *pro–forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on April 30, 2014.

	As of April 30, 2014 (unaudited)	***Pro–forma* as at April 30, 2014 on completion of the Arrangement** (unaudited)
Cash	$ Nil	100
Letter of intent with Genesis Income Properties, Inc.	Nil	Nil
Total assets	**$ Nil**	**$ 100**

Selected Unaudited *Pro–Forma* Financial Information for Laidineach

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with rTrees Producers Limited to Laidineach.

The following selected unaudited *pro–forma* financial information for Laidineach is based on the assumptions described in the notes to the Laidineach unaudited *pro–forma* balance sheet as at April 30, 2014, attached to this Circular as Schedule "D". The *pro–forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on April 30, 2014.

	As of April 30, 2014 (unaudited)	***Pro–forma* as at April 30, 2014 on completion of the Arrangement** (unaudited)
Cash	$ Nil	100
Letter of intent with rTrees Producers Limited	Nil	Nil
Total assets	**$ Nil**	**$ 100**

Selected Unaudited *Pro–Forma* Financial Information for Saibhir

In connection with the Arrangement, the Company will transfer its interest in the ArtContent License Agreement with ArtContent Publishing Limited to Saibhir.

The following selected unaudited *pro–forma* financial information for Saibhir is based on the assumptions described in the notes to the Saibhir unaudited *pro–forma* balance sheet as at April 30, 2014, attached to this Circular as Schedule "D". The *pro–forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on April 30, 2014.

	As of April 30, 2014 (unaudited)	***Pro–forma* as at April 30, 2014 on completion of the Arrangement** (unaudited)
Cash	$ Nil	100
ArtContent License Agreement with ArtContent Publishing	Nil	Nil

Limited……				
Total assets	**$**	**Nil**	**$**	**100**

Selected Unaudited *Pro–Forma* Financial Information for Teaghlach

In connection with the Arrangement, the Company will transfer its interest in the letter of intent with Network Immunology Inc. to Teaghlach.

The following selected unaudited *pro–forma* financial information for Teaghlach is based on the assumptions described in the notes to the Teaghlach unaudited *pro–forma* balance sheet as at April 30, 2014, attached to this Circular as Schedule "D". The *pro–forma* balance sheet has been prepared based on the assumption that, among other things, the Arrangement occurred on April 30, 2014.

	As of April 30, 2014		***Pro–forma* as at April 30, 2014 on completion of the Arrangement**	
	(unaudited)		(unaudited)	
Cash	$	Nil		100
Letter of intent with Network Immunology Inc.……		Nil		Nil
Total assets	**$**	**Nil**	**$**	**100**

Information Concerning the Company After the Arrangement

Following completion of the Arrangement, BC0941092 will continue to be a reporting issuer in the provinces of British Columbia and Alberta, and will carry on the business of marketing and selling unique menswear fashion apparel consisting of images of models imprinted on the clothing. The Company has entered into a letter of intent dated June 25, 2014 with Eye Candi Designs Ltd. See "BC0941092 After the Arrangement" for a description of the corporate structure and business, including selected pro–forma unaudited financial information, of BC0941092 assuming completion of the Arrangement.

Risk Factors

In considering whether to vote for the approval of the Arrangement, BC0941092 Shareholders should be aware that there are various risks, including those described in the Section entitled "Risk Factors" in this Circular. BC0941092 Shareholders should carefully consider these risk factors, together with other information included in this Circular, before deciding whether to approve the Arrangement.

GENERAL PROXY INFORMATION

Solicitation of Proxies

This Circular is furnished in connection with the solicitation of proxies by management of BC0941092 for use at the Meeting, and at any adjournment(s) or postponement(s) thereof.

The solicitation of proxies will be primarily by mail, but proxies may be solicited personally or by telephone by directors or officers of the Company. The Company will bear all costs of this solicitation. The Company has arranged for Intermediaries to forward the meeting materials to Beneficial Shareholders held of record by those Intermediaries and the Company may reimburse the Intermediaries for their reasonable fees and disbursements in that regard.

Currency

In this Circular, except where otherwise indicated, all dollar amounts are expressed in the lawful currency of Canada.

Record Date

The Board has fixed June 30, 2014 as the record date (the "**Record Date**") for determination of persons entitled to receive notice of and to vote at the Meeting. Only Registered Shareholders at the close of business on the Record Date who either attend the Meeting personally or complete, sign and deliver a form of proxy in the manner and subject to the provisions described herein will be entitled to vote or to have their BC0941092 Shares voted at the Meeting.

Appointment of Proxy holders

The individual(s) named in the accompanying form of proxy are management's representatives. **If you are a shareholder entitled to vote at the Meeting, you have the right to appoint a person or company other than the person(s) designated in the Proxy, who need not be a shareholder of the Company, to attend and act for you and on your behalf at the Meeting. You may do so either by inserting the name of that other person in the blank space provided in the Proxy or by completing and delivering another proper proxy and, in either case, delivering the completed Proxy by mail to the office of Computershare Trust Company of Canada, Proxy Department, 510 Burrard Street, 3rd Floor, Vancouver, BC, V6C 3B9, not less than 48 hours (excluding Saturdays and holidays) before the time fixed for the Meeting or any adjournment(s) or postponement(s) thereof.**

Voting by Proxy holder

The person(s) named in the Proxy will vote or withhold from voting the BC0941092 Shares represented thereby in accordance with your instructions on any ballot that may be called for. If you specify a choice with respect to any matter to be acted upon, your BC0941092 Shares will be voted accordingly. The Proxy confers discretionary authority on the person(s) named therein with respect to:

(a) each matter or group of matters identified therein for which a choice is not specified, other than the appointment of an auditor and the election of directors;

(b) any amendment to or variation of any matter identified therein; and

(c) any other matter that properly comes before the Meeting.

As at the date hereof, the Board knows of no such amendments, variations or other matters to come before the Meeting, other than the matters referred to in the Notice of Meeting. However, if other matters should properly come before the Meeting, the Proxy will be voted on such matters in accordance with the best judgment of the person(s) voting the Proxy.

In respect of a matter for which a choice is not specified in the Proxy, the person(s) named in the Proxy will vote the BC0941092 Shares represented by the Proxy for the approval of such matter.

Registered Shareholders

Registered Shareholders may wish to vote by Proxy whether or not they are able to attend the Meeting in person. Registered Shareholders electing to submit a Proxy may do so by completing, dating and signing the enclosed form of Proxy and returning it by mail to the Company's transfer agent, Computershare Trust Company of Canada, Proxy Department, 510 Burrard Street, 3rd Floor, Vancouver, BC, V6C 3B9, not less than 48 hours (excluding Saturdays and holidays) before the time fixed for the Meeting or any adjournment(s) or postponement(s) thereof, or in such other manner as may be provided for in the Proxy.

Beneficial Shareholders

The following information is of significant importance to shareholders who do not hold BC0941092 Shares in their own name. Beneficial Shareholders should note that the only Proxies that can be recognized and acted upon at the Meeting are those deposited by Registered Shareholders (those whose names appear on the records of the Company as the registered holders of BC0941092 Shares).

If BC0941092 Shares are listed in an account statement provided to a shareholder by a broker, then in almost all such cases those BC0941092 Shares will not be registered in the shareholder's name on the records of the Company. Such BC0941092 Shares will more likely be registered under the names of the shareholder's broker or an agent of that broker. In the Canada, the vast majority of such BC0941092 Shares are registered under the name of CDS & Co. (the registration name for The Canadian Depository for Securities Limited, which acts as nominee for many Canadian brokerage firms).

Intermediaries are required to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary has its own mailing procedures and provides its own return instructions to clients.

If you are a Beneficial Shareholder:

There are two kinds of Beneficial Shareholders, those who object to their name being made known to the issuers of securities which they own (called "**OBOs**" for objecting beneficial owners) and those who do not object to the issuers of the securities they own knowing who they are (called "**NOBOs**" for non – objecting beneficial owners).

The Company is taking advantage of those provisions of National Instrument 54–101 – "Communication of Beneficial Owners of Securities" of the Canadian Securities Administrators, which permits it to deliver proxy–related materials directly to its NOBOs. As a result, NOBOs can expect to receive a scannable voting instruction form ("**VIF**"). These VIFs are to be completed and returned to Computershare in the envelope provided or by

facsimile to the number provided in the VIF. In addition, Computershare will tabulate the results of the VIFs received from NOBOs and will provide appropriate instructions at the Meeting with respect to the BC0941092 Shares represented by the VIFs it receives.

This Circular, with related material, is being sent to both Registered and Beneficial Shareholders. If you are a Beneficial Shareholder and the Company or its agent has sent these materials directly to you, your name and address and information about your BC0941092 Shares have been obtained in accordance with applicable securities regulatory requirements from the Intermediary who holds your BC0941092 Shares on your behalf.

By choosing to send these materials to you directly, the Company (and not the Intermediary holding your BC0941092 Shares on your behalf) has assumed responsibility for (i) delivering these materials to you, and (ii) executing your proper voting instructions. Please return your VIF as specified in your request for voting instructions that you receive.

Beneficial Shareholders who are OBOs should carefully follow the instructions of their Intermediary in order to ensure that their BC0941092 Shares are voted at the Meeting.

The form of proxy that will be supplied to Beneficial Shareholders by the Intermediaries will be similar to the Proxy provided to Registered Shareholders by the Company. However, its purpose is limited to instructing the Intermediary on how to vote on behalf of the Beneficial Shareholder. Most Intermediaries now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. in the United States and Broadridge Financial Solutions Inc., Canada, in Canada (collectively "**BFS**"). BFS mails a VIF in lieu of a Proxy provided by the Company. The VIF will name the same person(s) as the Proxy to represent Beneficial Shareholders at the Meeting. Beneficial Shareholders have the right to appoint a person (who need not be a Beneficial Shareholder of the Company), other than the person(s) designated in the VIF, to represent them at the Meeting. To exercise this right, Beneficial Shareholders should insert the name of the desired representative in the blank space provided in the VIF. The completed VIF must then be returned to BFS in the manner specified and in accordance with BFS's instructions. BFS then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of BC0941092 Shares to be represented at the Meeting. **If you receive a VIF from BFS, you cannot use it to vote BC0941092 Shares directly at the Meeting. The VIF must be completed and returned to BFS in accordance with its instructions, well in advance of the Meeting in order to have the BC0941092 Shares voted.**

Although as a Beneficial Shareholder you may not be recognized directly at the Meeting for the purposes of voting BC0941092 Shares registered in the name of your Intermediary, you, or a person designated by you, may attend at the Meeting as proxy holder for your Intermediary and vote your BC0941092 Shares in that capacity. If you wish to attend the Meeting and indirectly vote your BC0941092 Shares as proxy holder for your Intermediary, or have a person designated by you to do so, you should enter your own name, or the name of the person you wish to designate, in the blank space on the VIF provided to you and return the same to your Intermediary in accordance with the instructions provided by such Intermediary, well in advance of the Meeting.

Alternatively, you can request in writing that your broker send you a legal proxy which would enable you, or a person designated by you, to attend the Meeting and vote your BC0941092 Shares.

Revocation of Proxies

In addition to revocation in any other manner permitted by law, a Registered Shareholder who has given a proxy may revoke it by:

(a) executing a proxy bearing a later date or by executing a valid notice of revocation, either of the foregoing to be executed by the Registered Shareholder or the Registered Shareholder's authorized attorney in writing, or if the Registered Shareholder is a corporation, under its corporate seal by an officer or attorney duly authorized, and by delivering the Proxy bearing a later date to Computershare or at the registered office of the Company at Suite 500, 900 West Hastings Street, Vancouver, British Columbia V6C 1E5, at any time up to and including the last Business Day that precedes the date of the Meeting or, if the Meeting is adjourned or postponed, the last Business Day that precedes any reconvening thereof, or to the Chairman of the Meeting on the day of the Meeting or any reconvening thereof, or in any other manner provided by law; or

(b) personally attending the Meeting and voting the Registered Shareholder's BC0941092 Shares.

A revocation of a proxy will not affect a matter on which a vote is taken before the revocation.

INTEREST OF CERTAIN PERSONS OR COMPANIES IN MATTERS TO BE ACTED UPON

No director or executive officer of the Company, or any person who has held such a position since the beginning of the last completed financial year–end of the Company, nor any nominee for election as a director of the Company, nor any associate or affiliate of the foregoing persons, has any material interest, direct or indirect, by way of beneficial ownership of securities or otherwise, in any matter to be acted on at the Meeting, other than the election of directors, the appointment of the auditor and as may be otherwise set out herein.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Except as otherwise disclosed herein, no informed person of the Company, proposed director of the Company or any associate or affiliate of an informed person or proposed director, has any material interest, direct or indirect, in any transaction since the commencement of the Company's most recently completed financial year or in any proposed transaction which has materially affected or would materially affect the Company or any of its subsidiaries.

VOTING SECURITIES AND PRINCIPAL HOLDERS OF VOTING SECURITIES

Outstanding BC0941092 Shares

The Company is authorized to issue an unlimited number of BC0941092 Shares without par value. As at July 14, 2014, there were 8,576,567 BC0941092 Shares issued and outstanding, each carrying the right to one vote.

Principal Holders of BC0941092 Shares

To the knowledge of the directors and executive officers of the Company, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, BC0941092 Shares carrying more than 10% of the voting rights attached to all outstanding BC0941092 Shares.

VOTES NECESSARY TO PASS RESOLUTIONS

A simple majority of affirmative votes cast in person or by proxy at the Meeting is required to pass the resolution(s) described herein as ordinary resolutions and an affirmative vote of two-thirds (2/3) of the votes cast in person or by proxy at the Meeting is required to pass the resolution(s) described herein as special resolutions.

ELECTION OF DIRECTORS

The Directors of the Company are elected at each annual general meeting and hold office until the next annual general meeting or until their successors are appointed. In the absence of instructions to the contrary, the enclosed proxy will be voted for the nominees herein listed.

Shareholder approval will be sought to fix the number of directors of the Company at three (3).

The Company is required to have an Audit Committee. Members of this committee are as set out below.

Management of the Company proposes to nominate each of the following persons for election as a Director. Information concerning such persons, as furnished by the individual nominees, is as follows:

Name, Jurisdiction of Residence and Position	***Principal Occupation or Employment and, if not a Previously Elected Director, Occupation During the Past 5 Years***	***Previous Service as a Director***	***Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly[(1)]***

Name, Jurisdiction of Residence and Position	*Principal Occupation or Employment and, if not a Previously Elected Director, Occupation During the Past 5 Years*	*Previous Service as a Director*	*Number of Common Shares Beneficially Owned, Controlled or Directed, Directly or Indirectly*[1]
WILLIAM GORDON [2] Kelowna, BC Proposed Director	Self-employed business consultant, President of Zero Combustion Inc.	Nominee	487,900
DON GORDON [2] North Vancouver, BC CEO, CFO and Director Nominee	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of six publicly listed companies and Director of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	Acting CEO and CFO since October 2012	1,300,000
BRIAN PETERSON[2] Kelowna, BC President and Director	Mortgage broker, Chairman of Community Western Trust Corporation, director of Mortgage Brokers Institute of British Columbia.	Since May 22, 2012	750,000

[1]Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at July 14, 2014 based upon information furnished to the Company by individual directors. Unless otherwise indicated, such shares are held directly.
[2]Denotes a member or proposed member of the Audit Committee of the Company. Mr. Peterson is the proposed Chair of the Audit Committee.

SUMMARY COMPENSATION TABLE

Compensation Discussion and Analysis

The Company's compensation philosophy for its Named Executive Officers is designed to attract well qualified individuals in what is essentially an international market by paying competitive base management fees plus short and long term incentive compensation in the form of stock options or other suitable long term incentives. In making its determinations regarding the various elements of executive compensation, the Board of Directors does not benchmark its executive compensation program, but from time to time does review compensation practices of companies of similar size and stage of development to ensure the compensation paid is competitive within the Company's industry and geographic location while taking into account the financial and other resources of the Company.

The duties and responsibilities of the President and CEO are typical of those of a business entity of the Company's size in a similar business and include direct reporting responsibility to the Board, overseeing the activities of all other executive and management consultants, representing the Company, providing leadership and responsibility for achieving corporate goals and implementing corporate policies and initiatives.

The following table sets forth a summary of all compensation for services paid during the most recently completed financial year for Brian Peterson, President, and Don Gordon, Chief Executive Officer and Chief Financial Officer.

Name and principal position	**Year ending**	**Salary ($)**	**Share-based awards ($)**	**Option-based awards ($)** [1]	**Non-equity incentive plan compensation**		**Pension value ($)**	**All other compensation ($)**	**Total compensation ($)**
					Annual incentive plans	**Long-term incentive plans**			
Brian Peterson, President	2014 2013 2012	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil

Don Gordon, CEO and CFO	2014 2013 2012	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil
Total Compensation	2014 2013 2012	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil	Nil Nil Nil

(1) These amounts represent the value of stock options granted to the respective Named Executive Officer. The methodology used to calculate these amounts was the Black-Scholes-Merton model. This is consistent with the accounting values used in the Company's financial statements. The dollar amount in this column represents the total value ascribed to the stock options.

(2) Subsequent to the year end, Mr. Peterson entered into a debt settlement agreement with the Company to settle $15,000 in fees owed to him by the Company and received 750,000 BC0941092 Shares at a deemed issue price of $0.20 per share.

INCENTIVE PLAN AWARDS

The following table provides information regarding the incentive plan awards for each Named Executive Officer outstanding as of April 30, 2014.

Outstanding Share-Based Awards and Option-Based Awards

	Option-based Awards				**Share-based Awards**	
Name	**Number of securities underlying unexercised options**	**Option Exercise Price**	**Option Expiration Date**	**Value of unexercised in-the-money options** ($)	**Number of shares or units of shares that have not vested (#)**	**Market or payout value of share-based awards that have not vested ($)**
Brian Peterson, President	Nil	N/A	N/A	Nil	Nil	Nil
Don Gordon, CEO and CFO	Nil	N/A	N/A	Nil	Nil	Nil

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for each Named Executive Officer for the financial year ended April 30, 2014.

Value Vested or Earned During the Financial Year Ended April 30, 2014

Name	**Option-based awards – Value vested during the year ($)**	**Share-based awards – Value vested during the year ($)**	**Non-equity incentive plan compensation – Value earned during the year ($)**
Brian Peterson, President	Nil	Nil	Nil
Don Gordon, CEO and CFO	Nil	Nil	Nil

The following table provides details regarding stock options exercised and sold by the Named Executive Officers during the financial year ended April 30, 2014.

Option Exercised During the Financial Year Ended April 30, 2014

Name	**Number of options exercised and**	**Option exercise price**	**Value realized ($)**

	sold		
Brian Peterson, President	Nil	Nil	Nil
Don Gordon, CEO and CFO	Nil	Nil	Nil

Outstanding Share Based Awards and Option Based Awards

The Company does not have any incentive plans, pursuant to which compensation that depends on achieving certain goals or similar conditions within a specified period is awarded, earned, paid or payable to the Named Executive Officers.

Pension Plan Benefits

The Company does not have a pension plan that provides for payments or benefits to the Named Executive Officers at, following, or in connection with retirement.

Termination and Change of Control Benefits

The Company and its subsidiaries have not entered into any employment contracts with the Named Executive Officers.

The Company and its subsidiaries do not have any contracts, agreements, plans or arrangements that provide for payments to a Named Executive Officer following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, a change of control of the Company or its subsidiaries or a change in responsibilities of the Named Executive Officer following a change in control.

DIRECTOR COMPENSATION

No compensation was provided to the Directors, who are each not also a Named Executive Officer, for the Company's most recently completed financial year.

The Company has no arrangements, standard or otherwise, pursuant to which Directors are compensated by the Company or its subsidiaries for their services in their capacity as Directors, or for committee participation, involvement in special assignments or for services as consultant or expert during the most recently completed financial year or subsequently, up to and including the date of this Information Circular.

The Company has a Stock Option Plan for the granting of incentive stock options to the officers, employees and Directors. The purpose of granting such options is to assist the Company in compensating, attracting, retaining and motivating the Directors of the Company and to closely align the personal interests of such persons to that of the shareholders.

Director Compensation Table

The following table provides information regarding compensation paid to the Company's directors (excluding NEOs) during the financial year ended April 30, 2014. Subsequent to the year end, Mr. Gordon settled $9,758 of indebtedness owed to him for consulting services and received 487,900 BC0941092 Shares.

Name	**Fees earned ($)**	**Share-based awards ($)**	**Option-based awards ($)**	**Non-equity incentive plan compensation ($)**	**Pension Value**	**All other compensation ($)**	**Total ($)**
William Gordon (director nominee)	Nil	Nil	Nil	Nil	Nil	Nil	Nil

TOTAL	**Nil**	**Nil**	**Nil**	**Nil**	**Nil**	**Nil**	**Nil**

Incentive Plan Awards - Outstanding Share-Based Awards and Option-Based Awards

The following table provides information regarding the incentive plan awards for each director (excluding NEOs) outstanding as of April 30, 2014.

Outstanding Share-Based Awards and Option-Based Awards

	Option-based Awards				**Share-based Awards**	
Name	**Number of securities underlying unexercised options**	**Option Exercise Price**	**Option Expiration Date**	**Value of unexercised in-the-money options**	**Number of shares or units of shares that have not vested (#)**	**Market or payout value of share-based awards that have not vested ($)**
William Gordon	Nil	N/A	N/A	Nil	Nil	Nil
Don Gordon	Nil	N/A	N/A	Nil	Nil	Nil
Brian Peterson	Nil	N/A	N/A	Nil	Nil	Nil

The following table provides information regarding the value on pay-out or vesting of incentive plan awards for each Director or proposed Director (excluding NEOs) for the financial year ended April 30, 2014.

Value Vested or Earned During the Financial Year Ended April 30, 2014

Name	**Option-based awards – Value vested during the year ($)**	**Share-based awards – Value vested during the year ($)**	**Non-equity incentive plan compensation – Value earned during the year ($)**
William Gordon	Nil	Nil	Nil
Don Gordon	Nil	Nil	Nil
Brian Peterson	Nil	Nil	Nil

The following table provides details regarding stock options exercised and sold by the Directors (excluding NEOs) during the financial year ended April 30, 2014.

Option Exercises During the Financial Year Ended April 30, 2014

Name	**Number of options exercised and sold**	**Option exercise price**	**Value realized ($)**
William Gordon	Nil	Nil	Nil
Don Gordon	Nil	Nil	Nil
Brian Peterson	Nil	Nil	Nil

DIRECTORS' AND OFFICERS INSURANCE

Directors' and Officers' Liability Insurance

The Company does not maintain any directors' and officers' liability insurance policy.

LOANS TO DIRECTORS

The Company does not make personal loans or extensions of credit to its directors or executive officers. There are no loans outstanding from the Company to any of its directors or executive officers.

Securities Authorized for Issuance Under Equity Compensation Plans

The following table sets forth the Company's compensation plans under which equity securities are authorized for issuance as at April 30, 2014.

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights (a)	Weighted-average exercise price of outstanding options, warrants and rights (b)	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in column (a)) (c)
Equity compensation plans approved by securityholders[(1)]	Nil	N/A	Nil
Equity compensation plans not approved by securityholders	Nil	N/A	Nil
Total	Nil	N/A	Nil

(1) At the special meeting of the Company's former parent company (0922519 B.C.) held on July 13, 2012, the shareholders approved the Company's 10% rolling stock option plan.

INDEBTEDNESS OF DIRECTORS AND SENIOR OFFICERS

As at July 14, 2014, there was no indebtedness outstanding of any current or former Director, executive officer or employee of the Company or any of its subsidiaries which is owing to the Company or any of its subsidiaries or to another entity which is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries, entered into in connection with a purchase of securities or otherwise**.**

No individual who is, or at any time during the most recently completed financial year was, a Director or executive officer of the Company, no proposed nominee for election as a Director of the Company and no associate of such persons:

(i) is or at any time since the beginning of the most recently completed financial year has been, indebted to the Company or any of its subsidiaries; or

(ii) whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by the Company or any of its subsidiaries,

in relation to a securities purchase program or other program.

CORPORATE GOVERNANCE DISCLOSURE

National Instrument 58-201 establishes corporate governance guidelines which apply to all public companies. The Company has reviewed its own corporate governance practices in light of these guidelines. In certain cases, the Company's practices comply with the guidelines, however, the Board considers that some of the guidelines are not suitable for the Company at its current stage of development and therefore these guidelines have not been adopted. National Instrument 58-101 mandates disclosure of corporate governance practices which disclosure is set out below.

Independence of Members of Board

The Company's Board will consist of three directors, one of whom is independent based upon the tests for independence set forth in National Instrument 52-110 ("**NI 52-110**"). William Gordon is independent. Brian Peterson and Don Gordon are not independent as they are respectively the President and CEO and CFO of the Company.

Management Supervision by Board

The operations of the Company do not support a large Board of Directors and the Board has determined that the current constitution of the Board is appropriate for the Company's current stage of development. Independent supervision of management is accomplished through choosing management who demonstrate a high level of integrity and ability and having strong independent Board members. The independent directors are however able to meet at any time without any members of management including the non-independent Directors being present. Further supervision is performed through the Audit Committee who meet with the Company's auditors without management being in attendance.

Risk Management

The Board of Directors is responsible for adoption of a strategic planning process, identification of principal risks and implementing risk management systems, succession planning and the continuous disclosure requirements of the Company under applicable securities laws and regulations.

The audit committee is responsible for the risk management items set out in the audit committee charter.

Orientation and Continuing Education

While the Company does not have formal orientation and training programs, new Board members are provided with:

1. access to recent, publicly filed documents of the Company, material contracts, and the Company's internal financial information;
2. access to management and technical experts and consultants; and
3. a summary of significant corporate and securities responsibilities.

Board members are encouraged to communicate with management, auditors and technical consultants, to keep themselves current with industry trends and developments and changes in legislation with management's assistance and to attend related industry seminars and visit the Company's operations. Board members have full access to the Company's records.

Ethical Business Conduct

The Board views good corporate governance as an integral component to the success of the Company and to meet responsibilities to shareholders. The Board intends to adopt a Code of Conduct and at that time will instruct its management and employees to abide by the Code.

Nomination of Directors

The Board has responsibility for identifying potential Board candidates. The Board assesses potential Board candidates to fill perceived needs on the Board for required skills, expertise, independence and other factors. Members of the Board and representatives of the mineral exploration industry are consulted for possible candidates.

Compensation of Directors and the CEO

The Company does not have a Compensation Committee. The Board of Directors has the responsibility for determining compensation for the Directors and senior management.

To determine compensation payable, the independent Directors review compensation paid for directors and CEOs of companies of similar size and stage of development in the mineral exploration industry and determine an appropriate compensation reflecting the need to provide incentive and compensation for the time and effort expended by the directors and senior management while taking into account the financial and other resources of the Company. In setting the compensation the independent directors annually review the performance of the CEO in light of the Company's objectives and consider other factors that may have impacted the success of the Company in achieving its objectives.

Board Committees

As the directors are actively involved in the operations of the Company and the size of the Company's operations did not warrant a larger board of directors, the Board will elect a Compensation Committee in due course. The Compensation Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the committee. The Compensation Committee will develop its charter and code of conduct to be approved by the Board of Directors.

Assessments

The Board did not consider that formal assessments were useful at this stage of the Company's development. The Board conducted informal annual assessments of the Board's effectiveness, the individual directors and each of its committees. The Board intends to implement formal assessments to assist in its review and will conduct formal surveys of its directors in due course and will obtain reports from each committee respecting its own effectiveness.

AUDIT COMMITTEE

The Audit Committee's Charter

Mandate

The primary function of the Audit Committee (the "**Committee**") is to assist the Board of Directors in fulfilling its financial oversight responsibilities by reviewing the financial reports and other financial information provided by the Company to regulatory authorities and shareholders, the Company's systems of internal controls regarding finance and accounting and the Company's auditing, accounting and financial reporting processes. Consistent with this function, the Committee will encourage continuous improvement of, and should foster adherence to, the Company's policies, procedures and practices at all levels. The Committee's primary duties and responsibilities are to:

- Serve as an independent and objective party to monitor the Company's financial reporting and internal control system and review the Company's financial statements.
- Review and appraise the performance of the Company's external auditors.
- Provide an open avenue of communication among the Company's auditors, financial and senior management and the Board of Directors.

Composition

The Committee shall be comprised of three directors as determined by the Board of Directors, the majority of whom shall be free from any relationship that, in the opinion of the Board of Directors, would interfere with the exercise of his or her independent judgment as a member of the Committee.

At least one member of the Committee shall have accounting or related financial management expertise. All members of the Committee that are not financially literate will work towards becoming financially literate to obtain a working familiarity with basic finance and accounting practices. For the purposes of the Company's Charter, the definition of "financially literate" is the ability to read and understand a set of financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of the issues that can presumably be expected to be raised by the Company's financial statements.

The members of the Committee shall be elected by the Board of Directors at its first meeting following the annual shareholders' meeting. Unless a Chair is elected by the full Board of Directors, the members of the Committee may designate a Chair by a majority vote of the full Committee membership.

Meetings

The Committee shall meet at least twice annually, or more frequently as circumstances dictate. As part of its job to foster open communication, the Committee will meet at least annually with the CFO and the external auditors in separate sessions.

Responsibilities and Duties

To fulfill its responsibilities and duties, the Committee shall:

Documents/Reports Review

(a) Review and update this Charter annually.

(b) Review the Company's financial statements, MD&A and any annual and interim earnings, press releases before the Company publicly discloses this information and any reports or other financial information (including quarterly financial statements), which are submitted to any governmental body, or to the public, including any certification, report, opinion, or review rendered by the external auditors.

External Auditors

(a) Review annually, the performance of the external auditors who shall be ultimately accountable to the Board of Directors and the Committee as representatives of the shareholders of the Company.

(b) Obtain annually, a formal written statement of external auditors setting forth all relationships between the external auditors and the Company, consistent with Independence Standards Board Standard 1.

(c) Review and discuss with the external auditors any disclosed relationships or services that may impact the objectivity and independence of the external auditors.

(d) Take, or recommend that the full Board of Directors take, appropriate action to oversee the independence of the external auditors.

(e) Recommend to the Board of Directors the selection and, where applicable, the replacement of the external auditors nominated annually for shareholder approval.

(f) At each meeting, consult with the external auditors, without the presence of management, about the quality of the Company’s accounting principles, internal controls and the completeness and accuracy of the Company's financial statements.

(g) Review and approve the Company's hiring policies regarding partners, employees and former partners and employees of the present and former external auditors of the Company.

(h) Review with management and the external auditors the audit plan for the year-end financial statements and intended template for such statements.

(i) Review and pre-approve all audit and audit-related services and the fees and other compensation related thereto, and any non-audit services, provided by the Company’s external auditors. The pre-approval requirement is waived with respect to the provision of non-audit services if:

i. the aggregate amount of all such non-audit services provided to the Company constitutes not more than five percent of the total amount of revenues paid by the Company to its external auditors during the fiscal year in which the non-audit services are provided;

ii. such services were not recognized by the Company at the time of the engagement to be non-audit services; and

iii. such services are promptly brought to the attention of the Committee by the Company and approved prior to the completion of the audit by the Committee or by one or more members of the Committee who are members of the Board of Directors to whom authority to grant such approvals has been delegated by the Committee.

Provided the pre-approval of the non-audit services is presented to the Committee's first scheduled meeting following such approval such authority may be delegated by the Committee to one or more independent members of the Committee.

Financial Reporting Processes

(a) In consultation with the external auditors, review with management the integrity of the Company's financial reporting process, both internal and external.

(b) Consider the external auditors' judgments about the quality and appropriateness of the Company's accounting principles as applied in its financial reporting.

(c) Consider and approve, if appropriate, changes to the Company's auditing and accounting principles and practices as suggested by the external auditors and management.

(d) Review significant judgments made by management in the preparation of the financial statements and the view of the external auditors as to appropriateness of such judgments.

(e) Following completion of the annual audit, review separately with management and the external auditors any significant difficulties encountered during the course of the audit, including any restrictions on the scope of work or access to required information.

(f) Review any significant disagreement among management and the external auditors in connection with the preparation of the financial statements.

(g) Review with the external auditors and management the extent to which changes and improvements in financial or accounting practices have been implemented.

(h) Review any complaints or concerns about any questionable accounting, internal accounting controls or auditing matters.

(i) Review certification process.

(j) Establish a procedure for the confidential, anonymous submission by employees of the Company of concerns regarding questionable accounting or auditing matters.

Risk Management

1. To review, at least annually, and more frequently if necessary, the Company's policies for risk assessment and risk management (the identification, monitoring, and mitigation of risks).
2. To inquire of management and the independent auditor about significant business, political, financial and control risks or exposure to such risk.
3. To request the external auditor's opinion of management's assessment of significant risks facing the Company and how effectively they are being managed or controlled.
4. To assess the effectiveness of the over-all process for identifying principal business risks and report thereon to the Board.

Other

Review any related-party transactions.

Composition of the Audit Committee

The following are the members of the Committee:

Brian Peterson, President	Not Independent [(1)]	Financially literate [(1)]
Don Gordon, CEO and CFO	Not Independent	Financially literate [(1)]
William Gordon	Independent [(1)]	Financially literate [(1)]

[(1)] *As defined by NI 52-110*.

Audit Committee Member Education and Experience

Brian Peterson has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is the director of several public companies.His involvement includes his position as past President of the Mortgage Brokers Institute of British Columbia, past President of the Mortgage Brokers Association of British Columbia, past Director of the Mortgage Brokers Association of British Columbia for six years, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Donald Gordon is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Newlox Gold Ventures Corp., AFG Flameguard Ltd., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Silk Road Ventures Ltd., Cdn MSolar Corp., Sor Baroot Resources Corp. He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

William Gordon is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.

Audit Committee Oversight

At no time since the commencement of the Company's most recently completed financial year was a recommendation of the Committee to nominate or compensate an external auditor not adopted by the Board of Directors.

Reliance on Certain Exemptions

At no time since the commencement of the Company's most recently completed financial year has the Company relied on the exemption in Section 2.4 of NI 52-110 *(De Minimis Non-audit Services)*, or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110. The Company is relying upon the exemption in Section 6.1 of NI 52-110 (*Venture Issuers*) from the requirements of Parts 3 (Composition of the Audit Committee) and 5 (Reporting Obligations).

Pre-Approval Policies and Procedures

The Committee has adopted specific policies and procedures for the engagement of non-audit services as described above under the heading “External Auditors”.

External Auditor Service Fees (By Category)

The aggregate fees received by the Company's external auditors in each of the last two fiscal years for audit fees are as follows:

Financial Year Ending	*Audit Fees* (1)	*Audit Related Fees*	*Tax Fees*①	*All Other Fees*
April 30, 2013	$7,500	Nil	Nil	Nil
April 30, 2012	$Nil	Nil	Nil	Nil

(1) The amount of tax fees received by the Company's external auditors is included in the amount set out in the “Audit Fees” column.

Expectations of Management

The Board expects management to operate the business of the Company in a manner that enhances shareholder value and is consistent with the highest level of integrity. Management is expected to execute the Company’s business plan and to meet performance goals and objectives.

APPOINTMENT OF AUDITORS

Charlton & Company, Chartered Accountants, of Vancouver, British Columbia, is the auditor of the Company. Unless otherwise instructed, the proxies given pursuant to this solicitation will be voted for the re-appointment of Charlton & Company as the Company’s auditor to hold office for the ensuing year at remuneration to be fixed by the Directors.

Charlton & Company was first appointed as the auditor of the Company in October 2012.

In the absence of instructions to the contrary the BC0941092 Shares represented by proxy will be voted in favour of a resolution to appoint Charlton & Company, Chartered Accountants, as the auditor of the Company for the ensuing year, at a remuneration to be fixed by the Board, unless the BC0941092 Shareholder has specified in the proxy that his or her BC0941092 Shares are to be withheld from voting on the appointment of auditors.

THE ARRANGEMENT

General

The Arrangement has been proposed to facilitate the separation of the Company's primary business activities with Eye Candi Designs Ltd. from development of the letters of intent with Cdn Water Corp., Global Energy Enhancement Corp., Genesis Income Properties, Inc., rTrees Producers Limited, ArtContent Publishing Limited, and Network Immunology Inc. Pursuant to the Arrangement,

i) Acqua, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Cdn Water Corp. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor;

ii) Breosla, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Global Energy Enhancement Corp. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor;

iii) Forbairt, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Genesis Income Properties, Inc. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor;

iv) Laidineach, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with rTrees Producers Limited for aggregate consideration of 8,576,567 Laidineach Shares multiplied by the Conversion Factor;

v) Saibhir, currently a wholly-owned subsidiary of the Company, will acquire the ArtContent License Agreement with ArtContent Publishing Limited for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor;

vi) Teaghlach, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent with Network Immunology Inc. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor.

Following the Arrangement, the Company will continue to carry on its primary business activities. Each BC0941092 Shareholder will, immediately after the Effective Date, hold one New Share for each BC0941092 Share held immediately prior to the Arrangement, which will be identical in every respect to the present BC0941092 Shares, and each BC0941092 Shareholder on the Share Distribution Record Date will receive its pro–rata share of the BC0941092 Class A Preferred Shares, will receive its pro–rata share of the 8,576,567 Acqua Shares (multiplied by the Conversion Factor) that are acquired by the Company, will receive its pro–rata share of the 8,576,567 Breosla Shares (multiplied by the Conversion Factor) that are acquired by the Company, will receive its pro-rata share of the 8,576,567 Forbairt Shares (multiplied by the Conversion Factor), will receive its pro-rata share of the 8,576,567 Laidineach Shares (multiplied by the Conversion Factor), will receive its pro-rata share of the 8,576,567 Saibhir Shares (multiplied by the Conversion Factor), and will receive its pro-rata share of the 8,576,567 Teaghlach Shares (multiplied by the Conversion Factor) in exchange for the Assets described herein. See "Details of the Arrangement" and "Acqua After the Arrangement" — Selected Unaudited Pro–forma Financial Information of Acqua"; "Breosla After the Arrangement — Selected Unaudited Pro–forma Financial Information of Breosla"; "Forbairt After the Arrangement — Selected Unaudited Pro–forma Financial Information of Forbairt"; "Laidineach After the Arrangement — Selected Unaudited Pro–forma Financial Information of Laidineach"; "Saibhir After the Arrangement — Selected Unaudited Pro–forma Financial Information of Saibhir"; and "Teaghlach After the Arrangement — Selected Unaudited Pro–forma Financial Information of Teaghlach".

Background to and Benefits of the Arrangement and Amalgamations

Management of BC0941092 discussed the possibility of the Arrangement and the Amalgamations and believes that the Arrangement and the Amalgamations are in the best interest of BC0941092.

The transactions proposed under the Arrangement and the Amalgamation Agreements are arm's length transactions and no insiders, promoters, or control persons of BC0941092 will receive any consideration in addition to their usual remuneration if the transaction proceeds except as disclosed below.

Donald Gordon is a director of BC0941092 and a director of all subsidiaries. He will also be a director of CWC and GEE following the plan of Arrangement and the Amalgamations.

Prior to the letters of intent entered into with the Company, Donald Gordon entered into a consulting contract with Cdn Water Corp, Global Energy Enhancement Corp., Genesis Income Properties Inc., rTrees Producers Limited, ArtContent Publishing Limited, and Network Immunology Inc. to facilitate and manage the process of becoming a reporting issuer, listing on an exchange, and further corporate finance consulting activities. The business opportunities arising from these was presented to the board of the Company and accepted along with full disclosure of any compensation arrangements made under the private consulting agreements. The agreements include a retainer and additional payments contingent on completion of conditions required to conclude the various steps in the process to complete listing of the new entities.

The board of directors of BC0941092 believes that separating BC0941092 into six additional public companies offers a number of benefits to shareholders.

1) First, the Company believes that after the separation, each company will be better able to pursue its own specific operating strategies without being subject to the financial constraints of the other businesses.

2) After the separation, each company will also have the flexibility to implement its own unique growth strategies, allowing each organization to refine and refocus its business strategy.

3) Additionally, because the resulting businesses will be focused on separate businesses, they will be more readily understood by public investors, allowing each company to be better positioned to raise capital and align management and employee incentives with the interests of shareholders.

The board of directors of BC0941092 believes that the Amalgamations of its four subsidiaries Acqua, Breosla, Forbairt, and Laindineach to form, respectively, CWC, GEE, GNP, and RTE is in the best interest of BC0941092 Shareholders and that these Amalgamations provides a number of benefits primarily relating to an improved platform to enhance value to BC0941092 Shareholders and to reduce risk, including the following:

1) the pro-forma combined balance sheet and cash flows will provide CWC, GEE, GNP, and RTE with the capacity to expand its operations;

2) the ability of CWC, GEE, GNP, and RTE to access capital markets will be enhanced;

3) the continuous reporting and governance obligations of a public company will improve transparency of the operations of CWC, GEE, GNP, and RTE and allow broader participation in fund raising and trading; and

4) the combination of public company experience and operational experience of the four companies will provide synergies to the benefit of all three companies as a result of the Amalgamations.

The decision to proceed with the Arrangement and the Amalgamations was based on the following primary considerations:

1) the Company will continue to focus on its fashion business, as the core asset of the Company;

2) the formation of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach should facilitate separate development strategies for the Assets;

3) the distribution of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares will give the BC0941092 Shareholders a direct interest in these six subsidiaries of BC0941092;

4) the Amalgamations are designed to enhance shareholders' value by combining the assets of Acqua and Cdn Water Corp., Breosla and Global Energy Enhancement Corp., Forbairt and Genesis Income Properties Inc., and Laidineach and rTrees Producers Limited, respectively, to create a platform for an operating business, and at the same time create a trading, public reporting entity to facilitate capital raising and better absorb the risks and expenses of launching and operating in the highly competitive fire safety and protective coatings industries;

5) possible improved liquidity for BC0941092 Shareholders, Acqua Shareholders, Breosla Shareholders, Forbairt Shareholders, Laidineach Shareholders, Saibhir Shareholders, and Teaghlach Shareholders as a result of the combined market capitalization of the new entities;

6) as separate companies with separate assets, the Company, CWC, GEE, GNP, and RTE will have direct access to public and private capital markets and will be able to issue debt and equity to fund improvements and development of their assets and to finance the acquisition and development of any new assets they may acquire on a priority basis; and

7) as separate companies CWC, GEE, GNP, and RTE will be able to establish equity based compensation programs to enable them to better attract, motivate and retain directors, officers and key employees, thereby better aligning management and employee incentives with the interests of shareholders;

8) through CWC, GEE, GNP, and RTE, BC0941092 Shareholders will retain interest in CWC's, GEE's, GNP's, and RTE's existing business and receive an interest in any future business that may be developed by CWC, GEE, GNP, and RTE; and

9) subject to meeting the listing requirements and acceptance for listing on the Exchange, the proposed Amalgamations may enable CWC, GEE, GNP, and RTE to benefit from a listing on a Canadian stock exchange.

Recommendation of Directors

The Board approved the Arrangement and authorized the submission of the Arrangement to the BC0941092 Shareholders and the Court for approval. **The Board has concluded that the Arrangement is in the best interests of the Company and the BC0941092 Shareholders, and recommends that the BC0941092 Shareholders vote FOR the Arrangement Resolution at the Meeting.** In reaching this conclusion, the Board considered the benefits to the Company and the BC0941092 Shareholders, as well as the financial position, opportunities and the outlook for the future potential and operating performance of the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach.

Fairness of the Arrangement

The Arrangement was determined to be fair to the BC0941092 Shareholders by the Board based upon the following factors, among others:

1. the procedures by which the Arrangement will be approved, including the requirement for two-thirds (2/3) BC0941092 Shareholder approval and approval by the Court after a hearing at which fairness will be considered;

2. the opportunity for BC0941092 Shareholders who are opposed to the Arrangement, upon compliance with certain conditions, to dissent from the approval of the Arrangement in accordance with the Interim Order, and to be paid fair value for their BC0941092 Shares; and

3. each BC0941092 Shareholder on the Share Distribution Record Date will participate in the Arrangement on a *pro–rata* basis and, upon completion of the Arrangement, will continue to hold substantially the same

pro–rata interest that such BC0941092 Shareholder held in the Company prior to completion of the Arrangement and substantially the same *pro–rata* interest in the Assets through its holdings of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares.

Details of the Arrangement

The following description of the Arrangement is qualified in its entirety by reference to the full text of the Arrangement Agreement, a copy of which is available on SEDAR under the Company's profile at www.sedar.com, and the Plan of Arrangement, a copy of which is attached as Schedule "A" to the Arrangement Agreement. Each of these documents should be read carefully in their entirety.

Pursuant to the Plan of Arrangement, save and except for Dissenting Shares, the following principal steps will occur and be deemed to occur in the following chronological order as part of the Arrangement:

(a) the Company will transfer the letter of intent with Cdn Water Corp. to Acqua, the letter of intent with Global Energy Enhancement Corp. to Breosla, the letter of intent with Genesis Income Properties, Inc. to Forbairt, the letter of intent with rTrees Producers Limited to Laidineach, the letter of intent with ArtContent Publishing Limited to Saibhir, and the letter of intent with Network Immunology Inc. to Teaghlach in consideration for 8,576,567 shares from each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach (the "**Distributed Shares**"), and the Distributed Shares will be multiplied by the Conversion Factor so that BC0941092 will receive from each subsidiary the number of shares equal to the issued and outstanding BC0941092 Shares as of the Share Distribution Record Date. Thereafter the Company will be added to the central securities register of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach in respect of such Distributed Shares;

(b) the authorized share capital of the Company will be changed by:

(i) altering the identifying name of the BC0941092 Shares to class A common shares without par value, being the "BC0941092 Class A Shares",

(ii) creating a class consisting of an unlimited number of common shares without par value, being the "New Shares", and

(iii) creating a class consisting of an unlimited number of class A preferred shares without par value having the rights and restrictions described in Schedule "A" to the Plan of Arrangement, being the BC0941092 Class A Preferred Shares;

(c) each issued BC0941092 Class A Share will be exchanged for one New Share and one BC0941092 Class A Preferred Share and, subject to the exercise of a right of dissent, the holders of the BC0941092 Class A Shares will be removed from the central securities register of the Company and will be added to that central securities register as the holders of the number of New Shares and BC0941092 Class A Preferred Shares that they have received on the exchange;

(d) all of the issued BC0941092 Class A Shares will be cancelled with the appropriate entries being made in the central securities register of the Company, and the aggregate paid–up capital (as that term is used for purposes of the Tax Act) of the BC0941092 Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the BC0941092 Class A Preferred Shares so that the aggregate paid–up capital of the BC0941092 Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Shares as of the Effective Date, and each BC0941092 Class A Preferred Share so issued will be issued by the Company at an issue price equal to such aggregate fair market value divided by the number of issued BC0941092 Class A Preferred Shares, such aggregate fair market value of the Distributed Shares to be determined as at the Effective Date by resolution of the directors of the Company;

(e) the Company will redeem the issued BC0941092 Class A Preferred Shares for consideration consisting solely of the Distributed Shares such that each holder of BC0941092 Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that

number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares that is equal to the number of BC0941092 Class A Preferred Shares held by such holder multiplied by the Exchange Factor;

(f) the name of each holder of BC0941092 Class A Preferred Shares will be removed as such from the central securities register of the Company, and all of the issued BC0941092 Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of the Company;

(g) the Distributed Shares transferred to the holders of the BC0941092 Class A Preferred Shares pursuant to step §(e) above will be registered in the names of the former holders of BC0941092 Class A Preferred Shares and appropriate entries will be made in the central securities registers of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach;

(h) the BC0941092 Class A Shares and the BC0941092 Class A Preferred Shares, none of which will be allotted or issued once the steps referred to in steps §(c) and §(e) above are completed, will be cancelled and the authorized share structure of the Company will be changed by eliminating the BC0941092 Class A Shares and the BC0941092 Class A Preferred Shares therefrom;

(i) the Notice of Articles and Articles of the Company will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement; and

(j) after the Effective Date:

(i) all BC0941092 Share Commitments will be exercisable for New Shares and Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares in accordance with the corporate reorganization terms of such commitments, whereby the acquisition of one BC0941092 Share under a BC0941092 Share Commitment will result in the holder of the BC0941092 Share Commitments receiving one New Share and such number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares equal to the number of New Shares so received multiplied by the Exchange Factor,

(ii) pursuant to the Acqua Commitment, Breosla Commitment, Forbairt Commitment, Laidineach Commitment, Saibhir Commitment, and Teaghlach Commitment, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will issue the required number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares upon the exercise of BC0941092 Share Commitments as is directed by the Company, and

(iii) the Company will, as agent for Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, collect and pay to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach a portion of the proceeds received for each BC0941092 Share Commitment so exercised, with the balance of the exercise price to be retained by BC0941092, determined in accordance with the following formula:

$$A = B \times C/D$$

Where:

A is the portion of the proceeds to be received by Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach for each BC0941092 Share Commitment exercised after the Effective Date;

B is the exercise price of the BC0941092 Share Commitments;

C is the fair market value of the Assets transferred to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach under the Arrangement, such fair market value

to be determined as at the Effective Date by resolution of the board of directors of the Company; and

D is the total fair market value of all of the assets of the Company immediately prior to completion of the Arrangement on the Effective Date, which total fair market value shall include, for greater certainty, the Assets.

For information concerning the number of outstanding BC0941092 Share Commitments as at the date hereof, see "The Company After the Arrangement – Changes in Share Capital".

The transactions and events set out above shall occur and shall be deemed to occur at the Effective Time on the Effective Date in the chronological order in which they are set out above.

Subject to receipt of all necessary approvals and pursuant to the Amalgamation Agreement between Acqua and CDN, and on the effective date of the Amalgamation of Acqua and CDN, the following shall occur and shall be deemed to occur in the following order without any further act or formality. All Acqua Shares will be exchanged for shares of CWC on a 0.25 for one basis. All Cdn Water Corp. shares will be exchanged for shares of CWC on a one to one basis. Acqua and Cdn Water Corp. will file an amalgamation application with the Registrar. Acqua Shares and Cdn Water Corp. shares will be cancelled. The property of each of the amalgamating companies shall continue to be the property of CWC. CWC shall continue to be liable for the obligations of each of the amalgamating companies. Any existing cause of action, claim or liability to prosecution of each of the amalgamating companies may be continued to be prosecuted by or against CWC. A conviction against, or ruling, order or judgment in favour of or against, each of the amalgamating companies may be continued to be prosecuted by or against CWC. The articles of CWC are attached to the amalgamation agreement and are very similar to the articles of Acqua. The first directors of CWC shall be comprised of Shao Long Li, Charles Sze Pui Lee, and Donald Albert Gordon. The registered office of CWC shall be 307 – 4940 No.3 Road, Richmond, BC V6X 3V5.

Subject to receipt of all necessary approvals and pursuant to the Amalgamation Agreement between Breosla and Global, and on the effective date of the Amalgamation of Breosla and Global, the following shall occur and shall be deemed to occur in the following order without any further act or formality. Breosla will file Articles of Continuance of Breosla to continue its jurisdiction out of British Columbia and into Ontario. All Breosla Shares will be exchanged for shares of GEE on a 0.58298384 for one basis. All Global Shares will be exchanged for shares of GEE on a one to one basis. Breosla and Global will file an amalgamation application with the Director appointed under section 278 of the *Business Corporations Act* (Ontario). Breosla Shares and Global Shares will be cancelled. The property of each of the amalgamating companies shall continue to be the property of GEE. GEE shall continue to be liable for the obligations of each of the amalgamating companies. Any existing cause of action, claim or liability to prosecution of each of the amalgamating companies may be continued to be prosecuted by or against GEE. A conviction against, or ruling, order or judgment in favour of or against, each of the amalgamating companies may be continued to be prosecuted by or against GEE. The articles of GEE are attached to the amalgamation agreement and are very similar to the articles of Global. The first directors of GEE shall be comprised of Aiman Dally, Mark Pellicane, and Donald Albert Gordon. The registered office of CWC shall be 120 West Beaver Creek Road, Suite 17, Richmond Hill, Ontario.

Subject to receipt of all necessary approvals and pursuant to the Amalgamation Agreement between Forbairt and Genesis, and on the effective date of the Amalgamation of Forbairt and Genesis, the following shall occur and shall be deemed to occur in the following order without any further act or formality. All Forbairt Shares will be exchanged for shares of GNP on a 0.19990668 for one basis. All Genesis Shares will be exchanged for shares of GNP on a one to one basis. Forbairt and GNP will file an amalgamation application with the Registrar. Forbairt Shares and Genesis Shares will be cancelled. The property of each of the amalgamating companies shall continue to be the property of GNP. GNP shall continue to be liable for the obligations of each of the amalgamating companies. Any existing cause of action, claim or liability to prosecution of each of the amalgamating companies may be continued to be prosecuted by or against GNP. A conviction against, or ruling, order or judgment in favour of or against, each of the amalgamating companies may be continued to be prosecuted by or against GNP. The articles of GNP are attached to the amalgamation agreement and are very similar to the articles of Forbairt. The first directors of GNP shall be comprised of Vid Wadhwani, David Jackson, Allan Goulding, Dave C. Carkeek, and Danie Gouws. The registered office of GNP shall be Suite 2300, 2850 Shaughnessy Street, Port Coquitlam, British Columbia.

Subject to receipt of all necessary approvals and pursuant to the Amalgamation Agreement between Laidineach and rTrees, and on the effective date of the Amalgamation of Laidineach and rTrees, the following shall occur and shall be deemed to occur in the following order without any further act or formality. All Laidineach Shares will be exchanged for shares of RTE on a 0.1249999 for one basis. All rTrees Shares will be exchanged for shares of RTE on a one to one basis. Laidineach and rTrees will file an amalgamation application with the Registrar. Laidineach Shares and rTrees Shares will be cancelled. The property of each of the amalgamating companies shall continue to be the property of RTE. RTE shall continue to be liable for the obligations of each of the amalgamating companies. Any existing cause of action, claim or liability to prosecution of each of the amalgamating companies may be continued to be prosecuted by or against RTE. A conviction against, or ruling, order or judgment in favour of or against, each of the amalgamating companies may be continued to be prosecuted by or against RTE. The articles of RTE are attached to the amalgamation agreement and are very similar to the articles of Laidineach. The first directors of RTE shall be comprised of Harvey Granatier, Andrew MacCorquodale, William Shupe, and Frank Proto. The registered office of RTE shall be 1000, 2002 Victoria Ave. Regina Sask. S4P 0R7.

The Amalgamation Agreements are available for inspection at the registered office of BC0941092 at Suite 500, 900 West Hastings Street, Vancouver, British Columbia.

Following the Arrangement and the Amalgamations, the Company will continue to carry on its primary business activities. Each BC0941092 Shareholder will receive one common share of each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach for every BC0941092 Share (multiplied by the Conversion Factor) they own on the Share Distribution Record Date.

On the effective date of the Amalgamation of Acqua and CDN, based on the issued share capital of Acqua and Cdn Water Corp. on the date of this Circular, the following table provides a summary of shares, options and warrants in CWC.

Shares	**Position after Share**	**Position in CWC**	**Percentage in CWC**

	Distribution Record Date		
Acqua Shares	8,576,567	2,144,141	**18**
CDN Shares	9,767,500	9,767,500	**82**
Total CWC shares		**11,911,641**	**100**

On the effective date of the Amalgamation of Breosla and Global, based on the issued share capital of Breosla and Global on the date of this Circular, the following table provides a summary of shares, options and warrants in GEE.

Shares	Position after Share Distribution Record Date	Position in GEE	Percentage in GEE
Breosla Shares	8,576,567	5,000,000	**32.47**
Global Shares	10,400,000	10,400,000	**67.53**
Total GEE shares		**15,400,000**	**100**

On the effective date of the Amalgamation of Forbairt and Genesis, based on the issued share capital of Forbairt and Genesis on the date of this Circular, the following table provides a summary of shares, options and warrants in GNP.

Shares	Position after Share Distribution Record Date	Position in GNP	Percentage in GNP
Forbairt Shares	8,576,567	1,714,513	**8.26**
Genesis Shares	19,050,000	19,050,000	**91.74**
Total GNP shares		**20,764,513**	**100**

On the effective date of the Amalgamation of Laidineach and rTrees, based on the issued share capital of Laidineach and rTrees on the date of this Circular, the following table provides a summary of shares, options and warrants in RTE.

Shares	Position after Share Distribution Record Date	Position in RTE	Percentage in RTE
Laidineach Shares	8,576,567	1,072,070	**2.0**
rTrees Shares	51,004,570	51,004,570	**98.0**
Total RTE shares		**52,076,640**	**100**

Authority of the Board

By passing the Arrangement Resolution, the BC0941092 Shareholders will also be giving authority to the Board, in its sole discretion, to use its best judgment to proceed with and cause the Company to complete the Arrangement without any requirement to seek or obtain any further approval of the BC0941092 Shareholders.

BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that each such amendment, modification and/or supplement must be:

(i) set out in writing;
(ii) filed with the Court and, if made following the BC0941092 Meeting, approved by the Court; and
(iii) communicated to holders of BC0941092 Shares, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach Shares.

Further, any amendment, modification or supplement to the Plan of Arrangement may be made following the Effective Date but shall only be effective if it is consented to by BC0941092, Acqua, Breosla, Forbairt, Laidineach,

Saibhir, and Teaghlach, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, is of an administrative nature required to better give effect to the implementation of the Plan of Arrangement and is not adverse to the financial or economic interests of BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach or any former holder of BC0941092 Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares, as the case may be.

Conditions to the Arrangement

The Arrangement Agreement provides that the Arrangement will be subject to the fulfillment of certain conditions, including the following:

1. the Interim Order shall have been granted in form and substance satisfactory to BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, acting reasonably, and such order shall not have been set aside or modified in a manner unacceptable to BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, or Teaghlach, acting reasonably, on appeal or otherwise;

2. the Arrangement Resolution shall have been passed by the BC0941092 Shareholders at the BC0941092 Meeting in accordance with the Arrangement Provisions, the constating documents of BC0941092, the Interim Order and the requirements of any applicable regulatory authorities;

3. the Arrangement and this Agreement, with or without amendment, shall have been approved by the Acqua Shareholder(s), Breosla Shareholder(s), Forbairt Shareholder(s), Laidineach Shareholder(s), Saibhir Shareholder(s), and Teaghlach Shareholder(s) to the extent required by, and in accordance with, the Arrangement Provisions and the constating documents of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach;

4. the Final Order shall have been granted in form and substance satisfactory to BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, acting reasonably;

5. the notice(s) of alteration and such other documents as may be required to be filed with the Registrar in accordance with the Arrangement shall be in form and substance satisfactory to BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, acting reasonably;

6. all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, each in form acceptable to BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach;

7. there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement; and

8. this Agreement shall not have been terminated under Article 7 of the Arrangement Agreement.

If any of the conditions set out in the Arrangement Agreement are not fulfilled or performed, the Arrangement Agreement may be terminated, or in certain cases the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, or Teaghlach, as the case may be, may waive the condition in whole or in part. As soon as practicable after the fulfillment of the conditions contained in the Arrangement Agreement, the Board intends to cause a certified copy of the Final Order to be filed with the Registrar under the Act, together with such other material as may be required by the Registrar, in order that the Arrangement will become effective.

Management of the Company believes that all material consents, orders, regulations, approvals or assurances required for the completion of the Arrangement will be obtained in the ordinary course upon application therefor.

Shareholder Approval

BC0941092 Shareholder Approval

In order for the Arrangement to become effective, the Arrangement Resolution must be passed, with or without variation, by a special resolution of at least two-thirds (2/3) of the eligible votes cast in respect of the Arrangement Resolution by BC0941092 Shareholders present in person or by proxy at the Meeting.

Shareholder Approval for Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach

BC0941092, as the sole shareholder of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, has approved the Arrangement by consent resolution.

Court Approval of the Arrangement

The Arrangement as structured is subject to the approval of the Court. Prior to the mailing of this Circular, the Company obtained the Interim Order authorizing the calling and holding of the Meeting and providing for certain other procedural matters. A copy of the Interim Order is attached as Schedule "B" to this Circular. The Notice of Hearing of Petition for the Final Order is attached to the Notice of Meeting.

Assuming the Arrangement Resolution is approved by the BC0941092 Shareholders at the Meeting, the hearing for the Final Order is scheduled to take place at 9:45 a.m. (Vancouver time) on or after August 12, 2014 at the Courthouse located at 800 Smithe Street, Vancouver, British Columbia or at such other date and time as the Court may direct. At this hearing, any security holder, director, auditor or other interested party of the Company who wishes to participate or to be represented or present evidence or argument may do so, subject to filing an appearance and satisfying certain other requirements.

The Court has broad discretion under the Act when making orders in respect of arrangements and the Court may approve the Arrangement as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks appropriate. The Court, in hearing the application for the Final Order, will consider, among other things, the fairness of the terms and conditions of the Arrangement to the BC0941092 Shareholders.

Proposed Timetable for Arrangement

The anticipated timetable for the completion of the Arrangement and the key dates proposed are as follows:

Annual General and Special Meeting: August 12, 2014

Final Court Approval: After August 12, 2014

Share Distribution Record Date: To be determined

Effective Date: On or about the Share Distribution Record Date

Mailing of Certificates for Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares: Approximately 5 to 10 Business Days after the Share Distribution Record Date

Notice of the actual Share Distribution Record Date and Effective Date will be given to the BC0941092 Shareholders through one or more press releases. The boards of directors of the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, respectively, will determine the Effective Date depending upon satisfaction that all of the conditions to the completion of the Arrangement are satisfied.

Share Certificates

After the Share Distribution Record Date, the share certificates representing, on their face, BC0941092 Shares will be deemed to represent only New Shares with no right to receive Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, or Teaghlach Shares. Before the Share Distribution Record Date, the share certificates representing, on their face, BC0941092 Shares, will be deemed under the Plan of Arrangement to

represent New Shares and an entitlement to receive Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares in accordance with the terms of the Arrangement. As soon as practicable after the Effective Date, share certificates representing the appropriate number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares will be sent to all BC0941092 Shareholders of record on the Share Distribution Record Date.

No new share certificates will be issued for the New Shares created under the Arrangement and therefore holders of BC0941092 Shares must retain their certificates as evidence of their ownership of New Shares. Certificates representing, on their face, BC0941092 Shares will constitute good delivery in connection with the sale of New Shares completed through the facilities of the Exchange after the Effective Date.

CWC, GEE, GNP, and RTE Share Certificates

As soon as practicable after the Effective Date, share certificates or certificates of direct share registration (as may be determined by the boards of directors of the respective companies) representing the appropriate number of CWC, GEE, GNP, and RTE Shares will be sent to all BC0941092 Shareholders of record on the Share Distribution Record Date.

Relationship between the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach After the Arrangement

On completion of the Arrangement, the current directors of the Company will be the directors of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. Brian Peterson, the President and a director of the Company, will serve as the President of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach and Don Gordon will serve as the Chief Executive Officer and Chief Financial Officer of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. See "Acqua After the Arrangement — Directors and Officers of Acqua", "Breosla After the Arrangement — Directors and Officers of Breosla", "Forbairt After the Arrangement — Directors and Officers of Forbairt", "Laidineach After the Arrangement — Directors and Officers of Laidineach", "Saibhir After the Arrangement — Directors and Officers of Saibhir", and "Teaghlach After the Arrangement — Directors and Officers of Teaghlach".

Relationship between the Company and CWC, GEE, GNP, and RTE after the Arrangement and Amalgamations

It is expected that on completion of the Arrangement, Donald Gordon will be a common director of BC0941092 and the Subsidiaries, CWC, and GEE.

See "Pro-Forma Information of CWC After Giving Effect to the Arrangement and Amalgamation between Acqua and Cdn Water Corp. – Directors and Officers of CWC", "Pro-Forma Information of GEE After Giving Effect to the Arrangement and Amalgamation between Breosla and Global Energy Enhancement Corp. – Directors and Officers of GEE", "Pro-Forma Information of GNP After Giving Effect to the Arrangement and Amalgamation between Forbairt and Genesis Income Properties Inc. – Directors and Officers of GNP", and "Pro-Forma Information of RTE After Giving Effect to the Arrangement and Amalgamation between Laidineach and rTrees Producers Limited – Directors and Officers of RTE".

Effect of the Arrangement and Amalgamations on BC0941092 Shareholders

Following the Arrangement, the Company will continue to carry on its primary business activities.

Each BC0941092 Shareholder as of the Share Distribution Record Date, other than a Dissenting Shareholder, will, immediately after the Arrangement, hold one BC0941092 Share and its pro–rata share of the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares to be distributed under the Arrangement for each currently held BC0941092 Share (multiplied by the Conversion Factor) they own on the Share Distribution Record Date.

Following the Amalgamation, each BC0941092 Shareholder, other than a Dissenting Shareholder, will, immediately after the Amalgamation, hold one BC0941092 Share and its pro-rata share of the CWC Shares, GEE Shares, GNP

Shares, and RTE Shares to be distributed under the Arrangement for each held share of Acqua, Breosla, Forbairt, and Laidineach, respectively.

There are currently 8,576,567 BC0941092 Shares. There are no stock options and there no warrants.

Amalgamation between Acqua and Cdn Water Corp.

If there are no Dissenting Shareholders, immediately following the completion of the Amalgamation between Acqua and Cdn Water Corp., there will be approximately 11,911,641 CWC shares issued and outstanding. Acqua Shareholders will hold approximately 18% of CWC shares, and Cdn Water Corp. shareholders will hold approximately 82% of the CWC shares following the Amalgamation between Acqua and CDN.

The following table provides a summary of shares in CWC.

Shares	**Position after Share Distribution Record Date**	**Position in CWC**	**Percentage in CWC**
Acqua Shares	8,576,567	2,144,141	**18**
CDN Shares	9,767,500	9,767,500	**82**
Total CWC shares		**11,911,641**	**100**

Pursuant to the Amalgamation Agreement, there will be four directors of CWC, who will be Shao Long Li, Charles Sze Pui Lee, and Donald Albert Gordon.

In connection with the Amalgamation between Acqua and CDN, CWC intends to apply for listing of the CWC shares on the CSE. Listing on the CSE is subject to meeting minimum listing requirements and there is no guarantee that CWC will meet the listing requirements and that its shares will be listed on any stock exchange. After the completion of the Amalgamation, CWC expects to become a reporting issuer in British Columbia, Alberta, and Ontario.

Amalgamation between Breosla and Global Energy Enhancement Corp.

If there are no Dissenting Shareholders, immediately following the completion of the Amalgamation between Breosla and Global Energy Enhancement Corp., there will be approximately 15,400,000 GEE shares issued and outstanding. Breosla Shareholders will hold approximately 32.47% of GEE shares, and Global Energy Enhancement Corp. shareholders will hold approximately 67.53% of the GEE shares following the Amalgamation between Breosla and Global.

The following table provides a summary of shares in GEE.

Shares	**Position after Share Distribution Record Date**	**Position in GEE**	**Percentage in GEE**
Breosla Shares	8,576,567	5,000,000	**32.47**
Global Shares	10,400,000	10,400,000	**67.53**
Total GEE shares		**15,400,000**	**100**

Pursuant to the Amalgamation Agreement, there will be three directors of GEE, who will be Aiman Dally, Mark Pellicane, and Donald Albert Gordon.

In connection with the Amalgamation between Breosla and Global, GEE intends to apply for listing of the GEE shares on the CSE. Listing on the CSE is subject to meeting minimum listing requirements and there is no guarantee that GEE will meet the listing requirements and that its shares will be listed on any stock exchange. After the completion of the Amalgamation, GEE expects to become a reporting issuer in British Columbia, Alberta, and Ontario.

Amalgamation between Forbairt and Genesis Income Properties Inc.

If there are no Dissenting Shareholders, immediately following the completion of the Amalgamation between Forbairt and Genesis Income Properties Inc., there will be approximately 20,764,513 GNP shares issued and outstanding. Forbairt Shareholders will hold approximately 8.26% of GNP shares, and Genesis Income Properties Inc. shareholders will hold approximately 91.74% of the GNP shares following the Amalgamation between Forbairt and Genesis Income Properties Inc.

The following table provides a summary of shares in GNP.

Shares	Position after Share Distribution Record Date	Position in GNP	Percentage in GNP
Forbairt Shares	8,576,567	1,714,513	**8.26**
Genesis Shares	19,050,000	19,050,000	**91.74**
Total GNP shares		**20,764,513**	**100**

Pursuant to the Amalgamation Agreement, there will be five directors of GNP, who will be Vid Wadhwani, David Jackson, Allan Goulding, Dave C. Carkeek, and Danie Gouws.

In connection with the Amalgamation between Forbairt and Genesis Income Properties Inc., GNP intends to apply for listing of the GNP shares on the CSE. Listing on the CSE is subject to meeting minimum listing requirements and there is no guarantee that GNP will meet the listing requirements and that its shares will be listed on any stock exchange. After the completion of the Amalgamation, GNP expects to become a reporting issuer in British Columbia, Alberta, and Ontario.

Amalgamation between Laidineach and rTrees Producers Limited

If there are no Dissenting Shareholders, immediately following the completion of the Amalgamation between Laidineach and rTrees Producers Limited, there will be approximately 54,105,278 RTE shares issued and outstanding. Laidineach Shareholders will hold approximately 1.98% of RTE shares, and rTrees Producers Limited shareholders will hold approximately 98.02% of the RTE shares following the Amalgamation between Laidineach and rTrees Producers Limited.

The following table provides a summary of shares in RTE.

Shares	Position after Share Distribution Record Date	Position in RTE	Percentage in RTE
Laidineach Shares	8,576,567	1,072,070	**2.0**
rTrees Shares	51,004,570	51,004,570	**98.0**
Total RTE shares		**52,076,640**	**100**

Pursuant to the Amalgamation Agreement, there will be four directors of RTE, who will be Harvey Granatier, Andrew MacCorquodale, William Shupe, and Frank Proto.

In connection with the Amalgamation between Laidineach and rTrees Producers Limited, RTE intends to apply for listing of the RTE shares on the CSE. Listing on the CSE is subject to meeting minimum listing requirements and there is no guarantee that RTE will meet the listing requirements and that its shares will be listed on any stock exchange. After the completion of the Amalgamation, RTE expects to become a reporting issuer in British Columbia, Alberta, and Ontario.

Conditions to the Amalgamation of Acqua and Cdn Water Corp.

The respective obligations of Acqua and Cdn Water Corp. to complete the transaction contemplated by the Amalgamation of Acqua and Cdn Water Corp. are subject to conditions set out in the Amalgamation Agreement

between Acqua and Cdn Water Corp. that must be satisfied in order for the Amalgamation of Acqua and Cdn Water Corp. to become effective. The Amalgamation Agreement is available for inspection at the registered office of BC0941092 at Suite 500, 900 West Hastings Street, Vancouver, BC, and will be available at the Meeting.

Conditions to the Amalgamation of Breosla and Global Energy Enhancement Corp.

The respective obligations of Breosla and Global Energy Enhancement Corp. to complete the transaction contemplated by the Amalgamation of Breosla and Global Enhancement Corp. are subject to conditions set out in the Amalgamation Agreement between Breosla and Global Enhancement Corp. that must be satisfied in order for the Amalgamation of Breosla and Global Energy Enhancement Corp. to become effective. A copy of the Amalgamation Agreement is available for inspection at the registered office of BC0941092 at Suite 500, 900 West Hastings Street, Vancouver, BC, and will be available at the Meeting.

Approval of Continuance of Breosla

Continuation from British Columbia to Ontario

Currently, Breosla is governed by the BCBCA. Upon closing of the Arrangement, Breosla proposes to continue its corporate jurisdiction from the Province of British Columbia to the Province of Ontario. Management of Breosla, in consultation with management of Global, has determined and believes that it is in the best interests of and will be more efficient and cost effective for Breosla to be governed by the laws of Ontario upon closing of the Arrangement. Upon the continuation, the BCBCA will cease to apply to Breosla and Breosla will thereupon become subject to the *Business Corporations Act* (Ontario) as if it had been originally incorporated as an Ontario corporation.

The BCBCA currently governs the corporate affairs of Breosla and restricts the jurisdictions into which a company may continue. The Registrar appointed under the BCBCA is prepared to allow a continuation out of British Columbia into Ontario upon: (i) receipt of an application for continuation into Ontario; and (ii) being satisfied that certain rights, obligations, liabilities and responsibilities of Breosla as set out in section 310 of the BCBCA will remain unaffected as a result of the continuation.

The *Business Corporations Act* (Ontario) also provides for companies incorporated in foreign jurisdictions to be continued into Ontario and allows for companies so continued to continue out to a foreign jurisdiction. A company being continued into Ontario will be subject to the requirements of the *Business Corporations Act* (Ontario) and all other laws of Ontario that govern corporations. The registration of the continuation does not create a new legal entity, nor does it prejudice or affect the continuity of Breosla.

The continuation of Breosla into Ontario will affect certain rights of Breosla's shareholders as they currently exist under the BCBCA. Please refer to Schedule "U" hereto for an outline of the differences between the BCBCA and the *Business Corporations Act* (Ontario). Breosla Shareholders should consult their legal advisors regarding implications of the continuation, which may be of particular importance to them.

Status as an Ontario Company

As a British Columbia company, Breosla's charter documents consist of Articles of Incorporation, Notice of Articles and any amendments thereto to date. On completion of the continuation, Breosla will cease to be governed by the BCBCA and will thereafter be deemed to have been formed under the *Business Corporations Act* (Ontario). As part of the continuation, BC0941092 Shareholders will be asked to approve the adoption of Articles of Continuance, which comply with the requirements of the *Business Corporations Act* (Ontario), copies of which will be mailed to any Breosla Shareholder, free of charge, who requests a copy in writing, from Breosla at its head office and will be available for review by the shareholders at the Meeting.

Conditions to the Amalgamation of Forbairt and Genesis Income Properties Inc.

The respective obligations of Forbairt and Genesis Income Properties Inc. to complete the transaction contemplated by the Amalgamation of Forbairt and Genesis Income Properties Inc. are subject to conditions set out in the Amalgamation Agreement between Forbairt and Genesis Income Properties Inc. that must be satisfied in order for the Amalgamation of Forbairt and Genesis Income Properties Inc. to become effective. A copy of the Amalgamation

Agreement is available for inspection at the registered office of BC0941092 at Suite 500, 900 West Hastings Street, Vancouver, BC, and will be available at the Meeting.

Conditions to the Amalgamation of Laidineach and rTrees Producers Limited

The respective obligations of Laidineach and rTrees Producers Limited to complete the transaction contemplated by the Amalgamation of Laidineach and rTrees Producers Limited are subject to conditions set out in the Amalgamation Agreement between Laidineach and rTrees Producers Limited that must be satisfied in order for the Amalgamation of Laidineach and rTrees Producers Limited to become effective. A copy of the Amalgamation Agreement is available for inspection at the registered office of BC0941092 at Suite 500, 900 West Hastings Street, Vancouver, BC, and will be available at the Meeting.

Approval of Continuance of Laidineach

Continuation from British Columbia to Saskatchewan

Currently, Laidineach is governed by the BCBCA. Upon closing of the Arrangement, Breosla proposes to continue its corporate jurisdiction from the Province of British Columbia to the Province of Saskatchewan. Management of Laidineach, in consultation with management of rTrees, has determined and believes that it is in the best interests of and will be more efficient and cost effective for Laidineach to be governed by the laws of Saskatchewan upon closing of the Arrangement. Upon the continuation, the BCBCA will cease to apply to Laidineach and Laidineach will thereupon become subject to the *Business Corporations Act* (Saskatchewan) as if it had been originally incorporated as a Saskatchewan corporation.

The BCBCA currently governs the corporate affairs of Laidineach and restricts the jurisdictions into which a company may continue. The Registrar appointed under the BCBCA is prepared to allow a continuation out of British Columbia into Saskatchewan upon: (i) receipt of an application for continuation into Ontario; and (ii) being satisfied that certain rights, obligations, liabilities and responsibilities of Laidineach as set out in section 310 of the BCBCA will remain unaffected as a result of the continuation.

The *Business Corporations Act* (Saskatchewan) also provides for companies incorporated in foreign jurisdictions to be continued into Saskatchewan and allows for companies so continued to continue out to a foreign jurisdiction. A company being continued into Saskatchewan will be subject to the requirements of the *Business Corporations Act* (Saskatchewan) and all other laws of Saskatchewan that govern corporations. The registration of the continuation does not create a new legal entity, nor does it prejudice or affect the continuity of Laidineach.

The continuation of Laidineach into Saskatchewan will affect certain rights of Laidineach's shareholders as they currently exist under the BCBCA. Please refer to Schedule "U" hereto for an outline of the differences between the BCBCA and the *Business Corporations Act* (Saskatchewan). Laidineach Shareholders should consult their legal advisors regarding implications of the continuation, which may be of particular importance to them.

Status as a Saskatchewan Company

As a British Columbia company, Laidineach's charter documents consist of Articles of Incorporation, Notice of Articles and any amendments thereto to date. On completion of the continuation, Laidineach will cease to be governed by the BCBCA and will thereafter be deemed to have been formed under the *Business Corporations Act* (Saskatchewan). As part of the continuation, BC0941092 Shareholders will be asked to approve the adoption of Articles of Continuance, which comply with the requirements of the *Business Corporations Act* (Saskatchewan), copies of which will be mailed to any Laidineach Shareholder, free of charge, who requests a copy in writing, from Laidineach at its head office and will be available for review by the shareholders at the Meeting.

Procedure for the Amalgamations to Become Effective

Pursuant to the Amalgamation Agreements, the following steps must be taken for the Amalgamations to become effective:

1) BC0941092 Shareholders must approve the Amalgamations and the continuance of Breosla out of the province of British Columbia and into the province of Ontario, as well as the continuance of Laidineach out of the province of British Columbi and into the province of Saskatchewan;

2) The shareholders of Cdn Water Corp., Global Energy Enhancement Corp., Genesis Income Properties Inc., and rTrees Producers Limited will have to approve the Amalgamations;

3) all conditions precedent to the Amalgamations, as set forth in the Amalgamation Agreements, must be satisfied or waived by the appropriate party; and

the Amalgamation Applications in the forms prescribed by the BCBCA must be filed by Acqua and Forbairt with the Registrar;
the Amalgamation Applications in the form prescribed by the *Business Corporations Act* (Ontario) must be filed by Breosla with the Director appointed under section 278 of the *Business Corporations Act* (Ontario); and

the Amalgamation Applications in the form prescribed by the *Business Corporations Act* (Saskatchewan) must be filed by Laidineach with the Director of Corporations appointed under section 279 of the *Business Corporations Act* (Saskatchewan).

Effect of Arrangement on Outstanding BC0941092 Share Commitments

After the Effective Date, all BC0941092 Share Commitments will be exercisable for BC0941092 Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares in accordance with the corporate reorganization and adjustment provisions of such commitments, whereby the exercise of a BC0941092 Share Commitment will result in the holder of the BC0941092 Share Commitment receiving one BC0941092 Share and one Acqua Share, one Breosla Share, one Forbairt Share, one Laidineach Share, one Saibhir Share, and one Teaghlach Share. Pursuant to the Acqua Commitment, Breosla Commitment, Forbairt Commitment, Laidineach Commitment, Saibhir Commitment, and Teaghlach Commitment, each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will issue the required number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares upon the exercise of BC0941092 Share Commitments as is directed by BC0941092 and BC0941092 will, as agent for Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, collect and pay to each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach a portion of the proceeds received for each BC0941092 Share Commitment so exercised, with the balance of the exercise price to be retained by BC0941092, as determined in accordance with §3.4 of the Arrangement Agreement.

Resale of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares and Resale of CWC Shares, GEE Shares, GNP Shares, and RTE Shares

Exemption from Canadian Prospectus Requirements and Resale Restrictions

The issue of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares pursuant to the Arrangement and the issue of CWC shares, GEE shares, GNP shares, and RTE shares pursuant to the Amalgamtions will be made pursuant to exemptions from the registration and prospectus requirements contained in applicable provincial securities legislation in Canada. Under applicable provincial securities laws, such Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, Teaghlach Shares, and shares of CWC, GEE, GNP, and RTE may be resold in Canada without hold period restrictions, except that any person, company or combination of persons or companies holding a sufficient number of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, Teaghlach Shares, and shares of CWC, GEE, GNP, and RTE to affect materially the control of the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, Teaghlach, CWC, GEE, GNP, or RTE respectively, will be restricted from reselling such shares. In addition, existing hold periods on any BC0941092 Shares in effect on the Effective Date will be carried forward to the corresponding Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, Teaghlach Shares, and shares of CWC, GEE, GNP, and RTE.

The foregoing discussion is only a general overview of the requirements of Canadian securities laws for the resale of the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares received upon completion of the Arrangement, as well as shares of CWC, GEE, GNP, and RTE received upon completion of the Amalgamations. All holders of BC0941092 Shares are urged to consult

with their own legal counsel to ensure that any resale of their Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, Teaghlach Shares, and shares of CWC, GEE, GNP, and RTE complies with applicable securities legislation.

Application of United States Securities Laws

The Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, Teaghlach Shares, and shares of CWC, GEE, GNP, and RTE to be issued to the BC0941092 Shareholders under the Arrangement and the Amalgamations have not been registered under the U.S. Securities Act, or under the securities laws of any state of the United States, and will be issued to BC0941092 Shareholders resident in the United States in reliance on the exemption from registration set forth in Section 3(a)(10) of the U.S. Securities Act on the basis of the approval of the Arrangement by the Court, and pursuant to available exemptions from registration under applicable state securities laws. The Court will be advised that the Court's approval, if obtained, will constitute the basis for an exemption from the registration requirements of the U.S. Securities Act.

U.S. Resale Restrictions – Securities Issued to BC0941092 Shareholders

Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, Teaghlach Shares, and shares of CWC, GEE, GNP, and RTE to be issued to a BC0941092 Shareholder who is an "affiliate" of either the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, Teaghlach, CWC, GEE, GNP, or RTE prior to the Arrangement and Amalgamations or will be an "affiliate" of Acqua, Breosla, Forbairt, Laidineach, Saibhir, Teaghlach, CWC, GEE, GNP, or RTE after the Arrangement and Amalgamations will be subject to certain restrictions on resale imposed by the U.S. Securities Act. Pursuant to Rule 144 under the U.S. Securities Act, an "affiliate" of an issuer for the purposes of the U.S. Securities Act is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such issuer.

The foregoing discussion is only a general overview of certain requirements of United States securities laws applicable to the securities received upon completion of the Arrangement and Amalgamations. All holders of securities received in connection with the Arrangement and Amalgamations are urged to consult with counsel to ensure that the resale of their securities complies with applicable securities legislation.

Additional Information for U.S. Security Holders

THE SECURITIES ISSUABLE IN CONNECTION WITH THE ARRANGEMENT AND AMALGAMATIONS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR SECURITIES REGULATORY AUTHORITIES IN ANY STATE, NOR HAS THE SEC OR THE SECURITIES REGULATORY AUTHORITIES OF ANY STATE PASSED ON THE ADEQUACY OR ACCURACY OF THIS CIRCULAR AND ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Circular has been prepared in accordance with the applicable disclosure requirements in Canada. Residents of the United States should be aware that such requirements are different than those of the United States applicable to proxy statements under the U.S. Exchange Act. Likewise, information concerning the assets and operations of the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, Teaghlach, CWC, GEE, GNP, and RTE has been prepared in accordance with Canadian standards, and may not be comparable to similar information for United States companies.

Financial statements included herein have been prepared in accordance with generally accepted accounting principles and are subject to auditing and auditor independence standards in Canada, and thus may not be comparable to financial statements of United States companies. BC0941092 Shareholders should be aware that the acquisition of the securities described herein may have tax consequences both in the United States and in Canada.

The enforcement by investors of civil liabilities under the United States federal securities laws may be affected adversely by the fact that the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, Teaghlach, CWC, GEE, GNP, and RTE are incorporated or amalgamated or organized under the laws of a foreign country, that some or all of their officers and directors and any experts named herein may be residents of a foreign country, and that all or a substantial portion of the assets of the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, Teaghlach, CWC, GEE, GNP, and RTE and said persons may be located outside the United States.

Expenses of Arrangement

Pursuant to the Arrangement Agreement, the costs relating to the Arrangement, including without limitation, financial, advisory, accounting, and legal fees will be borne by the party incurring them. The costs of the Arrangement to the Effective Date will be borne by the Company.

INCOME TAX CONSIDERATIONS

Certain Canadian Federal Income Tax Considerations

The following fairly summarizes the principal Canadian federal income tax considerations relating to the Arrangement applicable to a BC0941092 Shareholder (in this summary, a "**Holder**") who, at all material times for purposes of the Tax Act:

- holds all BC0941092 Shares, and will hold all New Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares, solely as capital property;
- deals at arm's length with BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach;
- is not "affiliated" with the Company or Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach;
- is not a "financial institution" for the purposes of the mark–to–market rules in the Tax Act; and
- has not acquired BC0941092 Shares on the exercise of an employee stock option.

BC0941092 Shares, New Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares generally will be considered to be capital property of the Holder unless the Holder holds the shares in the course of carrying on a business or acquired them in a transaction considered to be an adventure in the nature of trade.

This summary is based on the current provisions of the Tax Act, the regulations there under (the "**Regulations**") and counsel's understanding of the current administrative practices and policies of the Canada Revenue Agency (the "**CRA**"). This summary does not take into account any provincial, territorial, or foreign income tax considerations which may differ from the Canadian federal income tax considerations discussed below. An advance income tax ruling will not be sought from the CRA in respect of the Arrangement.

This summary also assumes that at the Effective Date under the Arrangement and all other material times thereafter,

- the paid–up capital of the BC0941092 Class A Shares (the re-designated BC0941092 Shares) as computed for the purposes of the Tax Act will not be less than the fair market value of the Assets to be transferred to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach pursuant to the Arrangement,

and is qualified accordingly.

This summary is of a general nature only, and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, and should not be construed to be, legal or tax advice to any BC0941092 Shareholder. Accordingly, BC0941092 Shareholders should each consult their own tax and legal advisers for advice as to the income tax consequences of the Arrangement applicable to them in their particular circumstances.

Holders Resident in Canada

The following portion of the summary is applicable only to Holders (each, in this portion of the summary, a "Resident Holder") who are or are deemed to be residents in Canada for the purposes of the Tax Act.

Exchange of BC0941092 Shares for New Shares and BC0941092 Class A Preferred Shares

A Resident Holder whose BC0941092 Class A Shares (the re-designated BC0941092 Shares) are exchanged for New Shares and BC0941092 Class A Preferred Shares pursuant to the Arrangement will not realize any capital gain or loss as a result of the exchange. The Resident Holder will be required to allocate the adjusted cost base ("ACB") of the Holder's BC0941092 Shares, determined immediately before the Arrangement, pro–rata to the New Shares and BC0941092 Class A Preferred Shares received on the exchange based on the relative fair market values of those New Shares and BC0941092 Class A Preferred Shares immediately after the exchange.

Redemption of BC0941092 Class A Preferred Shares

Pursuant to the Arrangement, the paid–up capital of the BC0941092 Class A Shares immediately before their exchange for New Shares and BC0941092 Class A Preferred Shares will be allocated to the BC0941092 Class A Preferred Shares to be issued on the exchange to the extent of an amount equal to the fair market value of the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares to be issued to BC0941092 pursuant to the Arrangement in consideration for the Assets and the balance of such paid–up capital will be allocated to the New Shares to be issued on the exchange.

The Company has informed counsel that it expects that the fair market value of the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares to be so issued will be materially less than the paid–up capital of the BC0941092 Class A Shares immediately before the exchange, and counsel has assumed for the purposes of this summary that the Company's expectation is correct. Accordingly, the Company is not expected to be deemed to have paid, and no Resident Holder is expected to be deemed to have received, a dividend as a result of the distribution of Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares on the redemption of the BC0941092 Class A Preferred Shares pursuant to the Arrangement.

Each Resident Holder whose BC0941092 Class A Preferred Shares are redeemed for Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares pursuant to the Arrangement will realize a capital gain (capital loss) equal to the amount, if any, by which the fair market value of the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares, less reasonable costs of disposition, exceed (are exceeded by) their ACB immediately before the redemption. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described below (see "Holders Resident in Canada — Taxation of Capital Gains and Losses").

The cost to a Resident Holder of BC0941092 Class A Preferred Shares acquired on the exchange will be equal to the fair market value of the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares at the time of their distribution.

Disposition of New Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares

A Resident Holder who disposes of a New Share or an Acqua Share, Breosla Share, Forbairt Share, Laidineach Share, Saibhir Share, and Teaghlach Share will realize a capital gain (capital loss) equal to the amount by which the proceeds of disposition of the share, less reasonable costs of disposition, exceed (are exceeded by) the ACB of the share to the Resident Holder determined immediately before the disposition. Any capital gain or loss so arising will be subject to the usual rules applicable to the taxation of capital gains and losses described below. See "Holders Resident in Canada — Taxation of Capital Gains and Losses".

