

### THIRD AMENDING AGREEMENT

**THIS THIRD AMENDING AGREEMENT** is made effective as of January 13, 2023.

**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, as amended by an amending agreement dated July 20, 2022, and December 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 1.1(III) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

- (III) **"Target Financing"** means the offering of Target Shares at prices of between A\$48.55 and A\$77.64 per share for aggregate gross proceeds of up to A\$2,000,000 to be completed by the Target by no later than the Target Financing Outside Date.
4. Section 1.1(mmm) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
- (mmm) **"Target Financing Outside Date"** means November 30, 2022, or such other date as the Vendors' Closing Representative and the Purchaser may mutually agree upon in writing.
5. Section 1.2(e) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
- (e) all references to dollars or \$ currency in this Agreement are to lawful money of Canada and all references to Australian dollars or A\$ in this Agreement are to lawful money of Australia;
6. Section 2.2(b) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
- (b) to each Target Financing Vendor in respect of Target Shares acquired by them under the Target Financing, such number of Compensation Shares as is equal to the aggregate purchase price of Vendor Shares acquired by each Target Financing Vendor in the Target Financing converted into Canadian funds using the Bank of Canada monthly exchange rate for the month of November, 2021, if applicable, and divided by
- (i) \$0.15 with respect to those Target Shares issued at a price of A\$48.55 per share, subject to a maximum of 3,000,000 Compensation Shares,
- (ii) \$0.21 with respect to those Target Shares issued at a price of A\$67.94 per share, subject to a maximum of 5,000,000 Compensation Shares; and
- (iii) \$0.24 with respect to those Target Shares issued at prices of A\$77.64 per share, subject to a maximum of 5,000,000 Compensation Shares;
7. Section 2.3(a)(vi) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:
- (vi) the Purchaser shall have received clearance from the British Columbia Securities Commission to file a final long form prospectus (a **"Prospectus"**);
8. The reference to "*Section (ii)*" in Section 2.3(b)(ii) of the Share Purchase Agreement is replaced with a reference to "*Section 2.2(b)*".
9. 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 January 27, 2023, provided the terminating party is not the cause of the delay.

10. Section 6.6(a) of the Share Purchase Agreement is deleted in its entirety and replaced with the following:

- (a) Concurrent with Closing, the Purchaser shall also engage the following parties as consultants of the Purchaser and in connection with such engagement shall issue Performance Warrants to each of them as follows:

<b>Recipient</b>	<b>Number of Performance Warrants</b>
Actium Corporate Finance Pty Ltd	555,801
Late Afternoon Investments Pty Ltd	867,049
G & G Capital Pty Ltd	778,121
Mancot Equities Pty Ltd	578,033
Malbec Pte Ltd	490,412
<b>TOTAL:</b>	<b>3,269,416</b>

The Performance Warrants will vest and be exercisable in accordance with the following schedule:

<b>Release Date</b>	<b>Performance Warrants Exercisable</b>
12 month anniversary of the Closing Date	20%
18 month anniversary of the Closing Date	20%
24 month anniversary of the Closing Date	20%
30 month anniversary of the Closing Date	20%
36 month anniversary of the Closing Date	20%
<b>Total:</b>	<b>100%</b>

Notwithstanding the foregoing, the issuance of Performance Warrants shall only be completed if such issuance is exempt from the prospectus and registration requirements under Applicable Securities Laws, and no Performance Warrants shall be issued to any party under any circumstance should such issuance require any prospectus, registration or other filing in any jurisdiction or be in breach of applicable Laws, in which case, the Parties acknowledge and agree that the obligation to issue such Performance Warrants shall be rendered void ab initio.

11. Schedule A of the Share Purchase Agreement is deleted in its entirety and replaced with Appendix I attached hereto.
12. Schedule B of the Share Purchase Agreement is deleted in its entirety and replaced with Appendix II attached hereto.
13. The Vendors' Closing Representative further acknowledges and consents to the issuance of 4,550,000 Purchaser Shares and 5,673,902 common shares to acquire Purchaser Shares on April 30, 2022, to Alke Capital Limited pursuant to the investment and advisory agreement dated April 30, 2022, between Alke Capital Limited and the Purchaser.
14. 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.
15. 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.
16. 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: Director

