

SHARE PURCHASE AGREEMENT

AMONG

ROYAL LINK INVESTMENT LIMITED

-AND-

PANACO LIMITED

-AND-

WISEFIT GLOBAL LIMITED

-AND-

BEST POWER CAPITAL RESOURCES LIMITED

-AND-

GINSMS INC.

-AND-

GLOBAL EDGE TECHNOLOGY LTD.

-AND-

REDSTONE RESOURCES LIMITED

-AND-

GIN INTERNATIONAL LTD.

EFFECTIVE MAY 26, 2009

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SHARE PURCHASE AGREEMENT dated May 26, 2009

AMONG:

GINSMS INC., a corporation incorporated under the laws of Canada
(hereinafter called “**GINSMS**” or “**Purchaser**”)

AND:

PANACO LIMITED, a Hong Kong Corporation
(hereinafter called “**Panaco**”)

AND:

ROYAL LINK INVESTMENT LIMITED, a Hong Kong Corporation
(hereinafter called “**Royal Link**”)

AND:

WISEFIT GLOBAL LIMITED, a BVI corporation
(hereinafter called “**Wisefit**”)

AND:

BEST POWER CAPITAL RESOURCES LIMITED, a Hong Kong corporation
(hereinafter called “**Best Power**”)

(collectively, Panaco, Royal Link, Wisefit and Best Power are the “**Vendors**”)

AND:

GLOBAL EDGE TECHNOLOGY LTD., a BVI corporation
(hereinafter called the “**Target**”)

AND:

REDSTONE RESOURCES LIMITED, a BVI corporation
(hereinafter called “**Redstone**”)

AND:

GIN INTERNATIONAL LTD., a Hong Kong corporation
(hereinafter called “**GIN**”)

RECITALS:

- A. The Target is wholly-owned by the Vendors and GIN is wholly-owned by Redstone, which in turn is wholly-owned by the Target; and
- B. The Purchaser has offered to purchase from the Vendors and the Vendors have agreed to sell to GINSMS the Target Shares (as hereinafter defined) on the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions.

In this Agreement, including the Recitals to this Agreement, unless the context otherwise requires:

“**Accounts Receivable**” means accounts receivable, trade accounts receivable, notes receivable, book debts and other debts due or accruing, and the full benefit of any related security.

“**Affiliate**”, with respect to the relationship between two or more corporations, has the meaning attributed to “affiliated bodies corporate” under the *Canada Business Corporations Act* as of the date of this Agreement and, with respect to the relationship between two or more Persons any of which is not a corporation, a Person is deemed to be an Affiliate of another Person if one of them is Controlled by the other or if both are Controlled by the same Person, and “**Affiliated**” has a corresponding meaning.

“**Agreement**” means this share purchase agreement, including all schedules to this share purchase agreement, as amended, supplemented, restated and replaced from time to time in accordance with its provisions.

“**Applicable Law**” means:

- (a) any domestic or foreign statute, law (including common and civil law), code, ordinance, rule, regulation, restriction or by-law (zoning or otherwise);
- (b) any judgement, order, writ, injunction, decision, ruling, decree or award;
- (c) any regulatory policy, practice or guideline; or
- (d) any Permit;

of any Governmental Authority, binding on or affecting the Person referred to in the context in which the term is used or binding on or affecting the property of that Person.

“**Approvals**” means franchises, licences, qualifications, authorizations, consents, certificates, registrations, exemptions, waivers, filings, grants, notifications, privileges, rights, orders, judgements, rulings, directives, Permits, and other permits and approvals.

“**Associate**” has the meaning attributed to that term under the *Canada Business Corporations Act* as of the date of this Agreement.

“**Audited Financial Statements**” means the audited consolidated financial statements of the Target as at and for the financial years ended March 31, 2009, 2008, and 2007 consisting of the consolidated balance

sheet, income statement, cash flow statement and statement of retained earnings and all notes, schedules and exhibits thereto and the report thereon of the Target's auditors.

"Books and Records" means all books, records, files and papers, including computer programs (including source codes and software programs), computer manuals, computer data, financial and tax working papers, financial and tax books and records, business reports, business plans and projections, sales and advertising materials, sales and purchases records and correspondence, trade association files, research and development records, lists of present and former customers and suppliers, personnel and employment records and all copies and recordings of the foregoing.

"Business" means the business carried on currently and prior to the date of this Agreement by GIN consisting of, but not limited to the provision of inter-operator short messaging services and other related services.

"Business Day" means any day, except Saturdays and Sundays, on which banks are generally open for business in Calgary, Alberta.

"BVI" means the British Virgin Islands.

"Claim" means:

- (a) any suit, action, dispute, investigation, claim, arbitration, order, summons, citation, directive, ticket, charge, demand or prosecution, whether legal or administrative;
- (b) any other proceeding; or
- (c) any appeal or application for review;

at law or in equity or before or by any Governmental Authority.