Taxation of Capital Gains and Losses

A Resident Holder who realizes a capital gain (capital loss) in a taxation year must include one-half of the capital gain ("taxable capital gain") in income for the year, and may deduct one-half of the capital loss ("allowable capital loss") against taxable capital gains realized in the year, and to the extent not so deductible, against taxable capital gains arising in any of the three preceding taxation years or any subsequent taxation year.

The amount of any capital loss arising from a disposition or deemed disposition of a BC0941092 Class A Preferred Share, New Share, or an Acqua Share, Breosla Share, Forbairt Share, Laidineach Share, Saibhir Share, or Teaghlach Share by a Resident Holder that is a corporation may, to the extent and under circumstances specified in the Tax Act, be reduced by the amount of certain dividends received or deemed to be received by the corporation on the share. Similar rules may apply if the corporation is a member of a partnership or beneficiary of a trust that owns shares, or where a partnership or trust of which the corporation is a member or beneficiary is a member of a partnership or a beneficiary of a trust that owns shares.

A Resident Holder that is a "Canadian–controlled private corporation" for the purposes of the Tax Act may be required to pay an additional 6⅔% refundable tax in respect of any net taxable capital gain that it realizes on disposition of a BC0941092 Class A Preferred Share, New Share or an Acqua Share, Breosla Share, Forbairt Share, Laidineach Share, Saibhir Share, and Teaghlach Share.

Taxation of Dividends

A Resident Holder who is an individual will be required to include in income any dividend that the Resident Holder receives, or is deemed to receive, on New Shares or Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares, and will be subject to the gross–up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations.

A Resident Holder that is a corporation will be required to include in income any dividend that it receives or is deemed to be received on New Shares or Acqua Shares or Breosla Shares or Forbairt Shares or Laidineach Shares or Saibhir Shares or Teaghlach Shares, and generally will be entitled to deduct an equivalent amount in computing its taxable income. A "private corporation" (as defined in the Tax Act) or any other corporation controlled or deemed to be controlled by or for the benefit of an individual or a related group of individuals may be liable under Part IV of the Tax Act to pay a refundable tax of 33⅓% on any dividend that it receives or is deemed to be received on New Shares or Acqua Shares or Breosla Shares or Forbairt Shares or Laidineach Shares or Saibhir Shares or Teaghlach Shares to the extent that such dividends are deductible in computing the corporation's taxable income. Any such Part IV tax will be refundable to it at the rate of $1 for every $3 of taxable dividends that it pays on its shares.

Alternative Minimum Tax on Individuals

A capital gain realized, or deemed to be realized, by a Resident Holder who is an individual (including certain trusts and estates) may give rise to liability to alternative minimum tax under the Tax Act.

Dissenting Resident Holders

A Resident Holder who validly exercises Dissent Rights (a "Resident Dissenter") and consequently is paid the fair value for the Resident Dissenter's BC0941092 Shares in accordance with the Arrangement will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid–up capital of the Resident Dissenter's BC0941092 Shares. Any such deemed dividend will be subject to tax as discussed above under "Holders Resident in Canada — Taxation of Dividends". The Resident Dissenter will also realize a capital gain (capital loss) equal to the amount, if any, by which the payment, less the deemed dividend (if any) and less reasonable costs of disposition, exceeds (is exceeded by) the ACB of the shares. The Resident Dissenter will be required to include any resulting taxable capital in income, and to deduct any resulting allowable capital loss, in accordance with the usual rules applicable to capital gains and losses. See "Holders Resident in Canada – Taxation of Capital Gains and Losses".

The Resident Dissenter must also include in income any interest awarded by a court to the Resident Dissenter.

Eligibility for Investment

BC0941092 Class A Preferred Shares and New Shares will be qualified investments under the Tax Act for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, and registered education savings plans ("Registered Plans") at any particular time provided that, at that time, either the shares are listed on a "prescribed stock exchange" or BC0941092 is a "public corporation" as defined for the purposes of the Tax Act.

Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares will be qualified investments under the Tax Act for Registered Plans at any particular time provided that, at that time, either the Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares are listed on a "designated stock exchange" or Acqua, Breosla, Forbairt, Laidineach, Saibhir, or Teaghlach is a "public corporation" as so defined.

Holders Not Resident in Canada

The following portion of this summary is applicable only to Holders (each in this portion of the summary a "Non–resident Holder") who:

- have not been, are not, and will not be resident or deemed to be resident in Canada for purposes of the Tax Act;
- do not and will not, and are not and will not be deemed to, use or hold BC0941092 Shares, New Shares, BC0941092 Class A Preferred Shares, or Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, or Teaghlach Shares in connection with carrying on a business in Canada; and
- whose BC0941092 Class A Shares (the re-designated BC0941092 Shares), BC0941092 Class A Preferred Shares, New Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares will not at the Effective Date under the Arrangement, or at any material time thereafter, constitute "taxable Canadian property" for the purposes of the Tax Act.

Generally, a BC0941092 Class A Share, BC0941092 Class A Preferred Share, New Share, or Acqua Share, Breosla Share, Forbairt Share, Laidineach Share, Saibhir Share, or Teaghlach Share, as applicable, owned by a Non–resident Holder will not be taxable Canadian property of the Non–resident Holder at a particular time provided that, at that time, (i) the share is listed on a prescribed stock exchange (which includes the Exchange), (ii) neither the Non–resident Holder nor persons with whom the Non–resident Holder does not deal at arm's length alone or in any combination has owned 25% or more of the shares of any class or series in the capital of the issuing corporation within the previous five years, and (iii) the share was not acquired in a transaction as a result of which it was deemed to be taxable Canadian property of the Non–resident Holder.

Special rules, which are not discussed in this summary, may apply to a Non–resident Holder that is an insurer carrying on business in Canada.

Capital Gains and Capital Losses on Share Exchanges and Subsequent Dispositions of Shares

A Non–resident Holder who participates in the Arrangement will not be subject to tax under the Tax Act on any capital gain realized on the exchange of BC0941092 Class A Shares (the re-designated BC0941092 Shares) for New Shares and BC0941092 Class A Preferred Shares, nor on the redemption of BC0941092 Class A Preferred Shares in consideration for Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares.

Similarly, any capital gain realized by a Non–resident Holder on the subsequent disposition or deemed disposition of a New Share, Acqua Share, Breosla Share, Forbairt Share, Laidineach Share, Saibhir Share, or Teaghlach Share acquired pursuant to the Arrangement will not be subject to tax under the Tax Act, provided either that the shares do not constitute taxable Canadian property of the Non–resident Holder at the time of disposition, or an applicable income tax treaty exempts the capital gain from tax under the Tax Act.

Non–resident Holders will be exempt from the reporting and withholding obligations of §116 of the Tax Act in respect of the disposition of BC0941092 Class A Shares and BC0941092 Class A Preferred Shares pursuant to the Arrangement.

Deemed Dividends on the Redemption of BC0941092 Class A Preferred Shares

For the reasons set above under "Holders Resident in Canada — Redemption of BC0941092 Class A Preferred Shares", the Company expects that no Non–Resident Holder will be deemed to have received a dividend on the redemption of BC0941092 Class A Preferred Shares for Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, or Teaghlach Shares.

Taxation of Dividends

A Non–resident Holder to whom a dividend on a New Share or Acqua Share, Breosla Share, Forbairt Share, Laidineach Share, Saibhir Share, or Teaghlach Share is or is deemed to be paid, or credited, will be subject to Canadian withholding tax under the Tax Act at the rate of 25% of the gross amount of the dividend, unless reduced by an applicable income tax treaty, if any.

Dissenting Non–resident Holders

A Non–resident Holder who validly exercises Dissent Rights (a "Non–resident Dissenter") and consequently is paid the fair value for the Non–resident Dissenter's BC0941092 Shares in accordance with the Arrangement, will be deemed to have received a dividend equal to the amount, if any, by which the payment exceeds the paid–up capital of the Non–resident Dissenter's BC0941092 Shares. Any such deemed dividend will be subject to tax as discussed above under "Holders Not Resident in Canada — Taxation of Dividends". The Non–resident Dissenter will not be subject to tax under the Tax Act on any capital gain that may arise in respect of the resulting disposition of the BC0941092 Shares.

The Non–resident Holder will also be subject to Canadian withholding tax on that portion of any such payment that is on account of interest at the rate of 25%, unless reduced by an applicable income tax treaty, if any.

APPROVAL OF THE ACQUA STOCK OPTION PLAN

Purpose of the Acqua Stock Option Plan

The purpose of the proposed Acqua Stock Option Plan is to provide an incentive to Acqua's directors, officers, employees, management companies and consultants to continue their involvement with Acqua, to increase their efforts on Acqua's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The Acqua Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Acqua Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Acqua Stock Option Plan, which description is qualified in its entirety by the terms of the Acqua Stock Option Plan. A full copy of the Acqua Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Acqua Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Acqua Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Acqua Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Acqua Shares are not listed on the Exchange, then such other exchange or quotation system on which the Acqua Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Acqua shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Acqua or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company`s shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Acqua Shares.

Administration. The plan is administered by the board of directors of Acqua or, if the board of Acqua so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Acqua.

Board Discretion. The plan provides that, generally, the number of Acqua Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Acqua or the Committee and in accordance with Exchange requirements.

The BC0941092 Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Acqua Option Plan Resolution in substantially the form of resolution 2 set out in Schedule "A" attached to this Circular. A full copy of the Acqua Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Acqua Stock Option Plan Resolution.

APPROVAL OF THE BREOSLA STOCK OPTION PLAN

Purpose of the Breosla Stock Option Plan

The purpose of the proposed Breosla Stock Option Plan is to provide an incentive to Breosla's directors, officers, employees, management companies and consultants to continue their involvement with Breosla, to increase their efforts on Breosla's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The Breosla Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Breosla Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Breosla Stock Option Plan, which description is qualified in its entirety by the terms of the Breosla Stock Option Plan. A full copy of the Breosla Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Breosla Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Breosla Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Breosla Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Breosla Shares are not listed on the Exchange, then such other exchange or quotation system on which the Breosla Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Breosla shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Breosla or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company`s shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Breosla Shares.

Administration. The plan is administered by the board of directors of Breosla or, if the board of Breosla so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Breosla.

Board Discretion. The plan provides that, generally, the number of Breosla Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Breosla or the Committee and in accordance with Exchange requirements.

The BC0941092 Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Breosla Option Plan Resolution in substantially the form of the resolution set out in Schedule "A" attached to this Circular. A full copy of the Breosla Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Breosla Stock Option Plan Resolution.

APPROVAL OF THE FORBAIRT STOCK OPTION PLAN

Purpose of the Forbairt Stock Option Plan

The purpose of the proposed Forbairt Stock Option Plan is to provide an incentive to Forbairt's directors, officers, employees, management companies and consultants to continue their involvement with Forbairt, to increase their efforts on Forbairt's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The Forbairt Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Forbairt Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Forbairt Stock Option Plan, which description is qualified in its entirety by the terms of the Forbairt Stock Option Plan. A full copy of the Forbairt Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Forbairt Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Forbairt Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Forbairt Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Forbairt Shares are not

listed on the Exchange, then such other exchange or quotation system on which the Forbairt Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Forbairt shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Forbairt or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company`s shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Forbairt Shares.

Administration. The plan is administered by the board of directors of Forbairt or, if the board of Forbairt so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Forbairt.

Board Discretion. The plan provides that, generally, the number of Forbairt Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Forbairt or the Committee and in accordance with Exchange requirements.

The BC0941092 Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Forbairt Option Plan Resolution in substantially the form of the resolution set out in Schedule "A" attached to this Circular. A full copy of the Forbairt Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Forbairt Stock Option Plan Resolution.

APPROVAL OF THE LAIDINEACH STOCK OPTION PLAN

Purpose of the Laidineach Stock Option Plan

The purpose of the proposed Laidineach Stock Option Plan is to provide an incentive to Laidineach's directors, officers, employees, management companies and consultants to continue their involvement with Laidineach, to increase their efforts on Laidineach's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The Laidineach Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Laidineach Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Laidineach Stock Option Plan, which description is qualified in its entirety by the terms of the Laidineach Stock Option Plan. A full copy of the Laidineach Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Laidineach Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Laidineach Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Laidineach Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Laidineach Shares are not listed on the Exchange, then such other exchange or quotation system on which the Laidineach Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Laidineach shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Laidineach or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company`s shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Laidineach Shares.

Administration. The plan is administered by the board of directors of Laidineach or, if the board of Laidineach so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Laidineach.

Board Discretion. The plan provides that, generally, the number of Laidineach Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Laidineach or the Committee and in accordance with Exchange requirements.

The BC0941092 Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Laidineach Option Plan Resolution in substantially the form of the resolution set out in Schedule "A" attached to this Circular. A full copy of the Laidineach Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Laidineach Stock Option Plan Resolution.

APPROVAL OF THE SAIBHIR STOCK OPTION PLAN

Purpose of the Saibhir Stock Option Plan

The purpose of the proposed Saibhir Stock Option Plan is to provide an incentive to Saibhir's directors, officers, employees, management companies and consultants to continue their involvement with Saibhir, to increase their efforts on Saibhir's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The Saibhir Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Saibhir Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Saibhir Stock Option Plan, which description is qualified in its entirety by the terms of the Saibhir Stock Option Plan. A full copy of the Saibhir Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Saibhir Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Saibhir Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Saibhir Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Saibhir Shares are not listed on the Exchange, then such other exchange or quotation system on which the Saibhir Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Saibhir shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Saibhir or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company`s shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Saibhir Shares.

Administration. The plan is administered by the board of directors of Saibhir or, if the board of Saibhir so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Saibhir.

Board Discretion. The plan provides that, generally, the number of Saibhir Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Saibhir or the Committee and in accordance with Exchange requirements.

The BC0941092 Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Saibhir Option Plan Resolution in substantially the form of the resolution set out in Schedule "A" attached to this Circular. A full copy of the Saibhir Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Saibhir Stock Option Plan Resolution.

APPROVAL OF THE TEAGHLACH STOCK OPTION PLAN

Purpose of the Teaghlach Stock Option Plan

The purpose of the proposed Teaghlach Stock Option Plan is to provide an incentive to Teaghlach's directors, officers, employees, management companies and consultants to continue their involvement with Teaghlach, to

increase their efforts on Teaghlach's behalf and to attract new qualified employees, while at the same time reducing the cash compensation the Company would otherwise have to pay. The Teaghlach Stock Option Plan is also intended to assist in aligning management and employee incentives with the interests of the Teaghlach Shareholders.

General Description and Exchange Policies

The following is a brief description of the principal terms of the Teaghlach Stock Option Plan, which description is qualified in its entirety by the terms of the Teaghlach Stock Option Plan. A full copy of the Teaghlach Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

Number of Shares Reserved. The number of Teaghlach Shares which may be issued pursuant to options granted under the plan shall not exceed ten (10%) percent of the issued and outstanding Teaghlach Shares from time to time at the date of grant.

Maximum Term of Options. The term of any options granted under the Teaghlach Stock Option Plan is fixed by the board of directors and may not exceed five years from the date of grant. The options are non-assignable and non-transferable.

Exercise Price. The exercise price of options granted under the plan is determined by the board of directors, provided that the exercise price is not less than the price permitted by the Exchange or, if the Teaghlach Shares are not listed on the Exchange, then such other exchange or quotation system on which the Teaghlach Shares are listed or quoted for trading.

Amendment. The terms of an option may not be amended once issued under Exchange requirements. If an option is cancelled prior to the expiry date, Teaghlach shall not grant new options to the same person until thirty days have elapsed from the date of cancellation.

Vesting. Vesting, if any, and other terms and conditions relating to such options shall be determined by the board of directors of Teaghlach or the Committee (as hereinafter defined) from time to time and in accordance with Exchange requirements, if the Company`s shares are listed on an Exchange.

Termination. Any options granted pursuant to the plan will terminate generally within ninety days of the option holder ceasing to act as a director, officer, employee, management company or consultant of the Company or any of its affiliates, and within generally thirty days of the option holder ceasing to act as an employee engaged in investor relations activities, unless such cessation is on account of death. If such cessation is on account of death, the options terminate on the first anniversary of such cessation. If such cessation is on account of cause, or terminated by regulatory sanction or by reason of judicial order, the options terminate immediately. Options that have been canceled or that have expired without having been exercised shall continue to be issuable under the plan. The plan also provides for adjustments to outstanding options in the event of any consolidation, subdivision or exchange of the Teaghlach Shares.

Administration. The plan is administered by the board of directors of Teaghlach or, if the board of Teaghlach so elects, by a Committee (the "Committee"), which committee shall consist of at least two board members, appointed by the board of directors of Teaghlach.

Board Discretion. The plan provides that, generally, the number of Teaghlach Shares subject to each option, the exercise price, the expiry time, the extent to which such option is exercisable, including vesting schedules, and other terms and conditions relating to such options shall be determined by the board of directors of Teaghlach or the Committee and in accordance with Exchange requirements.

The BC0941092 Shareholders will be asked at the Meeting to approve, ratify and affirm by ordinary resolution the Teaghlach Option Plan Resolution in substantially the form of the resolution set out in Schedule "A" attached to this Circular. A full copy of the Teaghlach Stock Option Plan is available to BC0941092 Shareholders upon request and will be available at the Meeting.

The Board unanimously recommends that shareholders vote FOR the Teaghlach Stock Option Plan Resolution.

RIGHTS OF DISSENT

Dissenters' Rights

The Act contains provisions requiring the Company to purchase BC0941092 Shares from BC0941092 Shareholders who dissent in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent. Pursuant to the terms of the Interim Order and the Plan of Arrangement, the Company has granted the BC0941092 Shareholders who object to the Arrangement Resolution the right to dissent (the "**Dissent Right**") in respect of the Arrangement. BC0941092 Shareholders who object to the Amalgamation Resolution and the Continuance Resolution also have Dissent Rights in respect of the Amalgamations or the continuance of Breosla into the province of Ontario and the continuance of Laidineach into the province of Saskatchewan. A Dissenting Shareholder will be entitled to be paid in cash the fair value of the Dissenting Shareholder's BC0941092 Shares so long as the dissent procedures are strictly adhered to. The Dissent Right is granted in Article 5 of the Plan of Arrangement. **A registered Dissenting Shareholder who intends to exercise the Dissent Right is referred to the full text of Sections 237 to 247 of the Act which is attached as Schedule "C" to this Circular.**

A BC0941092 Shareholder who wishes to exercise his or her Dissent Right must give written notice of his or her dissent (a "**Notice of Dissent**") to the Company at its head office at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, V6C 1E5, marked to the attention of the Corporate Secretary, by either delivering the Notice of Dissent to the Company at least two days before the Meeting or by mailing the Notice of Dissent to the Company by registered mail post marked not later than two days before the Meeting.

The giving of a Notice of Dissent does not deprive a Dissenting Shareholder of his or her right to vote at the Meeting on the Arrangement Resolution, the Amalgamation Resolution or the Continuance Resolution. However, the procedures for exercising Dissent Rights given in Schedule "C" must be strictly followed as a vote against the Arrangement Resolution, the Amalgamation Resolution or the Continuance Resolution or the execution or exercise of a proxy voting against the Arrangement Resolution, the Amalgamation Resolution or the Continuance Resolution does not constitute a Notice of Dissent.

BC0941092 Shareholders should be aware that they will not be entitled to exercise a Dissent Right with respect to any BC0941092 Shares if they vote (or instruct or are deemed, by submission of any incomplete proxy, to have instructed his or her proxy holder to vote) in favour of the Arrangement Resolution, Amalgamation Resolution or Continuance Resolution. A Dissenting Shareholder may, however, vote as a proxy for a BC0941092 Shareholder whose proxy requires an affirmative vote on the Arrangement Resolution, Amalgamation Resolution or Continuance Resolution, without affecting his or her right to exercise the Dissent Right.

In the event that a BC0941092 Shareholder fails to perfect or effectively withdraws its claim under the Dissent Right or forfeits its right to make a claim under the Dissent Right, each BC0941092 Share held by that BC0941092 Shareholder will thereupon be deemed to have been exchanged in accordance with the terms of the Arrangement as of the Effective Date.

BC0941092 Shareholders who wish to exercise Dissent Rights should review the dissent procedures described in Schedule "C" and seek legal advice, as failure to adhere strictly to the Dissent Right requirements will result in the loss or unavailability of any right to dissent.

RISK FACTORS

In evaluating the Arrangement, BC0941092 Shareholders should carefully consider, in addition to the other information contained in this Circular, the following risk factors associated with BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. These risk factors are not a definitive list of all risk factors associated with the business to be carried out by BC0941092 and the business to be carried out by Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach.

Risks Related to BC0941092

Fluctuations in demand for the Company's products and services are driven by many factors, and a decrease in demand for its products could adversely affect its financial results.

The Company is subject to fluctuations in demand for its products and services due to a variety of factors, including its ability to obtain new customers or encourage purchases, its ability to maintain or increase gross margins, its

failure to develop strategic marketing partnerships, its ability to successfully build a brand, the timing, cost and availability of advertising in traditional media and on the Internet, trends and popularity of specific artists, the amount and timing of operating costs and capital expenditures relating to setting up business operations and infrastructure, general economic conditions, competition, shifts in buying patterns, financial difficulties and budget constraints of current and potential customers, and other factors. While such factors may, in some periods, increase product sales, fluctuations in demand can also negatively impact the Company's product sales. If demand for the Company's products and solutions declines, whether due to general economic conditions or a shift in buying patterns, its revenues and margins would likely be adversely affected.

The Company operates in a highly competitive environment, and its competitors may gain market share in the markets for its products that could adversely affect its business and cause its revenues to decline.

The Company's reproductions must compete with a variety of decorative art products, including products from other companies, which replicate fine art as well as original artwork from local artists and others. Small vendors can compete effectively within the marketplace while larger vendors can benefit from volume discounts. The Company must competitively price its products against both the large and the small vendors to successfully build sales volume. Many companies have processes for reproducing oil paintings, including other methods of texturing their reproductions, and there are also many companies which market art reproductions such as giclee, lithographs and serigraphs. One of our competitors has a competing product marketed under the brand of "Brush Strokes". That company is private and its operations are difficult to assess accurately; it appears to be satisfactorily financed and is marketing through several channels including one national furniture retailer, art publishers and a significant number of retail art dealers.

The Company Will Require Significant Amounts of Additional Capital in the Future

The Company has and will continue to have limited financial resources. The Company will continue to make substantial capital expenditures related to acquisition and commissioning of fine art. In addition, the Company may incur major unanticipated liabilities or expenses. There can be no assurance that the Company will be able to obtain necessary financing in a timely manner on commercially acceptable terms, if at all.

Volatile demand for fine art and the volatile price for fine art may make it difficult or impossible for the Company to obtain debt financing or equity financing on commercially acceptable terms or at all. Failure to obtain such additional financing could result in delay or indefinite postponement of art acquisition and production and such delay would have a material and adverse effect on the Company's business, financial condition and results of operation.

Adverse global economic events may harm the Company's business, operating results and financial condition.

Adverse macroeconomic conditions could negatively affect the Company's business, operating results or financial condition under a number of different scenarios. During challenging economic times and periods of high unemployment, current or potential customers may delay or forgo decisions to purchase fine art. Customers may also have difficulties in obtaining the requisite third-party financing to complete the purchase of the Company's products. An adverse macroeconomic environment could also subject the Company to increased credit risk should customers be unable to pay, or delay payment, for previously purchased art. Accordingly, reserves for doubtful accounts and write-offs of accounts receivable may increase.

In addition, the onset or continuation of adverse economic conditions may make it more difficult either to utilize any existing debt capacity or otherwise obtain financing for the Company's operations, investing activities (including potential acquisitions) or financing activities.

Conflicts of Interest

Directors of the Company may, from time to time, serve as directors of, or participate in ventures with other companies involved in the art industry. As a result, there may be situations that involve a conflict of interest for such directors. Each director will attempt not only to avoid dealing with such other companies in situations where conflicts might arise but will also disclose all such conflicts in accordance with the *Business Corporations Act* (British Columbia) and will govern themselves in respect thereof to the best of their ability in accordance with the obligations imposed upon them by law.

Litigation

The Company and/or its directors may be subject to a variety of civil or other legal proceedings, with or without merit. The Company does not know of any such pending or actual material legal proceedings as of the date of this Circular.

Dependency on a Small Number of Management Personnel

The Company will be dependent on a relatively small number of key personnel, the loss of any of whom could have an adverse effect on the Company and its business operations.

No Cash Dividends Are Expected to be Paid in the Foreseeable Future

The Company intends to retain any future earnings to finance its business operations and any future growth. Therefore, the Company does not anticipate declaring any cash dividends in the foreseeable future.

Risks Related to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach

Uncertainty of Additional Capital

The development of the business and the growth of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will require substantial additional financing. Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach have limited financial resources and limited operating income. Failure to obtain sufficient financing could result in a delay or indefinite postponement of development of the business. An important source of funds available to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach is through the sale of equity capital. Additional financing may not be available when needed or if available, the terms of such financing might not be favourable to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach and might involve substantial dilution to existing shareholders. Failure to raise capital when needed would have a material adverse effect on the business, financial condition, operations and growth of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach.

Highly Speculative Business

The nature of the business is highly speculative. Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach are subject to many risks common to newly formed enterprises, including under-capitalization, cash shortages, limitations with respect to personnel, financial and other resources and the lack of revenues. There is no assurance that Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will be successful in achieving a return on shareholders' investment and the likelihood of success must be considered in light of its early stage of operations. In addition, most of the risk factors described herein are beyond the control of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. The investment involves a high degree of risk and should only be considered by those persons who can afford a total loss of their investment. Investors must rely on management of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach and those who are not prepared to do so should not invest.

Limited History of Operations

Each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach is in the early stages of its development. The success of each company will depend, among other things, upon its ability to successfully develop and manage its business. There can be no assurance that Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will be able to expand its customer base, generate significant net income, or become profitable. Accordingly, the holding of the securities of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach must therefore be regarded as the holding of funds at a high risk and in an unproven venture with all the unforeseen costs, expenses, problems, and difficulties to which such ventures are subject.

No History of Earnings

Each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach has limited financial resources, has limited operating cash flow and there is no assurance that additional funding will be available to it for development. Furthermore, additional financing will be required to continue the development of each company's business. There

can be no assurance that Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach will be able to obtain adequate financing in the future or that the terms of such financing will be favourable.

Dependency on a Small Number of Management Personnel

Each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach is dependent on a relatively small number of key personnel, the loss of any of whom could have an adverse effect on Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach and its respective business operations.

Conflicts of Interest

Certain directors and officers of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach are, and may continue to be, involved in acquiring interests in other companies through their direct and indirect participation in corporations, partnerships or joint ventures which are potential competitors of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. Situations may arise in connection with potential acquisitions or investments where the other interests of these directors and officers may conflict with the interests of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. The directors of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach are required by law, however, to act honestly and in good faith with a view to the best interests of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, respectively, and its shareholders and to disclose any personal interest which they may have in any material transaction which is proposed to be entered into with Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach, respectively, and to abstain from voting as a director for the approval of any such transaction.

THE COMPANY AFTER THE ARRANGEMENT

The following is a description of the Company assuming completion of the Arrangement.

Name, Address and Incorporation

BC0941092 was incorporated pursuant to the Act on May 22, 2012 by 0922519 B.C. for the purposes of a plan of arrangement which was approved at a special meeting of shareholders of 0922519 B.C. held on July 13, 2012 and which received final approval from the Supreme Court of British Columbia on August 3, 2012, and has not carried on any active business since it was incorporated.

On May 5, 2014 (as amended and restated on June 25, 2014), the Company entered into the Arrangement Agreement with Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. The Arrangement Agreement contemplates the spinout of the Company's interest in all of its letters of intent, being the Assets, to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach in consideration for 8,576,567 common shares of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach multiplied by the Conversion Factor. The Company is currently a reporting issuer in the provinces of British Columbia and Alberta.

BC0941092's head office is currently located at Suite 500, 900 West Hastings Street, Vancouver, British Columbia, Canada V6C 1E5. The Company's registered and records office address is Suite 500, 900 West Hastings Street, Vancouver, British Columbia, Canada V6C 1E5.

Directors and Officers

The board of directors of BC0941092 will consist of three (3) directors. The directors of BC0941092 will consist of William Gordon, Don Gordon, and Brian Peterson. The officers of BC0941092 will be Brian Peterson, President; Don Gordon, Chief Executive Officer and Chief Financial Officer; and Mouane Sengsavang, Corporate Secretary.

Business of the Company – History Since Incorporation

BC0941092 was incorporated pursuant to the Act on May 22, 2012 by 0922519 B.C. for the purposes of a plan of arrangement which was approved at a special meeting of shareholders of 0922519 B.C. held on July 13, 2012 and which received final approval from the Supreme Court of British Columbia on August 3, 2012, and has not carried on any active business since it was incorporated.

On May 1, 2013, the Company entered into the ArtContent License Agreement with ArtContent Publishing Limited to carry on the business of ArtContent Publishing Limited, which business includes integrated publishing, wholesale selling, and retail selling of original limited edition works of art created by commercially proven and recognized artists.

On October 28, 2013, the Company entered into a letter of intent with Global Energy Enhancement Corp. to amalgamate with and to carry on the business of Global Energy Enhancement Corp., which includes acquiring oil and gas properties and using proprietary technology to enhance those properties for greater oil and gas production.

On February 6, 2014, the Company entered into a letter of intent with Cdn Water Corp. to amalgamate with and to carry on the business of Cdn Water Corp., which includes the export of Canadian spring water to China and other Asian countries.

On April 2, 2014, the Company entered into a letter of intent with Genesis Income Properties, Inc. to amalgamate with and to carry on the business of Genesis Income Properties, Inc., which includes purchasing high-value potential residential buildings in the Detroit area at 40% to 50% below replacement cost and rehabilitating the properties and marketing them to maximize occupancy and generate a healthy rental income stream from the properties, with a view to eventually reselling the properties at a profit.

On May 15, 2014, the Company entered into a letter of intent with Network Immunology Inc. to carry on the business of selling pharmaceuticals in the oncology market.

On May 29, 2014, the Company entered into a letter of intent with rTrees Producers Limited to amalgamate with and to carry on the business of rTrees Producers Limited, which includes producing medicinal marihuana pursuant to the Marihuana for Medical Purposes Regulations in order to sell a variety of product strains to Canadian medicinal marihuana users and dispensaries in other countries that have the legal means to import Canadian product.

On June 25, 2014, the Company entered into a letter of intent with Eye Candi Designs Ltd. to carry on the business of marketing and selling unique menswear fashion apparel.

On May 5, 2014 (as amended and restated on June 25, 2014), the Company entered into the Arrangement Agreement with Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. The Arrangement Agreement contemplates the spinout of the Company's interest in all of its letters of intent, being the Assets, to Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach in consideration for 8,576,567 common shares of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach multiplied by the Conversion Factor. The Company is currently a reporting issuer in the provinces of British Columbia and Alberta.

Business of the Company Following the Arrangement

Following completion of the Arrangement, BC0941092 will focus on commercializing the letter of intent with Eye Candi Designs Ltd.

The principal business operations of the Company are summarized below.

Business Overview

Through its letter of intent with Eye Candi Designs Ltd., BC0941092 is focused on the marketing and sale of unique menswear fashion apparel which is targeted to the edgy stylish consumer, and intends to retail online unique clothing imprinted with bold images of fashion models, tattoos, piercings, and other rock and roll images.

Directors and Officers of BC0941092

The following table sets out the names of the proposed directors and officers of BC0941092, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, and the period of time for which each has been a director or executive officer of BC0941092.

Name, Jurisdiction of	***Principal Occupation or Employment and, if not a Previously Elected Director, Occupation During the***	***Previous Service***	***Number of Common Shares***

Residence and Position	*Past 5 Years*	*as a Director*	*Beneficially Owned, Controlled or Directed, Directly or Indirectly*[(1)]
WILLIAM GORDON [(2)(4)] Kelowna, BC Director Nominee	Director of several public companies, product testing consultant, marketing consultant, product launch consultant.	Nominee	487,900
DON GORDON[(2)(3)] North Vancouver, BC CEO, CFO and Director Nominee	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of six publicly listed companies and Director of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	Acting CEO and CFO since October 2012	1,300,000
BRIAN PETERSON[(2)(5)] Kelowna, BC President and Director	Mortgage broker, Chairman of Community Western Trust Corporation, director of Mortgage Brokers Institute of British Columbia.	Since May 22, 2012	750,000

Notes:

[(1)]Shares beneficially owned, directly or indirectly, or over which control or direction is exercised, as at July 14, 2014 based upon information furnished to the Company by individual directors. Unless otherwise indicated, such shares are held directly.

[(2)]Denotes a member or proposed member of the Audit Committee of the Company. Mr. Peterson is the Chair of the Audit Committee.

[(3)]Mr. Donald Gordon was a director of Tomco Developments Inc. which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded October 7, 2008 by the British Columbia Securities Commission and January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and remains under the cease trade order as of the date of this Circular.

[(4)]Since March 2012, William Gordon has been a director of Aztek Resource Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

[(5)]Brian Peterson became a director of Miramare Capital Inc. ("Miramare") in May 2010 at which time the shares of this company were under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Management of BC0941092

The following is a description of the individuals who will be directors and officers of BC0941092 following the completion of the Arrangement:

William Gordon, a director nominee, is a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.

Donald Gordon, Chief Executive Officer, Chief Financial Officer and a director nominee, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a

17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Newlox Gold Ventures Corp., Carrus Capital Corporation, AFG Flameguard Ltd., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Silk Road Ventures Ltd., Cdn MSolar Corp., Sor Baroot Resources Corp., and 0941092 BC Ltd. He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Brian Peterson, President and a director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of several public companies. His involvement includes his position as past President of the Mortgage Brokers Institute of British Columbia, past President of the Mortgage Brokers Association of British Columbia, past Director of the Mortgage Brokers Association of British Columbia for six years, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Description of Share Capital

The authorized share capital of BC0941092 will consist of an unlimited number of common shares, of which 8,576,567 common shares are issued and outstanding as of July 14, 2014.

BC0941092 Shareholders are entitled to receive notice of any meeting of BC0941092 Shareholders and to attend and vote thereat, except those meetings at which only the holders of shares of another class or of a particular series are entitled to vote. Each BC0941092 Share entitles its holder to one vote at meetings at which they are entitled to attend and vote. The holders of BC0941092 Shares are entitled to receive, on a *pro–rata* basis, such dividends as the Board may declare out of funds legally available for the payment of dividends. On the dissolution, liquidation, winding–up or other distribution of the assets of the Company, BC0941092 Shareholders are entitled to receive on a *pro–rata* basis all of the assets of the Company remaining after payment of all of the Company's liabilities and subject to the prior rights attached to any preferred shares of BC0941092 to receive a return of capital and unpaid dividends. The BC0941092 Shares carry no preemptive or conversion rights.

Changes in Share Capital

As at July 14, 2014, the Company had 8,576,567 common shares issued and outstanding.

The Company entered into an arrangement agreement with 0922519 B.C. Ltd. and Ole Remediation Ltd. on May 22, 2012 to conduct a corporate restructuring by way of a statutory plan of arrangement to transfer 0922519 B.C. Ltd.'s interest in the Canadian Agency and License Agreement with Artvest Publishing Limited to the Company, which was completed on October 22, 2012. As consideration for the transfer, the Company issued 6,038,667 common shares to shareholders of 0922519 B.C. Ltd. on October 22, 2012. The plan of arrangement was approved by the shareholders of 0922519 B.C. Ltd. on July 13, 2012 and by the Supreme Court of British Columbia on August 3, 2012.

Dividend Policy

BC0941092 has not paid dividends since incorporation. BC0941092 currently intends to retain all available funds, if any, for use in its business.

Trading Price and Volume

The BC0941092 Shares are not listed or posted for trading on any stock exchange.

Selected Unaudited Pro–Forma Combined Financial Information of the Company

The following selected unaudited *pro–forma* combined financial information for the Company is based on the assumptions described in the respective notes to the Company's unaudited pro-forma combined balance sheet as at

April 30, 2013, after taking into effect the Arrangement, which is attached to this Circular as Schedule "D". The unaudited pro-forma combined balance sheet has been prepared based on the assumption that, among other things, the Arrangement had occurred on April 30, 2014. The *pro–forma* balance sheet and pro-forma combined balance sheet are not intended to reflect the financial position that would have resulted if the events reflected therein had occurred on the dates indicated. In addition, the *pro–forma* balance sheet and the pro-forma combined balance sheet are not necessarily indicative of the financial position that may be attained in the future. The *pro–forma* balance sheet and pro-forma combined balance sheet should be read in conjunction with the Company's audited financial statements which are appended to this Circular as Schedule "E".

	***Pro–forma* as at April 30, 2014 on completion of the Arrangement** (unaudited)	
Cash and cash equivalents	$	5,638
Subsidiaries		-
Total assets	**$**	**5,638**
Accounts payable and accrued liabilities	$	11,139
Due to related parties		81,037
Shareholders' equity		(86,529)
Total liabilities and shareholders' equity	**$**	**5,638**

The Company's Unaudited Financial Statements

The Audited Financial Statements of 0941092 B.C. Ltd. as of April 30, 2013, and Management Discussion and analysis dated August 28, 2013, for the fiscal year ended April 30, 2013, are attached hereto as Schedule "E"and the unaudited interim nine month statements of 0941092 B.C. Ltd. to January 31, 2014 and management discussion and analysis dated April 1, 2014 are attached hereto as schedule "E".

Material Contracts

The following are the contracts material to BC0941092:

(1) The arrangement agreement with 0941092 B.C. Ltd.;
(2) The Arrangement Agreement;
(3) The letter of intent with Eye Candi Designs Ltd.;
(4) The ArtContent License Agreement with Artcontent Publishing Limited;
(5) The letter of intent with Cdn Water Corp.;
(6) The letter of intent with Global Energy Enhancement Corp.;
(7) The letter of intent with Genesis Income Properties, Inc.;
(8) The letter of intent with rTrees Producers Limited;
(9) The letter of intent with Network Immunology Inc.; and
(10) The Stock Option Plan.

CWC AFTER THE ARRANGEMENT AND AMALGAMATIONS
(Proposed to merge with Cdn Water Corp.)

The following is a description of Acqua assuming completion of the Arrangement and CWC assuming completion of the Amalgamations.

Name, Address and Incorporation

Acqua was incorporated as "Acqua Export Acquisition Corp." pursuant to the Act on April 29, 2014. Acqua is currently a private company and a wholly-owned subsidiary of BC0941092. Acqua's head office is located at 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 500, 900 West Hastings Street, Vancouver, British Columbia.

Cdn Water Corp. was incorporated as "Cdn Water Corp." pursuant to the BCBCA on December 16, 2013. Cdn Water Corp. is currently a private company. Cdn Water Corp.'s head office is located at 307 – 4940 No.3 Road, Richmond, BC V6X 3V5. Cdn Water Corp.'s registered and records offices are located at 1010-1030 West Georgia Street, Vancouver, BC V6E 2Y3.

The parties expect to adopt the articles of Acqua upon completion of the Amalgamation between Acqua and Cdn Water Corp.

Inter-corporate Relationships

Acqua does not have any subsidiaries.

Cdn Water Corp. does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement and the Amalgamations described herein. Details of the Arrangement and Amalgamations are provided under "The Arrangement and Amalgamations". The Arrangement and Amalgamations, if successfully completed, will result in Acqua holding the letter of intent dated February 6, 2014 with Cdn Water Corp. and receiving funds necessary to acquire and develop the business of exporting bottled Canadian spring water to China and other Asian countries. The future operating results and financial position of Acqua cannot be predicted. Shareholders may review the BC0941092 and Acqua unaudited *pro–forma* financial statements attached as Schedule "D" hereto, as well as the CWC pro-forma combined financial statements giving effect to the amalgamation as of April 30, 2014 attached as Schedule "G" hereto.

Trends

Acqua plans to amalgamate with Cdn Water Corp. and become CWC, specializing in specializing in the export of Canadian water to Asia; however, it may pursue other business opportunities. CWC's principal business following the Arrangement and the Amalgamations will be the evaluation of various business opportunities and the development of the distribution of water, particularly Canadian water, to various markets, including Asia. Accordingly, CWC's financial success may be dependent upon the extent to which it can explore and develop relationships with water sources and consumers or other types of business.

The success of CWC is largely dependent upon factors beyond CWC's control.See "Risk Factors".

Other than as disclosed in this Circular, neither Acqua nor Cdn Water Corp. is aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of the Business

Acqua was incorporated on April 29, 2014 and has not yet commenced commercial operations. Acqua will acquire the letter of intent with Cdn Water Corp. from BC0941092 as part of the Arrangement and Amalgamations, and will commence operations as an exporter of bottled Canadian spring water. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Acqua, and the Court.

Cdn Water Corp. was incorporated on December 16, 2013 and has not yet commenced commercial operations. Cdn Water Corp. has been assigned and is currently the supplier under an Exclusive Supplier Agreement with Beijing Liangqianjia Tea Co., Ltd. (the "ESA"), and upon amalgamation with Acqua pursuant to the Arrangement and Amalgamations, will commence operations as CWC, a water distribution company. The working capital coming from the present shareholders of CWC should provide CWC with the capital necessary to fulfill its short-term needs.

Completion of the Amalgamations is subject to the approval of the Amalgamations by the BC0941092 Shareholders, Acqua, Cdn Water Corp., and the shareholders of Cdn Water Corp.

Business History

Acqua was incorporated as "Acqua Export Acquisition Corp." pursuant to the BCBCA on April 29, 2014.

In May 2014, the Board of BC0941092 determined that it would be in the best interests of the Company to focus on developing and commercializing the letter of intent with Eye Candi Designs Ltd., while at the same time retaining its shareholders' interest in its letter of intent with Cdn Water Corp. by transferring its interest to Acqua in exchange for Acqua Shares that would be distributed to the BC0941092 Shareholders, and entered into the Arrangement Agreement on May 5 (subsequently amended and restated on June 25, 2014).

Pursuant to the Arrangement, BC0941092 will transfer to Acqua all of BC0941092's interest in the letter of intent with Cdn Water Corp. in consideration for 8,576,567 Acqua Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Acqua Share for each BC0941092 Share held. Acqua will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with Cdn Water Corp. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Acqua, the Court and the Exchange.

Cdn Water Corp. was incorporated December 16, 2013.

On February 12, 2014, Cdn Water Corp. entered into the CWC LOI, pursuant to which CWC would enter into an amalgamation agreement with Acqua.

On June 3, 2014, Cdn Water Corp. issued 5,967,500 shares to Shao Long Li in consideration for various expenses of Cdn Water Corp. paid by Mr. Li of $119,350.01.

On June 6, 2014, Cdn Water Corp. entered into an assignment agreement (the "Assignment Agreement") with Green Mountain Beverages Inc. ("GMB") pursuant to which Cdn Water Corp. was assigned the ESA. Pursuant to the ESA and the Assignment Agreement, Cdn Water Corp. has the exclusive right to supply water to Bejing Liangqianjia Tea Co., Ltd. ("BLT") for a near ten-year term calculated from May 29, 2014. Pursuant to the ESA, BLT must make purchase orders of at least USD $1,000,000 per annum for the term of the ESA. Cdn Water Corp. may sell water to BLT at up to 20% more than Cdn Water Corp.'s costs, as defined in the ESA. Pursuant to the Assignment Agreement, GMB was issued 2,800,000 shares of Cdn Water Corp.

Selected Unaudited Pro–Forma Financial Information of Acqua

Acqua was incorporated on April 29, 2014. Acqua has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro–forma* basis for Acqua as at April 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro–forma* balance sheet of Acqua appended to this Circular as Schedule "D". This unaudited *pro–forma* balance sheet was prepared as if the Arrangement had occurred on April 30, 2014, taking into account the assumptions stated therein. The unaudited *pro–forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on April 30, 2014. In addition, the unaudited *pro–forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	***Pro–forma* Financial Information of Acqua as at April 30, 2014** (unaudited)
Cash	$ 100
Letter of Intent with Cdn Water Corp.	Nil
Shareholders' Equity	$ 100
Number of issued Acqua Shares	8,576,567

CWC's Selected Financial Information

The following tables set out certain pro-forma combined financial information for CWC after giving effect to the Amalgamation between Acqua and Cdn Water Corp.

The information provided below is qualified in its entirety by the unaudited pro-forma combined financial statements attached in Schedule G. Reference should be made to those pro-forma combined financial statements as well as to the pro-forma financial statements of Acqua and the audited financial statements of Cdn Water Corp., which are attached in Schedules E and F, respectively.

	Pro-forma Financial Information as at April 30, 2014
	(unaudited)
Cash	$100,000
ESA	140,000
Total assets	**$240,000**
Current liabilities	$ -
Share capital	**240,000**
Deficit	**$240,000**
Total liabilities and shareholders' equity	$100,000
Number of issued CWC Shares	11,911,641

Please refer to Schedule G for the following:

CWC's pro-forma combined financial statements giving effect to the Amalgamation as at February 28, 2014.

Dividends

To date, Cdn Water Corp. and Acqua have not declared or paid any dividends on Cdn Water Corp. shares or Acqua Shares. CWC has no present intention to declare any dividends on the CWC shares. Any decision to pay dividends on CWC shares will be made by the board of directors of CWC on the basis of its earnings, financial requirements and other conditions existing at such time.

Business of Acqua and Cdn Water Corp.

General

Acqua is not carrying on any business at the present time. On completion of the Arrangement, Acqua will commence its business as an exporter of bottled Canadian spring water. The objectives of Acqua's management will be to raise equity funds to develop the letter of intent with Cdn Water Corp.

Cdn Water Corp. is not carrying on any business at the present time. While June 6, 2014 is the effective date of the Assignment Agreement and accordingly, its rights and obligations under the ESA, no purchase orders have been placed by BLT subsequent to such effective date. On completion of the Amalgamations, Cdn Water Corp. will continue its operations as CWC and commence its business as a water distribution company.

Business of Acqua Following the Arrangement and Amalgamations

Acqua is not carrying on any business at the present time. On completion of the Arrangement, Acqua will commence its business as an exporter of bottled Canadian spring water. The objectives of Acqua's management will be to raise equity funds to develop the export business. Pursuant to a letter of intent with Cdn Water Corp. dated February 6, 2014, Acqua will acquire and develop the export business of Cdn Water Corp.

On completion of the Amalgamations, Acqua will amalgamate with Cdn Water Corp. and continue its operations as CWC and commence its business as a water distribution company.

Acqua will also evaluate and may acquire additional investments in other venture companies from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, BC0941092 will transfer to Acqua all of BC0941092's interest in the letter of intent with Cdn Water Corp. in consideration for 8,576,567 Acqua Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Acqua Share for each BC0941092 Share held.

Acqua is a start-up water export company and therefore has no regular source of income, other than interest income it may earn on funds invested in short–term deposits. As a result, Acqua's ability to conduct operations, including the development of its export business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Acqua will be able to do so.

See "Selected Unaudited *Pro–forma* Financial Information" for information concerning the financial assets of Acqua resulting from the Arrangement.

Cdn Water Corp. is a start-up water distribution company. Currently, its only regular source of income is from its future sales pursuant to the ESA. As a result, Cdn Water Corp.'s ability to conduct and expand on its operations, including the development of the business with BLT and acquisition of additional supplier agreements, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Cdn Water Corp. will be able to do so.

See Schedule "G" for information concerning the financial assets of Cdn Water Corp. resulting from the Amalgamations.

Results of Operations

Acqua has not carried out any commercial operations to date.

Cdn Water Corp. has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, BC0941092 will transfer to Acqua all of BC0941092's interest in the letter of intent with Cdn Water Corp. in consideration for 8,576,567 Acqua Class A Preferred Shares multiplied by the Conversion Factor.

The estimated unaudited pro–forma working capital of Acqua at February 28, 2014 is approximately $100, which will be available to Acqua upon completion of the Arrangement.

The estimated unaudited pro-forma working capital of Cdn Water Corp. at April 30, 2014 was approximately $240,000, which will be available to CWC upon completion of the Arrangement and the Amalgamations.

Share Capital of Acqua

The following table represents the share capitalization of Acqua as at April 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100[1]	8,576,567[2]

NOTES:

(1) One hundred common shares of Acqua were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Share Capital of Cdn Water Corp.

The following table represents the share capitalization of Cdn Water Corp. as at the date of this Circular.

Designation of Cdn Water Corp. Shares	Number of Cdn Water Corp. Shares	Percentage of Total
Cdn Water Corp. Shares issued for payment of various expenses, which shares are held by Shao Long Li	6,967,500	71.33
Cdn Water Corp. Shares issued in exchange for the assignment of the ESA, which shares are held by GMB	2,800,000	28,67
Total	**9,767,500**	**100.00**

Cdn Water Corp. is authorized to issue an unlimited number of common shares without par value, of which approximately 9,767,500 common shares are currently issued and outstanding. There are no special rights or restrictions attached to the Cdn Water Corp. Shares.

Description of Securities

Acqua is authorized to issue an unlimited number of common shares without par value, of which approximately 8,576,567 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

After giving effect to the Amalgamation between Cdn Water Corp. and Acqua, CWC will have authorized share capital of an unlimited number of common shares. CWC will have approximately 11,911,641 common shares issued and outstanding. Former Acqua Shareholders will hold approximately 2,144,141 CWC shares and former Cdn Water Corp. shareholders will hold approximately 9,767,500 CWC shares following completion of the Amalgamation. The Board of Directors of CWC will be comprised of Shao Long Li, Charles Sze Pui Li, and Donald Gordon.

Common Shares

Holders of Acqua Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Acqua and are entitled to one vote for each Acqua Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Acqua, including without limitation the rights of the holders of preferred shares, any dividend declared by Acqua; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Acqua shares, including without limitation the holders of preferred shares, the remaining property and assets of Acqua upon dissolution. Subject to the provisions of the Act, Acqua may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Acqua Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right

or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of Acqua

The *pro–forma* fully diluted share capital of Acqua, assuming completion of the Arrangement and the exercise of all BC0941092 Share Commitments, is set out below:

Designation of Acqua Securities	Number of Acqua Shares	Percentage of Total
Subscriber's shares issued on incorporation[1]	100	0.00%
Acqua Shares issued in exchange for the letter of intent with Cdn Water Corp., which shares will be distributed to the BC0941092 Shareholders[2]	8,576,567	100%
Acqua Shares to be issued pursuant to the Acqua Commitment	0	0%
Total.....	**8,576,567**	**100%**

NOTES:

(1) One hundred common shares of Acqua were issued to BC0941092 on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Fully Diluted Share Capital of CWC

The following tables set out the number and percentage of securities of CWC proposed to be outstanding on a fully diluted basis after giving effect to the Arrangement and the Amalgamations and any other matters:

Number of Acqua Shares outstanding	Number of Acqua warrants and options outstanding	Number of CWC shares issued in exchange for Acqua Shares	Percentage of CWC Shares
8,576,567	Nil warrants Nil options	2,144,141	18%

Number of Cdn Water Corp. Shares outstanding	Number of Cdn Water Corp. warrants and options outstanding	Number of Cdn Water Corp. shares issued in exchange for CWC Shares	Percentage of CWC Shares
9,767,500	Nil warrants Nil options	9,767,500	82%

Prior Sales of Securities of Acqua and Cdn Water Corp.

Acqua issued one hundred common shares to BC0941092 at a price of $1.00 per share on incorporation on April 29, 2014.

Cdn Water Corp. issued one hundred common shares at a price of $100 on incorporation on December 16, 2013, which were subsequently redeemed on June 5, 2014 for the same price of $1.

On June 3, 2014, Cdn Water Corp. issued 5,967,500 shares to Shao Long Li in consideration for various expenses of Cdn Water Corp. paid by Mr. Li of $119,350.01.

On June 6, 2014, Cdn Water Corp. issued 2,800,000 shares to GMB pursuant to the Assignment Agreement.

Options and Warrants

Stock Options

The BC0941092 Shareholders will be asked at the Meeting to approve the Acqua Option Plan. See "Approval of the Acqua Stock Option Plan". As of the Effective Date, assuming approval of the Acqua Option Plan by the BC0941092 Shareholders, there will be approximately 857,657 Acqua Shares available for issuance under the Acqua Option Plan. As of the date of this Circular, Acqua has not granted any options under the Acqua Option Plan.

Cdn Water Corp. has no stock options outstanding.

Convertible Securities

The following convertible securities of Acqua will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price[(2)]
Acqua Commitment	Various	0	0

Cdn Water Corp. has no convertible securities outstanding.

Principal Shareholders of Acqua

To the knowledge of the directors and executive officers of Acqua, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Acqua Shares carrying more than 10% of the voting rights attached to all outstanding Acqua Shares except as follows:

Name	Number of Shares	Percentage Held	Held
Donald Gordon	1,300,000	15.16%	Directly

Principal Shareholders of CWC

To the knowledge of the directors and executive officers of Cdn Water Corp. and Acqua, no person or company other than as disclosed in the following table will hold, directly or indirectly, as of the date of this Circular will have control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that constitute more than 10% of the issued shares of CWC.

Name	Number of CWC shares after Amalgamation	Percentage of CWC shares after Amalgamation
Shao Long Li	6,967,500 Directly 2,800,000 [(1)] Indirectly	58.5% 23.5%
Green Mountain Beverages Inc.	2,800,000 Directly	23.5%

Note

(1) Shao Long Li is 100% owner of Green Mountain Beverages Inc., a corporation holding 2,800,000 shares in Cdn Water Corp.

Directors and Officers of CWC

Directors, Officers, Promoters and Key Personnel of CWC

Following completion of the Amalgamation, the Board of Directors of CWC will be comprised of the former director of Acqua, namely: Donald Gordon, the former director of CWC: namely, Charles Sze Pui Lee, and newly appointed director Shao Long Li. Following completion of the Amalgamation, CWC will be led by Shao Long Li, Chief Executive Officer, and Donald Gordon, Chief Financial Officer. Remedios & Company will act as counsel for CWC.

Key Personnel and Advisors

The name, municipality of residence, position expected to be held with CWC, principal occupation during the last five years and the expected security holdings of CWC of each of the proposed directors and officers of CWC are as follows:

Name and Municipality of Residence	Positions Expected to be Held of CWC	Principal Occupation of the Last Five Years [(1)]	Date Elected as Director	Expected Shareholding of CWC
SHAO LONG LI Vancouver, BC CEO and Director	CEO and Director	Director of Green Mountain Gemstones Inc., Director of Green Mountain Beverages Inc., Director of Prosper Enterprises Ltd., Director of Modern International Holdings Ltd.	Proposed CEO and Director	6,967,500 58.5% Direct 2,800,000 [(4)] 23.5% Indirect
CHARLES SZE PUI LEE Richmond, BC Director	Director	President and Director of Cdn Water Corp., Operations Manager at Green Mountain Gemstones Inc., Project Manager at Prosper Enterprises Ltd.	Director of Cdn Water Corp. since December 16, 2013	Nil
DONALD GORDON [(2)] [(3)] North Vancouver, BC CFO and Director	CFO and Director	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian Securities Exchange since 2005; Director and Officer of six publicly listed companies and Director of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002	Acting CFO and Director of the Acqua since April 29, 2014	325,000 [(5)] 15.2% Indirect

Notes:

(1) The information as to principal occupation, business or employment, penalties, sanctions, cease trade orders, bankruptcies, CWC shares beneficially owned or controlled is not within the knowledge of the management of CWC and has been furnished by the respective nominees. Each nominee has held the same or a similar principal occupation with the organization indicated or a predecessor thereof for the last five years.

(2) Member of the Audit Committee.

(3) Mr. Gordon was a director of Tomco Developments Inc. which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded October 7, 2008 by the British Columbia Securities Commission and January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and remains under the cease trade order as of the date of this Circular.

(4) Owned by Green Mountain Beverages Inc., a company held 100% by Shao Long Li.

(5) Shares held by DAG Consulting Corp., a company held 100% by Donald Gordon.

The term of office of all directors will expire at the next annual meeting of the shareholders of CWC, subject to re-election at that time. The proposed officers and directors of CWC, as a group, will hold, directly or indirectly, or have control over an aggregate of approximately 10,345,750 CWC shares or 86.9% of the outstanding CWC shares. None of the proposed officers of CWC have signed non-competition agreements or non-disclosure agreements with Cdn Water Corp. or Acqua.

The following disclosure contains the profiles of the proposed directors and officers and other members of management of CWC following completion of the Amalgamation:

Shao Long Li, CEO and Director, currently serves as a Director for Green Mountain Beverages Inc., an export company in the food and beverage industry. Patrick also has extensive knowledge and experience in both the real estate and mining industries as director of several companies in each industry. Patrick has led multiple real-estate developments in BC and runs the largest nephrite jade mining company in Canada, Green Mountain Gemstones Inc. Mr. Li is 26 years old and will devote up to 25% of his time to CWC.

Charles Sze Pui Lee, Director, is a Director and the President of CWC, and a project manager for Prosper Enterprises Ltd, a residential-focused real-estate development company in BC. Mr. Lee is also positioned as Operations Manager at Green Mountain Gemstones Inc., the largest nephrite jade mining and exploration company in Canada. Mr. Lee attended the University of British Columbia from which he graduated in 2011 with an Honours Degree in Science with a minor in Commerce. Mr. Lee is 25 years old and will devote up to 25% of his time to CWC.

Donald Gordon, Chief Financial Officer and Director. Through his operating company, DAG Consulting Corp, Mr. Gordon has been conducting corporate finance consulting for issuers and assisting investment dealers with business assessments in a wide range of industries since 1999. Currently, Mr. Gordon is the Vancouver representative for the Canadian Securities Exchange. He is also an Executive Director of the Canadian Listed Company Association. Previously, Mr. Gordon has held management positions in corporate finance and marketing over a 17 year career with the TSX Venture Exchange. Mr. Gordon is past President and board member of the Vancouver Society of Financial Analysts. Mr. Gordon holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder. Mr. Gordon is 57 years old and will devote up to 15% of his time to CWC.

Corporate Cease Trade Orders

Except as disclosed in note 3 of the table describing the proposed directors and officers of CWC, to the management's knowledge, no director, officer, promoter or other member of management of CWC is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days.

Penalties or Sanctions

Except as disclosed in note 3 of the table describing the proposed directors and officers of CWC, to the management's knowledge, no director or officer of CWC, or a shareholder holding sufficient securities of CWC to effect materially the control of CWC, has been subject to any penalties or sanctions imposed by a court relating to Canadian securities legislation or by a Canadian securities regulatory authority or has entered into a settlement agreement with a Canadian securities regulatory authority relating to trading in securities, promotion or management of a publicly traded issuer for theft or fraud, or has been subject to any other penalties or sanctions imposed by a court or a regulatory body that would be likely to be considered important to a reasonable investor making an investment decision.

Personal Bankruptcies

To the management's knowledge, no proposed director, officer or promoter of CWC has, within the 10 years before the date of this Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver-manager or trustee appointed to hold its assets.

Conflicts of Interest

Certain of CWC's proposed directors and officers are associated with other companies or entities, which may give rise to conflicts of interest. In accordance with BCBCA, directors who have a material interest in any person who is a party to a material contract or proposed material contract with CWC are required, subject to certain exceptions, to disclose that interest and abstain from voting on any resolution to approve that contract. In addition, the directors are required to act honestly and in good faith with a view to CWC's best interests.

Other Reporting Issuer Experience

The following table sets out information for each proposed director or officer of CWC who is or, within the five years prior to the date of the Circular, has been a director or officer of any other reporting issuer.

Name of Director or Officer	Name and Jurisdiction of Reporting Issuer	Name of Trading Market	Position	From	To
Donald Gordon Director	Newlox Gold Ventures Corp.,	CSE:LUX	Director & CFO	2011	Present
	AFG Flameguard Ltd.	CSE: AFG	Director	2011	Present
	Rift Valley Resources Ltd	CSE: RVR	Director	2013	Present
	360 Capital Financial Services Group Inc.,	CSE: TSZ	Director	2013	Present
	Silk Road Ventures Ltd.,	Not listed	Director & CFO	2013	Present
	Sor Baroot Resources Corp.	Not listed	Director & CFO	2013	Present
	0941092 BC Ltd	Not Listed	Director	2012	Present
	Cdn MSolar Corp	CSE: CMS	Director	2013	Present
	Glenmark Capital Corp.	TSX:GLM	Director	2007	2012
	Tomco Developments Inc.	Not listed	Director	2003	2013
	Whitewater Resources Ltd.	Not listed	Director	2010	2012
	Organic Potash Corporation	CSE:GOP	Director	2011	2013
	Canadian Data Preserve Inc.	CSE:DPC	Director	2010	2012

	Primaria Capital (Canada) Ltd.	CSE: PCA	Director	2011	2013
	0922519 BC Ltd.(Super Nova Petroleum)	CSE:SNP	Director	2011	2012
	Orca Wind Power Corp.	Not listed	Director	2011	2011

Executive Compensation

Management Agreement

CWC does not have an employment contract with any of its proposed officers pursuant to which the proposed officers will be compensated for their services as executive officers of CWC. Compensation will be paid to certain proposed officers of CWC through employment in connection with the day-to-day management of the business and operations of CWC. The compensation to directors for their services as directors of CWC will be determined at a later date.

Indebtedness of Directors and Executive Officers of CWC

No director or executive officer of Cdn Water Corp. or Acqua, or associate or affiliate of any such director or senior officer, is or has been indebted to Cdn Water Corp. or Acqua since the date of incorporation. No director or executive officer of Cdn Water Corp. or Acqua, or associate or affiliate of any such director or senior officer, is or has been indebted to Cdn Water Corp. or Acqua since the beginning of the last completed financial year of Cdn Water Corp. and Acqua. None of the proposed directors and officers of CWC are indebted to Cdn Water Corp., Acqua or CWC.

Risk Factors

An investment in the CWC shares would be subject to certain risks in addition to the risks applicable to an investment in the Cdn Water Corp. shares and Acqua Shares. Please refer to the section on "Risk Factors" in the Circular.

Escrowed Securities

As part of its listing application to the Exchange, CWC will enter into an escrow agreement with its registrar and transfer agent and certain shareholders of CWC, including all of the proposed directors, officers and consultants of CWC, whereby all securities of CWC, beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the proposed directors, officers and consultants of CWC, and the respective affiliates or associates of any of them, will be placed in and made subject to an escrow agreement for a hold period of 36 months or a shorter period if permitted by the Exchange from the effective date of the Amalgamation.

Pursuant to the escrow agreement, 10% of the escrowed shares will be released from escrow on the date the CWC shares are listed on the CSE, and 15% every six months thereafter, subject to acceleration provisions provided for in National Policy 46-201 – Escrow for Initial Public Offerings, and subject to the approval of the Exchange.

The following table sets out the number of securities proposed to be placed in escrow pursuant to the proposed escrow agreement among CWC, its registrar and transfer agent, and certain shareholders of CWC:

Prior to Giving Effect to the Transaction	**After Giving Effect to the Transaction**	**Name and Municipality of Residence of Security holder**	**Designation of Class**	**Number of Securities to Be Held in Escrow**	**Percentage of Class**

6,967,500	6,967,500	Shao Long Li, Vancouver, BC	Common	6,967,500	58.5%
2,800,000	2,800,000	Shao Long Li via Green Mountain Beverages Inc., Vancouver, BC	Common	2,800,000	23.5%
253,250	253,250	Donald Gordon, North Vancouver, BC	Common	253,250	2.1%
325,000	325,000	Donald Gordon via DAG Consulting Corp. Vancouver, BC	Common	325,000	2.7%

Acqua's Auditor

The auditors of CWC will be Vohora & Company, Chartered Accountants, of 1050 – 777 Hornby Street, Vancouver, British Columbia, V6Z 1S4. Computershare Investor Services Inc. at its principal office in Vancouver, British Columbia, will be the transfer agent and registrar for the CWC shares.

Acqua's Material Contracts

The following are the contracts which are material to Acqua:

1. the Arrangement Agreement;
2. the Amalgamation Agreement between Acqua and Cdn Water Corp.
3. the Acqua Option Plan.

The material contracts described above may be inspected at the registered office of Acqua at 500, 900 West Hastings Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Material Facts

To the knowledge of Acqua and Cdn Water Corp., there are no other material facts about Cdn Water Corp., Acqua, CWC or the Amalgamation that have not been disclosed in this Circular as a whole.

Promoters

The Company is the promoter of CWC.

Board Approval

The contents and the sending of this Circular have been approved by the Board of Directors of Cdn Water Corp. and the Board of Directors of Acqua, respectively.

BREOSLA AFTER THE ARRANGEMENT AND AMALGAMATIONS

(Proposed to merge with Global Energy Enhancement Corp. (“Global”))

The following is a description of Breosla assuming completion of the Arrangement.

Name, Address and Incorporation

Breosla was incorporated as “Breosla Oil Acquisition Corp.” pursuant to the Act on April 29, 2014. Breosla is currently a private company and a wholly-owned subsidiary of BC0941092. Breosla's head office is located at 500,

900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 500, 900 West Hastings Street, Vancouver, British Columbia.

Global Energy Enhancement Corp. was incorporated pursuant to the *Business Corporations Act* (Ontario) on October 17, 2013. Global is currently a private company. Global's head office is located at Suite 17, 120 West Beaver Creek Road, Richmond Hill, Ontario. Global's registered and records offices are located at Suite 17, 120 West Beaver Creek Road, Richmond Hill, Ontario.

The parties expect to adopt the articles of Global upon completion of the Amalgamation between Breosla and Global.

Inter-corporate Relationships

Breosla does not have any subsidiaries.

Global does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in Breosla holding the letter of intent dated Octber 28, 2013 with Global Energy Enhancement Corp. and receiving funds necessary to commence business as an oil and gas company acquiring properties and enhancing production on the properties through the use of proprietary technology. The future operating results and financial position of Breosla cannot be predicted. Shareholders may review the BC0941092 and Breosla unaudited *pro–forma* financial statements attached as Schedule "D" hereto.

Global has not completed a fiscal year. There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement and Amalgamations are provided under "The Arrangement and Amalgamations". The Arrangement and Amalgamations, if successfully completed, will result in Global amalgamating with Breosla in exchange for the issuance of the number of GEE shares equal to the number of Global shares (after applying an exchange ratio of 0.58298384) and Breosla Shares. The future operating results and financial position of GEE cannot be predicted. Shareholders may review the GEE pro-forma financial statements attached as Schedule "I" hereto.

Trends

Breosla plans to amalgamate with Global and become GEE, specializing in oil and gas production; however, it may pursue other business opportunities. GEE's principal business following the Arrangement will be the evaluation of various business opportunities and the development of oil and gas technology. Accordingly, GEE's financial success may be dependent upon the extent to which it can explore and develop oil and gas technology or other types of business.

The success of GEE is largely dependent upon factors beyond GEE's control. See "Risk Factors".

Other than as disclosed in this Circular, Breosla is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of the Business

Breosla was incorporated on April 29, 2014 and has not yet commenced commercial operations. Breosla will acquire the letter of intent with Global Energy Enhancement Corp. and will commence operations as a company that acquires and increases oil and gas production on existing properties through the use of proprietary technology.

Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Breosla, and the Court.

Global was incorporated on October 17, 2013 and has not yet commenced commercial operations. Upon completion of the amalgamation with Breosla pursuant to the Arrangement, GEE will commence operations as Global Energy Enhancement Corp., an oil and gas company. The working capital coming from the present shareholders of Global should provide GEE with the capital necessary to fulfill its short-term needs. Completion of the Amalgamations is subject to the approval of the Amalgamations by the BC0941092 Shareholders, Breosla, Global Energy Enhancement Corp., and the shareholders of Global Energy Enhancement Corp.

Business History

Breosla was incorporated as "Breosla Oil Acquisition Corp." pursuant to the BCBCA on April 29, 2014.

In May 2014, the Board of BC0941092 determined that it would be in the best interests of the Company to focus on developing and commercializing the letter of intent with Eye Candi Designs Ltd., while at the same time retaining its shareholders' interest in its letter of intent with Global Energy Enhancement Corp. by transferring its interest to Breosla in exchange for Breosla Shares that would be distributed to the BC0941092 Shareholders, and entered into the Arrangement Agreement on May 5 (subsequently amended and restated on June 25, 2014).

Pursuant to the Arrangement, BC0941092 will transfer to Breosla all of BC0941092's interest in the letter of intent with Global Energy Enhancement Corp. in consideration for 5,000,000 Breosla Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Breosla Share for each BC0941092 Share held. Breosla will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with Global Energy Enhancement Corp. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Breosla, the Court and the Exchange.

Global Energy Enhancement Corp. was incorporated on October 17, 2013.

On October 1, 2013, Global entered into a management contract with the president of Global, Mark Pellicane. The contract provides for a management salary of $90,000 per annum. Should the revenues of Global be in excess of $75,000 per month, the salary will be $150,000 per annum and should the revenues be in excess of $250,000 per month the salary will be $240,000 per annum and 2% of gross revenue. The contract is for a period of five years and may be renewed automatically on an annual basis.

On October 13, 2013, Global entered into an agreement with Clearview Capital Inc. ("Clearview") to assist the company with a going public transaction, an equity financing or debt financing. A work fee of $10,000 was payable on signing and will be considered as a draw against the equity or debt fee. Global will pay an equity fee of 8% of the gross proceeds of equity raised and issue warrants equal to 8% of the equity raised. Each warrant will entitle Clearview to acquire one common share on the same terms as the equity raised for a period of 24 months following the closing of the transaction. Global will pay a debt fee of4% of the gross proceeds of debt raised and issue warrants equal to 4% of the debt raised. Each warrant will entitle Clearview to acquire common shares equal to 4%of the gross proceeds received from the debt financing.

On October 24, 2013, Global entered into an agreement with Copia Financial Solutions Inc. to assist the company on a reverse takeover transaction on the CSE through a reporting issuer. A deposit of $12,500 was payable upon receipt of a letter of interest from a reporting issuer and the balance of $12,500 is due on closing of the successful listing on the CSE.

On October 28, 2013, Global Energy Enhancement Corp. entered into a letter of intent with Breosla, pursuant to which Global would amalgamate with Breosla.

On October 28, 2013, Global entered into an agreement with DAG Consulting Corp. to assist the company in obtaining a listing on the Exchange. The total fee is $35,000. A deposit of $10,000 was payable on acceptance, $5,000 on obtaining a definitive agreement with a reporting issuer, $10,000 on mailing of a circular to reporting

issuer shareholders, and $10,000 on conditional acceptance of the application by the CSE. In addition, 150,000 shares are to be issued and released subject to completion of the merger.

On December 15, 2013, Global entered into a license agreement with Falconridge Oil Limited ("FOL") whereby FOL granted Global the non-exclusive right to market, represent, and use FOL technology in order to explore, develop, market and utilize terraslicing technology on any and all new and existing oil, gas, and hydrocarbon wells on an unlimited basis in any geographical region, country, or territory, subject to the terms of the license agreement. In return, Global agreed to pay for the costs incurred, plus an administrative charge of 10% for third party services negotiated and rendered, and a 10% gross overriding royalty on all negotiated contracts for all assets serviced by either Global or FOL on behalf of Global.

On May 16, 2014, Global filed Articles of Amendment to amend its share capital from 100 common shares to an unlimited number of common shares.

Selected Unaudited Pro–Forma Financial Information of Breosla

Breosla was incorporated on April 29, 2014. Breosla has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro–forma* basis for Breosla as at April 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro–forma* balance sheet of Breosla appended to this Circular as Schedule "D". This unaudited *pro–forma* balance sheet was prepared as if the Arrangement had occurred on April 30, 2014, taking into account the assumptions stated therein. The unaudited *pro–forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on April 30, 2014. In addition, the unaudited *pro–forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	***Pro–forma* Financial Information of Breosla as at April 30, 2014** (unaudited)
Cash	$ 100
Letter of Intent with Global Energy Enhancement Corp.	Nil
Shareholders' Equity	$ 100
Number of issued Breosla Shares	8,576,567

GEE Selected Financial Information

The following tables set out certain pro-forma combined financial information for GEE after giving effect to the Amalgamation.

The information provided below is qualified in its entirety by the unaudited pro-forma combined financial statements attached in Schedule I. Reference should be made to those pro-forma combined financial statements as well as to the pro-forma financial statements of Breosla and the audited financial statements of Global, which are attached in Schedules D and H, respectively.

	Pro-forma Financial Information as at April 30, 2014 (unaudited)
Cash	$112,531
Total assets	**$112,531**
Current liabilities	$40,596
Share capital	**200,500**
Deficit	**$(128,565)**
Total liabilities and shareholders' equity	$71,935
Number of issued GEE Shares	10,400,000

Please refer to Schedule I for the following:

GEE's pro-forma combined financial statements giving effect to the Amalgamation as at April 30, 2014.

Dividends

To date, Breosla and Global have not declared or paid any dividends on Global shares or Breosla Shares. GEE has no present intention to declare any dividends on the GEE shares. Any decision to pay dividends on GEE shares will be made by the board of directors of GEE on the basis of its earnings, financial requirements and other conditions existing at such time.

Business of Breosla

General

Breosla is not carrying on any business at the present time. On completion of the Arrangement, Breosla will commence its business as a company acquiring oil and gas properties and enhancing production from these properties through the use of proprietary technology. The objectives of Breosla's management will be to raise equity funds to develop the letter of intent with Global Energy Enhancement Corp.

Global Energy Enhancement Corp. is not carrying on any business at the present time. On completion of the Amalgamations, Global Energy Enhancement Corp. will continue its operations as GEE and commence its business as a company focused on the enhancement of existing oil and gas properties targeting low yield and non-performing assets.

It is estimated that there are over 500,000 capped and low producing wells in North America. GEE will focus on low producing or capped assets which may be enhanced using technology or other enhancement methods to produce an increased yield.

GEE will evaluate potential acquisitions of all types of petroleum and natural gas assets as part of its ongoing acquisition program. GEE will continually evaluate several potential assets at any one time which individually or together could be material.

GEE will target hydrocarbon assets through the use of contracted consulting firms, landmen, and director/corporate relationships associated with the oil and gas industry. There are further associations (such as the stripper well consortium), corporations, and engineering firms specializing in the supply and representation of oil and gas assets. It is the intention of GEE that through these relationships, GEE will be provided with sufficient asset purchases for its business model.

Property types suited for enhancement are capped, shut in, and low producing assets in a consolidation formation. Formation types which will be excluded are unconsolidated sand formations, production with an unacceptable water cut, assets with a history of operational difficulty, or any asset determined to be unviable or unprofitable when reviewed by GEE or for enhancement methods and technologies used on GEE properties.

With the assistance of third party consultants where appropriate, GEE will also evaluate and assess, and will be responsible for selecting, negotiating and managing, joint ventures.

Lastly, GEE intends to use enhancement technology to increase productivity of its targeted oil and gas assets and add value to any joint venture initiative. While all enhancements will be considered based on the specific needs of the property, GEE will be initially targeting properties suitable for use of Terraslicing, a technology owned by FalconRidge Oil Ltd. ("FalconRidge"). FalconRidge provides unprecedented value to the oil and gas industry through the implementation of its terra slicing technology for the revitalization of low performing or "dead" wells. Through the use of terra slicing, FalconRidge is able to take a non-performing asset and restore capacity to the well of a significant portion of its original flow rate. The technology will allow GEE the ability to access substantial reserves locked in the oil zone that were previously unattainable, greatly extending the life and value of the asset.

GEE will access Terraslicing through a service and profit sharing agreement with FalconRidge.

GEE will not be relying exclusively on Terraslicing or FalconRidge for enhancement services and will be employing recommended techniques for maximum productivity and profitability of the targeted asset.

Business of Breosla Following the Arrangement and Amalgamations

Breosla is not carrying on any business at the present time. On completion of the Arrangement, Breosla will commence its business as an oil and gas company acquiring and enhancing production on the properties. The objectives of Breosla's management will be to raise equity funds to develop the oil and gas technology business. Pursuant to a letter of intent with Global Energy Enhancement Corp. dated October 28, 2013, Breosla will acquire oil and gas properties, enhance production on those properties using proprietary technology, and enter into various joint venture agreements.

On completion of the Amalgamations, Breosla will amalgamate with Global Energy Enhancement Corp. and continue its operations as GEE and commence its business as a company focused on the enhancement of existing oil and gas properties targeting low yield and non-performing assets.

Breosla will also evaluate and may acquire additional licenses from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, BC0941092 will transfer to Breosla all of BC0941092's interest in the letter of intent with Global Energy Enhancement Corp. in consideration for 8,576,567 Breosla Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Breosla Share for each BC0941092 Share held.

Breosla is a start-up oil and gas company and therefore has no regular source of income, other than interest income it may earn on funds invested in short–term deposits. As a result, Breosla's ability to conduct operations, including the development of its oil and gas business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Breosla will be able to do so.

See "Selected Unaudited *Pro–forma* Financial Information" for information concerning the financial assets of Breosla resulting from the Arrangement.

Global is a start-up oil and gas company. Currently, it has no regular source of income. As a result, Global's ability to conduct and expand on its operations, including the development of the business with Falconrdidge and Terraslicing, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Global will be able to do so.

See Schedule "I" for information concerning the financial assets of Global Energy Enhancement Corp. resulting from the Amalgamations.

Results of Operations

Breosla has not carried out any commercial operations to date.

Global has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, BC0941092 will transfer to Breosla all of BC0941092's interest in the letter of intent with Global Energy Enhancement Corp. in consideration for 8,576,567 Breosla Class A Preferred Shares multiplied by the Conversion Factor.

The estimated unaudited pro–forma working capital of Breosla at April 30, 2014 is approximately $100, which will be available to Breosla upon completion of the Arrangement.

The estimated unaudited pro-forma working capital of Global Energy Enhancement Corp. at April 30, 2014 was approximately $71,935, which will be available to GEE upon completion of the Arrangement and the Amalgamations. GEE intends to raise funds sufficient to execute on its business model as outlined herein. GEE further intends to investigate opportunities and associated funding that provide benefit to the corporation and its investors, partners, and shareholders. GEE intends to use available funds for the enhancement of oil and gas assets

and corporate operations. GEE also intends to operate on a minimal budget in order to achieve positive cash flow through the accumulation of royalty on its target assets within a one year period from initial financing and implementation of its first target asset.

Share Capital of Breosla

The following table represents the share capitalization of Breosla as at April 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100[(1)]	8,576,567[(2)]

NOTES:

(1) One hundred common shares of Breosla were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Breosla is authorized to issue an unlimited number of common shares without par value, of which approximately 8,576,567 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Share Capital of Global Energy Enhancement Corp.

The following table represents the share capitalization of Global Energy Enhancement Corp. as at the date of this Circular.

Designation of Global Shares	Number of Global Shares	Percentage of Total
Global shares issued to incorporator	1	-
Global shares issued for cash consideration of $15,000	3,000,000	28.85
Global shares issued for cash consideration of $185,000	7,400,000	71.15
Total	**10,400,000**	**100.00**

Notes:
One common share was issued upon incorporation and was subsequently cancelled.

Global Energy Enhancement Corp. is authorized to issue an unlimited number of common shares without par value, of which approximately 10,400,001 common shares are currently issued and outstanding. There are no special rights or restrictions attached to the Global shares.

Common Shares

Holders of Breosla Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Breosla and are entitled to one vote for each Breosla Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Breosla, including without limitation the rights of the holders of preferred shares, any dividend declared by Breosla; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Breosla shares, including without limitation the holders of preferred shares, the remaining property and assets of Breosla upon dissolution. Subject to the provisions of the Act, Breosla may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Breosla Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by

the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Global is authorized to issue an unlimited number of common shares. Each common share entitles the holder to one vote, the right to receive dividends subject to the prior rights and privileges attaching to any other class of shares, and the right to receive the remaining property and assets of Global upon dissolution, subject to the prior rights and privileges attaching to any other class of shares.

Fully Diluted Share Capital of Breosla

The *pro–forma* fully diluted share capital of Breosla, assuming completion of the Arrangement and the exercise of all BC0941092 Share Commitments, is set out below:

Designation of Breosla Securities	Number of Breosla Shares	Percentage of Total
Subscriber's shares issued on incorporation(1)	100	0.00%
Breosla Shares issued in exchange for the letter of intent with Global Energy Enhancement Corp., which shares will be distributed to the BC0941092 Shareholders(2)	8,576,567	100%
Breosla Shares to be issued pursuant to the Breosla Commitment	0	0%
Total	**8,576,567**	**100%**

NOTES:

(1) One hundred common shares of Breosla were issued to BC0941092 on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Fully Diluted Share Capital of GEE

The following tables set out the number and percentage of securities of GEE proposed to be outstanding on a fully diluted basis after giving effect to the Arrangement and the Amalgamations and any other matters:

Number of Breosla Shares outstanding	Number of Breosla warrants and options outstanding	Number of GEE shares issued in exchange for Breosla Shares	Percentage of GEE Shares
8,576,567	Nil warrants Nil options	5,000,000	32.47%

Number of Global shares outstanding	Number of Global warrants and options outstanding	Number of GEE shares issued in exchange for Global Shares	Percentage of GEE Shares
10,400,000	Nil warrants Nil options	10,400,000	67.53%

Prior Sales of Securities of Breosla

Breosla issued one hundred common shares to BC0941092 at a price of $1.00 per share on incorporation on April 29, 2014.

Global Enhancement Corp. issued 1 common shares at a price of $1.00 on incorporation on October 17, 2013, which was subsequently cancelled.

On October 17, 2013, Global Energy Enhancement Corp. issued 3,000,000 shares to Mark Pellicane in consideration for various expenses of Global paid by Mr. Pellicane of $15,000.

In December 2013, Global issued 7,400,000 shares to Mark Pellicane in consideration for various expenses of Global paid by Mr. Pellicane of $185,000.

Options and Warrants

Stock Options

The BC0941092 Shareholders will be asked at the Meeting to approve the Breosla Option Plan. See "Approval of the Breosla Stock Option Plan". As of the Effective Date, assuming approval of the Breosla Option Plan by the BC0941092 Shareholders, there will be approximately 857,657 Breosla Shares available for issuance under the Breosla Option Plan. As of the date of this Circular, Breosla has not granted any options under the Breosla Option Plan.

Global has no stock options outstanding.

Convertible Securities

The following convertible securities of Breosla will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price[(2)]
Breosla Commitment	Various	0	0

Global has no convertible securities outstanding.

Principal Shareholders of Breosla

To the knowledge of the directors and executive officers of Breosla, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Breosla Shares carrying more than 10% of the voting rights attached to all outstanding Breosla Shares except as follows:

Name	Number of Shares	Percentage Held	Held
Donald Gordon	1,300,000	15.16%	Directly

Principal Shareholders of GEE

To the knowledge of the directors and executive officers of Global Energy Enhancement Corp. and Breosla, no person or company other than as disclosed in the following table will hold, directly or indirectly, as of the date of this Circular will have control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that constitute more than 10% of the issued shares of GEE.

Name	Number of GEE shares after Amalgamation	Percentage of GEE shares after Amalgamation
Mark Pellicane	10,400,000 Directly	67.5%

Directors and Officers of GEE

The following table sets out the names of the current and proposed directors and officers of GEE, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of GEE, and the number and percentage of GEE shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement and Amalgamations.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with Breosla	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
MARK PELLICANE Richmond Hill, Ontario CEO and Director	Founder, Director, President and Secretary of Global Energy Enhancement Corp. and President of FalconRidge Oil Ltd.	CEO and Director	CEO and Director of Global since October 17, 2013	10,400,000
RAWN LAKAN Toronto, Ontario Director	President of Meadowbank Asset Management Inc.; portfolio manager at Meadowbank Asset Management Inc. from November 2012 to present; chief financial officr of Meadowbank Capital Inc. since June 2011	Director	Proposed Nominee	Nil
AIMAN DALLY Milton, Ontario CFO and Director	President of Copia Financial from 2008 to the present	CFO and Director	Proposed Nominee	Nil

NOTES:

The members of GEE's Audit Committee will be Rawn Lakhan, Aiman Dally, and Mark Pellicane. At this time GEE does not intend to establish a Compensation Committee.

Management of GEE

The following is a description of the individuals who will be directors and officers of GEE following the completion of the Arrangement and Amalgamations:

Mark Pellicane, Chief Executive Officer and Director, has been the Chief Executive Officer and President of Falconridge Oil Technologies Corp. since August 2, 2013. Mr. Pellicane served as the President of Infinity Online Systems Inc. Mr. Pellicane has had a distinctive career in the development of numerous technology, marketing, and financial companies. Mark has always attributed his strength and success to working with industry leaders and pioneers in the field and integrating strong team leadership values to the project at hand. Mr. Pellicane is an accomplished public speaker and lecturer having been invited as guest speaker, and conducting seminars in the areas of technology and business across North America and Great Britain. Mr. Pellicane's career as a senior executive and industry leader may be highlighted as follows. He has been a Director of Falconridge Oil Technologies Corp. since August 2, 2013. Mr. Pellicane was the youngest student accepted to a Canadian University and was educated at the University of Toronto in the field of sciences. Mr. Pellicane furthered his study in Business and holds an Oxford Masters in Business Administration from Hamilton College, Oxford, England.

Rawn Lakhan, Director, is President and CEO of Meadowbank Asset Management. He was also the Portfolio Manager for the publicly traded, Legg Mason BW Investment Grade Focus Fund (BWI.UN: TSX).

Prior to joining Meadowbank he was a Partner with the Caprion Group of Companies, an integrated financial services firm with interests in asset management, research, product creation and distribution, marketing, and communications. At Caprion, Rawn was actively involved in new business start-ups, research and product development. Previously, he worked for five years as a Wealth Management Consultant with a Canadian Chartered Bank.

Rawn is currently a Board member of Caprion Communications Inc., Precidia Corporation., Javelin Capital Partners Inc and Meadowbank Capital Inc., a subsidiary of Meadowbank Asset Management Inc.

Rawn has a BA and an MA in Economics from York University. He is a Chartered Investment Manager and a Fellow of the Canadian Securities Institute (FCSI) and holds the Certified International Wealth Manager (CIWM) designation.

Aiman Dally, Chief Financial Officer and Director, has years of experience acting as chief financial officer and in a controller capacity for reporting corporations and is a Chartered Accountant by trade. Mr. Dally has been Chief Financial Officer of Caribbean Diversified Investments Inc. since October 2013

GEE intends to add key individuals and members of a board of advisory as necessary to provide expertise in key areas of business and fund operations specific to the oil and gas industry. GEE, through its industry contacts and affiliates, currently has access to talent and 3rd party consultants with the necessary knowledge and proven industry experience to facilitate the business model.

Corporate Cease Trade Orders or Bankruptcies

No director, officer, promoter or other member of management of GEE is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Penalties or Sanctions

No director, officer, promoter or other member of management of GEE has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of GEE has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

Synergy between GEE and FalconRidge is inherent in the common relationship of Mark Pellicane. Pellicane currently holds a position of President and CEO of FalconRidge Technologies (a Nevada listed corp.: FROT) and is a major shareholder in that company and considered an insider. Mr. Pellicane also occupies the position of President and CEO of FalconRidge Oil Ltd., a wholly owned Canadian subsidiary corporation of FROT. FalconRidge Canada is intended to provide hydrocarbon asset work over services to GEE. In addition Mr. Pellicane is a primary shareholder in First World Trade Corp. (FWT). GEE will contract infrastructure, consulting and marketing services from FWT. In addition Pellicane is currently a majority shareholder of GEE and will operate as its President and CEO. This synergy will give GEE a strong marketing advantage by utilizing its capital for participating in projects which are beyond the scope of current capital efforts by FalconRidge, and by utilizing the expertise and services of FalconRidge to provide its TerraSlicing technology services at or near cost.

Mr. Pellicane and related entities will conduct themselves at all times to ensure activities and interactions are within commercially accepted business practices and will adhere to the parameters and benefit of the global business model and follow the contractual obligations and mandates set forth between companies for which Mr. Pellicane is a director or is operating in a decision making capacity. At times, it is understood that Mr. Pellicane may have to recues himself from board or director votes on issues where a conflict of interest may arise. In such circumstances an independent board or vote of non related entities may be appropriate or required which will assist and ensure issues of conflict are avoided and all transactions and relationships established remain in the collective best interest of all parties.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among GEE and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of GEE

The executive officers of GEE (the "**Executive Officers**") are:

Mark Pellicane – Chief Executive Officer

Aiman Dally – Chief Financial Officer

Global entered into a management contract with the president of Global, Mark Pellicane. The contract provides for a management salary of $90,000 per annum. Should the revenues of Global be in excess of $75,000 per month, the salary will be $150,000 per annum and should the revenues be in excess of $250,000 per month the salary will be $240,000 per annum and 2% of gross revenue. The contract is for a period of five years and may be renewed automatically on an annual basis.

Except for Mr. Pellicane, GEE does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of GEE.

Risk Factors

Loss of Investment
There are no assurances that GEE will generate sufficient or any profits to be returned to investors. All investors must be able to absorb the loss of their entire investment in GEE.

