CONVERTIBLE LOAN AGREEMENT

This CONVERTIBLE LOAN AGREEMENT is entered into as of the date as set out on the execution page of this agreement, among CAPITAL MARKETS TECHNOLOGIES, INC., a corporation organized and existing under the laws of Florida ("CMT"), the person listed on Schedule "A" attached hereto (the "Investor").

Recitals

A. CMT is in the process of selecting a public company shell ("TargetCo") for the purpose of entering into an agreement to acquire control of TargetCo in exchange for CMT vending in its assets and business to TargetCo (the "Transaction").

B. In order to complete the acquisition of TargetCo, CMT requires funds in order to: (i) satisfy certain the existing creditors of CMT and its affiliates; (ii) fund the costs to complete the acquisition of TargetCo, including but not limited to legal, accounting, shareholder meeting and related transaction costs; and (iii) to fund general working capital needs of CMT and its Affiliates ("Funding Requirements").

C. In order to fund the Funding Requirements, CMT has decided to obtain loans from one or more persons of a minimum of $100,000 to a maximum of $1 million as part of this loan road ("CMT Loan Round A").

C. The Investor is desirous of being a shareholder in Target Co. following the acquisition of the same by CMT and is prepared to advance the amount as set out on Schedule "A" attached hereto by way of a loan ("Loan Proceeds") in advance of the completion of the Transaction for us by CMT for Funding Requirements purposes. Following the completion of the Transaction and the satisfaction of certain conditions set out herein, the Loan Proceeds will be converted and/or exchanged for common shares of Target Co in the manner as set out herein.

Agreement

NOW, THEREFORE, in consideration of the following mutual covenants and agreements, the parties hereby agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS AND ACCOUNTING PRINCIPLES

1.1 Certain Defined Terms. As used in this Agreement and unless otherwise expressly indicated, the following terms shall have the following meanings:

"Agreement" means this Convertible Loan Agreement, together with all Schedules and Exhibits hereto.

"Assets" means all of the real and personal, tangible and intangible assets, of whatsoever kind or nature of CMT.
“Bankruptcy and Insolvency Laws” means the Bankruptcy and Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada) and any other Canadian federal or provincial law relating to bankruptcy, insolvency, winding up, liquidation, reorganization or relief of debts, as amended from time to time.

“Bankruptcy Laws” shall mean the Bankruptcy and Insolvency Laws and all other Governmental Requirements pertaining or applicable to bankruptcy, insolvency, debtor relief, debtor protection, liquidation, reorganization, arrangement, receivership, moratorium, assignment for the benefit of creditors or other similar laws applicable in Canada or other applicable jurisdictions as in effect from time to time.

“CMT” has the meaning specified in the Preamble to this Agreement.

“Business Day” means a day of the year on which banks in Ottawa, Ontario are open for business.

“CMT Loan Round A” has the meaning ascribed thereto in the recitals.

“Convertible Loan” means the loan made to CMT under this Agreement, in such principal amount as is outstanding at any time; references to “Loan” or “Convertible Loan” shall be synonymous.

“Convertible Interest Rate” means 12% pa.

“Convertible Loan Repayment Date” means December 31, 2011 or such other date as the Investors and CMT may agree upon.

“Date of Default” has the meaning specified in Section 11.2(a).

“Default” means any Event of Default or any condition or event which, after notice or lapse of time or both, would constitute an Event of Default.

“Event of Default” has the meaning set forth in Section 11.1.

“GAAP” means generally accepted accounting principles in the United States as applicable to CMT, consistently applied, and shall include International Financial Reporting Standards if applicable to CMT.

“Governmental Authority” means the government of any nation, and the provincial, territorial, divisional, county, regional, city and political subdivisions thereof, and any tribal, aboriginal or native government or corporation, in each case in which any property of CMT is located or which exercises valid jurisdiction over any such property, or in which CMT conducts business or is otherwise present, and any entity, court, arbitrator or board of arbitrators, agency, department, commission, board, bureau, regulatory authority or instrumentality of any of them exercising executive, legislative, judicial, regulatory or administrative functions that exercises valid jurisdiction over CMT or its properties or Assets, and any securities exchange or securities regulatory authority to which CMT is subject.
“Governmental Requirement” means any law, statute, code, ordinance, treaty, order, rule, regulation, judgment, ruling, decree, injunction, franchise, permit, certificate, license, authorization, approval or other direction or requirement.

“Indebtedness” means, for any Person, without duplication, all liabilities of such Person determined in accordance with GAAP.

“Instrument” means any contract, agreement, undertaking, indenture, mortgage, document or writing (whether formal agreement, letter or otherwise) under which any obligation, duty, covenant or liability is evidenced, assumed or undertaken, or any right or Lien (or right or interest therein) is granted, authenticated, notarized, authorized or perfected, and any notice, registration, recordation, or filing associated with or required by any of the foregoing.

“Lien” means, as to any Person, any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, indenture, preferential right, assignment, option, production payment or other lien or encumbrance in, on or to, or any interest or title of any vendor, lessor, the Investor or other secured party to, or interest or title of any Person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, the signing of any mortgage, deed of trust, pledge, charge, security agreement, hypothecation, indenture, assignment or similar instrument, or the signing or filing of a financing statement or personal property security act filing which names such Person as debtor, or the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement or personal property security act filing. A Person shall be deemed to be the owner of any assets that it has placed in trust for the benefit of the holders of its indebtedness, which indebtedness is deemed to be extinguished under GAAP but for which such Person remains legally liable, and such trust shall be deemed to be a Lien.

“Loan” means the loan made to CMT under this Agreement, in such principal amount as is outstanding at any time; references to “Loan” or “Convertible Loan” shall be synonymous.

“Material Adverse Effect” means, with respect to any Person, an effect, resulting from any event or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), which:

(a) is materially adverse to the consolidated business, assets, revenues, financial condition, operations or prospects of such Person; or

(b) is materially adverse to the ability of such Person to make any payment or perform any other material obligation required under this Agreement, or any other Loan Document;

provided, however, that the occurrence of any of the following shall not, in and of itself, be deemed to be a Material Adverse Effect:

(i) changes or developments in international, Canadian, United States or EU political, economic, financial or market conditions or in the currency exchange rates in Canada, the United States or the EU; or
(ii) changes or developments resulting from any natural disaster, any act of sabotage or terrorism or any outbreak of hostilities or war, or any escalation of any such natural disaster or acts of sabotage or terrorism or hostilities or war.

"Month" means a calendar month.

"Person" means an individual, partnership, corporation (including a business trust), joint venture, limited liability company or other entity, or a Governmental Authority.

"Subsidiary" means any corporation, association or other business entity more than 50% of each class of equity or voting securities of which is owned, directly or indirectly, by CMT.

"TargetCo" has the meaning ascribed thereto in the preamble to this Agreement.

"TargetCo Shares" means the common shares of the TargetCo.

"Taxes" has the meaning specified in Section 3.8(a).

"Transaction" means CMT’s acquisition of shares of TargetCo representing on the date of the closing of the Transaction at least 90% of the issued and outstanding shares of TargetCo.

"Transaction Completion Deadline Date" means March 31, 2011.

"Year" means a calendar year.

ARTICLE 2

COMMITMENT; USE OF PROCEEDS; ESCROW

2.1 Commitment. Subject to all of the terms and conditions of this Agreement, the Investor agrees to make a loan to CMT on the Closing Date in the amount as set out on Schedule “A” attached hereto.

2.2 Loan Closing. The Investor agrees to advance the Convertible Loan to CMT, in the amount as set out in Schedule “A”, as follows:

(i) by wire transfer to Blake Cassels & Graydon LLP ("Blakes") on the date of execution of this Agreement, such amount to be held by Blakes and paid to CMT on the closing of the Loan.

CMT and the Investor acknowledge and agree that the CMR Loan Round A may be closed in one or more closings with the initial closing to be completed once a minimum of $100,000 is advanced to CMT. Subsequent to the initial closing, CMT intends to close each loan advanced by investors as part of the CMT Loan Round A as such funds are received no matter the level. All investors advancing funds as part of the CMT Loan Round A shall be required to execute an agreement that is the same as this Agreement (save for name and address of investor, date and amount of loan being advanced).
2.3 Use of Proceeds. CMT will utilize the Loan Proceeds for the Funding Requirements.

ARTICLE 3
PROCEDURE AND PAYMENT

3.1 Interest.

(a) Interest Rate. There shall be no interest payable on the Loan Proceeds unless and until (i) such Loan Proceeds are not converted and/or exchanged into TargetCo Shares on or before the Transaction Completion Deadline Date or (ii) an Event of Default, following which date CMT shall pay interest on the Loan Proceeds at an interest rate per annum based on a 360-day year basis equal to the Convertible Interest Rate from the initial date of each advance until the Loan Proceeds are paid in full. Accrued but unpaid interest shall be payable in full on the Convertible Loan Repayment Date.

3.2 Repayment of the Loan if not Converted into TargetCo Shares.

(a) Repayment. The Convertible Loan and accrued interest thereon is due and payable in full on the Convertible Loan Repayment Date.

(b) All calculations of interest payable by CMT under this Agreement are to be made on the basis of the nominal interest rate described herein and therein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.

ARTICLE 4
CONDITIONS PRECEDENT

4.1 Loan Proceeds Conditions Precedent. The obligation of the Investor to pay the Loan Proceeds to Blakes in the manner as set out herein is subject to satisfaction (or waiver by the Investor in its sole discretion) of each of the following conditions precedent:

(a) the Investor shall have received or is satisfied with the following on or before the date of the Closing Date:

(i) this Agreement, duly executed by CMT;

(ii) all such other documents or as the Investors may reasonably request.

(b) all representations and warranties made by CMT herein shall be true and correct on the date of the advance of the Loan Proceeds;
there is no pending or threatened action or proceeding against or affecting CMT, the Transaction or the Assets before any Governmental Authority, which could be reasonably expected to have a Material Adverse Effect on the Investor or to delay or prohibit the Transaction; and

4.2 Advance. Upon the satisfaction of the conditions precedent as set out in Section 4.1 above, upon the payment by the Investor of the Loan Proceeds in the manner as set out in Section 2.2 above, the Loan Proceeds shall be released from escrow by Blakes to be used by CMT in the manner as set forth in Article 5 below and the Investor shall sign a direction in favor of Blakes to authorize such release.

ARTICLE 5

USE OF CONVERTIBLE LOAN

5.1 Use of Loan Proceeds. Upon the satisfaction of the following condition precedent, the loan transaction shall close (such date to be the “Closing Date”) and CMT shall have paid to it the Loan Proceeds for its use for Funding Requirements.

(a) at least $100,000 in the aggregate has been advanced to CMT under the CMT Loan Round A.

5.2 Acknowledgement. The Investor acknowledges and agrees that following the satisfaction of the condition set out in Section 4.1 above, the Loan Proceeds shall be paid to CMT and shall be available for use by CMT.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of CMT. CMT hereby represents and warrants to the Investors as follows:

(a) Qualification and Organization. It has all requisite corporate power and authority to enter into this Agreement to which it is a party and to carry out the transactions contemplated hereby and thereby. It is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Florida.

(b) Authorization; No Conflict. Subject to shareholder approval required to complete the Transaction, the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary shareholder and corporate action on the part of CMT and do not and will not (i) contravene CMT’s articles of incorporation, charter or by-laws, or similar constituent documents; (ii) violate any provision of any Governmental Requirement, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to CMT; (iii) result in a breach of or constitute a default under or require the consent of any Person pursuant to any indenture or loan or credit agreement or any other agreement, lease or instrument to which CMT is a party or by which it or its properties may be bound or affected; or (iv) result
in, or require, the creation or imposition of any Lien upon or with respect to any of the properties now owned by CMT.

(c) Governmental and Other Consents and Approvals. No authorization or approval or other action by or consent of, and no notice to or filing or registration with, any Governmental Authority is required (i) for the due execution and delivery of, and due performance of the financial obligations of CMT under this Agreement or (ii) for the due performance of all other obligations of CMT under this Agreement (other than registrations or filings in relation to the issuance of TargetCo Shares to Investor on the conversion of the Convertible Loan in the manner as set out herein) except such authorizations, approvals or other actions as have been obtained or notices or filings as have been made.

(d) Binding Obligations. This Agreement is a legal, valid and binding obligation of CMT, enforceable against CMT in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws or equitable principles affecting enforcement of creditors' rights generally at the time in effect).

(e) Litigation. There is no claim, action, lawsuit, proceeding, arbitration or investigation pending or threatened in writing against or involving CMT or its Assets, which alleges the violation of any Governmental Requirement, or which questions the validity of this Agreement, or any action taken or to be taken pursuant to this Agreement, or which could reasonably be expected to result, either in any case or in the aggregate, in a Material Adverse Effect on CMT or in any material liability on the part of CMT.

(f) Other Agreements. CMT is not a party to any indenture, loan or credit agreement or any lease or other agreement or subject to any charter or other corporate restriction which could reasonably be expected, upon a default thereunder or otherwise, to result in a Material Adverse Effect on CMT, or materially impair the ability of CMT to carry out its obligations under this Agreement.

6.2 Representations and Warranties of the Investors. The Investor hereby represents and warrants to CMT that such Investor:

(a) if a corporation, is a valid and subsisting corporation, or if a partnership, has the necessary partnership capacity and authority to execute and deliver this Agreement and in all cases has the capacity and authority to observe and perform its covenants and obligations hereunder and has taken all necessary partnership action in respect thereof;

(b) is an "accredited investor", as such term is defined in National Instrument 45-106 by virtue of the fact that it is a person, other than an individual or investment fund, that has net assets of at least CDN$5,000,000 and it was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) of the definition of "accredited investor" in National Instrument 45-106;

(c) has not received or been provided with an offering memorandum or similar document in connection with the Agreement;
(d) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in CMT;

(e) is entering into the Agreement as principal for its own account for investment only, and not with a view to resale or distribution;

(f) understands the Conversion Shares issuable pursuant to this Agreement will be subject to a hold period of four months and one day from the date of issuance or longer period if required under applicable law;

(g) understands that the Conversion Shares issuable pursuant to this Agreement have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or the securities laws of any state of the United States and that the sale contemplated hereby is being made in reliance on an exemption from such registration requirements;

(h) understands that any trade in the Conversion Shares by it that is a “control distribution” as defined in National Instrument 45-102 Resale of Securities, will be subject to the requirements and restrictions set out in Section 2.8 of National Instrument 45-102; and

(i) has not entered into the Agreement as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

ARTICLE 7

AFFIRMATIVE COVENANTS OF THE BORROWER

Until the full and final payment and performance of the obligations under this Agreement or the conversion or exchange of the Loan Proceeds into TargetCo Shares and the termination of this Agreement, CMT shall, unless the Investor otherwise consents in writing, perform all covenants in this Article 7.

7.1 **Compliance with Laws, Etc.** CMT shall comply, and shall cause each of its Subsidiaries to comply, in all material respects, with all applicable Governmental Requirements.(except in respect of securities regulation with respect to the disclosure of financial information) CMT shall pay all Taxes, assessments, and governmental charges imposed upon it or its property before the same become delinquent, except to the extent contested in good faith and adequately reserved for in accordance with GAAP.

