

ACKNOWLEDGEMENT, WAIVER AND AMENDING AGREEMENT

THIS ACKNOWLEDGEMENT, WAIVER AND AMENDING AGREEMENT made effective as of July 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 (as defined below)

(the "**Vendors**")

WHEREAS:

- A. 131, CITP and the Vendors entered into a share purchase agreement dated December 14, 2021 (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 2.2(a) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

(a) to the Vendors, other than Target Financing Vendors in respect of Target Shares acquired by them under the Target Financing, pro rata in accordance with the number of Vendors' Shares held by each Vendor immediately prior to Closing, including Target Shares issued on conversion of Convertible Debt but excluding the Target Shares acquired by under the Target Financing, by the issuance of 37,685,722 Compensation Shares at a deemed price per Compensation Share of \$0.30 all in accordance with Schedule "A" hereto; and
4. Schedule A of the Share Purchase Agreement is deleted in its entirety and replaced with Appendix I attached hereto.
5. Schedule B of the Share Purchase Agreement is deleted in its entirety and replaced with Appendix II attached hereto.
6. Schedule C of the Share Purchase Agreement is deleted in its entirety and replaced with Appendix III attached hereto.
7. Pursuant to Section 6.4 of the Share Purchase Agreement, 131 agrees not to issue any securities, or reach an agreement or understanding with any other party to issue any securities of 131 from the date of the Share Purchase Agreement until the Closing Date without the prior written consent of CITP. Notwithstanding the date of this Amending Agreement, CITP acknowledges, approves and consents to the following transactions of 131 since the date of the Share Purchase Agreement:
 - (a) 131 entered into an investment and advisory agreement dated April 30, 2022, with Alke Capital Limited ("**Alke**"), whereby 131 issued to Alke an aggregate of 4,550,000 Purchaser Shares and 5,673,902 common share purchase warrants of 131, each exercisable at a price of \$0.30 per share until April 30, 2025; and
 - (b) 131 granted to certain directors and officers of 131 an aggregate of 300,000 stock options of 131, each exercisable at a price of \$0.24 until May 20, 2027 to acquire one Purchaser Share.
8. 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.
9. 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.
10. 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"
Name: Faramarz Haddadi
Title: CEO, Director

**CRITICAL INFRASTRUCTURE TECHNOLOGIES
PTY LTD.**

Per: "Brenton Scott"
Name: Brenton Scott
Title: CEO, Director

"Brenton Scott"
BRENTON SCOTT, as the Vendors' Closing
Representative

**APPENDIX I
AMENDMENT TO SHARE PURCHASE AGREEMENT**

**SCHEDULE A
VENDORS**

NAME	ADDRESS / EMAIL / PHONE NUMBER	NUMBER OF TARGET SHARES HELD	NUMBER OF COMPENSATION SHARES TO BE ISSUED
Current Holders of Target Shares			
BT 2000 Capital Pty Ltd <The Scott Family Superannuation Fund>	[Redacted]	36,266	12,585,282
23 XI Pty Ltd <JJC Consulting Services Trust>	[Redacted]	19,528	6,931,412
RE Hughes & Associates Pty Ltd <D & A Super Fund>	[Redacted]	14,906	5,172,785
RE Hughes & Associates Pty Ltd <The Hill Investment Trust>	[Redacted]	6,389	2,217,156
Neil Carter	[Redacted]	2,331	808,920
Rodney Glen Louden	[Redacted]	852	295,668
M & M Gouws Pty Ltd	[Redacted]	852	295,668
Nevixa Pty Ltd	[Redacted]	852	295,667
John S Jacob	[Redacted]	426	147,833
Rodney Glen Louden	[Redacted]	284	98,555
M & M Gouws Pty Ltd	[Redacted]	284	98,555
Amy Jones	[Redacted]	284	98,556
23 XI Pty Ltd <JJC Unit Trust>	[Redacted]	1,927	668,722
Late Afternoon Investments Pty Ltd	[Redacted]	3,733	1,295,452
G & G Capital Pty Ltd <Moll Family Trust>	[Redacted]	3,351	1,162,888
Mancot Equities Pty Ltd <Miss Molly Family Trust>	[Redacted]	2,489	863,750
PUG Communications Limited	[Redacted]	3,557	1,234,375
Malbec Pte Ltd	[Redacted]	1,689	586,130
SUBTOTAL:		100,000	34,857,374

NAME	ADDRESS / EMAIL / PHONE NUMBER	NUMBER OF TARGET SHARES TO BE ISSUED ON CONVERSION OF CONVERTIBLE DEBT	NUMBER OF COMPENSATION SHARES TO BE ISSUED
CONVERTIBLE NOTE HOLDERS			
Peter J & Melanie Louden	[Redacted]	1,987	643,245
Kirsty and Michael Dolny	[Redacted]	1,586	513,200
Rodney Louden and Roslyn Cadee	[Redacted]	478	154,762
Chaleyey Holdings Pty Ltd	[Redacted]	800	258,635
Filmrim Pty Ltd	[Redacted]	320	103,455
Debo Pty Ltd	[Redacted]	240	77,575
Ronald Bowen and Karen Bowen	[Redacted]	240	77,559
Philip and Judith Anderson	[Redacted]	3,090	999,917
SUBTOTAL:		8,741	2,828,348