Limited Operating History and Reliance on GEE
GEE is a new entity and has no history of income, business operations or assets. Investors must rely on the judgement and business expertise of the directors of GEE. There is no assurance that the investment will generate positive cash flows. GEE's business and prospects must be considered in light of the risks, expenses and difficulties frequently encountered by companies in their early stage of development, particularly companies in new and developing markets. Such risks include the evolving and unpredictable nature of GEE's business, GEE's ability to anticipate and adapt to a developing market, and the ability to identify, attract and retain qualified personnel. There can be no assurance that GEE will successfully address these risks.

Oil and Gas Market Contacts
GEE's business plan is premised on the enhancement and servicing of properties, and the formation of joint venture relationship for implementation of enhancement technologies through its contacts related to the oil and gas industry. If any of the contacts upon which GEE relies on for its enhancement strategy was to be lost, GEE could lose any advantage it might have and may not be able to find other sources from which to enhance properties, resulting in an increase in cost to GEE of obtaining suitable properties for enhancement and thus reducing profit margins. GEE has developed its interests through partners and these may involve special risks associated with the possibility that the strategic partners:

1. Have economic or business interests that are inconsistent with GEE.
2. Take action contrary to GEE's policies or objectives.
3. Be unable or unwilling to fulfill their obligations under the strategic partnership.
4. Experience financial or other difficulties.

Any of the above could have a material adverse effect on the results of the operations or financial condition of GEE.

Oil and Gas Sector Market Risk

GEE's business is focused largely on the enhancement, operation and selling of low producing oil and gas properties. The procurement and marketability of these assets is affected by, and dependent on numerous factors beyond the control of GEE and which cannot be precisely predicted. These factors include but are not limited to; moratoriums on extraction, action taken by other competitors in the oil and gas trade, action taken by governments, government regulations relating to oil and gas production, health and safety, adverse environmental conditions, acts of god, and worldwide oil and gas price fluctuations. Oil and gas prices fluctuate and are affected by numerous factors beyond the control of GEE, including worldwide economic trends, particularly in the U.S., Middle East, and other oil and gas producing nations, and worldwide reserves and levels of oil and gas discovery and production, and the level of demand for petroleum product. Low or negative growth in the worldwide economy, renewed or additional credit market disruptions or the occurrence of terrorist attacks or similar activities creating disruptions in economic growth could result in fluctuations in petroleum pricing and thereby negatively affecting profitability of GEE or availability of potential targets. In each case, such developments could have a material adverse effect on GEE's results and operations.

Competition
There may be several other entities that engage in similar businesses. These may be better financed and have better contacts at all levels of the business and hence negotiate better terms and conditions for the enhancement of properties and assets for consolidation. If one or more oil and gas companies expand or modify their operations, in a manner that leads to increased competition for GEE, GEE's business could suffer.

Disaster
Despite reasonable precautions taken by and planned by GEE, the occurrence of a natural disaster or other unanticipated problems at GEE's facilities, or that of its partners, contractors, or consultants, could cause interruptions in GEE business implementation or continuance. Any damage or failure that causes interruptions in GEE's operations could have a material adverse effect on GEE's business, financial condition and results of operations.

Dependence on Key Personnel
The success of GEE is dependent upon, among other things, the services of its directors, executive officers and key personnel. The loss of the services of any one of these individuals, for any reason, could have a material adverse effect on the prospects of GEE. The GEE business must rely on the ability, expertise, judgement and integrity of management of GEE. As GEE develops its business, there can be no assurance that GEE can attract and retain qualified individuals to fill key roles responsible for executing GEE's business strategy.

Actions of third parties, including partners
The development of the business will require commercial discussions and contractual negotiations to be successfully concluded. There is no assurance that this will take place. In some instances, third parties may be required to provide contracting services. There can be no assurance that these business relationships will continue to be maintained or new ones will be successfully formed. A breach or disruption to these relationships could be detrimental to future business, operating results and/or profitability of GEE. To the extent that GEE will not be able to maintain its relationships according to its plans and budgets, the profit may be adversely impaired. In certain circumstances, GEE may be liable for the acts or omissions of its partners. If a third party pursues claims against GEE due to acts and omissions of its partners, GEE's ability to recover from this may be limited as this could have an adverse financial impact.

Currency Exchange Risk
GEE may, as part of its operating parameters, operate in global economies and currencies that vary from country to country. Fluctuations in currency and global markets may have a variable effect on either repatriation of funds, or on cost models based in a foreign domicile. GEE may face a decrease in potential revenue based on an adverse effect of currency as it related to company operations and initiatives.

Need for Additional Capital in the Future
GEE is a start up venture without long-term proof of profitability or sustainability. It is highly unlikely that GEE will be able to implement its business plan solely through cash generated from operations. In future periods GEE anticipates needing to seek additional capital through the issuance of debt, equity, convertible securities or through other means. The issuance of debt, equity or convertible securities could lead to the dilution of the existing shareholders. There is no guarantee that GEE will be able to obtain capital on acceptable terms, or at all.

Insufficient funds could require the company to delay, scale back or eliminate some or all of its business strategy elements.

Possible Failure to Realize Anticipated Benefits of Enhancement
While each asset and property is assessed by GEE for its current revenue potential and its future asset value post enhancement, there is no guarantee that these estimates, or assessments will be accurate once enhancement occurs. Variability will result from each enhancement procedure resulting in a variation from the estimated production of each asset. In addition, results from an enhancement of a property may not reflect results in other or future properties. Variability in anticipated production and enhancement may adversely affect GEE's ability to achieve the anticipated benefits of these and future enhancements.

Possible Failure to Complete Enhancements
Enhancements of oil and gas assets are subject to normal commercial risk that an enhancement may not be completed on the terms negotiated or at all. If an enhancement or project does not take place, GEE will allocate the capital to another purchase transaction or initiative operated by GEE.

Operational and Reserve Risks Relating to the New Properties
Capital realization, well enhancement, implementation and asset management are all key factors in realizing estimates and benefits from property enhancement. There is no guarantee that GEE will mitigate all of these risk factors associated with enhancement of a property. GEE is relying on third party implementation, and operations of its assets and delays or increased costs may result as part of the operating and asset management.

Reserve Estimates
GEE is relying on reserve and recovery information contained in the property reports in respect of new properties. Information on reports may be inaccurate and only an estimate and the actual production from and ultimate reserves of those properties may be greater or less than the estimates contained in such reports. In addition, probable reserve estimates for properties may require revision based on the actual development strategies employed to prove such reserves. Estimated reserve value may also be affected by changes in oil and gas prices.

Escrowed Securities

As part of its listing application to the Exchange, GEE will enter into an escrow agreement with its registrar and transfer agent and certain shareholders of GEE, including all of the proposed directors, officers and consultants of GEE, whereby all securities of GEE, beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the proposed directors, officers and consultants of GEE, and the respective affiliates or associates of any of them, will be placed in and made subject to an escrow agreement for a hold period of 36 months or a shorter period if permitted by the Exchange from the effective date of the Amalgamation.

Pursuant to the escrow agreement, 10% of the escrowed shares will be released from escrow on the date the GEE shares are listed on the CSE, and 15% every six months thereafter, subject to acceleration provisions provided for in National Policy 46-201 – Escrow for Initial Public Offerings, and subject to the approval of the Exchange.

The following table sets out the number of securities proposed to be placed in escrow pursuant to the proposed escrow agreement among GEE, its registrar and transfer agent, and certain shareholders of GEE:

Prior to Giving Effect to the Transaction	After Giving Effect to the Transaction	Name and Municipality of Residence of Security holder	Designation of Class	Number of Securities to Be Held in Escrow	Percentage of Class
10,400,000	10,400,000	Mark Pellicane, Richmond Hill, Ontario	Common	10,400,000	67.5%

Indebtedness of Directors and Executive Officers of GEE

No individual who is, or at any time from the date of GEE's incorporation to the date hereof was a director or executive officer of GEE, or an associate or affiliate of such an individual, is or has been indebted to GEE.

GEE's Auditor

Harris & Partners, LLP, Licensed Public Accountants, are the auditors of GEE.

GEE's Material Contracts

The following are the contracts which are material to GEE:

1. the Arrangement Agreement;
2. the Amalgamation Agreement between Breosla and Global;
3. the Breosla Option Plan;
4. service agreement with FalconRidge Oil Ltd. (proposed);
5. service agreement for infrastructure and support with First World Trade Corp. (proposed).

The material contracts described above may be inspected at the registered office of Breosla at 500, 900 West Hastings Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Material Facts

To the knowledge of Breosla and Global, there are no other material facts about Global, Breosla, GEE or the Amalgamation that have not been disclosed in this Circular as a whole.

Promoters

The Company is the promoter of GEE.

Board Approval

The contents and the sending of this Circular have been approved by the Board of Directors of Global and the Board of Directors of Breosla, respectively.

FORBAIRT AFTER THE ARRANGEMENT AND AMALGAMATIONS

(Proposed to merge with Genesis Income Properties Inc. ("Genesis"))

The following is a description of Forbairt assuming completion of the Arrangement and Amalgamations.

Name, Address and Incorporation

Forbairt was incorporated as "Forbairt Development Acquisition Corp." pursuant to the Act on April 29, 2014. Forbairt is currently a private company and a wholly-owned subsidiary of BC0941092. Forbairt's head office is located at 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 500, 900 West Hastings Street, Vancouver, British Columbia.

Genesis Income Properties Inc. was incorporated pursuant to the Business Corporations Act (British Columbia) on April 7, 2014. Genesis is currently a private company. Genesis's head office is located at Suite 2300, 2850 Shaughnessy Street, Port Coquitlam, British Columbia. Genesis's registered and records offices are located at 1025 West Keith Road, North Vancouver, V7P 3C7, British Columbia.

The parties expect to adopt the articles of Forbairt upon completion of the Amalgamation between Forbairt and Genesis.

Inter-corporate Relationships

Forbairt does not have any subsidiaries.

Genesis does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in Forbairt holding the letter of intent dated April 2, 2014 with Genesis Income Properties, Inc. and receiving funds necessary to commence its business plan to acquire up to 140 residential properties in 2014 and an additional 300 residential properties in 2015. The future operating results and financial position of Forbairt cannot be predicted. Shareholders may review the BC0941092 and Forbairt unaudited pro–forma financial statements attached as Schedule "D" hereto.

Genesis has not completed a fiscal year. There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement and the Amalgamations described herein. Details of the Arrangement and Amalgamations are provided under "The Arrangement and Amalgamations". The Arrangement and Amalgamations, if successfully completed, will result in Genesis amalgamating with Forbairt in exchange for the issuance of the number of GNP shares equal to the number of Genesis shares (after applying an exchange ratio of 0.19990668) and Forbairt Shares. The future operating results and financial position of GNP cannot be predicted. Shareholders may review the GNP pro-forma financial statements attached as Schedule "K" hereto.

Trends

Forbairt plans to amalgamate with Genesis and become GNP, specializing in real estate acquisition and development; however, it may pursue other business opportunities. GNP's principal business following the Arrangement and the Amalgamations will be the evaluation of various business opportunities and the development of up to 140 residential properties in 2014 and an additional 300 residential properties in 2015. Accordingly, GNP's financial success may be dependent upon the extent to which it can acquire and develop single and multi-family residential buildings or other types of business.

The success of GNP is largely dependent upon factors beyond GNP's control. See "Risk Factors".

Other than as disclosed in this Circular, Forbairt is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of the Business

Forbairt was incorporated on April 29, 2014 and has not yet commenced commercial operations. Forbairt will acquire the letter of intent with Genesis Income Properties, Inc. from BC0941092 as part of the Arrangement, and will commence operations as a real estate development company. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Forbairt, and the Court.

Business History

Forbairt was incorporated as "Forbairt Development Acquisition Corp." pursuant to the BCBCA on April 29, 2014.

In May 2014, the Board of BC0941092 determined that it would be in the best interests of the Company to focus on developing and commercializing the letter of intent with Eye Candi Designs Ltd., while at the same time retaining its shareholders' interest in its letter of intent with Genesis Income Properties Inc. by transferring its interest to Forbairt in exchange for Forbairt Shares that would be distributed to the BC0941092 Shareholders, and entered into the Arrangement Agreement on May 5 (subsequently amended and restated on June 25, 2014).

Pursuant to the Arrangement, BC0941092 will transfer to Forbairt all of BC0941092's interest in the letter of intent with Genesis Income Properties, Inc. in consideration for 8,576,567 Forbairt Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Forbairt Share for each BC0941092 Share held. Forbairt will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with Genesis Income Properties, Inc. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Forbairt, the Court and the Exchange.

Genesis was incorporated as "Genesis Income Properties Inc." pursuant to the BCBCA on April 7, 2014.

Genesis is a private company established for the purpose of investing in and developing income-producing residential properties, initially in the United States of America. Genesis has not commenced commercial operations as it is intended that, for the purposes of raising the required capital it will pursue an amalgamation with Forbairt Development Acquisition Corp., with the intention of obtaining a listing on the Canadian Securities Exchange. Until the completion of that transaction, Genesis will not carry on any business other than the identification and evaluation of assets or businesses with a view to completing suitable acquisitions of properties and related commercial enterprises.

On April 2, 2014, the Principals of Genesis Income Properties Inc. entered into a letter of intent with Forbairt, on a pre incorporation basis pursuant to which Genesis would amalgamate with Forbairt.

Selected Unaudited Pro–Forma Financial Information of Forbairt

Forbairt was incorporated on April 29, 2014. Forbairt has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro–forma* basis for Forbairt as at April 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro–forma* balance sheet of Forbairt appended to this Circular as Schedule "D". This unaudited *pro–forma* balance sheet was prepared as if the Arrangement had occurred on April 30, 2014, taking into account the assumptions stated therein. The unaudited *pro–forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on April 30, 2014. In addition, the unaudited *pro–forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	***Pro–forma* Financial Information of Forbairt as at April 30, 2014** (unaudited)
Cash	$ 100
Letter of Intent with Genesis Income Properties, Inc.	Nil
Shareholders' Equity	$ 100
Number of issued Forbairt Shares	8,576,567

GNP Selected Financial Information

The following tables set out certain pro-forma combined financial information for GNP after giving effect to the Amalgamation.

The information provided below is qualified in its entirety by the unaudited pro-forma combined financial statements attached in Schedule K. Reference should be made to those pro-forma combined financial statements as well as to the pro-forma financial statements of Forbairt and the audited financial statements of Genesis, which are attached in Schedules D and J, respectively.

Pro-forma Financial Information as at April 30, 2014 (unaudited)

Cash	$268,510
Total assets	**$548,510**
Current liabilities	$15,517
Share capital	**$634,726**
Deficit	**$(101,733)**
Total liabilities and shareholders' equity	$548,510
Number of issued GNP Shares	20,764,513

Please refer to Schedule K for the following:

GNP's pro-forma combined financial statements giving effect to the Amalgamation as at April 30, 2014.

Dividends

To date, Forbairt and Genesis have not declared or paid any dividends on Genesis shares or Forbairt Shares. GNP has no present intention to declare any dividends on the GNP shares. Any decision to pay dividends on GNP shares will be made by the board of directors of GNP on the basis of its earnings, financial requirements and other conditions existing at such time.

Business of Forbairt

General

Forbairt is not carrying on any business at the present time. On completion of the Arrangement, Forbairt will commence its business as a real estate development company. The objectives of Forbairt's management will be to raise equity funds to develop the letter of intent with Genesis Income Properties, Inc.

Genesis is not carrying on any business at the present time. Genesis intends to complete the Amalgamation with Forbairt.

Business of Forbairt Following the Arrangement and Amalgamations

Forbairt is not carrying on any business at the present time. On completion of the Arrangement, Forbairt will commence its business as a real estate development company.

Genesis Income Properties Inc. is not carrying on any business at the present time. On completion of the Amalgamations, Genesis Income Properties Inc. will continue its operations as GNP and commence its business as a company focused on developing a real estate development business.

Upon completion of the amalgamation with Forbairt pursuant to the Arrangement, GNP will commence operations as Genesis Income Properties Inc., a real estate development company with a portfolio of residential properties in Detroit, Michigan. Concurrent with the Amalgamation between Forbairt and Genesis, GNP intends to secure initial equity funding of $400,000 for working capital and subsequent to completion of the transactions contemplated in this Circular, secure an additional U.S. $4,000,000 in equity financing and U.S. $3,500,000 of secured debenture financing.

GNP intends to realize the following business objectives over the next 12 to 24 months:

● Complete a $400,000 financing, with additional $7.5 million equity and debenture financings in Q3/Q4 of fiscal 2014;

● Acquire up to 80 residential properties in 2014 and an additional 200 residential properties in 2015 for the purpose of renovating, tenanting and holding a high yielding residential real estate portfolio for long-term capital appreciation.

● Acquire up to 60 residential properties in 2014 and an additional 100 residential properties in 2015 for the purpose of renovating, tenenting and selling directly to investors to substantially increase the overall long-term investment return and profitability to GNP. A significant portion of these properties will be packaged for sale through a limited partnership offering, specifically targeted to accredited investors and sold through exempt market dealers.

● Implement its marketing plan which is designed to increase awareness of GNP's business and service offerings through targeted marketing efforts, including increasing the sales force, making investor presentations, attending seminars, attending real estate and investment trade shows, utilizing traditional media and online media advertising programs. GNP will also use its website to promote its business to targeted groups such as exempt market dealers and licensed realtors as well as to local and international real estate investors directly.

● As GNP expands to other regions and continues to build its property portfolio and investor base, conduct additional financings to acquire more property for the buy and hold portfolio.

● After establishing a dominant presence in key residential neighbourhoods of selected regions in the United States, GNP will seek opportunities in the commercial sectors of the same regions, where office and retail space is also considered to be substantially undervalued.

● After securing a place in the Detroit real estate market, GNP will expand its operations to other markets in the United States where residential and commercial real estate has been severely impacted by the global financial and housing market crisis. This could include areas such as Chicago and Atlanta. GNP will consider acquisitions in areas where partnerships can be formed with local property management companies that have strong local knowledge, expertise, and a well-established and proven infrastructure.

GNP will also evaluate and may acquire additional investment opportunities from time to time.

Liquidity and Capital Resources

Pursuant to the Arrangement, BC0941092 will transfer to Forbairt all of BC0941092's interest in the letter of intent with Genesis Income Properties, Inc. in consideration for 8,576,567 Forbairt Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Forbairt Share for each BC0941092 Share held.

Forbairt is a start-up real estate development company and therefore has no regular source of income, other than interest income it may earn on funds invested in short–term deposits. As a result, Forbairt's ability to conduct operations, including the development of its real estate investment business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Forbairt will be able to do so.

See "Selected Unaudited *Pro–forma* Financial Information" for information concerning the financial assets of Forbairt resulting from the Arrangement.

Genesis is a start-up real estate development company. Currently, it has no regular source of income. As a result, Genesis's ability to conduct and expand on its operations, including the expansion of its real estate portfolio, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Genesis will be able to do so.

See Schedule "K" for information concerning the financial assets of Genesis Income Properties Inc. resulting from the Amalgamations.

Results of Operations

Forbairt has not carried out any commercial operations to date.

Genesis has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, BC0941092 will transfer to Forbairt all of BC0941092's interest in the letter of intent with Genesis Income Properties, Inc. in consideration for 8,576,567 Forbairt Class A Preferred Shares multiplied by the Conversion Factor.

The estimated unaudited pro–forma working capital of Forbairt at April 30, 2014 is approximately $100, which will be available to Forbairt upon completion of the Arrangement.

The estimated unaudited pro-forma working capital of Genesis Income Properties Inc. at April 30, 2014 was approximately $252,993, which less certain legal, accounting, management and administrative expenses will be available to GNP upon completion of the Arrangement and the Amalgamations. GNP is currently at a stage where it requires external capital to continue and grow its business. It must obtain funding to realize its business objectives and may need additional future working capital if it cannot penetrate the market as quickly as has been anticipated. There can be no certainty that GNP can obtain these funds within the anticipated time frame and within acceptable terms.

Share Capital of Forbairt

The following table represents the share capitalization of Forbairt as at April 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100[(1)]	1,714,513[(2)]

NOTES:

(1) One hundred common shares of Forbairt were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Forbairt is authorized to issue an unlimited number of common shares without par value, of which approximately 1,714,513 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Share Capital of Genesis Income Properties Inc.

The following table represents the share capitalization of Genesis Income Properties Inc. as at the date of this Circular.

Designation of Genesis Shares	Number of Genesis Shares	Percentage of Total
Genesis shares issued to incorporator	300	0.0%
Genesis shares issued for cash consideration of $.005	4,800,000	43%
Genesis shares issued for cash consideration of $.02	6,250,000	57 %
Total	**11,050,300**	**100.00**

Notes:

Three hundred common shares were issued upon incorporation and was subsequently cancelled. See Fully Diluted Share Capital of GNP for subsequent share issuances.

Genesis is authorized to issue an unlimited number of common shares without par value, of which approximately 11,050,300 common shares are currently issued and outstanding. There are no special rights or restrictions attached to the Genesis shares.

Common Shares

Holders of Forbairt Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Forbairt and are entitled to one vote for each Forbairt Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Forbairt, including without limitation the rights of the holders of preferred shares, any dividend declared by Forbairt; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Forbairt shares, including without limitation the holders of preferred shares, the remaining property and assets of Forbairt upon dissolution. Subject to the provisions of the Act, Forbairt may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Forbairt Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of Forbairt

The *pro–forma* fully diluted share capital of Forbairt, assuming completion of the Arrangement and the exercise of all BC0941092 Share Commitments, is set out below:

Designation of Forbairt Securities	Number of Forbairt Shares	Percentage of Total
Subscriber's shares issued on incorporation[(1)]	100	0.00%
Forbairt Shares issued in exchange for the letter of intent with Genesis Income Properties, Inc., which shares will be distributed to the BC0941092 Shareholders[(2)]	1,714,513	100%
Forbairt Shares to be issued pursuant to the Forbairt Commitment	0	0%
Total.....	1,714,513	**100%**

NOTES:

(1) One hundred common shares of Forbairt were issued to BC0941092 on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Fully Diluted Share Capital of GNP

The following tables set out the number and percentage of securities of GNP proposed to be outstanding on a fully diluted basis after giving effect to the Arrangement and the Amalgamations and any other matters:

Number of Forbairt Shares outstanding	Number of Forbairt warrants and options outstanding	Number of GNP shares issued in exchange for Forbairt Shares	Percentage of GNP Shares
8,576,567	Nil warrants Nil options	1,714,513	8.26%

Number of Genesis shares	Number of Genesis	Number of GNP shares	Percentage of GNP Shares

outstanding	warrants and options outstanding	issued in exchange for Genesis Shares	
19,050,000	Nil warrants Nil options	19,050,000	91.74%

Prior Sales of Securities of Forbairt

Forbairt issued one hundred common shares to BC0941092 at a price of $1.00 per share on incorporation on April 29, 2014 to be cancelled on amalgamation.

a) Genesis Income Properties proposes to issue 5,000,000 shares at a deemed value of $.05 per share for total consideration of $250,000 for an agreement with an established real estate development firm based in Detroit to jointly develop and market real estate properties.

b) Genesis Income Properties proposes to issue 5,000,000 shares at a deemed value of $.05 per share for total consideration of $250,000 for an agreement with an established real estate development firm to jointly develop and market real estate properties.

Options and Warrants

Stock Options

The BC0941092 Shareholders will be asked at the Meeting to approve the Forbairt Option Plan. See "Approval of the Forbairt Stock Option Plan". As of the Effective Date, assuming approval of the Forbairt Option Plan by the BC0941092 Shareholders, there will be approximately 857,657 Forbairt Shares available for issuance under the Forbairt Option Plan. As of the date of this Circular, Forbairt has not granted any options under the Forbairt Option Plan.

Genesis has no stock options outstanding.

Convertible Securities

The following convertible securities of Forbairt will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price[(2)]
Forbairt Commitment	Various	0	0

Genesis has no convertible securities outstanding.

Principal Shareholders of Forbairt

To the knowledge of the directors and executive officers of Forbairt, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Forbairt Shares carrying more than 10% of the voting rights attached to all outstanding Forbairt Shares.

Name	Number of Shares	Percentage Held	Held
Donald Gordon	1,300,000	15.16%	Directly

Principal Shareholders of GNP

To the knowledge of the directors and executive officers of Genesis and Forbairt, no person or company other than as disclosed in the following table will hold, directly or indirectly, as of the date of this Circular will have control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that constitute more than 10% of the issued shares of GNP.

	Number of GNP shares after Amalgamation	Percentage of GNP shares after Amalgamation
Daniel R Gouws	2 050 000	10.76%
Jadvindra Grewal	2 050 000	10.76%

Directors and Officers of GNP

The following table sets out the names of the current and proposed directors and officers of GNP, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of GNP, and the number and percentage of GNP Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement and the Amalgamations.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with GNP	Director/Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
VID WADHWANI Vancouver, BC COO and Chairman	Business consultant, financial analyst, RwE Growth Partners (2010 – 2013), Ableauctions (2007-2010), President & CEO, Ialta Industries, President & CEO, Intracoastal Systems Engineering.	COO and Chairman	Proposed Nominee	800 100
DAVID JACKSON Vancouver, BC President, CEO, Director	Director, Ascot Mining Plc (16 April 2008-Present). Director, Mineral Hill Industries Ltd, (14 March 2012 – Present). Director, Kirkland Precious Metals (21 August 2012– Present). Super Nova Petroleum (28 January 2014 – 12 June 2014)	President, CEO, Director	Proposed Nominee	800 000
ALLAN GOULDING Vancouver, BC CFO and Director	Retired Chartered Accountant 2002 to current - Independent consultant providing financial services to select clients and managing personal property and share investments	CFO, Director	Proposed Nominee	500 100
DAVID C. CARKEEK Vancouver, BC Senior VP and Director	Business consultant and investor. 1995 to 2010 Partner and managing director of Bojangles Cafe chain of restaurants. 2010 to current independent consultant providing financial services to client base.	Senior VP, Director	Proposed Nominee	800 100
DANIEL GOUWS Vancouver, BC Director	Physician, medical consultant for CBI and Back in Motion, Medical Examiner for Transport Canada (Aviation and Marine Medicals)	Director	Proposed Nominee	2 050 000

NOTES:

The members of GNP's Audit Committee are Danie Gouws, David C. Carkeek, and Vid Wadhwani. At present GNP does not intend to establish a Compensation Committee.

Management of GNP

The following is a description of the individuals who will be directors and officers of GNP following the completion of the Arrangement and Amalgamations:

Vid Wadhwani, Chief Operating Officer and Chairman of the Board, has over 25 years of senior management experience in both the public and private sector. He has served on the Board of Directors as well as held senior executive positions with a number of Canadian public companies. He has also worked with several prominent investment institutions as a financial advisor and branch manager and brings with him extensive knowledge of the capital markets in both Canada and the United States.

Prior to joining GNP, Vid was a senior financial analyst with RwE Growth Partners, Inc. He has considerable experience in the preparation of business plans, financial projections, valuations, due diligence reports, pricing analysis, financial statements and investor presentations for public and private companies. Vid has worked with a broad spectrum of companies including software and technology, telecommunications, natural resources, life sciences, entertainment, and a variety of industrial projects. Prior to RwE, Vid worked closely with a US public company as a strategic business consultant with the primary responsibility of restructuring the company's operations and assisting in the divestiture of non-performing assets and eventually the completion of reverse merger transaction on the NASDAQ stock exchange. Prior to this engagement, Vid held the position of Chairman & CEO of a local high-tech company, IntraCoastal System Engineering Corp, a Canadian public company listed on the TSX Venture board, where he successfully led the company thru to commercialization of its proprietary powerline communications technology.

David Jackson, President, Chief Executive Officer, and Director, has over 35 years of business experience with private and public corporations, focused on single family, multi-family and commercial real estate marketing as well land development & construction, natural resources and industrial machinery. He is broadly experienced in the initiation, negotiation, planning and launching of projects in Canada and internationally. As a senior executive, he has provided development advisory services, marketing, fundraising and corporate finance expertise. Mr. Jackson has founded and co-founded a number of private and publicly held companies.

Allan Goulding, Chief Financial Officer and Director, is a Chartered Accountant from South Africa, a former partner in the PwC international accounting firm and has been resident in Canada since 2002. He has extensive experience, through personal investment in enterprises in both Canada and Africa, of all aspects of property development and investment. In addition he has been involved in the establishment and growth to maturity of a number of start-up businesses in a variety of different fields.

David C. Carkeek, Senior Vice-President and Director, has over 26 years' experience in business management and entrepreneurial ventures. His foundations were set in the late 80's as a Senior Program Consultant to the Ontario Hospital Association where he managed a $10 million annual provincial fund to encourage hospitals and health care facilities to introduce and establish management systems, processes and procedures that would lead to more cost effective use of resources. He gained insight into identifying significant needs and trends in the industry and oversaw the creation of new policies and corporate strategies to address these needs.

Dr. Daniel R. Gouws, MB, ChB, ACBOM, Director, has practiced medicine since 1985, and has worked in New Zealand, South Africa and Canada. He has worked extensively in the occupational health field since 1995, both as a clinician and in managerial positions. He has a special interest in disability management and chronic pain. Over the last years Dr. Gouws has limited his work to his consulting practice, doing independent medical evaluations for lawyers, insurance companies, employers, and to government and union examinees. He also works as a medical consultant for CBI and Back in Motion, and is a Medical Examiner for Transport Canada (Aviation and Marine Medicals). Dr. Gouws regularly testifies as an expert witness in the Supreme Court of British Columbia.

Dr. Gouws has an ongoing entrepreneurial interest having been involved in several start-up companies as a seed investor. He holds and manages a property portfolio of 52 rental units across Canada and in NZ and has bought and sold more than 50 investment properties over the years.

Jadvinder Grewal, Portfolio Property Manager, brings over 20 years of work experience in the real estate, finance and technology sectors. Jad specializes in the coordination (project management) and negotiations of complex projects and has experience in all phases of the development processes. Jad has extensive experience executing predevelopment, construction, and various project financings in one of the most dominant housing sectors

of North America - Vancouver, B.C. As an Electronic Engineer by trade, Jad has completed various diplomas and certifications from the British Columbia Institute of Technology.

Corporate Cease Trade Orders or Bankruptcies

No director, officer, promoter or other member of management of GNP is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Penalties or Sanctions

No director, officer, promoter or other member of management of GNP has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of GNP has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of GNP are required by law to act honestly and in good faith with a view to the best interest of GNP and to disclose any interests which they may have in any project or opportunity of GNP. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not GNP will participate in any project or opportunity, that director will primarily consider the degree of risk to which GNP may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among Forbairt and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of GNP

The executive officers of GNP (the "**Executive Officers**") are:

David Jackson	–	President and Chief Executive Officer
Allan Goulding	–	Chief Financial Officer
Vid Wadhwani		Chief Operating Officer
David C. Carkeek		Senior Vice President

GNP does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of GNP.

Risk Factors

Need for Funds
GNP is currently at a stage where it requires external capital to continue and grow its business. It must obtain the funding now and may need additional future working capital if it cannot penetrate the market as quickly as has been anticipated. There can be no certainty that GNP can obtain these funds within the anticipated time frame and within the terms that it is most comfortable with.

Reliance on Key Personnel
GNP is currently reliant on its management team to oversee the core marketing, business development, operational and fund raising activities. The loss of any of these individuals in the short-term would have a detrimental effect on the short-term ability of GNP to achieve its objectives.

Competitive Environments
The real estate investment and property management market is highly competitive with a number of established competitors. It is also anticipated that as the economy improves, competition in this sector is will increase. GNP's success will depend on, among other things, GNP's ability to acquire distressed properties at low prices as well as its ability to find investors for such properties at higher prices on a continuous basis. There can be no assurance that other companies with greater financial resources will not develop similar strategies and services with greater success and that GNP will be able to compete successfully against existing competitors or future entrants into the market.

Changing Economic Circumstances
GNP's revenues are substantially dependent on economic conditions in the United States. In addition, GNP must develop successful marketing, promotional and sales programs in order to sell its services. If GNP is not able to develop successful marketing, promotional and sales programs, this will have a material adverse effect.

Other Risks include but are not limited to the following:
· GNP is employing a new and untested business model with no proven track record, which may make its business difficult to evaluate.
· GNP may not be able to effectively manage its growth, and any failure to do so may have an adverse effect on its business and operating results.
· GNP intends to continue to rapidly expand its scale of operations and make acquisitions even if the rental and housing markets are not as favourable as they have been in recent months, which could adversely impact anticipated yields.
· GNP's future growth depends, in part, on the availability of additional debt or equity financing. If GNP cannot obtain additional financing on terms favourable or acceptable to it, its growth may be limited.
· GNP's success depends, in part, upon its ability to hire and retain highly skilled managerial, investment, financial and operational personnel, and the past performance of its senior management may not be indicative of future results.
· GNP's investments are and will continue to be concentrated in its target markets and the single-family properties sector of the real estate industry, which exposes it to downturns in its target markets or in the single-family properties sector.
· GNP faces competition for acquisitions of its target properties, which may limit its strategic opportunities and increase the cost to acquire those properties.
· GNP faces competition in the leasing market for quality tenants, which may limit its ability to rent its single-family homes on favourable terms or at all.
· The large supply of single-family homes becoming available for purchase as a result of the heavy volume of foreclosures, combined with historically low residential mortgage rates, may cause some potential renters to seek to purchase residences rather than lease them and, as a result, cause a decline in the number and quality of potential tenants.
· GNP's evaluation of properties involves a number of assumptions that may prove inaccurate, which could result in it paying too much for properties it acquires or overvaluing its properties or its properties failing to perform as it expects.
· Single-family properties that are being sold through short sales or foreclosure sales are subject to risks of theft, mould, infestation, vandalism, deterioration or other damage that could require extensive renovation prior to renting and adversely impact GNP's operating results.

· If occupancy levels and rental rates in GNP's target markets do not increase sufficiently to keep pace with rising costs of operations, its income and distributable cash will decline.
· GNP depends on its tenants and their willingness to renew their leases for substantially all of its revenues. Poor tenant selection and defaults and nonrenewals by its tenants may adversely affect its reputation, financial performance and ability to make distributions to its shareholders.
· Declining real estate values and impairment charges could adversely affect GNP's earnings and financial condition.
· If GNP is self-insured against many potential losses, and uninsured or underinsured losses relating to properties may adversely affect its financial condition, operating results, cash flows and ability to make distributions on its securities.
· Mortgage loan modification programs and future legislative action may adversely affect the number of available properties that meet GNP's investment criteria.
· GNP may be adversely affected by lawsuits alleging trademark infringement as such lawsuits could materially harm its brand name, reputation and results of operations.
· The availability and timing of cash distributions is uncertain.
· GNP's ability to pay dividends is limited by the requirements of state law.
· Members of GNP's executive team and its board collectively may own a significant amount of its common shares or units of limited partnership, and future sales by these holders of of common shares, or the perception that such sales could occur in the future, could have a material adverse effect on the market price of GNP's common shares.

Escrowed Securities

As part of its listing application to the Exchange, GNP will enter into an escrow agreement with its registrar and transfer agent and certain shareholders of GNP, including all of the proposed directors, officers and consultants of GNP, whereby all securities of GNP, beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the proposed directors, officers and consultants of GNP, and the respective affiliates or associates of any of them, will be placed in and made subject to an escrow agreement for a hold period of 36 months or a shorter period if permitted by the Exchange from the effective date of the Amalgamation.

Pursuant to the escrow agreement, 10% of the escrowed shares will be released from escrow on the date the GNP shares are listed on the CSE, and 15% every six months thereafter, subject to acceleration provisions provided for in National Policy 46-201 – Escrow for Initial Public Offerings, and subject to the approval of the Exchange.

The following table sets out the number of securities proposed to be placed in escrow pursuant to the proposed escrow agreement among GNP, its registrar and transfer agent, and certain shareholders of GNP:

Prior to Giving Effect to the Transaction	**After Giving Effect to the Transaction**	**Name and Municipality of Residence of Security holder**	**Designation of Class**	**Number of Securities to Be Held in Escrow**	**Percentage of Class**
800 100	800 100	VID WADHWANI Maple Rudge, BC COO and Chairman	Common	2 050 100	9.87%
800 000	800 000	DAVID JACKSON San Jose, Costa Rica President, CEO, Director	Common	800 000	3.9%%
		ALLAN GOULDING			

500 100	500 100	North Vancouver, BC CFO and Director	Common	1 200 100	5.8%
800 100	800 100	DAVID C. CARKEEK North Vancouver, BC Senior VP and Director	Common	800 100	3.9%
2 050 000	2 050 000	DANIEL R GOUWS Maple Ridge, BC Director	Common	2 050 000	9.87%

Indebtedness of Directors and Executive Officers of GNP

No individual who is, or at any time from the date of Forbairt's incorporation to the date hereof was a director or executive officer of GNP, or an associate or affiliate of such an individual, is or has been indebted to GNP.

GNP's Auditor

Dale Matheson Carr-Hlton Labonte LLPChartered Accountants, 1140 West Pender St. Vancouver, BC V6E 4G1are the auditors of GNP.

GNP's Material Contracts

The following are the contracts which are material to GNP:

1. the Arrangement Agreement;
2. the Amalgamation Agreement between Forbairt and Genesis;
3. the Forbairt Option Plan.

The material contracts described above may be inspected at the registered office of Forbairt at 500, 900 West Hastings Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Material Facts

To the knowledge of Forbairt and Genesis, there are no other material facts about Genesis, Forbairt, GNP or the Amalgamation that have not been disclosed in this Circular as a whole.

Promoters

The Company is the promoter of GNP.

Board Approval

The contents and the sending of this Circular have been approved by the Board of Directors of Genesis and the Board of Directors of Forbairt, respectively.

LAIDINEACH AFTER THE ARRANGEMENT AND AMALGAMATIONS
(Proposed to merge with rTrees Producers Limited ("rTrees"))

The following is a description of Laidineach assuming completion of the Arrangement.

Name, Address and Incorporation

Laidineach was incorporated as "Laidineach Investment Acquisition Corp." pursuant to the Act on April 29, 2014. Laidineach is currently a private company and a wholly-owned subsidiary of BC0941092. Laidineach's head office is located at 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 500, 900 West Hastings Street, Vancouver, British Columbia.

rTrees Producers Limited was incorporated pursuant to the *Business Corporations Act* (Saskatchewan) on July 25, 2013. rTrees is currently a private company. rTrees's head office is located at 2010, 11th Avenue, 7th Floor, Regina, Saskatchewan. rTrees's registered and records offices are located at Suite 1000, 2002 Victoria Avenue, Regina, Saskatchewan, S4P 0R7.

The parties expect to adopt the articles of rTrees upon completion of the Amalgamation between Laidineach and rTrees.

Inter-corporate Relationships

Laidineach does not have any subsidiaries.

rTrees does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in Laidineach holding the letter of intent dated May 29, 2014 with rTrees Producers Limited and receiving funds necessary to commence its business as a producer of medicinal marihuana operating within the Marihuana for Medical Purposes Regulations which came into force on June 18, 2013. The future operating results and financial position of Laidineach cannot be predicted. Shareholders may review the BC0941092 and Laidineach unaudited *pro–forma* financial statements attached as Schedule "D" hereto.

rTrees's first fiscal year ended March 31, 2014. There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement and the Amalgamations described herein. Details of the Arrangement and Amalgamations are provided under "The Arrangement and Amalgamations". The Arrangement and Amalgamations, if successfully completed, will result in rTrees amalgamating with Laidineach in exchange for the issuance of the number of RTE shares equal to the number of rTrees shares on a one for one basis and the issuance of the number of RTE shares equal to the number of Laidineach Shares (after applying an exchange ratio of 0.1249999). The future operating results and financial position of RTE cannot be predicted. Shareholders may review the RTE pro-forma financial statements attached as Schedule "M" hereto.

Trends

Laidineach plans to amalgamate with rTrees and become RTE, specializing in the production of dried marijuana for medical purposes; however, it may pursue other business opportunities. RTE's principal business following the Arrangement will be to become a licensed producer for the production of dried marijuana for medical purposes. Accordingly, RTE's financial success may be dependent upon the extent to which it can become a licensed producer pursuant to the Marihuana for Medical Purposes Regulations which came into force on June 18, 2013.

The success of RTE is largely dependent upon factors beyond RTE's control. See "Risk Factors".

Canadians have been able to access dried marihuana for medical purposes since 1999 when the Marihuana Medical Access Program (MMAP) was first established. At the time, individuals were authorized to possess dried marihuana and/or produce a limited number of marihuana plants for medical purposes via the issuance of an exemption under section 56 of the Controlled Drugs and Substances Act (CDSA). This program, and the Marihuana Medical Access Regulations (MMAR) that govern it, have evolved over the years to provide authorized persons with the following options to obtain a legal supply of dried marihuana:

● They can produce their own supply under a Personal Use Production License (PUPL);
● They can designate an individual to produce it on their behalf under a Designated Person Production License (DPPL); or
● They can purchase dried marihuana from Health Canada, which contracts a private company, Prairie Plant Systems Inc., to produce and distribute marihuana for the program.

The issue, according to Health Canada, is that growth in MMAP participation has had unintended consequences for the administration of the MMAR and, more importantly, for public health, safety, and security as a result of authorizing individuals to produce marihuana under PUPLs and DPPLs in private dwellings.

The Marihuana for Medical Purposes Regulations (MMPR) came into force on June 18, 2013 to completely phase out the MMAR following a short transition period where both programs were to run in parallel until March 31, 2014. An injunction was issued by a British Columbia federal judge in late March 2014 that delayed the repeal of the MMAR until an active legal case initiated by a group of MMAR license holders could be heard by a court. This injunction is expected to delay the repeal of the MMAR to at least the end of 2014 and possibly into the second quarter of 2015.

Ultimately, it is in the interest of Laidineach for the MMAR to be repealed as the existing licensees under that program are expected to register under the new MMPR causing a surge in new clients. However, all new participants in the Canadian medical marihuana market must enter through the new MMPR program and, in reality, it appears the injunction has not slowed the uptake of MMPR clients as competitors are reporting growth rates of up to 600 customers per month and are facing supply issues.

The MMPR authorizes the following key activities:
● the possession of dried marihuana by individuals who have the support of an authorized health care practitioner to use marihuana for medical purposes;
● the production of dried marihuana by licensed producers only; and
● the direct sale and distribution of dried marihuana by specific regulated parties to individuals who are eligible to possess it.

While users under the old MMAR program are temporarily grandfathered until their case can be heard by a judge in late 2014 or early 2015, any new consumer to the Canadian medical marihuana market today must purchase from a Licensed Producer under the new MMPR regulations. This creates a great opportunity to be one of the first to market and establish a quality brand and service in this new industry, with a built-in client base.

Other than as disclosed in this Circular, Laidineach is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of the Business

Laidineach was incorporated on April 29, 2014 and has not yet commenced commercial operations. Laidineach will acquire the letter of intent with rTrees Producers Limited from BC0941092 as part of the Arrangement, and will commence operations as a producer of medicinal marihuana operating within the Marihuana for Medical Purposes Regulations (MMPR). Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Laidineach, and the Court.

rTrees was incorporated on July 25, 2013 and has not yet commenced commercial operations. Upon completion of the amalgamation with Laidineach pursuant to the Arrangement and Amalgamations, RTE will commence operations as rTrees Producers Limited, a producer of medical marijuana with a portfolio of 244 strains of

marijuana. rTrees intends to produce and distribute various strains of marijuana for medical purposes, breed and innovate new products, and innovate vertical products as permitted by an evolving regulatory environment (edibles, concentrates, derivatives). Initially RTE will make five varieties available to the market that represent each of the primary cannabis categories: Sativa, Indica, Hybrid, 1:1, and CBD Dominant. The approach is to provide quality over quantity and, with that in mind, the varieties that are introduced to the market will be award winning genetics and/or evolutions of award winning genetics produced through the rTrees Breeding Program.

The intention is to introduce more varieties to the market, by tapping into the rTrees genetic library, as production capacity allows without compromising quality.

rTrees has made an arrangement with another company with an MMPR license, with whom rTrees has a good working relationship, to hold rTrees' genetics in their facility pending rTrees approval from Health Canada. Following rTrees approval from Health Canada, the other company will transfer the genetics back into the control and custody of rTrees. All of rTrees' genetics were transferred in a manner to prevent tampering and ensure this property could not be stolen, cloned, or used in any way by the other company.

Completion of the Amalgamations is subject to the approval of the Amalgamations by the BC0941092 Shareholders, Laidineach, rTrees Producers Limited, and the shareholders of rTrees Producers Limited.

Business History

Laidineach was incorporated as "Laidineach Investment Acquisition Corp." pursuant to the BCBCA on April 29, 2014.

In May 2014, the Board of BC0941092 determined that it would be in the best interests of the Company to focus on developing and commercializing the letter of intent with Eye Candi Designs Ltd., while at the same time retaining its shareholders' interest in its letter of intent with rTrees Porducers Limited by transferring its interest to Laidineach in exchange for Laidineach Shares that would be distributed to the BC0941092 Shareholders, and entered into the Arrangement Agreement on May 5 (subsequently amended and restated on June 25, 2014).

Pursuant to the Arrangement, BC0941092 will transfer to Laidineach all of BC0941092's interest in the letter of intent with rTrees Producers Limited in consideration for 8,576,567 Laidineach Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Laidineach Share for each BC0941092 Share held. Laidineach will amalgamate with rTrees Producers Limited shortly after the completion of the Arrangement. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Laidineach, the Court and the Exchange.

rTrees was incorporated as "rTrees Producers Limited" pursuant to the *Business Corporations Act* (Saskatchewan) on July 25, 2013.

The company's primary business is to produce and sell medical marijuana.

On May 29, 2014, rTrees Producers Limited entered into a letter of intent with the Company, which letter of intent was assigned to Laidineach pursuant to the Arrangement. The letter of intent contemplates the amalgamation between the Company (or its assignee Laidineach) and rTrees.

Selected Unaudited Pro–Forma Financial Information of Laidineach

Laidineach was incorporated on April 29, 2014. Laidineach has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro–forma* basis for Laidineach as at April 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro–forma* balance sheet of Laidineach appended to this Circular as Schedule "D". This unaudited *pro–forma* balance sheet was prepared as if the Arrangement had occurred on April 30, 2014, taking into account the assumptions stated therein. The unaudited *pro–forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on April 30, 2014. In addition, the unaudited *pro–forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	***Pro–forma* Financial Information of Laidineach as at April 30, 2014** (unaudited)
Cash	$ 100
Letter of Intent with rTrees Producers Limited	Nil
Shareholders' Equity	$ 100
Number of issued Laidineach Shares	8,576,567

RTE Selected Financial Information

The following tables set out certain pro-forma combined financial information for RTE after giving effect to the Amalgamation.

The information provided below is qualified in its entirety by the unaudited pro-forma combined financial statements attached in Schedule M. Reference should be made to those pro-forma combined financial statements as well as to the pro-forma financial statements of Laidineach and the audited financial statements of rTrees, which are attached in Schedules D and L, respectively.

	Pro-forma Financial Information as at April 30, 2014 (unaudited)
Cash	$995,793
Total assets	**$1,491,871**
Current liabilities	$159,693
Share capital	**$1,491,871**
Deficit	**$(519,448)**
Total liabilities and shareholders' equity	$1,491,871
Number of issued RTE Shares	51,004,570

Please refer to Schedule M for the following:

RTE's pro-forma combined financial statements giving effect to the Amalgamation as at April 30, 2014.

Dividends

To date, Laidineach and rTrees have not declared or paid any dividends on Laidineach Shares or rTrees shares. RTE has no present intention to declare any dividends on the RTE shares. Any decision to pay dividends on RTE shares will be made by the board of directors of RTE on the basis of its earnings, financial requirements and other conditions existing at such time.

Business of Laidineach

General

Laidineach is not carrying on any business at the present time. On completion of the Arrangement, Laidineach will complete the amalgamation contemplated in the letter of intent between the Company (or its assignee) and rTrees.

rTrees Producers Limited is not carrying on any business at the present time. On completion of the Amalgamations, rTrees will continue its operations as RTE and commence its business as a producer of medical marijuana.

rTrees has completed construction of its initial facility, representing 15,000 square feet of production space capable of producing 1,500 pounds on marijuana annually ($4,848,400/year based on the current market price of $7.50/gram). rTrees has the ability to expand into 90,000 square feet of total production space in its current building

that will be capable of producing 10,000 pounds of marijuana annually ($33,888,800/year based on the current market price of $7.50/gram).

rTrees has been working in collaboration with GrowSetup, a California based medicinal marijuana consulting company, to ensure best practices from California's mature market are adopted and incorporated in all aspects of its planning and build out activities. Their involvement has included:

• Grow system evaluation
• Equipment evaluation
• Facility design assistance
• Disease & pest control guidance
• Organic operation guidance
• Marketing guidance (sharing U.S.A. medical marijuana advertising best practices which may or may not be adopted by our advertising agency upon review).

Furthermore, rTress has also engaged Experchem Laboratories Inc., an Ontario based government accredited regulatory consulting and analytical laboratory testing services company. Experchem has been engaged to complement the rTrees management team, specifically the Director of Quality Control, and provide assistance in the areas of:

• Quality assurance application response
• Standard Operating Procedure (SOP) development
• Director of Quality Control selection
• Health Canada quality assurance audits
• Inventory control system and packaging compliance
• Liaising with Health Canada as it relates to quality assurance
• Ongoing regulatory and quality support

The operational facility and production/marketing activities will be implemented to meet the requirements of the Marihuana for Medical Purposes Regulations and associated guidance documents that have been released by Health Canada including:

• Technical Specifications for Dried Marihuana for Medical Purposes which details quality requirements
• Pertinent sections of the Food and Drugs Act (FDA)
• Directive on Physical Security Requirements for Controlled Substances which have been incorporated into our facility plans
• Guidance Document: Building and Production Security Requirements for Marihuana for Medical Purposes which provides technical details on specifically how to meet the security requirements set out in the previous directive.

In addition, rTrees has secured 244 strains of cannabis, which provides a large degree of flexibility for both product commercialization and product innovation through the rTrees Breeding Program. These strains represent virtually all of the popular cannabis strains as well as a large number of specialized and proprietary strains with various flavor profiles and THC/CBD levels.

Business of Laidineach Following the Arrangement and Amalgamations

Laidineach is not carrying on any business at the present time. On completion of the Arrangement, Laidineach will amalgamate with rTrees Producers Limited and commence the business of rTrees Producers Limited as a producer of medicinal marihuana that will produce and sell a variety of product strains to Canadian medicinal marihuana users and dispensaries in other countries with a legal means to import Canadian product.

rTrees is not carrying on any business at the present time. On completion of the Amalgamations, rTrees will continue its operations as RTE and commence its business as a company focused on acquiring a license to produce medical marijuana from Health Canada. To date rTrees owns 244 different strains of cannabis and has an aggressive breeding program designed to innovate the product offerings and continually develop high quality, commercially viable cannabis genetics. Initially rTrees will make five varieties available to the market that represent each of the primary cannabis categories: Sativa, Indica, Hybrid, 1:1, and CBD Dominant. rTrees Producers Limited has applied to Health Canada to become a licensed producer for the production of dried marihuana for medicinal purposes. The

receipt of the application has been acknowledged by Health Canada, pending inspection of the physical facilities of the company as the final requirement in the formal approval process.

RTE will also evaluate and may acquire additional licenses from time to time, including the production and sale of derivative products such as edibles, concentrates, and other derivatives.

Liquidity and Capital Resources

Pursuant to the Arrangement, BC0941092 will transfer to Laidineach all of BC0941092's interest in the letter of intent with rTrees Producers Limited in consideration for 8,576,567 Laidineach Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Laidineach Share for each BC0941092 Share held.

BC0941092 has no regular source of income, other than interest income it may earn on funds invested in short–term deposits. As a result, Laidineach's ability to conduct operations, including its letter of intent with rTrees Producers Limited, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Laidineach will be able to do so.

See "Selected Unaudited *Pro–forma* Financial Information" for information concerning the financial assets of Laidineach resulting from the Arrangement.

rTrees is a start-up medical marijuana company. Currently, it has no regular source of income. As a result, rTrees's ability to conduct and expand on its operations, including the expansion of its cannabis varieties and the development of its medical marihuana production and sales program, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that rTrees will be able to do so.

See Schedule "M" for information concerning the financial assets of rTrees resulting from the Amalgamations.

Results of Operations

Laidineach has not carried out any commercial operations to date.

rTrees has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, BC0941092 will transfer to Laidineach all of BC0941092's interest in the letter of intent with rTrees Producers Limited in consideration for 8,576,567 Laidineach Class A Preferred Shares multiplied by the Conversion Factor.

The estimated unaudited pro–forma working capital of Laidineach at April 30, 2014 is approximately $100, which will be available to Laidineach upon completion of the Arrangement.

The estimated unaudited pro-forma working capital of rTrees Producers Limited at April 30, 2014 was approximately $876,539 which will be available to RTE upon completion of the Arrangement and the Amalgamations. $505,000 in seed capital was provided by the founding shareholders, Andrew MacCorquodale and Harvey Granatier. This capital was used to cover costs related to establishing the company, building the brand, securing genetics, securing high value personnel, and constructing Phase I of the facility (15,000 square feet).

In June 2014, a private placement in the amount of $500,000 plus $844,444 in warrants was completed. In addition, a private placement in the amount of $495,000 is expected to close in August 2014. The funds raised will be used to execute on this plan including covering costs related to the completion of Phase I and the design of Phase II, as well as any operating deficit that exists until a license is received from Health Canada and the initial three month production cycle is complete (during which time the company will be licensed but no inventory will exist). Funds remaining post-licensing will be applied to the construction of Phase II.

1. Capital for outstanding Phase I costs and to cover operating costs until licensing is approximately $700,000;

2. Total required capital to complete Phase I & II and cover operating costs until cash flow positive is approximately $2,200,000. Based on earning projections, Phase 3 & 4 can be constructed out of retained earnings.

Phase	Square Footage (approx.)	Production Capacity (units/yr)	Production Capacity ($/yr)
Phase 1 - First half of lower level	15,000	645,120	$4,848,400
Phase 2 - Second half of lower level	15,000	806,400	$6,058,000
Phase 3 - Main level	30,000	1,612,800	$12,096,000
Phase 4 - Mezanine level	30,000	1,451,520	$10,886,400
Total Capacity	90,000	4,515,840	$33,888,800

* Based on current market price of $7.50/gram

Share Capital of Laidineach

The following table represents the share capitalization of Laidineach as at April 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100(1)	8,576,567(2)

NOTES:

(1) One hundred common shares of Laidineach were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Laidineach is authorized to issue an unlimited number of common shares without par value, of which approximately 8,576,567 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Share Capital of rTrees Producers Limited

The following table represents the share capitalization of rTrees Producers Limited as at the date of this Circular.

Designation of rTrees Shares	Number of rTrees Shares	Percentage of Total
rTrees shares issued for founders shares of business	40,000,000	85%
rTrees shares issued for debt settlement of $505,000	3,366,667	7.3%
rTrees shares issued for cash consideration of $500,000	3,333,333	7.3%
Total	**46,700,000**	**100.00**

Notes:
10,000 shares were issued on incorpration
rTrees is authorized to issue an unlimited number of common shares without par value, of which approximately 53,033,208 common shares are currently issued and outstanding. There are no special rights or restrictions attached to the rTrees shares.

Common Shares

Holders of Laidineach Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Laidineach and are entitled to one vote for each Laidineach Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Laidineach, including without limitation the rights of the holders of preferred shares, any dividend declared by Laidineach; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Laidineach shares, including without limitation the holders of preferred shares, the remaining property and assets of Laidineach upon dissolution. Subject to the provisions of the Act, Laidineach may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Laidineach Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

rTrees is authorized to issue an unlimited number of common shares. Each common share entitles the holder to one vote, the right to receive dividends subject to the prior rights and privileges attaching to any other class of shares, and the right to receive the remaining property and assets of rTrees upon dissolution, subject to the prior rights and privileges attaching to any other class of shares.

Fully Diluted Share Capital of Laidineach

The *pro–forma* fully diluted share capital of Laidineach, assuming completion of the Arrangement and the exercise of all BC0941092 Share Commitments, is set out below:

Designation of Laidineach Securities	Number of Laidineach Shares	Percentage of Total
Subscriber's shares issued on incorporation[(1)]	100	0.00%
Laidineach Shares issued in exchange for the letter of intent with rTrees Producers Limited, which shares will be distributed to the BC0941092 Shareholders[(2)]	1,072,070	100%
Laidineach Shares to be issued pursuant to the Laidineach Commitment	0	0%
Total.....	**1,072,070**	**100%**

NOTES:

(1) One hundred common shares of Laidineach were issued to Laidineach on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Fully Diluted Share Capital of RTE

The following tables set out the number and percentage of securities of RTE proposed to be outstanding on a fully diluted basis after giving effect to the Arrangement and the Amalgamations and any other matters:

Number of Laidineach Shares outstanding	Number of Laidineach warrants and options outstanding	Number of RTE shares issued in exchange for Laidineach Shares	Percentage of RTE Shares
8,576,567	Nil warrants Nil options	1,072,070	2.0%

Number of rTrees shares outstanding	Number of rTrees warrants and options outstanding	Number of RTE shares issued in exchange for rTrees Shares	Percentage of RTE Shares

51,004,570	3,682,166 warrants Nil options	51,004,570	98.0%

Prior Sales of Securities of Laidineach

Laidineach issued one hundred common shares to BC0941092 at a price of $1.00 per share on incorporation on April 29, 2014.

Share capital:	**Number of Common Shares**	**Amount**
		$
• **shares issued for business**	**40,000,000**	**100**
• **(shares issued for loans advanced @$.15 per share**	**3,366,667**	**505,000**
• **Private Placement @ $.15 per share**	**3,333,333**	**500,000**
• **(Pro forma issuance for listing costs @ $.15 per share**	**1,500,000**	**225,000**
• **(Finders Fee @ $.30 per share**	**82,500**	**24,750**
• **Going Public Financing @ $.30 per share**	**1,650,000**	**495,000**
Sub Total New RTE shares to Old rTrees Shareholders	**49,932,500**	**1,749,850**
(c) New RTE Shares issued to Laidineach shareholders	**1,072,070**	**160,811**
Total Pro-forma share capital	**51,004,570[(1)]**	**1,910,661**

Options and Warrants

Stock Options

The BC0941092 Shareholders will be asked at the Meeting to approve the Laidineach Option Plan. See "Approval of the Laidineach Stock Option Plan". As of the Effective Date, assuming approval of the Laidineach Option Plan by the BC0941092 Shareholders, there will be approximately 857,657 Laidineach Shares available for issuance under the Laidineach Option Plan. As of the date of this Circular, Laidineach has not granted any options under the Laidineach Option Plan.

rTrees has no stock options outstanding.

Convertible Securities

The following convertible securities of Laidineach will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price[(2)]
Laidineach Commitment	Various	0	0

The following convertible securities of rTrees will be outstanding as of the Effective Date

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price[(2)]
3,566,666 warrants	June 27, 2015	3,566,666	$.25

Principal Shareholders of Laidineach

To the knowledge of the directors and executive officers of Laidineach, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Laidineach Shares carrying more than 10% of the voting rights attached to all outstanding Laidineach Shares.

Name	Number of Shares	Percentage Held	Held
Donald Gordon	1,300,000	15.16%	Directly

Principal Shareholders of RTE

To the knowledge of the directors and executive officers of rTrees and Laidineach, no person or company other than as disclosed in the following table will hold, directly or indirectly, as of the date of this Circular will have control or direction over, or a combination of direct or indirect beneficial ownership of and control or direction over, voting securities that constitute more than 10% of the issued shares of RTE.

Name	Number of RTE shares after Amalgamation	Percentage of RTE shares after Amalgamation
Andrew MacCorquodale	23,020,000	45.1%
H Granatier Family Trust Trustee Harvey Granatier	18,146,667	35.6%

Directors and Officers of RTE

The following table sets out the names of the current and proposed directors and officers of RTE, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of RTE, and the number and percentage of RTE shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement and Amalgamations.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with RTE	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
VEY GRANATIER Regina, SK - Executive Chair & Director	President HDG Holdings Ltd. Management Consulting & Property Management	Executive Chair & Director	2013	18,146,667
ANDREW MACCORQUODALE Regina, SK President, CEO, and Director	Businessman. Shareholder, director, and Vice President of Loose Foot Computing limited from 1996 to present. Shareholder and President of Haztech Fire and Safety Services Inc. from 2009 to 2012	President, CEO, and Director	2013	23,020,000
WILLIAM SHUPE Regina, SK Director	Chartered Financial Analyst, President of W. Shupe & Company Investment Advisory Services Inc., Adjunct Professor of Finance at the Paul J. Hill School of Business, University of Regina	Director	2014	333,333Shares 333,333 Warrants
FRANK PROTO	Director of Agrium from 1993 to 2014,	Director	2014	333,333Shares

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with RTE	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
Kelowna, BC Director	Chairman of the board of Nelson Group Inc.,			333,333 Warrants

NOTES:

The members of RTE's Audit Committee will be Harvey Granatier, William Shupe, and Frank Proto. At present RTE does not intend to establish a Compensation Committee.

Management of RTE

The following is a description of the individuals who will be directors and officers of RTE following the completion of the Arrangement and Amalgamations:

Andrew G. MacCorquodale, President, Chief Executive Officer and Director, is a lifetime entrepreneur having incorporated his first business, Loose Foot Computing Limited, in 1996 at the age of 12 and grown it into a significant player in the web hosting space serving over 13,000 customers in 70 countries. Andrew also served as President of Haztech Fire and Safety Services Inc., an industrial healthcare provider, from 2009 to 2012, and led the company from a state of insolvency in 2009 to a $6M valuation in 2012. To date, Andrew has applied his leadership skills and business acumen to companies in the information technology, healthcare, oil & gas, mining, and aviation sectors and has been responsible for building and leading numerous multimillion dollar companies through start up and turnaround environments.

Harvey Granatier, Executive Chair & Director, was employed for 35 years within the financial services industry. He retired in 2007 as CEO of Conexus Credit Union, a $3 billion financial institution. He is currently President of HDG Holdings Ltd, a management consulting and property management company. He has held positions on numerous Boards of Directors including Chair of the Board for the Co-Operators Group of Companies, a national life and general insurance company, as well as Concentra Financial Group.

Mark Hetherington, QA Director & Chief Scientific Officer, holds a Master of Science (Analytical Chemistry) from the University of Saskatchewan and was a trailblazer in the Canadian Medical Marihuana industry. Mark was formerly the Senior Research officer for Prairie Plant Systems, the first company in Canada to be licensed to produce Cannabis for medical use. During his time there Mark was responsible for and played a critical role in working with Health Canada setting the bar for many production, processing, and packaging, and regulatory requirements for medical marihuana.

Prior to his work at Prairie Plant Systems, Mark was the VP of R&D for Fytokem Products, a company that developed and manufactured natural products for the cosmetics and nutraceutical industries. He was responsible for the development, analysis, regulatory approval, and large scale manufacture of plant extract ingredients. Mark was involved with the company from a startup through to a publicly traded company with clients that include many of the largest cosmetic companies in the industry.

Following these two positions, Mark was the Project/Research Manager at Pharmalytics, a CRO that worked with generic and innovator drug companies to perform product development, bioequivalence studies, and clinical research.

Prior to joining the rTrees team, Mark was the Founder and Principal Consultant for Manyana Consulting, a company specializing in Product development, Research design, Chemical analysis, Analytical method development and validation, Product R&D and Optimization, Process R&D and Optimization, Project Management, IP review, and Review and certification of analytical data.

Jason Green, Master Grower, has over ten years experience cultivating marihuana under the current MMAR, both indoors and in greenhouses. He has held both Designated Grower and Personal Production Licenses. Jason has been

designated to grow for immune deficient persons who require superior standards and growing methods to ensure high quality product free of contaminants. Jason has conducted breeding research to develop strains for specific medical conditions. He has successfully bred cultivars high in CBD and low in THC, and several strains with equal ratios of CBD and THC. Since 2010, Jason has managed over 5000 square feet of greenhouses containing organic, medical grade cannabis. His grow methods have included soil, soilless, and hydroponic. Jason also has experience working with Hedron Analytical, a company that performs marihuana testing and profiles. In addition to Jason's work under the MMAR regulations, Jason has extensive horticultural experience with food and crop production, which began with six years work experience at Craven Riverside Gardens, a commercial scale vegetable distributor and wholesaler. He has produced hemp since 2011, in compliance with Industrial Hemp Regulations. And, he is part owner of Northern Light Orchards Ltd., a ten acre, organic, haskap berry orchard. Jason's role within the orchard has involved managing growing, breeding, and distribution operations. He has been responsible for quality control procedures during harvest, including harvesting/picking, cleaning, sorting, storage, packaging, and shipping. Jason holds the Greenline Academy Quality Assurance Certification.

Corporate Cease Trade Orders or Bankruptcies

No director, officer, promoter or other member of management of RTE is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Penalties or Sanctions

No director, officer, promoter or other member of management of RTE has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of RTE has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of RTE are required by law to act honestly and in good faith with a view to the best interest of RTE and to disclose any interests which they may have in any project or opportunity of RTE. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not RTE will participate in any project or opportunity, that director will primarily consider the degree of risk to which RTE may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among RTE and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of RTE

The executive officers of RTE (the "**Executive Officers**") are:

Andrew MacCorquodale	G. –	President and Chief Executive Officer
Mark Hetherington	-	QA Director & Chief Scientific Officer
Jason Green	–	Master Grower
Andrew MacCorquodale	G. –	President and Chief Executive Officer

RTE does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of RTE.

Risk Factors

An investment in the RTE shares would be subject to certain risks in addition to the risks applicable to an investment in the rTrees shares and Laidineach Shares. Please refer to the section on "Risk Factors" in the Circular.

Escrowed Securities

As part of its listing application to the Exchange, RTE will enter into an escrow agreement with its registrar and transfer agent and certain shareholders of RTE, including all of the proposed directors, officers and consultants of RTE, whereby all securities of RTE, beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the proposed directors, officers and consultants of RTE, and the respective affiliates or associates of any of them, will be placed in and made subject to an escrow agreement for a hold period of 36 months or a shorter period if permitted by the Exchange from the effective date of the Amalgamation.

Pursuant to the escrow agreement, 10% of the escrowed shares will be released from escrow on the date the RTE shares are listed on the CSE, and 15% every six months thereafter, subject to acceleration provisions provided for in National Policy 46-201 – Escrow for Initial Public Offerings, and subject to the approval of the Exchange.

The following table sets out the number of securities proposed to be placed in escrow pursuant to the proposed escrow agreement among RTE, its registrar and transfer agent, and certain shareholders of RTE:

Prior to Giving Effect to the Transaction	After Giving Effect to the Transaction	Name and Municipality of Residence of Security holder	Designation of Class	Number of Securities to Be Held in Escrow	Percentage of Class
23,020,000	23,020,000	Andrew MacCorquodale Regina Sask.	Common	23,020,000	45.1%
18,146,667	18,146,667	HARVEY GRANATIER Regina Sask.	Common	18,146,667	35.6%

Indebtedness of Directors and Executive Officers of RTE

No individual who is, or at any time from the date of RTE's incorporation to the date hereof was a director or executive officer of RTE, or an associate or affiliate of such an individual, is or has been indebted to RTE.

RTE's Auditor

MNP LLP, Chartered Accountants, are the auditors of RTE.

RTE's Material Contracts

The following are the contracts which are material to RTE:

1. the Arrangement Agreement;
2. the Amalgamation Agreement between Laidineach and rTrees;
2. the Laidineach Option Plan.

The material contracts described above may be inspected at the registered office of Laidineach at 500, 900 West Hastings Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Material Facts

To the knowledge of Laidineach and rTrees, there are no other material facts about rTrees, Laidineach, RTE or the Amalgamation that have not been disclosed in this Circular as a whole.

Promoters

The Company is the promoter of RTE.

Board Approval

The contents and the sending of this Circular have been approved by the Board of Directors of rTrees and the Board of Directors of Laidineach, respectively.

SAIBHIR AFTER THE ARRANGEMENT

The following is a description of Saibhir assuming completion of the Arrangement.

Name, Address and Incorporation

Saibhir was incorporated as "Saibhir Art Acquisition Corp." pursuant to the Act on April 29, 2014. Saibhir is currently a private company and a wholly-owned subsidiary of BC0941092. Saibhir's head office is located at 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 500, 900 West Hastings Street, Vancouver, British Columbia.

Inter-corporate Relationships

Saibhir does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in Saibhir holding the ArtContent License Agreement dated May 1, 2013 with ArtContent Publishing Limited and receiving funds necessary to commence in the integrated publishing, wholesaling and retailing of original artwork and limited edition works of art created by commercially proven and recognized artists. The future operating results and financial position of Saibhir cannot be predicted. Shareholders may review the BC0941092 and Saibhir unaudited *pro–forma* financial statements attached as Schedule "D" hereto.

Trends

See "Risk Factors".

Other than as disclosed in this Circular, Saibhir is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of Saibhir's Business

Saibhir was incorporated on April 29, 2014 and has not yet commenced commercial operations. Saibhir will acquire the ArtContent License Agreement with ArtContent Publishing Limited from BC0941092 as part of the Arrangement, and will commence operations as an art production and marketing company. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Saibhir, and the Court.

Saibhir's Business History

The Board of BC0941092 has determined that it would be in the best interests of the Company to focus on developing and commercializing the letter of intent with Eye Candi Designs Ltd., while at the same time retaining its shareholders' interest in the ArtContent License Agreement with ArtContent Publishing Limited by transferring its interest to Saibhir pursuant to the Arrangement Agreement, in exchange for Saibhir Shares that would be distributed to the BC0941092 Shareholders.

Pursuant to the Arrangement, BC0941092 will transfer to Saibhir all of BC0941092's interest in the ArtContent License Agreement with ArtContent Publishing Limited in consideration for 8,576,567 Saibhir Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Saibhir Share for each BC0941092 Share held. Saibhir will need to raise funds in order to obtain the capital necessary to meet its commitments under the ArtContent License Agreement with ArtContent Publishing Limited and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Saibhir, the Court and the Exchange.

Selected Unaudited Pro–Forma Financial Information of Saibhir

Saibhir was incorporated on April 29, 2014. Saibhir has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro–forma* basis for Saibhir as at April 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro–forma* balance sheet of Saibhir appended to this Circular as Schedule "D". This unaudited *pro–forma* balance sheet was prepared as if the Arrangement had occurred on April 30, 2014, taking into account the assumptions stated therein. The unaudited *pro–forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on April 30, 2014. In addition, the unaudited *pro–forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	***Pro–forma* Financial Information of Saibhir as at April 30, 2014** (unaudited)
Cash	$ 100
ArtContent License Agreement with Artcontent Publishing Limited	Nil
Shareholders' Equity	$ 100
Number of issued Saibhir Shares	8,576,567

Dividends

Saibhir does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the Saibhir Shares in the future will be made by the board of directors of Saibhir on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of Saibhir

General

Saibhir is not carrying on any business at the present time. On completion of the Arrangement, Saibhir will commence its business as an art production and marketing company. The objectives of Saibhir's management will be to raise equity funds to develop the ArtContent License Agreement with ArtContent Publishing Limited.

Business of Saibhir Following the Arrangement

Saibhir is not carrying on any business at the present time. On completion of the Arrangement, Saibhir will commence its business as an art production and marketing company. The objectives of Saibhir's management will be to raise equity funds to engage in the integrated publishing, wholesaling and retailing of unique art and original limited edition works of art created by commercially proven and recognized artists. Artcontent Publishing Limited ("Artcontent") acts as a general partner to a series of limited partnership offerings ("LPO's") that seek capital appreciation by commissioning renowned international artists to produce works of art under exclusive agreements with Artcontent. As publisher, Artcontent contracts with artists to produce specific limited edition works of art, contracts with selected studios wherein the artists create the works of art, secures the capital necessary from the LPO's to develop the selected works of art. In addition to owning 50% of the art produced from the LPO investment, the company will market all the art published.

Artcontent has, through its acquisition of works of art produced by recognized artists, an initial inventory base of limited edition works of art having an estimated value of Cdn. $1.0 million. Based on the recognition and notoriety of the artists in question, this portfolio of art is expected to increase in value with time.

Artcontent intends to complete a number of LPO's to finance each of a series of artwork that it undertakes to publish. Artcontent's business plan has been developed on the basis that the company is currently undertaking, as its initial project, the publication of three internationally renowned artists' works. Accordingly, the revenue streams provided throughout the business plan are predicated firstly, upon the initial private LPO that is funding Artcontent's operations for the initial artists. Secondly, the business plan outlines the ongoing growth of the company's capital base and base of artwork that will result from the continuation of repetitive LPO's that further finance works of art produced by the same and other notable artists.

Each of the artists will produce limited edition original prints of at least 6 separate subjects in editions of 150-300. Based on the established price of the artists past work each print will have a wholesale value of $3,000-$4,500 and a retail value of $5,000-$7,500 or higher. Artcontent intends to wholesale the artwork to its primary market of contemporary galleries, who then retail the prints to art collectors. Additionally, Artcontent's network is linked to global markets that comprise over 35,000 galleries and has successfully utilized the internet as a marketing, and distribution tool for its existing works of fine art and will apply this strategy to the works produced through this project. In addition the partnership will produce ancillary products, primarily posters, which will be sold to distribution companies whose markets are museum shops, interior designers, frame shops, etc.

Pursuant to a ArtContent License Agreement with ArtContent Publishing Limited dated May 1, 2013, Saibhir will carry on the business of ArtContent.

Liquidity and Capital Resources

Pursuant to the Arrangement, BC0941092 will transfer to Saibhir all of BC0941092's interest in the ArtContent License Agreement with ArtContent Publishing Limited in consideration for 8,576,567 Saibhir Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Saibhir Share for each BC0941092 Share held.

Saibhir is a start-up art production and marketing company and therefore has no regular source of income, other than interest income it may earn on funds invested in short–term deposits. As a result, Saibhir's ability to conduct operations, including the development of its art business, is based on its current cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Saibhir will be able to do so.

See "Selected Unaudited *Pro–forma* Financial Information" for information concerning the financial assets of Saibhir resulting from the Arrangement.

Results of Operations

Saibhir has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, BC0941092 will transfer to Saibhir all of BC0941092's interest in the ArtContent License Agreement with ArtContent Publishing Limited in consideration for 8,576,567 Saibhir Class A Preferred Shares multiplied by the Conversion Factor.

The estimated unaudited pro–forma working capital of Saibhir at April 30, 2014 is approximately $100, which will be available to Saibhir upon completion of the Arrangement.

Share Capital of Saibhir

The following table represents the share capitalization of Saibhir as at April 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100[(1)]	8,576,567[(2)]

NOTES:

(1) One hundred common shares of Saibhir were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Saibhir is authorized to issue an unlimited number of common shares without par value, of which approximately 8,576,567 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of Saibhir Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Saibhir and are entitled to one vote for each Saibhir Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Saibhir, including without limitation the rights of the holders of preferred shares, any dividend declared by Saibhir; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Saibhir shares, including without limitation the holders of preferred shares, the remaining property and assets of Saibhir upon dissolution. Subject to the provisions of the Act, Saibhir may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Saibhir Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of Saibhir

The *pro–forma* fully diluted share capital of Saibhir, assuming completion of the Arrangement and the exercise of all BC0941092 Share Commitments, is set out below:

Designation of Saibhir Securities	Number of Saibhir Shares	Percentage of Total
Subscriber's shares issued on incorporation[1]	100	0.00%
Saibhir Shares issued in exchange for the ArtContent Licensing Agreement with Artcontent Publishing Limited, which shares will be distributed to the BC0941092 Shareholders[2]	8,576,567	100%
Saibhir Shares to be issued pursuant to the Saibhir Commitment	0	0%
Total	**8,576,567**	**100%**

NOTES:

(1) One hundred common shares of Saibhir were issued to BC0941092 on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Prior Sales of Securities of Saibhir

Saibhir issued one hundred common shares to BC0941092 at a price of $1.00 per share on incorporation on April 29, 2014.

Options and Warrants

Stock Options

The BC0941092 Shareholders will be asked at the Meeting to approve the Saibhir Option Plan. See "Approval of the Saibhir Stock Option Plan". As of the Effective Date, assuming approval of the Saibhir Option Plan by the BC0941092 Shareholders, there will be approximately 857,657 Saibhir Shares available for issuance under the Saibhir Option Plan. As of the date of this Circular, Saibhir has not granted any options under the Saibhir Option Plan.

Convertible Securities

The following convertible securities of Saibhir will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price[2]
Saibhir Commitment	Various	0	0

Principal Shareholders of Saibhir

To the knowledge of the directors and executive officers of Saibhir, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Saibhir Shares carrying more than 10% of the voting rights attached to all outstanding Saibhir Shares.

Directors and Officers of Saibhir

The following table sets out the names of the current and proposed directors and officers of Saibhir, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of Saibhir, and the number and percentage of Saibhir Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with Saibhir	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
WILLIAM GORDON Kelowna, BC Director	President of Zero Combustion Inc. and self-employed business consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.	Director	Director of the Company since April 29, 2014	487,900
BRIAN PETERSON Kelowna, BC CEO and Director	Chairman of Community Western Trust Corporation, Director of Mortgage Brokers Institute of British Columbia.	CEO and Director	CEO and Director of the Company since April 29, 2014	750,000
DON GORDON North Vancouver, BC CFO	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of six publicly listed companies and Director of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	CFO	Acting CFO of the Company since April 29, 2014	1,300,000

NOTES:

The members of Saibhir's Audit Committee are William Gordon and Brian Peterson. Saibhir has not established a Compensation Committee.

Management of Saibhir

The following is a description of the individuals who will be directors and officers of Saibhir following the completion of the Arrangement:

Brian Peterson, Chief Executive Officer and Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of various public companies. His involvement includes his position as past President of the Mortgage Brokers Institute of British Columbia, past President of the Mortgage Brokers Association of British Columbia, past Director of the Mortgage Brokers Association of British Columbia for six years, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

William Gordon, Director, has extensive experience as a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.

Donald Gordon, Chief Financial Officer, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock

Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed public companies: Newlox Gold Ventures Corp., Carrus Capital Corporation, AFG Flameguard Ltd., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Silk Road Ventures Ltd., Cdn MSolar Corp., Sor Baroot Resources Corp., and 0941092 BC Ltd. He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, no director, officer, promoter or other member of management of Saibhir is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Mr. Don Gordon was a director of Tomco Developments Inc., which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and remains under the cease trade order as of the date of this Circular.

Since March 2012, William Gordon has been a director of Aztek Resource Development Inc., the shares of which have been ceased traded for approximately five years prior to the appointment, since May 28, 2007 by the British Columbia Securities Commission, since May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Penalties or Sanctions

No director, officer, promoter or other member of management of Saibhir has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of Saibhir has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of Saibhir are required by law to act honestly and in good faith with a view to the best interest of Saibhir and to disclose any interests which they may have in any project or opportunity of Saibhir. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not Saibhir will participate in any project or opportunity, that director will primarily consider the degree of risk to which Saibhir may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among Saibhir and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public

companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of Saibhir

The executive officers of Saibhir (the "**Executive Officers**") are:

Brian Peterson – Chief Executive Officer

Don Gordon – Chief Financial Officer

Saibhir does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of Saibhir.

Indebtedness of Directors and Executive Officers of Saibhir

No individual who is, or at any time from the date of Saibhir's incorporation to the date hereof was a director or executive officer of Saibhir, or an associate or affiliate of such an individual, is or has been indebted to Saibhir.

Saibhir's Auditor

Charlton & Company, Chartered Accountants, are the auditors of Saibhir.

Saibhir's Material Contracts

The following are the contracts which are material to Saibhir:

1. the Arrangement Agreement;
2. the Saibhir Option Plan.

The material contracts described above may be inspected at the registered office of Saibhir at 500, 900 West Hastings Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of Saibhir.

TEAGHLACH AFTER THE ARRANGEMENT

The following is a description of Teaghlach assuming completion of the Arrangement.

Name, Address and Incorporation

Teaghlach was incorporated as "Teaghlach Asset Acquisition Corp." pursuant to the Act on April 29, 2014. Teaghlach is currently a private company and a wholly-owned subsidiary of BC0941092. Teaghlach's head office is located at 500, 900 West Hastings Street, Vancouver, British Columbia, and its registered and records office is located at 500, 900 West Hastings Street, Vancouver, British Columbia.

Inter-corporate Relationships

Teaghlach does not have any subsidiaries.

Significant Acquisition and Dispositions

There are no significant acquisitions or dispositions, completed or probable, for which financial statements would be required under applicable securities legislation, save pursuant to this Arrangement described herein. Details of the Arrangement are provided under "The Arrangement". The Arrangement, if successfully completed, will result in

Teaghlach holding the letter of intent dated May 15, 2014 with Network Immunology Inc. and receiving funds necessary to commence the development of medications and vaccines based on immune network theory. The future operating results and financial position of Teaghlach cannot be predicted. Shareholders may review the BC0941092 and Teaghlach unaudited *pro–forma* financial statements attached as Schedule "D" hereto.

Trends

See "Risk Factors".

Other than as disclosed in this Circular, Teaghlach is not aware of any trends, uncertainties, demands, commitments or events which are reasonably likely to have a material effect upon its revenues, income from continuing operations, profitability, liquidity or capital resources, or that would cause reported financial information not necessarily to be indicative of future operating results or financial condition.

General Development of Teaghlach's Business

Teaghlach was incorporated on April 29, 2014 and has not yet commenced commercial operations. Teaghlach will acquire the letter of intent with Network Immunology Inc. from BC0941092 as part of the Arrangement, and will commence operations as a preclinical stage biotechnology company. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Teaghlach, and the Court.

Teaghlach's Business History

The Board of BC0941092 has determined that it would be in the best interests of the Company to focus on developing and commercializing the the intellectual property rights to six medications, while at the same time retaining its shareholders' interest in its letter of intent with Network Immunology Inc. by transferring its interest to Teaghlach pursuant to the Arrangement Agreement, in exchange for Teaghlach Shares that would be distributed to the BC0941092 Shareholders.

Pursuant to the Arrangement, BC0941092 will transfer to Teaghlach all of BC0941092's interest in the letter of intent with Network Immunology Inc. in consideration for 8,576,567 Teaghlach Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941902 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Teaghlach Share for each BC0941092 Share held. Teaghlach will need to raise funds in order to obtain the capital necessary to meet its commitments under the letter of intent with Network Immunology Inc. and to pay for salaries, for general and administrative expenses and for working capital purposes. Completion of the Arrangement is subject to the approval of the Arrangement by the BC0941092 Shareholders, Teaghlach, the Court and the Exchange.

Selected Unaudited Pro–Forma Financial Information of Teaghlach

Teaghlach was incorporated on April 29, 2014. Teaghlach has not yet conducted any commercial operations. The following is a summary of certain financial information on a *pro–forma* basis for Teaghlach as at April 30, 2014, assuming completion of the Arrangement as of such date, and should be read in conjunction with the unaudited *pro–forma* balance sheet of Teaghlach appended to this Circular as Schedule "D". This unaudited *pro–forma* balance sheet was prepared as if the Arrangement had occurred on April 30, 2014, taking into account the assumptions stated therein. The unaudited *pro–forma* balance sheet is not necessarily reflective of the financial position that would have resulted if the events described therein had occurred on April 30, 2014. In addition, the unaudited *pro–forma* balance sheet is not necessarily indicative of the financial position that may be attained in the future.

	***Pro–forma* Financial Information of Teaghlach as at April 30, 2014** (unaudited)
Cash	$ 100
Letter of Intent with Network Immunology Inc.	Nil
Shareholders' Equity	$ 100
Number of issued Teaghlach Shares	8,576,567

Dividends

Teaghlach does not anticipate paying any dividends on its common shares in the short or medium term. Any decision to pay dividends on the Teaghlach Shares in the future will be made by the board of directors of Teaghlach on the basis of the earnings, financial requirements and other conditions existing at such time.

Business of Teaghlach

General

Teaghlach is not carrying on any business at the present time. On completion of the Arrangement, Teaghlach will commence its business as a preclinical stage biotechnology company. The objectives of Teaghlach's management will be to raise equity funds to develop the letter of intent with Network Immunology Inc..

Business of Teaghlach Following the Arrangement

Teaghlach is not carrying on any business at the present time. On completion of the Arrangement, Teaghlach will commence its business as a preclinical stage biotechnology company. The objectives of Teaghlach's management will be to raise equity funds to develop the intellectual property rights to six medications. Its mandate is the discovery and development of medications based on immune network theory, for the treatment and prevention of serious diseases, and to enhance and prolong human life. Network Immunology Inc. (NII) is a preclinical stage biotechnology company that applies the Nobel Prize winning immune network theory to the design of vaccines and immunotherapies. NII's lead product in development is an HIV vaccine, NetVac™, a Network Immunology preventative HIV vaccine which is designed to induce protection against multiple strains of the virus. Proof of concept as tested in primates has generated high-impact results which will attract attention in the HIV vaccine field and allow for an early licensing deal through acquisition of NII by a major pharmaceutical company, or key licensing arrangement.

NII intends to develop the HIV vaccine only through the preclinical stage and seek pharmaceutical company partners or acquirers to conduct human clinical trials and marketing. NII is capital efficient and will continue to operate on a virtual business model to minimize the deployment costs of research. Costs are managed by using contractors and consultants. NII does not rent office or laboratory space. By moving quickly into primate studies, NII is aiming to generate high-impact results early in development of all products developed. New products are in development stages and will continue to create an ongoing pipeline of medicative, and immunological products.

NII is developing, and owns the intellectual property rights to six medications. The first is a vaccine for protection against HIV. The second is a therapeutic antibody targeting cancer that is an improvement on existing cancer antibodies on the market. The third is a medication for prevention of autoimmunity. The fourth is a medication for the facilitation of organ transplantation. The fifth is a medication for the prevention of cancer. The sixth is a more efficient influenza vaccine. Five of these medications have emerged from the Network Theory of the immune system. Dr. Niels Jerne, a Danish immunologist, was awarded the Nobel Prize in 1984, largely for proposing that the immune system was a network, of cells and antibodies. A young colleague of his, Dr. Geoffrey Hoffmann, now Chief Scientist of Network Immunology, developed this network theory with extensive experimental testing with a number of other distinguished immunologists and researchers, and is now the leading developer of this network framework worldwide.
Pursuant to a letter of intent with Network Immunology Inc. dated May 15, 2014, Teaghlach will carry on the business of Network Immunology Inc.

Liquidity and Capital Resources

Pursuant to the Arrangement, BC0941092 will transfer to Teaghlach all of BC0941092's interest in the letter of intent with Network Immunology Inc. in consideration for 8,576,567 Teaghlach Class A Preferred Shares multiplied by the Conversion Factor, which shares will be distributed to the BC0941092 Shareholders who hold BC0941092 Shares on the Share Distribution Record Date on the basis of one Teaghlach Share for each BC0941902 Share held.

Teaghlach is a preclinical stage biotechnology company and therefore has no regular source of income, other than interest income it may earn on funds invested in short–term deposits. As a result, Teaghlach's ability to conduct operations, including the development of the intellectual property rights to six medications, is based on its current

cash and its ability to raise funds, primarily from equity sources, and there can be no assurance that Teaghlach will be able to do so.

See "Selected Unaudited *Pro–forma* Financial Information" for information concerning the financial assets of Teaghlach resulting from the Arrangement.

Results of Operations

Teaghlach has not carried out any commercial operations to date.

Available Funds

Pursuant to the Arrangement, BC0941092 will transfer to Teaghlach all of BC0941092's interest in the letter of intent with Network Immunology Inc. in consideration for 8,576,567 Teaghlach Class A Preferred Shares multiplied by the Conversion Factor.

The estimated unaudited pro–forma working capital of Teaghlach at April 30, 2014 is approximately $100, which will be available to Teaghlach upon completion of the Arrangement.

Share Capital of Teaghlach

The following table represents the share capitalization of Teaghlach as at April 30, 2014, both prior to and assuming completion of the Arrangement.

Share Capital	Authorized	Prior to the Completion of The Arrangement	After Completion of the Arrangement
Common Shares	Unlimited	100[(1)]	8,576,567[(2)]

NOTES:

(1) One hundred common shares of Teaghlach were issued on incorporation and will be redeemed and cancelled by the Company concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Teaghlach is authorized to issue an unlimited number of common shares without par value, of which approximately 8,576,567 common shares (after multiplication by the Conversion Factor) will be issued and outstanding following completion of the Arrangement.