7.2 **Preservation of Existence, Etc.** CMT shall preserve and maintain, and shall cause each of its Subsidiaries to preserve and maintain, their respective corporate existence, rights, franchises and privileges in the jurisdiction of their incorporation or formation; and, CMT will qualify and remain qualified, and will cause each of its Subsidiaries to qualify and remain qualified, as a foreign entity in each jurisdiction in which such qualification is necessary or desirable in view of their business and operations or the ownership of their properties.
ARTICLE 8

CONVERSION PROVISIONS

8.1 Conversion. The terms and conditions set forth in this Article 8 shall apply to the conversion of the Convertible Loan into TargetCo Shares.

8.2 Conversion Condition. The Investor acknowledges and agrees that it is the intention of CMT to convert the total loan proceeds, including the Loan Proceeds, advanced by the Investor and others as part of the CMT Loan Round A ("Round Proceeds") on the completion of the Transaction such that following such conversion the aggregate of the TargetCo Shares to be issued on the conversion of the Round Proceeds represents X% of the number of outstanding common shares of TargetCo immediately following the closing of the Transaction that are not then held by the previous shareholders of TargetCo, where X% is equal to the aggregate Round Proceeds (divided by $100,000) times 7.36%. For example, if the former shareholders of TargetCo hold 5% of the outstanding shares of TargetCo immediately following the closing of the Transaction and the Round Proceeds are $300,000, then the total aggregate Target Shares to be issued on the conversion of the Round Proceeds shall be equal to 22.08% of 95% or 21% of the outstanding TargetCo Shares. The number of TargetCo Shares to be issued to the Investor on the conversion of the Round Proceeds shall be referred to as the "Conversion Shares") and the Investor shall receive a pro-rata share of the Conversion Shares based on the proportion of the Loan Proceeds to the Round Proceeds.

8.3 Conversion of Convertible Loan. The conversion of the Convertible Loan into TargetCo Shares shall only be completed if the Loan Proceeds are completely advanced to CMT and the Transaction closes ("Conversion Conditions"). If the Conversion Conditions are not completely satisfied, the Loan Proceeds shall be repayable on the Convertible Loan Repayment Date and it shall not be convertible into TargetCo Shares except on the express written consent of CMT. Provided that the Conversion Condition is satisfied, as soon as possible following the completion of the Transaction, on a date as determined by CMT, Investor agrees that the Loan Proceeds shall automatically be taken as being repaid in full by CMT on CMT delivering to the Investor its pro-rata portion of the Conversion Shares registered in its name or as it directs.

8.4 Termination of Conversion. In the event that the Transaction has not closed on or before the Transaction Completion Deadline Date, the Convertible Loan shall become payable on the Convertible Loan Repayment Date.

ARTICLE 9

EVENTS OF DEFAULT

9.1 Event of Default. Each of the following events shall be an "Event of Default" hereunder:

(a) Nonpayment. CMT shall fail to pay the Loan as and when due on the Convertible Loan Repayment Date (whether at stated maturity, by prepayment, on demand or otherwise), or shall fail to pay interest hereunder when due (whether on a payment date, by
prepayment, on demand or otherwise), or shall fail to pay any other amounts due hereunder when due (whether on the date when due, by prepayment, on demand or otherwise).

(b) Other Defaults. CMT shall fail to observe or perform any of its covenants contained in this Agreement, other than the covenants referred to in clauses (a) and (b) above, and such CMT has not remedied such default within ten (10) days after written notice of default has been given by the Investor to CMT.

(c) Representation or Warranty. Any representations or warranty made by CMT under or in connection with this Agreement shall prove to have been incorrect in any material respect when made.

(d) Bankruptcy; Insolvency. (i) CMT shall initiate or commence any case, proceeding or other action (A) under any existing or future Bankruptcy Law, or otherwise seeking to have it judged bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or CMT shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any CMT any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undischarged, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against CMT any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of their assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) CMT shall take any action in furtherance of, or indicating its consent to, approval of, authorization of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) CMT generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

(e) Judgments. A final judgment or order for the payment of money in excess of US$150,000 (or equivalent in other currencies) shall be rendered against CMT and either; (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order; or (ii) a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect for any period of ten (10) consecutive days.

(f) Regulatory Action. Any Governmental Authority shall take or attempt to take any action with respect to CMT which could reasonably be expected to have a Material Adverse Effect on CMT or the ability of CMT to meet its obligations under this Agreement in a timely manner unless such action is set aside, dismissed or withdrawn within twenty (20) days of its institution or such action is being contested in good faith, its effect is stayed during such contest.

(g) Material Adverse Change. A change in the business, financial condition or prospects of CMT occurs, which has a Material Adverse Effect on CMT.
(h) **Shareholder Vote.** The shareholders of CMT shall have failed to approve the Transaction, in accordance with applicable law, (i) at a duly called meeting of the shareholders of CMT or (ii) by written resolution.

9.2 **Remedies Upon Event of Default.**

(a) Upon the occurrence of an Event of Default, upon notice by the Investors to CMT of the Investors’ election to declare CMT in default, the obligations of the Investors hereunder shall terminate, but such termination shall not limit any rights of the Investors hereunder. The date on which such notice is sent shall be the “Date of Default.”

(b) Upon the Date of Default and upon notice thereof from the Investor to CMT in all cases, all interest thereon, and all other amounts owed by CMT hereunder shall be immediately due and payable in full.

(c) Upon the occurrence of an Event of Default, the Investors shall have all other rights and remedies available at law or in equity.

(d) Except as expressly provided above in this Section 9.2, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

**ARTICLE 10**

**ACTIONS OF INVESTORS**

10.1 **Investors Action.** Where this Agreement requires decision, notice or action of the Investor, the Investor agrees that any such decision, notice or action of the Investor under this Agreement shall be taken or made only by way of written notice executed by investors under the CMT Loan Round A advancing in the aggregate at least 60% of the total Round Proceeds. The Investor agrees that a decision, notice or action made by investors advancing in the aggregate at least 60% of the Round Proceeds in the manner set out above, shall be a decision, notice or action of the Investor and the Investor agrees to abide by such decision, notice or action holding action, notice. For greater certainty, the Investor acknowledges and agrees that it shall not be entitled to act on its own under this Agreement for any reason or circumstance.

**ARTICLE 11**

**MISCELLANEOUS**

11.1 **Amendments, Etc.** Except as otherwise expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement, nor consent to any departure by CMT therefrom, shall in any event be effective unless the same shall be in writing and signed by the Investors, and, in the case of any amendment, by CMT and the Investor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11.2 **Notices, Etc.** All notices and other communications provided for hereunder shall be in writing (including facsimile communication) and transmitted by facsimile, or delivered.
if to CMT,

c/o Blake, Cassels & Graydon LLP
20th Floor, 45 O’Connor Street
Ottawa, Ontario
K1P 1A4

Attention: Gary Jessop
Facsimile: (613) 788-2296

if to the Investor, the addresses as set out in Schedule ‘A’ attached hereof,

as to each party, at such other address or number as shall be designated by such party in a written notice to the other. All such notices and communications shall be effective (a) when received, if physically delivered; and (b) upon confirmation of transmission, if sent by facsimile on a Business Day, addressed in each case as aforesaid.

11.3 No Waiver; Remedies. No failure on the part of the Investors to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

11.4 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of CMT, the Investor and their respective permitted successors and assigns. CMT shall not have the right to assign any of its rights or obligations hereunder or any interest herein without the prior written consent of the Administrative Agent. Subject to Governmental Requirements, the Investors may, at any time, without the consent of CMT, assign to its respective successors and affiliates, or may grant participation to one or more banks or other Persons, in or to all or any part of, and may assign to one or more banks or other Persons, all or any part of, this Agreement and the Loan, and, to the extent of such assignment, such assignee shall have the same obligations, rights and benefits with respect to CMT as it would have had if it were a lender hereunder.

11.5 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, NOT INCLUDING THE CONFLICTS OF LAW AND CHOICE OF LAW PROVISIONS THEREOF.

11.6 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement may be validly executed and delivered by facsimile or other electronic transmission, and a signature by facsimile or other electronic transmission shall be as effective and binding as an original signature.
11.7 **Severability.** If any provision hereof is determined to be ineffective or unenforceable for any reason, the remaining provisions hereof shall remain in effect, binding on the parties and enforceable at the election of the Investor in its sole discretion.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the 20th day of August, 2010.

BORROWER:

CAPITAL MARKET TECHNOLOGIES, INC.

By: ________________________________
Name: ______________________________
Title: ______________________________

INVESTOR

Name: 7628382 Canada Corporation
Address: 265 strength road

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### Schedule A

**Investor Information**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Loan Proceeds</th>
</tr>
</thead>
<tbody>
<tr>
<td>7628382 Canada Corporation</td>
<td>245 Lakeshore St. 31st Floor 401</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60601</td>
<td></td>
</tr>
</tbody>
</table>
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the 18 day of August, 2010.

BORROWER:

CAPITAL MARKET TECHNOLOGIES, INC.

By: ________________________________
Name: ______________________________
Title: ______________________________

INVESTOR

Signature: ____________________________

Name: Reina Del Mar Inc.

Address: PO Box 3262
Charlottetown, PE, C1A8W5
VISA

Portefeuille Diapason Conservateur
Portefeuille Diapason Équilibré revenu
Portefeuille Diapason Équilibré croissance
Portefeuille Diapason Croissance
Portefeuille Diapason Croissance élevée
Portefeuille Diapason Croissance maximale
Portefeuille Diapason Retraite B (Conservateur)
Portefeuille Diapason Retraite C (Revenu)
Portefeuille Diapason Retraite D (Équilibré revenu)
Portefeuille Diapason Retraite E (Équilibré croissance)
Portefeuille Diapason Retraite F (Croissance)
Portefeuille Diapason Retraite G (Croissance élevée)
(parts de catégorie A)

L’Autorité des marchés financiers octroie son visa pour le prospectus simplifié provisoire des émetteurs susmentionnés daté du 29 janvier 2013 (le « prospectus provisoire »).

En outre, le présent visa fait foi du visa du prospectus provisoire de la Commission des valeurs mobilières de l’Ontario.


Le 30 janvier 2013

(s) Mathieu Simard
Mathieu Simard
Directeur des fonds d'investissement

SEDAR N° 2010286
DÉCISION N° 2013-FIIC-0018
ROYAL BANK OF CANADA
CHARLOTTETOWN PE
Branch No...

Payment Date...

Client Name...

Conversion Amount...

Communication Collected...

Wire Payment Fee Collected...

Instruction Fee...

IBAN Fee...

Total Fees...

Client Pays Amount...

Ordering Customer:

Debit Branch Name (Princ)...

Debit Branch Name (Fees)...

Intermediary Institution:

Beneficiary Account: 1708317

Beneficiary Customer:

Account With Institution:

Sender To Receiver Information:

Note: 

Additional charges may be deducted from the payment amount by the receiving bank and/or its intermediaries ("Receiving Bank"). If this payment cannot be completed for any reasons beyond the control of Royal Bank of Canada ("RBC") you may ask RBC for a refund and RBC shall make best efforts to do so. If RBC is unable to complete the transaction for any reason, RBC will refund the funds upon request. The status of the transaction may be obtained by contacting your bank or RBC. If you have any questions, please contact your bank or RBC directly. This agreement is subject to change without notice. For more information, please visit www.royalbank.com.

Signature(s):
Wire Information
Canadian Trust Account

In order for Blakes to receive funds by wire you will need to provide the sender with the following bank information:

Destination Bank: Canadian Imperial Bank of Commerce
Main Branch, 119 Sparks Street
Ottawa, Ontario K1P 5B5

Transit #: 00006
Institution #: 010
Swift Code: CIBCCATT

[Handwritten notes and signatures]
PAUL JENKINS
220 WATER STREET
CHARLOTTETOWN PE C1A 2M5

YOUR ADVISORY TEAM
Your Investment Advisor:
S MacEachern
(902) 566-5544

Your Branch Address:
602 - 134 Kent Street
P.O. Box 276
Charlottetown, PEI
C1A 7K4
1-800-463-5544

Your Branch Manager:
Wade Gregory
(902) 566-5544

FOR YOUR INFORMATION
There is no change to the Annual Administrative Fee Schedule for 2011.

Statement of Your Account
MAR. 31
2011
Page 1 of 3
Your Account Number: 790-89005-1-3 AYG
Trustee: Royal Trust Company
Date of Last Statement: FEB. 28, 2011

ACCOUNT DETAILS
Your Plan Type: Personal
Your Beneficiary Information: SUSAN COLWILL

ASSET SUMMARY

<table>
<thead>
<tr>
<th>MARKET VALUE</th>
<th>PERCENTAGE OF MARKET VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>AT MAR. 31</td>
<td></td>
</tr>
<tr>
<td>Cash</td>
<td>$14,708.68</td>
</tr>
<tr>
<td>Fixed Income</td>
<td>$0.00</td>
</tr>
<tr>
<td>Preferred Shares</td>
<td>$0.00</td>
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<tr>
<td>Common Shares</td>
<td>$500.00</td>
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<tr>
<td>Mutual Funds **</td>
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<tr>
<td>Foreign Securities</td>
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<td>Managed Assets</td>
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<tr>
<td>Total Value</td>
<td>$15,208.68</td>
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INCOME SUMMARY

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<tr>
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<th>THIS MONTH</th>
<th>YEAR-TO-DATE</th>
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<tr>
<td>Dividends</td>
<td>$0.00</td>
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<tr>
<td>Interest</td>
<td>$1.14</td>
<td>$2.41</td>
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<tr>
<td>Other</td>
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<tr>
<td>Total Income</td>
<td>$1.14</td>
<td>$2.41</td>
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CASH BALANCE

<table>
<thead>
<tr>
<th>ACCOUNT TYPE</th>
<th>OPENING BALANCE AT FEB. 28</th>
<th>CLOSING BALANCE AT MAR. 31</th>
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<tbody>
<tr>
<td>Cash</td>
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<td>$14,708.68</td>
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TFSA PLAN SUMMARY

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<tr>
<td>Plan to Date</td>
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<td>$0.00</td>
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- CONTINUED ON NEXT PAGE -
Statement of Your Account
TFSA (Cdn $)
MAR. 31
2011
Your Account Number: 790-89095-1-3
2 of 3

ASSET REVIEW
(Exchange rate 1USD = 0.96965 CAD as of MAR. 31, 2011)

<table>
<thead>
<tr>
<th>SECURITY</th>
<th>QUANTITY</th>
<th>MKT. PRICE</th>
<th>BOOK VALUE</th>
<th>MARKET VALUE</th>
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<tr>
<td>SYMBOL</td>
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<tr>
<td>RVLT</td>
<td>100,000</td>
<td>0.005</td>
<td>293.73</td>
<td>$500.00</td>
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<tr>
<td>INC</td>
<td>100,000</td>
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Total Value of Common Shares: $500.00