"Closing" means the completion of the Transactions.

"Closing Date" means May 29, 2009 or such other date as may be agreed to by the Parties in writing.

"Constating Documents" means, with respect to any Person, its articles or certificate of incorporation, amendment, amalgamation or continuance, memorandum of association, letters patent, supplementary letters patent, by-laws, partnership agreement, limited liability company agreement or other similar document, and all unanimous shareholder agreements, other shareholder agreements, voting trusts, pooling agreements and similar Contracts, arrangements and understandings applicable to the Person's equity interests, all as amended, supplemented, restated and replaced from time to time.

"Contract" means any agreement, contract, indenture, lease, deed of trust, licence, option, undertaking, promise, understanding, or any other commitment or obligation, whether oral or written, express or implied, other than a Permit.

"Control", with respect to the relationship with a Person, means:

- (a) if that Person is a corporation, the holding (other than by way of security) of securities of that Person to which are attached more than 50% of the votes that may be cast for the election of directors and those votes are sufficient, if exercised, to elect a majority of the board of directors; or

- (b) the right, directly or indirectly, to direct or cause the direction of the management of the affairs of that Person, whether by ownership of equity interests, by Contract or otherwise;

and “**Controls**” and “**Controlled**” have corresponding meanings.

“**Encumbrance**” means any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement, security interest of any nature, adverse claim, exception, reservation, easement, right of occupation, option, right of pre-emption, privilege or any matter capable of registration against title or any Contract to create any of the foregoing.

“**Exchange**” means the TSX Venture Exchange Inc.

“**GAAP**” means generally accepted accounting principles in effect from time to time in Canada, including those principles set forth in the *Handbook* published by the Canadian Institute of Chartered Accountants or any successor institute, consistently applied.

“**GINSMS Shares**” means the common shares in the capital of GINSMS.

“**Governmental Authority**” means any domestic or foreign government, whether federal, provincial, state, territorial, local, regional, municipal, or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function of or pertaining to government.

“**Information Technologies**” means the computer equipment and associated peripheral devices and the related operating and application systems and other software owned, leased or licensed by the Target and/or GIN.

“**Intellectual Property**” means all trade marks, trade names, business names, patents, inventions, know-hows, copyrights, service marks, brand names, industrial designs and all other industrial or intellectual property owned or used by the Target and GIN in carrying on the Business and all applications therefor and all goodwill connected therewith, including all licences and all like rights used by or granted to the Target or GIN in connection with the Business and all rights to register or otherwise apply for the protection on any of the foregoing.

“**Material**” means of such a nature or amount as would reasonably be regarded as significant in relation to the Business or in relation to the capital, prospects, condition (financial or otherwise) or results of operation of the Target and its Subsidiaries, whether or not significant in relation to the Vendors or GINSMS, and “**Materially**” has a corresponding meaning.

“**Material Adverse Change**” or “**Material Adverse Effect**” means any change or effect that:

- (a) individually or when taken together with all other changes or effects that have occurred during any relevant period of time before the determination of the occurrence of that change or effect is or is reasonably likely to be Materially adverse to the Business, Property, liabilities, capital, prospects, condition (financial or otherwise) or results of operation of the Target and its Subsidiaries; or
- (b) Materially adversely affects the ability of the Target and GIN to conduct the Business after the Closing Date substantially as the Business has been conducted to the date of this Agreement; and

“**Materially Adversely Affect**” has a corresponding meaning.

“**Material Contract**” has the meaning attributed to that term in Section 6.30.

“**Ordinary Course**” means, with respect to an action taken by a Person, that the action is consistent with the past practices of the Person and is taken in the normal day-to-day operations of the Person.

“**Parties**” means collectively, the Vendors, the Target, GIN, Redstone, and GINSMS, and “**Party**” means any of them.

“**Permits**” means franchises, licences, qualifications, authorizations, consents, certificates, registrations, exemptions, waivers, filings, grants, notifications, privileges, rights, orders, judgments, rulings, directives, permits and other approvals, obtained from or required by a Governmental Authority.