Common Shares

Holders of Teaghlach Shares are entitled to: (a) receive notice of and attend any meetings of shareholders of Teaghlach and are entitled to one vote for each Teaghlach Share held, except meetings at which only holders of a specified class are entitled to vote; (b) the right to receive, subject to the prior rights and privileges attaching to any other class of shares of Teaghlach, including without limitation the rights of the holders of preferred shares, any dividend declared by Teaghlach; and (c) the right to receive subject to the prior rights and privileges attaching to any other class of Teaghlach shares, including without limitation the holders of preferred shares, the remaining property and assets of Teaghlach upon dissolution. Subject to the provisions of the Act, Teaghlach may by special resolution fix, from time to time before the issue thereof, the designation, rights, privileges, restrictions, and conditions attaching to each series of Teaghlach Shares including, without limiting the generality of the foregoing, any voting rights, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the terms and conditions of redemption, purchase and conversion if any, and any sinking fund or other provisions. No special right or restriction attached to any issued shares shall be prejudiced or interfered with unless all shareholders holding shares of each class whose special right or restriction is so prejudiced or interfered with consent thereto in writing, or unless a resolution consenting thereto is passed at a separate class meeting of the holders of the shares of each such class by the majority required to pass a special resolution, or such greater majority as may be specified by the special rights attached to the class of shares of the issued shares of such class.

Fully Diluted Share Capital of Teaghlach

The *pro–forma* fully diluted share capital of Teaghlach, assuming completion of the Arrangement and the exercise of all BC0941092 Share Commitments, is set out below:

Designation of Teaghlach Securities	Number of Teaghlach Shares	Percentage of Total
Subscriber's shares issued on incorporation[(1)]	100	0.00%
Teaghlach Shares issued in exchange for the letter of intent with Network Immunology Inc., which shares will be distributed to the BC0941092 Shareholders[(2)].....	8,576,567	100%
Teaghlach Shares to be issued pursuant to the Teaghlach Commitment.....	0	0%
Total.....	**8,576,567**	**100%**

NOTES:

(1) One hundred common shares of Teaghlach were issued to BC0941092 on incorporation and will be redeemed and cancelled concurrent with the completion of the Arrangement.

(2) After multiplication by the Conversion Factor.

Prior Sales of Securities of Teaghlach

Teaghlach issued one hundred common shares to BC0941092 at a price of $1.00 per share on incorporation on April 29, 2014.

Options and Warrants

Stock Options

The BC0941092 Shareholders will be asked at the Meeting to approve the Teaghlach Option Plan. See "Approval of the Teaghlach Stock Option Plan". As of the Effective Date, assuming approval of the Teaghlach Option Plan by the BC0941092 Shareholders, there will be approximately 857,657 Teaghlach Shares available for issuance under the Teaghlach Option Plan. As of the date of this Circular, Teaghlach has not granted any options under the Teaghlach Option Plan.

Convertible Securities

The following convertible securities of Teaghlach will be outstanding as of the Effective Date.

Designation of Security	Date of Expiry	No. of Common Shares issuable upon exercise	Exercise Price[(2)]
Teaghlach Commitment	Various	0	0

Principal Shareholders of Teaghlach

To the knowledge of the directors and executive officers of Teaghlach, no person or company beneficially owns, directly or indirectly, or exercises control or direction over, Teaghlach Shares carrying more than 10% of the voting rights attached to all outstanding Teaghlach Shares.

Directors and Officers of Teaghlach

The following table sets out the names of the current and proposed directors and officers of Teaghlach, the municipalities of residence of each, all offices currently held by each of them, their principal occupations within the five preceding years, the period of time for which each has been a director or executive officer of Teaghlach, and the number and percentage of Teaghlach Shares to be beneficially owned by each, directly or indirectly, or over which control or direction will be exercised, upon completion of the Arrangement.

Name, Province and Country of Residence	Principal Occupation or Employment During the Past 5 Years	Proposed Position(s) with Teaghlach	Director/ Officer Since	Number of Securities Beneficially Owned or over which Control or Direction is Exercised
WILLIAM GORDON Kelowna, BC CEO and Director	President of Zero Combustion Inc. and self-employed business consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.	CEO and Director	CEO and Director of the Company since April 29, 2014	487,900
BRIAN PETERSON Kelowna, BC Director	Chairman of Community Western Trust Corporation, Director of Mortgage Brokers Institute of British Columbia.	Director	Director of the Company since April 29, 2014	750,000
DON GORDON North Vancouver, BC CFO	Principal of DAG Consulting Corp. since 2000; Senior Advisor, Canadian National Stock Exchange since 2005; Director and Officer of six publicly listed companies and Director of several other reporting issuers. Executive Director, Canadian Listed Company Association since 2002.	CFO	Acting CFO of the Company since April 29, 2014	1,300,000

NOTES:

The members of Teaghlach's Audit Committee are William Gordon and Brian Peterson. Teaghlach has not established a Compensation Committee.

Management of Teaghlach

The following is a description of the individuals who will be directors and officers of Teaghlach following the completion of the Arrangement:

William Gordon, Chief Executive Officer and Director, has extensive experience as a self-employed consultant with extensive experience in product testing, sales management, branding, marketing, and new market development. Mr. Gordon is the director of several public companies.

Brian Peterson, Director, has a strong background in dealing with government and regulatory bodies with an emphasis on financial institution regulation. He also has an extensive knowledge and experience in technology, finance, and governance. Currently, Mr. Peterson is the Chairman of Community Western Trust Corporation and the director of Mortgage Brokers Institute of British Columbia. He has also served as a director and officer in various private and public sector corporations and is a Director of various public companies. His involvement includes his position as past President of the Mortgage Brokers Institute of British Columbia, past President of the Mortgage Brokers Association of British Columbia, past Director of the Mortgage Brokers Association of British Columbia for six years, and past Director of the Canadian Association of Mortgage Professionals. He holds a BA in Economics from the University of Victoria and a Diploma in Urban Land Economics from the University of British Columbia.

Donald Gordon, Chief Financial Officer, is the principal of DAG Consulting Corp., through which corporate finance consulting assignments are conducted. Mr. Gordon has been involved in the listing of dozens of companies in the past thirteen years as an independent consultant to issuers and investments dealers. Previously, Mr. Gordon held management positions in corporate finance and marketing over a 17-year career with the Vancouver Stock Exchange/CDNX (now TSX Venture Exchange). Mr. Gordon is also a director or officer of the following listed

public companies: Newlox Gold Ventures Corp., Carrus Capital Corporation, AFG Flameguard Ltd., Rift Valley Resources Ltd., 360 Capital Financial Services Group Inc., and Mahdia Gold Corp. He is also a director or officer of several reporting issuers that are not listed on any stock exchange: Silk Road Ventures Ltd., Cdn MSolar Corp., and Sor Baroot Resources Corp. He holds BA and MBA degrees from the University of British Columbia and is a CFA charter holder.

Corporate Cease Trade Orders or Bankruptcies

Other than as disclosed below, no director, officer, promoter or other member of management of Teaghlach is, or within the ten years prior to the date of this Circular has been, a director, officer, promoter or other member of management of any other issuer that, while that person was acting in the capacity of a director, officer, promoter or other member of management of that issuer, was the subject of a cease trade order or similar order or an order that denied the issuer access to any statutory exemptions for a period of more than thirty consecutive days, was declared bankrupt or made a voluntary assignment in bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or appointed to hold the assets of that director, officer or promoter.

Mr. Don Gordon was a director of Tomco Developments Inc., which was subject to a cease trade order issued by the British Columbia Securities Commission on October 12, 2005, for failure to file required financial information in the prescribed time. The cease trade order was revoked on January 13, 2006. Tomco Developments Inc. was cease traded on October 7, 2008 by the British Columbia Securities Commission and on January 5, 2009 by the Alberta Securities Commission for failure to file the audited financial statements for the year ended May 31, 2008 and remains under the cease trade order as of the date of this Circular.

Brian Peterson became a director of Miramare Capital Inc. ("Miramare") in May 2010 at which time the shares of this company were under a cease trade order for failure to file annual financial statements by the British Columbia Securities Commission since prior to his appointment which was on February 10, 2009 and by the Alberta Securities Commission on May 29, 2009. Mr Peterson is no longer a Director. Mr. Peterson is a director of Aztek Resources Development Inc. ("Aztek"), the shares of which have been ceased traded for approximately 5 years prior to his appointment, as of May 28, 2007 by the British Columbia Securities Commission, May 30, 2007 by the Ontario Securities Commission and since December 20, 2002 by the Alberta Securities Commission, for failure to file its financial statements. He became a director of Aztek after the cease trade order was issued as part of a reorganization plan.

Penalties or Sanctions

No director, officer, promoter or other member of management of Teaghlach has, during the ten years prior to the date of this Circular, been subject to any penalties or sanctions imposed by a court or securities regulatory authority relating to trading in securities, promotion, formation or management of a publicly traded company, or involving fraud or theft.

Personal Bankruptcies

No director, officer, promoter or other member of management of Teaghlach has, during the ten years prior to the date of this Circular, been declared bankrupt or made a voluntary assignment into bankruptcy, made a proposal under any legislation relating to bankruptcy or insolvency or has been subject to or instituted any proceedings, arrangement, or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold his or her assets.

Conflicts of Interest

The directors of Teaghlach are required by law to act honestly and in good faith with a view to the best interest of Teaghlach and to disclose any interests which they may have in any project or opportunity of Teaghlach. If a conflict of interest arises at a meeting of the board of directors, any director in a conflict will disclose his interest and abstain from voting on such matter. In determining whether or not Teaghlach will participate in any project or opportunity, that director will primarily consider the degree of risk to which Teaghlach may be exposed and its financial position at that time.

Except as disclosed in this Circular, to the best of the Company's knowledge, there are no known existing or potential conflicts of interest among Teaghlach and its promoters, directors, officers or other members of management as a result of their outside business interests except that certain of the directors, officers, promoters and other members of management serve as directors, officers, promoters and members of management of other public companies, and therefore it is possible that a conflict may arise between their duties as a director, officer, promoter or member of management of such other companies.

Executive Compensation of Teaghlach

The executive officers of Teaghlach (the "**Executive Officers**") are:

William Gordon – Chief Executive Officer

Don Gordon – Chief Financial Officer

Teaghlach does not have an employment contract with any of its Executive Officers pursuant to which the Executive Officers will be compensated for their services as executive officers of Teaghlach.

Indebtedness of Directors and Executive Officers of Teaghlach

No individual who is, or at any time from the date of Teaghlach's incorporation to the date hereof was a director or executive officer of Teaghlach, or an associate or affiliate of such an individual, is or has been indebted to Teaghlach.

Teaghlach's Auditor

Charlton & Company, Chartered Accountants, are the auditors of Teaghlach.

Teaghlach's Material Contracts

The following are the contracts which are material to Teaghlach:

1. the Arrangement Agreement;
2. the Teaghlach Option Plan.

The material contracts described above may be inspected at the registered office of Teaghlach at 500, 900 West Hastings Street, Vancouver, British Columbia, during normal business hours prior to the Meeting and for a period of thirty days thereafter.

Promoters

The Company is the promoter of Teaghlach.

TRANSFER AGENT AND REGISTRAR

The registrar and transfer agent for Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach is Computershare Trust Company of Canada, 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9.

Teaghlach 's registrar and transfer agent is Computershare Trust Company of Canada, 3rd Floor, 510 Burrard Street, Vancouver, British Columbia V6C 3B9.

LEGAL PROCEEDINGS

There are no pending legal proceedings to which the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, or Teaghlach is or is likely to be a party or of which any of its properties are, or to the best of knowledge of management of the Company, Acqua, Breosla, Forbairt, Laidineach, Saibhir, or Teaghlach, are likely to be subject.

ADDITIONAL INFORMATION

Additional information relating to the Company is available on SEDAR at www.sedar.com. Shareholders of the Company may contact the Company to request copies of the Company's financial statements and management's discussion and analysis by sending a written request to 500, 900 West Hastings Street, Vancouver, British Columbia, V6C 1E5, Attention: Corporate Secretary. Financial information is provided in the Company's comparative financial statements and management discussion and analysis for its most recently completed financial year.

EXPERTS

The audited financial statements of the Company as at April 30, 2013, included in this Circular have been so included in reliance upon the review of Charlton & Company, Chartered Accountants, and upon the authority of such firm as experts in accounting and auditing. Charlton & Company, Chartered Accountants, is independent within the meaning of the applicable rules of professional conduct in Canada.

Each of the above named experts has advised the Company that they beneficially own, directly or indirectly, less than 1% of the outstanding BC0941092 Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares, and as a group they own less than one (1%) percent of the issued BC0941092 Shares, Acqua Shares, Breosla Shares, Forbairt Shares, Laidineach Shares, Saibhir Shares, and Teaghlach Shares.

OTHER MATTERS

The Directors are not aware of any other matters which they anticipate will come before the Meeting as of the date of this Circular.

APPROVAL OF INFORMATION CIRCULAR

The undersigned hereby certifies that the contents and the sending of this Circular have been approved by the Board.

Dated at Vancouver, British Columbia this 14th day of July, 2014.

BY ORDER OF THE BOARD OF DIRECTORS

/s/ "Donald Gordon"
Donald Gordon
Chief Executive Officer

CERTIFICATE OF THE COMPANY

Date: July 14, 2014

The foregoing management information circular constitutes full, true and plain disclosure of all material facts relating to the transactions contemplated in this management information circular as required by the securities legislation of the Provinces of British Columbia and Ontario.

By: */s/ "Donald Gordon"*
Donald Gordon
CEO and CFO

By: */s/ "Brian Peterson"*
Brian Peterson
President

ON BEHALF OF THE BOARD OF DIRECTORS

By: */s/ "William Gordon"*
William Gordon
Director

SCHEDULE "A"

SPECIAL RESOLUTIONS FOR THE ANNUAL GENERAL AND SPECIAL MEETING OF 0941092 B.C. LTD.

Capitalized words used in this Schedule "A" and not otherwise defined shall have the meaning ascribed to such terms in the Circular.

I. To approve the Arrangement

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the Arrangement Agreement dated effective May 5, 2014, as amended and restated on June 25, 2014, between 0941092 B.C. Ltd. (the "**Company**"), Acqua Export Acquisition Corp., Breosla Oil Acquisition Corp., Forbairt Development Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp., is hereby approved, ratified and affirmed;

2. the Arrangement under Division 5 of Part 9 of the Act, substantially as set forth in the Plan of Arrangement attached as Schedule "A" to the Arrangement Agreement, is hereby approved and authorized;

3. notwithstanding that this special resolution has been passed by the shareholders of the Company or that the Arrangement has received the approval of the Court, the Board may amend the Arrangement Agreement and/or decide not to proceed with the Arrangement or revoke this special resolution at any time prior to the filing of a certified copy of the court order approving the Arrangement with the Registrar without further approval of the shareholders of the Company; and

4. any director or officer of the Company be and is hereby authorized and directed, for and on behalf of the Company, to execute and deliver all such documents and to do all such other acts and things as such director or officer may determine to be necessary or advisable to give effect to this special resolution, the execution and delivery of any such document or the doing of any such other act or thing being conclusive evidence of such determination."

II. To approve the amalgamation of Acqua Export Acquisition Corp. and Cdn Water Corp.

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The amalgamation between Acqua Export Acquisition Corp. and Cdn Water Corp., pursuant to the steps outlined in the amalgamation agreement, be and it is hereby authorized, approved and adopted;

2. The amalgamation agreement dated June [•], 2014, between Acqua Export Acquisition Corp. and Cdn Water Corp., attached as Schedule [•] to the Circular, be and it is hereby authorized, approved and adopted;

3. Notwithstanding that this resolution has been duly passed by the shareholders of Acqua Export Acquisition Corp., approval is hereby given to the board of directors of the company to amend the terms of the amalgamation to the extent permitted by the amalgamation agreement in any manner, and subject to the terms of the amalgamation agreement, to determine not to proceed with the amalgamation and to revoke this resolution at any time prior to the effective date of the amalgamation; and

4. Any one director or officer of Acqua Export Acquisition Corp. be and is hereby authorized, for and on behalf of the company, to execute and deliver any documents, agreements and instruments and to perform all such other acts and things in such person's opinion as may be necessary or desirable to implement this special resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments and the doing of any such act or thing."

III. To approve the continuance of Breosla Oil Acquisition Corp. from British Columbia to Ontario

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. Breosla Oil Acquisition Corp. be authorized to undertake and complete the continuation (as more particularly described in the Circular) from the Province of British Columbia to the Province of Ontario, pursuant to section 308 of the BCBCA and section 181 of the OBCA, and any one director or officer of Breosla Oil Acquisition Corp. be authorized to determine, execute and file the form of documents required in respect thereof, including any supplements or amendments thereto, and make all such applications as may be necessary in connection with the continuation;

2. the board of directors may, without further notice or approval of the shareholders of Breosla Oil Acquisition Corp., decide not to proceed with the continuation or otherwise give effect to this special resolution, at any time prior to the continuation becoming effective; and

3. any one or more of the directors or officers of Breosla Oil Acquisition Corp. be authorized and directed to perform all such acts, deeds and things and execute and file all instruments and documents necessary or desirable to give effect to the true intent of this special resolution."

IV. To approve the amalgamation of Breosla Oil Acquisition Corp. and Global Energy Enhancement Corp.

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The amalgamation between Breosla Oil Acquisition Corp. and Global Energy Enhancement Corp., pursuant to the steps outlined in the amalgamation agreement, be and it is hereby authorized, approved and adopted;

2. The amalgamation agreement dated June [•], 2014, between Breosla Oil Acquisition Corp. and Global Energy Enhancement Corp., attached as Schedule [•] to the Circular, be and it is hereby authorized, approved and adopted;

3. Notwithstanding that this resolution has been duly passed by the shareholders of Breosla Oil Acquisition Corp., approval is hereby given to the board of directors of the company to amend the terms of the amalgamation to the extent permitted by the amalgamation agreement in any manner, and subject to the terms of the amalgamation agreement, to determine not to proceed with the

amalgamation and to revoke this resolution at any time prior to the effective date of the amalgamation; and

4. Any one director or officer of Breosla Oil Acquisition Corp. be and is hereby authorized, for and on behalf of the company, to execute and deliver any documents, agreements and instruments and to perform all such other acts and things in such person's opinion as may be necessary or desirable to implement this special resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments and the doing of any such act or thing."

V. To approve the amalgamation of Forbairt Development Acquisition Corp. and Genesis Income Properties Inc.

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The amalgamation between Forbairt Development Acquisition Corp. and Genesis Income Properties Inc., pursuant to the steps outlined in the amalgamation agreement, be and it is hereby authorized, approved and adopted;

2. The amalgamation agreement dated June [•], 2014, between Forbairt Development Acquisition Corp. and Genesis Income Properties Inc., attached as Schedule [•] to the Circular, be and it is hereby authorized, approved and adopted;

3. Notwithstanding that this resolution has been duly passed by the shareholders of Forbairt Development Acquisition Corp., approval is hereby given to the board of directors of the company to amend the terms of the amalgamation to the extent permitted by the amalgamation agreement in any manner, and subject to the terms of the amalgamation agreement, to determine not to proceed with the amalgamation and to revoke this resolution at any time prior to the effective date of the amalgamation; and

4. Any one director or officer of Forbairt Development Acquisition Corp. be and is hereby authorized, for and on behalf of the company, to execute and deliver any documents, agreements and instruments and to perform all such other acts and things in such person's opinion as may be necessary or desirable to implement this special resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments and the doing of any such act or thing."

VI. To approve the continuance of Laidineach Investment Acquisition Corp. from British Columbia to Saskatchewan

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. Laidineach Investment Acquisition Corp. be authorized to prepare a continuance application and articles of continuance respecting the continuance of the company from British Columbia to Saskatchewan;

2. the company apply to the Registrar of Companies (British Columbia) (the "BC Registrar") to permit such continuance in accordance with section 308 of the Business Corporations Act (British Columbia) (the "BCBCA");

3. the company apply to the Registrar of Corporations (Saskatchewan) (the "Saskatchewan Registrar") to permit such continuance in accordance with section 181 of the Business Corporations Act (Saskatchewan) (the "SBCA");
4. effective upon the filing of the continuance application with the Saskatchewan Registrar, the company adopt the articles of continuance in the form approved by the directors of the company, in substitution for the existing articles of the company;

5. notwithstanding the passage of this special resolution by the shareholders, the directors of the company, in their sole discretion and without further notice to or approval of the shareholders, may decide not to proceed with the continuance or otherwise give effect to this special resolution, at any time prior to the continuance becoming effective; and

6. any one officer or director of the company is authorized, for and on behalf of the company, to approve, execute and deliver such documents and instruments and to take such other actions as such officer or director may determine to be necessary or advisable to implement this resolution and the matters authorized hereby including, without limitation, the execution and filing of the continuance application and any forms prescribed by or contemplated under the SBCA."

VII. To approve the amalgamation of Laidineach Investment Acquisition Corp. and RTrees Producers Limited

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. The amalgamation between Laidineach Investment Acquisition Corp. and RTrees Producers Limited, pursuant to the steps outlined in the amalgamation agreement, be and it is hereby authorized, approved and adopted;

2. The amalgamation agreement dated June [•], 2014, between Laidineach Investment Acquisition Corp. and RTrees Producers Limited, attached as Schedule [•] to the Circular, be and it is hereby authorized, approved and adopted;

3. Notwithstanding that this resolution has been duly passed by the shareholders of Laidineach Investment Acquisition Corp., approval is hereby given to the board of directors of the company to amend the terms of the amalgamation to the extent permitted by the amalgamation agreement in any manner, and subject to the terms of the amalgamation agreement, to determine not to proceed with the amalgamation and to revoke this resolution at any time prior to the effective date of the amalgamation; and

4. Any one director or officer of Laidineach Investment Acquisition Corp. be and is hereby authorized, for and on behalf of the company, to execute and deliver any documents, agreements and instruments and to perform all such other acts and things in such person's opinion as may be necessary or desirable to implement this special resolution and the matters authorized hereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments and the doing of any such act or thing."

VIII. To approve the incentive stock option plan of Acqua Export Acquisition Corp.

"BE IT RESOLVED THAT:

1. the stock option plan of Acqua, as described in this management information circular of the Company dated June 25, 2014, be and is hereby ratified and approved for the ensuing year; and

2. any one (1) director or officer of Acqua be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Acqua or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

IX. To approve the incentive stock option plan of Breosla Oil Acquisition Corp.

"BE IT RESOLVED THAT:

1. the stock option plan of Breosla, as described in this management information circular of the Company dated June 25, 2014, be and is hereby ratified and approved for the ensuing year; and

2. any one (1) director or officer of Breosla be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Breosla or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

X. To approve the incentive stock option plan of Forbairt Development Acquisition Corp.

"BE IT RESOLVED THAT:

1. the stock option plan of Forbairt, as described in this management information circular of the Company dated June 25, 2014, be and is hereby ratified and approved for the ensuing year; and

2. any one (1) director or officer of Forbairt be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Forbairt or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

XI. To approve the incentive stock option plan of Laidineach Investment Acquisition Corp.

"BE IT RESOLVED THAT:

1. the stock option plan of Laidineach, as described in this management information circular of the Company dated June 25, 2014, be and is hereby ratified and approved for the ensuing year; and

2. any one (1) director or officer of Laidineach be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Laidineach or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

XII. To approve the incentive stock option plan of Saibhir Art Acquisition Corp.

"BE IT RESOLVED THAT:

1. the stock option plan of Saibhir, as described in this management information circular of the Company dated June 25, 2014, be and is hereby ratified and approved for the ensuing year; and

2. any one (1) director or officer of Saibhir be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Saibhir or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

XIII. To approve the incentive stock option plan of Teaghlach Asset Acquisition Corp.

"BE IT RESOLVED THAT:

1. the stock option plan of Teaghlach, as described in this management information circular of the Company dated June 25, 2014, be and is hereby ratified and approved for the ensuing year; and

2. any one (1) director or officer of Teaghlach be authorized to make all such arrangements, to do all acts and things and to sign and execute all documents and instruments in writing, whether under the corporate seal of Teaghlach or otherwise, as may be considered necessary or advisable to give full force and effect to the foregoing."

SCHEDULE “B”

THE INTERIM ORDER

No. S-144941
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

RE: ARRANGEMENT AMONG 0941902 B.C. LTD. (THE "PETITIONER"), ACQUA EXPORT ACQUISITION CORP., BREOSLA OIL ACQUISITION CORP., FORBAIRT DEVELOPMENT ACQUISITION CORP., LAIDINEACH INVESTMENT ACQUISITION CORP., SAIBHIR ART ACQUISITION CORP., TEAGHLACH ASSET ACQUISITION CORP., AND THE SHAREHOLDERS OF 0941092 B.C. LTD.

ORDER

BEFORE ~~MASTER~~ THE HONOURABLE MADAM/MR. JUSTICE GRAY	)	FRIDAY, THE 27TH DAY
	)	
	)	OF JUNE, 2014
	)	

ON THE APPLICATION WITHOUT NOTICE of the Petitioner for an interim order for direction of the Court in connection with a proposed arrangement pursuant to Sections 288 and 291 of the Business Corporations Act (British Columbia), S.B.C., 2002 c. 57 as amended (the "**BCBCA**"), coming on for hearing at Vancouver, British Columbia on the 27th day of June, 2014.

AND ON HEARING Mouane Sengsavang, counsel for the Petitioner.

AND UPON READING the Petition herein dated June 27, 2014 and the Affidavit #1 of Donald Gordon sworn on the 25th day of June, 2014. This court orders that:

THE MEETING

1. 0941092 B.C. Ltd. ("**BC0941092**") is authorized and directed to call, hold and conduct an annual general and special meeting (the "**Meeting**") of the common shareholders of BC0941092 (the "**BC0941092 Shareholders**") to be held at 11 a.m. on July 30, 2014 at the offices of Computershare Investor Services Inc., 510 Burrard Street, 2nd Floor, Vancouver, British Columbia or such other location in Vancouver, British Columbia to be determined by BC0941092.

2. At the Meeting, BC0941092 Shareholders will, *inter alia*, consider, and if deemed advisable, approve, with or without variation, a special resolution (the "**Arrangement Resolution**") adopting, with or without amendment, the arrangement (the "**Arrangement**") involving BC0941092, BC0941092 Shareholders, Acqua Export Acquisition Corp., Breosla Oil Acquisition Corp., Forbairt Development Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp., as set forth more particularly in the plan of arrangement (the "**Plan of Arrangement**") attached as Exhibit "A" to the Affidavit #1 of Donald Gordon sworn June 25, 2014 (the "**Affidavit**") and filed herein.

3. The Meeting will be called, held and conducted in accordance with the Notice of Annual General and Special Meeting to be delivered to the BC0941092 Shareholders in substantially the form attached to and forming part of the Management Information Circular (the "**Circular**") attached as

Exhibit "B" to the Affidavit, and in accordance with applicable provisions of the BCBCA, the Articles of BC0941092, the *Securities Act* (British Columbia), R.S.B.C. 1996, c. 418, as amended (the "**Securities Act**"), and related rules and policies, the terms of this Order (the "**Interim Order**") and any further Order of this Court, the rulings and directions of the Chairman of the Meeting, and, to the extent of any inconsistency or discrepancy between the Interim Order and the terms of any of the foregoing, the Interim Order will govern.

RECORD DATE FOR NOTICE

4. The record date for determination of the BC0941092 Shareholders entitled to receive the notice of Meeting, the Circular and a form of proxy (the "**Meeting Materials**") will be the close of business (Vancouver time) on June 30, 2014 (the "**Record Date**") or such other date as the directors of BC0941092 may determine in accordance with the Articles of BC0941092, the BCBCA and the Securities Act, and as disclosed in the Meeting Materials.

NOTICE OF MEETING

5. The Meeting Materials, with such amendments or additional documents as counsel for BC0941092 may advise are necessary or desirable, and that are not inconsistent with the terms of this Interim Order, and a copy of this Interim Order, will be sent at least twenty-one (21) days prior to the date of the Meeting, to: (a) BC0941092 Shareholders who are registered shareholders on the Record Date and to brokerage intermediaries on behalf of beneficial BC0941092 Shareholders where applicable, by prepaid ordinary mail addressed to each registered BC0941092 Shareholder at his, her or its address as maintained by the registrar and transfer agent of BC0941092 or delivery of same by courier service or by facsimile transmission or e-mail transmission to any such BC0941092 Shareholder who identifies himself, herself or itself to the satisfaction of BC0941902 and who requests such courier, facsimile or e-mail transmission.

6. The accidental failure or omission by BC0941092 to give notice of the Meeting or the Petition to any person in accordance with this Interim Order, as a result of mistake or of events beyond the reasonable control of BC0941092 (including, without limitation, any inability to utilize postal services) shall not constitute a breach of this Interim Order or a defect in the calling of the Meeting and shall not invalidate any resolution passed or proceeding taken at the Meeting, but if any such accidental failure or omission is brought to the attention of BC0941092, then it shall use reasonable best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances. Such rectified notice shall be deemed to be good and sufficient notice of the Meeting and/or this Petition, as the case may be.

7. The distribution of the Meeting Materials pursuant to paragraph 5 of this Interim Order shall constitute good and sufficient notice of the Meeting to registered and non-registered BC0941092 Shareholders.

8. BC0941092 is hereby authorized to make such amendments, revisions or supplements to the Meeting Materials ("**Additional Information**") in accordance with the terms of the Arrangement, as BC0941092 may determine to be necessary or desirable and notice of such Additional Information may be communicated to BC0941092 Shareholders by news release, newspaper advertisement or one of the methods by which the Meeting Materials will be distributed.

DEEMED RECEIPT OF MEETING MATERIALS

9. The Meeting Materials will be deemed, for the purposes of this Interim Order, to have been received by the BC0941092 Shareholders:

   a. In the case of mailing to registered BC0941092 Shareholders or, in the case of delivery by courier of materials to brokerage intermediaries, five days after delivery thereof to the post office or acceptance by the courier service, respectively; and

   b. In the case of delivery by courier, facsimile transmission or e-mail transmission directly to a registered BC0941092 Shareholder, the business day after such delivery or transmission of same.

10. Subject to other provisions of this Interim Order, no other form of service or delivery of the Meeting Materials or any portion thereof need be made, or notice given, or other material served in respect of the Meeting to any persons described in paragraph 5 of this Interim Order or to any other persons.

PERMITTED ATTENDEES

11. The persons entitled to attend the Meeting will be BC0941092 Shareholders of record as of the close of business (Vancouver time) on the Record Date, their respective proxies, the officers, directors and advisors of BC0941092 and such other persons who receive the consent of the Chairman of the Meeting to attend.

VOTING AT THE MEETING

12. The only persons permitted to vote at the Meeting will be the registered BC0941092 Shareholders as of the close of business (Vancouver time) on the Record Date or their valid proxy holders as described in the Circular and as determined by the Chairman of the Meeting upon consultation with the Scrutineer (as hereinafter defined) and legal counsel to BC0941902.

13. The requisite approval of the Arrangement Resolution will be 66.66% of the votes cast on the resolution by the BC0941092 Shareholders present in person or by proxy at the Meeting. Each common share of BC0941092 voted will carry one vote.

14. A quorum for the Meeting will be the quorum required by the Articles of BC0941092.

15. In all other respects, the terms, restrictions and conditions of the constating documents of BC0941092 will apply in respect of the Meeting.

16. For the purposes of the Meeting, any spoiled votes, illegible votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

ADJOURNMENT OF MEETING

17. Notwithstanding any provision of the BCBCA or the Articles of BC0941092, the board of directors of BC0941092 shall be entitled if it deems advisable, to adjourn or postpone the Meeting on one or more occasions without the necessity of first convening the Meeting or first obtaining any votes of the BC0941092 Shareholders respecting the adjournment or postponement and without the need for approval of the Court.

18. The record date for BC0941092 Shareholders entitled to notice of and to vote at the Meeting will not change in respect of adjournments or postponements of the Meeting.

AMENDMENTS

19. BC0941092 is authorized to make such amendments, revisions or supplements to the Plan of Arrangement as it may determine, provided it has obtained any required consents, and the Plan of Arrangement as so amended, revised or supplemented will be the Plan of Arrangement which is submitted to the Meeting and which will thereby become the subject of the Arrangement Resolution.

SCRUTINEER

20. A representative of BC0941092's registrar and transfer agent (or any agent thereof) (the "**Scrutineer**") will be authorized to act as scrutineer for the Meeting.

PROXY SOLICITATION

21. BC0941092 is authorized to permit the BC0941092 Shareholders to vote by proxy using the form of proxy, in substantially the same form as attached as Exhibit "B" to the Affidavit. BC0941092 is authorized, at its expense, to solicit proxies, directly and through its officers, directors and employees, and through such agents or representatives as it may retain for the purpose, and by mail or such other forms of personal or electronic communications as it may determine.

22. BC0941092 may in its discretion waive the time limits for deposit of proxies by BC0941092 Shareholders if BC0941092 deems it reasonable to do so.

DISSENT RIGHTS

23. The BC0941092 Shareholders will, as set out in the Plan of Arrangement, be permitted to dissent from the Arrangement Resolution in accordance with the dissent procedures set forth in Division 2 of Part 8 of the BCBCA, strictly applied and as may be modified by the Plan of Arrangement.

SERVICE OF COURT MATERIALS

24. BC0941092 will include in the Meeting Materials a copy of this Interim Order, the Notice of Hearing of Petition and will make available to any BC0941092 Shareholder requesting same, a copy of each of the Petition herein and the accompanying Affidavit (collectively, the "**Court Materials**"). The service of the Petition and Affidavit in support of the within proceedings to any BC0941092 Shareholder requesting same is hereby dispensed with.

25. Delivery of the Court Materials given in accordance with this Interim Order will constitute good, sufficient and timely service of such Court Materials upon all persons who are entitled to receive the Court Materials pursuant to this Interim Order and no other form of service need be made and no other material need to be served on such persons in respect of these proceedings.

FINAL APPROVAL HEARING

26. Upon the approval by the BC0941092 Shareholders of the Plan of Arrangement in the manner set forth in this Interim Order, BC0941092 may apply for an order of this Honourable Court approving the Plan of Arrangement (the "**Final Order**") and that the Petition be set down for hearing before

the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia at 9:45 a.m. on July 30, 2014 or such later date as counsel for BC0941092 may be heard.

27. The Court shall consider at the hearing for the Final Order, the fairness of the terms and conditions of the Arrangement, as provided for in the Arrangement, and the rights and interest of every person affected thereby.

28. Any BC0941092 Shareholder has the right to appear (either in person or by counsel) and make submissions at the hearing of the application for the Final Order provided that such BC0941092 Shareholder shall file a Response to Petition, in the form provided by the Rules of Court of the Supreme Court of British Columbia, with this Court and deliver a copy of the filed Response to Petition together with a copy of all materials on which such BC0941092 Shareholder intends to rely at the submissions to the Petitioner at 0941092 B.C. Ltd., 500-900 West Hastings Street, Vancouver, BC, V6C 1E5, Attention: Donald Gordon at or before 10:00 a.m. on June 26, 2014, subject to the direction of this Honourable Court.

29. If the application for the Final Order is adjourned, only those persons who have filed and delivered a Response to the Petition, in accordance with the preceding paragraph of this Interim Order, need to be served with notice of the adjourned date.

30. The Petitioner shall not be required to comply with Rule 8-1 and Rule 16-1 of the Rules of Court in relation to the hearing of the Final Order approving the Plan of Arrangement and such rules will not apply to any application to vary this Interim Order.

VARIANCE

31. BC0941092 is at liberty to apply to this Honourable Court to vary this Interim Order and for advice and direction with respect to the Plan of Arrangement or any of the matters related to this Interim Order and such further and other relief as this Honourable Court may consider just.

BY THE COURT

REGISTRAR

APPROVED AS TO FORM:

Counsel for the Petitioner

No. S-144941
Vancouver
Registry

RE: ARRANGEMENT AMONG 0941902 B.C. LTD. (THE "PETITIONER"), ACQUA EXPORT ACQUISITION CORP., BREOSLA OIL ACQUISITION CORP., FORBAIRT DEVELOPMENT ACQUISITION CORP., LAIDINEACH INVESTMENT ACQUISITION CORP., SAIBHIR ART ACQUISITION CORP., TEAGHLACH ASSET ACQUISITION CORP., AND THE SHAREHOLDERS OF 0941092 B.C. LTD.

ORDER

Mouane Sengsavang
Buttonwood Law Corporation
2569 East 20th Avenue
Vancouver, B.C. V5M 2T5
Tel. 604-908-9209

SCHEDULE "C"

DISSENT PROCEDURES

***Business Corporations Act* (British Columbia)**

PART 2 OF DIVISION 8 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Definitions and application

237 (1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"payout value" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291(2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement, or

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, D-3 the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3)A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244. D-6

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.

(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice of shares under, or in purported compliance with, this Division.

SCHEDULE "D"

PRO–FORMA UNAUDITED BALANCE SHEET OF BC0941092, ACQUA, BREOSLA, FORBAIRT, LAIDINEACH, SAIBHIR, AND TEAGHLACH AS AT APRIL 30, 2014

Schedule "D" - *Pro–Forma* Unaudited Balance Sheet of BC0941092, Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach as at April 30, 2014

0941092 B.C. Ltd.

Pro-Forma Combined Balance Sheet

As at April 30, 2014

(Unaudited - Prepared by Management)

	0941092 B.C. Ltd..	Acqua Export Acquisition Corp.	Breosla Oil Acquisition Corp.	Forbairt Development Acquisition Corp
	January 31, 2014	Pro-Forma April 30, 2014	Pro-Forma April 30, 2014	Pro-Forma April 30, 2014
	$	$	$	$
Assets				
Current				
Cash		100	100	100
Taxes recoverable	5,638	-	-	-
	5,638	100	100	100
Liabilities				
Current				
Payables and Accruals	11,130	-	-	-
Due to related parties	80,437	-	-	-
	91,567	-	-	-
Equity				
Share Capital	2,500	100	100	100
Deficit	-88,429	-	-	-
	-85,929	100	100	100
	5,638			

Continued Next Page

	Laidineach Investment Acquisition Corp.	Saibhir Art Acquisition Corp.	Teaghlach Asset Acquisition Corp.	Pro Forma Adjustments (Note 2)	0941092 B.C. Ltd..
	Pro-Forma April 30, 2014	Pro-Forma April 30, 2014	Pro-Forma April 30, 2014	Pro-Forma April 30, 2014	Pro-Forma April 30, 2014
	$	$	$	$	$
Assets					
Current					
Cash	100	100	100	-	-
Taxes recoverable	-	-	-	-	-
	100	100	100	-	5,638
Liabilities					
Current					
Payables and Accruals	-	-	-	-	11,130
Due to related parties				600	81,037
	-	-	-	-	92,167
Equity					
Share Capital	100	100	100	-	2,500
Deficit	-	-	-	-600	-89,029
	-	-	-	-	-86,529
					5,638

(1) Subsidiaries created and spun out on the plan of arrangement.

(2) Incorporation costs of subsidiaries written off

	0941092 B.C. Ltd. For the nine months ended January 31, 2014	Pro-Forma Acqua Export Acquisition Corp. April 30, 2014	Pro-Forma Breosla Oil Acquisition Corp. April 30, 2014	Pro-Forma Forbairt Development Acquisition Corp. April 30, 2014	Pro-Forma Laidineach Investment Acquisition Corp. April 30, 2014	Pro-Forma Saibhir Art Acquisition Corp April 30, 2014	Pro-Forma Teaghlach Asset Acquisition Corp. April 30, 2014	Pro-Forma 0941092 B.C. Ltd. April 30, 2014
	$	$		$	$	$	$	$
Expenses								
Professional Fees	12,445	NIL	NIL	NIL	NIL	NIL	NIL	12,445
Management & Consulting Fees	55,808							55,808
Regulatory & Transfer Agent	7,535							7,535
Incorporation Expenses	-	100	100	100	100	100	100	600
Net Loss and Comprehensive Loss	-75,788	-100	-100	-100	-100	-100	-100	-76,388
Basic and Diluted Loss per Common Share	-$0.013	NIL	NIL	NIL	NIL	NIL	NIL	-$0.013

Note 1 Basis of Presentation

The accompanying unaudited combined pro-forma financial statements have been prepared by management of 0941092 B.C. Ltd. ("BC 092 Ltd.") and six subsidiaries, all of which were incorporated April 29, 2014 being Acqua Export Acquisition Corp. ("Acqua"), Breosla Oil Acquisition Corp., ("Breosla"), Forbairt Development Acquisition Corp., ("Forbairt"), Laidineach Investment Acquisition Corp., ("Laidineach"), Saibhir Art Acquisition Corp., ("Saibhir"), and Teaghlach Asset Acquisition Corp. ("Teaghlach" collectively the "Subsidiaries", for inclusion in a Shareholder Circular of BC 092 Ltd. for illustrative purposes only, to show the effect of the transaction (the "Transaction") between BC 092 Ltd. and the Subsidiaries, on the basis of the assumptions described in Note 2 below. All financial amounts are shown in Canadian dollars.

These pro-forma combined financial statements have been derived from:

- unaudited financial statements of BC 092 Ltd. as at and for the period ended January 31, 2014;

BC 092 Ltd. entered into a Plan of Arrangement agreement with each of the six Subsidiaries dated May 5, 2014 (the "Arrangement Agreement"). Pursuant to the Arrangement Agreement, and on the effective date of the Arrangement, the following shall occur and be deemed to occur in the following order without any further delay or formality:

Upon Arrangement:

The following will be the result of the Arrangement:

Acqua, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent dated February 6, 2014 with Cdn Water Corp. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor;

ii) Breosla, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent dated October 28, 2013 with Global Energy Enhancement Corp. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor;

iii) Forbairt, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent dated April 2, 2014 with Genesis Income Properties, Inc. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor;

iv) Laidineach, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent Dated April 29, 2014 with RTrees Producers Limited for aggregate consideration of 8,576,567 Laidineach Shares multiplied by the Conversion Factor;

v) Saibhir, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent dated May 1, 2013 with ArtContent Publishing Limited for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor;

vi) Teaghlach, currently a wholly-owned subsidiary of the Company, will acquire the letter of intent Dated May 15, 2014 with Network Immunology Inc. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor.

Each BC 092 Ltd. Shareholder as of the Share Distribution Record Date, other than a Dissenting Shareholder, will, immediately after the Arrangement, hold one BC 092 Ltd. Share and its pro–rata share of the Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. shares for each currently held BC 092 Ltd. Share.

The pro-forma combined financial statements have been prepared in accordance with accounting policies generally accepted in Canada that are consistent with the policies used in preparing BC 092 Ltd.'s audited financial statements as at and for the year ended April 30, 2013 and the unaudited nine month period ended January 31, 2014.

These pro-forma combined financial statements should be read in conjunction with the description of the Transaction contained in the Circular of BC 092 Ltd. dated June 25, 2014 and the historical financial statements of BC 092 Ltd. together with notes, which are referred to above.

In the opinion of management, these pro-forma combined financial statements include all adjustments necessary for a fair presentation of the transactions described in these notes. These pro-forma combined financial statements are not necessarily indicative of the financial position or financial performance that would have resulted had the Transaction taken place at the respective dates referred to above.

Note 2 Pro-forma Adjustments

The pro-forma combined balance sheet gives effect to the following transactions as if they had occurred at January 31, 2014. The pro-forma combined statements of operations give effect to the following transactions as if they had occurred on the first day of the periods presented:

(a) all BC 092 Ltd. shareholders receive approximately 1 share of each of Acqua, Breosla, Forbairt, Laidineach, Saibhir, and Teaghlach. for each currently held BC 092 Ltd. Share

(b) no net change in BC 092 Ltd. assets, deficit ,contributed surplus, and share capital at the time of the initial distribution of the Subsidiaries shares.

SCHEDULE “E”

AUDITED FINANCIAL STATEMENTS AND MD&A OF BC0941092 FOR THE YEAR ENDED APRIL 30, 2013

0941092 B.C. Ltd.

Financial Statements

From Date of Incorporation on May 22, 2012 to April 30, 2013

INDEPENDENT AUDITORS' REPORT

To the Shareholders of 0941092 B.C. Ltd.:

We have audited the accompanying financial statements of 0941092 B.C. Ltd. which comprise the statements of financial position as at April 30, 2013, and the statements of loss and comprehensive loss, changes in equity and cash flows for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an audit opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of 0941092 B.C. Ltd. as at April 30, 2013, and its operations and cash flows for the year then ended in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Buckley Dodds Parker LLP

Chartered Accountants
Vancouver, British Columbia
August 21, 2013

0941092 B.C. LTD.
STATEMENT OF FINANCIAL POSITION

	April 30, 2013
ASSETS	
Current	
Taxes recoverable	$ 3,163
LIABILITIES	
Current	
Accounts payable and accrued liabilities (Note 6)	$ 10,951
Due to related parties (Note 10)	23,440
	34,391
SHAREHOLDERS' EQUITY	
Share capital (Note 7)	2,500
Deficit	(33,728)
	(31,228)
	$ 3,163

Nature of operations and going concern (Note 1)
Corporate Restructuring and Commitment (Note 4)

These financial statements are authorized for issue by the Board of Directors on August 21, 2013.

ON BEHALF OF THE BOARD:

"Brian Peterson" Director
Brian Peterson

0941092 B.C. LTD.
STATEMENT OF LOSS AND COMPREHENSIVE LOSS
From May 22, 2012 to April 30, 2013

		April 30, 2013
EXPENSES		
Professional fees	$	7,585
Consulting fees		12,000
Management fees		10,500
Regulatory and Transfer Agency Fees		3,643
LOSS AND COMPREHENSIVE LOSS FOR THE YEAR	$	(33,728)
Basic and diluted loss per common share	$	0.006
Weighted average number of common shares outstanding		6,038,667

0941092 B.C. LTD.
STATEMENT OF CASH FLOWS
From May 22, 2012 to April 30, 2013

		April 30, 2013
CASH FLOWS USED IN OPERATING ACTIVITIES		
Loss for the year	$	(33,728)
Changes in non-cash working capital:		
Taxes recoverable		(3,163)
Accounts payable and accrued liabilities		10,951
Due to related parties		23,440
Net cash used in operating activities		(2,500)
CASH FLOWS PROVIDED BY FINANCING ACTIVITIES		
Share issuance		2,500
Net cash provided by financing activities		2,500
CHANGE IN CASH DURING THE YEAR		-
CASH, BEGINNING OF YEAR		-
CASH, END OF YEAR	$	-
Supplemental disclosure of cash flow information		
Cash paid for interest	$	-
Cash paid for income taxes		-

0941092 B.C. LTD.

STATEMENT OF CHANGES IN EQUITY

	Number of Shares	Share Capital	Contributed Surplus	Deficit	Total Equity
Shares issued on plan of arrangement August 3, 2012	6,038,667	$ 2,500	$ 0	$ 0	$ 2,500
Loss and comprehensive loss	-	-	-	(33,728)	(33,728)
Balance, April 30, 2013	6,038,667	$ 2,500	$ 0	$ (33,728)	$ (31,228)

1. NATURE OF OPERATIONS AND GOING CONCERN

0941092 B.C. Ltd. (the "Company") was incorporated on May 22, 2012 and, pursuant to a Plan of Arrangement between the Company and 0922519 B.C. Ltd. ("BC0922519") dated October 12, 2011, BC0922519 assigned the Artvest License Agreement dated November 15, 2011 with Artvest Publishing Limited and $2,500 to form the principal business of the Company under the Arrangement agreement. The $2,500 coming from BC0922519 as part of the Arrangement to provide the Company with setup expenses necessary to fulfill its short-term needs. As consideration for this asset, the Company issued 6,038,667 common shares, multiplied by the Conversion Factor, as defined in the Plan of Arrangement, which shares distributed to the BC0922519 Shareholders who held BC0922519 Shares on the Share Distribution Record Date on October 1, 2012. BC0922519 received shareholder approval to the arrangement at a special meeting of shareholders held on July 13, 2012. On completing the Plan of Arrangement registration filing the Company arranged for the transfer of $2,500 cash (completed) and assigned the Artvest License Agreement after the final court approval. The principal business of the Company will be the development of the Artvest License Agreement with Artvest Publishing Limited as a marketing and sales company focused on soliciting suitable artists and artworks, structuring limited partnership offerings as an investment tool, marketing and selling the artwork published through auction and other channels, including donations to charitable organizations and museums.

These financial statements have been prepared on the basis of accounting principles applicable to a going concern which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than through a process of forced liquidation. The Company's continuing operations, as intended, and its financial success may be dependent upon the extent to which it can successfully market and sell art under the Artvest License Agreement and the economic viability of acquiring or developing any such additional licensing opportunities.

The success of the Company is dependent upon certain factors that may be beyond managements control such as the market acceptance of the art sold and the availability of discretionary consumer spending on art.

These financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue in existence.

2. BASIS OF PRESENTATION

Statement of compliance to international financial reporting standards

These financial statements, have been prepared in accordance with International Accounting Standards ("IAS") 1, "Presentation of Financial Statements" using accounting policies consistent with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC").

The financial statements have been prepared on a historical cost basis except for certain financial assets measured at fair value as explained in the accounting policies set out in Note 3. In addition, these financial statements have been prepared using the accrual basis of accounting, except for cash flow information. The comparative figures presented in these financial statements are in accordance with IFRS.

These financial statements were authorized by the audit committee and board of directors of the Company on August 21, 2013.

2. BASIS OF PRESENTATION (cont'd…)

Use of estimates and judgments

The preparation of the financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statement. Actual results could differ from these estimates.

Significant assumptions about the future and other sources of estimation uncertainty that management has made at the end of the reporting year, that could result in a material adjustment to the carrying amounts of assets and liabilities in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

i) Recovery of deferred tax assets

Judgment is required in determining whether deferred tax assets are recognized on the statement of financial position. Deferred tax assets, including those arising from un-utilized tax losses require management to assess the likelihood that the Company will generate taxable earnings in future periods, in order to utilize recognized deferred tax assets. Estimates of future taxable income are based on forecast cash flows from operations and the application of existing tax laws in each jurisdiction. To the extent that future cash flows and taxable income differ significantly from estimates, the ability of the Company to realize the net deferred tax assets recorded at the reporting date could be impacted.

Additionally, future changes in tax laws in the jurisdictions in which the Company operates could limit the ability of the Company to obtain tax deductions in future periods.

ii) Contingencies

By their nature, contingencies will only be resolved when one or more future events occur or fail to occur. The assessment of contingencies inherently involves the exercise of significant judgment and estimates of the outcome of future events.

Determination of functional currency

The functional currency is the currency of the primary economic environment in which the entity operates. Management has determined that the functional currency for the Company is the Canadian dollar. The functional currency determination was conducted through an analysis of the consideration factors identified in IAS 21, *The Effects of Changes in Foreign Exchange Rates*.

3. SIGNIFICANT ACCOUNTING POLICIES

Foreign exchange

Transactions in currencies other than the Canadian dollar are recorded at exchange rates prevailing on the dates of the transactions. At the end of each reporting period, the monetary assets and liabilities of the Company that are denominated in foreign currencies are translated at the rate of exchange at the statement of financial position date while non-monetary assets and liabilities are translated at historical rates. Revenues and expenses are translated at the exchange rates approximating those in effect on the date of the transactions. Exchange gains and losses arising on translation are recognized through profit or loss.

Financial instruments

Financial assets

The Company classifies its financial assets into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Loans and receivables - These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments - These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized through profit or loss.

Available-for-sale - Non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in equity. Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized through profit or loss.

The Company has not classified any financial assets as held-to-maturity or available for sale.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets, which are described above.

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd…)

Financial instruments (cont'd…)

Financial liabilities

The Company classifies its financial liabilities into one of two categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Other financial liabilities: This category includes promissory notes, amounts due to related parties and accounts payables and accrued liabilities, all of which are recognized at amortized cost. The Company's trade payables and other liabilities are classified as other financial liabilities.

Impairment

At the end of each reporting period, the Company's assets are reviewed to determine whether there is any indication that those assets may be impaired. If such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use. Fair value is determined as the amount that would be obtained from the sale of the asset in an arm's length transaction between knowledgeable and willing parties. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in the profit or loss for the period. For an asset that does not generate largely independent cash inflows, the recoverable amount is determined for the cash generating unit to which the asset belongs.

Where an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but to an amount that does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd…)

Loss per share

The Company presents basic loss per share for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is anti-dilutive.

Income taxes

Income tax is recognized in profit or loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax expense is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at period end, adjusted for amendments to tax payable with regards to previous years.

Deferred tax is recorded based on temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The following temporary differences are not provided for: goodwill not deductible for tax purposes; the initial recognition of assets or liabilities that affect neither accounting or taxable loss; and differences relating to investments in subsidiaries to the extent that they will probably not reverse in the foreseeable future. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the statement of financial position date.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized.

Additional income taxes that arise from the distribution of dividends are recognized at the same time as the liability to pay the related dividend. Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd…)

Future accounting pronouncements

A number of new standards, amendments to standards and interpretations are not yet effective as at April 30, 2013, and have not been applied in preparing the financial statements. The Company has not early adopted any of these standards and is currently evaluating the impact, if any, that these standards might have on its financial statements.

The IASB amended the disclosure requirements in IFRS 7, "Financial Instruments: Disclosure" to require information about all recognized financial instruments that are set off in accordance with paragraph 42 of IAS 32 "Financial Instruments: Presentation".
The IASB believes that these disclosures will allow financial statement users to evaluate the effect or potential effect of netting arrangements, including rights of set-off associated with an entity's recognized financial assets and recognized financial liabilities, on the entity's financial position.
The amended standard is effective for annual periods beginning on or after January 1, 2013.

"Fair Value Measurement", is a comprehensive standard for fair value measurement and disclosure requirements for use across all IFRS standards. The new standard clarifies that fair value is the price that would be received to sell an asset, or paid to transfer a liability in an orderly transaction between market participants, at the measurement date.
It also establishes disclosures about fair value measurement. Under existing IFRS, guidance on measuring and disclosing fair value is dispersed among the specific standards requiring fair value measurements and in many cases does not reflect a clear measurement basis or consistent disclosures. The new converged fair value framework is effective for annual periods beginning on or after January 1, 2013.

The IASB also issued the following new and revised standards addressing the accounting for consolidation, involvements in joint arrangements and disclosure of involvements with other entities - these five standards must be adopted concurrently and are effective for annual periods beginning on or after January 1, 2013:

In May 2011, the IASB issued the following standards which have not yet been adopted by the Company: IFRS 10, Consolidated Financial Statements ("IFRS 10"), IFRS 11, Joint Arrangements ("IFRS 11"), IFRS 12, Disclosure of Interests in Other Entities ("IFRS 12"), IAS 27, Separate Financial Statements ("IAS 27"), IFRS 13, Fair Value Measurement ("IFRS 13") and amended IAS 28, Investments in Associates and Joint Ventures ("IAS 28"). Each of the new standards is effective for annual periods beginning on or after January 1, 2013 with early adoption permitted. The company has not yet begun the process of assessing the impact that the new and amended standards will have on its financial statements or whether to early adopt any of the new requirements. The following is a brief summary of the new standards:

IFRS 10 requires an entity to consolidate an investee when it is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Under existing IFRS, consolidation is required when an entity has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. IFRS 10 replaces SIC-12 Consolidation—Special Purpose Entities and parts of IAS 27 Consolidated and Separate Financial Statements.

IFRS 11 requires a venturer to classify its interest in a joint arrangement as a joint venture or joint operation. Joint ventures will be accounted for using the equity method of accounting whereas for a joint operation the venture will recognize its share of the assets, liabilities, revenue and expenses of the joint operation. Under existing IFRS, entities have the choice to proportionately consolidate or equity account for interests in joint ventures. IFRS 11 supersedes IAS 31, Interests in Joint Ventures, and SIC-13, Jointly Controlled Entities—Non-

monetary Contributions by Venturers.

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd…)

Future accounting pronouncements (cont'd...)

IFRS 12 establishes disclosure requirements for interests in other entities, such as joint arrangements, associates, and special purpose vehicles and off balance sheet vehicles. The standard carries forward existing disclosures and also introduces significant additional disclosure requirements that address the nature of, and risks associated with, an entity's interests in other entities.

IFRS 13 is a comprehensive standard for fair value measurement and disclosure requirements for use across all IFRSs. The new standard clarifies that fair value is the price that would be received to sell an asset, or paid to transfer a liability in an orderly transaction between market participants, at the measurement date. It also establishes disclosures about fair value measurement. Under existing IFRS, guidance on measuring and disclosing fair value is dispersed among the specific standards requiring fair value measurements and in many cases does not reflect a clear measurement basis or consistent disclosures.

In addition, there have been amendments to existing standards, including IAS 27 and IAS 28. IAS 27 addresses accounting for subsidiaries, jointly controlled entities and associates in non- consolidated financial statements. IAS 28 has been amended to include joint ventures in its scope and to address the changes in IFRS 10 – 13.

Interest-bearing loans and other borrowings

Interest-bearing loans and other borrowings are recognized initially at fair value less related transaction costs. Subsequent to initial recognition, interest-bearing borrowings are stated at amortized cost with any difference between cost and redemption value being recognized in the income statement over the period of borrowings on an effective interest basis.

Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation estimated at the end of each reporting period, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows. When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, the receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount receivable can be measured reliably.

3. SIGNIFICANT ACCOUNTING POLICIES (cont'd…)

Share capital

Common shares are classified as equity. Transaction costs directly attributable to the issue of common shares and share purchase options are recognized as a deduction from equity, net of any tax effects.

Comprehensive income (loss)

Comprehensive income (loss) is the change in the Company's net assets that results from transactions, events and circumstances from sources other than the Company's shareholders and includes items that are not included in net profit. Other comprehensive income consists of changes to unrealized gain and losses on available for sale financial assets, changes to unrealized gains and losses on the effective portion of cash flow hedges and changes to foreign currency translation adjustments of self-sustaining foreign operations during the period. Comprehensive income measures net earnings for the period plus other comprehensive income. Amounts reported as other comprehensive income are accumulated in a separate component of shareholders' equity as Accumulated Other Comprehensive Income. The Company has not had other comprehensive income since inception and accordingly, a statement of comprehensive income has not been presented.

4. CORPORATE RESTRUCTURING AND COMMITMENT

The Company and BC0922519 entered into the Arrangement Agreement on May 22, 2012 to conduct a corporate restructuring by way of a statutory plan of arrangement (the "Plan of Arrangement") to transfer BC0922519's interest in the Artvest License Agreement and $2,500 cash to the Company (the "Transfer") which were completed on August 3, 2012. As consideration for the Transfer, the Company issued 6,038,667 common shares to shareholders of BC0922519 ("Distributed Shares'). The Arrangement Agreement was approved by the Supreme Court of British Columbia on August 3, 2012 and by BC0922519's shareholders on July 6, 2012.

As a result, the Transfer was executed and the Company issued the Distributed Shares to shareholders of BC0922519 as of record date of October 1, 2012 and the Company was spun out from BC0922519.

Pursuant to the Plan of Arrangement, BC0922519's outstanding share purchase warrants and stock options at the Effective Date of the Arrangement, entitled their holders to acquire common shares of the Company based on the exchange factor, being the number arrived at by dividing 6,038,667 by the number of issued common shares of BC0922519 as of the Share Distribution Record Date (defined by the Arrangement Agreement). BC0922519 will be required to remit to the Company a portion of the funds received by BC0922519 in accordance with the formula set out in the Arrangement Agreement. No share purchase warrants and stock options are outstanding in BC0922519.

5. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company's financial instruments consist of accrued liabilities; the fair values of which are considered to approximate their carrying value due to their short-term maturities or ability of prompt liquidation.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Strategic and operational risks are risks that arise if the Company fails to carry out sales under its Agency and license agreement and the economic viability of achieving a level of sufficient sales and/or to raise sufficient equity and/or debt financing in financing the market development. These strategic opportunities or threats arise from a range of factors, which might include changing economic and political circumstances and regulatory approvals and competitor actions. The risk is mitigated by consideration of other potential development opportunities and challenges which management may undertake.

Credit risk is the risk that one party to a financial instrument will cause a loss for the other party by failing to discharge an obligation. The Company is subject to normal industry credit risks. Therefore, the Company believes that there is minimal exposure to credit risk.

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at April 30, 2013, the Company had cash balance of $NIL and current liabilities of $34,391. All of the Company's financial liabilities have contractual maturities of less than 30 days, and are subject to normal trade terms. Management is considering different alternatives to secure adequate debt or equity financing to meet the Company short term and long term cash requirement.

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates is currently immaterial.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than Canadian dollar. Accrued liabilities are denominated in Canadian currency. Therefore, the Company's exposure to currency risk is minimal.

6. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Falling due within the next twelve months	April 30, 2013
Trades payable	$ 4,951
Accrued liabilities	6,000
Total	$ 10,951

7. SHARE CAPITAL

a. Authorized: unlimited Common shares without par value

b. Issued and Outstanding:

	Number of Shares	Amount
Common shares issued for cash	6,038,667	$ 2,500
Balance as at April 30, 2013	6,038,667	**$ 2,500**

c. Stock Options:

The Company has adopted an incentive stock option plan (the "Option Plan") which provides that the Board of Directors of the Company may from time to time, in its discretion, and in accordance with the applicable stock exchange's requirements, grant to directors, officers, employees and consultants to the Company, non-transferable options to purchase common shares. Pursuant to the Option Plan, the number of common shares reserved for issuance will not exceed 10% of the issued and outstanding common shares of the Company. Options granted under the Option Plan can have a maximum exercise term of 5 years from the date of grant. Vesting terms will be determined at the time of grant by the Board of Directors. As at and during the year ended April 30, 2013, no options were granted or outstanding.

8. AGENCY AND LICENSE AGREEMENT

Pursuant to a licensing agreement between Artvest Publishing Limited and BC0922519 as assignee dated as of November 15, 2011, the Company has agreed to market, sell and distribute limited partnership units in specific works of art in Canada, as well as market, sell and distribute published works of art. In return, the Company will be entitled to a sales fee of 5% of sales of partnership units generated in Canada and 15% of all gross art sales generated in Canada, subject to meeting annual pre-determined performance criteria as follows:

Performance Date	Artists Commissioned	Gross Sales Volume
June 30, 2012	3	$ 5,000,000 (No sales)
June 30, 2013	6	$ 7,500,000
June 30, 2014	8	$10,000,000
June 30, 2015	8	$12,500,000

Subsequent to the period, the license agreement was amended to allow for additional time for development of the project and all dates were extended and then subsequently replaced with a letter of intent to amalgamate Artcontent publishing Limited with the Company.

The value of the assigned agreement is not determinable and accordingly no asset is recorded in respect of the assignment.

9. INCOME TAXES

A reconciliation of income taxes at statutory rates with the reported taxes is as follows:

The significant components of the Company`s deferred tax assets are as follows:

	April 30, 2013
Deferred tax assets (liabilities)	
Non-capital losses available for future period	$ (33,728)
Unrecognized deferred tax assets	33,728
Net deferred tax assets	$ -

The deferred tax assets have not been recognized in these financial statements as it is not probable that they will be realized.

9. INCOME TAXES (cont'd…)

The significant components of the Company`s unrecognized temporary differences and tax losses are as follows:

	April 30, 2013	Expiry Date
Temporary differences		
Non-capital losses available for future period	$ 33,728	2032

Tax attributes are subject to review, and potential adjustment by tax authorities.

10. RELATED PARTY TRANSACTIONS

The Company's related parties consist of companies owned in whole or in part by executive officers and directors as follows:

Name	Position and nature of transactions
Brian Peterson	Director
Don Gordon	CEO and CFO
DAG Consulting Corp	Common Officer

The Company incurred the following fees and expenses in the normal course of operations in connection with companies owned by key management and directors which makes up the related party balance. Expenses have been measured at the exchange amount which is determined based on actual cost. The following related party balance includes the consulting and management fees listed in the next section:

	April 30, 2013
DAG Consulting Corp	$ (12,570)
Brian Peterson	(10,870)
Total	$ (23,440)

10. RELATED PARTY TRANSACTIONS (cont'd…)

The remuneration of directors and other members of key management personnel including share-based payments during the year were as follows:

	April 30, 2013
Consulting fees	$ 12,000
Management fees	10,500
Total	$ 22,500

Transactions with other related parties:

The Company and BC0922519, its parent company, entered into the Arrangement Agreement described in Note 4. The Arrangement Agreement provides for the transfer of the Artvest License Agreement from BC0922519 to the Company, as a wholly-owned subsidiary, and the immediate distribution of a controlling interest in the common shares of the Company to the current shareholders of BC0922519. The shareholders of BC0922519 at the completion of the Arrangement Agreement will continue to collectively own the Investment, albeit through an altered corporate structure. Consequently, given that there will be no substantive change in the beneficial ownership of the purchase agreement at the time that it is transferred to the Company, the transfer will be recorded under IFRS using the historical carrying values of the purchase agreement in the accounts of BC0922519 at the time of the transfer.

11. CAPITAL DISCLOSURES

The Company's objectives when managing capital is to safeguard its ability to continue as a going concern, so that it can provide returns for shareholders and benefits for other stakeholders. The Company considers the items included in shareholders' equity and cash as capital. The Company manages the capital structure and makes adjustments to it in response to changes in economic conditions and the risk characteristics of the underlying assets. The Company's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions. To secure the additional capital necessary to pursue these plans, the Company intends to raise additional funds through the equity or debt financing. The Company is not subject to any capital requirements imposed by a regulator.

12. SEGMENTED INFORMATION

During the year ended April 30, 2013, the Company had one reportable operating segment, being the Artvest License Agreement located in one geographical segment, Canada.

13. SUBSEQUENT EVENTS

Pursuant to a letter of intent dated May 1, 2013 and executed on July 15, 2013 with Artcontent Publishing Limited ("ARTContent"), the issuer has the right to acquire all the share of ARTContent. The transaction is intended to occur as an amalgamation and the agreement may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, each three shares of the issuer or its subsidiary would be exchanged for each one share of the amalgamated company, and each single share of ARTContent would be exchanged for one share of the amalgamated company. As at August 21, 2013, the definitive agreement has not been entered into.

0941092 B.C. Ltd.

MANAGEMENT DISCUSSION AND ANALYSIS

From Incorporation Date on May 22, 2012 to April 30, 2013

As at August 28, 2013

INTRODUCTION

General

The Company was incorporated on May 22, 2012 and, pursuant to a Plan of Arrangement between the Company and 0922519 B.C. Ltd. ("BC0922519") dated October 12, 2011. BC0922519 assigned the Artvest License Agreement dated November 15, 2011 with Artvest Publishing Limited and $2,500 to form the principal business of the Company under the Arrangement agreement. As consideration for this asset, the Company issued 6,038,667 common shares, which shares were distributed to the BC0922519 Shareholders who held BC0922519 Shares on the Share Distribution Record Date on October 1, 2012. BC0922519 received shareholder approval to the arrangement at a special meeting of shareholders held on July 13, 2012.

The principal business of the Company is the development of the Artvest License Agreement with Artvest Publishing Limited as a marketing and sales company focused on soliciting suitable artists and artworks, structuring limited partnership offerings as an investment tool, marketing and selling the artwork published through auction and other channels, including donations to charitable organizations and museums. Although a reporting issuer its common shares are currently not listed on any stock exchange.

BC0941092's principal executive office is currently located at 2000, 1500 West Georgia Street, Vancouver, British Columbia, Canada V6G 2Z6. The Company's registered and records office address is 2000, 1500 West Georgia Street, Vancouver, British Columbia, Canada V6G 2Z6

Basis of Discussion & Analysis

This management discussion and analysis ("Annual MD&A") is dated as of August 28, 2013 and should be read in conjunction with the audited financial statements of the Company as at April 30, 2013 ("Audited Financial Statements").

Our discussion in this Audited MD&A is based on the Audited Financial Statements. The Audited Financial Statements, have been prepared in accordance with International Accounting Standards ("IAS") 1, "Presentation of Financial Statements" using accounting policies consistent with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC").

The Audited Financial Statements have been prepared on a historical cost basis except for certain financial assets measured at fair value as explained in the accounting policies set out in Note 3. In addition, these financial statements have been prepared using the accrual basis of accounting, except for cash flow information. The comparative figures presented in these financial statements are in accordance with IFRS.

All statements other than statements of historical fact in this Annual MD&A are forward-looking statements. These statements represent the Company's intentions, plans, expectations and beliefs as of the date hereof, and are subject to risks, uncertainties and other factors of which many are beyond the control of the Company. These factors could cause actual results to differ materially from such forward-

looking statements. Readers should not place undue reliance on these forward-looking statements. The Company undertakes no obligation to publicly revise these forward-looking statements to reflect subsequent events or circumstances.

Significant Accounting Policies

Significant accounting judgments and estimates

The preparation of these financial statements requires management to make judgements and estimates that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these judgements and estimates. The financial statements include judgements and estimates that, by their nature, are uncertain. The impacts of such judgements and estimates are pervasive throughout the financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and the revision affects both current and future periods.

Significant assumptions about the future and other sources of judgements and estimates that management has made at the statement of financial position date that could result in a material adjustment to the carrying amounts of assets and liabilities, in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

i) Recovery of deferred tax assets

Judgment is required in determining whether deferred tax assets are recognized on the statement of financial position. Deferred tax assets, including those arising from un-utilized tax losses require management to assess the likelihood that the Company will generate taxable earnings in future periods, in order to utilize recognized deferred tax assets. Estimates of future taxable income are based on forecast cash flows from operations and the application of existing tax laws in each jurisdiction. To the extent that future cash flows and taxable income differ significantly from estimates, the ability of the Company to realize the net deferred tax assets recorded at the reporting date could be impacted.

Additionally, future changes in tax laws in the jurisdictions in which the Company operates could limit the ability of the Company to obtain tax deductions in future periods.

ii) Contingencies

By their nature, contingencies will only be resolved when one or more future events occur or fail to occur. The assessment of contingencies inherently involves the exercise of significant judgment and estimates of the outcome of future events.

Determination of functional currency

The functional currency is the currency of the primary economic environment in which the entity operates. Management has determined that the functional currency for the Company is the Canadian dollar. The functional currency determination was conducted through an analysis of the consideration factors identified in IAS 21, *The Effects of Changes in Foreign Exchange Rates*.

Foreign exchange

Transactions in currencies other than the Canadian dollar are recorded at exchange rates prevailing on the dates of the transactions. At the end of each reporting period, the monetary assets and liabilities of the Company that are denominated in foreign currencies are translated at the rate of exchange at the statement of financial position date while non-monetary assets and liabilities are translated at historical rates. Revenues and expenses are translated at the exchange rates approximating those in effect on the date of the transactions. Exchange gains and losses arising on translation are recognized through profit or loss.

Financial instruments

Financial assets

The Company classifies its financial assets into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Loans and receivables - These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments - These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized through profit or loss.

Available-for-sale - Non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in equity. Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized through profit or loss.

The Company has not classified any financial assets as held-to-maturity or available for sale.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets, which are described above.

Financial liabilities

The Company classifies its financial liabilities into one of two categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Other financial liabilities: This category includes promissory notes, amounts due to related parties and accounts payables and accrued liabilities, all of which are recognized at amortized cost. The Company's trade payables and other liabilities are classified as other financial liabilities.

Impairment

At the end of each reporting period, the Company's assets are reviewed to determine whether there is any indication that those assets may be impaired. If such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use. Fair value is determined as the amount that would be obtained from the sale of the asset in an arm's length transaction between knowledgeable and willing parties. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in the profit or loss for the period. For an asset that does not generate largely independent cash inflows, the recoverable amount is determined for the cash generating unit to which the asset belongs.

Where an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but to an amount that does not exceed the carrying amount that would have been determined had no impairment loss been recognized

for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

Loss per share

The Company presents basic loss per share for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is anti-dilutive.

Income taxes

Income tax is recognized in profit or loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax expense is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at period end, adjusted for amendments to tax payable with regards to previous years.

Deferred tax is recorded based on temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The following temporary differences are not provided for: goodwill not deductible for tax purposes; the initial recognition of assets or liabilities that affect neither accounting or taxable loss; and differences relating to investments in subsidiaries to the extent that they will probably not reverse in the foreseeable future. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the statement of financial position date.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized.

Additional income taxes that arise from the distribution of dividends are recognized at the same time as the liability to pay the related dividend. Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Future accounting pronouncements

A number of new standards, amendments to standards and interpretations are not yet effective as at April 30, 2013, and have not been applied in preparing the financial statements. The Company has not early adopted any of these standards and is currently evaluating the impact, if any, that these standards might have on its financial statements.

The IASB amended the disclosure requirements in IFRS 7, "Financial Instruments: Disclosure" to require information about all recognized financial instruments that are set off in accordance with paragraph 42 of IAS 32 "Financial Instruments: Presentation".

The IASB believes that these disclosures will allow financial statement users to evaluate the effect or potential effect of netting arrangements, including rights of set-off associated with an entity's recognized financial assets and recognized financial liabilities, on the entity's financial position.

The amended standard is effective for annual periods beginning on or after January 1, 2013.

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It also establishes disclosures about fair value measurement. Under existing IFRS, guidance on measuring and disclosing fair value is dispersed among the specific standards requiring fair value measurements and in many cases does not reflect a clear measurement basis or consistent disclosures. The new converged fair value framework is effective for annual periods beginning on or after January 1, 2013.

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IFRS 10 requires an entity to consolidate an investee when it is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Under existing IFRS, consolidation is required when an entity has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. IFRS 10 replaces SIC-12 Consolidation—Special Purpose Entities and parts of IAS 27 Consolidated and Separate Financial Statements.

IFRS 11 requires a venturer to classify its interest in a joint arrangement as a joint venture or joint operation. Joint ventures will be accounted for using the equity method of accounting whereas for a joint operation the venture will recognize its share of the assets, liabilities, revenue and expenses of the joint operation. Under existing IFRS, entities have the choice to proportionately consolidate or equity account for interests in joint ventures. IFRS 11 supersedes IAS 31, Interests in Joint Ventures, and SIC-13, Jointly Controlled Entities—Non-monetary Contributions by Venturers.

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Interest-bearing loans and other borrowings are recognized initially at fair value less related transaction costs. Subsequent to initial recognition, interest-bearing borrowings are stated at amortized cost with any difference between cost and redemption value being recognized in the income statement over the period of borrowings on an effective interest basis.

Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation estimated at the end of each reporting period, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows. When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, the receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount receivable can be measured reliably.

Share capital

Common shares are classified as equity. Transaction costs directly attributable to the issue of common shares and share purchase options are recognized as a deduction from equity, net of any tax effects.

Comprehensive income (loss)

Comprehensive income (loss) is the change in the Company's net assets that results from transactions, events and circumstances from sources other than the Company's shareholders and includes items that are not included in net profit. Other comprehensive income consists of changes to unrealized gain and losses on available for sale financial assets, changes to unrealized gains and losses on the effective portion of cash flow hedges and changes to foreign currency translation adjustments of self-sustaining foreign operations during the period. Comprehensive income measures net earnings for the period plus other comprehensive income. Amounts reported as other comprehensive income are accumulated in a separate component of shareholders' equity as Accumulated Other Comprehensive Income. The Company has not had other comprehensive income since inception and accordingly, a statement of comprehensive income has not been presented.

THE COMPANY AND BUSINESS

Pursuant to a Plan of Arrangement between the Company and 0922519 B.C. Ltd. ("BC0922519") dated May 22, 2012, BC0922519 assigned the Canadian Agency and License Agreement dated November 15, 2011 with Artvest Publishing Limited and $2,500 to form the principal business of the Company under the Arrangement agreement.

Pursuant to a licensing agreement dated November 15, 2011 with Artvest Publishing Limited, BC0922519 or its assignee has agreed to market, sell and distribute limited partnership units in specific works of art in Canada, as well as market, sell and distribute published works of art. In return, BC0922519 will be entitled to a sales fee of 5% of sales of partnership units generated in Canada and 15% of all gross art sales generated in Canada, subject to meeting annual pre-determined performance criteria as follows:

Performance Date	Artists Commissioned	Gross Sales Volume
June 30, 2012	3	$5,000,000 (No sales)
June 30, 2013	6	$7,500,000
June 30, 2014	8	$10,000,000
June 30, 2015	8	$12,500,000

Subsequent to the period, the license agreement was amended to allow for additional time for development of the project and all dates were extended and then subsequently replaced with a letter of intent to amalgamate Artcontent publishing Limited with the Company.

BC0922519 completed the Plan of Arrangement registration filing on August 3, 2012 and arranged for the transfer of $2,500 cash and assigned the Canadian Agency and License Agreement prior to the final court approval. Subsequently the Company completed the share distribution on October 22, 2012 and issued 6,038,667 common shares to BC0922519, which were then re-distributed to the shareholders of BC0922519 as of record date of October 1, 2012.

ArtEditions is not carrying on any business at the present time. ArtEditions will commence its business as a marketing and sales company focused on limited edition art. In particular, the company's marketing objectives will consist of:

- initiating and developing an advertising and promotion strategy consistent with the objectives of Artvest Publishing Limited to become an internationally recognized marquee of fine artworks with significant investment potential;
- marketing and distributing limited edition prints throughout the world to selected target markets, including corporations, commercial galleries, governments, individual collectors, and auction houses;
- developing and implementing a museum program designed to enable museums to acquire works of art produced and published by Artvest Publishing Limited;
- establishing a donation program with the National Gallery of Canada to regularly donate selected limited edition prints published by Artvest Publishing Limited;
- enhancing the value of an artist's work by promoting the caliber and credentials of the artist;
- initiating a corporate art program with large corporations who purchase 100% of a limited series and donate the art to various targeted museums under the provisions of the Cultural Property Act; and
- developing marketing materials to be used by Artvest Publishing Limited.

ArtEditions's principal business is the development of the Canadian Agency and License Agreement with Artvest Publishing Limited. ArtEditions may also acquire additional licensing opportunities. Accordingly, ArtEditions's financial success may be dependent upon the extent to which it can successfully market and sell art under the Canadian Agency and License Agreement and the economic viability of acquiring or developing any such additional opportunities

SELECTED ANNUAL INFORMATION

STATEMENT OF LOSS AND COMPREHENSIVE LOSS
From May 22, 2012 to April 30, 2013

	April 30, 2013
EXPENSES	
Professional fees	$ 7,585
Consulting fees	12,000
Management fees	10,500
Regulatory and Transfer Agency Fees	3,643
LOSS AND COMPREHENSIVE LOSS FOR THE YEAR	$ (33,728)

Pursuant to a letter of intent dated May 1, 2013 and executed on July 15, 2013 with Artcontent Publishing Limited ("ARTContent"), the issuer has the right to acquire all the share of ARTContent. The transaction is intended to occur as an amalgamation and the agreement may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, each three shares of the issuer or its subsidiary would be exchanged for each one share of the amalgamated company, and each single share of ARTContent would be exchanged for one share of the amalgamated company. As at August 28, 2013, the definitive agreement has not been entered into.

Additional Disclosure for Venture issuers without Significant Revenue

Professional Fees include $1,585 for bookkeeping and administration costs to contractors to maintain the company accounting and reporting system and auditing and related fees of $6,000. $3,643 in regulatory and transfer agency fees is fees to CDS and SEDAR combined.

Management fees of $10,500 are to Brian Peterson Director as described in the section below Related Parties, and Consulting Fees of $12,000 are to DAG Consulting Corp. a company owned and controlled by Don Gordon, CEO and CFO.

LIQUIDITY AND CAPITAL RESOURCES

Financial Position

	April 30, 2013
ASSETS	
Current	
Taxes recoverable	$ 3,163
LIABILITIES	
Current	
Accounts payable and accrued liabilities (Note 6)	$ 10,951
Due to related parties (Note 10)	23,440
	34,391
SHAREHOLDERS' EQUITY	
Share capital (Note 7)	2,500
Deficit	(33,728)
	(31,228)
	$ 3,163

Changes in Cash Position

	From May 22, 2012, date of Incorporation to April 30, 2013
	$
Cash (used in)/ Provided by:	
Net cash provided by (used in) operating activities	(2,500)
Net cash provided by financing activities	2,500
Net cash used in investing activities	--
Change in cash	--
Cash, beginning of the period	--
Cash, end of the period	**--**

The Company's Director and CEO provided necessary working capital for direct payment of obligations as they became due in addition to the $2,500 provided on startup on completion of the Plan of Arrangement and accordingly there was no cash position in the Company.

RESULTS OF OPERATIONS AND SUMMARY OF QUARTERLY RESULTS

	For the Three Months Ended January 31, 2012	**For the Three Months Ended January 31, 2012**	**From May 22, 2012, date of Incorporation to October 31, 2012**	**From May 22, 2012, date of Incorporation to April 30, 2013**
Expenses	**$**	**$**	**$**	**$**
Management & Consulting Fees	6,000	10,500	6,000	22,500
Professional Fees	6000	1,585	-	7,585
Regulatory and Transfer Agency Fees		3,018	625	3,644

Net loss and total comprehensive loss for the period	**12,000**	**15,103**	**6,625**	**33,728**

The Company has not commenced operations and there were no operations for the year ended April 30, 2013.

FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company's financial instruments consist of accrued liabilities; the fair values of which are considered to approximate their carrying value due to their short-term maturities or ability of prompt liquidation.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Strategic and operational risks are risks that arise if the Company fails to carry out sales under its Agency and license agreement and the economic viability of achieving a level of sufficient sales and/or to raise sufficient equity and/or debt financing in financing the market development. These strategic opportunities or threats arise from a range of factors, which might include changing economic and political circumstances and regulatory approvals and competitor actions. The risk is mitigated by consideration of other potential development opportunities and challenges which management may undertake.

Credit risk is the risk that one party to a financial instrument will cause a loss for the other party by failing to discharge an obligation. The Company is subject to normal industry credit risks. Therefore, the Company believes that there is minimal exposure to credit risk.

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at April 30, 2013, the Company had cash balance of $NIL and current liabilities of $34,391. All of the Company's financial liabilities have contractual maturities of less than 30 days, and are subject to normal trade terms. Management is considering different alternatives to secure adequate debt or equity financing to meet the Company short term and long term cash requirement.

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates is currently immaterial.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because c the Company's exposure to currency risk is minimal.

Share Capital

The total number of common shares issued and outstanding as at April 30, 2013 was 6,038,667 and remains at that as at the date of this report.

Future Cash Requirements

The Company's future capital requirements will depend on many factors, including, among others, cash flow from operations. Should the Company pursue other business opportunities, the Company may need to raise additional funds through debt or equity financing. If additional funds are raised through the issuance of equity securities, the percentage ownership of current shareholders will be reduced and such equity securities may have rights, preferences, or privileges senior to those of the holders of the Company's common stock. No assurance can be given that additional financing will be available, or that it can be obtained on terms acceptable to the Company and its shareholders. Accordingly, the Company is investigating various business opportunities that ideally will increase the Company's positive cash flow.

RELATED PARTY TRANSACTIONS

The Company and BC0922519, its parent company, entered into the Arrangement Agreement described in Note 4. The Arrangement Agreement provides for the transfer of the Artvest License Agreement from BC0922519 to the Company, as a wholly-owned subsidiary, and the immediate distribution of a controlling interest in the common shares of the Company to the current shareholders of BC0922519. The shareholders of BC0922519 at the completion of the Arrangement Agreement will continue to collectively own the Investment, albeit through an altered corporate structure. Consequently, given that there will be no substantive change in the beneficial ownership of the purchase agreement at the time that it is transferred to the Company, the transfer will be recorded under IFRS using the historical carrying values of the purchase agreement in the accounts of BC0922519 at the time of the transfer

The Company's related parties consist of companies owned in whole or in part by executive officers and directors as follows:

Name	Position and nature of transactions
Brian Peterson	Director
Don Gordon	CEO and CFO
DAG Consulting Corp	Common Officer

The Company incurred the following fees and expenses in the normal course of operations in connection with companies owned by key management and directors which makes up the related party balance. Expenses have been measured at the exchange amount which is determined based on actual cost. The following related party balance includes the consulting and management fees listed in the next section:

	April 30, 2013
DAG Consulting Corp	$ (12,570)
Brian Peterson	(10,870)
Total	$ (23,440)

The remuneration of directors and other members of key management personnel including share-based payments during the year were as follows:

	April 30, 2013
Consulting fees	$ 12,000
Management fees	10,500
Total	$ 22,500

Proposed Transactions

No share purchase warrants and stock options were ever granted, outstanding, or exercised as at the Effective Date of the Arrangement of October 22, 2012 in BC0922519 and accordingly no adjustment was made for any such commitments.

On October 22, 2012, the Company completed all outstanding obligations required of the Arrangement Agreement by issuing 6,038,667 common shares to the shareholders of BC0922519; as a result the Company became a reporting issuer in the jurisdictions of British Columbia and Alberta

RISKS AND UNCERTAINTIES

Start Up Venture

As a start up venture the Company's prospects are affected by the risks, expenses, and difficulties frequently encountered by companies in the growth stage, particularly companies in highly competitively markets. As an early growth-stage company, the risks faced by ArtVest include, but are

not limited to, evolving and unpredictable business models and growth management. To address these risks, the Company must, among other things, expand its customer base, implement and successfully execute its business and marketing strategy, continue to develop and upgrade its processes and art inventory, provide superior service to customers, respond to competitive developments, and attract, retain, and motivate qualified personnel. There is no assurance that it can be profitable in the future.

The success of the Company is dependent upon certain factors that may be beyond the Company's control. ArtVest will be a marketing and sales company focused on soliciting suitable artists and artworks for commission, marketing and selling limited partnership units to raise capital for producing specific limited edition works of art, preparing due diligence reviews for third parties, structuring limited partnership offerings as an investment tool, marketing and selling the art published through auction and other channels, and identifying charitable organizations suitable for funding. There is no assurance that it can raise the funds by Limited Partnership Offering, that it can sell the art that is produced or that it can locate and secure agreement with enough charitable institutions to facilitate donation needs of art acquired by its investors.

Government Regulation

Much of the Company's marketing plan depends on favourable treatment under the Income tax act of deductibility of expenses to Limited Partners, Acceptable donation to Canadian Cultural Institutions as prescribed under the Income tax act, and favourable treatment on winding up the partnership such that shares of a public corporation may be used in return for unsold art. To the extent the tax provisions change or an unfavourable interpretation of the plan is taken by authorities then the ability to execute the plan may be limited.

Production Risks

The core asset of the Company is the contracts with well known established artists to produce art specific to its offering. The budget to produce the art and the availability of the artist to produce the requested works on time and on standard are not guaranteed and there is no assurance that the art can be produced as planned, which may affect profitability.

Customer Pricing

Demand for art is needed ultimately to create revenue and valuation for the produced works. Art demand is subject to variation correlated to the general level of activity in the economy and the demand for what may be perceived as a luxury good or an illiquid investment.

Uninsured Risks

The Company may carry insurance to protect against certain risks in such amounts as it considers adequate. Risks not insured against include lost records, loss or damage or other hazards against which such corporations cannot insure or against which they may elect not to insure.

Conflicts of Interest

Certain of the directors of the Company also serve as directors and/or officers of other companies involved in marketing and financial corporations. Consequently, there exists the possibility for such directors to be in a position of conflict. Any decision made by such directors involving the Company will be made in accordance with their duties and obligations to deal fairly and in good faith with the Company and such other companies. In addition, such directors will declare, and refrain from voting on, any matter in which such directors may have a conflict of interest.

ADDITIONAL INFORMATION

Additional information pertaining to the Company is available on the SEDAR website at www.sedar.com.

0941092 B.C. Ltd.

Unaudited Condensed Interim Financial Statements

For the Three Months Period from November 1, 2013 to January 31, 2014

(Expressed in Canadian dollars)

0941092 B.C. Ltd.

NOTICE OF NO AUDITOR REVIEW OF CONDENSED FINANCIAL STATEMENTS

Under National Instrument 51-102, Part 4, subsection 4.3(3) (a), if an auditor has not performed a review of the condensed financial statements; the statements must be accompanied by a notice indicating that the financial statements have not been reviewed by an auditor. The company's independent auditor has not performed a review of these financial statements in accordance with standards established by the Canadian Institute of Chartered Accountants for a review of financial statements by an entity's auditor.

Management has prepared the information and representations in this interim report. The condensed financial statements have been prepared in accordance with International Financial Reporting Standards and, where appropriate, reflect management's best estimates and judgment. The financial information presented throughout this report is consistent with the data presented in the condensed financial statements.

The company maintains adequate systems of internal accounting and administrative controls, consistent with reasonable cost. Such systems are designed to provide reasonable assurance that relevant and reliable financial information is produced.