Total Value of All Securities: $500.00

ACCOUNT ACTIVITY

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>PRICE \RATE</th>
<th>DEBIT</th>
<th>CREDIT</th>
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<tbody>
<tr>
<td>MAR. 28</td>
<td>BOUGHT</td>
<td>OPENING BALANCE (FEB. 28, 2011)</td>
<td></td>
<td></td>
<td></td>
<td>$15,001.27</td>
</tr>
<tr>
<td>MAR. 09</td>
<td>BOUGHT</td>
<td>REVOLUTION TECHNOLOGIES INC</td>
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<td>0.003</td>
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<td>MAR. 22</td>
<td>INTEREST</td>
<td>INTEREST ON CREDIT BALANCE AT 0.10% 02/22 THRU 03/21</td>
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<td></td>
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<td>1.14</td>
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</tbody>
</table>

Closing Balance (MAR. 31, 2011): $14,708.68
Statement of Your Account

TFSA (Cdn $)

MAR. 31

2011

Your Account Number: 790-89095-1-3

3 of 3

Head Office Address:
RBC Dominion Securities Inc.
P.O. BOX 50
Royal Bank Plaza
Toronto, Ontario
Canada M5J 2W7
GST/HST Registration # 889767471

If you have a service request or a question about your statement or a service change, please phone your Investment Advisor at the phone number listed on the front of this statement. Unresolved problems or complaints should be forwarded in writing to:

RBC DOMINION SECURITIES
Compliance Department
P.O. BOX 50, Royal Bank Plaza
Toronto, Ontario
M5J 2W7

Telephone: (416) 842-2000
Internet: www.rbcds.com
QST Registration # 1020297278

FOOTNOTES

* Indicates fully paid for securities registered in your name and held by us on your behalf.
** Updated annually.
*** Part or all of the Book Value on this security position is unknown. Please contact your Investment Advisor to update your statement records.
**** The Book Value of this security is temporarily unavailable due pending corporate events. Please contact your Investment Advisor for additional information.
***** The Book Value of this security is unavailable. Please contact your Investment Advisor for additional information.
****** Segregated Funds are included in the Total Value of Mutual Funds.
******* Converted U.S. dollar contributions or withdrawals are included in your plan summary.
Order Approved
No foreign instructions on ADP account - Verify Beneficiary

Bankwire Order - Approval
Order #: 110421-S05176  IA #: AYG
Order Status: CASH DEPARTMENT, INPUT INTO RAFT

Entered by: ROSLIN ROSEMARY LING
ADP Acct #: 3606097024  100842 PEI I
Beneficiary: COLIN G. JAMES
28 BEATTY CRESCENT, AURORA, ONTARIO L4G 3V1
Beneficiary Code: One or more parties is not a Financial Institution
Amount: 15,500.00  Currency: C$  Funds Out

Bank # / Transit # / Account #:  (required if payment going to foreign or US institution)
Payment details: TD CANADA TRUST
SWIFT # TDOMCATTOR
TRANSIT #0237 BRANCH 10382
ACCOUNT # 5204548

Branch Contact #: (902) 566 - 5544  Ext. Name: ROSE LING
Comments: PAUL JENKINS REFERENCE REVTECH
First level approved by: KARSHE  National Credit approved by:
Fee Based Approved by:

Copyright 2000 © RBC Investments

https://rnc4-v.rbc1.royalbank.com/omft114w.atp
4/21/2011
Bankwire order created successfully, order # is 110421-S05176
** Please write down order number for future reference **
** Please Print screen and forward document for first level approval **
No foreign instructions on ADP account - Verify Beneficiary

Bankwire Entry Confirmation

Status: FIRST LEVEL APPROVAL REQUIRED
** APPROVAL REQUIRED BEFORE 02:00 PM **

IA #: AYG
ADP Acct #: 3606097024 100842 PEI I
Beneficiary: COLIN G. JAMES
28 BEATTY CRESCENT AURORA ONTARIO L4G 5V1
Beneficiary Code: One or more parties is not a Financial Institution
Amount: 15,500.00 Currency: C$ Funds Out

Bank # /Transit # /Account #: ____________________________ (Canadian Bank Info)

Payment details: (required if payment going to foreign or US institution)
TD CANADA TRUST
SWIFT # TDOMCA77
TRANSIT # 0237 BRANCH 10382
ACCOUNT # 5204548

Branch Contact #: (902) 566-5544 Ext. 1050 Name: ROSE LING
Comments: PAUL JENKINS REFERENCE REVTECH

Copyright 2000 @ RBC Investments
Bankwire order created successfully, order # is 110421-S05003
** Please write down order number for future reference **
** Please Print screen and forward document for first level approval **
No foreign instructions on ADP account - Verify Beneficiary

<table>
<thead>
<tr>
<th>Bankwire Entry Confirmation</th>
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<tbody>
<tr>
<td>Status:</td>
<td>FIRST LEVEL APPROVAL REQUIRED</td>
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<tr>
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<td>** APPROVAL REQUIRED BEFORE 02:00 PM **</td>
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<td>Beneficiary:</td>
<td>COLIN G. JAMES</td>
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<tr>
<td>Beneficiary Code:</td>
<td>28 BEATTY CRES. AURORA, ONTARIO L4G 5V1</td>
</tr>
<tr>
<td>Amount:</td>
<td>14,500.00</td>
</tr>
<tr>
<td>Currency:</td>
<td>C$</td>
</tr>
<tr>
<td>Funds Out:</td>
<td></td>
</tr>
<tr>
<td>Bank #: /Transit #: /Account #:</td>
<td>(Canadian Bank Info)</td>
</tr>
<tr>
<td>Payment details:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>TD CANADA TRUST</td>
</tr>
<tr>
<td></td>
<td>SWIFT # TDOMCATTTOR</td>
</tr>
<tr>
<td></td>
<td>TRANSIT #0237 BRANCH 10382</td>
</tr>
<tr>
<td></td>
<td>ACCOUNT # 5204548</td>
</tr>
<tr>
<td>Branch Contact #:</td>
<td>902 566-5544 Ext</td>
</tr>
<tr>
<td>Comments:</td>
<td>PAUL JENKINS REFERENCE REVTECH</td>
</tr>
</tbody>
</table>

Copyright 2000 © RBC Investments
Order Approved
No foreign instructions on ADP account - Verify Beneficiary

Bankwire Order - Approval

Order #: 110421-305003 IA #: AYG
Order Status: CASH DEPARTMENT, INPUT INTO RAFT

Entered by: ROSLIN ROSEMARY LING
ADP Acct #: 2851619326 JENKINS PAUL
Beneficiary: COLIN G. JAMES
28 BEATTY CRES. AURORA, ONTARIO L4G 5V1
Beneficiary Code: One or more parties is not a Financial Institution
Amount: 14,500.00 Currency: C$ Funds Out

Bank # /Transit # /Account #: (Canadian Bank Info)
Payment details: (required if payment going to foreign or US institution)
TD CANADA TRUST
SWIFT # TDOMCATT
TRANSIT #0237 BRANCH 10382
ACCOUNT # 5204548

Branch Contact #: (902) 566 - 5544 Ext. Name: ROSE LING
Comments: PAUL JENKINS REFERENCE REVTECH

First level approved by: KARSHE National Credit approved by:
Fee Based Approved by: 

Copyright 2000 @ RBC Investments
Date: April 21, 2011

RBC Dominion Securities
134 Kent Street, Suite 6025
Charlottetown, PE
C1A 7K4

RE: CDN Funds Bankwire

To Whom It May Concern:

Please accept this letter as your authorization to process a bank wire in the amount of $50,000.00 Cdn. Funds from account 360-60970-24. The details of the beneficiary of the bank wire are as follows:

Name: Colin G. James, Barrister & Solicitor
Address: 28 Beatty Crescent, Aurora, Ontario L4G 5V1

Bank Name: T.D. Canada Trust, 15255 Yonge St. E, Aurora, Ontario L4G 1N5

Swift Code: TDOMCATTOR

Account #: Branch 10382
004- TD Bank Code
Transit 0237
Account 5204548

Thank you for your attention to this matter.

Sincerely,

[Signature]

Paul Jenkins
Date: April 21, 2011

RBC Dominion Securities
134 Kent Street, Suite 6025
Charlottetown, PE
C1A 7K4

RE: CDN Funds Bankwire

To Whom It May Concern:

Please accept this letter as your authorization to process a bank wire in the amount of $30,000.00 Cdn. Funds from account 360-60970-24. The details of the beneficiary of the bank wire are as follows:

Name: Colin G. James, Barrister & Solicitor
Address: 28 Beatty Crescent, Aurora, Ontario L4G 5V1

Bank Name: T.D. Canada Trust, 15255 Yonge St. E, Aurora, Ontario L4G 1N5

Swift Code: TDOMCATTOR

Account #: Branch 10382
004- TD Bank Code
Transit 0237
Account 5204548

Thank you for your attention to this matter.

Sincerely,

Paul Jenkins
Resolution

Please complete if you are opening a new account for a Corporation, Partnership, Association, Investment Club, or Non-Corporate Entity, or altering the signing or trading authority(s) for such an account. Not applicable to Trusts, Estates, Individual Pension Plans or Sole Proprietorships.

Resolution

passed by: 100842 PEI INC.

NAME OF CORPORATION/PARTNERSHIP/INVESTMENT CLUB/ASSOCIATION/OTHER ORGANIZATION (the "Account Holder")

RESOLVED: THAT (a) one or more accounts in the name of the Account Holder be opened and maintained with RBC Dominion Securities Inc. and/or any of its affiliated companies ("RBC DS") for the purpose of dealing in securities, commodities, financial or index future contracts and/or options on securities, commodities or financial or index future contracts, on a cash settlement or margin basis and may include short sales or uncovered writings. AND THAT (b) the trading officers set out below by name and their respective signatures ("the Trading Officers") be and each is authorized to give orders or trading instructions to RBC DS, whether in writing or not, in respect of account dealings for, or on behalf of and in the name of the Account Holder, provided that, for greater certainty, any person who is designated as a Trading Officer, unless also designated as a Signing Officer (as defined below), shall not be authorized to give instructions in respect of matters referred to in (a) below, AND THAT (c) any (circle one) 1, 2, 3, 4 of the Signing Officers set out below by name and their respective signatures (the "Signing Officers") are hereby authorized to (i) execute and deliver for, on behalf of and in the name of the Account Holder and all agreements, current letters of instruction or other documents required by RBC DS for the establishment, reclassification or operation of any account, and (ii) withdraw, on behalf of and in the name of the Account Holder from any of its accounts any monies or securities contained in such accounts, AND THAT (d) RBC DS shall be entitled to act and rely upon the actions and instructions of the Trading Officers and the Signing Officers taken or given in accordance with this resolution without making or continuing any investigations or inquiries into the propriety of such actions, orders, and instructions, AND THAT (e) this resolution shall remain in full force and effect until written notice of revocation thereof has been filed by an authorized party of the Account Holder (the Secretary in the case of a corporation, the partners in the case of a partnership, members in the case of an investment club, associates in the case of an association or other authorized individuals in the case of any other similar organization) to the Manager of the Compliance Department at RBC DS.

Please specify on this line if the resolution requires that one or more specific Trading Officer(s) give instructions, and/or if one or more specific Signing Officer(s) give instructions in respect of matters referred to in (c) above.

Trading Officers

PAUL JENKINS
NAME OF AUTHORIZED TRADING OFFICER

Signature

PAUL JENKINS
NAME OF AUTHORIZED TRADING OFFICER

Signature

PAUL JENKINS
NAME OF AUTHORIZED TRADING OFFICER

Signature

Certificate

I/we, the undersigned(s), do hereby certify that: (a) the foregoing is a true and correct copy of a resolution duly passed by the directors, partners, members, associates or other applicable authorized individuals of the Account Holder, as applicable, which resolution is in full force and effect and unabridged as of the date hereof; (b) that the Account Holder has the power and authority to establish and maintain one or more accounts with RBC DS and such power is not restricted by, in the event that the Account Holder is a corporation, any provision contained in the Account Holder's articles or bylaws, or, in the event that the Account Holder is a partnership, investment club, association or other similar organization, in any agreement; (c) in the event that the Account Holder is a partnership, investment club, association or other similar organization, we agree to the terms and conditions set out in the General Account Agreement entitled "Additional Terms for Non-Corporate Entities", and (d) none of the individual Trading Officers listed out in the foregoing resolution are permanent residents of the United States of America and I agree to notify RBC DS immediately if any such Trading Officer becomes a permanent resident of the United States of America.

Note that all members of a partnership, investment club, association, or similar organization must sign this certificate. Please attach additional signatures if required.

PAUL JENKINS
NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZED INDIVIDUAL

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NAME OF AUTHORIZED INDIVIDUAL

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NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZED INDIVIDUAL

Signature

NAME OF AUTHORIZE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made and entered into as of the 6th of July, 2012, between:

INNOVATION PEI

("PEI")

- and -

7645686 CANADA INC.

D/B/A TRINITY BAY TECHNOLOGIES

("TBT")

(PEI and TBT are hereinafter collectively referred to as the "Parties" and individually as a "Party".)

WHEREAS:

(A) TBT and its affiliates have extensive knowledge of financial transaction processing, and also have extensive connections in the financial services industry and is in the process of determining a location to establish a financial services centre to carry out global and domestic financial transaction processing and other related services.

(B) PEI is interested in TBT locating the financial services centre in Prince Edward Island ("Province") and is willing to provide TBT with any necessary information and contacts it has in order to facilitate the creation of such a facility in the Province.

(C) TBT and PEI are willing to enter into formal discussions regarding the terms and conditions of an agreement to be entered into between them that will provide for the establishment by TBT of a financial services centre in the Province.

In consideration of the abovementioned premises, NOW IT IS AGREED as follows:

1. OBJECTIVE

The purpose of this MOU is to set out the parameters for the Parties to commence formal negotiations regarding the terms and conditions to be set out in an agreement to be signed by the Parties to establish a financial services centre in the Province.

2. RATIONALE

(a) It is envisioned that PEI will benefit from some of the following as a result of the arrangements contemplated in this MOU:

i. increased high paying skilled jobs to be located in the Province;

ii. increased tax revenue;

40292314.3
iii. global status as a global financial services centre;

iv. potential revenue sharing (dependent on type and level of investment in project by PEI);

v. a technology incubator to supply leads and contacts to Innovation PEI.

(b) It is envisioned that TBT will benefit from some of the following as a result of the arrangements contemplated in this MOU:

i. a favourable regulatory and tax system that is financial services industry friendly; and

ii. the co-operation of PEI to help facilitate the creation of the infrastructure necessary to establish the financial services centre in the Province.

3. COLLABORATION

The parties shall use their commercially reasonable efforts to enter into an agreement ("Agreement") setting out terms and conditions that will be satisfactory to both Parties to provide for the creation and ongoing operation of the financial services centre in the Province. The Agreement would contain terms and conditions typical of such an agreement and such other provisions necessary to reflect the matters described in this MOU or as are reasonably required and agreed to by the Parties. Upon entering into this MOU, the Parties agree to meet as soon as possible in order to commence negotiations in good faith, and to continue meeting as often as necessary to conclude the Agreement. PEI also agrees to make immediate efforts to establish a third party organization or agency dedicated to the establishment of a financial services centre in the Province. Each of the Parties agrees to co-operate with each other, including committing sufficient resources, to ensure a successful conclusion of negotiations of the Agreement.

4. EXCLUSIVITY

The Parties agree as follows for a period of sixty (60) days following the signing of this MOU (the "Exclusivity Period"):

(a) provided PEI is not in breach of its obligations hereunder, TBT nor any of its employees, officers, contractors, agents, representatives and/or professional advisors agrees not to discuss with any other Canadian provincial government the opportunity and know-how for a financial services centre to be created; and :

(b) provided TBT is not in breach of its obligations hereunder, PEI nor any of its employees, officers, contractors, agents, representatives and/or professional advisors agrees not to discuss with any entity its interest and/or capabilities in hosting or creating a financial services centre in the Province.
5. EXPENSES

Each Party will bear its own costs and expenses (i.e. those expenses related to travel and staff accommodation, etc.) incurred in connection with this MOU.

6. CONFIDENTIALITY

(a) In this MOU, "Confidential Information" means all information and data, including without limitation, all business, planning, performance, financial, product, trade secret, technical, sales, marketing, contractual, employee, supplier and customer information or data, disclosed orally, in writing or electronically.

(b) The receiving Party shall maintain the confidentiality of all Confidential Information disclosed to it by the disclosing Party, unless otherwise required by law, and shall take all necessary precautions against unauthorized disclosure of the Confidential Information, including unauthorized disclosure by the receiving Party’s authorized representatives, management, directors, employees, contractors or agents.

(c) Each Party must any Confidential Information in its custody or under its control by making reasonable security arrangements against such risks.

(d) If requested by the disclosing Party, the receiving Party will promptly destroy or return the Confidential Information and all copies, provided that the receiving Party shall only be required to use commercially reasonable efforts to destroy or return any Confidential Information stored electronically, and neither the receiving Party nor the receiving Party’s representatives shall be required to return or destroy any electronic copy of Confidential Information created pursuant to its or the receiving party’s representatives standard electronic back-up and archival procedures. The receiving Party will on request certify to the disclosing Party in writing of the fact of the return or destruction of the Confidential Information. If and to the extent that any Confidential Information is, in the manner permitted by this Section 8, not returned or destroyed upon the request of the disclosing Party, the obligations of the receiving Party to maintain the confidentiality of such Confidential Information shall survive indefinitely.

7. DURATION

(a) This MOU shall take effect as from the date first above written and shall remain in full force and effect until the earlier of: (i) the end of the Exclusivity period; and (ii) the date that the Agreement is executed, unless otherwise mutually agreed upon between Parties in accordance with this Section 7.

(b) Either Party may terminate this MOU upon providing 30 days written notice of such termination to the other party.

Neither TBT nor PEI shall make any public announcement concerning this MOU or the establish of a financial services centre or related negotiations without the other party's prior approval, except as may be required by law. If such an announcement is required by law, the Party required to make the announcement shall inform the other Party of the contents of the announcement proposed to be made and shall use its reasonable efforts to obtain the other Party's approval for the announcement, which approval may not be unreasonably withheld.

9. CONSEQUENTIAL LOSS

Save as expressly set out herein, neither of the Parties shall be liable to the other for any consequential or economic loss suffered by the other as a result of a breach of this MOU.

10. GOVERNING LAW

This MOU shall be governed and construed in accordance with the laws of the Province of Prince Edward Island and the applicable laws of Canada as applied therein.

11. NON-BINDING NATURE

This MOU is a record of the general understandings reached among the Parties and, except for the provisions of Section 4, 6, 7 and 8, is not intended to have legal effect and shall not constitute a binding agreement among the Parties. Each Party shall act in good faith in all further discussions and negotiations relating to the matters contemplated by this MOU. However, for the avoidance of doubt, neither Party is obliged to enter into further agreements.

12. COUNTERPARTS

This MOU may be executed by counterparts, and signatures exchanged by facsimile are effective for all purposes hereunder to the same extent as original signatures.

IN WITNESS WHEREOF the Parties have executed this MOU as of the date first above written.

INNOVATION PEI

7645686 CANADA INC.

O/A TRINITY BAY TECHNOLOGIES

Authorized Signatory

Authorized Signatory
Federal Corporation Information - 7645686

**Corporate Name**
7645686 CANADA INC.

**Status**
Active

**Registered Office Address**
220 Water Street
Charlottetown PE C1A 9M5
Canada

**Governing Legislation**
Canada Business Corporations Act - 2010-09-10

<table>
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<tr>
<th>Directors</th>
<th>Minimum</th>
<th>Maximum</th>
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</thead>
<tbody>
<tr>
<td>Paul Jenkins</td>
<td>1</td>
<td>10</td>
</tr>
</tbody>
</table>

Active CBCA corporations are required to update this information within 15 days of any change.

**Annual Filings**

- **Anniversary Date (MM-DD)**: 09-10
- **Annual Filing Period (MM-DD)**: 09-10 to 11-09

**Date of Last Annual Meeting**: 2012-08-31

**Status of Annual Filings**
- 2013 - Not due
- 2012 - Filed
- 2011 - Filed

**Type of Corporation**
Non-distributing corporation with 50 or fewer shareholders

**Corporate History**
**Corporate Name History**
2010-09-10 to Present 7645686 CANADA INC.

**Certificates and Filings**

- **Certificate of Incorporation**: 2010-09-10
October 5, 2012

Steven Dowling  
PEI Securities Office  
PO Box 2000  
Charlottetown, PE C1A 7N8

Dear Mr. Dowling:

Re: 7645686 Canada Inc.

Further to our recent discussions, I enclose a copy of the resignation which I have submitted dated October 5, 2012, respecting my capacity as director of 7645686 Canada Inc. As I have advised you previously, I have not had any involvement in this company since its incorporation in September 2010, and have no knowledge of any of its business activities carried out since that time.

Yours truly,

J. Paul Jenkins
To: Shareholders of 7645686 Canada Inc.

The undersigned hereby resigns as a director and officer of 7645686 Canada Inc., effective immediately.

Dated this 5th day October, 2012.

J. Paul Jenkins
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Valid until / Valide jusqu'au 2013Au28
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<th>TRADE-MARK / MARQUE DE COMMERCE</th>
<th>APP. NO. / NO. D'APPL.</th>
<th>REG. NO. / NO. ENR.</th>
<th>REG. DATE / DATE ENR.</th>
<th>STATUS / STATUT</th>
<th>OWNER / PROPRIÉTAIRE</th>
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<td>1283595</td>
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<td>TRINITY</td>
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<td>TMA</td>
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<td>IRONCLAD GAMES CORPORA</td>
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<td>TRINITY WESTERN UNIVERSITY</td>
<td>0001484</td>
<td>TMA358792</td>
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<td>Activities in servicing the community as an educational institution</td>
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<td>1218216</td>
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<td>TRINITY INNOVATIONS INC</td>
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<td>Chemical injection systems for oil and gas wells. (2) Flow dividers</td>
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<td>TRINITY</td>
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<td>TMA646130</td>
<td>2005Au19</td>
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<td>BEN JUNIPER ENTERPRISE</td>
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<td>Knitwear garments, namely, knit shirts, sweaters and socks, tops,</td>
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<td>TRINITY BROADCASTING NETWORK</td>
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<td>Pre-recorded audio tapes and cassettes, video tapes and cassettes</td>
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<td>THE BUSINESS TRINITY</td>
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<td>2008No25</td>
<td></td>
<td>JIM CARWIDGE</td>
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<td>Arranging and conducting employer training seminars, business mana</td>
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<td>TRINITY</td>
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<td>TONGLING TRINITY TECHN</td>
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<td>Die-cutting machines; die-stamping machines; molds, namely, bullet</td>
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<td>Medical aesthetic device utilizing light, laser and radio frequency</td>
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<td>NY THERMAL INC</td>
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<td>Heating boiler</td>
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<td>Antennas. Carrying on the</td>
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<td>Real estate development services, design and construction of resid</td>
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<td>GIANT MANUFACTURING CO</td>
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<td>Bicycles, collapsible bicycles, electric bicycles and electric col&gt;</td>
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<td>Items of jewellery in precious metals or coated therewith, medals.;</td>
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<td>Aband-36</td>
<td>IZ TECHNOLOGY CORPORAT</td>
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<td>Digital audio recording devices, components and accessories.</td>
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<td>Wallets, handbags, name card cases and credit card cases, purses.</td>
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<td>Chaise emplâble / visiteur,</td>
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<td>DASHWOOD INDUSTRIES IN</td>
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<td>Searched</td>
<td>1530827 ONTARIO INC.</td>
<td>10.28.35.41.</td>
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<td>Supports and braces for use in sports medicine; footwear, namely o&gt;</td>
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<td>TRINITY ELITE</td>
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<td>BLACKSTONE MEDICAL, IN</td>
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<td>Processed cellular bone matrix containing stem cells that stimulat&gt;</td>
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<td>TRINITRON</td>
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<td>SONY KABUSHIKI KAISHA.</td>
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<td>Radio and television transmitting and receiving sets, video-tape r&gt;</td>
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<td>TRINITY RAIL GROUP</td>
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<td>6671859 CANADA INC.</td>
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<td>Uninterruptable electrical power supplies.</td>
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<td>TRINITY</td>
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<td>1980Se05</td>
<td>MARK MERRENS.</td>
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<td>Loud speakers, amplifiers, turntables, hi-fi equipment, etc.</td>
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(d) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, to or by any third parties for any injuries or damages not caused by HP's negligence which result from the Customer's access to or use of any such report or data and operation of any machines in the control of HP, from the Customer's use of HP's premises or premises upon which HP is authorized to use, or from any error or inaccuracy in the preparation and formulation of a request for a NUANS Report.

(e) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a NUANS Report or a NUANS Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such Report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a NUANS Report or a NUANS Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any NUANS Report.

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(b) La responsabilité de HP pour tout dommage direct résultant de la négligence de HP ou de la violation du contrat dans l'exécution des services (y compris la fourniture de données et de rapports) en vertu des présentes sera limitée au montant total des frais exigés pour les services qui ont donné lieu à la perte ou au dommage.

(c) Si le client est obligé de redemander un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renoncer à tous les frais associés à cette demande, à condition que HP soit exempté de toute responsabilité si le manquement est dû à un cas de force majeure, à des émeutes, à des insurrections ou à toute autre cause indépendante de la volonté de HP, par ailleurs, le client sera aussi tenu de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prétendue de chaque manquement.

(d) Le client convient d'indemniser HP et de se dégager de toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP qu'il a utilisé, locaux de HP ou de locaux qui HP est autorisée à utiliser, ou d'une erreur ou inexactitude s'inscrite dans les données et la formulation d'une demande de rapport NUANS.

(e) Le client reconnait que HP est soumise à certaines restrictions liées au temps et à d'autres facteurs lorsqu'elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et qu'elle devra donc prévoir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut être tenu responsable par le client ou toute tierce partie en cas d'omission de livraison dans le rapport NUANS ou le rapport de recherche préliminaire NUANS ou de toute dénomination et remarque de commerce avec droit périssable. HP décline expressément toute responsabilité découlant d'incidences ou d'omissions dans le rapport NUANS.

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<th>Abbreviation/Abbr.</th>
<th>English Term</th>
<th>Terme français</th>
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<td>Jur.</td>
<td>Jurisdiction Code</td>
<td>Code de juridiction</td>
</tr>
<tr>
<td>No</td>
<td>Company Number</td>
<td>Numéro de l'entreprise</td>
</tr>
<tr>
<td>Date</td>
<td>Incorporation Date</td>
<td>Date d'incorporation</td>
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<tr>
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<td>City</td>
<td>Ville</td>
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<td>EP</td>
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Latest NUANS update dates / Dernière mise à jour de NUANS

CD 2013Ja23  NB 2013Ja01  NL 2012De31  NS 2013Ja28  OSFi 20110c21  PE 2013Ja24

TM Update/Mise à jour des MC 2013Ja22 App. No./No. App. 1810100 Filed/Déposé 2013Ja16
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<tr>
<td>BFP BAJUS FINANCIAL PARTNERS &amp; TRIPLE 5W</td>
<td>1563817</td>
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<td>Advertisd</td>
<td>BAJUS FINANCIAL LTD.</td>
<td>36.</td>
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<td>Financial planning services, namely advising business owners on e&gt;</td>
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<td>FIRST BOSTON GLOBAL CU</td>
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<td>MACK TRUCKS, INC.</td>
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<td>THE FINANCIAL TEAM</td>
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<td>Planification financiere; gestion de placements, analyse financier&gt;</td>
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<td>Books, booklets, newsletters, periodicals, directories, graphs, re&gt;</td>
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<td>DOWN-TO-EARTH FINANCIAL MANAGEMENT, YOUR</td>
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<td>MONEY CONCEPTS CANADA</td>
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<td>Sale of financial products, namely: segregated funds, life insurance&gt;</td>
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<td>On-line credit approval, leasing and financing program designed to&gt;</td>
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<td>MD EMERGING MARKETS FUND</td>
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<td>MAPLE PARTNERS FINANCIAL PRODUCTS LIMITE</td>
<td>1004983</td>
<td>TMA529921</td>
<td>2000Jn30</td>
<td>MAPLE BANK GMBH</td>
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<td>Financial services and the provision of financial products namely&gt;</td>
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<td>THE FARM MARKET</td>
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<td>2003Mr20</td>
<td>BEN INC.</td>
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<td>Real estate agencies and real estate brokerage services&gt;</td>
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<td>LA CAPITALE FINANCIAL MANAGEMENT INC.</td>
<td>1120970</td>
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<td>LA CAPITALE ASSUREUR D</td>
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<td>Tous les services d'une compagnie dans le domaine financier nommee&gt;</td>
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<td>ARC FINANCIAL GROUP LT</td>
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<td>Investment and production management focused on the energy sector&gt;</td>
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</table>

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### Trade-mark Report / Rapport des marques de commerce

**108105853**  
**FINANCIAL MARKETS**

*This report does not constitute a Trade-mark reservation / Ce rapport ne constitue pas de réservation de marque de commerce*

<table>
<thead>
<tr>
<th>TRADE-MARK / MARQUE DE COMMERCE</th>
<th>APP. NO. / NO. APP.</th>
<th>REG. NO. / NO. ENR.</th>
<th>REG. DATE / DATE ENR.</th>
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<td>Financial services, namely, lending money, protecting auto leasing</td>
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<td>Financial services, namely, leasing money, providing financial services, specifically, the rental of property</td>
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<td>MAXA FINANCIAL</td>
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<td>Services of a credit union; financial services, specifically, the operation of a credit union</td>
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<td>BANQUE NATIONALE DU CANADA MARCHES FINAN</td>
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<td>Investment banking; corporate banking and financial services, specifically,</td>
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<td>Investment banking; corporate banking and financial services, specifically,</td>
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<td>Investment banking; corporate banking and financial services, specifically,</td>
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<td>Financial services, namely, financial analysis, financial clearance</td>
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<td>RBC FINANCIAL PLANNING</td>
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<td>Financial services, namely investment and retirement services</td>
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<td>Banking services</td>
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<td>FINANCIAL WAYS</td>
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<td>Life, disability and general insurance services, and financial services</td>
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<td>NFP NATIONAL FINANCIAL PARTNERS</td>
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<td>Business administration services, business management services, building</td>
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<td>Printed publications, namely magazines and periodicals; operating internation</td>
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Valid until / Valide jusqu'au 2013/04/24

**NUANS® Name Search System**

Système de Recherche du Nom NUANS®

**P.E.I.**

**AJR0031 V=36**
**CONDITIONS GÉNÉRALES**

Définitions:

On entend par « client » une personne, une entreprise ou toute autre entité qui reçoit directement ou indirectement de HP un rapport NUANS en conformité avec une entente écrite avec HP, ou qui compte sur un tel rapport sans avoir conclu d'entente écrite avec HP.