APPENDIX II
AMENDMENT TO SHARE PURCHASE AGREEMENT

SCHEDULE B
PERFORMANCE SHARES

NAME	ADDRESS / EMAIL / PHONE NUMBER	NUMBER OF PERFORMANCE SHARES	MILESTONE
BT 2000 Capital Pty Ltd <The Scott Family Superannuation Fund> Beneficiary A/C: Brenton Scott	[Redacted]	5,284,018	1
		5,284,018	2
		5,284,018	3
		5,284,018	4
		5,284,018	5
RE Hughes & Associates Pty Ltd <D & A Super Fund> Beneficiary A/C: Andrew Hill	[Redacted]	1,839,798	1
		1,839,798	2
		1,839,798	3
		1,839,798	4
		1,839,798	5
TOTAL:		35,619,080	

Milestones:

1. Achieving 10 outright sales equating to \$6,000,000 in revenue or 10 lease contracts for a minimum of 36 months at \$20,000 per month by no later than September 30, 2023.
2. Achieving 25 outright sales equating to \$15,000,000 in revenue or 25 lease contracts for a minimum of 36 months at \$20,000 per month by no later than March 31, 2024.
3. Achieving 50 outright sales equating to \$30,000,000 in revenue or 50 lease contracts for a minimum of 36 months at \$20,000 per month by no later than September 30, 2024.
4. Achieving 80 outright sales equating to \$48,000,000 in revenue or 80 lease contracts for a minimum of 36 months at \$20,000 per month by no later than September 30, 2025.
5. Achieving 100 outright sales equating to \$60,000,000 in revenue or 100 lease contracts for a minimum of 36 months at \$20,000 per month by no later than September 30, 2026.

APPENDIX III
AMENDMENT TO ACCESSION AGREEMENT

SCHEDULE C
ACCESSION AGREEMENT

TO: ALL PARTIES WHO ARE NOW OR BECOME PARTY TO THE SHARE PURCHASE AGREEMENT DATED DECEMBER 14, 2021, AS AMENDED FROM TIME TO TIME, TO WHICH THIS ACCESSION AGREEMENT IS ATTACHED AS SCHEDULE C (THE "SPA").

BY: _____ (the "New Vendor")

DATED: _____

WHEREAS:

- A. pursuant to the SPA, each of the securityholders of Critical Infrastructure Technologies Pty Ltd. (the "**Target**") have agreed to sell its interests in the Target to 1319275 B.C. Ltd. (the "**Purchaser**");
- B. pursuant to the SPA, the Target is permitted to complete an offering (the "**Offering**") of Target Shares to certain purchasers who execute a copy of this accession agreement (this "**Accession Agreement**") and agree to sell the Target Shares acquired pursuant to the Offering to the Purchaser at the Closing Time; and
- C. having received and reviewed a copy of the SPA (including all amendments to the SPA), the New Vendor wishes to participate in the Offering and sell the Target Shares acquired under the Offering to the Purchaser pursuant to the terms of the SPA.

IN CONSIDERATION OF the Target permitting the New Vendor to participate in the Offering and for other good and valuable consideration, the New Vendor agrees as follows:

1. Defined Terms

Capitalized terms used but not defined in this Accession Agreement have the meanings given to those terms in the SPA.

2. Agreement to be Bound

2.1 The New Vendor agrees to be bound by all the applicable terms and restrictions provided for in the SPA in the same manner as if the New Vendor was a Vendor under the SPA which had duly executed and delivered the SPA, other than as specifically contemplated in the SPA with respect to the purchase of Target Shares held by the New Vendor by the Purchaser under Section 2.2(b) of the SPA instead of Section 2.2(a) of the SPA.

2.2 The New Vendor's residential (if the New Vendor is a natural person) or head office address (if the Vendor is not a natural person) is as follows:

2.3 The provisions of the SPA with respect to governing law, submission to jurisdiction, severability, counterparts and facsimile signatures also apply to this Accession Agreement. The New Vendor acknowledges that they have been provided with a complete copy of the SPA and have been afforded the opportunity to ask questions regarding the Offering, the SPA and the transactions contemplated thereby, and the Purchaser, before executing this Accession Agreement.

The New Vendor has caused this Accession Agreement to be executed as of the date above.

If the New Vendor is natural person:

SIGNED AND DELIVERED in the presence of:)

)

) Print Name of New Vendor

)

Witness)

(print name below and sign on line above))

) Signature of New Vendor

Address of Witness:)

)

)

)

)

If the New Vendor is not a natural person:

[INSERT NAME OF NEW VENDOR]

by its authorized signatory

Name:

Title: