

## SECOND AMENDING AGREEMENT

**THIS SECOND AMENDING AGREEMENT** is made effective as of December 20, 2022.

**BETWEEN:**

**1319275 B.C. LTD.**, a company incorporated under the laws of the Province of British Columbia, Canada

("131")

**AND:**

**CRITICAL INFRASTRUCTURE TECHNOLOGIES PTY LTD.**, a company existing pursuant to the laws of Australia

("CITP")

**AND:**

**ALL OF THE SECURITYHOLDERS OF CITP**, as listed in Schedule A to the Share Purchase Agreement or who have executed a Target Accession Agreement in the form attached as Schedule C to the Share Purchase Agreement

(the "**Vendors**")

**WHEREAS:**

- A. 131, CITP and the Vendors entered into a share purchase agreement dated December 14, 2021, as amended by an amending agreement dated July 20, 2022 (together, the "**Share Purchase Agreement**"), with respect to the purchase and sale of all of the issued and outstanding shares of CITP by 131;
- B. pursuant to Section 9.1(a) of the Share Purchase Agreement, Brenton Scott, as the Vendors' Closing Representative, is granted the full power and authority in each Vendor's name for the purpose of, *inter alia*, executing and delivering any amendment to the Share Purchase Agreement on behalf of the Vendors, and
- C. the parties hereto now wish to amend the Share Purchase Agreement as set forth herein.

**NOW THEREFORE** in consideration of the mutual agreements herein contained and the sum of One (\$1.00) Dollar paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) and other good and valuable consideration, the parties hereto agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings set out in the Share Purchase Agreement.
2. Subject to the amendments set forth herein, the Share Purchase Agreement is hereby confirmed to be in full force and effect.

3. Section 2.4(a)(ii) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
  - (ii) if the Closing does not occur on or before March 31, 2023, provided the terminating party is not the cause of the delay.
4. Where terms and conditions of this Amending Agreement differ from or are inconsistent with the terms and conditions of the Share Purchase Agreement, the terms and conditions of this Amending Agreement shall supersede.
5. This Amending Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The parties hereto irrevocably attorn to the exclusive jurisdictions of the courts of the Province of British Columbia in respect of this Amending Agreement.
6. This Amending Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Amending Agreement by electronic means, including, without limitation, by facsimile transmission or by electronic delivery in portable document format (".pdf") or tagged image file format (".tif"), shall be equally effective as delivery of a manually executed counterpart hereof.

*[Remainder of page intentionally left blank.]*

**IN WITNESS HEREOF** the parties hereto have entered into this Amending Agreement as of the date first written above.

**1319275 B.C. LTD.**

**Per:** *"Faramarz Haddadi"*

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Name: Faramarz Haddadi  
Title: CEO, Director

**CRITICAL INFRASTRUCTURE TECHNOLOGIES  
PTY LTD.**

**Per:** *"Brenton Scott"*

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Name: Brenton Scott  
Title: Director

*"Brenton Scott"*

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**BRENTON SCOTT**, as the Vendors' Closing  
Representative