(a) Sauf mention contraire dans le présent contrat, HP ne reconnaît aucune représentation ni garantie explicite ou implicite, verbale ou écrite, dans les faits ou par l'effet de la loi, ou de toute autre disposition. HP ne peut en aucun cas être tenu responsable de dommages spéciaux, indirects ou accessoires, dont les dommages résultants de l'obtention ou de l'utilisation par le client des données, rapports ou services fournis en vertu, des présentes, y compris toute responsabilité découlant d'inexactitudes ou omissions dans les rapports NUANS ou dans les rapports de recherche préliminaire NUANS.

(b) La responsabilité de HP pour tout dommage direct résultant de la négligence de HP ou de la violation du contrat dans l'exécution des services (y compris la fourniture de données et de rapports) en vertu des présentes sera limitée au montant total des frais exigés pour les services qui ont donné lieu à la perte ou au dommage.

(c) Si le client est obligé de réembaucher un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renouer à tous les frais associés à cette demande, à condition que HP soit exempté de toute responsabilité si le manquement est dû à un cas de force majeure, ou à des émeutes, ou à des interventions d'autre cause indépendante de la volonté de HP, par ailleurs, le client se réserve le droit de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prévue de chaque manquement.

(d) Le client s'engage à indemniser HP et de dégager toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP qui a utilisé les locaux ou des locaux que HP est autorisée à utiliser, ou qu'une erreur ou une inexactitude s'est glissée dans la préparation ou la formulation d'une demande de rapport NUANS.

(e) Le client reconnait que HP est soumise à certaines restrictions légales au temps et à d'autres facteurs lorsque elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et il devra donc en prévoir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut en aucun cas être tenu responsable pour le client ou toute tierce partie en cas de non-divulgation dans le rapport NUANS ou le rapport de recherche préliminaire NUANS de toute dénomination et remise de commerce avec droit prioritaire. HP décline expressément toute responsabilité découlant d'inexactitudes ou d'omissions dans le rapport NUANS.

---

**Abbreviation/Abréviation** | **English Term** | **Terme français**
---|---|---
Jur | Jurisdiction Code | Code de juridiction
No | Company Number | Numéro de l'entreprise
Date | Incorporation Date | Date d'incorporation
EP | Extra-Provincial Code | Code extra-provincial
Type | Company Type | Type de l'entreprise
Status/Statut | Legal Status | Statut légal
Stat Date/Date eff | Status Date | Date effective
Bus/Act | Line of Business | Secteur d'activité

---

Latest NUANS update dates / Dernière mise à jour de NUANS

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<thead>
<tr>
<th>Abbreviation/Abréviation</th>
<th>English Term</th>
<th>Termé français</th>
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<tr>
<td>AB Bus. 2013Ja21</td>
<td>AB Corp. 2013Ja21</td>
<td>BC Corp. 2013Ja22</td>
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<td>NB 2013Ja01</td>
<td>NL 2012De31</td>
<td>NT Corp. 2013Ja22</td>
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<td>ON Bus. 2013Ja19</td>
<td>ON Corp. 2013Ja23</td>
<td>NU Corp. 2013Ja23</td>
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<tr>
<td>TM Update/Mise à jour des MC 2013Ja22</td>
<td>App. No./No. App. 1610100</td>
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BUSINESS NAMES REPORT

Business name registered under the Business Names Act
FINANCIAL MARKET TECHNOLOGIES

Business Identification Number
220011845

Business Type
BUSINESS NAME - CORPORATION

Mailing Address
220 WATER STREET
CHARLOTTETOWN
PRINCE EDWARD ISLAND
CANADA, C1A 9M6

Activity being carried out
IT IN FINANCIAL MARKETS

Registration Date
2012/01/04

Renewal Date
NOT APPLICABLE

Business Address in Ontario
45 O'CONNOR STREET
No 20TH FLOOR
OTTAWA
ONTARIO
CANADA, K1P 1A4

Expiry Date
2017/01/03

Amendment Date(s)
NOT APPLICABLE

Last Document Filed
NEW REGISTRATION

Last Document Filed Date
2012/01/04

Cancellation Date
NOT APPLICABLE
BUSINESS NAMES REPORT

Business name registered under the Business Names Act
FINANCIAL MARKET TECHNOLOGIES

Business Identification Number
220011845

Business Type
BUSINESS NAME - CORPORATION

Corporation Name
7645686 CANADA INC.

Corporation Number
1865240

Corporation Registered/Head Office Address
220 WATER STREET
CHARLOTTETOWN
PRINCE EDWARD ISLAND
CANADA, C1A 9M5

Jurisdiction of Corporation
CANADA

Corporation Status
REFER TO JURISDICTION

Person Authorizing the Registration
JESSOP,
GARY

This Report sets out the most recent information registered on or after April 1, 1994 and recorded in the Ontario Business Information System as of the last business day.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.
This MD&A is dated June 29, 2012 and should be read in conjunction with the unaudited quarterly consolidated financial statements for the three and nine month period ended April 30, 2012.

Forward-Looking Statements

All statements made in this MD&A, other than statements of historical fact, are forward-looking statements. The words “anticipate”, “believe”, “estimate”, “expect”, “intend”, “may”, “plan”, “will”, and similar expressions typically are used to identify forward-looking statements. Forward-looking statements are based on the then-current expectations, beliefs, assumptions, estimates and forecasts about the Company’s business and the industry and markets in which it operates. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions which are difficult to predict.

Therefore, actual outcomes and results may differ materially from what is expressed or implied by these forward-looking statements due to a number of factors, including but not limited to the Company’s access to additional capital to fund future activities, the loss of mineral properties or the inability to obtain mining licences, the inherently risky nature of the Company’s activities and its lack of experience in bringing an exploration property into production, foreign exchange fluctuations, the political stability and economic uncertainty of those areas in which the Company carries on operations and the lack of infrastructure in those areas, title risks, the risks and uncertainties associated with joint ventures and the Company’s reliance on third parties, statutory and regulatory compliance, the adequacy and availability of insurance coverage, the Company’s dependence upon employees and consultants and fluctuations in mineral prices.

These risks, as well as others, could cause actual results and events to vary significantly. The Company expressly disclaims any intent or obligation to update these forward-looking statements, unless the Company specifically states otherwise.

General Overview

The Company is a reporting issuer in Ontario and was incorporated under the laws of the Province of British Columbia on July 19, 1979 and changed its province of Registration and continued under the Ontario Business Corporations Act (OBCA) on September 19, 1997. Revolution Technologies Inc. is a Canadian public company whose shares are quoted in the US OTC market and are trade reported under the pink sheets. The Company’s past activities included acquiring mineral exploration properties and conducting exploration programs.

The Company’s principal business activity is to identify and evaluate business opportunities with the objective of completing a business transaction by way of asset acquisition, merger or reverse take-over. Upon the identification of a potential business or asset acquisition with a view to completing a transaction, the Company may, in order to finance the Company’s future development and expansion, seek to raise additional funds until such time as cash flow from its potential acquisition is sufficient to fund internal growth. The timing and ability of the Company to fulfill this objective will depend on the liquidity of the financial markets as well as the willingness of investors to finance such a business. Such future financing may be completed by the issuance of the Company’s securities.
As at April 30, 2012, the directors and officers of the Company were:

Sean Felker  
Colin James  
Steve Anderson  
CEO, CFO and Director  
Corporate Secretary  
Independent Director  

**Overall Performance**

**Financial Data and Analysis**

The Company incurred a net loss(gain) of $60,958 (2011 – $(15,099)) or $151,157 (2011 - 64,920) during the three and nine month periods, respectively. The increased loss is primarily attributed to the one-time gain realized on the sale of Canada Iron shares in the previous comparative period. The company continues to operate at minimum levels due to lower business activities.

Management and Consulting fees of $60,000 (2011 - $12,000) increased slightly as the company began work in search of a new business opportunity.

As at April 30, 2012, the Company has a working capital deficit of $350,454 (2011 - $199,298) and a shareholders’ deficiency of $350,454 (2011 – $199,298). The Company continues to actively seek a business transaction by way of asset acquisition, merger or reverse take-over. The application of the going concern assumption is dependent upon the Company’s ability to generate future profitable operations and obtain necessary financing to do so. Working capital continues to be in deficit due to the inability to raise funds in the equity markets while short term liabilities included a tax assessment plus interest of $99,438 from a flow through share tax penalty regarding the failure to spend flow through funds in the required time period due to exploration supplier delays.

At April 30, 2012, the Company had cash of $1,078 compared to $10,256 in the same period last year. The cash balance continues to be minimal given the lack of available funding for company operations.

**Financing**

Company did not complete any financing activities in the period.


Business Operations Discussion and Commentary

Risks and Uncertainties

Investment in the Company is highly speculative due to the proposed nature of the Company’s business and its present stage of growth. The Company has only recently divested of its exploration projects and currently has no active business or assets other than cash and shares of a private company. The Company does not have a history of earnings, nor has it paid any dividends, given the current conditions it is not likely to generate future earnings or pay dividends.

Investors must be prepared to rely entirely on the experience of directors and management of the Company and potentially risk the loss of their entire investment. The directors and officers of the Company will devote only part of their time and attention to the affairs of the Company and there are potential conflicts of interest to which some of the directors and officers of the Company will be subject in connection with the operations of the Company.

There can be no assurance that an active and liquid market for the Company’s common shares will develop and an investor may find it difficult to resell the common shares. The Company has only limited funds with which to identify and evaluate possible business transactions and there can be no assurance that the Company will be able to identify or complete a suitable business transaction and may involve the acquisition of a business or assets located outside of Canada.

Results of Operations

April 30

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Office, general and investor relations</td>
<td>118</td>
<td>7,865</td>
</tr>
<tr>
<td>Consulting and management fees</td>
<td>138,000</td>
<td>87,000</td>
</tr>
<tr>
<td>Interest and bank charges</td>
<td>135</td>
<td>174</td>
</tr>
<tr>
<td>Occupancy costs</td>
<td>0</td>
<td>7,800</td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$138,252 $102,839</td>
<td></td>
</tr>
</tbody>
</table>

The decreased loss is primarily attributed to the continued actions of management to reduce operating costs due to lower business activity.
Summary of Quarterly Results

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue</td>
<td>$9,362</td>
<td>Nil</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Net Income (loss)  
(59,301) (58,847) 9,026 (15,099) (29,259) (44,162) (46,036) (60,958)

Per Share

Expenses continue to be maintained at minimal levels required to continue running the current operations. All extraneous cost have been eliminated or reduced to maintain the going concern basis of the company.

Liquidity and Capital Resources

The Company does not have any active business, and accordingly, the Company has no revenues. The Company finances its operations by raising capital in the equity markets.

As at April 30, 2012 the Company has a working capital deficit of $350,454 which included cash of $1,078. The application of the going concern assumption is dependent upon the Company's ability to generate future profitable operations and obtain necessary financing to do so. Working capital was in deficit due to the inability to raise adequate equity funds in the market, and a continuing tax assessment of $99,438 from a flow through share tax penalty regarding the failure to spend flow through funds in the required time period due. When necessary the Company will actively seek to raise the necessary capital to meet its funding requirements. There can be no assurance that additional funding will be available.

Commitments

The company has no automobile or office leases outstanding.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements.

Transactions with Related Parties

For the period, consulting and management fees amounting to $50,000 (2011 - $3,000) were charged by officers and directors of the Company and by companies controlled by officers and directors of the Company. As at April 30, 2012 accounts payable and accrued liabilities include $128,700 (2011 - $10,530) owing to these related parties.

These transactions are in the normal course of business and are recorded at the exchange value established and agreed upon by the related parties.
Proposed Transactions

During the prior quarter the corporation entered into a letter of intent which, should the transaction close, provides that the Company will acquire certain operating assets from a financial markets technology provider. Neither party has completed their confirmatory due diligence and final closing date has not yet been determined. The company continues to work towards the successful completion of the transaction.

Critical Accounting Estimates

Stock-based compensation

Stock-based compensation is determined using the Black-Scholes option pricing model, which requires the input of subjective assumptions, including the expected price volatility of the Company's common shares and the expected life of the options. Changes in these input assumptions can materially affect the estimate of fair value.

International Financial Reporting Standards ("IFRS"):

The significant accounting policies used by the company are disclosed in Note 3 to the Financial Statements. Certain accounting policies require that management make appropriate decisions with respect to the formulation of estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. Management reviews its estimates on a regular basis. The emergence of new information and changed circumstances may result in actual results or changes to estimate amounts that differ materially from current estimates. The following discussion helps to assess the critical accounting policies and practices of the Corporation and the likelihood of materially different results being reported.

Transition to and Initial Adoption of IFRS

The Canadian Accounting Standards Board has confirmed that IFRS will replace current Canadian generally accepted accounting principles ("Canadian GAAP") for publicly accountable enterprises, including the Corporation, effective for fiscal years beginning on or after January 1, 2011.

The unaudited condensed interim financial statements have been prepared in accordance with International Accounting Standard 34, Interim Financial Reporting ("IAS 34"). Accordingly, they do not include all of the information required for full annual financial statements required by IFRS as issued by the International Accounting Standards Board ("IASB") and interpretations of the International Financial Reporting Interpretations Committee ("IFRIC"). Previously, the Corporation prepared its annual and interim financial statements in accordance with Canadian GAAP.

The accounting policies set out below have been applied consistently to all periods presented in the unaudited condensed interim financial statements. They also have been applied in preparing an opening IFRS balance sheet at August 1, 2010 for the purposes of the transition to IFRS, as required by IFRS 1, First Time Adoption of International Financial Reporting Standards (IFRS 1).

The unaudited condensed interim financial statements have been prepared on the basis of IFRS standards that are expected to be effective or available for early adoption by the Corporation on July 31, 2012, the Corporation’s first annual reporting date under IFRS. The Corporation has made certain assumptions about the accounting policies expected to be adopted when the first IFRS annual financial statements are prepared for the year ended July 31, 2012.
Impact of Adopting IFRS on the Corporation’s Business

As management had anticipated, given the limited number of transactions that the Corporation has entered into, the impact on the adoption of IFRS had no impact on the Corporation’s financial position, financial performance and cash flows. Specifically, the main areas of accounting focus for the Corporation to date have been, and will continue to be the issuance of share capital, the recording of share based payments and the recording of cash transactions for which there are very few or no significant differences between IFRS and Canadian GAAP.