“**Permitted Encumbrances**” means:

- (a) servitudes, easements, restrictions, rights-of-way and other similar rights in real property or any interest therein, except that those servitudes, easements, restrictions, rights-of-way and other similar rights are not of such a nature as to materially adversely affect the use by the Target and its Subsidiaries of the property subject thereto;
- (b) undetermined or inchoate liens, charges and privileges incidental to current construction or current operations, except for liens, charges and privileges related to Taxes;
- (c) statutory liens, charges, adverse Claims, security interests or Encumbrances of any nature whatsoever claimed or held by any Governmental Authority that have not at the time been filed or registered against the title to the Property or served on the Target, its Subsidiaries, or either Vendor pursuant to Applicable Law or that relate to obligations not due or delinquent, except for statutory liens, charges, adverse Claims, security interests or Encumbrances related to Taxes;
- (d) assignments of insurance provided to landlords or their mortgagees or hypothecary creditors pursuant to the terms of any lease and liens or rights reserved in any lease for rent or for compliance with the terms of that lease; and
- (e) security given in the Ordinary Course to any public utility or Government Authority in connection with the operations of the Business, other than security for borrowed money.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a joint venture, a trust, an association, an unincorporated organization, a Governmental Authority, an executor or administrator or other legal or personal representative, or any other juridical entity.

“**Property**” means all undertakings, property, assets, rights and interests to any real or personal property owned by the Target and/or one of its Subsidiaries, including the following:

- (a) all rights and interests in and to any leased property, leases, including prepaid rents, security deposits, options to renew or purchase, rights of first refusal under any leases and all leasehold improvements owned and forming part of any leased property;
- (b) any personal property and all rights and interests in and to any personal property leases, including prepaid rents, security deposits and options to renew or purchase;

- (c) any Accounts Receivable;
- (d) all rights and interests under or pursuant to all warranties, representations and guarantees, express, implied or otherwise, of or made by suppliers;
- (e) the Intellectual Property;
- (f) all rights and interests of GIN in and to all Contracts to which it is a party or by which any of the Property or the Business is bound or affected;
- (g) all Approvals issued;
- (h) all Books and Records;
- (i) all prepaid charges, deposits, sums and fees paid before the Closing Date;
- (j) all goodwill, including the present telephone numbers, internet domain addresses and other communications numbers and addresses; and
- (k) all proceeds of any or all of the foregoing received or receivable after the Closing Date.

“**Purchase Price**” has the meaning attributed to that term in Section 2.2.

“**Purchase Shares**” has the meaning attributed to that term in Section 2.2.

“**Representatives**” means, with respect to any Party, its Affiliates and, if applicable, its and their respective directors, officers, employees, agents and other representatives and advisors.

“**Subsidiaries**” means collectively, Redstone and GIN.

“**Target Shares**” means 100% of the issued and outstanding shares of the Target.

“**Tax Act**” or any reference to a specific provision thereof means the *Income Tax Act* (Canada) and legislation of any legislature of any province or territory of Canada (including the *Taxation Act* (Québec)) and any regulations thereunder in force of like or similar effect.

“**Taxes**” means taxes, duties, fees, premiums, assessments, imposts, levies and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other additional amounts imposed in respect thereof (including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, valued-added, excise, stamp, withholding, premium, business, franchising, property, employer health, payroll, employment, health, social services, education and social security taxes, surtaxes, customs duties and import and export taxes, licence, franchise and registration fees and employment insurance, health insurance and Canada, Québec and other government pension plan premiums or contributions), and “**Tax**” has a corresponding meaning.

“**Tax Return**” means all returns, declarations, designations, forms, schedules, reports and other documents of every nature whatsoever required to be filed with any Governmental Authority with respect to any Taxes.

“**Transactions**” means the transactions contemplated by this Agreement.

1.2 Certain Rules of Interpretation.

In this Agreement:

- (a) the division into Articles and Sections and the insertion of headings and the Table of Contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement;
- (b) the expressions “hereof”, “herein”, “hereto”, “hereunder”, “hereby” and similar expressions refer to this Agreement and not to any particular portion of this Agreement; and
- (c) unless specified otherwise or the context otherwise requires:
 - (i) references to any Article, Section or Schedule are references to the Article or Section of, or Schedule to, this Agreement;
 - (ii) “including” or “includes” means “including (or includes) but is not limited to” and shall not be construed to limit any general statement preceding it to the specific or similar items or matters immediately following it;
 - (iii) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”;
 - (iv) references to Contracts are deemed to include all present and future amendments, supplements, restatements and replacements to those Contracts;
 - (v) references to any legislation, statutory instrument or regulation or a section thereof, unless otherwise specified, is a reference to the legislation, statutory instrument, regulation or section as amended, restated and re-enacted from time to time; and
 - (vi) words in the singular include the plural and vice-versa and words in one gender include all genders.

1.3 Knowledge.

In this Agreement, any reference to the knowledge of any Party means to the best of the knowledge, information and belief of the Party after reviewing all relevant records and making due inquiries regarding the relevant matter of all relevant Representatives of the Party and, in the case of the knowledge of the Vendors, of all relevant Representatives of the Target.