"Brian Peterson"
Chief Executive Officer, Chief Financial Officer

Vancouver, BC
April 1st, 2014

0941092 B.C. Ltd.
Unaudited Interim Statement of financial position
(Expressed in Canadian dollars)

	January 31, 2014 $	For the year ended April 30, 2013 $
Assets		
Current		
Cash	-	-
Taxes recoverable	5,638	3,163
Total Assets	**5,638**	**3,163**
Liabilities and Shareholders' Equity		
Current Liabilities:		
Bank overdraft	6	-
Accrued liabilities	11,124	10,951
Due to related parties (Note 9)	80,437	23,440
	91,567	**34,391**
Shareholders' Equity:		
Capital stock (Note 5)	2,500	2,500
Deficit	(88,429)	(33,728)
	(85,929)	**(31,228)**
Total Liabilities and Shareholders' Equity	**5,638**	**3,163**

Nature and Continuance of Operations (Note 1)
Corporate Restructuring and Commitment (Note 4)
Subsequent Events (Note 11)

Approved and authorized for issue by the Board of Directors on April 1st, 2014

"Brian Peterson"

Brian Peterson, Director

The accompanying notes are an integral part of these Unaudited Condensed Interim Financial Statements

0941092 B.C. Ltd.

Unaudited Annual Statement of Comprehensive Loss

For the Three Months Period from November 1, 2013 to January 31, 2014
(Expressed in Canadian dollars)

	For the Three Month Periods ended January 31, 2014	For the Three Month Periods ended January 31, 2013
	$	$
Expenses		
Professional Fees	870	15,085
Consulting Fees	6,608	-
Management Fees	-	3,000
Regulatory and Transfer Agency Fees	71	3,019
Net loss and total comprehensive loss for the period	**(7,549)**	**(21,104)**
Basic and diluted loss per common share	**0.0013**	**0.003**
Weighted average number of common shares outstanding	**6,038,667**	**6,038,667**

The accompanying notes are an integral part of these Unaudited Condensed Interim Financial Statements

0941092 B.C. Ltd.

Unaudited Annual Statement of Changes in Equity

(Expressed in Canadian dollars except the number of shares)

	Number of Outstanding Shares	Share Capital	Reserves	Deficit	Total Shareholders' Equity
		$	$	$	$
Share issued for cash on incorporation	1	1	-	-	1
Shares issued on plan of arrangement August 3, 2012	6,038,667	2,500	-	-	2,500
Cancel incorporation shares		(1)			(1)
Net loss for the three months period ended April 30, 2013	-	-	-	(38,728)	(33,728)
Balance, April 30, 2013	6,038,667	2,500	-	(33,728)	(31,228)
Net loss for the three months period ended July 31, 2013	-	-	-	(21,088)	(21,028)
Balance, July 31, 2013	6,038,667	2,500	-	(54,816)	(52,256)
Net loss for the three months period ended October 31, 2013	-	-	-	(47,151)	(47,151)
Balance, October 31, 2013	6,038,667	2,500	-	(80,880)	(78,379)
Net loss for the three months period ended January 31, 2014	-	-	-	(**7,549**)	(**7,549**)
Balance, January 31, 2014	6,038,667	2,500	-	(88,429)	(85,928)

The accompanying notes are an integral part of these Unaudited Condensed Interim Financial Statements

0941092 B.C. Ltd.

Unaudited Annual Statement of Cash Flows

For the Three Months Period from November 1, 2013 to January 31, 2014
(Expressed in Canadian dollars)

	For the Three Months Ended January 31, 2014 $	For the Three Months Ended January 31, 2013 $
Cash (used in) /provided by:		
Operating activities		
Net loss for the period	(**7,549**)	(21,104)
Change in non-cash working capital components		
Tax Recoverable	(46)	-
Accrued liabilities	(2,846)	11,156
Due to related party	10,435	11,760
Net cash provided by (used in) operating activities	(6)	22,916
Financing activities		
Share issuance	-	2,499
Net cash provided by financing activities	-	2,499
Investing activity	-	(4,311)
Net cash used in investing activities	-	(4,311)
Change in cash	(6)	(1)
Cash , beginning of the period	-	1
Cash, end of the period	(6)	-

Cash paid during the period for interest expense	**-**
Cash paid during the period for income taxes	**-**

1. NATURE AND CONTINUANCE OF OPERATIONS

0941092 B.C. Ltd. (the "Company") was incorporated on May 22, 2012 and, pursuant to a Plan of Arrangement between the Company and 0922519 B.C. Ltd. ("BC0922519") dated October 12, 2011. BC0922519 assigned the Artvest License Agreement dated November 15, 2011 with Artvest Publishing Limited and $2,500 to form the principal business of the Company under the Arrangement agreement. In exchange for the License Agreement, the Company issued 6,038,667 common shares, as determined in the Plan of Arrangement, which shares were distributed to the BC0922519 Shareholders of Record Date on October 1, 2012. BC0922519 received shareholder approval to the arrangement at a special meeting of shareholders held on July 13, 2012. On completing the Plan of Arrangement registration filing the Company arranged for the transfer of $2,500 cash (completed) and assigned the Artvest License Agreement after the final court approval. The principal business of the Company will be the development of the Artvest License Agreement with Artvest Publishing Limited as a marketing and sales company focused on soliciting suitable artists and artworks, structuring limited partnership offerings as an investment tool, marketing and selling the artwork published through auction and other channels, including donations to charitable organizations and museums.

These unaudited condensed interim financial statements have been prepared on the basis of accounting principles applicable to a going concern which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than through a process of forced liquidation. The Company's continuing operations, as intended, and its financial success may be dependent upon the extent to which it can successfully market and sell art under the Artvest License Agreement and the economic viability of acquiring or developing any such additional licensing opportunities.

The success of the Company is dependent upon certain factors that may be beyond managements control such as the market acceptance of the art sold and the availability of discretionary consumer spending on art.

These unaudited condensed interim financial statements do not include any adjustments relating to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should the Company be unable to continue in existence.

2. BASIS OF PRESENTATION

Statement of compliance to international financial reporting standards

These financial statements have been prepared in accordance with International Accounting Standards ("IAS") 1, "Presentation of Financial Statements" using accounting policies consistent with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations issued by the International Financial Reporting Interpretations Committee ("IFRUC").

2. BASIS OF PRESENTATION (Continued)

The financial statements have been prepared in accordance with International Accounting Standard (IAS) 34, Interim Financial Reporting, as issued by the International Accounting Standards Board (IASB), and as such do not include all of the information required for full annual financial statements.

These financial statements have been prepared on a historical cost basis except for certain financial assets measured at fair value as explained in the accounting policies set out in Note 3. In addition, theses financial statements have been prepared using the accrual basis of accounting, except for case flow information. The comparative figures presented in these financial statements are in accordance with IFRS.

These financial statements were authorized by the audit committee and board of directors of the Company on March 18th, 2014.

Use of estimates and judgements

The preparation of the financial statements requires management to make certain estimates, judgements and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statement. Actual results could differ from these estimates.

Significant assumptions about the future and other sources of estimation uncertainty that management has made at the end of the reporting year, that could result in a material adjustment to the carrying amounts of assets and liabilities in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

i) Recovery of deferred tax assets

Judgement is required in determining whether deferred tax assets are recognized on the statement of financial position. Deferred tax assets, including those arising from un-utilized tax losses require management to assess the likelihood that the Company will generate taxable earnings in future periods, in order to utilize recognized deferred tax assets. Estimates of future taxable income are based on forecast cash flows from operations and the application of existing tax laws in each jurisdiction. To the extent that future cash flows and taxable income differ significantly from estimates, the ability of the Company to realize the net deferred tax assets recorded at the reporting date could be impacted.

Additionally, future changes in tax laws in the jurisdictions in which the Company operates could limit the ability of the Company to obtain tax deductions in future periods.

ii) Contingencies

By their nature, contingencies will only be resolved when one or more future events occur or fail to occur. The assessment of contingencies inherently involves the exercise of significant judement and estimates of the outcome of future events.

2. BASIS OF PRESENTATION (Continued)

Determination of functional currency

The functional currency is the currency of the primary economic environment in which the entity operates. Management has determined that the functional currency for the Company is the Canadian dollar. The functional currency determination was conducted through an analysis of he consideration factors identified in IAS 21, *The Effects of Changes in Foreign Exchange Rates.*

3. SIGNIFICANT ACCOUNTING POLICIES

Foreign exchange

Transactions in currencies other than the Canadian dollar are recorded at exchange rates prevailing on the dates of the transactions. At the end of each reporting period, the monetary assets and liabilities of the Company that are denominated in foreign currencies are translated at the rate of exchange at the statement of financial position date while non-monetary assets and liabilities are translated at historical rates. Revenues and expenses are translated at the exchange rates approximating those in effect on the date of the transactions. Exchange gains and losses arising on translation are recognized through profit or loss.

Financial instruments

Financial assets

The Company classifies its financial assets into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss – This category comprises derivatives, or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Loans and receivables – These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for

impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments – These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized through profit or loss.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Financial instruments

Financial assets

Available - for-sale – Non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in equity. Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized through profit or loss.

The Company has not classified any financial assets as held-to-maturity or available for sale.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets, which are described above.

Financial liabilities

The Company classifies its financial liabilities into one of two categories, depending on the purpose for which the asset was acquired. The company's accounting policy for each category is as follows:

Fair value through profit or loss – This category comprises derivatives, or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Other financial liabilities: This category includes promissory notes, amounts due to related parties and accounts payable and accrued liabilities, all of which are recognized at amortized cost. The Company's trade payables and other liabilities are classified as other financial liabilities.

Impairment

At the end of each reporting period, the Company's assets are reviewed to determine whether there is any indication that those assets maybe impaired. If such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use. Fair value is determined as the

amount that would be obtained from the sale of asset in an arm's length transaction between knowledgeable and willing parties. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the assets is reduced to its recoverable amount and the impairment loss is recognized in the profit or loss for the period. For an asset that does not generate largely independent cash inflows, the recoverable amount is determined for the cash generating unit to which the asset belongs.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Impairment (continued)

That does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

Loss per share

The Company presents basic loss per share for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is anti-dilutive.

Income taxes

Income tax is recognized in profit or loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax expense is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at period end, adjusted for amendments to tax payable with regards to previous years.

Deferred tax is recorded based on temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The following temporary differences are not provided for: goodwill not deductible for tax purposes; the initial recognition of assets or liabilities that affect neither accounting or taxable loss; and differences relating to investments in subsidiaries to the extent that they will probably not reverse in the foreseeable future. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the statement of financial position date.

A deferred tax asset is recognized only to the extent that it is probably that future taxable profits will be available against which the asset can be utilized.

Additional income taxes that arise from the distribution of dividends are recognized at the same time as the liability to pay the related dividend. Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Future accounting pronouncements

A number of new standards, amendments to standards and interpretations are not yet effective as at January 31, 2014, and have not been applied in preparing the financial statements. The Company has not early adopted any of these standards and is currently evaluation the impact, if any, that these standards might have on its financial statements.

The IASB amended the disclosure requirements in IFRS 7, "Financial Instruments: Disclosure" to require information about all recognized financial instruments that are set off in accordance with paragraph 42 of IAS 32 "Financial Instruments: Presentation".

The IASB believes that these disclosures will allow financial statement users to evaluate the effect or potential effect of netting arrangements, including rights of set-off associated with an entity's recognized financial assets and recognized financial liabilities, on the entity's financial position.

The amended standard is effective for annual periods beginning **on or after January 1. 2013.**

"Fair Value Measurement", is a comprehensive standard for fair value measurement and disclosure requirements for sue across all IFRS standards. The new standard clarifies that fair value is the price that would be received to sell an asset, or paid to transfer a liability in an orderly transaction between market participants, at the measurement date.

It also establishes disclosures about fair value measurement. Under existing IFRS, guidance on measuring and disclosing fair value is dispersed among the specific standards requiring fair value measurements and in many cases does not reflect a clear measurement basis or consistent disclosures. The new converged fair value framework is effective for annual periods beginning on or after January 1, 2013.

The IASB also issued the following new and revised standards addressing the accounting for consolidation, involvements in joint arrangement and disclosure of involvements with other entities- these five standards must e adopted concurrently and are effective for annual periods beginning on or after January 1, 2013.

In May 2011, the IASB issued the following standards which have not yet been adopted by the Company: IFRS 10, Consolidated Financial Statements ("IFRS 10"), IFRS 11, Joint Arrangements ("IFRS 11"), IFRS 12, Disclosure of Interests in Other Entities ("IFRS 12"), IAS 27, Separate Financial Statements ("IAS 27"), IFRS 13, Fair Value Measurement ("IFRS 13") AND AMENDED IAS 28, Investments in Associates and Joint Ventures ("IAS 28"). Each of the new standards is effective for annual periods beginning on or after January 1, 2013 with early adoption permitted. The Company has not yet begun the process of assessing the impact that the new and amended standards will have on its financial statements or whether to early adopt any of the new requirements. The following is a brief summary of the new standards:

IFRS 10 requires and entity to consolidate an investee when it is exposed, or has rights, to variable returns from its involvement with the investee and has the ability to affect those returns through its power over the investee. Under existing IFRS, consolidation is required when an entity has the power to govern the financial and operating policies of an entity so as to obtain benefits from its activities. IFRS 10 replaces SIC-12 Consolidation – Special Purpose Entities and parts of IAS 27 Consolidated and Separate Financial Statements.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Future accounting pronouncements

IFRS 11 requires a venturer to classify its interest in a joint arrangement as a joint venture or joint operation. Joint ventures will be accounted for using the equity method of accounting whereas for a joint operation the venture will recognize its share of the assets, liabilities, revenue and expenses of the joint operation. Under existing IFRS, entities have the choice to proportionately consolidate or equity account for interests in joint ventures. IFRS 11 supersedes IAS 31, Interest in Joint Ventures, and ISC-13, Jointly Controlled Entities – Non-monetary Contributions by Venturers.

IFRS 12 establishes disclosure requirements for interest in other entities, such as joint arrangements, associates, and special purpose vehicles and off balance sheet vehicles. The standards carries forward existing disclosures and also introduces significant additional disclosure requirements that address the nature of, and risks associated with, an entity's interest in other entities.

IFRS 13 is a comprehensive standard for fair values measurement and disclosure requirements for sue across all IFRSs. The new standard clarifies that fair value is the price that would be received to sell an asset, or paid to transfer a liability in an orderly transaction between market participants, at the measurement date. It also establishes disclosures about fair value measurement. Under existing IFRS, guidance on measuring and disclosing fair value is dispersed among the specific standards requiring fair value measurements and in many cases does not reflect a clear measurement basis or consistent disclosures.

In addition, there have been amendments to existing standards, including IAS 27 and IAS 28. IAS 27 addresses accounting for subsidiaries, jointly controlled entities and associates in non-consolidated financial statements. IAS 28 has been amended to include joint ventures in its scope and to address the changes in IFRS 10-13.

Interest-bearing loans and other borrowings

Interest-bearing loans and other borrowings are recognized initially at fair value less related transaction costs. Subsequent to initial recognition, interest-bearing borrowings are stated at amortized cost with any difference between cost and redemption value being recognized in the income statement over the period of borrowings on an effective interest basis.

Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation estimated at the end of each reporting period, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amounts is the present value of those cash flows. When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, the receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount receivable can be measured reliably.

3. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Share capital

Common shares are classified as equity. Transaction costs directly attributable to the issue of common shares and share purchase options are recognized as a deduction from equity, net of any tax effects.

Comprehensive income (loss)

Comprehensive income (loss) is the change in the Company's net assets that results from transactions, events and circumstances from sources other than the Company's shareholders and included items that are not included in net profit. Other comprehensive income consists of changes to unrealized gain and losses on available for sale financial assets, changes to unrealized gains and losses on the effective portion of cash flow hedges and changes to foreign currency translation adjustments of self-sustaining foreign operations during the period. Comprehensive income measures net earnings for the period plus other comprehensive income. Amounts reported as other comprehensive income are accumulated in a separated component of shareholders' equity as Accumulated Other Comprehensive Income. The Company has not had other comprehensive income since inception and accordingly, a statement of comprehensive income has not been presented.

4. CORPORATE RESTRUCTRUING AND COMMITMENT

The Company and BC0922519 entered into the Arrangement Agreement on May 22, 2012 to conduct a corporate restructuring by way of a statutory plan of arrangement (the "Plan of Arrangement") to transfer BC0922519's interest in the Artvest License Agreement and $2,500 cash to the Company (the "Transfer") which were completed on August 3, 2012. As consideration for the

Transfer, the Company issued 6,038,667 common shares to shareholders of BC0922519 ("Distributed Shares"). The Arrangement Agreement was approved by the Supreme Court of British Columbia on August 3, 2012 and by BC0922519's shareholders on July 6, 2012.

As a result, the Transfer was executed and the Company issued the Distributed Shares to shareholders of BC0922519 as of record date of October 1, 2012 and the Company was spun out from BC0922519.

Pursuant to the Plan of Arrangement, BC0922519's outstanding share purchase warrants and stock options at the Effective Date of the Arrangement, entitled their holders to acquire common shares of the Company based on the exchange factor, being the number arrived at by dividing 6,038,667 by the number of issued common shares of BC0922519 as of the Share Distribution Record Date (defined by the arrangement agreement). No share purchase warrants and stock options are outstanding in BC0922519.

5. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company's financial instruments consist of accrued liabilities; the fair values of which are considered to approximate their carrying value due to their short-term maturities or ability of prompt liquidation.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Strategic and operational risks are risks that arise if the Company fails to carry out sales under its Agency and License agreement and the economic viability of achieving a level of sufficient sales and/or to raise sufficient equity and/or debt financing in financing the market development. These strategic opportunities or threats arise from a range of factors, which might include changing economic and political circumstances and regulatory approvals and competitor actions. The risk is mitigated by consideration of other potential development opportunities and challenges which management may undertake.

Credit risk is the risk that one party to a financial instrument will cause a loss fro the other party by failing to discharge an obligation. The Company is subject to normal industry credit risks. Therefore, the Company believes that there is minimal exposure to credit risk.

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at January 31, 2014, the Company had cash overdraft balance of $6 and current liabilities of $11,124. All of the Company's financial liabilities have contractual maturities of less than 30 days, and are subject to normal trade terms.

Management is considering different alternatives to secure adequate debt or equity financing to meet the Company short term and long term cash requirement.

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates is currently immaterial.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than Canadian dollar. Accrued liabilities are denominated in Canadian currency. Therefore, the Company's exposure to currency risk is minimal.

6. ACCOUNTS PAYABLE AND ACCRUED LIABILITIES

Falling due within the next twelve months		January 31, 2014
Trades payable	$	7,349
Accrued liabilities		3,775
Total	$	11,124

7. SHARE CAPITAL

a. Authorized: unlimited Common shares without par value

b. Issued and Outstanding:

	Number of Shares	Amount
Common shares issued for cash	6,038,667	$ 2,500
Balance as at January 31, 2014	6,038,667	**$ 2,500**

c. Stock Options:

The Company has adopted an incentive stock option plan (the "Option Plan") which provides that the Board of Directors of the Company may from time to time, in its discretion, and in accordance with the applicable stock exchange's requirements, grant to directors, officers, employees and consultants to the Company, non-transferable options to purchase common shares. Pursuant to the Option Plan, the number of common shares reserved for issuance will not exceed 10% of the issued and outstanding common shares of the Company. Options granted under the Option Plan can have a maximum exercise term of 5 years from the date of grant. Vesting terms will be determined at the time of grant by the Board of Directors. As at and during the three months period ended January 31, 2014, no options were granted or outstanding.

8. AGENCY AND LICENSE AGREEMENT

(Expressed in Canadian dollars)

Pursuant to a licensing agreement between Artvest Publishing Limited and BC0922519 as assignee dated as of November 15, 2011, BC0922519 has agreed to market, sell and distribute limited partnership units in specific works of art in Canada, as well as market, sell and distribute published works of art. No activity was undertaken pursuant to this agreement and it was replaced by a subsequent agreement during the period.

Pursuant to a letter of intent dated May 1, 2013, with Arecontent Publishing Limited ("ARTContent"), the issuer has replaced licensing agreement with the right to acquire all the shares of ARTContent. The transaction is intended to occur as an amalgamation and the agreement may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, shareholders of the issuer will be issued 2,000,000 shares of the resulting amalgamated company. The amalgamation agreement has not been entered into.

Fable Gold Exploration
Pursuant to a letter of intent dated May 1, 2013 and amended on May 23, 2013 with Fable Gold Exploration Inc. ("Fable"). Formerly Mongol Coal it has a high grade gold/silver exploration project in Arizona, USA. The issuer has the right to acquire all the shares of Fable. The transaction is intended to occur as an amalgamation and the agreement may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, shareholders of the issuer will be issued 2,000,000 shares of the resulting amalgamated company. The definitive agreement has not been entered into.

8. AGENCY AND LICENSE AGREEMENT (continued)

Global Energy Enhancement Corp.
Pursuant to a letter of intent dated October 28, 2013 with Global Energy Enhancement Corp. ("GEC"). Previously operating as Platinum Ridge Technologies Corp. GEC uses Terra Slicing Technology for oil and gas well recovery enhancement it provides as a service for production royalties. The issuer has the right to acquire all the shares of GEC. The transaction is intended to occur as an amalgamation and the agreement may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, shareholders of the issuer will be issued the number of shares resulting from the negotiated share exchange with GEC. The definitive agreement has not been entered into.

9. RELATED PARTY TRANSACTIONS

The Company's related parties consist of companies owned in whole or in part by executive officers and directors as follows:

Name	Position and nature of transactions
Brian Peterson	Director
Don Gordon	CEO and CFO
Bill Gordon	Director
DAG Consulting Corp	Common Officer

(Expressed in Canadian dollars)

The Company incurred the following fees and expenses in the normal course of operations in connection with companies owned by key management and directors which makes up the related party balance. Expenses have been measure at the exchange amount which is determined based on actual cost. The following related party balance includes the consulting and management fees listed in the next section:

		January 31, 2014
DAG Consulting Corp	$	48,854
Brian Peterson		21,825
Bill Gordon		9,758
Total	$	80,437

The remuneration of directors and other member s of key management personnel including share-based payments during the year were as follows:

		January 31, 2014
Consulting fees	$	6,608
Management fees		-
Total	$	6,608

Transactions with other related parties:

The Company and BC0922519, its parent company, entered into the Arrangement Agreement described in Note 4. The Arrangement Agreement provides for the transfer of the Artvest License Agreement from BC0922519 to the Company, as a wholly-owned subsidiary, and the immediate distribution of a controlling interest in the common shares of the Company to the shareholders of BC0922519 as of the share distribution record date. The shareholders of BC0922519 at the completion of the Arrangement Agreement continue to collectively own the Investment, albeit through an altered corporate structure. Consequently, given that there will be no substantive change in the beneficial ownership of the purchase agreement at the time that it is transferred to the Company, the transfer will be recorded under IFRS using the historical carrying values of the purchase agreement in the accounts of BC0922519 at the time of the transfer.

10. CAPITAL DISCLOSURES

The Company's objective when managing capital is to safeguard its ability to continue as a going concern, so that is can provide returns for shareholders and benefits for other stakeholders. The Company considers the items included in shareholders' equity and cash as capital. The Company manages the capital structure and makes adjustments to it in response to changes in economic conditions and the risk characteristics of the underlying assets. The Company's primary objective

with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions. To secure the additional capital necessary to pursue these plans, the Company intends to raise additional funds through the equity or debt financing. The Company is not subject to any capital requirements imposed by a regulator.

11. SEGMENTED INFORMATION

During the nine months period ended January 31, 2014, the Company had one reportable operating segment, being the Artvest License Agreement located in one geographical segment, Canada.

12. SUBSEQUENT EVENTS

Fable Gold Exploration

The Company has forfeited its letter of intent dated May 1, 2013 and amended on May 23, 2013 with Fable Gold Exploration Inc.

Settlement of Management and Consulting Fees

Subsequent to the period the Management Directors and Consultants agreed to eliminate the amounts owed net of cash advances as set out in note 9 to reduce the total overall and convert into shares at$.02 per share as follows:

Total Amount:

DAG Consulting Corp (Net of cash outlays)	$	45,027
Brian Peterson		21,825
Bill Gordon		9,758
Total	$	76,610

Revised amount to be converted into shares:

DAG Consulting Corp	$	26,000
Brian Peterson		15,000
Bill Gordon		9,758
Total	$	50,758

On conversion 2,537,900 shares will be issued in proportion to the revised amount converted.

0941092 B.C. Ltd.

MANAGEMENT DISCUSSION AND ANALYSIS

For the quarter ended January 31, 2014

As at April 1, 2014

INTRODUCTION

General

The Company was incorporated on May 22, 2012 and, pursuant to a Plan of Arrangement between the Company and 0922519 B.C. Ltd. ("BC0922519") dated October 12, 2011. BC0922519 assigned the Artvest License Agreement dated November 15, 2011 with Artvest Publishing Limited and $2,500 to form the principal business of the Company under the Arrangement agreement. As consideration for this asset, the Company issued 6,038,667 common shares, which shares were distributed to the BC0922519 Shareholders who held BC0922519 Shares on the Share Distribution Record Date on October 1, 2012. BC0922519 received shareholder approval to the arrangement at a special meeting of shareholders held on July 13, 2012.

Artvest

Pursuant to a licensing agreement between Artvest Publishing Limited and BC0922519 as assignee dated as of November 15, 2011, BC0922519 has agreed to market, sell and distribute limited partnership units in specific works of art in Canada, as well as market, sell and distribute published works of art. No activity was undertaken pursuant to this agreement and it was replaced by a subsequent agreement during the period.

Pursuant to a letter of intent dated May 2, 2013 and executed on July 15, 2013 with Artcontent Publishing Limited ("ARTContent"), the issuer has the right to acquire all the shares of ARTContent. The transaction is intended to occur as an amalgamation and the agreement may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, shareholders of the issuer will be issued 2,000,000 shares of the resulting amalgamated company. The amalgamation agreement has not been entered into.

Pursuant to a letter of intent dated October 28, 2013 with Global Energy Enhancement Corp. ("GEC"). Previously operating as Platinum Ridge Technologies Corp. GEC uses Terra Slicing Technology for oil and gas well recovery enhancement it provides as a service for production royalties. The issuer has the right to acquire all the shares of GEC. The transaction is intended to occur as an amalgamation and the agreement may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, shareholders of the issuer will be issued the number of shares resulting from the negotiated share exchange with GEC. The definitive agreement has not been entered into.

BC0941092's principal executive office and registered and records office address is currently located at 500, 900 West Hastings Street, Vancouver, British Columbia, Canada V6C 1E5.

Basis of Discussion & Analysis

This management discussion and analysis ("Q1 MD&A") is dated as of April 1, 2014 and should be read in conjunction with the interim three month financial statements of the Company as at January 31, 2014 ("Interim Financial Statements").

Our discussion in this Interim MD&A is based on the January 2014 Interim Financial Statements. The Interim Financial Statements, have been prepared in accordance with International Accounting Standards ("IAS") 34, Interim Financial Reporting, as issued by the International Accounting Standards Board (IASB), and as such do not include all of the information required for full annual financial statements. Unless expressly stated otherwise, all financial information is presented in Canadian dollars.

The Interim Financial Statements have been prepared on a historical cost basis except for certain financial assets measured at fair value as explained in the accounting policies set out in Note 3. In addition, these financial statements have been prepared using the accrual basis of accounting, except for cash flow information. The comparative figures presented in these financial statements are in accordance with IFRS.

All statements other than statements of historical fact in this MD&A are forward-looking statements. These statements represent the Company's intentions, plans, expectations and beliefs as of the date hereof, and are subject to risks, uncertainties and other factors of which many are beyond the control of the Company. These factors could cause actual results to differ materially from such forward-looking statements. Readers should not place undue reliance on these forward-looking statements. The Company undertakes no obligation to publicly revise these forward-looking statements to reflect subsequent events or circumstances.

Significant Accounting Policies

Significant accounting judgments and estimates

The preparation of these financial statements requires management to make judgements and estimates that affect the reported amounts of assets and liabilities at the date of the financial statements and reported amounts of expenses during the reporting period. Actual outcomes could differ from these judgements and estimates. The financial statements include judgements and estimates that, by their nature, are uncertain. The impacts of such judgements and estimates are pervasive throughout the financial statements, and may require accounting adjustments based on future occurrences. Revisions to accounting estimates are recognized in the period in which the estimate is revised and the revision affects both current and future periods.

Significant assumptions about the future and other sources of judgements and estimates that management has made at the statement of financial position date that could result in a material adjustment to the carrying amounts of assets and liabilities, in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

i) Recovery of deferred tax assets

Judgment is required in determining whether deferred tax assets are recognized on the statement of financial position. Deferred tax assets, including those arising from un-utilized tax losses require management to assess the likelihood that the Company will generate taxable earnings in future periods, in order to utilize recognized deferred tax assets. Estimates of future taxable income are based on forecast cash flows from operations and the application of existing tax laws in each jurisdiction. To the extent that future cash flows and taxable income differ significantly from

estimates, the ability of the Company to realize the net deferred tax assets recorded at the reporting date could be impacted.

Additionally, future changes in tax laws in the jurisdictions in which the Company operates could limit the ability of the Company to obtain tax deductions in future periods.

ii) Contingencies

By their nature, contingencies will only be resolved when one or more future events occur or fail to occur. The assessment of contingencies inherently involves the exercise of significant judgment and estimates of the outcome of future events.

Determination of functional currency

The functional currency is the currency of the primary economic environment in which the entity operates. Management has determined that the functional currency for the Company is the Canadian dollar. The functional currency determination was conducted through an analysis of the consideration factors identified in IAS 21, *The Effects of Changes in Foreign Exchange Rates*.

Foreign exchange

Transactions in currencies other than the Canadian dollar are recorded at exchange rates prevailing on the dates of the transactions. At the end of each reporting period, the monetary assets and liabilities of the Company that are denominated in foreign currencies are translated at the rate of exchange at the statement of financial position date while non-monetary assets and liabilities are translated at historical rates. Revenues and expenses are translated at the exchange rates approximating those in effect on the date of the transactions. Exchange gains and losses arising on translation are recognized through profit or loss.

Financial instruments

Financial assets

The Company classifies its financial assets into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Loans and receivables - These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments - These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized through profit or loss.

Available-for-sale - Non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in equity. Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized through profit or loss.

The Company has not classified any financial assets as held-to-maturity or available for sale.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets, which are described above.

Financial liabilities

The Company classifies its financial liabilities into one of two categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Other financial liabilities: This category includes promissory notes, amounts due to related parties and accounts payables and accrued liabilities, all of which are recognized at amortized cost. The Company’s trade payables and other liabilities are classified as other financial liabilities.

Impairment

At the end of each reporting period, the Company’s assets are reviewed to determine whether there is any indication that those assets may be impaired. If such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use. Fair value is determined as the amount that would be obtained from the sale of the asset in an arm’s length transaction between knowledgeable and willing parties. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in the profit or loss for the period. For an asset that does not generate

largely independent cash inflows, the recoverable amount is determined for the cash-generating unit to which the asset belongs.

Where an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but to an amount that does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

Loss per share

The Company presents basic loss per share for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is anti-dilutive.

Income taxes

Income tax is recognized in profit or loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax expense is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at period end, adjusted for amendments to tax payable with regards to previous years.

Deferred tax is recorded based on temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The following temporary differences are not provided for: goodwill not deductible for tax purposes; the initial recognition of assets or liabilities that affect neither accounting or taxable loss; and differences relating to investments in subsidiaries to the extent that they will probably not reverse in the foreseeable future. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the statement of financial position date.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized.

Additional income taxes that arise from the distribution of dividends are recognized at the same time as the liability to pay the related dividend. Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Future accounting pronouncements

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not yet begun the process of assessing the impact that the new and amended standards will have on its financial statements or whether to early adopt any of the new requirements. The following is a brief summary of the new standards:

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In addition, there have been amendments to existing standards, including IAS 27 and IAS 28. IAS 27 addresses accounting for subsidiaries, jointly controlled entities and associates in non-consolidated financial statements. IAS 28 has been amended to include joint ventures in its scope and to address the changes in IFRS 10 – 13.

Interest-bearing loans and other borrowings

Interest-bearing loans and other borrowings are recognized initially at fair value less related transaction costs. Subsequent to initial recognition, interest-bearing borrowings are stated at amortized cost with any difference between cost and redemption value being recognized in the income statement over the period of borrowings on an effective interest basis.

Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made.

The amount recognized as a provision is the best estimate of the consideration required to settle the present obligation estimated at the end of each reporting period, taking into account the risks and uncertainties surrounding the obligation. Where a provision is measured using the cash flows estimated to settle the present obligation, its carrying amount is the present value of those cash flows. When some or all of the economic benefits required to settle a provision are expected to be recovered from a third party, the receivable is recognized as an asset if it is virtually certain that reimbursement will be received and the amount receivable can be measured reliably.

Share capital

Common shares are classified as equity. Transaction costs directly attributable to the issue of common shares and share purchase options are recognized as a deduction from equity, net of any tax effects.

Comprehensive income (loss)

Comprehensive income (loss) is the change in the Company's net assets that results from transactions, events and circumstances from sources other than the Company's shareholders and includes items that are not included in net profit. Other comprehensive income consists of changes to unrealized gain and losses on available for sale financial assets, changes to unrealized gains and losses on the effective portion of cash flow hedges and changes to foreign currency translation adjustments of self-sustaining foreign operations during the period. Comprehensive income measures net earnings for the period plus other comprehensive income. Amounts reported as other comprehensive income are accumulated in a separate component of shareholders' equity as Accumulated Other Comprehensive Income. The Company has not had other comprehensive income since inception and accordingly, a statement of comprehensive income has not been presented.

THE COMPANY AND BUSINESS

Pursuant to a Plan of Arrangement between the Company and 0922519 B.C. Ltd. ("BC0922519") dated May 22, 2012, BC0922519 assigned the Canadian Agency and License Agreement dated November 15, 2011 with Artvest Publishing Limited and $2,500 to form the principal business of the Company under the Arrangement agreement.

Pursuant to a licensing agreement dated November 15, 2011 with Artvest Publishing Limited, BC0922519 or its assignee has agreed to market, sell and distribute limited partnership units in specific works of art in Canada, as well as market, sell and distribute published works of art.

BC0922519 completed the Plan of Arrangement registration filing on August 3, 2012 and arranged for the transfer of $2,500 cash and assigned the Canadian Agency and License Agreement prior to the final

court approval. Subsequently the Company completed the share distribution on October 22, 2012 and issued 6,038,667 common shares to BC0922519, which were then re-distributed to the shareholders of BC0922519 as of record date of October 1, 2012.

Pursuant to a letter of intent dated May 1, 2013, with Artcontent Publishing Limited ("ARTContent"), the issuer has replaced licensing agreement with the right to acquire all the shares of ARTContent. The transaction is intended to occur as an amalgamation and the agreement may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, shareholders of the issuer will be issued 2,000,000 shares of the resulting amalgamated company. The amalgamation agreement has not been entered into.

The business of Artcontent includes:

- initiating and developing an advertising and promotion strategy consistent with the objectives of Artvest Publishing Limited to become an internationally recognized marquee of fine artworks with significant investment potential;
- marketing and distributing limited edition prints throughout the world to selected target markets, including corporations, commercial galleries, governments, individual collectors, and auction houses;
- developing and implementing a museum program designed to enable museums to acquire works of art produced and published by Artvest Publishing Limited;
- establishing a donation program with the National Gallery of Canada to regularly donate selected limited edition prints published by Artvest Publishing Limited;
- enhancing the value of an artist's work by promoting the caliber and credentials of the artist;
- initiating a corporate art program with large corporations who purchase 100% of a limited series and donate the art to various targeted museums under the provisions of the Cultural Property Act; and
- developing marketing materials to be used by Artvest Publishing Limited.

ArtEditions's principal business is the development of the Canadian Agency and License Agreement with Artvest Publishing Limited. ArtEditions may also acquire additional licensing opportunities. Accordingly, ArtEditions's financial success may be dependent upon the extent to which it can successfully market and sell art under the Canadian Agency and License Agreement and the economic viability of acquiring or developing any such additional opportunities.

RESULTS OF OPERATIONS AND SUMMARY OF QUARTERLY RESULTS

	For the Three Months Ended January 31, 2014	For the Three Months Ended October 31, 2013	For the Three Months Ended July 30, 2013	For the Three Months Ended April 30, 2013	For the Three Months Ended January 31, 2013	From May 22, 2012, date of Incorporation to October 31, 2012
Expenses			**$**	**$**	**$**	**$**
Management & Consulting Fees	6,608	33,600	15,600	6,000	3,000	6,000
Professional Fees	870	9,575	2,000	6000	15,085	-
Regulatory and Transfer Agency Fees	71	3.976	3,488		3,019	625
Net loss and total comprehensive loss for the period	**7549**	**47,151**	**21,088**	**12,000**	**21,104**	**6,625**

Pursuant to a letter of intent dated May 1, 2013 and executed on July 15, 2013 with Artcontent Publishing Limited ("ARTContent"), and letter of intent October 28, 2013 with Global Energy Enhancement Corp. ("GEC") the issuer has the right to acquire all the share of ARTContent and GEC. The transactions are intended to occur as an amalgamation and the agreements may be assigned to a subsidiary of the issuer. Terms are proposed such that in the event of an amalgamation, shareholders of the Issuer will receive their pro rata share of each of the resulting amalgamated companies according to the share exchange ratio negotiated in the amalgamation agreement. As at December 27, 2013, the amalgamation agreements had not been entered into.

Additional Disclosure for Venture issuers without Significant Revenue

Professional Fees include bookkeeping and administration costs to contractors to maintain the company accounting and reporting system and auditing and related fees. $3,976 in regulatory and transfer agency fees is fees to CDS and SEDAR combined.

Consulting and management fee balances total as follows:

		January 31, 2014
DAG Consulting Corp	$	48,854
Brian Peterson		21,825
Bill Gordon		9,758
Total	$	80,437

LIQUIDITY AND CAPITAL RESOURCES

Financial Position

	January 31, 2014 $	For the year ended April 30, 2013 $
Assets		
Current		
Cash	-	-
Taxes recoverable	5,638	3,163
Total Assets	**5,638**	**3,163**
Liabilities and Shareholders' Equity		
Current Liabilities:		
Bank Overdraft	6	
Accrued liabilities	11,124	10,951
Due to related party (Note 9)	80,437	23,440
	91,567	**34,391**
Shareholders' Equity:		
Capital stock (Note 5)	2,500	2,500
Deficit	(88,429)	(33,728)
	(85,929)	**(31,228)**
Total Liabilities and Shareholders' Equity	**5,638**	**3,163**

Changes in Cash Position

	For the Three Months Ended January 31, 2014	For the Three Months Ended January 31, 2013
	$	$
Cash (used in) /provided by:		
Operating activities		
Net loss for the period	(**7,549**)	(21,104)
Change in non-cash working capital components		
Tax Recoverable	(46)	-
Accrued liabilities	(2,846)	11,156
Due to related party	10,435	11,760
Net cash provided by (used in) operating activities	(6)	22,916
Financing activities		
Share issuance	-	2,499
Net cash provided by financing activities	-	2,499
Investing activity	-	(4,311)
Net cash used in investing activities	-	(4,311)
Change in cash	(6)	(1)
Cash , beginning of the period	-	1
Cash, end of the period	(6)	-

The Company's Director and CEO provided necessary working capital for direct payment of obligations as they became due in addition to the $2,500 provided on startup on completion of the Plan of Arrangement and accordingly there was no cash position in the Company.

The Company has not commenced operations and there were no operations for the period ended January 31, 2014

FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company's financial instruments consist of accrued liabilities; the fair values of which are considered to approximate their carrying value due to their short-term maturities or ability of prompt liquidation.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Strategic and operational risks are risks that arise if the Company fails to carry out sales under its Agency and license agreement and the economic viability of achieving a level of sufficient sales and/or to raise sufficient equity and/or debt financing in financing the market development. These strategic opportunities or threats arise from a range of factors, which might include changing economic and political circumstances and regulatory approvals and competitor actions. The risk is mitigated by consideration of other potential development opportunities and challenges which management may undertake.

Credit risk is the risk that one party to a financial instrument will cause a loss for the other party by failing to discharge an obligation. The Company is subject to normal industry credit risks. Therefore, the Company believes that there is minimal exposure to credit risk.

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due. As at January 31, 2014, the Company had cash balance of $NIL and current liabilities of $91,567. All of the Company's financial liabilities have contractual maturities of less than 30 days, and are subject to normal trade terms. Management is considering different alternatives to secure adequate debt or equity financing to meet the Company short term and long term cash requirement.

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates is currently immaterial.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than Canadian dollar. Accrued liabilities are denominated in Canadian currency. Therefore, the Company's exposure to currency risk is minimal.

Share Capital

The total number of common shares issued and outstanding as at January 31, 2014 was 6,038,667 and remains at that as at the date of this report.

Future Cash Requirements

The Company's future capital requirements will depend on many factors, including, among others, cash flow from operations. Should the Company pursue other business opportunities, the Company may need to raise additional funds through debt or equity financing. If additional funds are raised through the issuance of equity securities, the percentage ownership of current shareholders will be reduced and such equity securities may have rights, preferences, or privileges senior to those of the holders of the Company's common stock. No assurance can be given that additional financing will be available, or that it can be obtained on terms acceptable to the Company and its shareholders. Accordingly, the Company is investigating various business opportunities that ideally will increase the Company's positive cash flow.

RELATED PARTY TRANSACTIONS

The Company and BC0922519, its parent company, entered into the Arrangement Agreement described in Note 4. The Arrangement Agreement provides for the transfer of the Artvest License Agreement from BC0922519 to the Company, as a wholly-owned subsidiary, and the immediate distribution of a controlling interest in the common shares of the Company to the current shareholders of BC0922519. The shareholders of BC0922519 at the completion of the Arrangement Agreement will continue to collectively own the Investment, albeit through an altered corporate structure. Consequently, given that there will be no substantive change in the beneficial ownership of the purchase agreement at the time that it is transferred to the Company, the transfer will be recorded under IFRS using the historical carrying values of the purchase agreement in the accounts of BC0922519 at the time of the transfer

The Company's related parties consist of companies owned in whole or in part by executive officers and directors as follows:

Name	Position and nature of transactions
Brian Peterson	Director
Don Gordon	CEO and CFO
DAG Consulting Corp	Common Officer

The Company incurred the following fees and expenses in the normal course of operations in connection with companies owned by key management and directors that makes up the related party balance. Expenses have been measured at the exchange amount which is determined based on actual cost. The following related party balance includes the consulting and management fees listed in the next section:

		January 31, 2014
DAG Consulting Corp	$	48,854
Brian Peterson		21,825
Bill Gordon		9,758
Total	$	80,437

The remuneration of directors and other member s of key management personnel including share-based payments during the year were as follows:

		January 31, 2014
Consulting fees	$	6,608
Management fees		-
Total	$	6,608

Proposed Transactions

No share purchase warrants and stock options were ever granted, outstanding, or exercised as at the Effective Date of the Arrangement of October 22, 2012 in BC0922519 and accordingly no adjustment was made for any such commitments.

On October 22, 2012, the Company completed all outstanding obligations required of the Arrangement Agreement by issuing 6,038,667 common shares to the shareholders of BC0922519; as a result the Company became a reporting issuer in the jurisdictions of British Columbia and Alberta

RISKS AND UNCERTAINTIES

Start Up Venture

As a start up venture the Company's prospects are affected by the risks, expenses, and difficulties frequently encountered by companies in the growth stage, particularly companies in highly competitively markets. As an early growth-stage company, the risks faced by ArtVest include, but are not limited to, evolving and unpredictable business models and growth management. To address these risks, the Company must, among other things, expand its customer base, implement and successfully execute its business and marketing strategy, continue to develop and upgrade its processes and art inventory, provide superior service to customers, respond to competitive developments, and attract, retain, and motivate qualified personnel. There is no assurance that it can be profitable in the future.

The success of the Company is dependent upon certain factors that may be beyond the Company's control. ArtVest will be a marketing and sales company focused on soliciting suitable artists and artworks for commission, marketing and selling limited partnership units to raise capital for producing specific limited edition works of art, preparing due diligence reviews for third parties, structuring limited partnership offerings as an investment tool, marketing and selling the art published through auction and other channels, and identifying charitable organizations suitable for funding. There is no assurance that it can raise the funds by Limited Partnership Offering, that it can sell the art that is produced or that it can locate and secure agreement with enough charitable institutions to facilitate donation needs of art acquired by its investors.

Government Regulation

Much of the Company's marketing plan depends on favourable treatment under the Income tax act of deductibility of expenses to Limited Partners, Acceptable donation to Canadian Cultural Institutions as prescribed under the Income tax act, and favourable treatment on winding up the partnership such that shares of a public corporation may be used in return for unsold art. To the extent the tax provisions change or an unfavourable interpretation of the plan is taken by authorities then the ability to execute the plan may be limited.

Production Risks

The core asset of the Company is the contracts with well known established artists to produce art specific to its offering. The budget to produce the art and the availability of the artist to produce the requested works on time and on standard are not guaranteed and there is no assurance that the art can be produced as planned, which may affect profitability.

Customer Pricing

Demand for art is needed ultimately to create revenue and valuation for the produced works. Art demand is subject to variation correlated to the general level of activity in the economy and the demand for what may be perceived as a luxury good or an illiquid investment.

Uninsured Risks

The Company may carry insurance to protect against certain risks in such amounts as it considers adequate. Risks not insured against include lost records, loss or damage or other hazards against which such corporations cannot insure or against which they may elect not to insure.

Conflicts of Interest

Certain of the directors of the Company also serve as directors and/or officers of other companies involved in marketing and financial corporations. Consequently, there exists the possibility for such directors to be in a position of conflict. Any decision made by such directors involving the Company will be made in accordance with their duties and obligations to deal fairly and in good faith with the Company and such other companies. In addition, such directors will declare, and refrain from voting on, any matter in which such directors may have a conflict of interest.

ADDITIONAL INFORMATION

Additional information pertaining to the Company is available on the SEDAR website at www.sedar.com.

SCHEDULE “F”

AUDITED FINANCIAL STATEMENTS AND MD&A OF CDN WATER CORP. FOR THE YEAR ENDED FEBRUARY 28, 2014

CDN WATER CORP.

Financial Statements

FOR THE PERIOD FROM INCORPORATION ON DECEMBER 16, 2013 TO FEBRUARY 28, 2014

Vohora
& Company
Chartered Accountants LLP

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Denotes Professional Corporations

INDEPENDENT AUDITOR'S REPORT

To the Shareholder of CDN Water Corp.:

We have audited the accompanying financial statements of CDN Water Corp., which comprise the statement of financial position as at February 28, 2014 and the statements of comprehensive loss, changes in equity and cash flows for the period from incorporation on December 16, 2013 to February 28, 2014, and the related notes comprising a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Vohora
& Company

Chartered Accountants LLP

INDEPENDENT AUDITOR'S REPORT (continued)

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of CDN Water Corp. as at February 28, 2014, and is financial performance and cash flows for the period from incorporation on December 16, 2013 to February 28, 2014 in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 1 to these financial statements which describes the existence of a material uncertainty that may cast significant doubt about the ability of CDN Water Corp. to continue as a going concern.

Vancouver, BC
June 17, 2014

Vohora & Company
Chartered Accountants LLP

CDN WATER CORP.

Statement of Comprehensive Loss

For the period from incorporation on December 16, 2013 to February 28, 2014

EXPENSES		
Bank charges	**$**	**4**
Office		**336**
Professional fees		**3,500**
		3,840
NET LOSS AND COMPREHENSIVE LOSS	**$**	**(3,840)**
LOSS PER SHARE	**$**	**38.40**
WEIGHTED AVERAGE NUMBER OF SHARES OUTSTANDING		**100**

CDN WATER CORP.

Statement of Changes in Equity

For the period from incorporation on December 16, 2013 to February 28, 2014

NET LOSS FOR THE PERIOD	**(3,840)**
	(3,840)
SHARES ISSUED ON INCORPORATION	**100**
SHAREHOLDER'S DEFICIENCY, FEBRUARY 28, 2014	**$ (3,740)**

CDN WATER CORP.

Statement of Financial Position

February 28, 2014

ASSETS	
CURRENT	
Cash	**$ 160**
Prepaid deposits	**123,000**
	$ 123,160
LIABILITIES AND SHAREHOLDER'S DEFICIENCY	
CURRENT	
Accounts payable	**$ 3,500**
Note payable *(Note 4)*	**100,000**
Due to shareholder *(Note 5)*	**23,400**
	126,900
SHAREHOLDER'S DEFICIENCY	
Share capital *(Note 7)*	**100**
Deficit	**(3,840)**
	(3,740)
	$ 123,160

COMMITMENT *(Note 11)*

SUBSEQUENT EVENTS *(Note 12)*

APPROVED BY:

_____ *Director*

See notes to financial statements

CDN WATER CORP.

Statement of Cash Flows

For the period from incorporation on December 16, 2013 to February 28, 2014

OPERATING ACTIVITIES	
Net loss	**$ (3,840)**
Changes in non-cash working capital:	
Accounts payable	**3,500**
Prepaid deposits	**(123,000)**
	(119,500)
Cash flow used by operating activities	**(123,340)**
FINANCING ACTIVITIES	
Proceeds from note payable	**100,000**
Advances from shareholder	**23,400**
Proceeds from share capital issuance	**100**
Cash flow from financing activities	**123,500**
CASH - END OF PERIOD	**$ 160**
CASH FLOWS SUPPLEMENTARY INFORMATION	
Interest received	**$ -**
Interest paid	**$ -**
Income taxes paid	**$ -**

CDN WATER CORP.

Notes to Financial Statements

For the period from incorporation on December 16, 2013 to February 28, 2014

1. NATURE OF OPERATIONS AND CONTINUANCE OF OPERATIONS

CDN Water Corp. (the "Company") was incorporated under the Business Corporations Act of British Columbia on December 16, 2013. The Company is in the business of distributing Canadian bottled water products.

The Company's registered office is at 1030 West Georgia Street, Suite 1010, Vancouver, BC V6E 2Y3, Canada.

The Company is a private company which plans to seek buyers, sellers, investors and/or government funding and/or to consider listing now, or in the future on the Canadian Securities Exchange ("CSE").

These financial statements have been prepared on the basis of accounting principles applicable to a going concern which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather through a process of forced liquidation. The Company's continuing operations, as intended, and its financial success may be dependent upon the extent to which it can successfully raise the capital to implement the business plan.

The success of the Company is dependent upon certain factors that may be beyond management's control, such as political, currency, and liquidity risk. If the Company is unable to fund its investments or otherwise fails to invest in an active business, its business, financial condition or results of operation could be materially or adversely affected.

For the period from incorporation on December 16, 2013 to February 28, 2013, the Company incurred a loss of $3,840 and working capital deficit of $3,740. These factors raise significant doubt about the Company's ability to continue as a going concern. The Company's ability to continue its operations as intended is dependent on its ability to obtain necessary financing and raise sufficient capital to cover its costs.

These financial statements do not include any adjustments relating to the recoverability and classification of recorded liabilities that might be necessary should the Company be unable to continue in existence.

2. BASIS OF PRESENTATION

Statement of compliance
These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC").

Functional and presentation currency
These financial statements are presented in Canadian dollars, which is the Company's functional and reporting currency.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of measurement

The financial statements have been prepared on the historical cost basis, except for certain financial assets and financial liabilities which are measured at fair value, as explained in the financial instrument accounting policy below. In addition, these financial statements have been prepared using the accrual basis of accounting, except for cash flow information.

Significant accounting estimates and judgements

The preparation of the financial statements in conformity with IFRS requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and disclosures of contingent liabilities in the financial statements. Estimates and judgements are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. However, actual outcomes can differ from these estimates.

Estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which estimates are revised and in future periods affected.

Significant accounts that require estimates as the basis for determining the stated amounts include accrued liabilities and deferred income taxes. Significant judgements include the determination of categories of financial assets and financial liabilities identified as financial instruments, which involves judgements or assessments made by management; and the determination of whether it is likely that future taxable profits will be available to utilize against any deferred tax assets.

Cash and cash equivalents

Cash and cash equivalents consists of cash in banks and on hand, and short term deposits with an original maturity of three months or less, which are readily convertible into a known amount of cash.

Share-based payments

The Company's stock option plan allows employees and consultants to acquire shares of the Company. The fair value of options granted is recognized as an employee or consultant expense with a corresponding increase in equity. An individual is classified as an employee when the individual is an employee for legal and tax purposes (direct employees) or provides services similar to those performed by a direct employee.

The fair value is measured at grant date and each tranche is recognized on a graded basis over the period during which the options vest. The fair value of the options granted is measured using the Black-scholes option pricing model taking into account the terms and conditions upon which the options were granted. At each financial position reporting date, the amount recognized as an expense is adjusted to reflect the actual number of share options that are expected to vest.

(continues)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Loss per share

The Company presents basic and diluted loss per share data for its common shares, calculated by dividing the loss attributable to common shareholders of the Company by the weighted average number of common shares outstanding during the period. Diluted loss per share does not adjust the loss attributable to common shareholders or the weighted average number of common shares outstanding when the effect is non-dilutive.

Comprehensive income (loss)

Comprehensive income (loss) is the change in the Company's net assets that results from transactions, events and circumstances from sources other than the Company's shareholders and includes items that are not included in net profit. Other comprehensive income consists of changes to unrealized gain and losses on available for sale financial assets, changes to unrealized gains and losses on the effective portion of cash flow hedges and changes to foreign currency translation adjustments of self-sustaining foreign operations during the period. Comprehensive income measures net earnings for the period plus other comprehensive income. Amounts reported as other comprehensive income are accumulated in a separate component of shareholders' equity as Accumulated Other Comprehensive Income. The Company has not had other comprehensive income since inception.

Deferred financing costs

Professional, consulting and regulatory fees as well as other costs directly attributable to financing transactions are reported as deferred financing costs until the transactions are completed, if the completion of the transaction is considered to be more likely than not. Share issuance costs are charged to share capital when the related shares are issued. Costs relating to financing transactions that are not completed, or for which successful completion is considered unlikely, are charged to operations.

(continues)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Income taxes

Income tax expense is comprised of current and deferred tax. Current tax and deferred tax are recognized in the statement of loss and comprehensive loss except to the extent that it relates to items recognized directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the balance sheet date, and includes any adjustments to tax payable or receivable in respect of previous years.

Deferred income taxes are recorded using the liability method whereby deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes an the amounts used for taxation.

Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the balance sheet date. Deferred tax is not recognized for temporary differences which arise on the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting, nor taxable profit or loss.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

Financial Instruments

The Company classifies its financial instruments into one of the following categories: fair value through profit or loss ("FVTPL") assets and liabilities, assets available-for-sale, loans and receivables, assets held-to-maturity and other financial liabilities. All financial instruments are measured at fair value on initial recognition. Measurement in subsequent periods depends on the classification of the financial instrument.

Financial assets and liabilities classified as FVTPL are subsequently measured at fair value with changes in fair value recognized in the statement of loss and comprehensive loss.

Financial assets designated as "available-for-sale" are subsequently measured at fair value with changes in fair value recognized in available-for-sale reserve, net of tax. Investments in equity instruments that do not have an active quoted market price and whose fair value cannot be reliably measured are measured at cost.

Financial assets designated as "held-to-maturity", "loans and receivables", and "other financial liabilities" are recorded at amortized cost using the effective interest rate method.

Transaction costs that are directly attributable to the acquisition or issue of financial assets or liabilities (other than those designated as FVTPL, which are expensed) are included in the initial carrying value of the financial instruments.

(continues)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Provisions

Provisions are recorded when a present legal or constructive obligation exists as a result of past events where it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount can be made. If the effect is material, provisions are determined by discounting the expected future cash flows at a pre-tax rate that reflects current market assessments of the time value of money and, where appropriate, the risks specific to the liability. As at February 28, 2014, the company has not recorded any provisions.

Impairment

Non-financial assets

The carrying amounts of the Company's non-financial assets are reviewed at each reporting date to determine whether there is any indication of impairment. If any such indication exists, then the asset's recoverable amount is estimated.

For the purpose of impairment testing, assets that cannot be tested individually are grouped together into the smallest group of assets that generates cash inflows from continuing use that are largely independent of the cash inflows of other assets or groups of assets (the "cash-generating unit," or "CGU"). The recoverable amount of an asset of CGU is the greater of its value in use and its fair value less costs to sell. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset.

The Company's corporate assets do not generate separate cash inflows. If there is an indication that a corporate asset may be impaired, then the recoverable amount is determined for the CGU to which the corporate asset belongs.

An impairment loss is recognized if the carrying amount of an asset or its CGU exceeds its estimated recoverable amount. Impairment losses are recognized in profit or loss.

Impairment losses recognized in prior periods are assessed at each reporting date for any indications that the loss has decreased or no longer exists. An impairment loss is reversed if there has been a change in the estimates used to determine the recoverable amount. An impairment loss is reversed only to the extent that the asset's carrying amount does not exceed the carrying amount that would have been determined, net of depreciation or amortization, if no impairment loss had been recognized.

(continues)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Financial assets

Financial assets, other than those carried at fair value through profit or loss, are assessed for indicators of impairment at each period end. Financial assets are impaired when there is objective evidence that, as a result of one or more events that occurred after the initial recognition of the financial asset, the estimated future cash flows of the investment have been impacted.

Objective evidence of impairment could include the following:

- Significant financial difficulty of the issuer or counterparty
- Default or delinquency in interest or principal payments
- It has become probably that the borrower will enter bankruptcy or financial reorganization

For financial assets carried at amortized cost, the amount of the impairment is the difference between the asset's carrying amount and the present value of the estimated future cash flows, discounted at the financial asset's original effective interest rate.

The carrying amount of all financial assets, excluding accounts receivable, is directly reduced by the impairment loss. The carrying amount of accounts receivable is reduced through the use of an allowance account. When an account receivable is considered uncollectable, it is written off against the allowance account. Subsequent recoveries of amounts previously written off are credited against the allowance account. Changes in the carrying amount of the allowance account are recognized in profit or loss.

For financial assets measured at amortized cost, if, in a subsequent period, the amount of the impairment loss decreases and the decrease can be related objectively to an event occurring after the impairment losses were recognized, the previously recognized impairment loss is reversed through profit or loss to the extent that the carrying amount of the asset at the date the impairment is reversed does not exceed what the amortized cost would have been had the impairment not been recognized.

(continues)

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

New accounting standards issued but not yet effective

Certain new standards, interpretations and amendments to existing standards have been issued by the IASB that are mandatory for future accounting periods. Some updates that are not applicable or are not consequential to the Company may have been excluded from the list below.

Management is currently assessing the impact each of these standards will have on its financial statements.

IAS 32 - Financial Instruments: Presentation
In December 2011, the IASB amended IAS 32 Financial Instruments: Presentation by clarifying its requirements for offsetting financial instruments. The amendment applies guidance to address inconsistencies for offsetting financial assets and financial liabilities with regards to the meaning of 'currently has a legally enforceable right to set-off' and that some gross settlement systems may be considered equivalent to net settlement. The amendments are effective for the Company's annual financial statements commencing March 1, 2014.

IFRS 9 - Financial Instruments:

The Company will be required to adopt IFRS 9 in the future; however, the IASB has removed the effective date for this IFRS as they finalize and complete their comprehensive project on financial instruments. IFRS 9, "Financial Instruments" (Amended) incorporates new requirements on accounting for financial liabilities. The new standard eliminates the existing multiple classification and measurement categories under IAS 39 or held-to-maturity, available for sale and loans and receivables and replaces them with a single model that has only two classification categories: amortized cost and fair value. The adoption of the amended standard is not expected to have a material impact on the Company's financial statements.

4. NOTE PAYABLE

The Company received a $100,000 non-interest bearing, unsecured note payable from an arm's length party with no set repayment terms. Subsequent to year end the company settled this note payable by way of issuing common shares to the holder as described further in Note 12 (b).

5. DUE TO SHAREHOLDER

The amounts due to shareholders are unsecured, non-interest bearing and have no set repayment terms.

6. INCOME TAXES

As at February 28, 2014, the Company has incurred tax losses carried forward of $3,840 which are available for reduction against future Canadian taxable income. The non-capital loss will expire in 2034 if unused. Deferred tax assets of $518 were not recognized due to the uncertainty of utilization of this amount.

7. SHARE CAPITAL

Authorized:

Unlimited	Common voting shares	

Issued:

100	Common shares	**$ 100**

The Company is authorized to issue an unlimited number of common shares without par value.

Issued and outstanding:

On December 16, 2013, the Company issued 100 common shares at a price of $1.00 per common share for total proceeds of $100.

8. RELATED PARTY TRANSACTIONS

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

There were no related party transactions or balances during the period. There was no key management remuneration or payroll paid during the period.

9. FINANCIAL INSTRUMENTS

International Financial Reporting Standards 7, *Financial Instruments: Disclosures,* establishes a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 - inputs other than quote prices included in Level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and

Level 3 - inputs for the asset or liability that are not based on observable market data (unobservable inputs).

Fair Value of Financial Instruments

The fair value of the Company's financial instruments approximates their carrying value as at February 28, 2014 because of the demand nature or short-term maturity of these instruments.

Financial risk management objectives and policies

The Company's financial instruments consist of accounts payable. The risks associated with these financial instruments and the policies on how to mitigate these risks are set out below. Management manages and monitors these exposures to ensure appropriate measures are implemented on a timely and effective manner.

(i) *Currency risk*

The Company's expenses are denominated in Canadian dollars. The Company's corporate office is based in Canada and current exposure to exchange rate fluctuations is minimal. The Company holds no financial instruments that are denominated in a currency other than Canadian dollar.

(ii) Interest rate risk

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates is currently immaterial.

(iii) Credit risk

Credit risk the risk of an unexpected loss if a customer or third party to a financial instrument fails to meet its contractual obligations.

The credit risk on cash equivalents is limited because the Company has an immaterial amount of cash and no receivables as at February 28, 2014. Therefore, the Company is not exposed to significant credit risk.

(iv) Liquidity risk

In the management of liquidity risk of the Company, the Company maintains a balance between continuity of funding and the flexibility through the use of borrowings. Management closely monitors the liquidity position and expects to have adequate sources of funding to finance the Company's projects and operations. As at February 28, 2014, the Company had cash of $160 to settle current liabilities of $126,900 which fall due for payment within twelve months of the financial position date.

10. MANAGEMENT OF CAPITAL

The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern in order to fund its operations, so that it can provide returns for shareholders and benefits for other stakeholders. The Company does not have any externally imposed capital requirements to which it is subject.

The Company considers the aggregate of its equity and debt as capital. The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new shares or dispose of assets or adjust the amount of cash.

11. COMMITMENT

On February 6, 2014, the Company entered into a Letter of Intent with 0941092 BC Ltd. ("092 BC Ltd.") whereby the Company and 092 BC Ltd will be amalgamated into a new company. 092 BC Ltd. is a reporting issuer in the jurisdictions of British Columbia. Pursuant to the Amalgamation Agreement, the issued and outstanding shares of the Company will be exchange on a one-to-one basis for common shares and preferred shares of the amalgamated company. The closing of the amalgamation is anticipated to occur within the company's next fiscal year, however an exact date is not yet known.

12. SUBSEQUENT EVENTS

a) On June 6, 2014, the Company entered into an assignment agreement with Green Mountain Beverages Inc ("GMB") providing for the assignment of an Exclusive Supplier Agreement ("ESA"). GMB is the exclusive supplier under the ESA with Beijing Liangqianjia Tea Co. Ltd. Under the Assignment Agreement, the Company purchased from GMB the assignment of the ESA in exchange for 2,800,000 Common shares in the Company at an issue price of $0.05 per share.

b) On June 3 2014, the Company agreed to issue 5,967,500 common shares at $0.02 per share for a total of $119,350 to settle its outstanding note payable.

c) 092 BC Ltd. prepared an Information Circular for distribution to its shareholders incorporating the transaction affecting the Company as described in Note 11.

d) During the current year ended February 28, 2014, the Company received a loan from an arms length party. Repayment of debt will be fulfilled by issuing 50,000 common shares of the Company at a date that has yet to be determined.

SCHEDULE "G"

PRO–FORMA UNAUDITED BALANCE SHEET OF ACQUA EXPORT ACQUISITION CORP. AND CDN WATER CORP. AS AT FEBRUARY 28, 2014

- **Schedule G:** CWC Pro-Forma Combined Financial Statements Giving Effect to the Amalgamation as of April 30, 2014

PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

CDN WATER CORP.

April 30, 2014

(EXPRESSED IN CANADIAN DOLLARS)

(UNAUDITED)

Amalgamated CDN Water Corp.

Pro-Forma Consolidated Statement of Financial Position
(Unaudited)

	CDN Water Corp.	Acqua Export Acquisition Corp.		Pro-Forma Adjustments	Pro-Forma Consolidated
	February 28, 2014 (Audited)	On Incorporation April 29, 2014 (Unaudited)		(Note 4)	CDN Water Corp. March 31, 2014 (Unaudited)
	$	$		$	$
ASSETS					
Current Assets					
Cash	123,160	100	(b)	-100	123,160
Distribution Rights			(d)	140,000	140,000
	123,160	100		-	263,160
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current Liabilities					
Accounts payables	3,500	-		-	3,500
Note Payable	100,000			-119,350	-19,350
Shareholder Loan	23,400	0		0	23,400
	126,900	0		-119,350	7,550
Shareholders' Equity					
Share capital	100	100	(a)(b)	-100	-
			(c)	107,207	107,207
			(d)	140,000	140000
			(e)	119,350	119350
Deficit	-3,840	-	(a)	100	-3740
			(c)	-107,207	-107,207
	-3,740	100		259,350	255,710

	123,160	100		0	263,160

Amalgamated CDN Water Corp.
Pro-Forma Consolidated Statements of Comprehensive Loss
(Unaudited)

	CDN Water Corp.	Acqua Export Acquisition Corp.		Pro-Forma Adjustment	Pro-Forma Consolidated
	From Incorporation January 29,2014 to February 28, 2014 (Audited)	On Incorporation April 29, 2014 (Unaudited)		(Note 4)	CDN Water Corp. January 29,2014 to April 30, 2014
	$	$		$	$
Revenue	0			-	0
Bank Charges	4	-			4
Office	336				336
Professional Fees	3,500			-	3,500
Deemed Listing Cost	-	-	(c)	107,207	107,207
	3,840	0	0	107,207	111,047
Loss from operations	-3840	-			-111047
Net loss and comprehensive loss	-3840	-			-111,047
Basic and diluted loss per common share	-38.4				-0.010

1. Basis of Presentation

The unaudited pro forma consolidated financial statements of CDN Water Corp. ("New CWC") as at April 30, 2014 have been prepared by management after giving effect to a proposed amalgamation between Acqua Export Acquisition Corp. ("Acqua") and CDN Water Corp. Inc. ("Old CWC") Acqua, currently a wholly-owned subsidiary of 0941092 B.C. Ltd, was incorporated April 29, 2014 and will acquire the letter of intent dated February 6, 2014 with Cdn Water Corp. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor.

The unaudited pro forma consolidated statement of financial position is the result of combining the audited consolidated statement of financial position of Old CWC as at February 28, 2014 and the unaudited statement of financial position of Acqua on incorporation April 29, 2014, the Audited Financial Statements of 0941092 B.C. Ltd. as of April 30, 2013, and the unaudited interim nine month statements of 0941092 B.C. Ltd. to January 31, 2014.

The unaudited pro forma consolidated statement of comprehensive loss for the period ended February 28, 2014 is the result of combining the audited consolidated statement of comprehensive loss for Old CWC for the period from incorporation January 29, 2014 to February 28, 2014 with the unaudited statement of comprehensive loss of Acqua on incorporation April 29, 2014.

It is the opinion of New CWC' management that the pro forma consolidated statement of financial position as at April 30, 2014 and the pro forma consolidated statement of comprehensive loss for the period then ended include all adjustments necessary for the fair presentation, in all material respects, of the transactions and assumptions described in Notes 3 and 4 and the results of the combined operations in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), applied on a basis consistent with Old CWC's accounting policies.

The pro forma consolidated financial statements for the period intend to reflect the financial position and results of operations and comprehensive loss of the amalgamated company had the proposed transactions occurred on April 30, 2014. However, these pro forma consolidated statements of comprehensive loss are not necessarily indicative of the financial position or results of operations which would have resulted if the transactions had actually occurred on April 30, 2014 and been in effect for that period.

The unaudited pro forma consolidated financial statements should be read in conjunction with the historical financial statements and the notes thereto of Old CWC and 0941092 B.C. Ltd. Unless otherwise noted, the pro forma consolidated financial statements and accompanying notes are presented in Canadian dollars.

2. Significant accounting policies

The unaudited pro forma consolidated financial statements have been compiled using the significant accounting policies as set out in the audited consolidated financial statements of Old CWC as at and for the period ended February 28, 2014. The significant accounting policies of New CWC conform in all material respects to those of 0941092 B.C. Ltd.

3. Amalgamation

The Issuer was incorporated under the name "Acqua Export Acquisition Corp." ("Acqua ") on April 29,2014. The unaudited pro forma consolidated financial statements reflect the effect of a transaction whereby CDN Water and Acqua conduct an amalgamation and the resulting entity will continue with fully consolidated financial statements as one company under the name of CDN Water Corp. ("New

CWC") upon closing as follows:

- Acqua shareholders will receive one (1) New CWC shares in exchange for each 4 Acqua Shares held;

- Old CWC Shareholders will receive 1 New CWC share in exchange for 1 Old CWC Share;

The transaction is accounted for in accordance with IFRS 2 *Share-based Payment* whereby Old CWC is deemed to have issued shares in exchange for the net assets of New CWC together with New CWC's status as a reporting issuer. The fair value of the listing cost is based on the value of the consideration received by Old CWC. The accounting for this transaction is described in pro forma adjustments in Note 4.

4. Pro-forma Adjustments

The unaudited pro-forma consolidated financial statements include the effects of the following transactions as if they had occurred at the period ended April 30, 2014:

a) all Old CWC shareholders exchanged their shares for shares in New CWC on a one-to-one basis and all Acqua shareholders exchanged their shares in New CWC on a one new for four (4) old basis,

b) Cdn Water Corp. issued one hundred common shares at a price of $100 on incorporation on December 16, 2013, which were subsequently redeemed on June 5, 2014 for the same price of $1.

c) the 2,144,141 common shares of New CWC issued to Acqua shareholders had a value of $0.05 per share for a total value of $195,350, which was equivalent to value of the Old CWC's value per share immediately before the amalgamation. The value of these shares constituted the fair value of the consideration given up by Old CWC and was charged to listing cost of New New CWC upon amalgamation.

d) On June 6, 2014, Cdn Water Corp. issued 2,800,000 shares to GMB pursuant to the Assignment Agreement.

e) On June 3, 2014, Cdn Water Corp. issued 5,967,500 shares to Shao Long Li in consideration for various expenses of Cdn Water Corp. paid by Mr. Li of $119,350.01.

5. Pro Forma Share Capital

After giving effect to the pro forma assumptions and adjustments in Note 4, the issued and fully paid share capital of New New CWC is as follows:

Share capital:	**Number of Common Shares**	**Amount**
		$
New CWC Shares issued to Acqua shareholders	2,144,141	107,207
New CWC shares issued to Old CWC shareholders	8,767,500	259,350
Pro-forma share capital	10,911,641	366,557

6. Pro Forma Statutory Income Tax Rate

The pro forma effective statutory income tax rate of the combined companies is 25.5%. New CWC was incorporated under the Business Corporations Act of British Columbia,

SCHEDULE “H”

AUDITED FINANCIAL STATEMENTS AND MD&A OF GLOBAL ENERGY ENHANCEMENT CORP. FOR THE YEAR ENDED DECEMBER 31, 2013

GLOBAL ENERGY ENHANCEMENT CORP.

Financial Statements

December 31, 2013

Global Energy Enhancement Corp.
Financial Statements
Index

HARRIS
& Partners LLP
Chartered Accountants

INDEPENDENT AUDITOR'S REPORT

To the Directors of
Global Energy Enhancement Corp.

Report on the financial statements

We have audited the accompanying financial statements of Global Energy Enhancement Corp., which comprise the statements of financial position as at December 31, 2013, the statements of comprehensive loss, changes in deficit and cash flows for the period from October 17, 2013 (Date of Incorporation) to December 31, 2013, and a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Company's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2013 and its financial performance and its cash flows for the period from October 17, 2013 (Date of Incorporation) to December 31, 2013, in accordance with International Financial Reporting Standards.

Harris & Partners, LLP

Markham, Ontario
May 7, 2014

Harris & Partners, LLP
Licensed Public Accountants

Global Energy Enhancement Corp.
Statement of Financial Position
As at December 31, 2013

ASSETS	
Current	
Cash and cash equivalents	$ 112,531
	$ 112,531
LIABILITIES	
Current	
Accounts payable and accrued liabilities (Note 5)	$ 40,596
	40,596
SHAREHOLDERS' EQUITY	
Share capital (Note 6)	200,500
Deficit	(128,565)
	71,935
	$ 112,531

Approved by the board

Director _____ Director _____

See accompanying notes

Global Energy Enhancement Corp.
Statement of Changes in Shareholders' Equity
For the Period From Incorporation, October 17, 2013 to December 31, 2013

	Share Capital Number	Share Capital Amount	Deficit	Total
Shares issued October 17, 2013	10,000,000	$ 200,500	$ -	$ 200,500
Net loss and comprehensive loss	-	-	(128,565)	(128,565)
Balance, December 31, 2013	10,000,000	$ 200,500	$ (128,565)	$ 71,935

See accompanying notes

Global Energy Enhancement Corp.
Statement of Comprehensive Loss
For the Period From Incorporation, October 17, 2013 to December 31, 2013

Sales	$ -
Cost of sales	-
Gross profit	-
Expenses	
Management fees	67,500
Consulting fees	32,500
Rent and occupancy	16,500
Office and general	6,065
Professional fees	6,000
	128,565
Loss before income taxes	(128,565)
Income taxes (Note 7)	-
Net loss and comprehensive loss	$ (128,565)

See accompanying notes

Global Energy Enhancement Corp.
Statement of Cash Flows
For the Period From Incorporation, October 17, 2013 to December 31, 2013

Cash provided by (used in):	
Operating activities	
Net loss and comprehensive loss	$ (128,565)
Changes in non-cash working capital components	
Accounts payable and accrued liabilities	40,596
	(87,969)
Financing activities	
Share capital issued	200,500
Increase in cash and cash equivalents	112,531
Cash and cash equivalents, beginning of period	-
Cash, end of period	$ 112,531

See accompanying notes

Global Energy Enhancement Corp.
Notes to Financial Statements
For the Period From Incorporation, October 17, 2013 to December 31, 2013

1. Incorporation and nature of operations

Global Energy Enhancement Corp.(GEE) was incorporated on October 17, 2013 by Articles of Incorporation under the laws of the Province of Ontario, Canada. The Company intends to carry on the business of revitalizing low performing oil and gas wells.

These financial statements have been prepared on the basis of accounting principles applicable to a going concern which assumes the Company will be able to realize its assets and discharge its liabilities in the normal course of business rather than through a process of forced liquidation. The Company's continuing operations, as intended, and its financial success may be dependent upon the extent to which it can successfully obtain financing after the period end.

2. Basis of presentation

Statement of compliance to international financial reporting standards

These financial statements, have been prepared in accordance with International Accounting Standards ("IAS") 1, "Presentation of Financial Statements" using accounting policies consistent with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") and interpretations issued by the International Financial Reporting Interpretations Committee ("IFRIC").

The financial statements have been prepared on a historical cost basis except for certain financial assets measured at fair value as explained in the accounting policies set out in Note 3. In addition, these financial statements have been prepared using the accrual basis of accounting, except for cash flow information.

These financial statements were authorized by the audit committee and board of directors of the Company on May 7, 2014.

Use of estimates and judgments

The preparation of the financial statements requires management to make certain estimates, judgments and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statement. Actual results could differ from these estimates.

Significant assumptions about the future and other sources of estimation uncertainty that management has made at the end of the reporting period, that could result in a material adjustment to the carrying amounts of assets and liabilities in the event that actual results differ from assumptions made, relate to, but are not limited to, the following:

i) Recovery of deferred tax assets

Judgment is required in determining whether deferred tax assets are recognized on the statement of financial position. Deferred tax assets, including those arising from un-utilized tax losses require management to assess the likelihood that the Company will generate taxable earnings in future periods, in order to utilize recognized deferred tax assets. Estimates of future taxable income are based on forecast cash flows from operations and the application of existing tax laws in each jurisdiction. To the extent that future cash flows and taxable income differ significantly from estimates, the ability of the Company to realize the net deferred tax assets recorded at the reporting date could be impacted.

2. Basis of presentation (cont'd)

i) Recovery of deferred tax assets (cont'd)

Additionally, future changes in tax laws in the jurisdictions in which the Company operates could limit the ability of the Company to obtain tax deductions in future periods.

Contingencies

By their nature, contingencies will only be resolved when one or more future events occur or fail to occur.

The assessment of contingencies inherently involves the exercise of significant judgment and estimates of the outcome of future events.

Determination of functional currency

The functional currency is the currency of the primary economic environment in which the entity operates. Management has determined that the functional currency for the Company is the Canadian dollar. The functional currency determination was conducted through an analysis of the consideration factors identified in IAS 21, The Effects of Changes in Foreign Exchange Rates.

3. Significant accounting policies

Foreign exchange

Transactions in currencies other than the Canadian dollar are recorded at exchange rates prevailing on the date of the transactions. At the end of each reporting period, the monetary assets and liabilities of the Company that are denominated in foreign currencies are translated at the rate of exchange at the statement of financial position date while non-monetary assets and liabilities are translated at historical rates. Revenues and expenses are translated at the exchange rates approximating those in effect on the date of the transactions. Exchange gains and losses arising on translation are recognized through profit or loss.

Financial instruments

Financial assets

The Company classifies its financial assets into one of the following categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or assets acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

3. Significant accounting policies (cont'd)

Financial assets (cont'd)

Loans and receivables - These assets are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market. They are carried at cost less any provision for impairment. Individually significant receivables are considered for impairment when they are past due or when other objective evidence is received that a specific counterparty will default.

Held-to-maturity investments - These assets are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Company's management has the positive intention and ability to hold to maturity. These assets are measured at amortized cost using the effective interest method. If there is objective evidence that the investment is impaired, determined by reference to external credit ratings and other relevant indicators, the financial asset is measured at the present value of estimated future cash flows. Any changes to the carrying amount of the investment, including impairment losses, are recognized through profit or loss.

Available-for-sale - Non-derivative financial assets not included in the above categories are classified as available-for-sale. They are carried at fair value with changes in fair value recognized directly in equity. Where a decline in the fair value of an available-for-sale financial asset constitutes objective evidence of impairment, the amount of the loss is removed from equity and recognized through profit or loss.

The Company has not classified any financial assets as held-to-maturity or available for sale.

All financial assets except for those at fair value through profit or loss are subject to review for impairment at least at each reporting date. Financial assets are impaired when there is any objective evidence that a financial asset or a group of financial assets is impaired. Different criteria to determine impairment are applied for each category of financial assets, which are described above.

Financial liabilities

The Company classifies its financial liabilities into one of two categories, depending on the purpose for which the asset was acquired. The Company's accounting policy for each category is as follows:

Fair value through profit or loss - This category comprises derivatives, or liabilities acquired or incurred principally for the purpose of selling or repurchasing it in the near term. They are carried in the statement of financial position at fair value with changes in fair value recognized through profit or loss.

Other financial liabilities: This category includes promissory notes, amounts due to related parties and accounts payables and accrued liabilities, all of which are recognized at amortized cost. The Company's trade payables and other liabilities are classified as other financial liabilities.

3. Significant accounting policies (cont'd)

Impairment

At the end of each reporting period, the Company's assets are reviewed to determine whether there is any indication that those assets may be impaired. If such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment, if any. The recoverable amount is the higher of fair value less costs to sell and value in use. Fair value is determined as the amount that would be obtained from the sale of the asset in an arm's length transaction between knowledgeable and willing parties. In assessing value in use, the estimated future cash flows are discounted to their present value using a pre-tax discount rate that reflects current market assessments of the time value of money and the risks specific to the asset. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount and the impairment loss is recognized in the profit or loss for the period. For an asset that does not generate largely independent cash inflows, the recoverable amount is determined for the cash generating unit to which the asset belongs.

Where an impairment loss subsequently reverses, the carrying amount of the asset (or cash-generating unit) is increased to the revised estimate of its recoverable amount, but to an amount that does not exceed the carrying amount that would have been determined had no impairment loss been recognized for the asset (or cash-generating unit) in prior years. A reversal of an impairment loss is recognized immediately in profit or loss.

Income taxes

Income tax is recognized in profit or loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity. Current tax expense is the expected tax payable on the taxable income for the year, using tax rates enacted or substantively enacted at period end, adjusted for amendments to tax payable with regards to previous years.

Deferred tax is recorded based on temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. The following temporary differences are not provided for: goodwill not deductible for tax purposes; the initial recognition of assets or liabilities that affect neither accounting or taxable loss; and differences relating to investments in subsidiaries to the extent that they will probably not reverse in the foreseeable future. The amount of deferred tax provided is based on the expected manner of realization or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted at the statement of financial position date.

A deferred tax asset is recognized only to the extent that it is probable that future taxable profits will be available against which the asset can be utilized.

Additional income taxes that arise from the distribution of dividends are recognized at the same time as the liability to pay the related dividend. Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when they relate to income taxes levied by the same taxation authority and the Company intends to settle its current tax assets and liabilities on a net basis.

3. Significant accounting policies (cont'd)

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Accounting standards issued but not yet effective

The Company is currently measuring the impact that the following standards will have on its financial statements:

IFRS 9	"Financial instruments"
IFRS 10	"Consolidated Financial Statements"
IFRS 11	"Joint Arrangements"
IFRS 12	"Disclosure of Interests in Other Entities"
IFRS 13	"Fair Value Measurement"
IAS 27	"Separate Financial Statements"
IAS 28	"Investments in Associates and Joint Ventures"
IAS 32	"Financial Instruments: Presentation"

4. Financial instruments and risk management

The Company's financial instruments consist of cash and accounts payable and accrued liabilities; the fair values of which are considered to approximate their carrying value due to their short-term maturities or ability of prompt liquidation.

The Company's risk exposures and the impact on the Company's financial instruments are summarized below:

Strategic and operational risks are risks that arise if the Company fails to carry out sales under its Agency and license agreement and the economic viability of achieving a level of sufficient sales and/or to raise sufficient equity and/or debt financing in financing the market development. These strategic opportunities or threats arise from a range of factors, which might include changing economic and political circumstances and regulatory approvals and competitor actions.

The risk is mitigated by consideration of other potential development opportunities and challenges which management may undertake.

Credit risk is the risk that one party to a financial instrument will cause a loss for the other party by failing to discharge an obligation. The Company is subject to normal industry credit risks. Therefore, the Company believes that there is minimal exposure to credit risk.

Liquidity risk is the risk that an entity will encounter difficulty in meeting obligations associated with financial liabilities. The Company's approach to managing liquidity risk is to ensure that it will have sufficient liquidity to meet liabilities when due December 31, 2013, the Company had cash balance of $112,531 and current liabilities of $40,596. All of the Company's financial liabilities have contractual maturities of less than 30 days, and are subject to normal trade terms.

Global Energy Enhancement Corp.
Notes to Financial Statements
For the Period From Incorporation, October 17, 2013 to December 31, 2013

4. Financial instruments and risk management (cont'd)

Management is considering different alternatives to secure adequate debt or equity financing to meet the Company short term and long term cash requirement.

Interest risk is the risk that the fair value or future cash flows will fluctuate as a result of changes in market risk. The Company's sensitivity to interest rates is currently immaterial.

Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company holds no financial instruments that are denominated in a currency other than Canadian dollar. Accrued liabilities are denominated in Canadian currency. Therefore, the Company's exposure to currency risk is minimal.

5. Accounts payable and accrued liabilities

Falling due within the next twelve months December 31, 2013.

Trades payable	$ (34,596)
Accrued liabilities	(6,000)
Total	$ (40,596)

6. Share capital

Authorized
Unlimited number Common shares without par value
Issued

10,000,100 Common shares	$ 200,500

During the period 10,000,100 common shares were issued for cash consideration of $200,500.

7. Income taxes

A reconciliation of income taxes at statutory rates with the reported taxes is as follows:

The significant components of the Company`s deferred tax assets are as follows:

Loss for the period before income taxes	$ (128,565)
Expected income tax recovery at 26.5%	34,070
Less:	
Small business deduction	(14,307)
Change in unrecognized deferred income tax asset	19,763
	(34,070)
Deferred income tax recovery	$ -

Global Energy Enhancement Corp.
Notes to Financial Statements
For the Period From Incorporation, October 17, 2013 to December 31, 2013

7. Income taxes (cont'd)

The significant components of the Company's deferred income tax assets are as follows:

Substantively enacted tax rate	15.5%
Deferred income tax assets:	
Non-capital losses	$ 19,763
Valuation allowance	(19,763)
Net deferred income tax assets	$ -

The Company has approximately $128,000 unutilized non-capital losses for income tax purposes which may be used to reduce future taxable income. These losses expire in 2033.

8. Related party transactions

The Company's related parties consist of companies owned in whole or in part by executive officers and directors as follows:

Name	Position and nature of transactions
Mark Pellicane	Director
First World Trade Corporation	Common Officer

The Company incurred the following fees and expenses in the normal course of operations in connection with companies owned by key management and directors which makes up the related party balance. Expenses have been measured at the exchange amount which is determined based on contractual agreement. The following related party amounts are included in expenses.

Mark Pellicane - management fees	$ (22,500)
First World Trade Corporation - Occupancy and fees	(61,500)
Total	$ (84,000)

Included in accounts payable is $25,671due to Mark Pellicane and $8,925 due to First World Trade Corporation.

9. Capital disclosures

The Company's objectives when managing capital is to safeguard its ability to continue as a going concern, so that it can provide returns for shareholders and benefits for other stakeholders. The Company considers the items included in shareholders' equity and cash as capital. The Company manages the capital structure and makes adjustments to it in response to changes in economic conditions and the risk characteristics of the underlying assets. The Company's primary objective with respect to its capital management is to ensure that it has sufficient cash resources to fund the identification and evaluation of potential acquisitions. To secure the additional capital necessary to pursue these plans, the Company intends to raise additional funds through the equity or debt financing. The Company is not subject to any capital requirements imposed by a regulator.

10. Commitments

DAG Consulting Corp.

The Company has entered into an agreement with DAG Consulting Corp. to assist the Company in obtaining a listing on the CNSX Stock Exchange. The total fee is $35,000. A deposit of $10,000 was payable on acceptance, $5,000 on obtaining a definitive agreement with a reporting issuer, $10,000 on mailing of a circular to reporting issuer shareholders, and $10,000 on conditional acceptance of the application by the CSNX. In addition, 150,000 shares are to be issued and released subject to completion of the merger.

Copia Financial Solutions Inc.

The Company has entered into an agreement with Copia Financial Solutions Inc. to assist the Company on a Reverse Take Over Transaction on the CSNX through a reporting issuer. A deposit of $12,500 was payable upon receipt of a Letter of Interest from a reporting issuer and the balance of $12,500 is due on closing of the successful listing on the CNSX.

Clearview Capital Inc.

The Company has entered into an agreement with Clearview Capital Inc. ("Clearview") to assist the Company with a Going Public Transaction, an Equity Financing or Debt Financing. A work fee of $10,000 was payable on signing and will be considered as a draw against the Equity or Debt fee. The Company will pay an Equity fee of 8% of the gross proceeds of Equity raised and issue warrants equal to 8% of the Equity raised. Each warrant will entitle Clearview to acquire one common share on the same terms as the Equity raised for a period of 24 months following the closing of the transaction. The Company will pay a Debt fee of4% of the gross proceeds of Debt raised and issue warrants equal to 4% of the Debt raised. Each warrant will entitle Clearview to acquire common shares equal to 4%of the gross proceeds received from the Debt financing.

First World Trade Corp.

The Company has entered into a lease agreement with First World Trade Corp. ("FWT") , a related company. The company agreed to pay $5,500 monthly rent for the premises. The agreement is effective from October 1, 2013 to February 1, 2015. Additionally, the company agreed to pay $7,500 per individual monthly for services of two staff members provided by FWT. The contracted period is from October 1, 2013 to September 31, 2015 and will be reviewed annually thereafter.

Mark Pellicane

The Company has entered into a management contract with the president of the Company, Mark Pellicane. The contract provides for a management salary of $90,000 per annum and 2% of gross revenue. Should the revenues of the Company be in excess of $75,000 per month, the salary will be $150,000 per annum and should the revenues be in excess of $250,000 per month the salary will be $240,000 per annum. The contract is for a period of five years and may be renewed automatically on an annual basis.

11. Subsequent event

The Company has received a letter of intent form 0941092 B.C. Ltd. (BC Ltd.) to enter into a non-binding amalgamation agreement with the Company whereby the common shares of BC Ltd. and the common shares of the Company will be exchanged for the common shares of the Listing Applicant company that shall adopt the name Global Energy Enhancement Corp. ("Amalco"). It is intended that the common shares of Amalco will be listed on the CNSX.

The Amalgamation will proceed on these basis that each BC Ltd. will receive one common share of Amalco for the agreed conversion or exchange rate multiplied by the number of shares of BC Ltd. and the equivalent for any unexercised options. Each shareholder of the Company will receive 1 common share of Amalco for every common share of the Company.

SCHEDULE "I"

PRO–FORMA UNAUDITED BALANCE SHEET OF BREOSLA OIL ACQUISITION CORP. AND GLOBAL ENERGY ENHANCEMENT CORP. AS AT DECEMBER 31, 2013

- **Schedule I:** CWC Pro-Forma Combined Financial Statements Giving Effect to the Amalgamation as of April 30, 2014

PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

GLOBAL ENERGY ENHANCEMENT CORP.

April 30, 2014

(EXPRESSED IN CANADIAN DOLLARS)

(UNAUDITED)

Amalgamated Global Energy Enhancement Corp.

Pro-Forma Consolidated Statement of Financial Position
(Unaudited)

	Global Energy Enhancement Corp.	Breosla Oil Acquisition Corp.		Pro-Forma Adjustments	Pro-Forma Consolidated
	December 31,2014	On Incorporation April 29, 2014		(Note 4)	Global Energy Enhancement Corp.
	(Audited)	(Unaudited)			April 30, 2014 (Unaudited)
	$	$		$	$
ASSETS					
Current Assets					
Cash	112,531				112,531
			(d)		0
	112,531	0		0	112,531
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current Liabilities					
Accounts payables	40,596	-		-	40,596
	40,596	0		0	40,596
Shareholders' Equity					
Share capital	200,500		(a)	-200,500	0
			(a)	200,500	200500
			(b)	100,000	100000
Deficit	-128,565	-	(b)	-100000	-228565
	71,935	0		0	71,935
	112,531	100		0	112,531

Amalgamated Global Energy Enhancement Corp.
Pro-Forma Consolidated Statements of Comprehensive Loss
(Unaudited)

	Global Energy Enhancement Corp. From Incorporation October 17,2013 to December 31, 2013 (Audited)	Breosla Oil Acquisition Corp. On Incorporation April 29, 2014 (Unaudited)		Pro-Forma Adjustment (Note 4)	Pro-Forma Consolidated Global Energy Enhancement Corp. October 17,2013 April 30,2014
	$	$		$	$
Revenue	0			-	0
Management Fees	67,500	-			67,500
Consulting Fees	32,500				32,500
Rent and occupancy	16,500			-	16,500
Office and General	6,065				
ProfessionalFees	6,000				
Deemed Listing Cost	-	-	(b)	100,000	100,000
	128,565	0	0	100,000	216,500
Loss from operations	-128565	-			-216500
Net loss and comprehensive loss	(128,565)	-			(216,500)
Basic and diluted loss per common share	-0.012				-0.021

1. Basis of Presentation

The unaudited pro forma consolidated financial statements of Global Energy Enhancement Corp. ("GEE") as at April 30, 2014 have been prepared by management after giving effect to a proposed amalgamation between Breosla Energy Acquisition Corp. ("Breosla") and Global Energy Enhancement Corp. Inc. ("Global") Breosla, currently a wholly-owned subsidiary of 0941092 B.C. Ltd, was incorporated April 29, 2014 and will acquire the letter of intent dated February 6, 2014 with Global Energy Enhancement Corp. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor.

The unaudited pro forma consolidated statement of financial position is the result of combining the audited consolidated statement of financial position of Global as at December 31, 2013 and the unaudited statement of financial position of Breosla on incorporation April 29, 2014, the Audited Financial Statements of 0941092 B.C. Ltd. as of April 30, 2013, and the unaudited interim nine month statements of 0941092 B.C. Ltd. to January 31, 2014.

The unaudited pro forma consolidated statement of comprehensive loss for the period ended April 30, 2014 is the result of combining the audited consolidated statement of comprehensive loss for Global for the period from incorporation October 17, 2013 to December 31, 2013 with the unaudited statement of comprehensive loss of Breosla on incorporation April 29, 2014.

It is the opinion of GEE ' management that the pro forma consolidated statement of financial position as at April 30, 2014 and the pro forma consolidated statement of comprehensive loss for the period then ended include all adjustments necessary for the fair presentation, in all material respects, of the transactions and assumptions described in Notes 3 and 4 and the results of the combined operations in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), applied on a basis consistent with Global's accounting policies.

The pro forma consolidated financial statements for the period intend to reflect the financial position and results of operations and comprehensive loss of the amalgamated company had the proposed transactions occurred on April 30, 2014. However, these pro forma consolidated statements of comprehensive loss are not necessarily indicative of the financial position or results of operations which would have resulted if the transactions had actually occurred on April 30, 2014 and been in effect for that period.

The unaudited pro forma consolidated financial statements should be read in conjunction with the historical financial statements and the notes thereto of Global and 0941092 B.C. Ltd. Unless otherwise noted, the pro forma consolidated financial statements and accompanying notes are presented in Canadian dollars.

2. Significant accounting policies

The unaudited pro forma consolidated financial statements have been compiled using the significant accounting policies as set out in the audited consolidated financial statements of Global as at and for the period ended December 31, 2013. The significant accounting policies of GEE conform in all material respects to those of 0941092 B.C. Ltd.

3. Amalgamation

The Issuer was incorporated under the name "Breosla Energy Acquisition Corp." ("Breosla ") on April 29,2014. The unaudited pro forma consolidated financial statements reflect the effect of a transaction whereby Global Energy Enhancement and Breosla conduct an amalgamation and the resulting entity will continue with fully consolidated financial statements as one company under the name of Global Energy Enhancement Corp. ("GEE ") upon closing as follows:

Subject to receipt of all necessary approvals and pursuant to the Amalgamation Agreement between Breosla and Global, and on the effective date of the Amalgamation of Breosla and Global, the following shall occur and shall be deemed to occur in the following order without any further act or formality. Breosla will file Articles of Continuance of Breosla to continue its jurisdiction out of British Columbia and into Ontario. All Breosla Shares will be exchanged for shares of GEE on a 0.58298384 for one basis. All Global Shares will be exchanged for shares of GEE on a one to one basis. Breosla and Global will file an amalgamation application with the Director appointed under section 278 of the Business Corporations Act (Ontario). Breosla Shares and Global Shares will be cancelled. The property of each of the amalgamating companies shall continue to be the property of GEE.

The transaction is accounted for in accordance with IFRS 2 *Share-based Payment* whereby Global is deemed to have issued shares in exchange for the net assets of GEE together with GEE 's status as a reporting issuer. The fair value of the listing cost is based on the value of the consideration received by Global. The accounting for this transaction is described in pro forma adjustments in Note 4.

4. Pro-forma Adjustments

The unaudited pro-forma consolidated financial statements include the effects of the following transactions as if they had occurred at the period ended April 30, 2014:

a) all Global shareholders exchanged their shares for shares in GEE on a one-to-one basis and all Breosla shareholders exchanged their shares in GEE on a 0.58298384 for one basis,

b) the 5,000,000 common shares of GEE issued to Breosla shareholders had a value of $0.2 per share for a total value of $100,000, which was equivalent to value of the Global's value per share immediately before the amalgamation. The value of these shares constituted the fair value of the consideration given up by Global and was charged to listing cost of GEE upon amalgamation.

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5. Pro Forma Share Capital

After giving effect to the pro forma assumptions and adjustments in Note 4, the issued and fully paid share capital of New Global is as follows:

Share capital:	**Number of Common Shares**	**Amount**
		$
Global Shares issued to Breosla shareholders	5,000,000	100,000
Global shares issued to Global shareholders	8,767,500	259,350
Pro-forma share capital	10,911,641	366,557

6. Pro Forma Statutory Income Tax Rate

The pro forma effective statutory income tax rate of the combined companies is 25.5%. Global was incorporated under the Business Corporations Act of Ontario,

SCHEDULE “J”

AUDITED FINANCIAL STATEMENTS AND MD&A OF GENESIS INCOME PROPERTIES INC. FOR THE YEAR ENDED APRIL 30, 2013

GENESIS INCOME PROPERTIES INC

FINANCIAL STATEMENTS

APRIL 30, 2014

(in Canadian dollars)

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED ACCOUNTANTS & BUSINESS ADVISORS

INDEPENDENT AUDITOR'S REPORT

To the Shareholders of Genesis Income Properties Inc.

We have audited the accompanying financial statements of Genesis Income Properties Inc. which comprise the statements of financial position as at April 30, 2014, and the statements of comprehensive loss, cash flows and changes in equity for the period from April 7, 2014 (inception) to April 30, 2014, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence that we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Genesis Income Properties Inc. as at April 30, 2014, and its financial performance and its cash flows for the period from April 7, 2014 (inception) to April 30, 2014 in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 1 in the financial statements which describes certain conditions that indicate the existence of a material uncertainty that may cast significant doubt about the Company's ability to continue as a going concern.

DALE MATHESON CARR-HILTON LABONTE LLP
CHARTERED ACCOUNTANTS

Vancouver, Canada
May XX, 2014

GENESIS INCOME PROPERTIES INC

STATEMENT OF FINANCIAL POSITION

(in Canadian dollars)	*Note*	April 30, 2014
		$
Assets		
Current Assets		
Cash		65,910
Deposit	5	30,000
		95,910
Liabilities		
Current Liabilities		
Accounts payable	4	15,517
		15,517
Shareholders' Equity		
Share capital	3	3
Obligation to issue shares	3	96,500
Accumulated deficit	3	(16,110)
		80,393
		95,910

Subsequent event (Note 9)

These financial statements are approved by the Board and authorized for issue on May xx, 2014.

Signed: V. Wadwhani *Director*

Signed: A.M. Goulding *Director*

- See accompanying notes -

GENESIS INCOME PROPERTIES INC

STATEMENT OF COMPREHENSIVE LOSS

(in Canadian dollars)	*Note*	From incorporation on April 7, 2014 to April 30, 2014
		$
Expenses		
Accounting, audit and legal		2,500
Consulting fees	4	10,930
Office and sundry		589
Travel expense		2,091
		16,110
Net and comprehensive loss		**(16,110)**
Loss per share – basic and diluted		$53.70
Weighted average number of common shares outstanding		300

- **See accompanying notes** –

GENESIS INCOME PROPERTIES INC

STATEMENTS OF CHANGES IN EQUITY

(In Canadian dollars)	Note	Number of Common Shares	Share Capital	Obligation to Issue Shares	Accumulated Deficit	Total Shareholders' Equity
			$	$	$	$
Common shares issued for cash	3	300	3	-	-	3
Subscriptions received	3			96,500		96,500
Net loss		-	-	-	(16,110)	(16,110)
Balance, April 30, 2014		**300**	**3**	**96,500**	**(16,110)**	**80,393**

- See accompanying notes -

GENESIS INCOME PROPERTIES INC

STATEMENTS OF CASHFLOWS

(in Canadian dollars)	From incorporation on April 7, 2014 to April 30, 2014
	$
Cash flows from (used in):	
Operating activities	
Net loss	(16,110)
Changes in working capital items:	
Accounts payable	15,517
Net cash flows used in operations	(593)
Investing activities	
Deposit	(30,000)
Net cash flows used in investing activities	(30,000)
Financing activities	
Issuance of share capital	3
Share subscriptions received	96,500
Net cash from financing activities	96,503
Increase in cash	65,910
Cash, beginning	-
Cash, ending	65,910

- See accompanying notes -

1. REPORTING ENTITY AND THE NATURE OF BUSINESS

Genesis Income Properties Inc (the "Company") was incorporated on April 7, 2014 under the Business Corporations Act of British Columbia. The Company's registered office is located at 1025 West Keith Road, North Vancouver, BC Canada.

The Company is a private company established for the purpose of investing in income-producing residential properties, initially in the United States of America. The Company has not commenced commercial operations as it is intended that, for the purposes of raising the required capital it will pursue an amalgamation with Forbairt Limited, a Company listed on the Canadian Securities Exchange, with the intention of obtaining a listing on the Canadian Securities Exchange. Until the completion of that transaction, the Company will not carry on any business other than the identification and evaluation of assets or businesses with a view to completing suitable acquisitions of properties and related commercial enterprises.

The Company is a start-up company and has no regular source of income. As a result, its ability to conduct operations is based on its current cash position and its ability to raise funds, primarily from equity sources, and there can be no assurance that GIP will be able to do so. The planned amalgamation with Forbairt Limited requires that all costs of the plan of arrangement and amalgamation be paid by GIP and therefore all working capital and operational costs for the amalgamated company are being provided by the Company.

The success of the Company is dependent on certain factors that may be beyond management's control such as political, currency and liquidity risk. If the company is unable to fund its investments or otherwise fails to invest in active properties, its business, financial condition or results of operations could be materially affected.

The Company has incurred operating costs since incorporation, has no revenue generating business, and has an accumulated deficit totaling $12,110. These financial statements have been prepared on a going concern basis, which assumes that the Company will be able to acquire and realize assets and discharge liabilities in the normal course of operations. The ability of the Company to continue as a going concern is dependent upon the Company raising sufficient equity financing, issuing debt or securing related party advances to complete the identification and acquisition of suitable properties in accordance with its business plan. These uncertainties raise significant doubt about the Company's ability to continue as a going concern.

2. SIGNIFICANT ACCOUNTING POLICIES

Statement of compliance
These financial statements have been prepared in accordance with principles of International Financial Reporting Standards ("IFRS"). These principles are based on IFRS as issued by the International Accounting Standards Boards ("IASB") and interpretations of the International Reporting Interpretations Committee ("IFRIC") as adopted by Canada.

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Significant accounting judgments, estimates and assumptions
The preparation of the Company's financial statements in conformity with IFRS requires management to make judgments, estimates and assumptions that affect the reported amounts of assets, liabilities and contingent liabilities at the date of the financial statements and reported amounts of expenses during the reporting periods. Significant judgments include going concern assessments.

2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Estimates and assumptions are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. However, actual outcomes may differ from these estimates. Areas requiring a significant degree of estimation relate to the measurements and recoverability of deferred tax assets, and other equity-based payments.

Basis of presentation

The financial statements have been prepared on an accruals basis and are based on historical costs, modified, where applicable. The financial statements are presented in Canadian dollars.

Loss per share

The Company presents basic and diluted loss per share data for its common shares. Basic loss per share is calculated by dividing the loss attributable to common shareholders of the Company by the weighted number of common shares outstanding during the period. Diluted loss per share is computed similar to basic loss per share except that the weighted average shares outstanding are increased to include additional shares for the assumed exercise of stock options and warrants, if dilutive. The number of additional shares is calculated by assuming that outstanding stock options and warrants were exercised and that proceeds from such exercises were used to acquire common stock at the average market price during the reporting periods.

Financial instruments

The Company classifies its financial instruments in the following categories: at fair value through profit or loss, loans and receivables, held-to-maturity investments, available-for-sale and financial liabilities. The classification depends on the purpose for which the financial instruments were acquired. Management determines the classification of its financial instruments at initial recognition.

Financial assets are classified at fair value through profit or loss when they are either held for trading for the purpose of short-term profit taking, derivatives not held for hedging purposes, or when they are designated as such to avoid an accounting mismatch or to enable performance evaluation where a group of financial assets is managed by key management personnel on a fair value basis in accordance with a documented risk management or investment strategy. Such assets are subsequently measured at fair value with changes in carrying value being included in profit or loss.

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortized cost. They are included in current assets, except for maturities greater than 12 months after the end of the reporting period. These are classified as non-current assets.
Held-to-maturity investments are non-derivative financial assets that have fixed maturities and fixed or determinable payments, and it is the Company's intention to hold these investments to maturity. They are subsequently measured at amortized cost. Held-to-maturity investments are included in non-current assets, except for those which are expected to mature within 12 months of the reporting period.

2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Available-for-sale financial assets are non-derivative financial assets that are designated as available-for-sale or are not suitable to be classified as financial assets at fair value through profit or loss, loans and receivables or held-to-maturity investments and are subsequently measured at fair value. These are included in current assets to the extent they are expected to be realized within 12 months after the end of the reporting period. Unrealized gains and losses are recognized in other comprehensive income, except for impairment losses and foreign exchange gains and losses on monetary financial assets.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortized cost. Regular purchases and sales of financial assets are recognized on the trade-date – the date on which the group commits to purchase the asset.

Financial assets are derecognized when the rights to receive cash flows from the investments have expired or have been transferred and the Company has transferred substantially all risks and rewards of ownership.

At each reporting date, the Company assesses whether there is objective evidence that a financial instrument has been impaired. In the case of available-for-sale financial instruments, a significant and prolonged decline in the value of the instrument is considered to determine whether an impairment has arisen.

The Company does not have any derivative financial assets or liabilities.

Income taxes

Current income tax assets and liabilities for the current period are measured at the amount expected to be recovered from or paid to the taxation authorities. The tax rates and tax laws used to compute the amount are those that are enacted or substantively enacted, at the reporting date, in the countries where the Company operates and generates taxable income.

Current income tax relating to items recognized directly in other comprehensive income or equity is recognized in other comprehensive income or equity and not in profit or loss. Management periodically evaluates positions taken in the tax returns with respect to situations in which applicable tax regulations are subject to interpretation and establishes provisions where appropriate.

Deferred income tax assets and liabilities are measured at the tax rates that are expected to apply to the year when the asset is realized or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

Deferred income tax assets and deferred income tax liabilities are offset, if a legally enforceable right exists to set off current tax assets against current income tax liabilities and the deferred income taxes relate to the same taxable entity and the same taxation authority.

2. SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Recent accounting pronouncements issued but not yet effective or adopted

New standard IFRS 9 "Financial Instruments"

This new standard is a partial replacement of IAS 39 "Financial Instruments: Recognition and Measurement". IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39. The approach in IFRS 9 is based on how an entity manages its financial instruments in the context of its business model and the contractual cash flow characteristics of the financial assets. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. The proposed effective date of IFRS 9 is for annual periods beginning on or after January 1, 2018.

The Company has not early adopted this revised standard and is currently assessing the impact that this standard will have on its consolidated financial statements.

Other accounting standards or amendments to existing accounting standards that have been issued but have future effective dates are either not applicable or are not expected to have a significant impact on the Company's financial statements.

3. SHARE CAPITAL

a) Authorized:
Unlimited common shares without par value.

b) Share issuances:
On incorporation on April 7, 2014 the Company issued 300 common shares at a price of 1 cent each to the founding shareholders of the Company.

c) Stock subscriptions:
During the period from incorporation on April 7, 2014 to April 30th 2014, the Company received subscriptions totalling $96,500 for seed funding of its operations.

4. RELATED PARTY TRANSACTIONS

Included in accounts payable at April 30, 2014 is $9,005 payable to three directors of the Company.

The Company paid a total of $6,930 in consulting fees to three directors for administrative, management, office, accounting, and sundry services.

5. DEPOSIT

Cash advance to consultant in respect of fees to be earned for the amalgamation of the Company with Forbairt Limited as outlined in Note 1.

6. INCOME TAXES

As at April 30, 2014, the Company had incurred tax losses of $ 16,110 which are available for reduction of future Canadian taxable income. The non-capital loss will expire if not utilised against future taxable income within 20 years.

A reconciliation of the expected income tax recovery to the actual income tax recovery is as follows:

		From incorporation on April 7, 2014 to April 30, 2014
Net loss	$	16,110
Statutory tax rate		26%
Expected income tax recovery at the statutory tax rate	$	(4,189)
Effect of change in tax rates		161
Temporary differences not recognized		4,028
Income tax recovery	$	-

The Company has the following deductible temporary differences for which no deferred tax asset has been recognized:

		April 30, 2014
Non-capital loss carry-forwards	$	16,110

7. FINANCIAL RISK MANAGEMENT

The Company is exposed in varying degrees to a variety of financial instrument related risks, most notably as follows:

i) Credit Risk
Credit risk is the risk that one party to a financial instrument will fail to discharge an obligation and cause the other party to incur a financial loss. The Company's primary exposure to credit risk is in its bank account. The Company's cash account is held with a major bank in Canada which is a high credit quality financial institution as determined by rating agencies. Accordingly, management assesses this risk as minimal.

ii) Interest Rate Risk
The Company's current exposure to interest rate risk relates to its ability to earn interest income on bank balances. The fair value of the Company's bank account is not significantly affected by changes in short term interest rates.

iii) Currency Risk
Currency risk is the risk that the fair value or future cash flows of a financial instrument will fluctuate because of changes in foreign exchange rates. The Company operates only in Canada and is therefore not exposed to foreign exchange risk arising from transactions denominated in a foreign currency.

8. CAPITAL MANAGEMENT

In the management of capital, the Company includes the components of shareholders' equity as well as working capital. The Company currently manages its capital structure and makes adjustments to it, based on cash resources expected to be available to the Company, in order to support its activities including the sourcing and completion of a Qualifying Transaction, if and when a suitable acquisition is identified.

The Company is currently dependent on equity financing to fund its business investigation activities. Management reviews its capital management approach on an ongoing basis and believes that this approach is reasonable for the current state of the markets and activities of the Company. The Company is not subject to any externally imposed capital requirements.

9. SUBSEQUENT EVENT

In May 2014, the Company received $59,000 in subscriptions for common shares.

SCHEDULE "K"

PRO–FORMA UNAUDITED BALANCE SHEET OF FORBAIRT DEVELOPMENT ACQUISITION CORP. AND GENESIS INCOME PROPERTIES INC. AS AT APRIL 30, 2013

- **Schedule J:** GEE Pro-Forma Combined Financial Statements Giving Effect to the Amalgamation as of April 30, 2014
-

PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

GENESIS INCOME PROPERTIES INC.

April 30, 2014

(EXPRESSED IN CANADIAN DOLLARS)

(UNAUDITED)

Amalgamated Genesis Income Properties Inc.

Pro-Forma Consolidated Statement of Financial Position
(Unaudited)

	Genesis Income Properties Inc.	Forbairt Development Acquisition Corp		Pro-Forma Adjustments	Pro-Forma Consolidated
	April 30, 2014 (Audited)	On Incorporation April 29, 2014 (Unaudited)		(Note 4)	Genesis Income Properties Inc. April 30, 2014 (Unaudited)
	$	$		$	$
ASSETS					
Current Assets					
Cash	65,910	100			66,010
Share Proceeds			(d,e,f)	202,500	202,500
Total Cash	65,910			202,500	268,510
Deposit	30,000				30,000
Acquisition Agreement			(d)	250,000	250,000
	95,910	-		452,500	548,510
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current Liabilities					
Accounts payables	15,517	-		-	15,517
	15,517	0		0	15,517
Shareholders' Equity					
Share capital	3	100	(a,b)	-103	0
			(c)	85,726	85,726
			(d)	96,500	96,500
Obligation To issue Shares	96,500		(d)	-96,500	0
			(e,f,g)	202,500	202,500
			(h)	250,000	250,000
Deficit	-16,110	-	(a)	103	-16,007
			(c)	-85,726	-85,726

	80,393	100		452,500	532,993
	95,910	100		0	548,510

Amalgamated Genesis Income Properties Inc.
Pro-Forma Consolidated Statements of Comprehensive Loss
(Unaudited)

	Genesis Income Properties Inc. From Incorporation April 7, 2014 To April 30, 2014 (Audited)	Forbairt Development Acquisition Corp. On Incorporation April 29, 2014 (Unaudited)		Pro-Forma Adjustment (Note 4)	Pro-Forma Consolidated Genesis Income Properties Inc. April 7, 2014 To April 30, 2014
	$	$		$	$
Revenue	0			-	0
Accounting Audit and Legal	2,500	-			2,500
Office	589				589
Consulting fees	10,930			-	10,930
Travel	2,091				
Deemed Listing Cost	-	-	(c)	85,726	85,726
	16,110	0	0	85,726	99,745
Net loss and comprehensive loss	-16,110	-			-99,745
Basic and diluted loss per common share	$53.70				-0.005

1. Basis of Presentation

The unaudited pro forma consolidated financial statements of Genesis Income Properties Inc. ("New GNP") as at April 30, 2014 have been prepared by management after giving effect to a proposed amalgamation between Forbairt Development Acquisition Corp. ("Forbairt ") and Genesis Income Properties Inc. Inc. ("Old GNP"). Forbairt, currently a wholly-owned subsidiary of 0941092 B.C. Ltd, was incorporated April 29, 2014 and will acquire the letter of intent dated February 6, 2014 with Genesis Income Properties Inc. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor or a total of 1,714,513 shares.

Subject to receipt of all necessary approvals and pursuant to the Amalgamation Agreement between Forbairt and Genesis, and on the effective date of the Amalgamation of Forbairt and Genesis, the following shall occur and shall be deemed to occur in the following order without any further act or formality. All Forbairt Shares will be exchanged for shares of GNP on a 0.19990668 for one basis. All Genesis Shares will be exchanged for shares of GNP on a one to one basis. Forbairt and GNP will file an amalgamation application with the Registrar. Forbairt Shares and Genesis Shares will be cancelled. The property of each of the amalgamating companies shall continue to be the property of GNP. GNP shall continue to be liable for the obligations of each of the amalgamating companies.

The unaudited pro forma consolidated statement of financial position is the result of combining the audited consolidated statement of financial position of Old GNP as at April 30, 2014 and the unaudited statement of financial position of Forbairt on incorporation April 29, 2014, the Audited Financial Statements of 0941092 B.C. Ltd. as of April 30, 2013, and the unaudited interim nine month statements of 0941092 B.C. Ltd. to January 31, 2014.

The unaudited pro forma consolidated statement of comprehensive loss for the period ended April 30, 2014 is the result of combining the audited consolidated statement of comprehensive loss for Old GNP for the period from incorporation April 7, 2014 to April 30, 2014 with the unaudited statement of comprehensive loss of Forbairt on incorporation April 29, 2014.

It is the opinion of New GNP' management that the pro forma consolidated statement of financial position as at April 30, 2014 and the pro forma consolidated statement of comprehensive loss for the period then ended include all adjustments necessary for the fair presentation, in all material respects, of the transactions and assumptions described in Notes 3 and 4 and the results of the combined operations in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), applied on a basis consistent with Old GNP's accounting policies.

The pro forma consolidated financial statements for the period intend to reflect the financial position and results of operations and comprehensive loss of the amalgamated company had the proposed transactions occurred on April 30, 2014. However, these pro forma consolidated statements of comprehensive loss are not necessarily indicative of the financial position or results of operations, which would have resulted if the transactions had actually occurred on April 30, 2014 and been in effect for that period.

The unaudited pro forma consolidated financial statements should be read in conjunction with the historical financial statements and the notes thereto of Old GNP and 0941092 B.C. Ltd. Unless otherwise noted, the pro forma consolidated financial statements and accompanying notes are presented in Canadian dollars.

2. Significant accounting policies

The unaudited pro forma consolidated financial statements have been compiled using the significant accounting policies as set out in the audited consolidated financial statements of Old GNP as at and for the period ended April 30, 2014. The significant accounting policies of New GNP conform in all material respects to those of 0941092 B.C. Ltd.

3. Amalgamation

The Issuer was incorporated under the name "Forbairt Development Acquisition Corp." ("Forbairt ") on April 29,2014. The unaudited pro forma consolidated financial statements reflect the effect of a transaction whereby Old GNP and Forbairt conduct an amalgamation and the resulting entity will continue with fully consolidated financial statements as one company under the name of Genesis Income Properties Inc. ("New GNP") upon closing as follows:

- Forbairt shareholders will receive 0.19990668 New GNP shares in exchange for each 1 Forbairt Shares held;

- Old GNP Shareholders will receive 1 New GNP share in exchange for 1 Old GNP Share;

The transaction is accounted for in accordance with IFRS 2 *Share-based Payment* whereby Old GNP is deemed to have issued shares in exchange for the net assets of New GNP together with New GNP's status as a reporting issuer. The fair value of the listing cost is based on the value of the consideration received by Old GNP. The accounting for this transaction is described in pro forma adjustments in Note 4.

4. Pro-forma Adjustments

The unaudited pro-forma consolidated financial statements include the effects of the following transactions as if they had occurred at the period ended April 30, 2014:

a) All Old GNP shareholders exchanged their shares for shares in New GNP on a one-to-one basis and all Forbairt shareholders exchanged their shares in New GNP on a 0.19990668 new for one basis,

b) Genesis Income Properties Inc. issued three hundred common shares at a price of $.01 per share on incorporation on April 7, 2014, which were subsequently redeemed on amalgamation for the same price.

c) The 1,714,513 common shares of New GNP issued to Forbairt shareholders had a value of $0.05 per share for a total value of $85,725.65, which was equivalent to value of the Old GNP's value per share immediately before the amalgamation. The value of these shares constituted the fair value of the consideration given up by Old GNP and was charged to listing cost of New GNP upon amalgamation.

d) Genesis Income Properties Inc. completes obligation to issue shares for cash received as follows:

800 000 shares at 0.005	4 000
1 290 000 shares at 0.02	25 800
1 334 000 shares at .05	66 700
Total per accounts	$96 500

e) On May 21, 2014 Genesis Income Properties Inc. issued 4,800,000 shares at $.005 per share for net additional cash consideration of $20,000 above obligations to issue shares of $25,800 at April 30, 2014.

f) On June 4, 2014, Genesis Income Properties Inc. issued 6,250,000 shares at $.02 per share for net additional cash consideration of $99,200 above obligations to issue shares of $25,800 at April 30, 2014.

g) Genesis Income Properties proposes to issue 3,000,000 shares at a deemed value of $.05 per share for total consideration of $150,000 for a net cash increase of funds of $83,300 above obligations to issue shares of $66,700 at April 30, 2014.

h) Genesis Income Properties proposes to issue 5,000,000 shares at a deemed value of $.05 per share for total consideration of $250,000 for an agreement with an established real estate development firm based in Detroit to jointly develop and market real estate properties.

5. Pro Forma Share Capital

After giving effect to the pro forma assumptions and adjustments in Note 4, the issued and fully paid share capital of New GNP is as follows:

Share capital:	**Number of Common Shares**	**Amount**
		$
New GNP Shares issued to Forbairt shareholders	1,714,513	85,726
New GNP shares issued to Old GNP shareholders	19,050,000	634,726
Pro-forma share capital	10,911,641	720,452

6. Pro Forma Statutory Income Tax Rate

The pro forma effective statutory income tax rate of the combined companies is 25.5%. New GNP was incorporated under the Business Corporations Act of British Columbia,

SCHEDULE “L”

AUDITED FINANCIAL STATEMENTS AND MD&A OF RTREES PRODUCERS LIMITED FOR THE YEAR ENDED APRIL 30, 2013

rTrees Producers Limited
Financial Statements
March 31, 2014

Management's Responsibility

To the Shareholders of rTrees Produces Limited:

Management is responsible for the preparation and presentation of the accompanying financial statements, including responsibility for significant accounting judgments and estimates in accordance with International Financial Reporting Standards. This responsibility includes selecting appropriate accounting principles and methods, and making decisions affecting the measurement of transactions in which objective judgment is required.

In discharging its responsibilities for the integrity and fairness of the financial statements, management designs and maintains the necessary accounting systems and related internal controls to provide reasonable assurance that transactions are authorized, assets are safeguarded and financial records are properly maintained to provide reliable information for the preparation of financial statements.

The Board of Directors are responsible for overseeing management in the performance of its financial reporting responsibilities. The Board fulfill these responsibilities by reviewing the financial information prepared by management and discussing relevant matters with management and external auditors. The Board is also responsible for recommending the appointment of the Company's external auditors.

MNP LLP, an independent firm of Chartered Accountants, is appointed by the shareholders to audit the financial statements and report directly to them; their report follows. The external auditors have full and free access to, and meet periodically and separately with, both the Board and management to discuss their audit findings.

July 4, 2014

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MNP LLP

Independent Auditors' Report

To the Shareholders of rTrees Producers Limited.:

We have audited the accompanying financial statements of rTrees Producers Limited, which comprise the statement of financial position as at March 31, 2014, and the statements of loss and comprehensive loss, changes in equity and cash flows for the period from July 25, 2013 (date of incorporation) to March 31, 2014, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements
Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained in our audit is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements present fairly, in all material respects, the financial position of rTrees Producers Limited as at March 31, 2014 and its financial performance and its cash flows for the period from July 25, 2013 (date of incorporation) to March 31, 2014 in accordance with International Financial Reporting Standards.

Emphasis of Matter
Without qualifying our opinion, we draw attention to Note 3 in the financial statements which describes conditions and matters that indicate the existence of a material uncertainty that may cast significant doubt about rTrees Producers Limited's ability to continue as a going concern.

MNP LLP

July 4, 2014
Regina, Saskatchewan

Chartered Accountants

rTrees Producers Limited
Statement of Financial Position
As at March 31, 2014

Assets		
Current		
Cash	$	793
GST/HST receivable		19,419
Prepaid expenses and deposits		1,500
Promissory note receivable (Note 5)		19,500
		41,212
Property, plant and equipment (Note 6)		455,659
	$	496,871
Liabilities and Shareholders' Equity		
Current		
Accounts payable and accrued liabilities	$	159,673
Current portion of payable to shareholders (Note 8)	$	220,500
	$	380,173
Payable to shareholders (Note 8)		225,485
		605,658
Shareholders' Deficiency		
Share capital (Note 9)		100
Deficit		(108,887)
		(108,787)
	$	496,871

Operating Lease Commitment (Note 13)

Going Concern (Note 3)

Approved on behalf of the Board:

Director

Director

The accompanying notes are an integral part of these consolidated financial statements

rTrees Producers Limited
Statement of Changes in Equity
For the Period From July 25, 2013 (date of incorporation) to March 31, 2014

Common Share Capital		
Balance, beginning of the period	$	-
Common shares issued		100
Balance, end of the period	$	100
Deficit		
Balance, beginning of the period	$	-
Net loss and comprehensive loss		(108,887)
Balance, end of the period	$	(108,887)

The accompanying notes are an integral part of these consolidated financial statements

rTrees Producers Limited
Statement of Loss & Comprehensive Loss
For the Period From July 25, 2013 (date of incorporation) to March 31, 2014

Revenue	$	-
Expenses		
Building rent	$	38,284
Salaries, wages and benefits		21,459
Supplies		11,359
Bank and interest charges		9,339
Professional fees		7,887
Advertising and promotion		6,674
Travel		3,926
Office expense		2,742
Equipment rent		2,422
Professional development		1,900
Meals and entertainment		1,715
Telephone and internet		585
Utilities		544
Disposal fees		147
Exchange gain		(96)
		108,887
Net loss and Comprehensive loss	$	(108,887)

The accompanying notes are an integral part of these consolidated financial statements

rTrees Producers Limited
Statement of Cash Flows
For the Period From July 25, 2013 (date of incorporation) to March 31, 2014

Cash provided by (used for) the following activities:		
Operating activities		
Net loss	$	(108,887)
Net change in non-cash working capital balances		
GST receivable		(19,419)
Prepaid expenses and deposits		(1,500)
Accounts payable and accrued liabilities		159,673
		29,867
Financing activities		
Advances from shareholder		445,985
Issuance of common shares		100
Advances to related party		(19,500)
		426,585
Investing activities		
Purchases of property, plant and equipment		(455,659)
		(455,659)
Increase in cash		793
Cash balance, beginning of period		-
Cash balance, end of period	$	793
Supplementary cash flow information:		
Cash paid during the period for:		
Interest	$	3,255
Income taxes		-

The accompanying notes are an integral part of these consolidated financial statements

1. Description of Business

The Company is incorporated under the Business Corporations Act of Saskatchewan on July 25, 2013 and is domiciled in Canada. The address of its registered office is 2010 11th Avenue - 7th Floor, Regina, SK, S4P 0S3.

The Company's primary business is to produce and sell pharmaceutical grade marijuana operating within the Marihuana for Medical Purposes Regulations (MMPR). The Company is currently waiting to receive licensing approval from Health Canada and therefore has not yet commenced operations.

2. Basis of Presentation

These financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB") in effect for the period ended March 31, 2014.

The financial statements have been prepared under the historical cost method, except for the revaluation of certain financial assets and financial liabilities to fair value. The financial statements were prepared on a going concern basis, and are presented in Canadian dollars, which is the Company's functional currency.

The financial statements of rTrees Producers Limited (the "Company") as at and for the period ended March 31, 2014 were authorized for issuance by the Board of Directors of the Company on July 4, 2014..

3. Going concern

These financial statements have been prepared on a going concern basis which contemplates the realization of assets and the payment of liabilities in the ordinary course of business. Should the Company be unable to continue as a going concern, it may be unable to realize the carrying value of its assets and to meet its liabilities as they become due.

As at March 31, 2014, the Company has not generated any revenues, has a working capital deficiency and an accumulated deficit. These conditions indicate the existence of uncertainties that may cast significant doubt on the ability of the Company to continue as a going concern.

The Company's ability to continue as a going concern is dependent upon its ability to attain licensing from Health Canada to begin operations to generate profitable operations and funds there from, and to obtain borrowings or other capital funding from third parties sufficient to meet current and future obligations and/or restructure the existing debt and payables (see Note 14 Subsequent Event). These financial statements do not reflect the adjustments or reclassification of assets and liabilities which would be necessary if the Company were unable to obtain licensing and begin operations.

4. Accounting Policies

Significant Accounting Estimates and Judgments

The preparation of the financial statements requires management to make judgments, estimates and assumptions that affect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances, the results of which form the basis of making judgments about carrying values of assets and liabilities that are not readily

Note 4 – continued

apparent from other sources. Actual results may differ from these estimates. The estimates and underlying assumptions are reviewed on an ongoing basis. Revisions to accounting estimates are recognized in the period in which the estimate is revised if the revision affects only that period or in the period of the revision and future periods if the revision affects both current and future periods.

Estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year include, but are not necessarily limited to:

- Property, plant and equipment – the Company determines the carrying value of its property, plant and equipment based on policies that incorporate estimates, assumptions and judgments relative to the useful lives and residual values of the assets. Estimates of future cash flows are based on the most recent available market and operating data at the time the estimate is made.
- Deferred tax asset – the recognition of a deferred tax asset is based on assumptions regarding the occurrence of and timing of taxable events.

Management judgments that may affect reported amounts of assets and liabilities, income and expenses include but are not necessarily limited to:

- Impairment testing - for the purpose of assessing impairment of tangible assets, assets are grouped at the lowest level of separately identified cash flows which make up the Cash Generating Unit ("CGU"). Determination of what constitutes a CGU is subject to management judgment. The asset composition of the CGU can directly impact the recoverability of the assets included within the CGU.

Cash
Cash is comprised of cash in bank and on hand, and short term, highly liquid deposits with an original maturity of three months or less.

Property, Plant and Equipment
Property, plant and equipment are stated at historical cost less accumulated amortization and any impairment in value. Historical cost includes expenditures that are directly attributable to the acquisition of the items. Subsequent costs are included in the asset's carrying amount or recognized as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the Company and the cost of the item can be measured reliably. The carrying amount of the replaced part is derecognized. All other repairs and maintenance are charged to the Statement of Loss and Comprehensive Loss during the financial period in which they are incurred. Once an asset is available for use in the location and condition intended by management, it is amortized to its residual value using the appropriate amortization rate set forth by management. Amortization is calculated using the declining balance method to allocate the cost of property, plant and equipment to their residual values over their estimated useful lives, as follows:

Leasehold improvements	20%
Furniture and equipment	20%

The residual value and useful lives of property, plant and equipment are reviewed, and adjusted if appropriate, at each Statements of Financial Position date. An asset's carrying value is written down to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount. These impairment losses are recognized in the Statement of Loss and Comprehensive Loss. Following the recognition of an impairment loss, the amortization charge applicable to the asset is adjusted prospectively in order to systematically allocate the revised carrying amount, net of any residual value, over the remaining useful life.

Note 4 – continued

Leases
A lease is defined as an agreement whereby the lessor conveys to the lessee, in return for a payment or a series of payments, the right to use a specific asset for an agreed period of time. Where the Company is a lessee and has substantially all the risks and rewards of ownership of an asset, the arrangement is considered a finance lease. Finance leases are recognized as assets of the Company within property, plant and equipment at the inception of the lease at the lower of fair value and the present value of the minimum lease payments. Assets held under finance leases are amortized on a basis consistent with similar owned assets. Payments made under finance leases are apportioned between capital repayments and interest expense charged to the Statement of Loss and Comprehensive Loss.

Other leases where the Company is a lessee are treated as operating leases. Payments made under operating leases are recognized in the Statement of Loss and Comprehensive Loss over the term of the lease.

Income Taxes
Income tax is comprised of current tax and deferred tax. Income tax is recognized in the Statement of Loss and Comprehensive Loss except to the extent that it relates to items recognized directly in equity, in which case it is recognized in equity.

Current tax is the tax expected to be payable on the taxable income for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognized using the liability method, providing for temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when they reverse, based on the laws that have been enacted or substantively enacted by the reporting date. Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realized simultaneously.

A deferred tax asset is recognized to the extent that it is probable that future taxable profits will be available against which the temporary difference can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

Revenue recognition
Revenue is recognized when a price is agreed, goods are shipped to the customers, all significant contractual obligations have been satisfied, and collectability is reasonably assured. Revenue is measured at the fair value of the consideration received or receivable.

Comprehensive Income (Loss)
Comprehensive income (loss) is defined as the change in equity from transactions and other events and circumstances from non-owner sources. "Other comprehensive income" ("OCI") refers to items recognized in comprehensive income but that are excluded from net income. For the year ended March 31, 2014 there was no other comprehensive income item, nor is there any accumulated balance of other comprehensive income.

Share Capital
Ordinary shares are classified as equity. Incremental costs directly attributable to the issuance of shares are shown in equity as a deduction from the proceeds received.

Note 4 – continued

Financial Instruments
Financial assets can be classified as "fair value through profit or loss" ("FVTPL"), "loans and receivables", "available-for-sale" or "held-to-maturity". Financial liabilities can be classified as FVTPL or "other financial liabilities".

All financial instruments are measured at fair value plus transaction costs on initial recognition of the instrument with the exception of financial instruments classified at FVTPL, which are measured at fair value and any associated transaction costs are expensed as incurred.

Financial assets and liabilities are offset and the net amount is presented in the Statement of Financial Position when, and only when, the Company has a legal right to offset the amounts and intends either to settle on a net basis or to realize the asset and settle the liability simultaneously.

The effective interest method is used for financial instruments measured at amortized cost and allocates interest over the relevant period. The effective interest rate is the rate that discounts estimated future cash flows (including all fees paid or received that form an integral part of the effective interest rate, transaction costs and other premiums and discounts) through the expected life of the instrument, to the net carrying amount on initial recognition.

Financial assets at FVTPL
Financial assets are classified as FVTPL when acquired principally for the purpose of trading, if so designated by management, or if they are derivative assets. Financial assets classified as FVTPL are measured at fair value, with changes recognized in the Statement of Loss and Comprehensive Loss.

The Company's FVTPL assets consist of cash.

Loans and receivables
Trade receivables, loans and other receivables that have fixed or determinable payments that are not quoted in an active market are classified as loans and receivables. Such assets are recognized initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition loans and receivables are measured at amortized cost using the effective interest method, less any impairment losses.

The Company's loans and receivables consist of promissory note receivable.

Available for sale financial assets
Available for sale financial assets are non-derivative financial assets that are designated as available for sale and that are not classified in any other category. Subsequent to initial recognition, they are measured at fair value and changes therein, other than impairment losses, are recognized in other comprehensive income and presented within equity in the fair value reserve. When an available for sale financial asset is derecognized, the cumulative gain or loss in other comprehensive income is transferred to profit or loss.

The Company currently has no assets which are designated as available for sale.

Held to maturity financial assets
If the Company has the positive intent and ability to hold certain financial assets to maturity, then such financial assets are classified as held to maturity. Held to maturity financial assets are recognized initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition they are measured at amortized cost using the effective interest method, less any impairment losses.

The Company currently has no assets which are designated as held to maturity.

Note 4 – continued

Financial liabilities at FVTPL
Financial assets are classified as FVTPL if they are designated as such by management, or they are derivatives. Financial liabilities classified as FVTPL are measured at fair value, with changes recognized in the Statement of Loss and Comprehensive Loss.

The Company currently has no liabilities which are designated as FVTPL.

Other financial liabilities
Other financial liabilities are financial liabilities that are not classified as FVTPL. Such financial liabilities are recognized initially at fair value plus any directly attributable transaction costs. Subsequent to initial recognition, other financial liabilities are measured at amortized cost using the effective interest method.

Financing fees and other costs incurred in connection with debt financing are deducted from the cost of the debt and amortized using the effective interest method.

The Company's other financial liabilities consist of accounts payable and accrued liabilities and payable to shareholders.

Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest, currency or credit risks arising from these financial instruments. The fair value of these financial instruments approximates their carrying values, unless otherwise noted.

Foreign currency translation
Transactions denominated in foreign currencies are translated into the functional currency of the Company at exchange rates prevailing at the transaction dates (spot exchange rates). Monetary assets and liabilities are retranslated at the exchange rates at the Statement of Financial Position date. Exchange gains and losses on translation or settlement are recognized in profit or loss for the current period.

Non-monetary items that are measured at historical cost are translated using the exchange rates at the date of the transaction and non-monetary items that are measured at fair value are translated using the exchange rates at the date when the items' fair value was determined. Translation gains and losses are included in profit or loss.

Future Accounting Policies
New or amended applicable accounting standards that have been previously issued by the IASB but are not yet effective, and have not been applied by the Company, are as follows:

IFRS 7: Financial instruments: disclosures and IAS 32: Financial instruments: presentation
Financial assets and financial liabilities may be offset, with the net amount presented in the statement of financial position, only when there is a legally enforceable right to set off and when there is either an intention to settle on a net basis or to realize the asset and settle the liability simultaneously. The amendments to IAS 32, issued in December 2011, clarify the meaning of the offsetting criterion "currently has a legally enforceable right to set off" and the principle behind net settlement, including identifying when some gross settlement systems may be considered equivalent to net settlement. The Company intends to adopt these amendments in its financial statements for the year commencing April 1, 2014. The Company does not expect the amendments to have a material impact on the financial statements.

IFRS 9: Financial Instruments: Classification and Measurement ("IFRS 9")
IFRS 9 was issued in November 2009 and subsequently amended as part of an ongoing project to replace IAS 39 *Financial instruments: Recognition and measurement*. The standard requires the classification of financial assets into two measurement categories based on the entity's business model

Note 4 – continued

for managing its financial instruments and the contractual cash flow characteristics of the instrument. The two categories are those measured at fair value and those measured at amortized cost. The classification and measurement of financial liabilities is primarily unchanged from IAS 39. However, for financial liabilities measured at fair value, changes in the fair value attributable to changes in an entity's "own credit risk" is now recognized in other comprehensive income instead of in profit or loss. This new standard will also impact disclosures provided under IFRS 7 *Financial instruments: disclosures*. The IASB has removed the previously proposed January 1, 2015 mandatory effective date. The IASB will decide on a new effective date when the entire IFRS 9 project is closer to completion. The Company is currently evaluating the impact of this new standard.

IAS 36: Impairment of assets

The amendments to IAS 36, issued in May 2013, require:

- Disclosure of the recoverable amount of impaired assets; and
- Additional disclosures about the measurement of the recoverable amount when the recoverable amount is based on fair value less costs of disposal, including the discount rate when a present value technique is used to measure the recoverable amount.

The amendments will only affect disclosure and are effective for annual periods beginning on or after January 1, 2014.

5. Promissory Note Receivable

Promissory note receivable with a related party is non-interest bearing, unsecured and is due on demand or at maturity on January 29, 2015.

6. Property, Plant and Equipment

	Equipment	Leasehold Improvements	Total
Cost			
July 25, 2013	-	-	-
Additions	146,741	308,918	455,659
Disposals	-	-	-
March 31, 2014	146,741	308,918	455,659
Net Book Value			
July 25, 2013	-	-	-
March 31, 2014	146,741	308,918	455,659

As the Company has not commenced operations as of March 31, 2014, no amortization has been taken on any of the property, plant and equipment.

7. Income Taxes

The nature and tax effect of items giving rise to the Company's deferred tax assets and liabilities are as follows:

Deferred tax assets (liabilities):	
Cumulative eligible capital	320
Non-capital loss carry forwards	28,848
Total deferred income tax assets	29,168
Less: deferred tax assets not realized	(29,168)
Deferred tax liability, net of deferred tax assets not realized	-

The Company has non-capital losses at March 31, 2014 of $106,846 which expire in 2044.

The reconciliation of the Company's effective tax expense is as follows:

Loss before taxes	(108,887)
Combined federal and provincial statutory income tax rate	27%
Income tax recovery calculated at statutory rate	(29,400)
Non-deductible items	232
Change in deferred tax assets not realized	29,168
Income tax expense (recovery)	-

8. Payable to shareholders

Amounts owing to shareholders are secured by a general security agreement and bear interest at Conexus Credit Union prime plus 2%, with monthly interest and principal payments of $24,500 beginning on July 1, 2014 to April 1, 2016 with the remainder of the balance outstanding including interest due in full on May 1, 2016.

9. Share Capital

Authorized: Unlimited number of common shares
Authorized: Unlimited number of preferred shares

Common shares issued:

	Number of Shares	Amount
July 25, 2013	-	-
Issued for cash	10,000	100
March 31, 2014	10,000	100

10. Financial Risk Management and Fair Value

The Company is required to disclose certain information concerning its financial instruments, which are defined as contractual rights to receive or deliver cash or other financial assets. The fair values of the Company's cash, accounts receivable and accounts payable and accrued liabilities approximate their carrying amount because of short period to scheduled receipt or payment of cash. The fair value of financial assets and liabilities are as follows:

	Carrying Value	Fair Value
Financial Assets		
Fair value through profit and loss		
Cash	793	793
Loans and receivables		
GST/HST receivable	19,419	19,419
Promissory note receivable	19,500	19,500
Financial Liabilities		
Other financial liabilities		
Accounts payable and accrued liabilities	159,673	159,673
Payable to shareholders	445,985	445,985

IFRS establishes a three tier fair value hierarchy to reflect the significance of the inputs used in measuring the fair value of the Company's financial instruments. The three levels are:

Level 1 – This level includes assets and liabilities measured at fair market value based on unadjusted quoted prices for identical assets and liabilities in active markets that the Company can access on the measurement date. Cash is measured using Level 1 inputs.
Level 2 – This level includes measurements based on directly or indirectly observable inputs other than quoted prices included in Level 1. Financial instruments in this category are measured using valuation models or other standard valuation techniques that rely on observable market inputs.
Level 3 – The measurements used in this level rest on inputs that are unobservable, unavailable, or whose observable inputs do not justify the largest part of the fair value instrument.

Financial instruments may expose the Company to a number of financial risks including interest rate risk, credit risk, currency risk and liquidity risk. Unless otherwise noted, it is management's opinion that the Company is not exposed to significant interest rate, credit, or currency risk.

Liquidity risk – Liquidity risk is the risk that the Company will be unable to meet its financial obligations as they fall due. Until the Company begins operations, the Company manages liquidity risk through shareholder loans. Upon commencement of operations, the Company anticipates that cash flows from operations, working capital, and other sources of financing will be sufficient to meet its financial obligations and will provide sufficient funding for anticipated capital expenditures. All current financial liabilities on the Statement of Financial Position are anticipated to come due within one year of the reporting date.

11. Related Party Transactions

The Company paid $34,060 in building rent to 101068682 Saskatchewan Ltd., who is related through common ownership. Included in accounts payable and accrued liabilities is $63,891 owing to the shareholders for reimbursement of corporate expenses at cost that were undertaken exclusively for the benefit of the Company and $35,763 owing to 101068682 Saskatchewan Ltd. Key management compensation of the Company related to short-term employee benefits is $21,459.

12. Capital Risk Management

The Company's objectives when managing capital are to safeguard the Company's ability to operate as a going concern in order to provide returns for shareholders and benefits for other stakeholders. The Company defines capital as shareholders' equity. The Company manages the capital structure and makes adjustments to it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust the capital structure, the Company may attempt to issue new debt, and acquire or dispose of assets. The Board of Directors does not establish a quantitative return on capital criteria, but rather promotes year over year sustainable growth.

As of March 31, 2014, the Company is not subject to any externally imposed restrictions on capital.

13. Operating Lease Commitment

The Company leases a building in which its production facility is situated. There are three lease agreements covering different areas of the building. Each lease agreement has different terms. One of the lease agreements stipulate that if the Company is not in a financial position to take possession of the lease by September 2014 then that lease agreement will become null and void. The third lease does not commence until June 1, 2015 and stipulates that if the Company is not in a financial position to take possession of the lease by September 2015 then that lease agreements will become null and void. The leases expiry dates range from 2015 to 2020. The Company has the option to purchase the land and building for $4 million anytime prior to April 24, 2019.

The future minimum lease payments required over the next five years for the building leases are as follows:

2015	$ 110,412
2016	437,224
2017	510,774
2018	523,314
2019	512,186
Thereafter	446,280

During the period ended March 31, 2014, the Company recognized as an expense $38,284 in operating lease payments.

14. Subsequent Event

On April 1, 2014, the current portion and long term portions of payable to shareholders were converted to Class A common shares at $0.15 per share.

On June 24, 2014, the Company authorized and issued 3,333,333 Class A common shares at $0.15 per share for the aggregate subscription price of $500,000. Each subscriber in this issuance is entitled to receive from the Company a warrant at an exercise price of $0.25 per Class A common share for an aggregate price of $833,333 for a term of twelve months from the date of the Company being listed on the Canadian Securities Exchange.

SCHEDULE "M"

PRO–FORMA UNAUDITED BALANCE SHEET OF LAIDINEACH INVESTMENT ACQUISITION CORP. AND RTREES PRODUCERS LIMITED AS AT APRIL 30, 2013

- **Schedule M:** RTE Pro-Forma Combined Financial Statements Giving Effect to the Amalgamation as of April 30, 2014
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PRO FORMA CONSOLIDATED FINANCIAL STATEMENTS

RTREES PRODUCERS LTD.

April 30, 2014

(EXPRESSED IN CANADIAN DOLLARS)

(UNAUDITED)

Amalgamated RTrees Producers Ltd.

Pro-Forma Consolidated Statement of Financial Position
(Unaudited)

	rTrees Producers Limited	Laidineach Investment Acquisition Corp.		Pro-Forma Adjustments	Pro-Forma Consolidated
	March 31, 2014 (Audited)	On Incorporation April 29, 2014 (Unaudited)		(Note 4)	rTrees Producers Limited April 30, 2014 (Unaudited)
	$	$		$	$
ASSETS					
Current Assets					
Cash	793	100	(a)	-200	693
Tax Receivable	19,419				19,419
Prepaid	1,500				1,500
Note Receivable	19,500				19,500
Share Proceeds			(f,J)	1,700,000	1,700,000
Total Current	41,212	100		1,699,800	1,741,112
Property Plant and Equipment	455,659				455,659
Acquisition Agreement			(d,I)	6,400,000	6,400,000
Non Currrent Assets	455,659	0		6,400,000	6,855,659
Total Assets	496,871	100		8,099,800	8,596,771
LIABILITIES AND SHAREHOLDERS' EQUITY					
Current Liabilities					
Accounts payables	159,673	-		-	159,673
Current Portion L-T Payables	220,500		(e)	-220,500	0
Current Liabilities	380,173	0		-220,500	159,673
Payable to Shareholders	225,485		(e)	-225,485	0
Total Liabilities	605,658		(e)	-445,985	159,673

Shareholders' Equity					
Share capital	100	100	(a,b)	-200	0
Deemed RTO cost			(c)	160,811	160,811
Shares for Debt			(e)	445,985	445,985
Placement			(f)	500,000	500,000
Business Acquisition			(d,l)	6,400,000	6,400,000
Listing Expense			(g)	225,000	225,000
Finders Fee			(h)	30,000	30,000
Round 2 Placement			(J)	1,200,000	1,200,000
Deficit	-108,887	-			-108,887
Deemed RTO cost			(c)	-160,811	-160,811
Listing Expense			(g)	-225,000	-225,000
Finders Fee			(h)	-30,000	-30,000
	-108,787	100		8,545,785	8,437,098
	496,871	100		8,099,800	8,596,771

Amalgamated RTrees Producers Ltd.
Pro-Forma Consolidated Statements of Comprehensive Loss
(Unaudited)

	rTrees Producers Limited	Laidineach Investment Acquisition Corp.		Pro-Forma Adjustment	Pro-Forma Consolidated
	From Incorporation	On Incorporation April 29, 2014		(Note 4)	rTrees Producers Limited
	July 25, 2013 to March 31, 2014 (Audited)	(Unaudited)			July 25, 2013 to April 30, 2014
	$	$		$	$
Revenue	0			-	0
Rent	38,284	-			38,284
Salaries, Wages, Benefits	21,459				21,459

Supplies	11,359			-	11,359
Bank & Interest	9,359				9,359
Professioanl Fees	7,887				7,887
Advertising and Promotion	6,674				6,674
Travel	3,926				3,926
Office	2,742				2,742
Equipment rent	2,422				2,422
Misc Admin	4,775				4,775
Deemed Listing Cost	-	-	(c)	160811	160,811
Listing Costs				225,000	225,000
Finders Fee				30,000	30,000
	108,887	0	0	415,811	524,698
Net loss and comprehensive loss	-108,887	-			-524,698
Basic and diluted loss per common share	-$10.89				-0.010

1. Basis of Presentation

The unaudited pro forma consolidated financial statements of RTrees Producers Ltd. ("New RTR") as at April 30, 2014 have been prepared by management after giving effect to a proposed amalgamation between Laidineach Investment Acquisition Corp. ("Laidineach") and RTrees Producers Ltd. Inc. ("Old RTR"). Laidineach, currently a wholly-owned subsidiary of 0941092 B.C. Ltd, was incorporated April 29, 2014 and will acquire the letter of intent dated February 6, 2014 with RTrees Producers Ltd. for aggregate consideration of 8,576,567 BC0941092 Shares multiplied by the Conversion Factor or a total of 1,714,513 shares.

Subject to receipt of all necessary approvals and pursuant to the Amalgamation Agreement between Laidineach and Old RTR, and on the effective date of the Amalgamation of Laidineach and Old RTR, the following shall occur and shall be deemed to occur in the following order without any further act or formality. All Laidineach Shares will be exchanged for shares of RTR on a 0.1249999 for one basis. All Old RTR Shares will be exchanged for shares of RTR on a one to one basis. Laidineach and RTR will file an amalgamation application with the Registrar. Laidineach Shares and Old RTR Shares will be cancelled. The property of each of the amalgamating companies shall continue to be the property of RTR. RTR shall continue to be liable for the obligations of each of the amalgamating companies.

The unaudited pro forma consolidated statement of financial position is the result of combining the audited consolidated statement of financial position of Old RTR as at March 31, 2014 and the unaudited statement of financial position of Laidineach on incorporation April 29, 2014, the Audited Financial Statements of 0941092 B.C. Ltd. as of April 30, 2013, and the unaudited interim nine month statements of 0941092 B.C. Ltd. to January 31, 2014.

The unaudited pro forma consolidated statement of comprehensive loss for the period ended April 30, 2014 is the result of combining the audited consolidated statement of comprehensive loss for Old RTR for the period from incorporation July 25, 2013 to March 31, 2014 with the unaudited statement of comprehensive loss of Laidineach on incorporation April 29, 2014.

It is the opinion of New RTR' management that the pro forma consolidated statement of financial position as at April 30, 2014 and the pro forma consolidated statement of comprehensive loss for the period then ended include all adjustments necessary for the fair presentation, in all material respects, of the transactions and assumptions described in Notes 3 and 4 and the results of the combined operations in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB"), applied on a basis consistent with Old RTR's accounting policies.

The pro forma consolidated financial statements for the period intend to reflect the financial position and results of operations and comprehensive loss of the amalgamated company had the proposed transactions occurred on April 30, 2014. However, these pro forma consolidated statements of comprehensive loss are not necessarily indicative of the financial position or results of operations, which would have resulted if the transactions had actually occurred on April 30, 2014 and been in effect for that period.

The unaudited pro forma consolidated financial statements should be read in conjunction with the historical financial statements and the notes thereto of Old RTR and 0941092 B.C. Ltd. Unless otherwise noted, the pro forma consolidated financial statements and accompanying notes are presented in Canadian dollars.

2. Significant accounting policies

The unaudited pro forma consolidated financial statements have been compiled using the significant accounting policies as set out in the audited consolidated financial statements of Old RTR as at and for the period ended April 30, 2014. The significant accounting policies of New RTR conform in all material respects to those of 0941092 B.C. Ltd.

3. Amalgamation

The Issuer was incorporated under the name "Laidineach Investment Acquisition Corp." on April 29,2014. The unaudited pro forma consolidated financial statements reflect the effect of a transaction whereby Old RTR and Laidineach conduct an amalgamation and the resulting entity will continue with fully consolidated financial statements as one company under the name of RTrees Producers Ltd. ("New RTR") upon closing as follows:

- Laidineach shareholders will receive 0.1249999 New RTR shares in exchange for each 1 Laidineach Shares held;

- Old RTR Shareholders will receive 1 New RTR share in exchange for 1 Old RTR Share;

The transaction is accounted for in accordance with IFRS 2 *Share-based Payment* whereby Old RTR is deemed to have issued shares in exchange for the net assets of New RTR together with New RTR's status as a reporting issuer. The fair value of the listing cost is based on the value of the consideration received by Old RTR. The accounting for this transaction is described in pro forma adjustments in Note 4.

4. Pro-forma Adjustments

The unaudited pro-forma consolidated financial statements include the effects of the following transactions as if they had occurred at the period ended April 30, 2014:

a) All Old RTR shareholders exchanged their shares for shares in New RTR on a one-to-one basis and all Laidineach shareholders exchanged their shares in New RTR on a 0.1249999 for one new for one basis (8 old for one new),

b) RTrees Producers Ltd. issued ten thousand common shares at a price of $.01 per share on incorporation on July 25, 2013 which were subsequently redeemed on amalgamation for the same price.

c) RTrees Producers Ltd. proposes to issue 20,000,000 shares at a deemed value of $.02 per share for total consideration of $400,000 in respect of the business for the production of dried marijuana for medical purposes pursuant to the Marihuana for Medical Purposes Regulations which came into force on June 18, 2013.

d) The 1,072,070 common shares of New RTR issued to Laidineach shareholders had a value of $0.15 per share for a total value of $160,811, which was equivalent to value of the Old RTR's value per share immediately before the amalgamation. The value of these shares constituted the fair value of the consideration given up by Old RTR and was charged to listing cost of New RTR upon amalgamation.

e) On April 1, 2014 RTrees Producers Ltd. issued 2,973,233 shares at $.15 per share in settlement of current and longterm shareholder loans totaling $445,985.

f) On June 24, 2014, RTrees Producers Ltd. issued 3,333,333 shares at $.15 per share for net additional cash consideration of $500,000.

g) RTrees Producers Ltd. proposes to issue 1,500,000 shares at a deemed value of $.15 per share for total consideration of $225,000 in respect of costs related to becoming public and listing.

h) RTrees Producers Ltd. proposes to issue 200,000 shares at a deemed value of $.15 per share for total consideration of $30,000 as a finders fee related to the going public transactions.

i) RTrees Producers Ltd. proposes to issue 20,000,000 shares at a deemed value of $.30 per share for total consideration of $6,000,000 in trust subject to the grant by Health Canada of a license for the production of dried marijuana for medical purposes pursuant to the Marihuana for Medical Purposes Regulations which came into force on June 18, 2013.

j) RTrees Producers Ltd. proposes to issue 4,000,000 shares at a deemed value of $.30 per share for total consideration of $1,200,000 in a share offering coincident with going public.

5. Pro Forma Share Capital

After giving effect to the pro forma assumptions and adjustments in Note 4, the issued and fully paid share capital of New RTR is as follows:

Share capital:	Number of Common Shares	Amount
(c) New RTR Shares issued to Laidineach shareholders		**$**
	1,714,513	**160,811**
New RTR shares issued to Old RTR shareholders:		
(d) shares issued for business @$.02 per share	**20,000,000**	**400,000**
(e) shares issued for loans advanced @$.15 per share	**2,973,233**	**445,985**
(f) Private Placement @ $.15 per share	**3,333,333**	**500,000**
(g) Pro forma issuance for listing costs @ $.15 per share	**1,500,000**	**225,000**
(h) Finders Fee @ $.15 per share	**200,000**	**30,000**
(I) Issued in trust pending license @ $.30 per share	**20,000,000**	**6,000,000**
(J) Going Public Financing @ $.30 per share	**4,000,000**	**1,200,000**
Total New RTR shares to Old RTR Shareholders	**52,006,566**	**8,800,985**
Pro-forma share capital	**53,721,079**	**$8,961,796**

6. Pro Forma Statutory Income Tax Rate

The pro forma effective statutory income tax rate of the combined companies is 25.5%. New RTR was incorporated under the Business Corporations Act of Sakatchewan.

SCHEDULE "N"

LETTER OF INTENT BETWEEN BC0941092 AND CDN WATER CORP.

AMALGAMATION AGREEMENT

This amalgamation agreement is made as of the 10th day of July, 2014.

BETWEEN:

ACQUA EXPORT ACQUISITION CORP., a corporation duly incorporated under the laws of the Province of British Columbia and having an office in the City of Vancouver (hereafter referred to as "**Acqua**")

-and-

CDN WATER CORP., a corporation duly incorporated under the laws of the Province of British Columbia and having an office in the City of Vancouver (hereafter referred to as "**CWC**")

WHEREAS upon the terms and subject to the conditions set out in this Agreement, the parties intend to effect an amalgamation whereby, among other things, Acqua and CWC will combine and continue as one corporation upon and subject to the terms and conditions hereof;

AND WHEREAS the board of directors of each of Acqua and CWC has determined that it would be in the best interests of each corporation and the best interests of their respective shareholders to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms will have corresponding meanings:

"**Acqua Financial Statements**" means the unaudited financial statements of Acqua for the period ended April 30, 2014, together with the notes thereto;

"**Acqua Governing Documents**" means the Certificate of Incorporation and articles of incorporation of Acqua and all amendments thereto;

"**Acqua Shareholders**" means the holders of Acqua Shares who shall be the same shareholders as the shareholders of 0941092 B.C. Ltd. after completion of the plan of arrangement;

"**Acqua Shares**" means the common shares of Acqua as presently constituted and, for greater certainty, before giving effect to the Amalgamation;

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**" and "**hereof**" and similar expressions refer to this Agreement, as the same may be amended or supplemented from time to time and, where applicable, to the appropriate Schedules hereto;

"**Amalco**" has the meaning set out in section 2.1;

"**Amalco Options**" means options to acquire Amalco Shares to be issued by Amalco in conjunction with the completion of the Amalgamation;

"**Amalco Shares**" means the common shares of Amalco as provided for in the Articles of Amalgamation;

"**Amalco Warrants**" means warrants exercisable into Amalco Shares to be issued by Amalco in conjunction with the completion of the Amalgamation;

"**Amalgamation**" means the amalgamation of Acqua and CWC contemplated by this Agreement;

"**Amalgamation Application**" means, collectively a (i) Form 13 Amalgamation Application without court approval together with the signatures of the authorized signatories of each of CWC and Acqua, (ii) a statutory declaration of an officer or director of each of CWC and Acqua, and (iii) the applicable filing fee payable to the Minister of Finance;

"**Amalgamation Resolutions**" means the respective special resolutions of Acqua shareholders and CWC shareholders approving the Amalgamation, as required by the BCBCA;

"**Applicable Laws**" means applicable corporate laws, including the BCBCA and all securities laws, regulations and rules, all policies thereunder and rules of applicable stock exchanges;

"**Articles of Amalgamation**" means the articles of amalgamation of Amalco substantially in the form set out in Schedule A hereto;

"**Authorization**" means any order, permit, approval, consent, waiver, license, certificates, registrations or similar authorization of any Governmental Authority having jurisdiction;

"**BC0941092 Information Circular**" means the information circular of 0941092 B.C. Ltd. to be sent to shareholders in connection with the plan of arrangement between 0941092 B.C. Ltd., Acqua, Breosla Oil Acquisition Corp., Forbairt Development Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp. and the Amalgamation to be approved by shareholders at the BC0940912 Meeting;

"**BC0941092 Meeting**" means the annual general and special meeting of shareholders of 0941092 B.C. Ltd. to be held to consider, among other things, the Amalgamation and all things necessary to effect the Amalgamation transaction;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) as in effect as of the date hereof and as amended, including regulations promulgated thereunder;

"**Business Day**" means any day, other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

"**Certificate of Amalgamation**" means the certificate of amalgamation issued by the Registrar of Companies for British Columbia under the BCBCA giving effect to the Amalgamation;

"**Closing**" means the completion of the Amalgamation;

"**CSE**" means the Canadian Securities Exchange;

"**Contract**" means any agreement, contract, licence, undertaking, option, engagement, or commitment of any nature, written or oral, including any: (i) lease of personal property, (ii) derivative contract, and (iii) restrictive agreement or negative covenant agreement;

"**CWC Assets**" refers to all contracts, licenses, assignments, properties held by CWC, including the Exclusive Supplier Agreement with Beijing Liangqianjia Tea Co., Ltd., as more particularly described in Schedule F;

"**CWC Financial Statements**" means the audited financial statements of CWC for the period from inception on December 16, 2013 to February 28, 2014, together with the notes thereto;

"**CWC Governing Documents**" means the Certificate of Incorporation and articles of incorporation of CWC and all amendments thereto;

"**CWC Meeting**" means the special meeting of CWC Shareholders to be held to consider the Amalgamation and all things necessary to effect the Amalgamation;

"**CWC Optionholders**" means the holders of CWC Options;

"**CWC Options**" means options to purchase CWC Shares;

"**CWC Shareholders**" means the holders of CWC Shares;

"**CWC Shares**" means the common shares of CWC as presently constituted;

"**CWC Warrantholders**" means the holders of CWC Warrants;

"**CWC Warrants**" means the outstanding warrants of CWC as presently constituted;

"**Dissent Rights**" means the right of dissent in respect of the Amalgamation Resolutions provided pursuant to the BCBCA;

"**Dissenting Shareholders**" means an Acqua Shareholder or a CWC Shareholder, as the case may be, who exercises Dissent Rights in connection with the Amalgamation Resolutions and has sent to Acqua or CWC, as the case may be, a written objection and a demand for payment within the time limits and in the manner prescribed by Part 8, Division 2 of the BCBCA;

"**Effective Date**" means the date of registration or filing indicated upon the Certificate of Amalgamation upon filing of the Articles of Amalgamation;

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date;

"**Escrow Agreement**" means the agreement prepared in the form of escrow agreement prescribed under National Policy 46-201 that may be required to be entered into pursuant to the policies of the CSE among Acqua, CWC, the Transfer Agent, and certain shareholders of Acqua and CWC, including all of the proposed directors, officers and consultants of Amalco, whereby all securities of Amalco, beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the proposed directors, officers and consultants of Amalco, and the respective affiliates or associates of any of them, including any Acqua Shares or CWC Shares deposited under any previous escrow agreements, shall be placed in and made subject to an escrow agreement as if Amalco were subject to the requirements of National Policy 46-201 providing for the escrow of the securities held by principals for a period of 36 months from the Effective Date;

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

"**IFRS**" means International Financial Reporting Standards, consistently applied;

"**Material Adverse Effect**" means, when used in connection with Acqua or CWC, as applicable, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of Acqua or CWC, as the case may be, taken as a whole, and which change or effect may reasonably be expected to materially reduce the value of the equity securities of Acqua or CWC, as the case may be, (other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by Acqua or CWC, as applicable, to the other party prior to the date hereof; (ii) resulting from conditions affecting the bottled water

industry as a whole; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

"**Ordinary Course**" means, with respect to any actions taken by Acqua or CWC, as applicable, that such action is consistent with the past practices of Acqua or CWC, as applicable, and is taken in the ordinary course of the normal day to day operations of Acqua or CWC, as applicable;

"**Person**" means and includes an individual, firm, sole proprietorship, partnership, joint venture, venture capital or hedge fund, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, trust, body corporate (including a limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Registrar**" means the person appointed as the Registrar of Companies under section 400 of the BCBCA;

"**Regulations**" means all statutes, laws, rules, orders, directives and regulations in effect from time to time and made by Governmental Authorities having jurisdiction over Acqua or CWC, as applicable;

"**Securities Laws**" means any applicable Canadian provincial securities laws and any other applicable securities laws;

"**Tax Act**" means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time;

"**Taxes**" means all taxes, however determined, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any federal, provincial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes including, but not limited to, federal income taxes and provincial income taxes, capital, payroll and employee withholding taxes, labour taxes, employment insurance, social insurance taxes, sales and use taxes, *ad valorem* taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature;

"**Transfer Agent**" means Computershare Trust Company of Canada;

1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

In the absence of a specific designation of any currency, any dollar amount referenced herein shall be deemed to refer to lawful currency of Canada.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.7 Attornment

Each of the parties hereby irrevocably and unconditionally consents to and submits to the jurisdiction of the courts of the Province of British Columbia in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either party in such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS applied on a consistent basis.

1.9 Inclusive Terminology

Whenever used in this Agreement, the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitations, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive.

1.10 Knowledge

In this Agreement, whenever a representation or warranty is made on the basis of the knowledge or awareness of Acqua or CWC, as the case may be, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the officers of Acqua or CWC, as the case may be, after that officer has made all inquiries and investigations in order to obtain or improve his or her knowledge or awareness in respect to the applicable matter, condition or circumstance that a reasonable and prudent individual seeking to diligently and in good faith make true and accurate disclosures, representations and warranties in respect to the applicable matter, condition or circumstances would make.

1.11 Incorporation of Schedules

Schedule A	Articles of Amalgamation
Schedule B	CWC Warrants and Options Outstanding
Schedule C	Financial Commitments
Schedule D	Material Contracts
Schedule E	Acqua Assets
Schedule F	CWC Assets

ARTICLE 2
THE AMALGAMATION

2.1 Amalgamation

Acqua and CWC agree to amalgamate, pursuant to the provisions of the BCBCA, and to continue as one corporation ("**Amalco**") effective as of the Effective Time, or such other date as the boards of directors of Acqua and CWC may mutually determine, upon and subject to the terms and conditions set out in this Agreement.

ARTICLE 3
AMALCO

3.1 Name

The name of Amalco shall be "Cdn Water Corp."

3.2 Registered and records office address

The registered and records office address of Amalco shall be located at 1010, 1030 West Georgia Street, Vancouver, British Columbia, V6E 2Y3, unless changed in accordance with the BCBCA.

3.3 Authorized share capital

Amalco shall be authorized to issue an unlimited number of common shares without par value. The rights, privileges, restrictions and conditions attaching to the shares shall be as set forth in Schedule A to this Agreement.

3.4 Restrictions on business

There shall be no restrictions on the business that Amalco is authorized to carry on or on the powers Amalco may exercise.

3.5 Number of directors

The board of directors of Amalco shall, until otherwise changed in accordance with the BCBCA, consist of a minimum of three directors. The directors of Amalco from time to time shall be empowered to determine the number of directors of Amalco and the number of directors to be elected at future annual or special meetings of shareholders.

3.6 Initial directors

The first directors of Amalco shall be the persons whose names and addresses appear below:

Name	**Address**	**Resident Canadian**
Shao Long Li	3282 West 34th Avenue Vancouver, B.C. V6N 2K4	Yes
Charles Sze Pui Lee	3311 Bowen Drive Richmond, B.C. V7C 4C6	Yes
Donald Albert Gordon	22-275 E. 13th Street North Vancouver, B.C. V7L 2L6	Yes

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

3.7 Indemnification of resigning Acqua directors

Acqua and CWC agree that all rights to indemnification or exculpation now existing in favour of the current directors of Acqua who are not continuing as directors of Amalco, as provided in Acqua's articles, shall survive the Amalgamation and shall continue in full force and effect for a period of not less than two years from the Effective Time.

3.8 First auditors

The first auditors of Amalco shall be Vohora & Company, Chartered Accountants LLP, of Vancouver, British Columbia, or such other accounting or auditing firm as may be agreed to by the parties. The first auditors of Amalco shall hold office until the first annual meeting of Amalco following the Amalgamation or until their successors are elected or appointed.

3.9 Notice of Articles and Articles

The Articles of Amalco, until repealed, amended or altered, shall be the Articles set forth in Schedule A hereto. The Notice of Articles of Amalco, until amended or altered, shall be the Notice of Articles contained in the Amalgamation application.

3.10 Exchange of Shares

As at the Effective Time,

(a) Acqua Shareholders will receive 0.25 Amalco Share in exchange for every one (1) Acqua Share, and all the Acqua Shares will be cancelled;
(b) CWC Shareholders will receive one (1) Amalco Share in exchange for every one (1) CWC Share, and all the CWC Shares will be cancelled;
(c) CWC hereby warrants it has no warrants outstanding and will be not be issuing any warrants;
(d) CWC hereby warrants it has no options outstanding and will not be issuing any options;
(e) Acqua hereby warrants it has no warrants outstanding and will not be issuing any warrants; and
(f) Acqua hereby warrants it has no options outstanding and will not be issuing any warrants.

3.11 Fractional shares

No fractional shares will be issued upon the Amalgamation and in the event that an Acqua Shareholder or a CWC Shareholder would, but for this paragraph, have been entitled on the Amalgamation to receive a fraction of an Amalco Share in exchange for Acqua Shares or CWC Shares, registered in such holder's name, the number of Amalco Shares issuable to such holder will be rounded down to the nearest whole number.

3.12 Stated capital accounts

Subject to reduction to effect payments made to Dissenting Shareholders as hereinafter set forth, the aggregate paid-up capital in the records of Amalco shall be the aggregate of the paid-up capital as defined in the Tax Act of Acqua and CWC immediately prior to the Effective Time. The amount of paid-up capital attributable to the Amalco Shares shall be adjusted to reflect payments that may be made to Dissenting Shareholders.

3.13 Dissenting Shareholders

Acqua Shares or CWC Shares which are held by a Dissenting Shareholder shall not be converted into Amalco Shares. However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under section 238 of the BCBCA or forfeits its right to make a claim under the BCBCA, or if its rights as a shareholder of Acqua or CWC, as the case may be, are otherwise reinstated, such Acqua Shares or CWC Shares, as the case may be, shall be deemed to have been exchanged as of the Effective Date for Amalco Shares as prescribed in Section 3.10.

3.14 Contribution of assets

Each of Acqua and CWC shall contribute to Amalco all its assets, subject to its liabilities, as such exist before the Effective Time.

3.15 Property of Amalco

Amalco shall possess all the property, rights, privileges and franchises and shall be subject to all the liabilities, contracts, disabilities and debts of each of Acqua and CWC as they exist immediately before the Effective Time.

3.16 Share Certificates

Share certificates shall be issued in respect of the Amalco Shares as at the Effective Date, and all the Certificates issued by Acqua for Acqua Shares and all of the Certificates issued by CWC for CWC Shares shall be deemed to be cancelled as at the Effective Date.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF ACQUA

Acqua represents and warrants to CWC as follows and acknowledges and confirms that CWC is relying on such representations and warranties in connection with its entering into the Amalgamation:

(a) **Incorporation**. Acqua has been validly incorporated and is existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business

as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Material Adverse Effect;

(b) **Due Authorization, etc.** Acqua has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Acqua and constitutes a valid and binding agreement enforceable against Acqua in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;

(c) **Reporting Issuer Status.** After completion of the plan of arrangement with 0941092 B.C. Ltd., Acqua will be a "reporting issuer" within the meaning of the *Securities Act* (British Columbia), and to the best of management's knowledge, information and belief, after having made reasonable inquiries, will be in material compliance with its obligations as a reporting issuer, and neither the British Columbia Securities Commission nor the Alberta Securities Commission, or other Governmental Authority, has issued any order preventing the Amalgamation;

(d) **Litigation**. There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Acqua, pending or threatened against or relating to Acqua, or affecting its material assets and there is not presently outstanding against Acqua any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(e) **Bankruptcy, etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by Acqua or, to the knowledge of Acqua, are pending against Acqua;

(f) **Financial Statements.** The Acqua Financial Statements have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position of Acqua as at the date of such financial statements;

(g) **Liabilities**. Except those set out in the Acqua Financial Statements referred to above, Acqua has no material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, and whether due or to become due or asserted or, to its knowledge, unasserted, whether or not required by IFRS to be reflected in, reserved against or otherwise described in the balance sheet of Acqua (including the notes thereto), which constitute a Material Adverse Effect, and Acqua has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person save and except with regard to the indemnification of its directors and officers under the BCBCA and its by-laws;

(h) **Absence of Conflict.** None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:

(i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of Acqua;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Acqua is a party or by which it is bound or to which its property is subject, all as of the Effective Time;

(iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by Acqua, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of Acqua under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or

(iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to Acqua;

that would, individually or in the aggregate, have a Material Adverse Effect on Acqua or materially impair the ability of Acqua to perform its obligations hereunder or prevent or materially delay the Amalgamation or any of the transactions contemplated hereby;

(i) **Taxes.** As of the date of this Agreement, Acqua:

(i) has duly and in a timely manner filed all Tax returns and reports required by Applicable Laws to have been filed by it, has duly reported all income and other amounts required to be reported and has paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority. Acqua has duly and in a timely manner paid, deducted, withheld, collected and remitted all Taxes required to be paid, deducted, withheld, collected or remitted by it and has made full provision, in accordance with IFRS, for (including properly accruing and reflecting on its books and records) all Taxes that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement. The Acqua Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on Acqua, or their property or rights, arising out of operations on or before the date of the balance sheet set forth in the Acqua Interim Financial Statements in accordance with IFRS, regardless of whether such amounts are payable before or after the Effective Date. No deficiency in payment of any Taxes for any period has

been asserted by any Governmental Authority and remains unsettled at the date hereof. There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of Acqua, contemplated against Acqua in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes; and

(ii) is a "taxable Canadian corporation" within the meaning of the *Income Tax Act* (Canada).

(j) **Restrictions on Amalgamation.** Except to the extent that Acqua must comply with Applicable Laws, Acqua is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict Acqua from entering into and completing the Amalgamation;

(k) **Voting Agreements.** Acqua is not a party to any agreement nor, to Acqua's knowledge, is there any agreement, which in any manner affects the voting control of any of the securities of Acqua;

(l) **Books and Records.** The corporate records and minute books of Acqua contain or, at or prior to the Amalgamation will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(m) **Public Disclosure Documents.** To the best of its knowledge, Acqua is current in the filing of all public disclosure documents required to be filed by Acqua under applicable Securities Laws and stock exchange rules (including all Contracts required by Securities Laws to be filed by Acqua) and there are no filings that have been made thereunder on a confidential basis; and

(n) **No Misrepresentation.** To the best of management's knowledge, information and belief, after having made reasonable inquiries, no portion of the public disclosure documents filed by Acqua under applicable Securities Laws contained a misrepresentation (as such term is defined in the *Securities Act* (British Columbia)) as at its date of public dissemination.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF CWC

CWC represents and warrants to Acqua as follows and acknowledges and confirms that Acqua is relying on such representations and warranties in connection with its entering into the Amalgamation

(a) **Incorporation.** CWC has been validly incorporated and is existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business

as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Material Adverse Effect on CWC;

(b) **Due Authorization.** CWC has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by CWC and constitutes a valid and binding agreement enforceable against CWC in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;

(c) **CWC Assets.** CWC is the legal and beneficial owner of and has good and marketable title to the deeds, contracts, assignments, licenses, claims, leases or other instruments conferring ownership rights in respect of the assets in which CWC has an interest referred to in Schedule F of this Agreement. All agreements by which CWC holds an interest in the CWC Assets are in good standing under Applicable Laws and all financial commitments required to maintain the CWC Assets in good standing have been properly met in a timely manner with the appropriate Governmental Authority and there are no encumbrances or any other interests in or on such CWC Assets except as disclosed herein. CWC has conducted and is conducting its business in material compliance with all Applicable Laws, including all Governmental Authority authorizations and instructions, whether in writing or oral, relating to the CWC Assets. CWC has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the deeds, assignments, licenses, leases or other instruments conferring rights in respect of the CWC Assets that would, individually or in the aggregate, result in a Material Adverse Effect on CWC. Without limiting the generality of the foregoing, CWC has obtained all licenses and permits necessary for the operation of the business of CWC, has not taken any action which would impair the ability of CWC to obtain necessary licenses or permits in the future for the continued operation of such business, in accordance with Applicable Laws and requirements of all Governmental Authorities;

(d) **Litigation.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of CWC, pending or threatened against or relating to CWC, or affecting the CWC Assets or its material properties and there is not presently outstanding against CWC any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(e) **Bankruptcy, etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by CWC or, to the knowledge of CWC, are pending against CWC;

(f) **Financial Statements.** The CWC Financial Statements have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position of CWC as at the date of such financial statements;

(g) **Liabilities.** Except those set out in the CWC Financial Statements referred to above, CWC has no material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, and whether due or to become due or asserted or, to its knowledge, unasserted, whether or not required by IFRS to be reflected in, reserved against or otherwise described in the balance sheet of CWC (including the notes thereto), which constitute a Material Adverse Effect, and CWC has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person save and except with regard to the indemnification of its directors and officers under the BCBCA and its Articles of Incorporation;

(h) **Absence of Conflict.** None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:

(i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of Incorporation of CWC;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which CWC is a party or by which it is bound or to which its property is subject, all as of the Effective Time;

(iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by CWC, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of CWC under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or

(iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to CWC;

that would, individually or in the aggregate, have a Material Adverse Effect on CWC or materially impair the ability of CWC to perform its obligations hereunder or prevent or materially delay the consummation of any of the transactions contemplated hereby;

(i) **Taxes.** As of the date of this Agreement, CWC:

(i) has duly and in a timely manner filed all Tax returns and reports required by Applicable Laws to have been filed by it, has duly reported all income and other amounts required to be reported and has paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority. CWC has duly and in a timely manner paid, deducted, withheld, collected and remitted all Taxes required to be paid, deducted, withheld, collected or remitted by it and has made full provision, in accordance with IFRS, for (including properly accruing and reflecting on its books and records) all Taxes that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement. The CWC Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on CWC, or their property or rights, arising out of operations on or before the date of the balance sheet set forth in the CWC Financial Statements in accordance with IFRS, regardless of whether such amounts are payable before or after the Effective Date. No deficiency in payment of any Taxes for any period has been asserted by any Governmental Authority and remains unsettled at the date hereof. There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of CWC, contemplated against CWC in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes; and

(ii) is a "taxable Canadian corporation" within the meaning of the *Income Tax Act* (Canada);

(j) **Restrictions on Amalgamation.** CWC is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict CWC from entering into and completing the Amalgamation;

(k) **Voting Agreements.** CWC is not a party to any agreement nor, to CWC's knowledge, is there any agreement, which in any manner affects the voting control of any of the securities of CWC; and

(l) **Books and Records.** The corporate records and minute books of CWC contain or, at or prior to the Amalgamation will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.

ARTICLE 6
COVENANTS OF ACQUA

6.1 Acqua covenants in favour of CWC that, during the period from the date hereof to the Effective Date, Acqua shall:

(a) **Conduct Business in the Ordinary Course.** Except for the transactions contemplated by the BC0941092 Information Circular, Acqua will conduct its business and its operations and affairs only in the Ordinary Course, and Acqua will not, without the prior written consent of CWC, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of Acqua contained herein or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation, except as specifically contemplated herein;

(b) **Corporate Action.** Acqua will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to secure the approval of the Amalgamation, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement, and to cause all necessary meetings of directors and shareholders of Acqua to be held for such purpose. In particular, the BC0941092 Meeting will be convened for the purposes of approving, among other things:

(i) a plan of arrangement between 0941092 B.C. Ltd., Acqua, Breosla Oil Acquisition Corp., Forbairt Development Acquisitin Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp.; and

(ii) this Agreement;

(c) **Plan of Arrangement.** Acqua will use its commercially reasonable efforts to complete the plan of arrangement within a reasonable time after the date of the BC0941092 Meeting or any adjournment thereof;

(d) **Circular.** The BC0941092 Information Circular will be filed and distributed to the shareholders of 0941092 B.C. Ltd. (who will be Acqua Shareholders after completion of the plan of arrangement) in a timely and expeditious manner, as required by Applicable Law in all jurisdictions where the same is required, and compliant in all material respects with all applicable legal requirements on the date of issue thereof;

(e) **Regulatory Consents.** Acqua will use its commercially reasonable efforts to obtain, prior to the Amalgamation, from all appropriate Governmental Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement;

(f) **Contractual Consents**. Acqua will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which Acqua is a party or by which it is bound to consummate the transactions contemplated hereby; and

(g) **Preserve Goodwill.** Acqua will use its commercially reasonable efforts to preserve intact its business and the operations and affairs of Acqua and to carry on its business and the affairs of Acqua in the Ordinary Course, and to promote and preserve for the goodwill of suppliers, customers and others having business relations with Acqua.

ARTICLE 7
COVENANTS OF CWC

7.1 CWC covenants in favour of Acqua that, during the period from the date hereof to the Effective Date, CWC shall:

(a) **Conduct Business in the Ordinary Course.** CWC will conduct its business and its operations and affairs only in the Ordinary Course, and CWC will not, without the prior written consent of Acqua, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of CWC contained herein or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation;

(b) **Corporate Action.** CWC will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to secure the approval of the Amalgamation, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement, and to cause all necessary meetings of directors and shareholders of CWC to be held for such purpose. In particular, CWC will convene and hold the CWC Meeting for the purposes of approving this Agreement.