The adoption of IFRS has resulted in some changes to the Corporation’s accounting systems and business processes; however the impact has been minimal. The Corporation has not identified any contractual arrangements that are significantly impacted by the adoption of IFRS.

The Corporation’s management and advisers involved in the preparation of financial statements have been appropriately trained on the relevant aspects of IFRS and the changes to accounting policies.

The Board of Directors and Audit Committee have been regularly updated through the Corporation’s IFRS transition process, and are aware of the key aspects of IFRS affecting the Corporation.

First-time Adoption of IFRS

IFRS 1 does not permit changes to estimates that have been made previously. Accordingly, estimates used in the preparation of the Corporation’s opening IFRS statement of financial position as at the Transition Date are consistent with those that were made under Canadian GAAP.

Impact of Adopting IFRS on the Corporation’s Accounting Policies

The Corporation has changed certain accounting policies to be consistent with IFRS as is expected to be effective or available for early adoption on July 31, 2012, the Corporation’s first annual IFRS reporting date. However, these changes to its accounting policies have not resulted in any significant change to the recognition and measurement of assets, liabilities, equity, revenue and expenses within its financial statements.

The following summarizes the significant changes to the Corporation’s accounting policies on adoption of IFRS:

Impairment of (Non-financial) Assets

IFRS requires a write down of assets if the higher of the fair market value and the value in use of a group of assets is less than its carrying value. Value in use is determined using discounted estimated future cash flows. Current Canadian GAAP requires a write-down to estimated fair value only if the undiscounted estimated future cash flows of a group of assets are less than its carrying value.

The Corporation’s accounting policies related to impairment of non-financial assets have been changed to reflect these differences. There is no impact on the unaudited condensed interim financial statements.

Impact of Adopting IFRS on the Corporation’s Financial Statements

(i) Transition date unaudited condensed statement of financial position

The Corporation’s Transition Date IFRS unaudited statement of financial position is included as comparative information in the unaudited condensed interim statements of financial position in the financial statements. The changes in accounting policies resulting from the Corporation’s adoption of IFRS had no impact on the unaudited
interim statement of financial position as at the transition date of August 1, 2010. The changes in accounting policies resulting from the Corporation’s adoption of IFRS had no impact on the unaudited statement of operations and comprehensive loss for the year ended July 31, 2011 and the three month period ended October 31, 2010.

(ii) Comparative unaudited condensed financial statements

The changes in accounting policies resulting from the Corporation’s adoption of IFRS had no impact on the unaudited statement of financial position as at July 31, 2011. The changes in accounting policies resulting from the Corporation’s adoption of IFRS had no impact on the unaudited statement of operations and comprehensive loss for the year ended July 31, 2011 and the three month period ended October 31, 2011.

Accounting standards issued but not yet applied

IFRS 7 Disclosures – Transfers of Financial Assets (“IFRS 7”), was amended on October 7, 2010 to provide enhanced disclosures pertaining to the transfer of financial assets. The amendments require additional disclosure on the transfer of financial assets, including the possible effects of any residual risks that the transferring transactions are undertaken by an entity around the end of a reporting period. These amendments are effective as of July 1, 2011. The Corporation is currently evaluating the impact of these amendments to IFRS 7 on its financial statements.

IFRS 9 Financial Instruments: classification and measurement (“IFRS 9”), was issued by the International Accounting Standards Board on November 12, 2009 and is the first step to replace 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 assets. The new standard also requires a single impairment method to be used, replacing the multiple impairment methods in IAS 39. IFRS 9 is effective for annual periods beginning on, or after January 1, 2013. The Corporation is currently evaluating the impact of IFRS 9 on its financial statements.

Financial Instruments

Fair values

The fair values of cash, accounts receivable, accounts payable and accrued liabilities, approximate their carrying value due to the short term maturity of these instruments.

At April 30, 2012, the Corporation does not hold any financial instruments for which it has elected to apply hedge accounting. Consequently, the Corporation’s financial instruments were recorded at fair value on the statement of financial position with changes to fair value being reported in the statement of operations and comprehensive loss.

Risks

The Corporation is exposed to financial risks arising from its financial assets and liabilities. The Corporation manages its exposure to financial risks by operating in a manner that minimizes its exposure to the extent practical. The main financial risks affecting the Corporation are as follows:

Credit risk

The Corporation’s is exposed to credit risk with respect to its cash and cash equivalents. However, this risk is minimized as cash and cash equivalents are held at a major financial institution.

Total credit risk at April 30, 2012 is comprised of $1,078 in cash (July 2011 - $9,029) and $23,137 in accounts receivable (July 2011 - $22,063).
Market risk

Market risk consists of foreign exchange and interest rate risk that may affect the value of the Corporation's financial instruments.

(i) Interest rate risk

Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. The Corporation's cash equivalents are subject to interest rate price risk as the value will fluctuate as a result of changes in market rates. Furthermore, the Corporation currently has no debt and, therefore, has no interest rate risk.

(ii) Foreign currency exchange risk

Foreign currency exchange risk is the risk that future cash flows will fluctuate as a result of changes in foreign exchange rates. The Corporation does not have any exposure to any highly inflationary foreign currencies.

Liquidity risk

Liquidity risk is the risk that the Corporation will not be able to meet its financial obligations as they are due. The Corporation's approach to managing liquidity is to ensure, as far as possible, that it will have sufficient liquidity to meet its liabilities when due without incurring unacceptable losses or risking harm to the Corporation's reputation.

Capital Management

The Corporation manages its capital structure and makes adjustments to it in light of changes in economic conditions. Shareholders' equity and working capital are the components of the Corporation's capital structure to be managed. The most significant alternatives available for the management of the capital structure include adjusting capital spending to manage projected debt levels or to issue shares when management and the Board of Directors feel the timing is appropriate.

Management continually monitors the Corporation's projected spending and its net debt to maintain a sound capital position. Working capital which includes cash is a non-GAAP measure which is determined on the following basis:

Income Taxes

The determination of income and other tax liabilities requires interpretation of complex laws and regulations. All tax filings are subject to audit and potential reassessment. Accordingly, the actual income tax liability may differ significantly from the estimated amount recorded by management.

Stock Based Compensation

The Corporation has a stock-based compensation plan. Stock based compensation and other stock based payments granted to employees, officers, directors and consultants are accounted for using the fair value method which requires the Corporation to estimate the future volatility of the Corporation's share price, future dividend payments and the expected life of the options.
Financial Instruments and Other Instruments

The Company designates its cash and cash equivalents as held-for trading, which is measured at fair value. Sundry receivables are classified as loans and receivables, which are measured at amortized cost. Accounts payable and accrued liabilities are classified as other financial liabilities which are measured at amortized cost. Due to the short term nature of these instruments, their carrying value approximates their fair value.

Other Information
Additional disclosure for Corporations without Significant Revenue

The following table sets forth a breakdown of material components of the operating general and administrative costs.

Three Month Period Ended April 30:

<table>
<thead>
<tr>
<th></th>
<th>2012</th>
<th>2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>General and administrative expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consulting and Management fees</td>
<td>60,000</td>
<td>12,000</td>
</tr>
<tr>
<td>Office and general</td>
<td>45</td>
<td>135</td>
</tr>
<tr>
<td></td>
<td>60,045</td>
<td>12,135</td>
</tr>
</tbody>
</table>

Shares Outstanding at April 30, 2012.

Shares
Authorized: Unlimited number of common shares.

Outstanding: 306,477,000 common shares

Warrants
Outstanding: 60,000,000

<table>
<thead>
<tr>
<th>Exercise Price</th>
<th>Warrants outstanding</th>
<th>Warrants expired</th>
<th>Expiry Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.015</td>
<td>60,000,000</td>
<td>Nil</td>
<td>Dec-31-12</td>
</tr>
<tr>
<td></td>
<td>60,000,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Stock options
Authorized: 40% of the issued and outstanding common shares at the date of granting, which on October 31, 2011 represents 122,590,800 stock options.

Outstanding: Nil
Disclosure of Internal Controls:

Management is responsible for designing internal controls over financial reporting or causing them to be designed under their supervision, in order to provide reasonable assurance regarding the reliability of financial reporting of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. Management has designed internal controls for the Corporation for the period ended April 30, 2012 and year ended July 31, 2011. Management identified one source of risk that the internal controls may not prevent or detect a material misstatement to the financial statements.

Due to the limited number of staff, it is not feasible to achieve ideal segregation of incompatible duties or to have advanced technical accounting expertise sufficient to address all possible incompatible complex or non-routine accounting transactions or issues that may arise.

Other compensating internal controls over financial reporting and procedures to address these risks were designed, executed and reported to the Audit Committee. The compensating internal controls provided management with reasonable assurance that there is remote likelihood that a material misstatement would not be prevented or detected. Management and the Board of Directors work to mitigate the risk of material misstatement in financial reporting, however, there can be no assurance that this risk can be reduced to less than a remove likelihood of a material misstatement.

A control system, no matter how well designed or operated, can provide only reasonable assurance, not absolute assurance that the objectives of the control system are met.

BUSINESS RISKS AND UNCERTAINTIES

The Company advises readers that this Report contains a number of forward-looking statements that involve a number of risks and uncertainties. Such information, although considered reasonable by at the time, may ultimately prove incorrect, too optimistic or too pessimistic, and actual results may differ materially from those anticipated in the statements. For this purpose, any statements contained within this Report that are not statements of historical fact may be deemed forward looking.

In common with all public companies, and especially smaller companies, Revolution Technologies Inc. is subject to considerable market volatility affecting foreign exchange and interest rates, the availability and cost of capital financing, and market liquidity for its common shares. The Company does not participate in hedging of foreign exchange or interest rates, as it considers such activities to be highly risky and a distraction from its primary areas of focus.

Approval

The Board of Directors has approved the disclosure contained in this interim MD&A. A copy of this MD&A and previously published financial statements, MD&A’s as well as other information is available on the SEDAR website at www.sedar.com.

On behalf of the Board
Revolution Technologies Inc.
(Signed)
“Sean Felker” Chairman, CEO and CFO
IN THE MATTER OF THE SECURITIES ACT,
R.S.O. 1990, CHAPTER S.5, AS AMENDED (THE "ACT")

AND

IN THE MATTER OF

REVOLUTION TECHNOLOGIES INC.

NOTICE OF ORDER
(Paragraphs 127(1)(2))

TAKE NOTICE that the Director made an order under paragraph 2 of subsection 127(1) of the Act that all trading in the securities of

REVOLUTION TECHNOLOGIES INC.

whether direct or indirect, cease until the order is revoked by the Director.

DATED at Toronto this 18th day of December, 2012.

Ontario Securities Commission

"Lisa Enright"

Lisa Enright
Manager, Corporate Finance Branch

TO: The Secretary
Revolution Technologies Inc.
265 Rimrock Road Unit 1
North York, ON
M3J3C6

CC: Equity Transfer Services
IN THE MATTER OF THE SECURITIES ACT,
R.S.O. 1990, CHAPTER S.5, AS AMENDED (THE "ACT")

AND

IN THE MATTER OF

REVOLUTION TECHNOLOGIES INC.

ORDER
(Paragraphs 127(1)2)

WHEREAS on December 6th, 2012,

REVOLUTION TECHNOLOGIES INC. (the "Reporting Issuer")

and its transfer agent were notified that the Director made an order under paragraph 2 of subsection 127(1) and subsection 127(5) of the Act on the 6th day of December, 2012 that all trading in the securities of the Reporting Issuer, whether direct or indirect, cease immediately for a period of fifteen days from the date of the order (the "Temporary Order");

AND WHEREAS the Temporary Order was made because the Reporting Issuer failed to file the following continuous disclosure materials as required by Ontario securities law (collectively, the "Default"):  

a) audited annual financial statements for the year ended July 31, 2012;
b) management’s discussion and analysis relating to the audited financial statements for the year ended July 31, 2012;
c) certification of the foregoing filings as required by National Instrument 52-109
Certification of Disclosure in Issuers’ Annual and Interim Filings;

AND WHEREAS the Reporting Issuer and its transfer agent were notified that a hearing (the "Hearing") would be held to determine if it would be in the public interest to make an order under paragraph 2 of subsection 127(1) of the Act that all trading in the securities of the Reporting Issuer, whether direct or indirect, cease permanently or for such period as is specified in the order;

AND WHEREAS the Reporting Issuer was notified that if it intended to attend at the Hearing, the Reporting Issuer was requested to notify the Director of its intention to attend in writing, in which case the Hearing would be held before the Commission;
AND WHEREAS the Reporting Issuer was further notified that if it failed to notify the Director of its intention to be present at the Hearing, then the Hearing would be held before the Director without the Reporting Issuer present;

AND WHEREAS the Reporting Issuer having failed to notify the Director of its intention to attend at the Hearing, the Hearing was held before the Director on the 18th day of December, 2012;

AND UPON no one appearing at the Hearing on behalf of the Reporting Issuer;

AND UPON hearing the evidence of staff of the Ontario Securities Commission and the Director being satisfied that the Default continues;

IT IS ORDERED pursuant to paragraph 2 of subsection 127(1) of the Act that, effective immediately, all trading in the securities of the Reporting Issuer, whether direct or indirect, shall cease until further order by the Director.

DATED at Toronto this 18th day of December, 2012.

Ontario Securities Commission

“Lisa Enright”

Lisa Enright
Manager, Corporate Finance Branch
**Scotia Capital Inc./Scotia Capitaux Inc.**

<table>
<thead>
<tr>
<th>ACCOUNT NO. OF THE DEBITEE</th>
<th>AMOUNT DONTANT</th>
<th>DESCRIPTION</th>
<th>DATE</th>
</tr>
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<tbody>
<tr>
<td>439-80956-22</td>
<td>$50,000.00</td>
<td>DEP CIBC 00006 # 17-08317 MEMO: GJ &amp; CMT (10280511)</td>
<td>September 7, 2011</td>
</tr>
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</table>
Hi Steve,

Mark Rodd asked that I provide to you a copy of the subscription agreement that he signed in relation to a convertible loan transaction with Capital Markets Technologies Inc. Please note that the attached document is the copy of Capital Markets Technologies Inc. and is a confidential document and is being provided to you as a courtesy. The attached is only to reviewed by you and is not to shared with anyone else without the prior written consent of Capital Markets Technologies Inc. My client is concerned that confidential information regarding it and its business is being provided to third parties without its consent. I would also appreciate understanding from you as to what purpose you require the attached.

I again wish to provide you with the opportunity to contact me directly should you have any questions regarding the attached or FMT or Trinity Bay. As you may be aware, Capital Markets, through its subsidiary FMT is currently in negotiations with the PEI government and wishes to ensure that these discussions are not unnecessarily delayed.

Regards,

Gary Jessop

gary.jessop@blakes.com
Dir: 613-788-2224
Cell: 613-796-2247
CONVERTIBLE LOAN AGREEMENT

This CONVERTIBLE LOAN AGREEMENT is entered into as of the date as set out on
the execution page of this agreement, among CAPITAL MARKETS TECHNOLOGIES, INC., a
corporation organized and existing under the laws of Florida ("CMT"), the person listed on
Schedule “A” attached hereto (the “Investor”).