*"Brenton Scott"*

---

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

**APPENDIX I**  
**AMENDMENT TO SHARE PURCHASE AGREEMENT**  
**SCHEDULE A**  
**VENDORS**

<b>NAME</b>	<b>ADDRESS / EMAIL / PHONE NUMBER</b>	<b>NUMBER OF TARGET SHARES HELD</b>	<b>NUMBER OF COMPENSATION SHARES TO BE ISSUED</b>
<b>Current Holders of Target Shares</b>			
23 XI Pty Ltd.	[Redacted]	21,455	7,517,380
Amy Jones	[Redacted]	284	98,558
BT 2000 Capital Pty Ltd <The Scott Family Superannuation Fund>	[Redacted]	36,266	12,585,232
G & G Capital Pty Ltd <Moll Family Trust>	[Redacted]	3,351	1,151,839
John S Jacob	[Redacted]	426	147,833
Late Afternoon Investments Pty Ltd	[Redacted]	3,733	1,283,144
M & M Gouws Pty Ltd	[Redacted]	1,136	394,221
Malbec Pte Ltd	[Redacted]	1,689	580,560
Mancot Equities Pty Ltd <Miss Molly Family Trust>	[Redacted]	2,489	855,544
Neil Carter	[Redacted]	2,331	808,920
Nevixa Pty Ltd	[Redacted]	852	295,667
PUG Communications Limited	[Redacted]	3,557	1,222,648
RE Hughes & Associates Pty Ltd.	[Redacted]	21,295	7,389,941
Rodney Glen Louden	[Redacted]	1,136	383,300
<b>SUBTOTAL:</b>		<b>100,000</b>	<b>34,714,787</b>

<b>NAME</b>	<b>ADDRESS / EMAIL / PHONE NUMBER</b>	<b>NUMBER OF TARGET SHARES TO BE ISSUED ON CONVERSION OF CONVERTIBLE DEBT</b>	<b>NUMBER OF COMPENSATION SHARES TO BE ISSUED</b>
<b>CONVERTIBLE NOTE HOLDERS</b>			
Peter J & Melanie Louden	[Redacted]	1,987	643,228
Kirsty and Michael Dolny	[Redacted]	1,586	513,200
Rodney Louden and Roslyn Cadee	[Redacted]	478	159,020
Chaleyey Holdings Pty Ltd	[Redacted]	800	258,774
Filmrim Pty Ltd	[Redacted]	320	103,507

NAME	ADDRESS / EMAIL / PHONE NUMBER	NUMBER OF TARGET SHARES TO BE ISSUED ON CONVERSION OF CONVERTIBLE DEBT	NUMBER OF COMPENSATION SHARES TO BE ISSUED
<b>CONVERTIBLE NOTE HOLDERS</b>			
Debo Pty Ltd	[Redacted]	240	77,575
Ronald Bowen and Karen Bowen	[Redacted]	240	77,622
Philip and Judith Anderson	[Redacted]	3,090	1,082,671
<b>SUBTOTAL:</b>		<b>8,741</b>	<b>2,915,597</b>

**APPENDIX II**  
**AMENDMENT TO SHARE PURCHASE AGREEMENT**

**SCHEDULE B**  
**PERFORMANCE SHARES**

<b>NAME</b>	<b>ADDRESS / EMAIL / PHONE NUMBER</b>	<b>NUMBER OF PERFORMANCE SHARES</b>	<b>MILESTONE</b>
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
Imants Kins	[Redacted]	500,000	1
		500,000	2
		500,000	3
<b>TOTAL:</b>		<b>37,119,080</b>	

**Milestones:**

1. Achieving (a) 10 outright sales for a minimum price of A\$600,000 each sale, (b) A\$6,000,000 in revenue or (c) 10 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than March 31, 2024.
2. Achieving (a) 25 outright sales for a minimum price of A\$600,000 each sale, (b) A\$15,000,000 in revenue or (c) 25 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than September 30, 2024.
3. Achieving (a) 50 outright sales for a minimum price of A\$600,000 each sale, (b) A\$30,000,000 in revenue or (c) 50 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than March 31, 2025.
4. Achieving (a) 80 outright sales for a minimum price of A\$600,000 each sale, (b) A\$48,000,000 in revenue or (c) 80 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than March 31, 2026.
5. Achieving (a) 100 outright sales for a minimum price of A\$600,000 each sale, (b) A\$60,000,000 in revenue or (c) 100 lease contracts for a minimum of 36 months at A\$20,000 per month, by no later than March 31, 2027.