(c) **Regulatory Consents.** CWC will use its commercially reasonable efforts to obtain, prior to the Amalgamation, from all appropriate Governmental Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement;

(d) **Contractual Consents**. CWC will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which CWC is a party or by which it is bound to consummate the transactions contemplated hereby;

(e) **Preserve Goodwill.** CWC will use its commercially reasonable efforts to preserve intact its business and the property, assets, operations and affairs of CWC and to carry on its business and the affairs of CWC in the Ordinary Course,

and to promote and preserve for the goodwill of suppliers, customers and others having business relations with CWC.

ARTICLE 8
PREPARATION OF FILINGS

8.1 Acqua and CWC shall use their respective commercially reasonable efforts to co-operate promptly in the preparation, seeking and obtaining of all circulars, filings, consents, regulatory approvals and other approvals and other matters in connection with this Agreement and the Amalgamation.

8.2 Each of Acqua and CWC:

(a) shall furnish to the other promptly all such information concerning it and its shareholders as may be reasonably required and, in the case of shareholders, as may be available to it, to effect the transactions contemplated by the Amalgamation;

(b) covenants that no information furnished by it, including information to the best of its knowledge concerning shareholders, in connection with such actions, including the disclosure to be included in the BC0941092 Information Circular, will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in light of the circumstances in which it is furnished.

8.3 Each of Acqua and CWC shall promptly notify the other if at any time before the Effective Time it becomes aware that any disclosure concerning it in the BC0941092 Information Circular or any other document required to be filed in connection with the Amalgamation contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the BC0941092 Information Circular or any such application or other document. In any such event, Acqua and CWC shall, subject to the terms and conditions of this Agreement, co-operate in the preparation of an amendment or supplement to the BC0941092 Information Circular or such application or other document, as required, and if required, shall cause the same to be distributed to the shareholders of 0941092 B.C. Ltd or the Acqua Shareholders, as applicable, and/or filed with the relevant regulatory authorities or other Governmental Authorities.

ARTICLE 9
CONDITIONS OF CLOSING

9.1 **Mutual Conditions Precedent**. The respective obligations of the parties hereto to consummate the transactions contemplated herein are subject to the satisfaction, on or before

the Effective Date, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other or others of such conditions:

(a) evidence that Acqua and CWC have obtained all consents, approvals and authorizations (including, without limitation, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the transactions contemplated herein on terms and conditions reasonably satisfactory to Acqua and CWC;

(b) a special resolution shall have been passed by the Acqua Shareholders duly approving the Amalgamation in form and substance satisfactory to Acqua and CWC, each acting reasonably;

(c) a special resolution shall have been passed by the CWC Shareholders approving the Amalgamation, in form and substance satisfactory to Acqua and CWC, each acting reasonably;

(d) the Amalgamation shall have been approved by the board of directors of Acqua and CWC, respectively, immediately prior to the Effective Date; and

(e) there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or governmental authority or similar agency, domestic or foreign, that:

(i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transaction contemplated in this Agreement which are necessary to complete the Amalgamation; or

(ii) results in a judgment or assessment of material damage directly or indirectly relating to the transactions contemplated herein; or

(iii) which would have a Material Adverse Effect on the completion of the Amalgamation.

9.2 **Conditions to Obligations of CWC.** The obligation of CWC to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) the review to the sole satisfaction of CWC and its legal counsel and other representatives of the financial condition, business, properties, title, assets and affairs of Acqua;

(b) no change having a Material Adverse Effect in the business, affairs, liabilities, financial condition, assets or results of operations of Acqua shall have occurred

between the date of the latest available financial statements and the Effective Date and Acqua shall not be in breach of any Securities Laws;

(c) CWC shall have received certified copies of the resolutions of the board of directors of Acqua authorizing the execution, delivery and performance of Acqua's obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of Acqua;

(d) CWC shall have received a certificate of good standing of Acqua;

(e) the representations and warranties of Acqua set forth in Article 4 are true and correct as of the Effective Date and CWC shall have received a certificate of Acqua addressed to CWC and dated the Effective Date signed on behalf of Acqua by a senior executive officer of Acqua (on Acqua's behalf and without personal liability) confirming the same as at the Effective Date;

(f) the covenants of Acqua contained in Article 6 hereof shall have been complied with in all material respects and CWC shall have received a certificate of Acqua addressed to CWC and dated the Effective Date signed on behalf of Acqua by a senior executive officer of Acqua (on Acqua's behalf and without personal liability) confirming the same as at the Effective Date;

(g) CWC shall have received copies of the Acqua Financial Statements, such financial statements to be in form and substance satisfactory to CWC; and

(h) CWC shall have received a certificate of the Transfer Agent outlining the number of issued and outstanding Amalco Shares.

The conditions described above are for the exclusive benefit of CWC and may be asserted by CWC regardless of the circumstances, or may be waived by CWC in its sole discretion, in whole or in part, at any time and from time to time prior to the Effective Time without prejudice to any other rights which CWC may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Acqua.

9.3 **Conditions to Obligations of Acqua.** The obligation of Acqua to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) the review to the sole satisfaction of Acqua and its legal counsel and other representatives of the financial condition, business, properties, title, assets and affairs of CWC;

(b) no change having a Material Adverse Effect in the business, affairs, liabilities, financial condition, assets or results of operations of CWC shall have occurred between the date of the latest available financial statements and the Effective Date;

(c) Acqua shall have received certified copies of the resolutions of the board of directors of CWC authorizing the execution, delivery and performance of CWC's obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of CWC;

(d) Acqua shall have received a certificate of good standing of CWC;

(e) the representations and warranties of CWC set forth in Article 5 are true and correct as of the Effective Date and Acqua shall have received a certificate of CWC addressed to Acqua and dated the Effective Date signed on behalf of CWC by a senior executive officer of CWC (on CWC's behalf and without personal liability) confirming the same as at the Effective Date;

(f) the covenants of CWC contained in Article 7 hereof shall have been complied with in all material respects and Acqua shall have received a certificate of CWC addressed to Acqua and dated the Effective Date signed on behalf of CWC by a senior executive officer of CWC (on CWC's behalf and without personal liability) confirming the same as at the Effective Date; and

(g) Acqua shall have received copies of the CWC Financial Statements, such financial statements to be in form and substance satisfactory to Acqua.

The conditions described above are for the exclusive benefit of Acqua and may be asserted by Acqua regardless of the circumstances, or may be waived by Acqua in its sole discretion, in whole or in part, at any time and from time to time prior to the Effective Time without prejudice to any other rights which Acqua may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of CWC.

9.4 **Merger of Conditions.** Upon issuance of the certificate of amalgamation under the BCBCA by the Registrar in respect of the Amalgamation, all conditions set forth in this Article 9 shall be deemed to have been satisfied or waived.

ARTICLE 10
CONDUCT OF BUSINESS

10.1 Each of Acqua and CWC covenants and agrees that, during the period from the date of this Agreement until the earlier of: (i) the Closing; or (ii) the date that this Agreement is terminated, unless the parties shall otherwise agree in writing, except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

(a) the business of each of Acqua and CWC shall be conducted only in, and Acqua and CWC shall not take any action except in, the usual and Ordinary Course of business and consistent with past practice, and Acqua and CWC shall use all commercially reasonable efforts to maintain and preserve their business organization, assets, officers and advantageous business relationships;

(b) each of Acqua and CWC shall not directly or indirectly do or permit to occur any of the following: (i) amend the Acqua Governing Documents or CWC Governing Documents except pursuant to this Agreement and the BC0941092 Information Circular; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares except pursuant to this Agreement and the transactions contemplated in the BC0941092 Information Circular; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any Acqua Shares or CWC Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Acqua Shares or CWC Shares, other than as set out in this Agreement and the BC0941092 Information Circular; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (v) split, combine or reclassify any of its shares except as set out in this Agreement and the BC0941092 Information Circular; (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Acqua or CWC except pursuant to this Agreement and the transactions contemplated in the BC0941092 Information Circular; (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

(c) each of Acqua and CWC has not, and shall not, other than as disclosed herein, without prior consultation with and the consent of the other party (such consent not to be unreasonably withheld), directly or indirectly do any of the following other than in the ordinary course of its business: (i) sell, pledge dispose of or encumber any assets; (ii) expend or commit to expend any capital expenditures; (iii) expend or commit to expend any amounts in excess of $50,000 with respect to any operating expenses; (iv) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment therein either by purchase of shares or securities, contributions of capital or property transfer; (v) acquire any assets; (vi) incur any indebtedness for borrowed money, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other individual or entity, or make any loans or advances other than set out in this Agreement; (vii) authorize, recommend or propose any release or relinquishment of any material contract right; (viii) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material licence, lease, contract or other material document; or (ix) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;

(d) neither Acqua nor CWC shall create any new Acqua or CWC officer obligations and, except for the payment of existing Acqua and CWC officer obligations, the parties shall not grant to any officer or director an increase in compensation in any

form, grant any general salary increase, grant to any other employee any increase in compensation in any form or make any loan to any officer or director;

(e) neither Acqua nor CWC shall adopt or amend or make any contribution to any bonus, profit sharing, pension, retirement, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of employees;

(f) neither Acqua nor CWC shall take any action that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;

(g) neither Acqua nor CWC will disclose to any person, other than officers, directors and key employees and professional advisers, any confidential information relating to the other party except information required to be disclosed by law or otherwise known to the public;

(h) each of Acqua and CWC will solicit proxies to be voted at its shareholders meeting in favour of the Amalgamation, provide notice to the other party of the meeting and allow the other party's representatives to attend the meeting unless such meeting is prohibited by rules governing such meeting; and conduct the meeting in accordance with its articles and any instrument governing such meeting, as applicable, and as otherwise required by law;

(i) each of Acqua and CWC shall indemnify and save harmless the other party and the directors, officers and agents of the other party against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the other party, or any director, officer or agent thereof, may be subject or which the other party, or any director, officer or agent thereof may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any misrepresentation or alleged misrepresentation in the BC0941092 Information Circular relating to any information provided by the other party for inclusion in such BC0941092 Information Circular, or any material in respect of the other party or its affiliates filed in compliance or intended compliance with Applicable Laws;

(j) each of Acqua and CWC will make available to the other party, and consents to the use of, Acqua Financial Statements and CWC Financial Statements, as the case may be, and other information of the party which may be required to be disclosed in the BC0941092 Information Circular or in other documents required under Applicable Laws and it will use its reasonable commercial best efforts to cause its auditors, to the extent required under Applicable Laws, to provide their consent to use of their report and use of their name in connection with any disclosure by the party of such Acqua Financial Statements or CWC Financial Statements, as the case may be, provided that each of Acqua and CWC agrees that

it shall: (i) be liable to the other party for all losses, costs, damages and expenses whatsoever that the other party may suffer, sustain, pay or incur; and (ii) indemnify and save the other party and its officers and directors harmless form and against all claims, liabilities, actions, proceedings, demands, losses, costs, damages and expenses whatsoever which may be alleged against, threatened, brought against or suffered by the other party or its directors or officers as a result of the uses of the financial or other information provided under this section, provided that notwithstanding the foregoing: (A) the provisions of this section shall not release or diminish either party from any of its representations, warranties or covenants otherwise contained in this Agreement; and (B) the foregoing indemnity shall not apply to any financial or other information provided by one party to the other party that contained an untrue statement of a material fact or omitted to state a material fact that was required to be stated or that was necessary to make the Acqua Financial Statements or CWC Financial Statements, as the case may be, not misleading;

(k) following requisite shareholder approval, each of Acqua and CWC will endeavour to forthwith file the Amalgamation Application and the Articles of Amalgamation to effect the Amalgamation with the Registrar;

(l) except for proxies and other non-substantive communications with securityholders, each of Acqua and CWC will furnish promptly to the other party a copy of each notice, report, schedule or other document delivered, filed or received by the party in connection with the BC0941092 Meeting; any filings under Applicable Laws; and any dealings with regulatory agencies in connection with the transactions contemplated herein;

(m) each of Acqua and CWC will make other necessary filings and applications under applicable Canadian federal and provincial and U.S. laws and Regulations required to be made in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations; and

(n) each of Acqua and CWC will promptly advise the other party of the number of shares for which it has received notices of dissent or written objections to the transactions contemplated by this Agreement and will provide the other party with copies of such notices or written objections.

ARTICLE 11
MUTUAL COVENANTS

11.1 Acqua and CWC shall, as promptly as practicable hereafter, prepare and file any documents required under any Applicable Laws or any other applicable law relating to the Amalgamation and the transactions contemplated thereby.

11.2 Subject to the terms and conditions herein provided and to fiduciary obligations under applicable law as advised by counsel in writing, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to co-operate with each other in connection with the foregoing, including using commercially reasonable efforts: (i) to obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts (including, without limitation, the agreement of any persons as may be required pursuant to any agreement, arrangement or understanding relating to the party's operations); (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations; (iii) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby; (iv) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby; (v) to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities; and (vi) to fulfill other conditions and satisfy all provisions of this Agreement and the Amalgamation. For purposes of the foregoing, the obligation to use "commercially reasonable efforts" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other parties.

ARTICLE 12
TERMINATION, AMENDMENT AND WAIVER

12.1 This Agreement may, prior to filing of the Amalgamation Application with the Registrar, be terminated by the board of directors of either Acqua or CWC, notwithstanding the approval by the Acqua Shareholders or the CWC Shareholders, if:

(a) the board of directors of the other party fails to recommend or withdraws, modifies or changes its approval or recommendation of this Agreement or the Amalgamation in a manner adverse to the first party;

(b) the resolution approving the Amalgamation, as contemplated herein, is not submitted for approval at the BC0941092 Meeting;

(c) if the Amalgamation is not approved by the Acqua Shareholders at the BC0941092 Meeting or by the CWC Shareholders at the CWC Meeting;

(d) if a court of law in the Province of British Columbia, or any other court or Governmental Authority, has issued an order or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the Amalgamation;

(e) if either Acqua or CWC breaches in any material respect its obligations under this Agreement.

12.2 In the event of the termination of this Agreement as provided in this Article 12, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Acqua or CWC hereunder except those obligations that have accrued to such date. If this Agreement is terminated pursuant to any provisions of this Agreement, the parties shall return all materials and copies of all materials delivered to Acqua or CWC, as the case may be, or their agents.

12.3 This Agreement may be amended by mutual agreement between the parties hereto.

12.4 Each of Acqua and CWC may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive compliance with any of the other's agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other party hereto, provided, however, that any such extension or waiver shall be valid only if set forth in an instrument of writing signed on behalf of such party.

ARTICLE 13
GENERAL PROVISIONS

13.1 All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by electronic communications, facsimile or prepaid courier to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

(a) if to Acqua:

Acqua Export Acquisition Corp.
500 – 900 West Hastings Street
Vancouver, British Columbia
V6C 1E5

Attention: Don Gordon
President
E-mail: dagcorp123@gmail.com

with a copy to:

Buttonwood Law Corporation
1984 Yonge Street
Toronto, Ontario M4S 1Z7

Attention: Mouane Sengsavang
E-mail: mouane@buttonwoodlaw.com

(b) if to CWC:

Cdn Water Corp.
1010-1030 West Georgia Street
Vancouver, British Columbia
V6E 2Y3

With a copy to:

Remedios & Company Law Corporation
1010-1030 West 13th Ave.
Vancouver, BC V6E 2Y3

Attention: Anthony M.M. Remedios
Email: aremedios@remedioandcompany.com

13.2 This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto shall be entitled to rely upon delivery of an executed facsimile copy of this Agreement and such facsimile copy shall be legally effective to create a valid and binding agreement among the parties hereto. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the Province of British Columbia having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

13.3 Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

13.4 All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense, whether or not the Amalgamation is completed.

13.5 The representations and warranties of Acqua and CWC contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered pursuant hereto will survive the execution of this Agreement and will continue in full force and effect until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

13.6 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Agreement that

is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.7 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument and all such counterparts, when taken together, shall constitute one agreement.

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IN WITNESS WHEREOF, Acqua and CWC have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ACQUA EXPORT ACQUISITION CORP.

Per: _____
Name:
Title

Per: _____
Name:
Title:

CDN WATER CORP.

Per: _____
Name: Charles Lee
Title: Director and President

Per: _____
Name:
Title:

SCHEDULE A

Articles of Amalgamation

SCHEDULE B

List of Outstanding Options and Warrants

Acqua has no outstanding options or warrants.

CWC has no outstanding options or warrants..

SCHEDULE C

Financial Commitments

Acqua's financial commitments are described in its financial statements.

CWC's financial commitments are described in its financial statements.

SCHEDULE D

Material Contracts

Acqua Export Acquisition Corp.

Arrangement agreement between 0941092 B.C. Ltd., Acqua Export Acquisition Corp., Breosla Oil Acquisition Corp., Forbairt Development Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp.

Amalgamation agreement between Acqua Export Acquisition Corp. and Cdn Water Corp.

Stock Option Plan

Cdn Water Corp.

Amalgamation agreement between Acqua Export Acquisition Corp. and Cdn Water Corp.

Exclusive Supplier Agreement with Beijing Liangqianjia Tea Co., Ltd.

SCHEDULE E

Acqua Assets

Letter of Intent between BC0941092 and Cdn Water Corp dated February 6, 2014

SCHEDULE F

CWC Assets

Exclusive Supplier Agreement with Beijing Liangqianjia Tea Co., Ltd.

0941092 B.C. LTD.
500-900 West Hastings Street
Vancouver BC V6G 2Z6
September 9, 2012

February 6, 2014

CDN WATER CORP.
3311BOWEN DRIVE
RICHMOND BC V7C 4C6

Attention: **Charles Sze Pui Lee, Chief Executive Officer**

Dear **Sirs,**

RE: CDN Water Corp. (the "Company") ("CWC")

The purpose of this Letter of Intent ("Letter") is to set forth certain non-binding understandings and certain binding obligations between 0941092 B.C. Ltd., ("092 B.C. Ltd. ") and CWC and the shareholders of CWC (the " CWC Shareholders"), owners of 100% of the issued and outstanding capital stock of CWC, with respect to a proposed Amalgamation in which 092 B.C. Ltd. will have the assignable right to purchase all of the issued and outstanding capital stock of CWC (the "Shares") from CWC and the CWC Shareholders. For purposes of this Letter, 092 B.C, CWC, and the CWC Shareholders are sometimes collectively referred to as "parties" and individually as a "party."

By executing this Letter of Intent, all parties confirm their mutual intention that they will proceed to the execution and delivery of a definitive agreement (the Amalgamation Agreement").

The terms and conditions contained herein are non-binding except for section: Public Announcements, below and the binding terms include agreement of the Parties to deal exclusively, for the purpose of enabling 092 B.C. Ltd. to complete the proposed Amalgamation agreement until such time as notice and completion of the procedure to terminate negotiations on 10 days notice (see below) may occur, or the completion of the due diligence period and satisfaction of the conditions precedent.

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A summary of the principal terms and conditions of the Amalgamation are as follows:

Structure:	092 B.C. Ltd. and CWC will enter into a merger agreement or an Amalgamation agreement whereby the common shares of 092 B.C. Ltd. and the common shares and preferred shares of CWC will be exchanged for the common shares and preferred shares of the Listing Applicant company that shall adopt the name of the private company or any new name chosen for the

	amalgamated company ("AMALCO") on the terms set out herein. It is intended that common shares of AMALCO will be listed on the Canadian Securities Exchange ("CSE").
Amalgamation and Consideration:	The Amalgamation will proceed on the basis that each 092 B.C. Ltd. shareholder will receive one common share of AMALCO for each four (4) shares of 092 B.C. Ltd. and the equivalent for any unexercised options, resulting in approximately 2,143,140 shares issued to 092 B.C. Ltd. shareholders, and each CWC shareholder will receive one (1) common share of AMALCO for every one (1) share of CWC issued at the time of amalgamation and the equivalent for any unexercised warrants and options, and or any other class of shares of CWC.
Plan of Arrangement:	092 B.C. Ltd. has certain assets to be transferred immediately before the merger with CWC and is entitled to do so as well as to assign this agreement to a subsidiary by Plan of Arrangement to be approved by shareholders in the circular approving the merger Amalgamation.
CWC Active Business:	CWC is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of B.C.
The Purchaser:	092 B.C. Ltd. will maintain itself in good standing until completion of the proposed Amalgamations.
Standstill:	092 B.C. Ltd. and CWC shall exclusively negotiate in good faith towards the completion of the Amalgamation agreement.
Conditions Precedent:	Execution of a definitive and final Amalgamation agreement between 092 B.C. Ltd. and CWC.
Due Diligence:	All due diligence, acceptable to the parties, in their discretion, to be completed prior to the execution of the Amalgamation Agreement. CWC further agrees to provide 092 B.C. Ltd. with such additional information as may be reasonably requested pertaining to CWC's business and assets to the extent reasonably necessary to complete the Definitive Agreement.
Purchaser Obtaining Requisite Shareholder and Regulatory Approvals:	Acknowledgement of the right of 092 B.C. Ltd. to assign this agreement to a subsidiary and to obtain any necessary regulatory, corporate and shareholder approval to the Amalgamation and plan of arrangement for the spinoff of assets of 092 B.C. to effectively "butterfly" 092 B.C. Ltd. into separate reporting issuers.
Absence of Material Litigation or Adverse	There must be no pending or threatened material claims or litigation involving CWC or AMALCO, and no "material

Change:	adverse change" in the business of CWC or AMALCO; "material adverse change" is defined as any amount greater than $10,000.
Completion of Adequate Financing:	The completion of adequate financing to qualify for listing on CSE is mandatory for closing.
Fees and Expenses:	CWC will be responsible for expenses of all parties prior to the completion of the proposed Amalgamations including setup costs for the reporting issuer and spinoff of 092 B.C. Ltd. assets as a reporting Issuer, and will be responsible for a fair allocation of expenses related to holding a special and/or extraordinary meeting pertaining to the CWC transaction, including but not limited to legal counsel, accountants, transfer agent, CDS and consultants until such time as the Amalgamation is completed. Expenses included are supported and budgeted for CWC review. This will acknowledge a deposit against expenses by legal retainer of $10,000 is received by our counsel.
Board Representation:	The Board of Directors of AMALCO upon completion of the Amalgamation shall initially be composed of the current board of CWC or its appointees.
Public Announcements:	Neither party shall disclose for any purpose whatsoever to any person (except agents or advisors) the existence or contents of this letter until required by relevant securities regulatory or stock exchange requirements or agreed to by both parties. The parties will keep confidential and not disclose to any third party (except counsel or advisors) confidential information provided by the other party without prior written consent of the other party.
DAG Consulting Corp.	Principals of 092 B.C. Ltd. operate as DAG Consulting Corp to oversee and manage the entire merger and listing process and procedure, separate from but in conjunction with legal counsel.
Closing Date:	Closing of a final Amalgamation between 092 B.C. Ltd. and CWC is anticipated prior to March 15, 2014.
Cancellation	Until the date a definitive acquisition agreement is entered into or the parties agree this agreement is binding either party may provide notice of cancellation of 10 business days as long as reasons for the cancellation are provided and the party receiving notice retains exclusive rights of negotiation for the 10 day period and has the right to amend or revise the offer within that period to renew the agreement and rescind the notice of cancellation.

092 B.C. Ltd. hereby warrants that the directors of 092 B.C. Ltd. have approved the execution of this Letter and, subject to the conditions precedent and other conditions above, the completion of the Amalgamation. By your acceptance of this letter, you warrant that the directors of CWC have approved the execution of this letter.

If the foregoing is acceptable to you would you kindly sign the copy of this letter where indicated and return to the undersigned on or before 5:00 p.m. (Vancouver time), February 10, 2014 otherwise the offer to merge contained herein may forthwith terminate and be of no further force and effect.

Yours truly,

0941092 B.C. LTD.

THIS DAY OF February 6, 2013

Donald Gordon, Director

CDN WATER CORP.

THIS 6th DAY OF February 2014.

_____

Signature

Charles Lee, CEO

SCHEDULE "O"

LETTER OF INTENT BETWEEN BC0941092 AND GLOBAL ENERGY ENHANCEMENT CORP.

AMALGAMATION AGREEMENT

This amalgamation agreement is made as of the 10th day of July, 2014.

BETWEEN:

BREOSLA OIL ACQUISITION CORP., a corporation duly incorporated under the laws of the Province of British Columbia and having an office in the City of Vancouver (hereafter referred to as "**Breosla**")

-and-

GLOBAL ENERGY ENHANCEMENT CORP., a corporation duly incorporated under the laws of the Province of Ontario and having an office in the City of Richmond Hill (hereafter referred to as "**GEEC**")

WHEREAS upon the terms and subject to the conditions set out in this Agreement, the parties intend to effect an amalgamation whereby, among other things, Breosla and GEEC will combine and continue as one corporation upon and subject to the terms and conditions hereof;

AND WHEREAS the board of directors of each of Breosla and GEEC has determined that it would be in the best interests of each corporation and the best interests of their respective shareholders to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms will have corresponding meanings:

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**" and "**hereof**" and similar expressions refer to this Agreement, as the same may be amended or supplemented from time to time and, where applicable, to the appropriate Schedules hereto;

"**Amalco**" has the meaning set out in section 2.1;

"**Amalco Options**" means options to acquire Amalco Shares to be issued by Amalco in conjunction with the completion of the Amalgamation;

"**Amalco Shares**" means the common shares of Amalco as provided for in the Articles of Amalgamation;

"**Amalco Warrants**" means warrants exercisable into Amalco Shares to be issued by Amalco in conjunction with the completion of the Amalgamation;

"**Amalgamation**" means the amalgamation of Breosla and GEEC contemplated by this Agreement;

"**Amalgamation Application**" means, collectively (i) a completed Form 1 – Initial Registered Office Address and First Board of Directors, (ii) a completed Form 4 – Articles of Amalgamation, (iii) a statutory declaration of an officer or director of each of Breosla and GEEC, (iv) a covering letter to the Director appointed under section 278 of the OBCA for an application for amalgamation, and (v) the applicable filing fee payable to the Ministry of Government Services of Ontario;

"**Amalgamation Resolutions**" means the respective special resolutions of Breosla Shareholders and GEEC Shareholders approving the Amalgamation, as required by the OBCA;

"**Applicable Laws**" means applicable corporate laws, including the BCBCA, the OBCA, and all securities laws, regulations and rules, all policies thereunder and rules of applicable stock exchanges;

"**Articles of Amalgamation**" means the articles of amalgamation of Amalco substantially in the form set out in Schedule A hereto;

"**Authorization**" means any order, permit, approval, consent, waiver, license, certificates, registrations or similar authorization of any Governmental Authority having jurisdiction;

"**BC0941092 Information Circular**" means the information circular of 0941092 B.C. Ltd. to be sent to shareholders in connection with the plan of arrangement between 0941092 B.C. Ltd., Acqua Export Acquisition Corp., Breosla, Forbairt Development Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp. and the Amalgamation to be approved by shareholders at the BC0940912 Meeting;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) as in effect as of the date hereof and as amended, including regulations promulgated thereunder;

"**BC0941092 Meeting**" means the annual general and special meeting of shareholders of 0941092 B.C. Ltd. to be held to consider, among other things, the Amalgamation and all things necessary to effect the Amalgamation transaction, including the continuance of Breosla from British Columbia to Ontario;

"**Breosla Financial Statements**" means the unaudited financial statements of Breosla for the period ended April 30, 2014, together with the notes thereto;

"**Breosla Governing Documents**" means the Certificate of Incorporation and articles of incorporation of Breosla and all amendments thereto;

"**Breosla Shareholders**" means the holders of Breosla Shares who shall be the same shareholders as the shareholders of 0941092 B.C. Ltd. after completion of the plan of arrangement;

"**Breosla Shares**" means the common shares of Breosla as presently constituted and, for greater certainty, before giving effect to the Amalgamation;

"**Business Day**" means any day, other than Saturday, Sunday and a statutory holiday in the Province of Ontario;

"**Certificate of Amalgamation**" means the certificate of amalgamation issued by the Director appointed under section 278 of the OBCA giving effect to the Amalgamation;

"**Closing**" means the completion of the Amalgamation;

"**Continuance Resolution**" means the special resolution to approve the continuance of Breosla out of the Province of British Columbia and into the Province of Ontario;

"**CSE**" means the Canadian Securities Exchange;

"**Contract**" means any agreement, contract, licence, undertaking, option, engagement, or commitment of any nature, written or oral, including any: (i) lease of personal property, (ii) derivative contract, and (iii) restrictive agreement or negative covenant agreement;

"**Director**" means the person appointed as the Director under section 278 of the OBCA;

"**Dissent Rights**" means the right of dissent in respect of the Amalgamation Resolutions and Continuance Resolution provided pursuant to the BCBCA and the OBCA, respectively;

"**Dissenting Shareholders**" means a Breosla Shareholder or a GEEC Shareholder, as the case may be, who exercises Dissent Rights in connection with the Amalgamation Resolutions and Continuance Resolution and has sent to Breosla or GEEC, as the case may be, a written objection and a demand for payment within the time limits and in the manner prescribed by Part 8, Division 2 of the BCBCA and Part XIV of the OBCA, respectively;

"**Effective Date**" means the date of registration or filing indicated upon the Certificate of Amalgamation upon filing of the Articles of Amalgamation;

"**Effective Time**" means 12:01 a.m. (Toronto time) on the Effective Date;

"**Escrow Agreement**" means the agreement prepared in the form of escrow agreement prescribed under National Policy 46-201 that may be required to be entered into pursuant to the policies of the CSE among Breosla, GEEC, the Transfer Agent, and certain shareholders of Breosla and GEEC, including all of the proposed directors, officers and consultants of Amalco, whereby all securities of Amalco, beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the proposed directors, officers and consultants of Amalco, and the respective affiliates or associates of any of them, including any Breosla Shares or GEEC Shares deposited under any previous escrow agreements, shall be placed in and made subject to an escrow agreement as if Amalco were subject to the requirements of National Policy 46-201 providing for the escrow of the securities held by principals for a period of 36 months from the Effective Date;

"**GEEC Assets**" refers to all Contracts, licenses, assignments, properties held by GEEC, including the profit sharing and service agreement with Falconridge Oil Ltd. for use of the Terraslicing technology, as more particularly described in Schedule F;

"**GEEC Financial Statements**" means the audited financial statements of GEEC for the period from inception on October 17, 2013 to December 31, 2013, together with the notes thereto;

"**GEEC Governing Documents**" means the Certificate of Incorporation, articles of incorporation and Articles of Amendment of GEEC and all amendments thereto;

"**GEEC Meeting**" means the special meeting of GEEC Shareholders to be held to consider the Amalgamation and all things necessary to effect the Amalgamation;

"**GEEC Optionholders**" means the holders of GEEC Options;

"**GEEC Options**" means options to purchase GEEC Shares;

"**GEEC Shareholders**" means the holders of GEEC Shares;

"**GEEC Shares**" means the common shares of GEEC as presently constituted;

"**GEEC Warrantholders**" means the holders of GEEC Warrants;

"**GEEC Warrants**" means the outstanding warrants of GEEC as presently constituted;

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

"**IFRS**" means International Financial Reporting Standards, consistently applied;

"**Material Adverse Effect**" means, when used in connection with Breosla or GEEC, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of Breosla or GEEC, as applicable, taken as a whole, and which change or effect may reasonably be expected to materially reduce the value of the equity securities of Breosla or GEEC, as applicable, (other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by Breosla or GEEC, as applicable, to the other party prior to the date hereof; (ii) resulting from conditions affecting the oil and gas industry as a whole; or (iii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

"**OBCA**" means the *Business Corporations Act* (Ontario) as in effect as of the date hereof and as amended, including regulations promulgated thereunder;

"**Ordinary Course**" means, with respect to any actions taken by Breosla or GEEC, as applicable, that such action is consistent with the past practices of Breosla or GEEC, as applicable, and is taken in the ordinary course of the normal day to day operations of Breosla or GEEC, as applicable;

"**Person**" means and includes an individual, firm, sole proprietorship, partnership, joint venture, venture capital or hedge fund, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, trust, body corporate (including a limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Registrar**" means the person appointed as the Registrar of Companies under section 400 of the BCBCA;

"**Regulations**" means all statutes, laws, rules, orders, directives and regulations in effect from time to time and made by governments or governmental agencies having jurisdiction over Breosla or GEEC, as applicable;

"**Securities Laws**" means any applicable Canadian provincial securities laws and any other applicable securities laws;

"**Tax Act**" means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time;

"**Taxes**" means all taxes, however determined, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any federal, provincial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes including, but not limited to, federal income taxes and provincial income taxes, capital, payroll

and employee withholding taxes, labour taxes, employment insurance, social insurance taxes, sales and use taxes, *ad valorem* taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature;

"**Transfer Agent**" means Computershare Trust Company of Canada;

1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

In the absence of a specific designation of any currency, any dollar amount referenced herein shall be deemed to refer to lawful currency of Canada.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

1.7 Attornment

Each of the parties hereby irrevocably and unconditionally consents to and submits to the jurisdiction of the courts of the Province of Ontario in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective

service of process for any action, suit or proceeding brought against either party in such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS applied on a consistent basis.

1.9 Inclusive Terminology

Whenever used in this Agreement, the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitations, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive.

1.10 Knowledge

In this Agreement, whenever a representation or warranty is made on the basis of the knowledge or awareness of Breosla or GEEC, as the case may be, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the officers of Breosla or GEEC, as the case may be, after that officer has made all inquiries and investigations in order to obtain or improve his or her knowledge or awareness in respect to the applicable matter, condition or circumstance that a reasonable and prudent individual seeking to diligently and in good faith make true and accurate disclosures, representations and warranties in respect to the applicable matter, condition or circumstances would make.

1.11 Incorporation of Schedules

Schedule A	Articles of Amalgamation
Schedule B	GEEC Warrants and Options Outstanding
Schedule C	Financial Commitments
Schedule D	Material Contracts
Schedule E	Breosla Assets
Schedule F	GEEC Assets

ARTICLE 2
THE AMALGAMATION

2.1 Amalgamation

Breosla and GEEC agree to amalgamate, pursuant to the provisions of the OBCA, and to continue as one corporation ("**Amalco**") effective as of the Effective Time, or such other date as the boards of directors of Breosla and GEEC may mutually determine, upon and subject to the terms and conditions set out in this Agreement.

ARTICLE 3
AMALCO

3.1 Name

The name of Amalco shall be "Global Energy Enhancement Corp."

3.2 Registered and records office address

The registered and records office address of Amalco shall be located at Suite 17, 120 West Beaver Creek Road, Richmond Hill, Ontario, L4B 1L2, unless changed in accordance with the OBCA.

3.3 Authorized share capital

Amalco shall be authorized to issue an unlimited number of common shares without par value. The rights, privileges, restrictions and conditions attaching to the shares shall be as set forth in Schedule A to this Agreement.

3.4 Restrictions on business

There shall be no restrictions on the business that Amalco is authorized to carry on or on the powers Amalco may exercise.

3.5 Number of directors

The board of directors of Amalco shall, until otherwise changed in accordance with the OBCA, consist of a minimum of three directors. The directors of Amalco from time to time shall be empowered to determine the number of directors of Amalco and the number of directors to be elected at future annual or special meetings of shareholders.

3.6 Initial directors

The first directors of Amalco shall be the persons whose names and addresses appear below:

Name	Address	Resident Canadian
Mark Pellicane	Suite 17, 120 West Beaver Creek Road Richmond Hill, Ontario, L4B 1L2	Yes

Rawn Lakan	69 Romeo Crescent Woodbridge, Ontario, L4L 7A1	Yes
Aiman Dally	328 McGibbon Drive Milton, Ontario, L9T 8V2	Yes

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

3.7 Indemnification of resigning Breosla directors

Breosla and GEEC agree that all rights to indemnification or exculpation now existing in favour of the current directors of Breosla who are not continuing as directors of Amalco, as provided in Breosla's articles, shall survive the Amalgamation and shall continue in full force and effect for a period of not less than two years from the Effective Time.

3.8 First auditors

The first auditors of Amalco shall be Harris & Partners, LLP, Licensed Public Accountants, of Markham, Ontario, or such other accounting or auditing firm as may be agreed to by the parties. The first auditors of Amalco shall hold office until the first annual meeting of Amalco following the Amalgamation or until their successors are elected or appointed.

3.9 Notice of Articles and Articles

The Articles of Amalco, until repealed, amended or altered, shall be the Articles set forth in Schedule A hereto. The Notice of Articles of Amalco, until amended or altered, shall be the Notice of Articles contained in the Amalgamation application.

3.10 By-Laws

The by-laws of Amalco shall be the by-laws of GEEC.

3.11 Exchange of Shares

As at the Effective Time,

(a) Breosla Shareholders will receive 0.58298384 Amalco Share in exchange for every one (1) Breosla Share, and all the Breosla Shares will be cancelled;

(b) GEEC Shareholders will receive one (1) Amalco Share in exchange for every one (1) GEEC Share, and all the GEEC Shares will be cancelled;

(c) Breosla Warrantholders will receive 0.58298384 Amalco Warrant in exchange for every one (1) Breosla Warrant, and all the Breosla Warrants will be cancelled;

(d) GEEC Warrantholders will receive one (1) Amalco Warrant in exchange for every one (1) GEEC Warrant, and all the GEEC Warrants will be cancelled;

(e) Breosla Optionholders will receive 0.58298384 Amalco Option in exchange for every one (1) Breosla Option, and all the Breosla Options will be cancelled;

(f) GEEC Optionholders will receive one (1) Amalco Option in exchange for every one (1) GEEC Option, and all the GEEC Options will be cancelled;

3.12 Fractional shares

No fractional shares will be issued upon the Amalgamation and in the event that a Breosla Shareholder or a GEEC Shareholder would, but for this paragraph, have been entitled on the Amalgamation to receive a fraction of an Amalco Share in exchange for Breosla Shares or GEEC Shares, registered in such holder's name, the number of Amalco Shares issuable to such holder will be rounded up to the nearest whole number.

3.13 Stated capital accounts

Subject to reduction to effect payments made to Dissenting Shareholders as hereinafter set forth, the aggregate paid-up capital in the records of Amalco shall be the aggregate of the paid-up capital as defined in the Tax Act of Breosla and GEEC immediately prior to the Effective Time. The amount of paid-up capital attributable to the Amalco Shares shall be adjusted to reflect payments that may be made to Dissenting Shareholders.

3.14 Dissenting Shareholders

Breosla Shares or GEEC Shares which are held by a Dissenting Shareholder shall not be converted into Amalco Shares. However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under section 238 of the BCBCA or section 185 of the OBCA, as applicable, or forfeits its right to make a claim under the BCBCA or the OBCA, as applicable, or if its rights as a shareholder of Breosla or GEEC, as the case may be, are otherwise reinstated, such Breosla Shares or GEEC Shares, as the case may be, shall be deemed to have been exchanged as of the Effective Date for Amalco Shares as prescribed in Section 2.12.

3.15 Contribution of assets

Each of Breosla and GEEC shall contribute to Amalco all its assets, subject to its liabilities, as such exist before the Effective Time.

3.16 Property of Amalco

Amalco shall possess all the property, rights, privileges and franchises and shall be subject to all the liabilities, contracts, disabilities and debts of each of Breosla and GEEC as they exist immediately before the Effective Time.

3.17 Share Certificates

Share certificates shall be issued in respect of the Amalco Shares as at the Effective Date, and all the Certificates issued by Breosla for Breosla Shares and all of the Certificates issued by GEEC for GEEC Shares shall be deemed to be cancelled as at the Effective Date.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF BREOSLA

Breosla represents and warrants to GEEC as follows and acknowledges and confirms that GEEC is relying on such representations and warranties in connection with its entering into the Amalgamation:

(a) **Incorporation**. Breosla has been validly incorporated and is existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Material Adverse Effect;

(b) **Due Authorization, etc.** Breosla has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Breosla and constitutes a valid and binding agreement enforceable against Breosla in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;

(c) **Reporting Issuer Status.** After completion of the plan of arrangement with 0941092 B.C. Ltd., Breosla will be a "reporting issuer" within the meaning of the *Securities Act* (British Columbia), and to the best of management's knowledge, information and belief, after having made reasonable inquiries, will be in material compliance with its obligations as a reporting issuer, and neither the British Columbia Securities Commission nor the Alberta Securities Commission, or other Governmental Authority, has issued any order preventing the Amalgamation;

(d) **Litigation**. There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Breosla, pending or threatened against or relating to Breosla, or affecting its material assets and there is not presently outstanding against Breosla any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(e) **Bankruptcy, etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by Breosla or, to the knowledge of Breosla, are pending against Breosla;

(f) **Financial Statements.** The Breosla Financial Statements have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position of Breosla as at the date of such financial statements;

(g) **Liabilities**. Except those set out in the Breosla Financial Statements referred to above, Breosla has no material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, and whether due or to become due or asserted or, to its knowledge, unasserted, whether or not required by IFRS to be reflected in, reserved against or otherwise described in the balance sheet of Breosla (including the notes thereto), which constitute a Material Adverse Effect, and Breosla has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person save and except with regard to the indemnification of its directors and officers under the BCBCA and its by-laws;

(h) **Absence of Conflict.** None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:

(i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of Breosla;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Breosla is a party or by which it is bound or to which its property is subject, all as of the Effective Time;

(iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by Breosla, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of Breosla under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or

(iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to Breosla;

that would, individually or in the aggregate, have a Material Adverse Effect on Breosla or materially impair the ability of Breosla to perform its obligations hereunder or prevent or materially delay the Amalgamation or any of the transactions contemplated hereby;

(i) **Taxes.** As of the date of this Agreement, Breosla:

(i) has duly and in a timely manner filed all Tax returns and reports required by Applicable Laws to have been filed by it, has duly reported all income and other amounts required to be reported and has paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority. Breosla has duly and in a timely manner paid, deducted, withheld, collected and remitted all Taxes required to be paid, deducted, withheld, collected or remitted by it and has made full provision, in accordance with IFRS, for (including properly accruing and reflecting on its books and records) all Taxes that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement. The Breosla Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on Breosla, or their property or rights, arising out of operations on or before the date of the balance sheet set forth in the Breosla Interim Financial Statements in accordance with IFRS, regardless of whether such amounts are payable before or after the Effective Date. No deficiency in payment of any Taxes for any period has been asserted by any Governmental Authority and remains unsettled at the date hereof. There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of Breosla, contemplated against Breosla in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes; and

(ii) is a "taxable Canadian corporation" within the meaning of the *Income Tax Act* (Canada).

(j) **Restrictions on Amalgamation.** Except to the extent that Breosla must comply with Applicable Laws, Breosla is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict Breosla from entering into and completing the Amalgamation;

(k) **Voting Agreements.** Breosla is not a party to any agreement nor, to Breosla's knowledge, is there any agreement, which in any manner affects the voting control of any of the securities of Breosla;

(l) **Books and Records.** The corporate records and minute books of Breosla contain or, at or prior to the Amalgamation will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(m) **Public Disclosure Documents.** To the best of its knowledge, Breosla is current in the filing of all public disclosure documents required to be filed by Breosla under applicable Securities Laws and stock exchange rules (including all Contracts required by Securities Laws to be filed by Breosla) and there are no filings that have been made thereunder on a confidential basis; and

(n) **No Misrepresentation.** To the best of management's knowledge, information and belief, after having made reasonable inquiries, no portion of the public disclosure documents filed by Breosla under applicable Securities Laws contained a misrepresentation (as such term is defined in the *Securities Act* (British Columbia)) as at its date of public dissemination.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF GEEC

GEEC represents and warrants to Breosla as follows and acknowledges and confirms that Breosla is relying on such representations and warranties in connection with its entering into the Amalgamation

(a) **Incorporation.** GEEC has been validly incorporated and is existing under the laws of the Province of Ontario and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Material Adverse Effect on GEEC;

(b) **Due Authorization.** GEEC has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by GEEC and constitutes a valid and binding agreement enforceable against GEEC in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;

(c) **GEEC Assets.** GEEC is the legal and beneficial owner of and has good and marketable title to the deeds, contracts, assignments, licenses, claims, leases or other instruments conferring ownership rights in respect of the assets in which GEEC has an interest referred to in Schedule F of this Agreement. All agreements by which GEEC holds an interest in the GEEC Assets are in good standing under Applicable Laws and all financial commitments required to maintain the GEEC Assets in good standing have been properly met in a timely manner with the appropriate Governmental Authority and there are no encumbrances or any other interests in or on such GEEC Assets except as disclosed herein. GEEC has conducted and is conducting its business in material compliance with all Applicable Laws, including all Governmental Authority authorizations and instructions, whether in writing or oral, relating to the GEEC Assets. GEEC has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the deeds, assignments, licenses, leases or other instruments conferring rights in respect of the GEEC Assets that would, individually or in the aggregate, result in a Material Adverse Effect on GEEC. Without limiting the generality of the foregoing, GEEC has obtained all licenses

and permits necessary for the operation of the business of GEEC, has not taken any action which would impair the ability of GEEC to obtain necessary licenses or permits in the future for the continued operation of such business, in accordance with Applicable Laws and requirements of all Governmental Authorities;

(d) **Litigation.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of GEEC, pending or threatened against or relating to GEEC, or affecting the GEEC Assets or its material properties and there is not presently outstanding against GEEC any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(e) **Bankruptcy, etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by GEEC or, to the knowledge of GEEC, are pending against GEEC;

(f) **Financial Statements.** The GEEC Financial Statements have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position of GEEC as at the date of such financial statements;

(g) **Liabilities.** Except those set out in the GEEC Financial Statements referred to above, GEEC has no material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, and whether due or to become due or asserted or, to its knowledge, unasserted, whether or not required by IFRS to be reflected in, reserved against or otherwise described in the balance sheet of GEEC (including the notes thereto), which constitute a Material Adverse Effect, and GEEC has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person save and except with regard to the indemnification of its directors and officers under the OBCA and its Articles of Incorporation and Articles of Amendment;

(h) **Absence of Conflict.** None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:

(i) result in a breach of, or violate any term or provisions of, the Articles of Incorporation, Articles of Amendment, or by-laws of GEEC;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which GEEC is a party or by which it is bound or to which its property is subject, all as of the Effective Time;

(iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by GEEC, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of GEEC under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or

(iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to GEEC;

that would, individually or in the aggregate, have a Material Adverse Effect on GEEC or materially impair the ability of GEEC to perform its obligations hereunder or prevent or materially delay the consummation of any of the transactions contemplated hereby;

(i) **Taxes.** As of the date of this Agreement, GEEC:

(i) has duly and in a timely manner filed all Tax returns and reports required by Applicable Laws to have been filed by it, has duly reported all income and other amounts required to be reported and has paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority. GEEC has duly and in a timely manner paid, deducted, withheld, collected and remitted all Taxes required to be paid, deducted, withheld, collected or remitted by it and has made full provision, in accordance with IFRS, for (including properly accruing and reflecting on its books and records) all Taxes that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement. The GEEC Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on GEEC, or their property or rights, arising out of operations on or before the date of the balance sheet set forth in the GEEC Financial Statements in accordance with IFRS, regardless of whether such amounts are payable before or after the Effective Date. No deficiency in payment of any Taxes for any period has been asserted by any Governmental Authority and remains unsettled at the date hereof. There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of GEEC, contemplated against GEEC in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes; and

(ii) is a "taxable Canadian corporation" within the meaning of the *Income Tax Act* (Canada);

(j) **Restrictions on Amalgamation.** GEEC is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict GEEC from entering into and completing the Amalgamation;

(k) **Voting Agreements.** GEEC is not a party to any agreement nor, to GEEC's knowledge, is there any agreement, which in any manner affects the voting control of any of the securities of GEEC; and

(l) **Books and Records.** The corporate records and minute books of GEEC contain or, at or prior to the Amalgamation will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.

ARTICLE 6
COVENANTS OF BREOSLA

6.1 Breosla covenants in favour of GEEC that, during the period from the date hereof to the Effective Date, Breosla shall:

(a) **Conduct Business in the Ordinary Course.** Except for the transactions contemplated by the BC0941092 Information Circular, Breosla will conduct its business and its operations and affairs only in the Ordinary Course, and Breosla will not, without the prior written consent of GEEC, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of Breosla contained herein or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation, except as specifically contemplated herein and that Breosla may issue Breosla Shares upon the exercise of any Breosla Options or Breosla Warrants;

(b) **Corporate Action.** Breosla will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to secure the approval of the Amalgamation and the continuance into the Province of Ontario, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement, and to cause all necessary meetings of directors and shareholders of Breosla to be held for such purpose. In particular, the BC0941092 Meeting will be convened for the purposes of approving, among other things:

(i) a plan of arrangement between 0941092 B.C. Ltd., Acqua Export Acquisition Corp., Breosla, Forbairt Development Acquisitin Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp.;

(ii) this Agreement; and

(iii) the continuance of Breosla out of the Province of British Columbia and into the Province of Ontario.

(c) **Plan of Arrangement.** Breosla will use its commercially reasonable efforts to complete the plan of arrangement within a reasonable time after the date of the BC0941092 Meeting or any adjournment thereof;

(d) **Circular.** The BC0941092 Information Circular will be filed and distributed to the shareholders of 0941092 B.C. Ltd. (who will be Breosla Shareholders after completion of the plan of arrangement) in a timely and expeditious manner, as required by Applicable Law in all jurisdictions where the same is required, and compliant in all material respects with all applicable legal requirements on the date of issue thereof;

(e) **Regulatory Consents.** Breosla will use its commercially reasonable efforts to obtain, prior to the Amalgamation, from all appropriate Governmental Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement;

(f) **Contractual Consents**. Breosla will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which Breosla is a party or by which it is bound to consummate the transactions contemplated hereby; and

(g) **Preserve Goodwill.** Breosla will use its commercially reasonable efforts to preserve intact its business and the operations and affairs of Breosla and to carry on its business and the affairs of Breosla in the Ordinary Course, and to promote and preserve for the goodwill of suppliers, customers and others having business relations with Breosla.

ARTICLE 7
COVENANTS OF GEEC

7.1 GEEC covenants in favour of Breosla that, during the period from the date hereof to the Effective Date, GEEC shall:

(a) **Conduct Business in the Ordinary Course.** GEEC will conduct its business and its operations and affairs only in the Ordinary Course, and GEEC will not, without the prior written consent of Breosla, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of GEEC contained herein or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation;

(b) **Corporate Action.** GEEC will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to secure the approval of the Amalgamation, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement, and to cause all necessary meetings of directors and shareholders of GEEC to be held for such purpose. In particular, GEEC will convene and hold the GEEC Meeting for the purposes of approving this Agreement.

(c) **Regulatory Consents.** GEEC will use its commercially reasonable efforts to obtain, prior to the Amalgamation, from all appropriate Governmental Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement;

(d) **Contractual Consents**. GEEC will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which GEEC is a party or by which it is bound to consummate the transactions contemplated hereby;

(e) **Preserve Goodwill.** GEEC will use its commercially reasonable efforts to preserve intact its business and the property, assets, operations and affairs of GEEC and to carry on its business and the affairs of GEEC in the Ordinary Course, and to promote and preserve for the goodwill of suppliers, customers and others having business relations with GEEC.

ARTICLE 8
PREPARATION OF FILINGS

8.1 Breosla and GEEC shall use their respective commercially reasonable efforts to co-operate promptly in the preparation, seeking and obtaining of all circulars, filings, consents, regulatory approvals and other approvals and other matters in connection with this Agreement and the Amalgamation.

8.2 Each of Breosla and GEEC:

(a) shall furnish to the other promptly all such information concerning it and its shareholders as may be reasonably required and, in the case of shareholders, as may be available to it, to effect the transactions contemplated by the Amalgamation;

(b) covenants that no information furnished by it, including information to the best of its knowledge concerning shareholders, in connection with such actions, including the disclosure to be included in the BC0941092 Information Circular, will contain any untrue statement of a material fact

or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in light of the circumstances in which it is furnished.

8.3 Each of Breosla and GEEC shall promptly notify the other if at any time before the Effective Time it becomes aware that any disclosure concerning it in the BC0941092 Information Circular or any other document required to be filed in connection with the Amalgamation contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the BC0941092 Information Circular or any such application or other document. In any such event, Breosla and GEEC shall, subject to the terms and conditions of this Agreement, co-operate in the preparation of an amendment or supplement to the BC0941092 Information Circular or such application or other document, as required, and if required, shall cause the same to be distributed to the shareholders of 0941092 B.C. Ltd. and Breosla Shareholders, as applicable, and/or filed with the relevant regulatory authorities or other Governmental Authorities.

ARTICLE 9
CONDITIONS OF CLOSING

9.1 **Mutual Conditions Precedent**. The respective obligations of the parties hereto to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Effective Date, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other or others of such conditions:

(a) evidence that Breosla and GEEC have obtained all consents, approvals and authorizations (including, without limitation, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the transactions contemplated herein on terms and conditions reasonably satisfactory to Breosla and GEEC;

(b) a special resolution shall have been passed by the Breosla Shareholders duly approving the continuance of Breosla out of the Province of British Columbia and into the Province of Ontario, in form and substance satisfactory to Breosla and GEEC, each acting reasonably;

(c) a special resolution shall have been passed by the Breosla Shareholders duly approving the Amalgamation in form and substance satisfactory to Breosla and GEEC, each acting reasonably;

(d) a special resolution shall have been passed by the GEEC Shareholders approving the Amalgamation, in form and substance satisfactory to Breosla and GEEC, each acting reasonably;

(e) the Amalgamation shall have been approved by the board of directors of Breosla and GEEC, respectively, immediately prior to the Effective Date;

(f) there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or governmental authority or similar agency, domestic or foreign, that:

(i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transaction contemplated in this Agreement which are necessary to complete the Amalgamation; or

(ii) results in a judgment or assessment of material damage directly or indirectly relating to the transactions contemplated herein; or

(iii) which would have a Material Adverse Effect on the completion of the Amalgamation; and

(g) the CSE shall have conditionally approved the listing of the Amalco Shares.

9.2 **Conditions to Obligations of GEEC.** The obligation of GEEC to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) the review to the sole satisfaction of GEEC and its legal counsel and other representatives of the financial condition, business, properties, title, assets and affairs of Breosla;

(b) no change having a Material Adverse Effect in the business, affairs, liabilities, financial condition, assets or results of operations of Breosla shall have occurred between the date of the latest available financial statements and the Effective Date and Breosla shall not be in breach of any Securities Laws;

(c) GEEC shall have received certified copies of the resolutions of the board of directors of Breosla authorizing the execution, delivery and performance of Breosla's obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of Breosla;

(d) GEEC shall have received a certificate of good standing of Breosla;

(e) the representations and warranties of Breosla set forth in Article 4 are true and correct as of the Effective Date and GEEC shall have received a certificate of Breosla addressed to GEEC and dated the Effective Date signed on behalf of Breosla by a senior executive officer of Breosla (on Breosla's behalf and without personal liability) confirming the same as at the Effective Date;

(f) the covenants of Breosla contained in Article 6 hereof shall have been complied with in all material respects and GEEC shall have received a certificate of Breosla addressed to GEEC and dated the Effective Date signed on behalf of Breosla by a senior executive officer of Breosla (on Breosla's behalf and without personal liability) confirming the same as at the Effective Date;

(g) GEEC shall have received copies of the Breosla Financial Statements, such financial statements to be in form and substance satisfactory to GEEC; and

(h) GEEC shall have received a certificate of the Transfer Agent outlining the number of issued and outstanding Amalco Shares.

The conditions described above are for the exclusive benefit of GEEC and may be asserted by GEEC regardless of the circumstances, or may be waived by GEEC in its sole discretion, in whole or in part, at any time and from time to time prior to the Effective Time without prejudice to any other rights which GEEC may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Breosla.

9.3 **Conditions to Obligations of Breosla.** The obligation of Breosla to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) the review to the sole satisfaction of Breosla and its legal counsel and other representatives of the financial condition, business, properties, title, assets and affairs of GEEC;

(b) no change having a Material Adverse Effect in the business, affairs, liabilities, financial condition, assets or results of operations of GEEC shall have occurred between the date of the latest available financial statements and the Effective Date;

(c) Breosla shall have received certified copies of the resolutions of the board of directors of GEEC authorizing the execution, delivery and performance of GEEC's obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of GEEC;

(d) Breosla shall have received a certificate of good standing of GEEC;

(e) the representations and warranties of GEEC set forth in Article 5 are true and correct as of the Effective Date and Breosla shall have received a certificate of GEEC addressed to Breosla and dated the Effective Date signed on behalf of GEEC by a senior executive officer of GEEC (on GEEC's behalf and without personal liability) confirming the same as at the Effective Date;

(f) the covenants of GEEC contained in Article 7 hereof shall have been complied with in all material respects and Breosla shall have received a certificate of GEEC

addressed to Breosla and dated the Effective Date signed on behalf of GEEC by a senior executive officer of GEEC (on GEEC's behalf and without personal liability) confirming the same as at the Effective Date; and

(g) Breosla shall have received copies of the GEEC Financial Statements, such financial statements to be in form and substance satisfactory to Breosla;

The conditions described above are for the exclusive benefit of Breosla and may be asserted by Breosla regardless of the circumstances, or may be waived by Breosla in its sole discretion, in whole or in part, at any time and from time to time prior to the Effective Time without prejudice to any other rights which Breosla may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of GEEC.

9.4 **Merger of Conditions.** Upon issuance of the certificate of amalgamation under the OBCA by the Director in respect of the Amalgamation, all conditions set forth in this Article 9 shall be deemed to have been satisfied or waived.

ARTICLE 10
CONDUCT OF BUSINESS

10.1 Each of Breosla and GEEC covenants and agrees that, during the period from the date of this Agreement until the earlier of: (i) the Closing; or (ii) the date that this Agreement is terminated, unless the parties shall otherwise agree in writing, except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

(a) the business of each of Breosla and GEEC shall be conducted only in, and Breosla and GEEC shall not take any action except in, the usual and Ordinary Course of business and consistent with past practice, and Breosla and GEEC shall use all commercially reasonable efforts to maintain and preserve their business organization, assets, officers and advantageous business relationships;

(b) each of Breosla and GEEC shall not directly or indirectly do or permit to occur any of the following: (i) amend the Breosla Governing Documents or GEEC Governing Documents except pursuant to this Agreement and the BC0941092 Information Circular; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares except pursuant to this Agreement and the transactions contemplated in the BC0941092 Information Circular; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any Breosla Shares or GEEC Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Breosla Shares or GEEC Shares, other than as set out in this Agreement and the BC0941092 Information Circular; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (v) split, combine or reclassify any of its shares except as set out in this Agreement and the BC0941092 Information Circular; (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or

reorganization of Breosla or GEEC except pursuant to this Agreement and the transactions contemplated in the BC0941092 Information Circular; (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

(c) each of Breosla and GEEC has not, and shall not, other than as disclosed herein, without prior consultation with and the consent of the other party (such consent not to be unreasonably withheld), directly or indirectly do any of the following other than in the ordinary course of its business: (i) sell, pledge dispose of or encumber any assets; (ii) expend or commit to expend any capital expenditures; (iii) expend or commit to expend any amounts in excess of $50,000 with respect to any operating expenses; (iv) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment therein either by purchase of shares or securities, contributions of capital or property transfer; (v) acquire any assets; (vi) incur any indebtedness for borrowed money, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other individual or entity, or make any loans or advances other than set out in this Agreement; (vii) authorize, recommend or propose any release or relinquishment of any material contract right; (viii) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material licence, lease, contract or other material document; or (ix) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;

(d) neither of Breosla and GEEC shall create any new Breosla or GEEC officer obligations and, except for the payment of existing Breosla and GEEC officer obligations, the parties shall not grant to any officer or director an increase in compensation in any form, grant any general salary increase, grant to any other employee any increase in compensation in any form or make any loan to any officer or director;

(e) neither of Breosla and GEEC shall adopt or amend or make any contribution to any bonus, profit sharing, pension, retirement, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of employees;

(f) neither of Breosla and GEEC shall take any action that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;

(g) neither of Breosla and GEEC will disclose to any person, other than officers, directors and key employees and professional advisers, any confidential information relating to the other party except information required to be disclosed by law or otherwise known to the public;

(h) each of Breosla and GEEC will solicit proxies to be voted at its shareholders meeting in favour of the Amalgamation, provide notice to the other party of the meeting and allow the other party's representatives to attend the meeting unless such meeting is prohibited by rules governing such meeting; and conduct the meeting in accordance with its articles and any instrument governing such meeting, as applicable, and as otherwise required by law;

(i) each of Breosla and GEEC shall indemnify and save harmless the other party and the directors, officers and agents of the other party against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the other party, or any director, officer or agent thereof, may be subject or which the other party, or any director, officer or agent thereof may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any misrepresentation or alleged misrepresentation in the BC0941092 Information Circular relating to any information provided by the other party for inclusion in such BC0941092 Information Circular, or any material in respect of the other party or its affiliates filed in compliance or intended compliance with Applicable Laws;

(j) each of Breosla and GEEC will make available to the other party, and consents to the use of, Breosla Financial Statements and GEEC Financial Statements, as the case may be, and other information of the party which may be required to be disclosed in the BC0941092 Information Circular or in other documents required under Applicable Laws and it will use its reasonable commercial best efforts to cause its auditors, to the extent required under Applicable Laws, to provide their consent to use of their report and use of their name in connection with any disclosure by the party of such Breosla Financial Statements or GEEC Financial Statements, as the case may be, provided that each of Breosla and GEEC agrees that it shall: (i) be liable to the other party for all losses, costs, damages and expenses whatsoever that the other party may suffer, sustain, pay or incur; and (ii) indemnify and save the other party and its officers and directors harmless form and against all claims, liabilities, actions, proceedings, demands, losses, costs, damages and expenses whatsoever which may be alleged against, threatened, brought against or suffered by the other party or its directors or officers as a result of the uses of the financial or other information provided under this section, provided that notwithstanding the foregoing: (A) the provisions of this section shall not release or diminish either party from any of its representations, warranties or covenants otherwise contained in this Agreement; and (B) the foregoing indemnity shall not apply to any financial or other information provided by one party to the other party that contained an untrue statement of a material fact or omitted to state a material fact that was required to be stated or that was necessary to make the Breosla Financial Statements or GEEC Financial Statements, as the case may be, not misleading;

(k) following requisite shareholder approval, Breosla will endeavour to forthwith file the continuance application with the Registrar and the articles of continuance with the Director to effect the continuance of the company out of the Province of British Columbia and into the Province of Ontario;

(l) following requisite shareholder approval, each of Breosla and GEEC will endeavour to forthwith file the Amalgamation Application and the Articles of Amalgamation to effect the Amalgamation with the Director;

(m) except for proxies and other non-substantive communications with securityholders, each of Breosla and GEEC will furnish promptly to the other party a copy of each notice, report, schedule or other document delivered, filed or received by the party in connection with the BC0941092 Meeting; any filings under Applicable Laws; and any dealings with regulatory agencies in connection with the transactions contemplated herein;

(n) each of Breosla and GEEC will make other necessary filings and applications under applicable Canadian federal and provincial and U.S. laws and Regulations required to be made in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations; and

(o) each of Breosla and GEEC will promptly advise the other party of the number of shares for which it has received notices of dissent or written objections to the transactions contemplated by this Agreement and will provide the other party with copies of such notices or written objections.

ARTICLE 11
MUTUAL COVENANTS

11.1 Breosla and GEEC shall, as promptly as practicable hereafter, prepare and file any documents required under any Applicable Laws or any other applicable law relating to the Amalgamation and the transactions contemplated thereby.

11.2 Subject to the terms and conditions herein provided and to fiduciary obligations under Applicable Laws as advised by counsel in writing, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to co-operate with each other in connection with the foregoing, including using commercially reasonable efforts: (i) to obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts (including, without limitation, the agreement of any persons as may be required pursuant to any agreement, arrangement or understanding relating to the party's operations); (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations; (iii) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions

contemplated hereby; (iv) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby; (v) to effect all necessary registrations and other filings and submissions of information requested by governmental authorities; and (vi) to fulfill other conditions and satisfy all provisions of this Agreement and the Amalgamation. For purposes of the foregoing, the obligation to use "commercially reasonable efforts" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other parties.

ARTICLE 12
TERMINATION, AMENDMENT AND WAIVER

12.1 This Agreement may, prior to filing of the Amalgamation Application with the Director, be terminated by the board of directors of either Breosla or GEEC, notwithstanding the approval by the Breosla Shareholders or the GEEC Shareholders, if:

(a) the board of directors of the other party fails to recommend or withdraws, modifies or changes its approval or recommendation of this Agreement or the Amalgamation in a manner adverse to the other party;

(b) the resolution approving the Amalgamation, as contemplated herein, is not submitted for approval at the BC0941092 Meeting;

(c) if the Continuance Resolution is not approved by the Breosla Shareholders at the BC0941092 Meeting;

(d) if the Amalgamation is not approved by the Breosla Shareholders at the BC0941092 Meeting or by the GEEC Shareholders at the GEEC Meeting;

(e) if a court of law in the Province of British Columbia or the Province of Ontario, or any other court or Governmental Authority, has issued an order or taken any other action, in each case which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the Amalgamation;

(f) if either Breosla or GEEC breaches in any material respect its obligations under this Agreement.

12.2 In the event of the termination of this Agreement as provided in this Article 12, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Breosla or GEEC hereunder except those obligations that have accrued to such date. If this Agreement is terminated pursuant to any provisions of this Agreement, the parties shall return all materials and copies of all materials delivered to Breosla or GEEC, as the case may be, or their agents.

12.3 This Agreement may be amended by mutual agreement between the parties hereto.

12.4 Each of Breosla and GEEC may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive compliance with any of the other's agreements or the fulfillment of any conditions to its own obligations contained herein or (iii) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other party hereto, provided, however, that any such extension or waiver shall be valid only if set forth in an instrument of writing signed on behalf of such party.

ARTICLE 13
GENERAL PROVISIONS

13.1 All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by electronic communications, facsimile or prepaid courier to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

(a) if to Breosla:

Breosla Oil Acquisition Corp.
500 – 900 West Hastings Street
Vancouver, British Columbia
V6C 1E5

Attention: Don Gordon
President
E-mail: dagcorp123@gmail.com

with a copy to:

Buttonwood Law Corporation
1984 Yonge Street
Toronto, Ontario M4S 1Z7

Attention: Mouane Sengsavang
E-mail: mouane@buttonwoodlaw.com

(b) if to GEEC:

Global Energy Enhancement Corp.
Suite 17, 120 West Beaver Creek Road
Richmond Hill, Ontario
L4B 1L2

13.2 This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto shall be entitled to rely upon delivery of an executed facsimile copy of this Agreement and such facsimile copy shall be legally effective to create a valid and binding agreement among the parties hereto. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the Province of Ontario having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

13.3 Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

13.4 All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense, whether or not the Amalgamation is completed.

13.5 The representations and warranties of Breosla and GEEC contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered pursuant hereto will survive the execution of this Agreement and will continue in full force and effect until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

13.6 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.7 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument and all such counterparts, when taken together, shall constitute one agreement.

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IN WITNESS WHEREOF, Breosla and GEEC have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

BREOSLA OIL ACQUISITION CORP.

Per: _____
Name:
Title

Per: _____
Name:
Title:

GLOBAL ENERGY ENHANCEMENT CORP.

Per: _____
Name:
Title

Per: _____
Name:
Title:

SCHEDULE A

Articles of Amalgamation

SCHEDULE B

List of Outstanding Options and Warrants

SCHEDULE C

Financial Commitments

SCHEDULE D

Material Contracts

Breosla Oil Acquisition Corp.

Arrangement agreement between 0941092 B.C. Ltd., Acqua Export Acquisition Corp., Breosla Oil Acquisition Corp., Forbairt Development Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp.

Amalgamation agreement between Breosla Oil Acquisition Corp. and Global Energy Enhancement Corp.

Stock Option Plan

Global Energy Enhancement Corp.

Amalgamation agreement between Breosla Oil Acquisition Corp. and Global Energy Enhancement Corp.

SCHEDULE E

Breosla Assets

Letter of Intent between BC0941092 and Global Energy Enhancement Corp. dated October 28, 2013

SCHEDULE F

GEEC Assets

0941092 B.C. LTD.
2000-1500 West Georgia Street
Vancouver BC V6G 2Z6
September 9, 2012

October 28, 2013

Global Energy Enhancement Corp.
17-120 West Beaver Creek Rd.
Richmond Hill, Ontario
L4B 1L2

Attention: **Mark Pellicane, Chief Executive Officer**

Dear **Sirs,**

RE: Global Energy Enhancement Corp (the "Company") ("GEC")

The purpose of this Letter of Intent ("Letter") is to set forth certain non-binding understandings and certain binding obligations between 0941092 B.C. Ltd., ("092 B.C. Ltd. ") and GEC and the shareholders of GEC (the " GEC Shareholders"), owners of 100% of the issued and outstanding capital stock of GEC, with respect to a proposed Amalgamation in which 092 B.C. Ltd. will have the assignable right to purchase all of the issued and outstanding capital stock of GEC (the "Shares") from GEC and the GEC Shareholders. For purposes of this Letter, 092 B.C, GEC, and the GEC Shareholders are sometimes collectively referred to as "parties" and individually as a "party."

By executing this Letter of Intent, all parties confirm their mutual intention that they will proceed to the execution and delivery of a definitive agreement (the Amalgamation Agreement").

The terms and conditions contained herein are non-binding except for section : Public Announcements, below and the binding terms include agreement of the Parties to deal exclusively, for the purpose of enabling 092 B.C. Ltd. to complete the proposed Amalgamation agreement until such time as notice and completion of the procedure to terminate negotiations on 10 days notice (see below) may occur, or the completion of the due diligence period and satisfaction of the conditions precedent.
.
A summary of the principal terms and conditions of the Amalgamation are as follows:

Structure: 092 B.C. Ltd. and GEC will enter into a merger agreement or an Amalgamation agreement whereby the common shares of 092 B.C. Ltd. and the common shares and preferred shares of GEC will be exchanged for the common shares and preferred shares of the Listing Applicant company that shall adopt the

	name of the private company or any new name chosen for the amalgamated company ("AMALCO") on the terms set out herein. It is intended that common shares of AMALCO will be listed on the CNSX.
Amalgamation and Consideration:	The Amalgamation will proceed on the basis that each 092 B.C. Ltd. shareholder will receive one common share of AMALCO for the agreed conversion or exchange rate multiplied by the number of shares of 092 B.C. Ltd. and the equivalent for any unexercised options, for example an exchange of 1 to 1 resulting in approximately 8,572,567 shares issued to 092 B.C. Ltd. shareholders, and each GEC shareholder will receive one (1) common share of AMALCO for every one (1) share of GEC and the equivalent for any unexercised warrants and options, and one (1) preferred share of AMALCO for each preferred share of GEC (if any) with the same terms, rights and features as the class of preferred in GEC.
Plan of Arrangement:	092 B.C. Ltd. has certain assets to be transferred immediately before the merger with GEC and is entitled to do so by Plan of Arrangement to be approved by shareholders in the circular approving the merger Amalgamation.
GEC Active Business:	GEC is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of B.C.
The Purchaser:	092 B.C. Ltd. will maintain itself in good standing until completion of the proposed Amalgamations.
Standstill:	092 B.C. Ltd. and GEC shall exclusively negotiate in good faith towards the completion of the Amalgamation agreement.
Conditions Precedent:	Execution of a definitive and final Amalgamation agreement between 092 B.C. Ltd. and GEC.
Due Diligence:	All due diligence, acceptable to the parties, in their discretion, to be completed prior to the execution of the Amalgamation Agreement. GEC further agrees to provide 092 B.C. Ltd. with such additional information as may be reasonably requested pertaining to GEC's business and assets to the extent reasonably necessary to complete the Definitive Agreement.
Purchaser Obtaining Requisite Shareholder and Regulatory Approvals:	Acknowledgement of the right of 092 B.C. Ltd. to assign this agreement to a subsidiary and to obtain any necessary regulatory, corporate and shareholder approval to the Amalgamation and plan of arrangement for the spinoff of assets of 092 B.C. to effectively "butterfly" 092 B.C. Ltd. into separate reporting issuers.

Absence of Material Litigation or Adverse Change:	There must be no pending or threatened material claims or litigation involving GEC or AMALCO, and no "material adverse change" in the business of GEC or AMALCO; "material adverse change" is defined as any amount greater than $10,000.
Completion of Adequate Financing:	The completion of adequate financing to qualify for listing on CNSX is mandatory for closing.
Fees and Expenses:	GEC will be responsible for expenses of all parties prior to the completion of the proposed Amalgamations including setup costs for the reporting issuer and spinoff of 092 B.C. Ltd. assets as a reporting Issuer, and will be responsible for a fair allocation of expenses related to holding a special and/or extraordinary meeting pertaining to the GEC transaction, including but not limited to legal counsel, accountants, transfer agent, CDS and consultants until such time as the Amalgamation is completed. Expenses included are supported and budgeted for GEC review. A deposit against expenses of $20,000 is requested on acceptance.
Board Representation:	The Board of Directors of AMALCO upon completion of the Amalgamation shall initially be composed of the current board of GEC or its appointees.
Public Announcements:	Neither party shall disclose for any purpose whatsoever to any person (except agents or advisors) the existence or contents of this letter until required by relevant securities regulatory or stock exchange requirements or agreed to by both parties. The parties will keep confidential and not disclose to any third party (except counsel or advisors) confidential information provided by the other party without prior written consent of the other party.
DAG Consulting Corp.	Principals of 092 B.C. Ltd. operate as DAG Consulting Corp to oversee and manage the entire merger and listing process and procedure, separate from but in conjunction with legal counsel, which services will be contracted separately by GEC.
Closing Date:	Closing of a final Amalgamation between 092 B.C. Ltd. and GEC is anticipated prior to January 15, 2014.
Cancellation	Until the date a definitive acquisition agreement is entered into or the parties agree this agreement is binding either party may provide notice of cancellation of 10 business days as long as reasons for the cancellation are provided and the party receiving notice retains exclusive rights of negotiation

for the 10 day period and has the right to amend or revise the offer within that period to renew the agreement and rescind the notice of cancellation.

092 B.C. Ltd. hereby warrants that the directors of 092 B.C. Ltd. have approved the execution of this Letter and, subject to the conditions precedent and other conditions above, the completion of the Amalgamation. By your acceptance of this letter, you warrant that the directors of GEC have approved the execution of this letter.

If the foregoing is acceptable to you would you kindly sign the copy of this letter where indicated and return to the undersigned on or before 5:00 p.m. (Vancouver time), November 1, 2013 otherwise the offer to merge contained herein may forthwith terminate and be of no further force and effect.

Yours truly,

0941092 B.C. LTD.

THIS DAY OF October 28, 2013

Donald Gordon, Director

Global Energy Enhancement Corp.

THIS 28 DAY OF October 2013.

Signature

Mark Pellicane, CEO

Name of Director and/or Senior Officer

SCHEDULE "P"

LETTER OF INTENT BETWEEN BC0941092 AND GENESIS INCOME PROPERTIES INC.

AMALGAMATION AGREEMENT

This amalgamation agreement is made as of the 10th day of July, 2014.

BETWEEN:

FORBAIRT DEVELOPMENT ACQUISITION CORP., a corporation duly incorporated under the laws of the Province of British Columbia and having an office in the City of Vancouver (hereafter referred to as "**Forbairt**")

-and-

GENESIS INCOME PROPERTIES INC., a corporation duly incorporated under the laws of the Province of British Columbia and having an office in the City of Vancouver (hereafter referred to as "**Genesis**")

WHEREAS upon the terms and subject to the conditions set out in this Agreement, the parties intend to effect an amalgamation whereby, among other things, Forbairt and Genesis will combine and continue as one corporation upon and subject to the terms and conditions hereof;

AND WHEREAS the board of directors of each of Forbairt and Genesis has determined that it would be in the best interests of each corporation and the best interests of their respective shareholders to enter into this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the recitals hereto, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the indicated meanings and grammatical variations of such words and terms will have corresponding meanings:

"**Agreement**", "**this Agreement**", "**herein**", "**hereto**" and "**hereof**" and similar expressions refer to this Agreement, as the same may be amended or supplemented from time to time and, where applicable, to the appropriate Schedules hereto;

"**Amalco**" has the meaning set out in section 2.1;

"**Amalco Options**" means options to acquire Amalco Shares to be issued by Amalco in conjunction with the completion of the Amalgamation;

"**Amalco Shares**" means the common shares of Amalco as provided for in the Articles of Amalgamation;

"**Amalco Warrants**" means warrants exercisable into Amalco Shares to be issued by Amalco in conjunction with the completion of the Amalgamation;

"**Amalgamation**" means the amalgamation of Forbairt and Genesis contemplated by this Agreement;

"**Amalgamation Application**" means, collectively a (i) Form 13 Amalgamation Application without court approval together with the signatures of the authorized signatories of each of CWC and Acqua, (ii) a statutory declaration of an officer or director of each of CWC and Acqua, and (iii) the applicable filing fee payable to the Minister of Finance;

"**Amalgamation Resolutions**" means the respective special resolutions of Forbairt shareholders and Genesis shareholders approving the Amalgamation, as required by the BCBCA;

"**Applicable Laws**" means applicable corporate laws, including the BCBCA and all securities laws, regulations and rules, all policies thereunder and rules of applicable stock exchanges;

"**Articles of Amalgamation**" means the articles of amalgamation of Amalco substantially in the form set out in Schedule A hereto;

"**Authorization**" means any order, permit, approval, consent, waiver, license, certificates, registrations or similar authorization of any Governmental Authority having jurisdiction;

"**BC0941092 Information Circular**" means the information circular of 0941092 B.C. Ltd. to be sent to shareholders in connection with the plan of arrangement between 0941092 B.C. Ltd., Forbairt, Acqua Export Acquisition Corp., Breosla Oil Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp. and the Amalgamation to be approved by shareholders at the BC0940912 Meeting;

"**BC0941092 Meeting**" means the annual general and special meeting of shareholders of 0941092 B.C. Ltd. to be held to consider, among other things, the Amalgamation and all things necessary to effect the Amalgamation transaction;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) as in effect as of the date hereof and as amended, including regulations promulgated thereunder;

"**Business Day**" means any day, other than Saturday, Sunday and a statutory holiday in the Province of British Columbia;

"**Certificate of Amalgamation**" means the certificate of amalgamation issued by the Registrar of Companies for British Columbia under the BCBCA giving effect to the Amalgamation;

"**Closing**" means the completion of the Amalgamation;

"**CSE**" means the Canadian Securities Exchange;

"**Contract**" means any agreement, contract, licence, undertaking, option, engagement, or commitment of any nature, written or oral, including any: (i) lease of personal property, (ii) derivative contract, and (iii) restrictive agreement or negative covenant agreement;

"**Dissent Rights**" means the right of dissent in respect of the Amalgamation Resolutions provided pursuant to the BCBCA;

"**Dissenting Shareholders**" means a Forbairt Shareholder or a Genesis Shareholder, as the case may be, who exercises Dissent Rights in connection with the Amalgamation Resolutions and has sent to Forbairt or Genesis, as the case may be, a written objection and a demand for payment within the time limits and in the manner prescribed by Part 8, Division 2 of the BCBCA;

"**Effective Date**" means the date of registration or filing indicated upon the Certificate of Amalgamation upon filing of the Articles of Amalgamation;

"**Effective Time**" means 12:01 a.m. (Vancouver time) on the Effective Date;

"**Escrow Agreement**" means the agreement prepared in the form of escrow agreement prescribed under National Policy 46-201 that may be required to be entered into pursuant to the policies of the CSE among Forbairt, Genesis, the Transfer Agent, and certain shareholders of Forbairt and Genesis, including all of the proposed directors, officers and consultants of Amalco, whereby all securities of Amalco, beneficially owned or controlled, directly or indirectly, or over which control or direction is exercised by the proposed directors, officers and consultants of Amalco, and the respective affiliates or associates of any of them, including any Forbairt Shares or Genesis Shares deposited under any previous escrow agreements, shall be placed in and made subject to an escrow agreement as if Amalco were subject to the requirements of National Policy 46-201 providing for the escrow of the securities held by principals for a period of 36 months from the Effective Date;

"**Forbairt Financial Statements**" means the unaudited financial statements of Forbairt for the period ended April 30, 2014, together with the notes thereto;

"**Forbairt Governing Documents**" means the Certificate of Incorporation and articles of incorporation of Forbairt and all amendments thereto;

"**Forbairt Shareholders**" means the holders of Forbairt Shares who shall be the same shareholders as the shareholders of 0941092 B.C. Ltd. after completion of the plan of arrangement;

"**Forbairt Shares**" means the common shares of Forbairt as presently constituted and, for greater certainty, before giving effect to the Amalgamation;
"**Genesis Financial Statements**" means the audited financial statements of Genesis for the period from inception on April 7, 2014 to April 30, 2014, together with the notes thereto;

"**Genesis Governing Documents**" means the Certificate of Incorporation and articles of incorporation of Genesis and all amendments thereto;

"**Genesis Meeting**" means the special meeting of Genesis Shareholders to be held to consider the Amalgamation and all things necessary to effect the Amalgamation;

"**Genesis Optionholders**" means the holders of Genesis Options;

"**Genesis Options**" means options to purchase Genesis Shares;

"**Genesis Properties**" refers to a portfolio of residential properties located in Detroit, Michigan, as more particularly described in Schedule F;

"**Genesis Shareholders**" means the holders of Genesis Shares;

"**Genesis Shares**" means the common shares of Genesis as presently constituted;

"**Genesis Warrantholders**" means the holders of Genesis Warrants;

"**Genesis Warrants**" means the outstanding warrants of Genesis as presently constituted;

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

"**IFRS**" means International Financial Reporting Standards, consistently applied;

"**Material Adverse Effect**" means, when used in connection with Forbairt or Genesis, as applicable, any change or effect (or any condition, event or development involving a prospective change or effect) in or on the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights or liabilities, whether contractual or otherwise, of Forbairt or Genesis, as applicable, taken as a whole, and which change or effect may reasonably be expected to materially reduce the value of the equity securities of Forbairt or Genesis, as applicable, (other than a change or effect: (i) which arises out of a matter that has been publicly disclosed or otherwise disclosed in writing by Forbairt or Genesis, as applicable, to the other party prior to the date hereof; (ii) resulting from conditions affecting the residential and commercial real estate industry as a whole; or (iii) resulting from general economic, financial,

currency exchange, securities or commodity market conditions in Canada, the United States or elsewhere;

"**Ordinary Course**" means, with respect to any actions taken by Forbairt or Genesis, as applicable, that such action is consistent with the past practices of Forbairt or Genesis, as applicable, and is taken in the ordinary course of the normal day to day operations of Forbairt or Genesis, as applicable;

"**Person**" means and includes an individual, firm, sole proprietorship, partnership, joint venture, venture capital or hedge fund, association, unincorporated association, unincorporated syndicate, unincorporated organization, estate, trust, body corporate (including a limited liability company and an unlimited liability company), a trustee, executor, administrator or other legal representative, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Registrar**" means the person appointed as the Registrar of Companies under section 400 of the BCBCA;

"**Regulations**" means all statutes, laws, rules, orders, directives and regulations in effect from time to time and made by Governmental Authorities having jurisdiction over Forbairt or Genesis, as applicable;

"**Securities Laws**" means any applicable Canadian provincial securities laws and any other applicable securities laws;

"**Tax Act**" means the *Income Tax Act* (Canada), together with any and all regulations promulgated thereunder, as amended from time to time;

"**Taxes**" means all taxes, however determined, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any federal, provincial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes including, but not limited to, federal income taxes and provincial income taxes, capital, payroll and employee withholding taxes, labour taxes, employment insurance, social insurance taxes, sales and use taxes, *ad valorem* taxes, value added taxes, excise taxes, franchise taxes, gross receipts taxes, business licence taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature;

"**Transfer Agent**" means Computershare Trust Company of Canada;

1.2 Singular, Plural, etc.

Words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders.

1.3 Deemed Currency

In the absence of a specific designation of any currency, any dollar amount referenced herein shall be deemed to refer to lawful currency of Canada.

1.4 Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents hereto and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made.

1.5 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties hereunder is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.7 Attornment

Each of the parties hereby irrevocably and unconditionally consents to and submits to the jurisdiction of the courts of the Province of British Columbia in respect of all actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agrees not to commence any action, suit or proceeding relating thereto except in such courts) and further agrees that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement shall be effective service of process for any action, suit or proceeding brought against either party in such court. The parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of the Province of British Columbia and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made shall be made in a manner consistent with IFRS applied on a consistent basis.

1.9 Inclusive Terminology

Whenever used in this Agreement, the words "includes" and "including" and similar terms of inclusion shall not, unless expressly modified by the words "only" or "solely", be construed as terms of limitations, but rather shall mean "includes but is not limited to" and "including but not limited to", so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive.

1.10 Knowledge

In this Agreement, whenever a representation or warranty is made on the basis of the knowledge or awareness of Forbairt or Genesis, as the case may be, such knowledge or awareness consists only of the actual knowledge or awareness, as of the date of this Agreement, of the officers of Forbairt or Genesis, as the case may be, after that officer has made all inquiries and investigations in order to obtain or improve his or her knowledge or awareness in respect to the applicable matter, condition or circumstance that a reasonable and prudent individual seeking to diligently and in good faith make true and accurate disclosures, representations and warranties in respect to the applicable matter, condition or circumstances would make.

1.11 Incorporation of Schedules

Schedule A	Articles of Amalgamation
Schedule B	Genesis Warrants and Options Outstanding
Schedule C	Financial Commitments
Schedule D	Material Contracts
Schedule E	Forbairt Assets
Schedule F	Genesis Properties

ARTICLE 2
THE AMALGAMATION

2.1 Amalgamation

Forbairt and Genesis agree to amalgamate, pursuant to the provisions of the BCBCA, and to continue as one corporation ("**Amalco**") effective as of the Effective Time, or such other date as the boards of directors of Forbairt and Genesis may mutually determine, upon and subject to the terms and conditions set out in this Agreement.

ARTICLE 3
AMALCO

3.1 Name

The name of Amalco shall be "Genesis Income Properties Inc."

3.2 Registered and records office address

The registered and records office address of Amalco shall be located at 1025 West Keith Road, North Vancouver, British Columbia, V7P 3C7, unless changed in accordance with the BCBCA.

3.3 Authorized share capital

Amalco shall be authorized to issue an unlimited number of common shares without par value. The rights, privileges, restrictions and conditions attaching to the shares shall be as set forth in Schedule A to this Agreement.

3.4 Restrictions on business

There shall be no restrictions on the business that Amalco is authorized to carry on or on the powers Amalco may exercise.

3.5 Number of directors

The board of directors of Amalco shall, until otherwise changed in accordance with the BCBCA, consist of a minimum of three directors. The directors of Amalco from time to time shall be empowered to determine the number of directors of Amalco and the number of directors to be elected at future annual or special meetings of shareholders.

3.6 Initial directors

The first directors of Amalco shall be the persons whose names and addresses appear below:

Name	**Address**	**Resident Canadian**
Vid Wadhwani	Maple Ridge, B.C.	Yes
David Jackson	San Jose, Costa Rica	No
Allan M. Goulding	North Vancouver, B.C.	Yes
David C. Carkeek	North Vancouver, B.C.	Yes
Daniel Gouws	Maple Ridge, B.C.	Yes

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

3.7 Indemnification of resigning Forbairt directors

Forbairt and Genesis agree that all rights to indemnification or exculpation now existing in favour of the current directors of Forbairt who are not continuing as directors of Amalco, as provided in Forbairt's articles, shall survive the Amalgamation and shall continue in full force and effect for a period of not less than two years from the Effective Time.

3.8 First auditors

The first auditors of Amalco shall be Dale Matheson Carr-Hilton Labonte LLP, Chartered Accountants, of Vancouver, British Columbia, or such other accounting or auditing firm as may be agreed to by the parties. The first auditors of Amalco shall hold office until the first annual meeting of Amalco following the Amalgamation or until their successors are elected or appointed.

3.9 Notice of Articles and Articles

The Articles of Amalco, until repealed, amended or altered, shall be the Articles set forth in Schedule A hereto. The Notice of Articles of Amalco, until amended or altered, shall be the Notice of Articles contained in the Amalgamation application.