Recitals

A. CMT has executed a letter of intent with Revolution Technologies Inc., a Canadian
public company ("TargetCo") for the purpose of acquiring a substantial share ownership
position in TargetCo in exchange for CMT vendering in its assets and business to TargetCo (the
"Transaction").

B. In order to complete the acquisition of TargetCo, CMT requires funds in order to: (i)
satisfy certain the existing creditors of CMT and its affiliates; (ii) fund the costs to complete the
acquisition of TargetCo, including but not limited to legal, accounting, shareholder meeting and
related transaction costs; and (iii) to fund general working capital needs of CMT and its
Affiliates ("Funding Requirements").

C. In order to fund the Funding Requirements, CMT has decided to obtain loans from one or
more persons to an aggregate maximum of $1 million as part of this loan round (subject to the
maximum amount of the loan round being increased at the sole discretion of CMT) ("CMT
Loan Round A").

D. The Investor is desirous of being a shareholder in Target Co. following the acquisition of
the same by CMT and is prepared to advance the amount as set out on Schedule “A” attached
hereto by way of a loan ("Loan Proceeds") in advance of the completion of the Transaction for
us by CMT for Funding Requirements purposes. Following the completion of the Transaction
and the satisfaction of certain conditions set out herein, the Loan Proceeds will be converted
and/or exchanged for common shares of Target Co in the manner as set out herein.

Agreement

NOW, THEREFORE, in consideration of the following mutual covenants and
agreements, the parties hereby agree as follows:

ARTICLE 1

CERTAIN DEFINITIONS AND ACCOUNTING PRINCIPLES

1.1 Certain Defined Terms. As used in this Agreement and unless otherwise
expressly indicated, the following terms shall have the following meanings:

"Agreement" means this Convertible Loan Agreement, together with all Schedules and
Exhibits hereto.
“Assets” means all of the real and personal, tangible and intangible assets, of whatsoever kind or nature of CMT.

“Bankruptcy and Insolvency Laws” means the Bankruptcy and Insolvency Act (Canada), the Companies’ Creditors Arrangement Act (Canada) and any other Canadian federal or provincial law relating to bankruptcy, insolvency, winding up, liquidation, reorganization or relief of debts, as amended from time to time.

“Bankruptcy Laws” shall mean the Bankruptcy and Insolvency Laws and all other Governmental Requirements pertaining or applicable to bankruptcy, insolvency, debtor relief, debtor protection, liquidation, reorganization, arrangement, receivership, moratorium, assignment for the benefit of creditors or other similar laws applicable in Canada or other applicable jurisdictions as in effect from time to time.

“CMT” has the meaning specified in the Preamble to this Agreement.

“Business Day” means a day of the year on which banks in Ottawa, Ontario are open for business.

“CMT Loan Round A” has the meaning ascribed thereto in the recitals.

“Convertible Loan” means the loan made to CMT under this Agreement, in such principal amount as is outstanding at any time; references to “Loan” or “Convertible Loan” shall be synonymous.

“Convertible Interest Rate” means 12% pa.

“Convertible Loan Repayment Date” means March 31, 2013 or such other date as the Investors and CMT may agree upon.

“Date of Default” has the meaning specified in Section 9.2(a).

“Default” means any Event of Default or any condition or event which, after notice or lapse of time or both, would constitute an Event of Default.

“Event of Default” has the meaning set forth in Section 9.1.

“GAAP” means generally accepted accounting principles in the United States as applicable to CMT, consistently applied, and shall include International Financial Reporting Standards if applicable to CMT.

“Governmental Authority” means the government of any nation, and the provincial, territorial, divisional, county, regional, city and political subdivisions thereof, and any tribal, aboriginal or native government or corporation, in each case in which any property of CMT is located or which exercises valid jurisdiction over any such property, or in which CMT conducts business or is otherwise present, and any entity, court, arbitrator or board of arbitrators, agency, department, commission, board, bureau, regulatory authority or instrumentality of any of them exercising executive, legislative, judicial, regulatory or administrative functions that exercises
valid jurisdiction over CMT or its properties or Assets, and any securities exchange or securities regulatory authority to which CMT is subject.

“Governmental Requirement” means any law, statute, code, ordinance, treaty, order, rule, regulation, judgment, ruling, decree, injunction, franchise, permit, certificate, license, authorization, approval or other direction or requirement.

“Indebtedness” means, for any Person, without duplication, all liabilities of such Person determined in accordance with GAAP.

“Instrument” means any contract, agreement, undertaking, indenture, mortgage, document or writing (whether formal agreement, letter or otherwise) under which any obligation, duty, covenant or liability is evidenced, assumed or undertaken, or any right or Lien (or right or interest therein) is granted, authenticated, notarized, authorized or perfected, and any notice, registration, recordation, or filing associated with or required by any of the foregoing.

“Lien” means, as to any Person, any mortgage, deed of trust, lien, pledge, charge, security interest, hypothecation, indenture, preferential right, assignment, option, production payment or other lien or encumbrance on or on or to, or any interest or title of any vendor, lessor, the Investor or other secured party to, or interest or title of any Person under any conditional sale or other title retention agreement or capital lease with respect to, any property or asset owned or held by such Person, the signing of any mortgage, deed of trust, pledge, charge, security agreement, hypothecation, indenture, assignment or similar instrument, or the signing or filing of a financing statement or personal property security act filing which names such Person as debtor, or the signing of any security agreement authorizing any other party as the secured party thereunder to file any financing statement or personal property security act filing. A Person shall be deemed to be the owner of any assets that it has placed in trust for the benefit of the holders of its indebtedness, which indebtedness is deemed to be extinguished under GAAP but for which such Person remains legally liable, and such trust shall be deemed to be a Lien.

“Loan” means the loan made to CMT under this Agreement, in such principal amount as is outstanding at any time; references to “Loan” or “Convertible Loan” shall be synonymous.

“Material Adverse Effect” means, with respect to any Person, an effect, resulting from any event or occurrence of whatever nature (including any adverse determination in any litigation, arbitration, or governmental investigation or proceeding), which:

(a) is materially adverse to the consolidated business, assets, revenues, financial condition, operations or prospects of such Person; or

(b) is materially adverse to the ability of such Person to make any payment or perform any other material obligation required under this Agreement, or any other Loan Document;

provided, however, that the occurrence of any of the following shall not, in and of itself, be deemed to be a Material Adverse Effect:
(i) changes or developments in international, Canadian, United States or EU political, economic, financial or market conditions or in the currency exchange rates in Canada, the United States or the EU; or

(ii) changes or developments resulting from any natural disaster, any act of sabotage or terrorism or any outbreak of hostilities or war, or any escalation of any such natural disaster or acts of sabotage or terrorism or hostilities or war.

“Month” means a calendar month.

“Person” means an individual, partnership, corporation (including a business trust), joint venture, limited liability company or other entity, or a Governmental Authority.

“Subsidiary” means any corporation, association or other business entity more than 50% of each class of equity or voting securities of which is owned, directly or indirectly, by CMT.

“TargetCo” has the meaning ascribed thereto in the preamble to this Agreement.

“TargetCo Shares” means the common shares of the TargetCo.

“Taxes” means all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital, capital gains, alternative, net worth, transfer, profits, withholding, payroll, employer health, excise, franchise, real property and personal property taxes, and any other taxes, customs duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any installments with respect thereto, and any interest, fines and penalties, in all cases imposed by any Governmental Authority in respect thereof and whether disputed or not.

“Transaction” means CMT's acquisition of shares of TargetCo representing on the date of the closing of the Transaction at least 50% of the issued and outstanding shares of TargetCo. (as determined prior to taking into account share issued by TargetCo as part of a public round offering closed on or following the approval of TargetCo to list and trade its shares on the facilities of the Canadian National Stock Exchange or other Canadian stock exchange recognized as such by the Ontario Securities Commission.

“Transaction Completion Deadline Date” means December 31, 2012.

“Year” means a calendar year.

ARTICLE 2

COMMITMENT; USE OF PROCEEDS; ESCROW

2.1 Commitment. Subject to all of the terms and conditions of this Agreement, the Investor agrees to make a loan to CMT on the Closing Date in the amount as set out on Schedule "A" attached hereto.
2.2 Loan Closing. The Investor agrees to advance the Convertible Loan to CMT, in the amount as set out in Schedule “A”, as follows:

(i) by wire transfer to Blake Cassels & Graydon LLP ("Blakes") on the date of execution of this Agreement in accordance with the wire instructions set out in Schedule “B” attached hereto, such amount to be held by Blakes and paid to CMT on the closing of the Loan.

CMT and the Investor acknowledge and agree that the CMR Loan Round A may be closed in one or more closings. CMT intends to close each loan advanced by investors as part of the CMT Loan Round A as such funds are received no matter the level. All investors advancing funds as part of the CMT Loan Round A shall be required to execute an agreement that is the same as this Agreement (save for name and address of investor, date and amount of loan being advanced).

2.3 Use of Proceeds. CMT will utilize the Loan Proceeds for the Funding Requirements.

ARTICLE 3

PROCEDURE AND PAYMENT

3.1 Interest.

(a) Interest Rate. There shall be no interest payable on the Loan Proceeds unless and until (i) such Loan Proceeds are not converted and/or exchanged into TargetCo Shares on or before the Transaction Completion Deadline Date or (ii) an Event of Default, following which date CMT shall pay interest on the Loan Proceeds at an interest rate per annum based on a 360-day year basis equal to the Convertible Interest Rate from the initial date of each advance until the Loan Proceeds are paid in full. Accrued but unpaid interest shall be payable in full on the Convertible Loan Repayment Date.

3.2 Repayment of the Loan if not Converted into TargetCo Shares.

(a) Repayment. The Convertible Loan and accrued interest thereon is due and payable in full on the Convertible Loan Repayment Date.

(b) All calculations of interest payable by CMT under this Agreement are to be made on the basis of the nominal interest rate described herein and therein and not on the basis of effective yearly rates or on any other basis which gives effect to the principle of deemed reinvestment of interest. The parties acknowledge that there is a material difference between the stated nominal interest rates and the effective yearly rates of interest and that they are capable of making the calculations required to determine such effective yearly rates of interest.
ARTICLE 4

CONDITIONS PRECEDENT

4.1 Loan Proceeds Conditions Precedent. The obligation of the Investor to pay the Loan Proceeds to Blakes in the manner as set out herein is subject to satisfaction (or waiver by the Investor in its sole discretion) of each of the following conditions precedent:

(a) CMT accepts the subscription of the Investor as set out herein; and

(b) there is no pending or threatened action or proceeding against or affecting CMT, the Transaction or the Assets before any Governmental Authority, which could be reasonably expected to have a Material Adverse Effect on the Investor or to delay or prohibit the Transaction; and

4.2 Advance. Upon the satisfaction of the conditions precedent as set out in Section 4.1 above, upon the payment by the Investor of the Loan Proceeds in the manner as set out in Section 2.2 above, the Loan Proceeds shall be released from escrow by Blakes to be used by CMT in the manner as set forth in Article 5 below and the Investor shall sign a direction in favor of Blakes to authorize such release.

ARTICLE 5

USE OF CONVERTIBLE LOAN

5.1 Use of Loan Proceeds. Upon the acceptance by CMT of this subscription of the Investor set out herein, the loan transaction shall close (such date to be the “Closing Date”) and CMT shall have paid to it the Loan Proceeds for its use for Funding Requirements.

5.2 Acknowledgement. The Investor acknowledges and agrees that upon the acceptance by CMT of this subscription as set out herein, the Loan Proceeds shall be paid to CMT without further notice to the Investors and the Loan Proceeds shall be thereafter available for use by CMT.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of CMT. CMT hereby represents and warrants to the Investors as follows:

(a) Qualification and Organization. It has all requisite corporate power and authority to enter into this Agreement to which it is a party and to carry out the transactions contemplated hereby and thereby.

(b) Authorization; No Conflict. Subject to shareholder approval required to complete the Transaction, the execution, delivery and performance by it of this Agreement have been duly authorized by all necessary shareholder and corporate action on the part of CMT and
do not and will not (i) contravene CMT’s articles of incorporation, charter or by-laws, or similar constituent documents; (ii) violate any provision of any Governmental Requirement, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to CMT; (iii) result in a breach of or constitute a default under or require the consent of any Person pursuant to any indenture or loan or credit agreement or any other agreement, lease or instrument to which CMT is a party or by which it or its properties may be bound or affected; or (iv) result in, or require, the creation or imposition of any Lien upon or with respect to any of the properties now owned by CMT.

(c) **Governmental and Other Consents and Approvals.** No authorization or approval or other action by or consent of, and no notice to or filing or registration with, any Governmental Authority is required (i) for the due execution and delivery of, and due performance of the financial obligations of CMT under this Agreement or (ii) for the due performance of all other obligations of CMT under this Agreement (other than registrations or filings in relation to the issuance of TargetCo Shares to Investor on the conversion of the Convertible Loan in the manner as set out herein) except such authorizations, approvals or other actions as have been obtained or notices or filings as have been made.

(d) **Binding Obligations.** This Agreement is a legal, valid and binding obligation of CMT, enforceable against CMT in accordance with its terms (except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and similar laws or equitable principles affecting enforcement of creditors’ rights generally at the time in effect).

(e) **Litigation.** There is no claim, action, lawsuit, proceeding, arbitration or investigation pending or threatened in writing against or involving CMT or its Assets, which alleges the violation of any Governmental Requirement, or which questions the validity of this Agreement, or any action taken or to be taken pursuant to this Agreement, or which could reasonably be expected to result, either in any case or in the aggregate, in a Material Adverse Effect on CMT or in any material liability on the part of CMT.

(f) **Other Agreements.** CMT is not a party to any indenture, loan or credit agreement or any lease or other agreement or subject to any charter or other corporate restriction which could reasonably be expected, upon a default thereunder or otherwise, to result in a Material Adverse Effect on CMT, or materially impair the ability of CMT to carry out its obligations under this Agreement.

6.2 **Representations and Warranties of the Investors.** The Investor hereby represents and warrants to CMT that such Investor:

(a) if a corporation, is a valid and subsisting corporation, or if a partnership, has the necessary partnership capacity and authority to execute and deliver this Agreement and in all cases has the capacity and authority to observe and perform its covenants and obligations hereunder and has taken all necessary partnership action in respect thereof;

(b) is an “accredited investor”, as such term is defined in National Instrument 45-106 by virtue of the fact that it is a person, other than an individual or investment fund, that has net assets of at least CDN$5,000,000 and it was not created or used solely to purchase or
hold securities as an accredited investor as described in paragraph (m) of the definition of “accredited investor” in National Instrument 45-106;

(c) has not received or been provided with an offering memorandum or similar document in connection with the Agreement;

(d) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in CMT;

(e) is entering into the Agreement as principal for its own account for investment only, and not with a view to resale or distribution;

(f) understands the Conversion Shares issuable pursuant to this Agreement will be subject to a hold period of four months and one day from the date of issuance or longer period if required under applicable law;

(g) understands that the Conversion Shares issuable pursuant to this Agreement have not been and will not be registered under the United States Securities Act of 1933, as amended (the “Securities Act”) or the securities laws of any state of the United States and that the sale contemplated hereby is being made in reliance on an exemption from such registration requirements;

(h) understands that any trade in the Conversion Shares by it that is a “control distribution” as defined in National Instrument 45-102 Resale of Securities, will be subject to the requirements and restrictions set out in Section 2.8 of National Instrument 45-102; and

(i) has not entered into the Agreement as a result of any form of general solicitation or general advertising including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio, or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising.

ARTICLE 7

AFFIRMATIVE COVENANTS OF THE BORROWER

Until the full and final payment and performance of the obligations under this Agreement or the conversion or exchange of the Loan Proceeds into TargetCo Shares and the termination of this Agreement, CMT shall, unless the Investor otherwise consents in writing, perform all covenants in this Article 7.

7.1 Compliance with Laws, Etc. CMT shall comply, and shall cause each of its Subsidiaries to comply, in all material respects, with all applicable Governmental Requirements, except in respect of securities regulation with respect to the disclosure of financial information) CMT shall pay all Taxes, assessments, and governmental charges imposed upon it or its property before the same become delinquent, except to the extent contested in good faith and adequately reserved for in accordance with GAAP.
7.2 Preservation of Existence, Etc. CMT shall preserve and maintain, and shall cause each of its Subsidiaries to preserve and maintain, their respective corporate existence, rights, franchises and privileges in the jurisdiction of their incorporation or formation; and, CMT will qualify and remain qualified, and will cause each of its Subsidiaries to qualify and remain qualified, as a foreign entity in each jurisdiction in which such qualification is necessary or desirable in view of their business and operations or the ownership of their properties.

ARTICLE 8

CONVERSION PROVISIONS

8.1 Conversion. The terms and conditions set forth in this Article 8 shall apply to the conversion of the Convertible Loan into TargetCo Shares.

8.2 Conversion Condition. The Investor acknowledges and agrees that it is the intention of CMT to convert the total loan proceeds, including the Loan Proceeds, advanced by the Investor and others as part of the CMT Loan Round A ("Round Proceeds") on the completion of the Transaction such that following such conversion the aggregate of the TargetCo Shares to be issued on the conversion of the Round Proceeds represents X% of the number of outstanding common shares of TargetCo immediately following the closing of the Transaction that are not then held by the previous shareholders of TargetCo, where X% is equal to the aggregate Round Proceeds (divided by $100,000) times 7.36%. For example, if the former shareholders of TargetCo hold 50% of the outstanding shares of TargetCo immediately following the closing of the Transaction and the Round Proceeds are $300,000, then the total aggregate Target Shares to be issued on the conversion of the Round Proceeds shall be equal to 22.08% of 50% or 11.04% of the outstanding TargetCo Shares. The number of TargetCo Shares to be issued to the Investor on the conversion of the Round Proceeds shall be referred to as the "Conversion Shares" and the Investor shall receive a pro-rata share of the Conversion Shares based on the proportion of the Loan Proceeds to the Round Proceeds.

8.3 Conversion of Convertible Loan. The conversion of the Convertible Loan into TargetCo Shares shall only be completed if the Loan Proceeds are completely advanced to CMT and the Transaction closes ("Conversion Conditions"). If the Conversion Conditions are not completely satisfied, the Loan Proceeds shall be repayable on the Convertible Loan Repayment Date and it shall not be convertible into TargetCo Shares except on the express written consent of CMT. Provided that the Conversion Condition is satisfied, as soon as possible following the completion of the Transaction, on a date as determined by CMT, Investor agrees that the Loan Proceeds shall automatically be taken as being repaid in full by CMT on CMT delivering to the Investor its pro-rata portion of the Conversion Shares registered in its name or as it directs.

8.4 Termination of Conversion. In the event that the Transaction has not closed on or before the Transaction Completion Deadline Date, the Convertible Loan shall become payable on the Convertible Loan Repayment Date.
ARTICLE 9

EVENTS OF DEFAULT

9.1 Event of Default. Each of the following events shall be an “Event of Default” hereunder:

(a) Nonpayment. CMT shall fail to pay the Loan as and when due on the Convertible Loan Repayment Date (whether at stated maturity, by prepayment, on demand or otherwise), or shall fail to pay interest hereunder when due (whether on a payment date, by prepayment, on demand or otherwise), or shall fail to pay any other amounts due hereunder when due (whether on the date when due, by prepayment, on demand or otherwise).

(b) Other Defaults. CMT shall fail to observe or perform any of its covenants contained in this Agreement, other than the covenants referred to in clauses (a) and (b) above, and such CMT has not remedied such default within ten (10) days after written notice of default has been given by the Investor to CMT.

(c) Representation or Warranty. Any representations or warranty made by CMT under or in connection with this Agreement shall prove to have been incorrect in any material respect when made.

(d) Bankruptcy; Insolvency. (i) CMT shall initiate or commence any case, proceeding or other action (A) under any existing or future Bankruptcy Law, or otherwise seeking to have it judged bankrupt or insolvent, or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition or other relief with respect to it or its debts, or (B) seeking appointment of a receiver, trustee, custodian, conservator or other similar official for it or for all or any substantial part of its assets, or CMT shall make a general assignment for the benefit of its creditors; or (ii) there shall be commenced against any CMT any case, proceeding or other action of a nature referred to in clause (i) above which (A) results in the entry of an order for relief or any such adjudication or appointment or (B) remains undismissed, undischarged or unbonded for a period of 60 days; or (iii) there shall be commenced against CMT any case, proceeding or other action seeking issuance of a warrant of attachment, execution, distraint or similar process against all or any substantial part of their assets which results in the entry of an order for any such relief which shall not have been vacated, discharged, or stayed or bonded pending appeal within 60 days from the entry thereof; or (iv) CMT shall take any action in furtherance of, or indicating its consent to, approval of, authorization of, or acquiescence in, any of the acts set forth in clause (i), (ii), or (iii) above; or (v) CMT generally not, or shall be unable to, or shall admit in writing its inability to, pay its debts as they become due.

(e) Judgments. A final judgment or order for the payment of money in excess of US$150,000 (or equivalent in other currencies) shall be rendered against CMT and either; (i) enforcement proceedings shall have been commenced by any creditor upon such judgment or order; or (ii) a stay of enforcement of such judgment or order, by reason of a pending appeal or otherwise, shall not be in effect for any period of ten (10) consecutive days.
(f) **Regulatory Action.** Any Governmental Authority shall take or attempt to take any action with respect to CMT which could reasonably be expected to have a Material Adverse Effect on CMT or the ability of CMT to meet its obligations under this Agreement in a timely manner unless such action is set aside, dismissed or withdrawn within twenty (20) days of its institution or such action is being contested in good faith, its effect is stayed during such contest.

(g) **Material Adverse Change.** A change in the business, financial condition or prospects of CMT occurs, which has a Material Adverse Effect on CMT.

(h) **Shareholder Vote.** The shareholders of CMT shall have failed to approve of the Transaction, in accordance with applicable law, (i) at a duly called meeting of the shareholders of CMT or (ii) by written resolution.

9.2 **Remedies Upon Event of Default.**

(a) Upon the occurrence of an Event of Default, upon notice by the Investors to CMT of the Investors’ election to declare CMT in default, the obligations of the Investors hereunder shall terminate, but such termination shall not limit any rights of the Investors hereunder. The date on which such notice is sent shall be the “Date of Default.”

(b) Upon the Date of Default and upon notice thereof from the Investor to CMT in all cases, all interest thereon, and all other amounts owed by CMT hereunder shall be immediately due and payable in full.

(c) Upon the occurrence of an Event of Default, the Investors shall have all other rights and remedies available at law or in equity.

(d) Except as expressly provided above in this Section 9.2, presentment, demand, protest and all other notices of any kind are hereby expressly waived.

**ARTICLE 10**

**ACTIONS OF INVESTORS**

10.1 **Investors Action.** Where this Agreement requires decision, notice or action of the Investor, the Investor agrees that any such decision, notice or action of the Investor under this Agreement shall be taken or made only by way of written notice executed by investors under the CMT Loan Round A advancing in the aggregate at least 60% of the total Round Proceeds. The Investor agrees that a decision, notice or action made by investors advancing in the aggregate at least 60% of the Round Proceeds in the manner set out above, shall be a decision, notice or action of the Investor and the Investor agrees to abide by such decision, notice or action holding action, notice. For greater certainty, the Investor acknowledges and agrees that it shall not be entitled to act on its own under this Agreement for any reason or circumstance.
ARTICLE 11

MISCELLANEOUS

11.1 Amendments, Etc. Except as otherwise expressly provided in this Agreement, no amendment or waiver of any provision of this Agreement, nor consent to any departure by CMT therefrom, shall in any event be effective unless the same shall be in writing and signed by the Investors, and, in the case of any amendment, by CMT and the Investor and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

11.2 Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including facsimile communication) and transmitted by facsimile, or delivered,

if to CMT,

        c/o Blake, Cassels & Graydon LLP
        20th Floor, 45 O'Connor Street
        Ottawa, Ontario
        K1P 1A4

        Attention: Gary Jessop
        Facsimile: (613) 788-2296

if to the Investor, the addresses as set out in Schedule 'A' attached hereof,

as to each party, at such other address or number as shall be designated by such party in a written notice to the other. All such notices and communications shall be effective (a) when received, if physically delivered; and (b) upon confirmation of transmission, if sent by facsimile on a Business Day, addressed in each case as aforesaid.

11.3 No Waiver; Remedies. No failure on the part of the Investors to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

11.4 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of CMT, the Investor and their respective permitted successors and assigns. CMT shall not have the right to assign any of its rights or obligations hereunder or any interest herein without the prior written consent of the Administrative Agent. Subject to Governmental Requirements, the Investors may, at any time, without the consent of CMT, assign to its respective successors and affiliates, or may grant participation to one or more banks or other Persons, in or to all or any part of, and may assign to one or more banks or other Persons, all or any part of, this Agreement and the Loan, and, to the extent of such assignment, such assignee shall have the same obligations, rights and benefits with respect to CMT as it would have had if it were a lender hereunder.
11.5 GOVERNING LAW. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, NOT INCLUDING THE CONFLICTS OF LAW AND CHOICE OF LAW PROVISIONS THEREOF.

11.6 Execution in Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. This Agreement may be validly executed and delivered by facsimile or other electronic transmission, and a signature by facsimile or other electronic transmission shall be as effective and binding as an original signature.

11.7 Severability. If any provision hereof is determined to be ineffective or unenforceable for any reason, the remaining provisions hereof shall remain in effect, binding on the parties and enforceable at the election of the Investor in its sole discretion.

remainder of this page intentionally blank
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the 28th day of December, 2013.

BORROWER:
CAPITAL MARKET TECHNOLOGIES, INC.

By: ____________________________
Name: ____________________________
Title: ____________________________

INVESTOR

______________________________
Name: ____________________________
Address: 100 QUEEN ELIZABETH DR
CH-TOWN P.E.I
C1A 3A9

______________________________
MARK ROBB

S.O.K.

(613) 788 2247

-4-
## Schedule A

### Investor Information

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Schedule B
Wire Instructions

NOTE: THERE IS NORMALLY A $10.00 SERVICE CHARGE REMOVED BY CIBC UPON RECEIPT OF WIRE. PLEASE TAKE THIS INTO ACCOUNT WHEN ADVISING CLIENT OF THE AMOUNT TO SEND.

(Canadian Funds)

Destination Bank: Canadian Imperial Bank of Commerce
Main Branch, 119 Sparks Street
Ottawa, Ontario K1P 5B5

Transit #: 00006
Institution #: 010
Swift Code: CIBCCATT
Account #: 17-08317 Canadian Trust Account

Beneficiary: Blake, Cassels & Graydon LLP
Reference: Please reference 102805/1 and Capital Markets Technologies Inc. and GJ
REGULATORY REPORTING:

WIRE PAYMENTS SYSTEMS
INCOMING CREDIT ADVICE

REPORT DATE: 11/12/05
PAYMENT ID: 11120585463900
RECEIVED FROM: CIBCCATTXXX
FOR CREDIT TO ACCOUNT NO.: 5680-5202592
ORIGINAL AMOUNT: 4,100.00 CAD
COMMISSION: 10.00
NET AMOUNT: 4,090.00
VALUE DATE: 11/12/05
ORDERING CUSTOMER:

/000061708317
BLAKE CASSELS AND GRAYDON S.R.L
BUREAU 2200 600 BOUL DE MAISONNEUVE
QUEST
MONTREAL QC H3A 3J2

BENEFICIARY CUSTOMER:

/5202592
THE MURPHY GROUP

PAYMENT DETAILS:

SETTLEMENT OF ACCOUNT
ORIG AMT CAD 4100.00
SENDER CHARGES: CAD 0.00

REGULATORY REPORTING:

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24 CHQS ENCLOSED NEXT STATEMENT DATE IS DEC 12/11

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CERTIFIED STATEMENT UNDER SECTIONS 14 and 19
SECURITIES ACT
R.S.P.E.I. 1988, Cap. S-3.1

TO WHOM IT MAY CONCERN:

This is to certify that, according to our records,

CAPITAL MARKETS TECHNOLOGIES, INC.

has never been registered pursuant to Section 86 of the Securities Act.

DATED at Charlottetown, Prince Edward Island, this 14th day of February, 2013.

[Signature]
Janice Callbeck
Office of the Superintendent of Securities
CERTIFIED STATEMENT UNDER SECTIONS 14 and 19
SECURITIES ACT
R.S.P.E.I. 1988, Cap. S-3.1

TO WHOM IT MAY CONCERN:

This is to certify that, according to our records,

7645686 CANADA INC.

has never been registered pursuant to Section 86 of the Securities Act.

DATED at Charlottetown, Prince Edward Island, this 14th day of February, 2013.

Janice Callbeck
Office of the Superintendent of Securities
CERTIFIED STATEMENT UNDER SECTIONS 14 and 19
SECURITIES ACT
R.S.P.E.I. 1988, Cap. S-3.1

TO WHOM IT MAY CONCERN:

This is to certify that, according to our records,

PAUL EDWARD MAINES

has never been registered pursuant to Section 86 of the Securities Act.

DATED at Charlottetown, Prince Edward Island, this 14th day of February, 2013.

Janice Callbeck
Office of the Superintendent of Securities
CERTIFIED STATEMENT UNDER SECTIONS 14 and 19
SECURITIES ACT
R.S.P.E.I. 1988, Cap. S-3.1

TO WHOM IT MAY CONCERN:

This is to certify that, according to our records, no documentary filings have been made by

PAUL EDWARD MAINES

pursuant to Section 96 of the Securities Act.

DATED at Charlottetown, Prince Edward Island, this 14th day of February, 2013.

Janice Callbeck
Office of the Superintendent of Securities
CERTIFIED STATEMENT UNDER SECTIONS 14 and 19
SECURITIES ACT
R.S.P.E.I. 1988, Cap. S-3.1

TO WHOM IT MAY CONCERN:

This is to certify that, according to our records, no documentary filings have been made by

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[Signature]
Janice Callbeck
Office of the Superintendent of Securities