3.10 Exchange of Shares

As at the Effective Time,

(a) Forbairt Shareholders will receive 0.1999 Amalco Share in exchange for every one (1) Forbairt Share, and all the Forbairt Shares will be cancelled;

(b) Genesis Shareholders will receive one (1) Amalco Share in exchange for every one (1) Genesis Share, and all the Genesis Shares will be cancelled;

(c) Forbairt Warrantholders will receive 0.1999 Amalco Warrant in exchange for every one (1) Forbairt Warrant, and all the Forbairt Warrants will be cancelled;

(d) Genesis Warrantholders will receive one (1) Amalco Warrant in exchange for every one (1) Genesis Warrant, and all the Genesis Warrants will be cancelled;

(e) Forbairt Optionholders will receive 0.1999 Amalco Option in exchange for every one (1) Forbairt Option, and all the Forbairt Options will be cancelled;

(f) Genesis Optionholders will receive one (1) Amalco Option in exchange for every one (1) Genesis Option, and all the Genesis Options will be cancelled;

3.11 Fractional shares

No fractional shares will be issued upon the Amalgamation and in the event that a Forbairt Shareholder or a Genesis Shareholder would, but for this paragraph, have been entitled on the Amalgamation to receive a fraction of an Amalco Share in exchange for Forbairt Shares or Genesis Shares, registered in such holder's name, the number of Amalco Shares issuable to such holder will be rounded up to the nearest whole number.

3.12 Stated capital accounts

Subject to reduction to effect payments made to Dissenting Shareholders as hereinafter set forth, the aggregate paid-up capital in the records of Amalco shall be the aggregate of the paid-up capital as defined in the Tax Act of Forbairt and Genesis immediately prior to the Effective Time. The amount of paid-up capital attributable to the Amalco Shares shall be adjusted to reflect payments that may be made to Dissenting Shareholders.

3.13 Dissenting Shareholders

Forbairt Shares or Genesis Shares which are held by a Dissenting Shareholder shall not be converted into Amalco Shares. However, if a Dissenting Shareholder fails to perfect or effectively withdraws its claim under section 238 of the BCBCA or forfeits its right to make a claim under the BCBCA, or if its rights as a shareholder of Forbairt or Genesis, as the case may be, are otherwise reinstated, such Forbairt Shares or Genesis Shares, as the case may be, shall be deemed to have been exchanged as of the Effective Date for Amalco Shares as prescribed in Section 3.11.

3.14 Contribution of assets

Each of Forbairt and Genesis shall contribute to Amalco all its assets, subject to its liabilities, as such exist before the Effective Time.

3.15 Property of Amalco

Amalco shall possess all the property, rights, privileges and franchises and shall be subject to all the liabilities, contracts, disabilities and debts of each of Forbairt and Genesis as they exist immediately before the Effective Time.

3.16 Share Certificates

Share certificates shall be issued in respect of the Amalco Shares as at the Effective Date, and all the Certificates issued by Forbairt for Forbairt Shares and all of the Certificates issued by Genesis for Genesis Shares shall be deemed to be cancelled as at the Effective Date.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF FORBAIRT

Forbairt represents and warrants to Genesis as follows and acknowledges and confirms that Genesis is relying on such representations and warranties in connection with its entering into the Amalgamation:

(a) **Incorporation**. Forbairt has been validly incorporated and is existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business

as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Material Adverse Effect;

(b) **Due Authorization, etc.** Forbairt has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Forbairt and constitutes a valid and binding agreement enforceable against Forbairt in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;

(c) **Reporting Issuer Status.** After completion of the plan of arrangement with 0941092 B.C. Ltd., Forbairt will be a "reporting issuer" within the meaning of the *Securities Act* (British Columbia), and to the best of management's knowledge, information and belief, after having made reasonable inquiries, will be in material compliance with its obligations as a reporting issuer, and neither the British Columbia Securities Commission nor the Alberta Securities Commission, or other Governmental Authority, has issued any order preventing the Amalgamation;

(d) **Litigation**. There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Forbairt, pending or threatened against or relating to Forbairt, or affecting its material assets and there is not presently outstanding against Forbairt any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(e) **Bankruptcy, etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by Forbairt or, to the knowledge of Forbairt, are pending against Forbairt;

(f) **Financial Statements.** The Forbairt Financial Statements have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position of Forbairt as at the date of such financial statements;

(g) **Liabilities**. Except those set out in the Forbairt Financial Statements referred to above, Forbairt has no material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, and whether due or to become due or asserted or, to its knowledge, unasserted, whether or not required by IFRS to be reflected in, reserved against or otherwise described in the balance sheet of Forbairt (including the notes thereto), which constitute a Material Adverse Effect, and Forbairt has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person save and except with regard to the indemnification of its directors and officers under the BCBCA and its by-laws;

(h) **Absence of Conflict.** None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:

(i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of Forbairt;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Forbairt is a party or by which it is bound or to which its property is subject, all as of the Effective Time;

(iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by Forbairt, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of Forbairt under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or

(iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to Forbairt;

that would, individually or in the aggregate, have a Material Adverse Effect on Forbairt or materially impair the ability of Forbairt to perform its obligations hereunder or prevent or materially delay the Amalgamation or any of the transactions contemplated hereby;

(i) **Taxes.** As of the date of this Agreement, Forbairt:

(i) has duly and in a timely manner filed all Tax returns and reports required by Applicable Laws to have been filed by it, has duly reported all income and other amounts required to be reported and has paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority. Forbairt has duly and in a timely manner paid, deducted, withheld, collected and remitted all Taxes required to be paid, deducted, withheld, collected or remitted by it and has made full provision, in accordance with IFRS, for (including properly accruing and reflecting on its books and records) all Taxes that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement. The Forbairt Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on Forbairt, or their property or rights, arising out of operations on or before the date of the balance sheet set forth in the Forbairt Financial Statements in accordance with IFRS, regardless of whether such amounts are payable before or after the Effective Date. No deficiency in payment of any Taxes for any period has been asserted

by any Governmental Authority and remains unsettled at the date hereof. There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of Forbairt, contemplated against Forbairt in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes; and

(ii) is a "taxable Canadian corporation" within the meaning of the *Income Tax Act* (Canada).

(j) **Restrictions on Amalgamation.** Except to the extent that Forbairt must comply with Applicable Laws, Forbairt is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict Forbairt from entering into and completing the Amalgamation;

(k) **Voting Agreements.** Forbairt is not a party to any agreement nor, to Forbairt's knowledge, is there any agreement, which in any manner affects the voting control of any of the securities of Forbairt;

(l) **Books and Records.** The corporate records and minute books of Forbairt contain or, at or prior to the Amalgamation will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed;

(m) **Public Disclosure Documents.** To the best of its knowledge, Forbairt is current in the filing of all public disclosure documents required to be filed by Forbairt under applicable Securities Laws and stock exchange rules (including all Contracts required by Securities Laws to be filed by Forbairt) and there are no filings that have been made thereunder on a confidential basis; and

(n) **No Misrepresentation.** To the best of management's knowledge, information and belief, after having made reasonable inquiries, no portion of the public disclosure documents filed by Forbairt under applicable Securities Laws contained a misrepresentation (as such term is defined in the *Securities Act* (British Columbia)) as at its date of public dissemination.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF GENESIS

Genesis represents and warrants to Forbairt as follows and acknowledges and confirms that Forbairt is relying on such representations and warranties in connection with its entering into the Amalgamation

(a) **Incorporation.** Genesis has been validly incorporated and is existing under the laws of the Province of British Columbia and has all necessary corporate power, authority and capacity to own its property and assets and to carry on its business

as currently conducted, except where the failure to have such power, authority and capacity would not reasonably be expected to have a Genesis Material Adverse Effect;;

(b) **Due Authorization.** Genesis has the requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Genesis and constitutes a valid and binding agreement enforceable against Genesis in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies such as specific performance are available only in the discretion of the court;

(c) **Genesis Properties.** Genesis is the legal and beneficial owner of and has good and marketable title to the deeds, licenses, leases or other instruments conferring ownership rights in respect of the properties in which Genesis has an interest referred to in Schedule F of this Agreement. All agreements by which Genesis holds an interest in the Genesis Properties and assets are in good standing under Applicable Laws and all financial commitments required to maintain the Genesis Properties and assets in good standing have been properly met in a timely manner with the appropriate Governmental Authority and there are no Encumbrances or any other interests in or on such Genesis Properties and assets except as disclosed herein. Genesis has conducted and is conducting its business in material compliance with all Applicable Laws, including all Governmental Authority authorizations and instructions, whether in writing or oral, relating to the Genesis Properties and assets. Genesis has not received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the deeds, mortgages, licenses, leases or other instruments conferring rights in respect of the Genesis Properties and assets that would, individually or in the aggregate, result in a Material Adverse Effect on Genesis. Without limiting the generality of the foregoing, Genesis has obtained all licenses and permits necessary for the operation of the business of Genesis, has not taken any action which would impair the ability of Genesis to obtain necessary licenses or permits in the future for the continued operation of such business, in accordance with Applicable Laws and requirements of all Governmental Authorities;

(d) **Litigation.** There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, or, to the knowledge of Genesis, pending or threatened against or relating to Genesis, or affecting the Genesis Properties or its material assets and there is not presently outstanding against Genesis any material judgment, decree, injunction, rule or order of any court, governmental department, commission, agency or arbitrator;

(e) **Bankruptcy, etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by Genesis or, to the knowledge of Genesis, are pending against Genesis;

(f) **Financial Statements.** The Genesis Financial Statements have been prepared in accordance with IFRS and present fairly, in all material respects, the financial position of Genesis as at the date of such financial statements;

(g) **Liabilities.** Except those set out in the Genesis Financial Statements referred to above, Genesis has no material liabilities or obligations of any nature, whether or not accrued, contingent or otherwise, and whether due or to become due or asserted or, to its knowledge, unasserted, whether or not required by IFRS to be reflected in, reserved against or otherwise described in the balance sheet of Genesis (including the notes thereto), which constitute a Material Adverse Effect, and Genesis has not guaranteed or indemnified, or agreed to guarantee or indemnify, any debt, liability or other obligation of any Person save and except with regard to the indemnification of its directors and officers under the BCBCA and its Articles of Incorporation;

(h) **Absence of Conflict.** None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfillment of or compliance with the terms and provisions hereof do or will:

(i) result in a breach of, or violate any term or provisions of, the Notice of Articles or Articles of Incorporation of Genesis;

(ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Genesis is a party or by which it is bound or to which its property is subject, all as of the Effective Time;

(iii) result in the cancellation, suspension or material alteration in the terms of any material licence, permit or authority held by Genesis, or in the creation of any lien, charge, security interest or encumbrance upon any of the material assets of Genesis under any such material agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other person any material interest or rights, including rights of purchase, termination, cancellation or acceleration; or

(iv) violate any provisions of law or administrative regulation or any judicial or administrative award, judgment or decree applicable to Genesis;

that would, individually or in the aggregate, have a Material Adverse Effect on Genesis or materially impair the ability of Genesis to perform its obligations

hereunder or prevent or materially delay the consummation of any of the transactions contemplated hereby;

(i) **Taxes.** As of the date of this Agreement, Genesis:

(i) has duly and in a timely manner filed all Tax returns and reports required by Applicable Laws to have been filed by it, has duly reported all income and other amounts required to be reported and has paid all Taxes to the extent that such Taxes have been assessed by the relevant taxation authority. Genesis has duly and in a timely manner paid, deducted, withheld, collected and remitted all Taxes required to be paid, deducted, withheld, collected or remitted by it and has made full provision, in accordance with IFRS, for (including properly accruing and reflecting on its books and records) all Taxes that are not yet due, that relate to periods (or portions thereof) ending prior to the date of this Agreement. The Genesis Financial Statements contain adequate provision for all Taxes, assessments and levies imposed on Genesis, or their property or rights, arising out of operations on or before the date of the balance sheet set forth in the Genesis Financial Statements in accordance with IFRS, regardless of whether such amounts are payable before or after the Effective Date. No deficiency in payment of any Taxes for any period has been asserted by any Governmental Authority and remains unsettled at the date hereof. There are no actions, suits, examinations, proceedings, investigations, audits or claims now pending or threatened or, to the knowledge of Genesis, contemplated against Genesis in respect of any Taxes and there are no matters under discussion with any Governmental Authority relating to any Taxes; and

(ii) is a "taxable Canadian corporation" within the meaning of the *Income Tax Act* (Canada);

(j) **Restrictions on Amalgamation.** Genesis is not a party to or bound or affected by any commitment, agreement or document which would prohibit or restrict Genesis from entering into and completing the Amalgamation;

(k) **Voting Agreements.** Genesis is not a party to any agreement nor, to Genesis's knowledge, is there any agreement, which in any manner affects the voting control of any of the securities of Genesis; and

(l) **Books and Records.** The corporate records and minute books of Genesis contain or, at or prior to the Amalgamation will contain, in all material respects, complete and accurate minutes of all meetings of the directors and shareholders since its date of incorporation, together with the full text of all resolutions of directors and shareholders passed in lieu of such meetings, duly signed.

ARTICLE 6

COVENANTS OF FORBAIRT

6.1 Forbairt covenants in favour of Genesis that, during the period from the date hereof to the Effective Date, Forbairt shall:

(a) **Conduct Business in the Ordinary Course.** Except for the transactions contemplated by the BC0941092 Information Circular, Forbairt will conduct its business and its operations and affairs only in the Ordinary Course, and Forbairt will not, without the prior written consent of Genesis, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of Forbairt contained herein or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation, except as specifically contemplated herein and that Forbairt may issue Forbairt Shares upon the exercise of any Forbairt Options or Forbairt Warrants;

(b) **Corporate Action.** Forbairt will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to secure the approval of the Amalgamation, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement, and to cause all necessary meetings of directors and shareholders of Forbairt to be held for such purpose. In particular, the BC0941092 Meeting will be convened for the purposes of approving, among other things:

(i) a plan of arrangement between 0941092 B.C. Ltd., Forbairt, Acqua Export Acquisition Corp., Breosla Oil Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp.; and

(ii) this Agreement;

(c) **Plan of Arrangement.** Forbairt will use its commercially reasonable efforts to complete the plan of arrangement within a reasonable time after the date of the BC0941092 Meeting or any adjournment thereof;

(d) **Circular.** The BC0941092 Information Circular will be filed and distributed to the shareholders of 0941092 B.C. Ltd. (who will be Forbairt Shareholders after completion of the plan of arrangement) in a timely and expeditious manner, as required by Applicable Law in all jurisdictions where the same is required, and compliant in all material respects with all applicable legal requirements on the date of issue thereof;

(e) **Regulatory Consents.** Forbairt will use its commercially reasonable efforts to obtain, prior to the Amalgamation, from all appropriate Governmental

Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement;

(f) **Contractual Consents**. Forbairt will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any Contract to which Forbairt is a party or by which it is bound to consummate the transactions contemplated hereby; and

(g) **Preserve Goodwill.** Forbairt will use its commercially reasonable efforts to preserve intact its business and the operations and affairs of Forbairt and to carry on its business and the affairs of Forbairt in the Ordinary Course, and to promote and preserve for the goodwill of suppliers, customers and others having business relations with Forbairt.

ARTICLE 7
COVENANTS OF GENESIS

7.1 Genesis covenants in favour of Forbairt that, during the period from the date hereof to the Effective Date, Genesis shall:

(a) **Conduct Business in the Ordinary Course.** Genesis will conduct its business and its operations and affairs only in the Ordinary Course, and Genesis will not, without the prior written consent of Forbairt, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of Genesis contained herein or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation;

(b) **Corporate Action.** Genesis will use its commercially reasonable efforts to take all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution, delivery and performance of this Agreement and the other agreements and documents contemplated hereby and to secure the approval of the Amalgamation, except to the extent that the board of directors has changed, modified or withdrawn its recommendation in accordance with the terms of this Agreement, and to cause all necessary meetings of directors and shareholders of Genesis to be held for such purpose. In particular, Genesis will convene and hold the Genesis Meeting for the purposes of approving this Agreement.

(c) **Regulatory Consents.** Genesis will use its commercially reasonable efforts to obtain, prior to the Amalgamation, from all appropriate Governmental Authorities, the Authorizations required as a condition of the lawful consummation of the transactions contemplated by this Agreement;

(d) **Contractual Consents**. Genesis will give any notices and use its commercially reasonable efforts to obtain any consents and approvals required under any

Contract to which Genesis is a party or by which it is bound to consummate the transactions contemplated hereby;

(e) **Preserve Goodwill.** Genesis will use its commercially reasonable efforts to preserve intact its business and the property, assets, operations and affairs of Genesis and to carry on its business and the affairs of Genesis in the Ordinary Course, and to promote and preserve for the goodwill of suppliers, customers and others having business relations with Genesis.

ARTICLE 8
PREPARATION OF FILINGS

8.1 Forbairt and Genesis shall use their respective commercially reasonable efforts to co-operate promptly in the preparation, seeking and obtaining of all circulars, filings, consents, regulatory approvals and other approvals and other matters in connection with this Agreement and the Amalgamation.

8.2 Each of Forbairt and Genesis:

(a) shall furnish to the other promptly all such information concerning it and its shareholders as may be reasonably required and, in the case of shareholders, as may be available to it, to effect the transactions contemplated by the Amalgamation;

(b) covenants that no information furnished by it, including information to the best of its knowledge concerning shareholders, in connection with such actions, including the disclosure to be included in the BC0941092 Information Circular, will contain any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in light of the circumstances in which it is furnished.

8.3 Each of Forbairt and Genesis shall promptly notify the other if at any time before the Effective Time it becomes aware that any disclosure concerning it in the BC0941092 Information Circular or any other document required to be filed in connection with the Amalgamation contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the BC0941092 Information Circular or any such application or other document. In any such event, Forbairt and Genesis shall, subject to the terms and conditions of this Agreement, co-operate in the preparation of an amendment or supplement to the BC0941092 Information Circular or such application or other document, as required, and if required, shall cause the same to be distributed to the shareholders of 0941092 B.C. Ltd or the Forbairt Shareholders, as applicable, and/or filed with the relevant regulatory authorities or other Governmental Authorities.

ARTICLE 9
CONDITIONS OF CLOSING

9.1 **Mutual Conditions Precedent**. The respective obligations of the parties hereto to consummate the transactions contemplated herein are subject to the satisfaction, on or before the Effective Date, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other or others of such conditions:

(a) evidence that Forbairt and Genesis have obtained all consents, approvals and authorizations (including, without limitation, all stock exchange, securities commission and other regulatory approvals) required or necessary in connection with the transactions contemplated herein on terms and conditions reasonably satisfactory to Forbairt and Genesis;

(b) a special resolution shall have been passed by the Forbairt Shareholders duly approving the Amalgamation in form and substance satisfactory to Forbairt and Genesis, each acting reasonably;

(c) a special resolution shall have been passed by the Genesis Shareholders approving the Amalgamation, in form and substance satisfactory to Forbairt and Genesis, each acting reasonably;

(d) the Amalgamation shall have been approved by the board of directors of Forbairt and Genesis, respectively, immediately prior to the Effective Date;

(e) there shall be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any court, department, commission, board, regulatory body, government or governmental authority or similar agency, domestic or foreign, that:

(i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transaction contemplated in this Agreement which are necessary to complete the Amalgamation; or

(ii) results in a judgment or assessment of material damage directly or indirectly relating to the transactions contemplated herein; or

(iii) which would have a Material Adverse Effect on the completion of the Amalgamation; and

(f) the CSE shall have conditionally approved the listing of the Amalco Shares.

9.2 **Conditions to Obligations of Genesis.** The obligation of Genesis to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) the review to the sole satisfaction of Genesis and its legal counsel and other representatives of the financial condition, business, properties, title, assets and affairs of Forbairt;

(b) no change having a Material Adverse Effect in the business, affairs, liabilities, financial condition, assets or results of operations of Forbairt shall have occurred between the date of the latest available financial statements and the Effective Date and Forbairt shall not be in breach of any Securities Laws;

(c) Genesis shall have received certified copies of the resolutions of the board of directors of Forbairt authorizing the execution, delivery and performance of Forbairt's obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of Forbairt;

(d) Genesis shall have received a certificate of good standing of Forbairt;

(e) the representations and warranties of Forbairt set forth in Article 4 are true and correct as of the Effective Date and Genesis shall have received a certificate of Forbairt addressed to Genesis and dated the Effective Date signed on behalf of Forbairt by a senior executive officer of Forbairt (on Forbairt's behalf and without personal liability) confirming the same as at the Effective Date;

(f) the covenants of Forbairt contained in Article 6 hereof shall have been complied with in all material respects and Genesis shall have received a certificate of Forbairt addressed to Genesis and dated the Effective Date signed on behalf of Forbairt by a senior executive officer of Forbairt (on Forbairt's behalf and without personal liability) confirming the same as at the Effective Date;

(g) Genesis shall have received copies of the Forbairt Financial Statements, such financial statements to be in form and substance satisfactory to Genesis; and

(h) Genesis shall have received a certificate of the Transfer Agent outlining the number of issued and outstanding Amalco Shares.

The conditions described above are for the exclusive benefit of Genesis and may be asserted by Genesis regardless of the circumstances, or may be waived by Genesis in its sole discretion, in whole or in part, at any time and from time to time prior to the Effective Time without prejudice to any other rights which Genesis may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Forbairt.

9.3 **Conditions to Obligations of Forbairt.** The obligation of Forbairt to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

(a) the review to the sole satisfaction of Forbairt and its legal counsel and other representatives of the financial condition, business, properties, title, assets and affairs of Genesis;

(b) no change having a Material Adverse Effect in the business, affairs, liabilities, financial condition, assets or results of operations of Genesis shall have occurred between the date of the latest available financial statements and the Effective Date;

(c) Forbairt shall have received certified copies of the resolutions of the board of directors of Genesis authorizing the execution, delivery and performance of Genesis's obligations under this Agreement and the transactions contemplated herein, and the incumbency of the officers of Genesis;

(d) Forbairt shall have received a certificate of good standing of Genesis;

(e) the representations and warranties of Genesis set forth in Article 5 are true and correct as of the Effective Date and Forbairt shall have received a certificate of Genesis addressed to Forbairt and dated the Effective Date signed on behalf of Genesis by a senior executive officer of Genesis (on Genesis's behalf and without personal liability) confirming the same as at the Effective Date;

(f) the covenants of Genesis contained in Article 7 hereof shall have been complied with in all material respects and Forbairt shall have received a certificate of Genesis addressed to Forbairt and dated the Effective Date signed on behalf of Genesis by a senior executive officer of Genesis (on Genesis's behalf and without personal liability) confirming the same as at the Effective Date; and

(g) Forbairt shall have received copies of the Genesis Financial Statements, such financial statements to be in form and substance satisfactory to Forbairt;

The conditions described above are for the exclusive benefit of Forbairt and may be asserted by Forbairt regardless of the circumstances, or may be waived by Forbairt in its sole discretion, in whole or in part, at any time and from time to time prior to the Effective Time without prejudice to any other rights which Forbairt may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of Genesis.

9.4 **Merger of Conditions.** Upon issuance of the certificate of amalgamation under the BCBCA by the Registrar in respect of the Amalgamation, all conditions set forth in this Article 9 shall be deemed to have been satisfied or waived.

ARTICLE 10
CONDUCT OF BUSINESS

10.1 Each of Forbairt and Genesis covenants and agrees that, during the period from the date of this Agreement until the earlier of: (i) the Closing; or (ii) the date that this Agreement

is terminated, unless the parties shall otherwise agree in writing, except as required by law or as otherwise expressly permitted or specifically contemplated by this Agreement:

(a) the business of each of Forbairt and Genesis shall be conducted only in, and Forbairt and Genesis shall not take any action except in, the usual and Ordinary Course of business and consistent with past practice, and Forbairt and Genesis shall use all commercially reasonable efforts to maintain and preserve their business organization, assets, officers and advantageous business relationships;

(b) each of Forbairt and Genesis shall not directly or indirectly do or permit to occur any of the following: (i) amend the Forbairt Governing Documents or Genesis Governing Documents except pursuant to this Agreement and the BC0941092 Information Circular; (ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares except pursuant to this Agreement and the transactions contemplated in the BC0941092 Information Circular; (iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any Forbairt Shares or Genesis Shares, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, Forbairt Shares or Genesis Shares, other than as set out in this Agreement and the BC0941092 Information Circular; (iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities; (v) split, combine or reclassify any of its shares except as set out in this Agreement and the BC0941092 Information Circular; (vi) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Forbairt or Genesis except pursuant to this Agreement and the transactions contemplated in the BC0941092 Information Circular; (vii) enter into or modify any contract, agreement, commitment or arrangement with respect to any of the foregoing, except as permitted above;

(c) each of Forbairt and Genesis has not, and shall not, other than as disclosed herein, without prior consultation with and the consent of the other party (such consent not to be unreasonably withheld), directly or indirectly do any of the following other than in the ordinary course of its business: (i) sell, pledge dispose of or encumber any assets; (ii) expend or commit to expend any capital expenditures; (iii) expend or commit to expend any amounts in excess of $50,000 with respect to any operating expenses; (iv) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment therein either by purchase of shares or securities, contributions of capital or property transfer; (v) acquire any assets; (vi) incur any indebtedness for borrowed money, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other individual or entity, or make any loans or advances other than set out in this Agreement; (vii) authorize, recommend or propose any release or relinquishment of any material contract right; (viii) waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing material

licence, lease, contract or other material document; or (ix) authorize or propose any of the foregoing, or enter into or modify any contract, agreement, commitment or arrangement to do any of the foregoing;

(d) neither of Forbairt and Genesis shall create any new Forbairt or Genesis officer obligations and, except for the payment of existing Forbairt and Genesis officer obligations, the parties shall not grant to any officer or director an increase in compensation in any form, grant any general salary increase, grant to any other employee any increase in compensation in any form or make any loan to any officer or director;

(e) neither of Forbairt and Genesis shall adopt or amend or make any contribution to any bonus, profit sharing, pension, retirement, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, trust, fund or arrangement for the benefit of employees;

(f) neither of Forbairt and Genesis shall take any action that would render, or may reasonably be expected to render, any representation or warranty made by it in this Agreement untrue in any material respect;

(g) neither of Forbairt and Genesis will disclose to any person, other than officers, directors and key employees and professional advisers, any confidential information relating to the other party except information required to be disclosed by law or otherwise known to the public;

(h) each of Forbairt and Genesis will solicit proxies to be voted at its shareholders meeting in favour of the Amalgamation, provide notice to the other party of the meeting and allow the other party's representatives to attend the meeting unless such meeting is prohibited by rules governing such meeting; and conduct the meeting in accordance with its articles and any instrument governing such meeting, as applicable, and as otherwise required by law;

(i) each of Forbairt and Genesis shall indemnify and save harmless the other party and the directors, officers and agents of the other party against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which the other party, or any director, officer or agent thereof, may be subject or which the other party, or any director, officer or agent thereof may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any misrepresentation or alleged misrepresentation in the BC0941092 Information Circular relating to any information provided by the other party for inclusion in such BC0941092 Information Circular, or any material in respect of the other party or its affiliates filed in compliance or intended compliance with Applicable Laws;

(j) each of Forbairt and Genesis will make available to the other party, and consents to the use of, Forbairt Financial Statements and Genesis Financial Statements, as the case may be, and other information of the party which may be required to be disclosed in the BC0941092 Information Circular or in other documents required under Applicable Laws and it will use its reasonable commercial best efforts to cause its auditors, to the extent required under Applicable Laws, to provide their consent to use of their report and use of their name in connection with any disclosure by the party of such Forbairt Financial Statements or Genesis Financial Statements, as the case may be, provided that each of Forbairt and Genesis agrees that it shall: (i) be liable to the other party for all losses, costs, damages and expenses whatsoever that the other party may suffer, sustain, pay or incur; and (ii) indemnify and save the other party and its officers and directors harmless form and against all claims, liabilities, actions, proceedings, demands, losses, costs, damages and expenses whatsoever which may be alleged against, threatened, brought against or suffered by the other party or its directors or officers as a result of the uses of the financial or other information provided under this section, provided that notwithstanding the foregoing: (A) the provisions of this section shall not release or diminish either party from any of its representations, warranties or covenants otherwise contained in this Agreement; and (B) the foregoing indemnity shall not apply to any financial or other information provided by one party to the other party that contained an untrue statement of a material fact or omitted to state a material fact that was required to be stated or that was necessary to make the Forbairt Financial Statements or Genesis Financial Statements, as the case may be, not misleading;

(k) following requisite shareholder approval, each of Forbairt and Genesis will endeavour to forthwith file the Amalgamation Application and the Articles of Amalgamation to effect the Amalgamation with the Registrar;

(l) except for proxies and other non-substantive communications with securityholders, each of Forbairt and Genesis will furnish promptly to the other party a copy of each notice, report, schedule or other document delivered, filed or received by the party in connection with the BC0941092 Meeting; any filings under Applicable Laws; and any dealings with regulatory agencies in connection with the transactions contemplated herein;

(m) each of Forbairt and Genesis will make other necessary filings and applications under applicable Canadian federal and provincial and U.S. laws and Regulations required to be made in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations; and

(n) each of Forbairt and Genesis will promptly advise the other party of the number of shares for which it has received notices of dissent or written objections to the transactions contemplated by this Agreement and will provide the other party with copies of such notices or written objections.

ARTICLE 11
MUTUAL COVENANTS

11.1 Forbairt and Genesis shall, as promptly as practicable hereafter, prepare and file any documents required under any Applicable Laws or any other applicable law relating to the Amalgamation and the transactions contemplated thereby.

11.2 Subject to the terms and conditions herein provided and to fiduciary obligations under applicable law as advised by counsel in writing, each of the parties hereto agrees to use all commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement and to co-operate with each other in connection with the foregoing, including using commercially reasonable efforts: (i) to obtain all necessary waivers, consents and approvals from other parties to material agreements, leases and other contracts (including, without limitation, the agreement of any persons as may be required pursuant to any agreement, arrangement or understanding relating to the party's operations); (ii) to obtain all necessary consents, approvals and authorizations as are required to be obtained under any federal, provincial or foreign law or regulations; (iii) to defend all lawsuits or other legal proceedings challenging this Agreement or the consummation of the transactions contemplated hereby; (iv) to cause to be lifted or rescinded any injunction or restraining order or other order adversely affecting the ability of the parties to consummate the transactions contemplated hereby; (v) to effect all necessary registrations and other filings and submissions of information requested by Governmental Authorities; and (vi) to fulfill other conditions and satisfy all provisions of this Agreement and the Amalgamation. For purposes of the foregoing, the obligation to use "commercially reasonable efforts" to obtain waivers, consents and approvals to loan agreements, leases and other contracts shall not include any obligation to agree to a materially adverse modification of the terms of such documents or to prepay or incur additional material obligations to such other parties.

ARTICLE 12
TERMINATION, AMENDMENT AND WAIVER

12.1 This Agreement may, prior to filing of the Amalgamation Application with the Registrar, be terminated by the board of directors of either Forbairt or Genesis, notwithstanding the approval by the Forbairt Shareholders or the Genesis Shareholders, if:

(a) the board of directors of the other party fails to recommend or withdraws, modifies or changes its approval or recommendation of this Agreement or the Amalgamation in a manner adverse to the other party;

(b) the resolution approving the Amalgamation, as contemplated herein, is not submitted for approval at the BC0941092 Meeting;

(c) if the Amalgamation is not approved by the Forbairt Shareholders or by the Genesis Shareholders at the Genesis Meeting;

(d) if a court of law in the Province of British Columbia, or any other court or Governmental Authority, has issued an order or taken any other action, in each case, which has become final and non-appealable and which restrains, enjoins or otherwise prohibits the Amalgamation;

(e) if either Forbairt or Genesis breaches in any material respect its obligations under this Agreement.

12.2 In the event of the termination of this Agreement as provided in this Article 12, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Forbairt or Genesis hereunder except those obligations that have accrued to such date. If this Agreement is terminated pursuant to any provisions of this Agreement, the parties shall return all materials and copies of all materials delivered to Forbairt or Genesis, as the case may be, or their agents.

12.3 This Agreement may be amended by mutual agreement between the parties hereto.

12.4 Each of Forbairt and Genesis may (i) extend the time for the performance of any of the obligations or other acts of the other, (ii) waive compliance with any of the other's agreements or the fulfillment of any conditions to its own obligations contained herein or (iii) waive inaccuracies in any of the other's representations or warranties contained herein or in any document delivered by the other party hereto, provided, however, that any such extension or waiver shall be valid only if set forth in an instrument of writing signed on behalf of such party.

ARTICLE 13
GENERAL PROVISIONS

13.1 All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by electronic communications, facsimile or prepaid courier to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

(a) if to Forbairt:

Forbairt Development Acquisition Corp.
500 – 900 West Hastings Street
Vancouver, British Columbia
V6C 1E5

Attention: Don Gordon
President
E-mail: dagcorp123@gmail.com

with a copy to:

Buttonwood Law Corporation
1984 Yonge Street
Toronto, Ontario M4S 1Z7

Attention: Mouane Sengsavang
E-mail: mouane@buttonwoodlaw.com

(b) if to Genesis:

Genesis Income Properties Inc.
1025 West Keith Road
North Vancouver, British Columbia
V7P 3C7

13.2 This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto shall be entitled to rely upon delivery of an executed facsimile copy of this Agreement and such facsimile copy shall be legally effective to create a valid and binding agreement among the parties hereto. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement is not performed in accordance with its specific terms or is otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the Province of British Columbia having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

13.3 Except as expressly permitted by the terms hereof, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties.

13.4 All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense, whether or not the Amalgamation is completed.

13.5 The representations and warranties of Forbairt and Genesis contained in this Agreement and any agreement, instrument, certificate or other document executed or delivered pursuant hereto will survive the execution of this Agreement and will continue in full force and effect until the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

13.6 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity

or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

13.7 This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument and all such counterparts, when taken together, shall constitute one agreement.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Forbairt and Genesis have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

FORBAIRT DEVELOPMENT ACQUISITION CORP.

Per: _____
Name:
Title

Per: _____
Name:
Title:

GENESIS INCOME PROPERTIES INC.

Per: _____
Name:
Title

Per: _____
Name:
Title:

SCHEDULE A

Articles of Amalgamation

SCHEDULE B

List of Outstanding Options and Warrants

SCHEDULE C

Financial Commitments

SCHEDULE D

Material Contracts

Forbairt Development Acquisition Corp.

Arrangement agreement between 0941092 B.C. Ltd., Acqua Export Acquisition Corp., Breosla Oil Acquisition Corp., Forbairt Development Acquisition Corp., Laidineach Investment Acquisition Corp., Saibhir Art Acquisition Corp., and Teaghlach Asset Acquisition Corp.

Amalgamation agreement between Forbairt Development Acquisition Corp. and Genesis Income Properties Inc.

Stock Option Plan

Genesis Income Properties Inc.

Amalgamation agreement between Forbairt Development Acquisition Corp. and Genesis Income Properties Inc.

SCHEDULE E

Forbairt Assets

Letter of Intent between BC0941092 and Genesis Income Properties Inc. dated April 2, 2014

SCHEDULE F

Genesis Properties

0941092 B.C. LTD.
500-900 West Hastings Street
Vancouver BC V6G 2Z6
September 9, 2012

April 2, 2014

Genesis Income Properties, Inc.
Suite 2300, 2850 Shaughnessy Street
Port Coquitlam, British Columbia
Canada V3C 6K5

PERSONAL & CONFIDENTIAL

Attention: Vid Wadhwani, Director

Dear Vid,

Re: Genesis Income Properties, Inc. (the "Company" or "Genesis") on the Canadian Securities Exchange

The purpose of this Letter of Intent (the "Letter") is to set forth certain non-binding understandings and certain binding obligations between 0941092 B.C. Ltd., ("092 B.C. Ltd. ") and Genesis and the shareholders of Genesis (the "Genesis Shareholders"), owners of 100% of the issued and outstanding capital stock of Genesis, with respect to a proposed Amalgamation. For purposes of this Letter, 092 B.C, Genesis, and the Genesis Shareholders are sometimes collectively referred to as "parties" and individually as a "party."

By executing this Letter of Intent, all parties confirm their mutual intention that they will proceed to the execution and delivery of a definitive agreement (the "Amalgamation Agreement").

The terms and conditions contained herein are non-binding except for section: Public Announcements, below and the binding terms also include agreement of the parties to deal exclusively, for the purpose of enabling 092 B.C. Ltd. to complete the proposed Amalgamation agreement until such time as notice and completion of the procedure to terminate negotiations on 10 business days' notice (see below) may occur, or the completion of the due diligence period and satisfaction of the conditions precedent.

A summary of the principal terms and conditions of the Amalgamation are as follows:

Structure: 092 B.C. Ltd. and Genesis will enter into the Amalgamation

	Agreement whereby the common shares of 092 B.C. Ltd. and the common shares and preferred shares of Genesis will be exchanged for the common shares and preferred shares of the Listing Applicant company that shall adopt the name of the private company or any new name chosen for the amalgamated company ("AMALCO") on the terms set out herein. It is intended that common shares of AMALCO will be listed on the Canadian Securities Exchange ("CSE").
Amalgamation and Consideration:	The Amalgamation will proceed on the basis that each 092 B.C. Ltd. shareholder will receive one common share of AMALCO for each five (5) shares of 092 B.C. Ltd. and the equivalent for any unexercised options, resulting in approximately 1,714,513 shares issued to 092 B.C. Ltd. shareholders, and each Genesis shareholder will receive one (1) common share of AMALCO for every one (1) share of Genesis issued at the time of amalgamation and the equivalent for any unexercised warrants and options, and or any other class of shares of Genesis.
Plan of Arrangement:	092 B.C. Ltd. has certain assets to be transferred immediately before the merger with Genesis and is entitled to do so as well as to assign this Letter to a subsidiary by Plan of Arrangement to be approved by shareholders in the circular approving the Amalgamation.
Genesis Active Business:	Genesis is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of B.C.
092 B.C. Ltd. :	092 B.C. Ltd. will maintain itself in good standing until completion of the Amalgamation.
Standstill:	092 B.C. Ltd. and Genesis shall exclusively negotiate in good faith towards the completion of the Amalgamation Agreement.
Conditions Precedent:	Execution of a definitive and final Amalgamation agreement between 092 B.C. Ltd. and Genesis.
Due Diligence:	All due diligence, acceptable to the parties, in their discretion, will be completed prior to the execution of the Amalgamation Agreement. Genesis further agrees to provide 092 B.C. Ltd. with such additional information as may be reasonably requested pertaining to Genesis's business and assets to the extent reasonably necessary to complete the Amalgamation Agreement.
092 B.C. Ltd. Obtaining Requisite Shareholder and	092 B.C. Ltd. has the right to assign this agreement to a subsidiary and to obtain any necessary regulatory, corporate and shareholder approval to the Amalgamation and plan of

Regulatory Approvals:	arrangement for the spinoff of assets of 092 B.C. to effectively "butterfly" 092 B.C. Ltd. into separate reporting issuers.
Absence of Material Litigation or Adverse Change:	There must be no pending or threatened material claims or litigation involving Genesis or AMALCO, and no "material adverse change" in the business of Genesis or AMALCO; "material adverse change" is defined as any amount greater than $10,000.
Fees and Expenses:	The expenses of the Plan of Arrangement up to and including final court approval of the Plan of Arrangement are for the account of 0941092 B.C. Ltd. after which the acquired company is responsible for expenses once Acquisition Co becomes reporting.
Board Representation:	The Board of Directors of AMALCO upon completion of the Amalgamation shall initially be composed of the current board of Genesis or its appointees, at Genesis's sole discretion.
Public Announcements:	Neither party shall disclose for any purpose whatsoever to any person (except agents or advisors) the existence or contents of this letter until required by relevant securities regulatory or stock exchange requirements or agreed to by both parties. The parties will keep confidential and not disclose to any third party (except counsel or advisors) confidential information provided by the other party without prior written consent of the other party.
DAG Consulting Corp.	Principals of 092 B.C. Ltd. operate as DAG Consulting Corp to oversee and manage the entire merger and listing process and procedure, separate from but in conjunction with legal counsel.
Closing Date:	Closing of the Amalgamation is anticipated to take place prior to June 20, 2014.
Termination	Until the date the Amalgamation Agreement is executed, either party may terminate this Letter by giving the other party at least ten (10) business days notice, provided that reasons for the cancellation are given and the party receiving notice retains exclusive rights of negotiation during the 10 business day period regarding the amendment of the Letter or the execution of a new letter of intent.

092 B.C. Ltd. hereby warrants that the directors of 092 B.C. Ltd. have approved the execution of this Letter and, subject to the conditions precedent and other conditions above, the completion of the Amalgamation. By your acceptance of this letter, you warrant that the directors of Genesis have approved the execution of this Letter.

If the foregoing is acceptable, kindly sign the copy of this Letter where indicated and return it to the undersigned.

Yours truly,

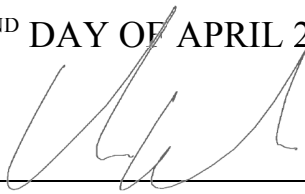
0941092 B.C. LTD.

THIS DAY OF April 2, 2014

Donald Gordon, Director

GENESIS INCOME PROPERTIES INC.

THIS 2ND DAY OF APRIL 2014.



Signature

Vid Wadhwani, Director

SCHEDULE “Q”

LETTER OF INTENT BETWEEN BC0941092 AND RTREES PRODUCERS LIMITED

0941092 B.C. LTD.
500-900 West Hastings Street
Vancouver BC V6G 2Z6

May 29, 2014

rTrees Producers Limited
2010 11th Avenue, 7th Floor
Regina, SK S4P 0J3, Canada

PERSONAL & CONFIDENTIAL

Attention: Andrew G. MacCorquodale, President & CEO

Gentlemen,

Re: Listing rTrees Producers Limited (the "Company" or "rTrees") on the Canadian Securities Exchange

The purpose of this Letter of Intent ("Letter") is to replace the Letter dated April 29, 2014 executed May 7, 2014 which set forth certain non-binding understandings and certain binding obligations between 0941092 B.C. Ltd., ("092 B.C. Ltd. ") and rTrees and the shareholders of rTrees (the " rTrees Shareholders"), owners of 100% of the issued and outstanding capital stock of rTrees, with respect to a proposed Amalgamation in which 092 B.C. Ltd. and rTrees will merge on a share basis as outlined herein. For purposes of this Letter, the issued and outstanding capital stock of rTrees shall be referred to as the "Shares" and 092 B.C, rTrees, and the rTrees Shareholders are sometimes collectively referred to as "parties" and individually as a "party."

By executing this Letter of Intent, all parties confirm their mutual intention that they will proceed to the execution and delivery of a definitive agreement (the Amalgamation Agreement").

The terms and conditions contained herein are non-binding except for section: Public Announcements, below and the binding terms include agreement of the Parties to deal exclusively, for the purpose of enabling 092 B.C. Ltd. to complete the proposed Amalgamation agreement until such time as notice and completion of the procedure to terminate negotiations on 10 days notice (see below) may occur, or the completion of the due diligence period and satisfaction of the conditions precedent.

A summary of the principal terms and conditions of the Amalgamation are as follows:

Structure: 092 B.C. Ltd. and rTrees will enter into a merger agreement or an Amalgamation agreement whereby the common shares of a subsidiary of 092 B.C. Ltd. and the common shares of rTrees

	will be exchanged for the common shares of the Listing Applicant company that shall adopt any new name chosen for the amalgamated company ("AMALCO") on the terms set out herein. It is intended that common shares of AMALCO will be listed on the Canadian Securities Exchange ("CSE").
Amalgamation and Consideration:	The issued share capital of 092 is 8,576,567 shares and the issued share capital of rTrees will be 43,666,667 shares at the time of amalgamation. The Amalgamation will proceed on the basis that each 092 B.C. Ltd. shareholder will receive one common share of AMALCO in respect of a multiple of shares of 092 B.C. Ltd. and the equivalent for any unexercised options, resulting in approximately 1,072,070 shares issued to 092 B.C. Ltd. shareholders, and each rTrees shareholder will receive one (1) common share of AMALCO for every one (1) share of rTrees issued at the time of amalgamation and the equivalent for any unexercised warrants and options, and or any other class of shares of rTrees.
Plan of Arrangement:	092 B.C. Ltd. has certain assets to be transferred immediately before the merger with rTrees and is entitled to do so as well as to assign this agreement to a subsidiary by Plan of Arrangement to be approved by shareholders in the circular approving the merger Amalgamation.
rTrees Active Business:	rTrees is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of Saskatchewan.
The Purchaser:	092 B.C. Ltd. will maintain itself in good standing until completion of the proposed Amalgamations.
Standstill:	092 B.C. Ltd. and rTrees shall exclusively negotiate in good faith towards the completion of the Amalgamation agreement which shall occur on or before June 15, 2014 failing which this agreement shall be extended in writing or be at an end.
Conditions Precedent:	Execution of a definitive and final Amalgamation agreement between 092 B.C. Ltd. and rTrees.
Due Diligence:	All due diligence, acceptable to the parties, in their discretion, to be completed prior to the execution of the Amalgamation Agreement. rTrees further agrees to provide 092 B.C. Ltd. with such additional information as may be reasonably requested pertaining to rTrees' business and assets to the extent reasonably necessary to complete the Definitive Agreement.
Purchaser Obtaining Requisite Shareholder	Acknowledgement of the right of 092 B.C. Ltd. to assign this agreement to a subsidiary and to obtain any necessary

and Regulatory Approvals:	regulatory, corporate and shareholder approval to the Amalgamation and plan of arrangement for the spinoff of assets of 092 B.C. into separate reporting issuers.
Absence of Material Litigation or Adverse Change:	There must be no pending or threatened material claims or litigation involving rTrees or AMALCO, and no "material adverse change" in the business of rTrees or AMALCO; "material adverse change" is defined as any amount greater than $10,000.
Completion of Adequate Financing:	The completion of adequate financing to qualify for listing on CSE is necessary for closing. Closing is subject to financing of 3,333,333 units of rTrees at a price of $0.15 per unit each unit consisting of one share and one share purchase warrant. Each warrant is exercisable into one further share for an execise term of one year at an exercise price of $0.25 per share. A second round of 4,000,000 shares to be completed at $0.30 per share.
Fees and Expenses:	The expenses of the Plan of Arrangement up to and including final court approval of the Plan of Arrangement are to be reimbursed to 092BC Ltd. in an amount not to exceed $100,000 from resources available to AMALCO. The rTrees amalgamation shall be approved and proceed concurrently with the Arrangement
Board Representation:	The Board of Directors of AMALCO upon completion of the Amalgamation shall initially be composed of the current board of rTrees or its appointees.
Public Announcements:	Neither party shall disclose for any purpose whatsoever to any person (except agents or advisors) the existence or contents of this letter until required by relevant securities regulatory or stock exchange requirements or agreed to by both parties. The parties will keep confidential and not disclose to any third party (except counsel or advisors) confidential information provided by the other party without prior written consent of the other party.
DAG Consulting Corp.	Principals of 092 B.C. Ltd. operate as DAG Consulting Corp to oversee and manage the entire merger and listing process and procedure, separate from but in conjunction with legal counsel. Regular consultation shall occur with rTrees and approvals required shall be obtained from rTrees in writing prior to proceeding. Any fees shall be included within the $100,000 above stated.
Closing Date:	Closing of a final Amalgamation between 092 B.C. Ltd. and

rTrees is anticipated prior to July 15, 2014.

Cancellation

Until the date a definitive acquisition or amalgamation agreement is entered into or the parties agree this agreement is binding either party may provide notice of cancellation of 10 business days as long as reasons for the cancellation are provided and the party receiving notice retains exclusive rights of negotiation for the 10 day period and has the right to amend or revise the offer within that period to renew the agreement and rescind the notice of cancellation.

092 B.C. Ltd. hereby warrants that the directors of 092 B.C. Ltd. have approved the execution of this Letter and, subject to the conditions precedent and other conditions above, the completion of the Amalgamation. By your acceptance of this letter, you warrant that the directors of rTrees have approved the execution of this letter.

If the foregoing is acceptable to you would you kindly sign the copy of this letter where indicated and return to the undersigned on or before 5:00 p.m. (Vancouver time), June 2, 2014 otherwise the offer to merge contained herein may forthwith terminate and be of no further force and effect.

Yours truly,

0941092 B.C. LTD.

THIS 2nd DAY OF JUNE 2014

Donald Gordon, Director

RTREES PRODUCERS LIMITED

THIS 2nd DAY OF JUNE 2014

Signature

Andrew G. MacCorquodale, President & CEO

Deal Worksheet

Variables

IPO Price/Share	$	0.30	Finders Fee		5%
IPO Shares Issued		4,000,000	Brokers Commission		10%
Presidents List Price/Share	$	0.15	Debt to be converted	$	550,000
Presidents List Shares Issued		3,333,333			

	Shares	Price/Share paid	Value @ $0.3/share	Cash "in bank"	Diluted Position
rTree Shareholders	40,000,000	$ -	$ 12,000,000	$ -	69.56%
Presidents List	3,333,333	$ 0.150	$ 1,000,000	$ 500,000	5.80%
Presidents List Warrants	3,333,333	$ 0.250	$ 1,000,000	$ 833,333	5.80%
Shell Company (outstanding)	628,204	$ -	$ 188,461	$ -	1.09%
Shell Company (rTrees controlled)	443,741	$ -	$ 133,122	$ -	0.77%
Shell Company Cost	1,500,000	$ -	$ 450,000	$ -	2.61%
Brokers Warrants	400,000	$ -	$ 120,000	$ -	0.70%
Public Offering	4,000,000	$ 0.300	$ 1,200,000	$ 1,200,000	6.96%
Debt Conversion - rTrees	3,666,667	$ -	$ 1,100,000		6.38%
Finders Fee (5%)	200,000	$ -	$ 60,000	$ -	0.35%

Valuation (no warrant exercise)	$	16,251,584
Total Outstanding Shares		54,171,945
Cash Raised	$	1,700,000
rTrees Diluted Position		81.4%
Dilution		18.6%

Valuation (full warrant exercise)	$	17,251,584
Total Outstanding Shares		57,505,278
Cash Raised	$	2,533,333
rTrees Diluted Position		76.7%
Dilution		23.3%

SCHEDULE “R”

LETTER OF INTENT BETWEEN BC0941092 AND ARTCONTENT PUBLISHING LTD.

0941092B.C Ltd.
2000-1500 West Georgia Street
Vancouver BC V6G 2Z6
December 11, 2012

May 1, 2013

ARTContent PUBLISHING LIMITED
3204-1077 West Cordova St.
Vancouver, BC V6C 2C2

Attention: **Frans Wynans,**

Dear **Frans,**

RE: ARTContent Publishing Limited (the "Company") ("ART")

Further to our Letter of Intent ("Letter") dated March 28, 2013 the purpose of this addendum to Letter is to clarify the assets of ART and share capital of the two companies under the amalgamation transaction.

0941092B.C. Ltd. ("092B.C") was created and became a public reporting issuer who's only asset consisted of an agreement dated June 1, 2011 originally with Greenfab Build Systems Ltd. which was assigned to its subsidiary 0922519BC. Ltd, and then assigned to 0941092B.C. Ltd. 092B.C Ltd. has maintained the public reporting company since approximately July 2012. 092B.C. Ltd.

ArtContent operates as General Partner to ArtContent Publishing Ltd. Limited Partnership and has an agreement with Frans WY nans to acquire approximately $1,000,000 of art inventory for shares of the Company at a deemed price of $.0233 per share pre-consolidation.

By executing this Letter of Intent, all parties confirm their mutual intention that they will proceed to the execution and delivery of a definitive agreement (the Amalgamation Agreement"). The parties agree that following the amalgamation it is their intention to consolidate the share capital of the Company as soon as practicable on the basis of 1 new share for 3 old shares.

The terms and conditions contained herein are non-binding except for section: Public Announcements, below and the binding terms include agreement of the Parties to deal exclusively, for the purpose of enabling 092B.C to complete the proposed Amalgamation agreement and satisfaction of the conditions precedent.

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A summary of the principal terms and conditions of the Amalgamation are as follows:

Structure:	092B.C and ART will enter into a merger agreement or an Amalgamation agreement whereby the common shares of 092B.C and the common shares of ART will be exchanged for the common shares ARTContent Publishing Limited ("AMALCO") on the terms set out herein. It is intended that common shares of AMALCO will be listed on the CNSX.
Amalgamation and Consideration:	The Amalgamation will proceed on the basis of a three-corner amalgamation such that 092B.C will issue shares to shareholders of ARTContent Publishing Limited such that approximately 2,000,000 will be issued to 092BC shareholders and shares issued to ArtContent will be on the basis on one share issued in Amalco for each one share of ArtContent.
ART Active Business:	ART is a privately held corporation duly incorporated and organized in accordance with the laws of the Province of B.C.
The Purchaser:	092B.C will maintain itself in good standing until completion of the proposed Amalgamations.
Standstill:	092B.C and ART shall exclusively negotiate in good faith towards the completion of the Amalgamation agreement.
Conditions Precedent:	Execution of a definitive and final Amalgamation agreement between 092B.C and ART.
Due Diligence:	All due diligence, acceptable to the parties, in their discretion, to be completed prior to the execution of the Amalgamation Agreement. ART further agrees to provide 092B.C with such additional information as may be reasonably requested pertaining to Art's business and assets to the extent reasonably necessary to complete the Definitive Agreement.
Purchaser Obtaining Requisite Shareholder and Regulatory Approvals:	Acknowledgement of the right of 092B.C to assign this agreement to a subsidiary and to obtain any necessary regulatory, corporate and shareholder approval to the Amalgamation to enable a three corner amalgamation without a shareholder meeting if needed.
Absence of Material Litigation or Adverse Change:	There must be no pending or threatened material claims or litigation involving ART or AMALCO, and no "material adverse change" in the business of ART or AMALCO; "material adverse change" is defined as any amount greater than $10,000.
Fees and Expenses:	ART will be responsible for expenses of all parties prior to the completion of the proposed Amalgamations including setup costs for the reporting issuer and spinoff of 092B.C

	assets as a reporting Issuer and will be responsible for the expenses related to the transaction including but not limited to legal counsel, accountants, transfer agent, CDS and consultants until such time as the Amalgamation is completed. Expenses included begin with payables on hand of 092B.C, and all costs are supported and budgeted for ART review.
Board Representation:	The Board of Directors of AMALCO upon completion of the Amalgamation shall initially be composed of the current board of ART or its appointees.
Public Announcements:	Neither party shall disclose for any purpose whatsoever to any person (except agents or advisors) the existence or contents of this letter until required by relevant securities regulatory or stock exchange requirements or agreed to by both parties. The parties will keep confidential and not disclose to any third party (except counsel or advisors) confidential information provided by the other party without prior written consent of the other party.
DAG Consulting Corp.	Principals of 092B.C operate as DAG Consulting Corp to oversee and manage the entire merger and listing process and procedure, separate from but in conjunction with legal counsel, which services will be contracted separately by ART.
Closing Date:	Closing of a final Amalgamation between 092B.C and ART is anticipated prior to May 30, 2013.
Cancellation	Until the date a definitive acquisition agreement is entered into or the parties agree this agreement is binding either party may provide notice of cancellation of 10 business days as long as reasons for the cancellation are provided and the party receiving notice retains exclusive rights of negotiation for the 10 day period and has the right to amend or revise the offer within that period to renew the agreement and rescind the notice of cancellation.

092B.C hereby warrants that the directors of 092B.C have approved the execution of this Letter and, subject to the conditions precedent and other conditions above, the completion of the Amalgamation. By your acceptance of this letter, you warrant that the directors of ART have approved the execution of this letter.

If the foregoing is acceptable to you would you kindly sign the copy of this letter where indicated and return to the undersigned on or before 5:00 p.m. (Vancouver time), May 2, 2013 otherwise the offer to merge contained herein may forthwith terminate and be of no further force and effect.

Yours Truly,

0941092B.C

THIS DAY OF MAY 1, 2013

Donald Gordon

ARTContent Publishing Limited

THIS DAY OF MAY 1, 2013.

Signature

FRANS WYNANS, CEO

Name of Director and/or Senior Officer

SCHEDULE “S”

LETTER OF INTENT BETWEEN BC0941092 AND NETWORK IMMUNOLOGY INC.

Letter of Intent

May 21th, 2014

BETWEEN:

Network Immunology Inc. (671699 BC Ltd.) of 3311 Quesnel Drive, Vancouver, BC V6S 1Z7 ("NII")

AND

0941092 BC Ltd. of # 500 - 900 West Hastings St. Vancouver, BC V6G 2Z6 ("094")

With respect to Listing NII on the Canadian Securities Exchange (the "CSE") through an amalgamation with 094.

This Letter of Intent (the "LOI") is further to the discussions between 094, its assignees or its subsidiaries and NII (each a "Party" and collectively the "Parties"). It is proposed that NII will acquire all of the shares of 094 and through a concurrent series of financings, list on the CSE in due course (the "Transaction").

The purpose of this LOI is to describe in broad terms, the basis upon which the parties are prepared to proceed with discussions relating to the Transaction by setting out certain non-binding provisions (the "Non-Binding Provisions") and binding provisions (the "Binding Provisions") between the Parties.

NON-BINDING TERMS

The Non-Binding Provisions of the LOI are intended only to outline the principal terms and conditions upon which the Parties will attempt to negotiate and complete the Transaction. These contemplated terms do not create nor do they constitute any legally binding obligations between the Parties, nor impose any liability on any one Party to another.

1) Definitive Agreement

The precise terms of the agreement between the Parties relating to the Transaction, will be contained in a definitive amalgamation agreement specifying terms for share exchange and financing to be prepared by the Parties' respective legal counsel (the "Definitive Agreement"). NII's counsel will be provided the standard BC Company Act Form for amalgamation agreement (the "Amalgamation Agreement") reflecting the terms of the LOI and will be responsible for preparing the initial draft of the Definitive Agreement. It is the intention of the Parties that the Definitive Agreement be based in all material respects on the terms described in the LOI. Except as otherwise provided herein, no Party will have any liability to any other Party if the Definitive Agreement is not prepared, authorized, executed or delivered for any reason. It is understood that 094

will undergo a plan of arrangement and the Amalgamation Agreement will be entered into between NII and a wholly owned subsidiary of 094 established for this transaction, named Teaglach Asset Acquisition Corp. ("Teaglach"). Teaglach and NII will amalgamate to form one company that will adopt the name of NII ("Amalco").

The Definitive Agreement will include representations and warranties of the Parties of a nature and type appropriate for transactions similar to the Transaction as contemplated herein. Such representations and warranties will include but not be limited to: each Party's power, authority and standing to engage in the Transaction; the absence of material pending or threatened litigation and liabilities (contingent or otherwise) affecting the business of any of the Parties; the accuracy of the financial statements of the Parties; the absence of any material change in the business or the financial condition of the Parties; the absence of any material default by the Parties under material contracts included in the respective business's; and the accuracy in all material respects of the information, contracts and other materials furnished by any of the Parties. The representations and warranties will survive for a period of two years after the closing of the Transaction, contemplated herein.

2) Transaction Structure

The Transaction will be implemented in the most effective manner by and for all Parties. The Transaction will be structured as an amalgamation (the "Amalgamation") and listing on the CSE (the "Listing") with concurrent financing as a key driver of the Amalgamation.

i) Parties agree to non-binding intent to amalgamate NII and 094 and concurrently pursue a Listing.

ii) Parties agree to the following terms and funding as conditions precedent for completing the Amalgamation and Listing:

- NII will execute a shareholder agreement such that its currently issued shares, options and warrants shall be pooled pro rata into eight equal tranches to be released for trading at the end each quarter with the first release occurring three months from the date of listing.

- NII will issue 3,000,000 units at a price of CDN $0.10 per unit for gross proceeds of $300,000 consisting of one common share and one full share purchase warrant ("Tranche One"). One full share purchase warrant shall be exercisable into one common share for a period of 24 months from the date of listing at the exercise price of $0.20.

- NII warrants that it currently owes approximately $300,000 in outstanding debt. NII must settle all of its debt by way of cash payment or conversion to units of NII on the same terms as those set out in the preceding paragraph.

- NII will issue between 3,750,000 and 5,000,000 units at a price of $0.20 per unit for gross proceeds of between $750,000 and $1,000.000 consisting of one common share and one half share purchase warrant ("Tranche Two"). Two half share purchase warrants shall be exercisable into one common share for a period of 24 months from the date of listing at the exercise price of $0.35.

- Based on information available to both Parties, completion of Tranche One and Tranche Two are anticipated to occur during the private segment of the Listing of NII and no later than June 30th, 2014.

- 094 warrants that the current number of issued shares in 094 as of the execution of the LOI is 8,576,567. The agreed amalgamation ratio between the Parties will result in the issuance of an estimated 2,500,000 shares in Amalco to the shareholders of 094.

- NII warrants that the current number of issued shares in NII as of the execution of the LOI is 17,964,195. Amalco will issue 17,964,195 shares in Amalco to current shareholders of NII and will issue additional shares in Almalco on a one-for-one basis pursuant to Tranche One, Tranche Two and the settlement of up to $300,000 in debt.

Key to the successful Amalgamation and Listing of NII on the CSE, is the participation of certain brokers in securing adequate and agreed upon financing for the Transaction. In consideration of funds raised. NII will agree to pay fees consistent with market rates for comparable transactions.

3) Board of Directors

The Board of Directors of NII consists of Geoffrey W. Hoffmann, PhD (Chairman), George Hoffmann (President), Sybille Muller, PhD, Jonathan Willmer, MD, FRCPC, John Hatton, PhD.

4) Exchange Requirements

The Parties acknowledge and confirm that the Transaction will be subject to CSE approval and that approval may be subject to the following requirements: 1) evidence the issuer resulting from the Transaction will satisfy the minimum listing requirements; 2) the receipt of audited and unaudited financial statements representing the financial condition of NII; and 3) evidence of the value being attributed to NII in connection with the Transaction by a means acceptable to the CSE. It is further acknowledged that the Principals of the Resulting Issuer (as such terms are defined in CSE policies) will be expected to comply with any applicable CSE policies.

5) Closing Conditions

The closing of the Transaction will be subject to certain conditions of closing in favour of each of the Parties, customary for a Transaction of this nature, all of which will be included in the Definitive Agreement, including without limitation:

(a) all requisite board, shareholder and Exchange approvals will have been obtained by 094 and Teaglach;
(b) all requisite board, shareholder or third party approvals will have been obtained by NII, including but not limited to all consents and approvals to enter into this Transaction;
(c) all requisite government and regulatory approvals of exemptions from and consents to the Transaction will have been obtained by the respective Parties and all waiting periods prescribed by law will have expired;
(d) obtaining satisfying sponsorship, or a waiver thereof, as may be required under the applicable policies of the CSE in connection with this Transaction;
(e) if necessary, completion of a series of private placements of common shares (units) and share purchase warrants as may be required to meet CSE minimum listing requirements and completion of the other steps described above;
(f) the only securities of NII that will be outstanding upon the completion of the Transaction, will be common shares, options and warrants to purchase common shares;
(g) all issued and outstanding NII shares will be free and clear of all encumbrances;
(h) Amalco Shares will be approved for listing on the CSE on a post-closing basis;
(i) no action or proceeding shall be pending or threatened by any person, company, firm, government authority, securities commission, regulatory body or agency to enjoin or prohibit the Transaction or suspend or stop trading of 094, other than temporary halts in trading as may be required under CSE policy;
(j) each of the Parties shall be satisfied with their respective diligence and investigations; and
(k) customary closing certificates and other usual closing documentation will have been delivered.

BINDING TERMS

In recognition of the specific costs to be borne by all of the Parties in pursuing the Transaction and in consideration of their respective undertakings as to the matters described in this LOI, the following BINDING PROVISIONS will be legally binding upon execution of this LOI.

6) Confidentiality

For the purposes of this LOI, "Confidential Information" means any information technical data, or know how concerning either Party, including, but not limited to. that which relates to research, products, services, customers, markets, business policies or practices, unrelated software, developments, inventions, processes, designs, drawings, engineering, marketing, business plans or finances, the terms of this LOI or any draft of the Definitive Agreement and the existence of ongoing discussions between the Parties. Each of the Parties covenant to each other that they will not at any time, other than in accordance with the terms of this LOI, disclose the Confidential Information of the other to any person or entity without the prior written approval of the disclosing Party, or use any such Confidential Information for any purpose, other than for the specific purpose of evaluating and negotiating the terms of the Transaction. Each Party shall maintain the confidential nature of the Confidential Information of the other in its possession by taking commercially reasonable steps to protect said information. None of the Parties will make any public announcement concerning the Transaction or related negotiations without the express consent of the other Party in writing, except as may be required by law. Where such an announcement is required by law, the Party required to make the announcement will inform the other Parties of the contents of the proposed announcement and will make reasonable efforts to obtain the other Parties approval for the announcement. The Parties acknowledge that 094 has certain disclosure requirements pursuant to CSE Exchange Policy 2.4 and applicable securities laws.

7) Expenses and Fees

Each Party shall pay its own expenses in respect to the negotiation, preparation and implementation of this LOI, except: 1) as may be agreed to in the Definitive Agreement, or 2) as are directly incurred in connection with and strictly necessary for the Transaction, including without limitation, all fees and expenses paid directly to the CSE, respective legal counsel, accountants and other advisors (the "Transaction Fees"). In the event the Transaction does not complete, the Transaction Fees shall be reimbursed to 094 in the amount not to exceed $100,000.

8) Due Diligence

094 and its duly authorized representatives will be entitled to make any investigations of the financial position of NII and its business, properties, assets, share capital and any other matters relating to the Transaction that 094 deems advisable so as to satisfy itself that the Transaction is in its best interests and that of its shareholders. NII and its duly authorized representatives will be entitled to make any investigation of the financial position of 094 and all the same conditions precedent listed above for 094 necessary to complete a thorough and satisfactory Due Diligence of 094 by NII.

9) Standstill

094 and NII agree that from the date of execution of the LOI until the earlier of 21 days or the execution of an Amalgamation Agreement (the "Standstill Period") they will not enter into or consider negotiations or discussions with any third party in respect of a

sale or merger in any manner whatsoever outside of the Transaction contemplated herein. The Standstill Period shall be extended by 21 days upon successful closing of Tranche One.

10) Termination

This LOI shall terminate under the following conditions:

(a) Upon mutual written agreement of 094 and NII; or
(b) Automatically at the end of the Standstill Period if the Definitive Agreement has not been entered into, or Tranche One and Tranche Two have not been successfully completed and funds transferred to NII for its sole use in the operation of its business.

The termination of this LOI will not affect the liability of a Party for breach of any of the Binding Provisions.

GENERAL TERMS

(a) No Party will be deemed to have waived the exercise of any right that it holds under this LOI unless the waiver is made in writing. No waiver made with respect to any instance involving the exercise of any right will be deemed to be a waiver with respect to any other instance involving the exercise of that right or with respect to any other right.
(b) This LOI may be executed in any number of counterparts, all of which taken together will be deemed to constitute one and the same instrument. Any Party delivering an executed counterpart by facsimile will also deliver a manually executed counterpart of this LOI.
(c) Each provision of this LOI is distinct and severable. If any provision of this LOI, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction by a court of competent jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality or enforceability of the remaining provisions of this LOI or the legality, validity and enforceability in any other jurisdiction.
(d) This LOI will be interpreted and enforced in accordance with the laws of the Province of British Columbia and the Federal laws of Canada applicable in that Province.

IN WITNESS WHEREOF, THE PARTIES HAVE SIGNED BELOW

NETWORK IMMUNOLOGY INC.

Per: _____

Name/Title
GEORGE HOFFMANN
PRESIDENT AND CEO

0941092 BC LTD

Per: _____

Name/Title Donald Gordon
CEO, Director

SCHEDULE “T”

LETTER OF INTENT BETWEEN BC0941092 AND EYE CANDI DESIGNS LTD.

EYECANDI FASHION LTD. AND 0941092B.C LTD.

CANADIAN AGENCY AND LICENSE AGREEMENT

This agreement made this 25th day of June 2014.

Agency and License Agreement

1. Parties:

This Agreement is between 0941092B.C Ltd., a British Columbia corporation whose registered office is 500 - 900 West Hastings St., Vancouver, BC. V6C 1E5, (hereinafter collectively referred to as "BC092 Ltd."), and EyeCandi Fashion Ltd.,DBA Eye Candi Designs Ltd. (hereinafter collectively referred to as "EyeCandi") whose principal address is EyeCandi Fashion Ltd.(hereinafter referred to as "EyeCandi").

2. Preamble

WHEREAS EyeCandi designs and markets unique menswear fashion apparel.;

WHEREAS BC092 Ltd. is a company that wishes to pursue additional marketing and sales agreements in order to maximize shareholder value;

WHEREAS EyeCandi desires to enter into this Agreement with BC092 Ltd. whereby BC092 Ltd. will develop the business and market the men's fashion apparel of EyeCandi, all in accordance with the terms and conditions of this Agreement; and

NOW THEREFORE in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

3. Term

This Agreement shall take effect Tuesday June 25, 2014 and remain in effect through June 15, 2017 but may be cancelled by either party on 10 days notice and subject to the performance provisions herein. This Agreement may be further extended upon mutual agreement between the parties.

4. Agreement:

EyeCandi hereby agrees to license the right to market, sell and/or otherwise distribute its fashion products in Canada. It is expressly understood that pursuant to this marketing license, EyeCandi will provide all infrastructure and customer support. To this extent, this agreement is a marketing and sales agreement only.

The terms of this agreement further provide that BC092 Ltd. will be entitled to a sales fee of 15% of all gross sales generated in Canada by BC092 Ltd., for the term of this agreement. EyeCandi grants this marketing agreement to BC092 Ltd., on an exclusive basis, subject to meeting annual pre-determined performance criterion comprised of achieving minimum gross annual revenue as follows:

Performance Date	Gross Revenue
June 15, 2015	$250,000
June 15, 2016	$450,000
June 15, 2017	$750,000

EYECANDI FASHION LTD. AND 0941092B.C LTD.

CANADIAN AGENCY AND LICENSE AGREEMENT

5. Consideration:

As noted above, EyeCandi shall pay to BC092 Ltd. or its agent or assigns a gross fee of 15% of all gross sales secured by BC092 Ltd., its agents or assigns. The fee shall be paid on a quarterly basis in cash within 30 calendar days of the end of each calendar quarter based on confirmed sales contracts in the quarter.

6. Marketing and Promotion:

BC092 Ltd. or its assignees shall have the right to promote and advertise EyeCandi services as it deems appropriate.

7. Examination of Books:

BC092 Ltd. or its assignees shall make available to EyeCandi within 30 days written notice, at its headquarters, the financial books related to payment of royalties hereunder.

8. Disputes:

Any dispute between the parties arising out of this Agreement which cannot be amicably settled shall be referred to arbitration upon written notice by either party to the other. The arbitration shall be governed by the laws of the Province of British Columbia. Any award rendered in arbitration shall be binding and conclusive upon the parties and shall not be subject to appeals or retrying by the court.

9. Assignment

This Agreement may not be assigned or transferred by BC092 Ltd. without the prior written consent of EyeCandi. In the event of an assignment or transfer of this Agreement by BC092 Ltd., the assignee or transferee shall be a party to this Agreement and shall acquire all obligations under this Agreement or otherwise imposed by law. For further clarification, BC092 Ltd. may assign any or all of its rights under this Agreement, provided that any assignee shall agree in writing with BC092 Ltd. to assume all obligations undertaken by BC092 Ltd. herein relating to the rights so assigned, and upon such assignment and assumption BC092 Ltd. shall be under no further obligation with respect to any matters so assigned.

This Agreement shall be governed by the laws of Province of British Columbia

10. FINAL AGREEMENT:

This Agreement is the entire, final and complete agreement of the parties and supersedes all written and oral agreements heretofore made or existing by and between the parties or their representatives.

EYECANDI FASHION LTD. AND 0941092B.C LTD.

CANADIAN AGENCY AND LICENSE AGREEMENT

IN WITNESS WHEREOF the parties hereto have executed and duly witnessed this Agreement as of the day and year written below.

EYECANDI FASHION LTD.

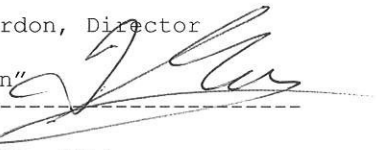
By: Domenic Minichiello, President, Director

"Domenic Minichiello"

Domenic Minichiello, President, CEO
Dated: June 25, 2014

0941092B.C LTD.

By: Donald Gordon, Director



"Donald Gordon"

Donald Gordon
Dated: June 25, 2014

SCHEDULE "U"

DIFFERENCES BETWEEN THE BCBCA AND THE *BUSINESS CORPORATIONS ACT (ONTARIO)*

The provisions of the OBCA dealing with shareholder rights and protections are generally comparable to those contained in the BCBCA. Shareholders of the corporation will not lose any significant rights or protection as a result of the continuance.

The following is a summary comparison of the provisions of the OBCA and the BCBCA which pertain to the rights of shareholders. This summary is not intended to be exhaustive and does not cover all of the differences between the OBCA and the BCBCA affecting corporations and their shareholders and is qualified in its entirety by the complete text of the relevant provisions of the BCBCA and the OBCA. Upon completion of the continuance, the rights of the shareholders of the corporation will also be subject to the articles and by-laws of the corporation, as set forth in further detail below. Shareholders should consult their legal advisors regarding all of the implications of the continuance.

Notwithstanding the alteration of shareholders' rights and obligations under the OBCA and the articles of incorporation and by-laws for the corporation, the corporation will still be bound by the rules and policies of the stock exchange on which the common shares of the corporation are listed and posted for trading, as well as the applicable securities legislation.

Charter Documents

Under the BCBCA, the charter documents consist of a "notice of articles", which sets forth the name of a company and the amount and type of authorized capital, and "articles" which govern the management of the company. The notice of articles is filed with the registrar of companies and the articles are filed only with the company's registered and records office.

Under the OBCA, a corporation has "articles", which set forth the name of the corporation and the amount and type of authorized capital, and "bylaws" which govern the management of the corporation. The articles are filed with the director under the OBCA and the bylaws are filed with the corporation's registered and records office.

Therefore, the current articles of the corporation, which are suitable for a company governed by the BCBCA but not for a corporation governed by the OBCA, will have to be changed to new bylaws that are suitable for an Ontario corporation. The repeal of the existing articles of the corporation has been approved by the directors, subject to the prior completion of the continuance. Upon the continuance becoming effective, the former articles of the corporation will be repealed and replaced with the articles of continuance of the corporation.

Sale of a Corporation's Undertaking

The OBCA requires approval of the holders of two-thirds of the shares of a corporation represented at a duly called meeting to approve a sale, lease or exchange of all or substantially all of the property of the corporation. Each share of the corporation carries the right to vote in respect of a sale, lease or exchange of all or substantially all of the property of the corporation whether or not it otherwise carries the right to

vote. Holders of shares of a class or series can vote separately only if that class or series is affected by the sale, lease or exchange in a manner different from the shares of another class or series.

Under the BCBCA, the directors of a company may dispose of all or substantially all of the business or undertaking of the company only if it is in the ordinary course of the company's business or with shareholder approval authorized by special resolution. Under the BCBCA, a special resolution requires the approval of a "special majority", which means the majority specified in a company's articles of at least two-thirds and not more than by three-quarters of the votes cast by those shareholders voting in person or by proxy at a general meeting of the company.

Amendments to the Charter Documents of a Corporation

Under the OBCA, substantive changes to the charter documents of a corporation require a resolution passed by not less than two-thirds of the votes cast by the shareholders voting on the resolution authorizing the alteration and, where certain specified rights of the holders of a class of shares are affected differently by the alteration than the rights of the holders of other classes of shares, a resolution passed by not less than two-thirds of the votes cast by the holders of all of the shares of a corporation, whether or not they carry the right to vote, and a special resolution of each such class, or series, as the case may be, even if such class or series is not otherwise entitled to vote. A resolution to amalgamate an OBCA corporation requires a special resolution passed by the holders of each class of shares or series of shares, whether or not such shares otherwise carry the right to vote, if such class or series of shares are affected differently.

Changes to the articles of a company under the BCBCA will be affected by the type of resolution specified in the articles of the company, which, for many alterations, including change of name or alterations to the articles, could provide for approval solely by a resolution of the directors. In the absence of anything in the articles, most corporate alterations will require a special resolution. Alteration of the special rights and restrictions attached to issued shares requires, in addition to any resolution provided for by the articles, consent by a special resolution of the holders of the class or series of shares affected. a proposed amalgamation or continuation of a company out of the jurisdiction requires a special resolution as described above.

Rights of Dissent and Appraisal

The BCBCA provides that shareholders, including beneficial holders, who dissent from certain actions being taken by a company, may exercise a right of dissent and require the company to purchase the shares held by such shareholder at the fair value of such shares. The dissent right is applicable where the company proposes to:

• alter the articles to alter restrictions on the powers of the company or on the business it is permitted to carry on;

• adopt an amalgamation agreement;

• approve an amalgamation under division 4 of part 9 of the BCBCA;

• approve an arrangement, the terms of which arrangement permit dissent;

• authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking; and

• authorize the continuation of the company into a jurisdiction other than British Columbia.

The OBCA contains a similar dissent remedy, although the procedure for exercising this remedy is different from that contained in the BCBCA.

Oppression Remedies

Under the OBCA, a shareholder, beneficial shareholder, former shareholder or beneficial shareholder, director, former director, officer, former officer of a corporation or any of its affiliates, or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy, and in the case of an offering corporation, the Ontario Securities Commission, may apply to a court for an order to rectify the matters complained of where in respect of a corporation or any of its affiliates, any act or omission of a corporation or its affiliates effects a result, the business or affairs of a corporation or its affiliates are or have been exercised in a manner that is oppressive or unfairly prejudicial to, or that unfairly disregards the interest of, any security holder, creditor, director or officer.

The oppression remedy under the BCBCA is similar to the remedy found in the OBCA, with a few differences. Under the OBCA, the applicant can complain not only about acts of the corporation and its directors but also acts of an affiliate of the corporation and the affiliate's directors, whereas under the BCBCA, the shareholder can only complain of oppressive conduct of the company. In addition, under the BCBCA the applicant must bring the application in a "timely manner", which is not required under the OBCA.

Shareholder Derivative Actions

Under the BCBCA, a shareholder, including a beneficial shareholder or a director of a company may, with leave of the court, bring an action in the name and on behalf of the company to enforce an obligation owed to the company that could be enforced by the company itself or to obtain damages for any breach of such an obligation. An applicant may also, with leave of the court, defend a legal proceeding brought against a company.

A broader right to bring a derivative action is contained in the OBCA and this right extends to officers, former shareholders, directors or officers of a corporation or its affiliates, and any person who, in the discretion of the court, is a proper person to make an application to court to bring a derivative action. In addition, the OBCA permits derivative actions to be commenced in the name and on behalf of a corporation or any of its subsidiaries.

Requisition of Meetings

The OBCA permits the holders of not less than 5% of the issued shares that carry the right to vote at a meeting sought to be held to require the directors to call and hold a meeting of the shareholders of the corporation for the purposes stated in the requisition. If the directors do not call a meeting within 21 days of receiving the requisition, any shareholder who signed the requisition may call the meeting.

The BCBCA provides that one or more shareholders of a company holding not less than 5% of the issued voting shares of the company may give notice to the directors requiring them to call and hold a general meeting which meeting must be held within 4 months.

Form of Proxy and Information Circular

The BCBCA requires a reporting company, such as the corporation, to provide with each notice of a general meeting a form of proxy for use by every shareholder entitled to vote at such meeting as well as an information circular containing prescribed information regarding the matters to be dealt with at the meeting.

The OBCA contains provisions which likewise require the mandatory solicitation of proxies and delivery of a management proxy circular.

Place of Meetings

The OBCA provides that meetings of shareholders may be held either inside or outside Ontario as the directors may determine.

The BCBCA requires all meetings of shareholders to be held in British Columbia unless a location outside British Columbia is provided for in the company's articles, approved by an ordinary resolution before the meeting or approved in writing by the registrar under the BCBCA.

Directors

The OBCA requires that at least 25% of a corporation's directors be resident Canadians.

The BCBCA provides that a public company must have at least three directors but does not have any residency requirements for a company's directors.

DIFFERENCES BETWEEN THE BCBCA AND THE *BUSINESS CORPORATIONS ACT (SASKATCHEWAN)*

The following is a summary of certain differences between the BCBCA and Notice of Articles and articles of incorporation, on the one hand, and the SBCA and the new articles and by-laws of the corporation, on the other hand. The following summary is not an exhaustive list of these differences, and is qualified in its entirety by reference to the BCBCA, the SBCA, the new by-laws and articles and the existing notice of articles and articles of incorporation. The existing notice of articles and articles of incorporation, as well as the new articles and bylaws of the corporation, will be: (i) available for viewing up to the date of the meeting at the registered office of the corporation at Suite 500-–900 West Hastings Street, Vancouver, British Columbia; (ii) mailed to any shareholder free of charge, upon request to the president of the corporation at the address for the corporation set forth on the first page of this Circular; and (iii) available for review at the meeting.

Constating Documents

Under the BCBCA, the constating documents of a company consist of a "notice of articles", which sets forth the name of the corporation and the amount and type of authorized capital, among other things, and

"articles", which govern the management of a company. The notice of articles is filed with the British Columbia Registrar of Companies and the articles are filed with the company's registered and records office. Under the SBCA, a company has "articles", which set forth the name of the company and the amount and type of authorized capital, the restrictions on share transfers (if any), the number of directors, and any restrictions on business. Under the SBCA, companies also have "by-laws" which govern the management of the company. The articles are filed with the Director of Corporations pursuant to the SBCA and the by-laws are filed with the company's registered and records office. Therefore, the current notice of articles and articles of the corporation, which are suitable for a company governed by the BCBCA and not for a company governed by the SBCA, will have to be changed to constating documents that are suitable for a Saskatchewan company. Upon the continuance becoming effective, the former notice of articles and articles of the company will be repealed and replaced with the articles of continuance and by-laws.

If shareholders approve the continuance, the articles and by-laws under the SBCA will provide for authorized capital consisting of an unlimited number of common shares without par value which is the same as the corporation's current authorized capital under the BCBCA.

Ability to Set Necessary Levels of Shareholder Consent

Under the BCBCA, a company, in its articles, can establish levels for various shareholder approvals (other than those prescribed by the BCBCA). The percentage of votes required for a "special resolution" can be specified in the articles and may be no less than 2/3 and no more than 3/4 of the votes cast. The SBCA does not provide for flexibility on shareholder approvals, which are either ordinary resolutions passed by a majority of the votes cast or, where specified in the SBCA, special resolutions, which must be passed by 2/3 of the votes cast.

Amendments to Constating Documents

The SBCA requires a special resolution passed by a majority of not less than two-thirds of the votes of shareholders cast on the resolution to make fundamental changes to a company's articles, while changes to a company's by-laws require only a resolution of the directors.

Under the BCBCA, if a company's articles do not specify the type of resolution, any substantive change to the corporate charter of a company, such as an alteration of the restrictions, if any, on the business carried on by a corporation, or certain changes to the authorized capital of a company, requires a special resolution passed by the majority of votes that the articles of the company specify is required or, if the articles do not contain such a provision, a special resolution passed by at least two-thirds of the votes cast on the resolution. Other fundamental changes such as a proposed amalgamation or continuance of a company out of the jurisdiction require a similar special resolution passed by holders of each class entitled to vote at a general meeting of the company and the holders of all classes of shares adversely affected by an alteration of special rights and restrictions.

The new articles that will be adopted if the continuance is completed will allow the board to make certain alterations to the company's authorized share structure by way of directors' resolution as opposed to the corporation having to incur the additional costs of obtaining shareholder approval.

Directors

The SBCA and the BCBCA both provide that a company that is a public company, such as the corporation, must have a minimum of three directors. Under the SBCA, at least two of such directors must not be officers or employees of the company or its affiliates, and at least 25% of the directors must be resident Canadians, but if a company has fewer than four directors, at least one director must be a resident Canadian. By contrast, there are no residency requirements for directors of a company governed by the BCBCA.

Shareholder Proposals

A shareholder of a company incorporated under the SBCA who is entitled to vote at an annual meeting of shareholders may submit notice of any matter related to the business or affairs of the company that such person proposes to raise at a meeting of shareholders (referred to as a "proposal"). Any such proposal must be submitted to the company at least 90 days before the anniversary date of the previous annual meeting of shareholders and comply with the other applicable provisions of the SBCA.

Under the BCBCA, a person submitting a proposal under the BCBCA must own at least one voting share and must have held at least one voting share for an uninterrupted period of at least two years before the date of signing the proposal. In addition, the proposal requires the signature of shareholders who, together with the submitting shareholder, are registered or beneficial owners of shares that, in the aggregate: (a) constitute at least 1% of the issued shares of the company that carry the right to vote at general meetings; or (b) have a fair market value exceeding $2,000. Any such proposal must be received at the registered office of the company at least three months before the anniversary of the previous year's annual reference date and comply with the other applicable provisions of the BCBCA.

Sale of Company's Undertaking or Property

Under the BCBCA, a company may sell, lease or otherwise dispose of all or substantially all of the undertaking of the company only if it does so in the ordinary course of its business or if it has been authorized to do so by a special resolution. The BCBCA does not specify whether holders of shares that do not otherwise carry a right to vote may vote on any proposed sale, lease or disposition of all or substantially all of the undertaking of a company.

Under the SBCA, a company may sell, lease or exchange all or substantially all of the property of the company other than in the ordinary course of business only if it has been authorized by a special resolution. Each share of the company carries the right to vote in respect of the sale, lease or exchange, whether or not such share otherwise carries the right to vote and, where a class or series of shares is affected by the sale, lease or exchange in a manner different from another class or series, the holders of shares of that affected c

Rights of Dissent and Appraisal

The SBCA provides that shareholders who dissent to certain actions being taken by a company may exercise a right of dissent and require the company to purchase the shares held by such shareholders at the fair value of such shares. This dissent right is available where a company proposes to: (a) amend its articles to add, change or remove any provision restricting or constraining the issue or transfer of any class of shares; (b) amend its articles to add, change or remove any restrictions on business or businesses

that the company may carry on; (c) enter into certain statutory amalgamations; (d) continue out of the jurisdiction; or (e) sell, lease or exchange all or substantially all of its property.

The BCBCA provides a similar dissent remedy, although the procedure for exercising this remedy differs from that set forth in the SBCA and some of the circumstances in which the right to dissent arises are different.

Oppression Remedies

Pursuant to section 227 of the BCBCA, a shareholder (which term includes any person whom the court considers to be an appropriate person to make an application under section 227) of a company has the right to apply to the court for an order under section 227 on the grounds that the affairs of the company are being or have been conducted, or that the powers of the directors are being exercised, in a manner oppressive to one or more of the shareholders, or that some act of the company has been done or is threatened, or that some resolution of the shareholders or of the shareholders holding shares of a class or series of shares has been passed or is proposed, that is unfairly prejudicial to one or more shareholders. In response to such an application, the court may make such order as it considers appropriate, including an order to direct or prohibit any act proposed by the company.

Under the SBCA, a shareholder, former shareholder, director, former director, officer or former officer or any other person who, in the discretion of a court, is a proper person to seek an oppression remedy, may apply to a court for an order the court thinks fit to rectify the matters complained of where, in respect of a company or any of its affiliates, any act or omission effects a result, or the business or affairs are or have been carried on or conducted in a manner, or the powers of the directors are or have been exercised in a manner, that is oppressive or unfairly prejudicial to, or that unfairly disregards the interest of, any securityholder, creditor, director or officer.

Shareholder Derivative Actions

Pursuant to Section 232 of the BCBCA, a shareholder (which term includes any person whom the court considers to be an appropriate person to make an application under Section 232 of the BCBCA) or director of a company may, with leave of the court, and after having made reasonable efforts to cause the directors of the company to prosecute a legal proceeding, prosecute such proceeding in the name of and on behalf of the company to enforce a right, duty or obligation owed to the company that could be enforced by the company itself or to obtain damages for any breach of such right, duty or obligation.

There is a similar right of a shareholder or director, with leave of the court, and in the name and on behalf of the company, to defend a legal proceeding brought against the company.

The SBCA contains similar provisions for derivative actions but the list of persons having the right to bring such an action explicitly also includes former shareholders, former directors, officers, former officers and any person who, in the discretion of the court, is a proper person to make an application to the court to bring a derivative action. Also, the SBCA permits a complainant to commence an action in the name of a subsidiary of the company.

Place of Shareholder Meetings

The SBCA provides that meetings of shareholders must be held in Saskatchewan, unless all the shareholders entitled to vote at that meeting agree otherwise or unless the articles provide that meetings of shareholders may be held outside Saskatchewan. Under the BCBCA, meetings may be held outside British Columbia if: (i) the location is provided for in the articles; (ii) the articles do not restrict the company from approving a location outside British Columbia and the location is approved by the resolution required by the articles for that purpose, if any, or otherwise by ordinary resolution; or (iii) the location of the meeting is approved in writing by the British Columbia Registrar of Companies before the meeting is held.

Quorum for Shareholders' Meetings

Under the current articles, a quorum is two persons present in person, or represented by proxy, and holding not less than five percent (5%) of the common shares. The proposed new articles and by-laws will provide that quorum will consist of two persons present in person, or represented by proxy, and holding not less than five percent (5%) of the common shares.