1.4 Schedules.

The following Schedules are attached to and form part of this Agreement:

SCHEDULE A	Material Contracts
SCHEDULE B	Permits
SCHEDULE C	Changes Since Date of Audited Financial Statements

**ARTICLE 2
PURCHASE AND SALE OF TARGET SHARES**

2.1 Agreement to Purchase and Sell.

Subject to the terms and conditions of this Agreement, at the Closing Date, the Vendors shall sell to GINSMS and GINSMS shall purchase from the Vendors, all of the Target Shares, constituting all of the issued and outstanding shares in the capital of the Target, free and clear of all Encumbrances, for the price and in accordance with and subject to the terms and conditions set forth in this Agreement.

2.2 Purchase Price and Purchase Price Allocation.

- (a) The Purchaser will purchase the Target Shares from the Vendors for aggregate consideration of \$4,764,985 (the “**Purchase Price**”), payable and delivered on the Closing Date to the Vendors through the issuance of 31,766,566 GINSMS Shares (the “**Purchase Shares**”) as follows:

Vendor	Number and Percentage of Target Shares to be Acquired by GINSMS	Number of Purchase Shares to be Issued to Vendor
Panaco	500,000 (60%)	19,059,925
Royal Link	250,000 (30%)	9,529,962
Wisefit Global Limited	50,000 (6%)	1,905,992
Best Power Capital Resources Limited	33,334 (4%)	1,270,687
TOTAL	833,334 (100%)	31,766,566

- (b) The Purchaser confirms and acknowledges that the Purchase Shares, together with the 100 common shares of the Purchaser currently issued and outstanding, represent 100% of all the issued and outstanding shares in the capital of GINSMS, free and clear of all Encumbrances, after the aforesaid issuance of Purchase Shares.
- (c) The Vendors acknowledge that the Purchase Shares shall be legended with a hold period in accordance with Applicable Law and shall be subject to such hold or escrow restrictions as determined in accordance with the policies of the Exchange.

2.3 Liabilities and Obligations.

GINSMS does not agree to accept or assume, and shall not by this Agreement be deemed to have accepted or assumed, any obligation or responsibility for the payment of any debt, obligation, liability, claim or demand absolute or contingent, of whatsoever nature of or against the Vendors, except for payment of the Purchase Price via the issuance of the Purchase Shares.

**ARTICLE 3
CLOSING ARRANGEMENTS**

3.1 Closing.

Subject to the satisfaction or waiver of the conditions set out in Article 4, the Closing shall take place at the Closing Date at the offices of GINSMS’s counsel in Calgary, Alberta or at such other place as may be agreed to by the Vendors and GINSMS.

3.2 Vendors' Closing Deliveries.

At the Closing, the Vendors shall deliver or cause to be delivered to GINSMS the following:

- (a) certificates representing the Target Shares, accompanied by stock transfer powers duly executed in blank or duly executed instruments of transfer, and all such other assurances, consents and other documents as GINSMS may request to effectively transfer to GINSMS title to the Target Shares free and clear of all Encumbrances;
- (b) original share registers, share transfer ledgers, minute books and corporate seals (if any) of the Target and each of its Subsidiaries;
- (c) all other Books and Records;
- (d) a certified copy of a resolution of the board of directors and shareholders of the Target consenting to the transfer of the Target Shares from the Vendors to GINSMS as contemplated by this Agreement and authorizing the execution, delivery and performance of all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered by the Target;
- (e) releases by the Vendors as shareholders of the Target;
- (f) written resignations of those directors and officers of the Target and each of its Subsidiaries as GINSMS may specify, in each case with effect from the Closing Date, together with releases by those Persons;
- (g) a certificate of each Vendor in respect of its representations and warranties set out in Article 5 and in respect of its covenants and other obligations; and
- (h) such other documentation as GINSMS may reasonably request in order to establish the completion of the Transactions and the taking of all corporate proceedings in connection with the Transactions (as to certification and otherwise), in each case in form and substance satisfactory to GINSMS, acting reasonably.

3.3 Purchaser's Closing Deliveries.

At the Closing, GINSMS shall deliver or cause to be delivered to the Vendors the following:

- (a) Certificates representing the Purchase Shares as specified under Section 2.2;
- (b) a certificate of GINSMS in respect of its representations and warranties set out in Article 7 and in respect of its covenants and other obligations; and
- (c) receipts for the certificates representing the Target Shares.

ARTICLE 4 CONDITIONS OF CLOSING

4.1 Purchaser's Conditions.

GINSMS shall be obliged to complete the Transactions only if each of the following conditions precedent has been satisfied in full at or before the Closing Date (each of which conditions precedent is acknowledged to be for the exclusive benefit of GINSMS), unless waived in writing by GINSMS:

- (a) Representations, Warranties and Covenants. All of the representations and warranties of each of the Vendors, Target, Redstone, and GIN made in this Agreement shall be true and correct as at the Closing Date with the same effect as if made at and as of the Closing Date (except as those representations and warranties may be affected by events or transactions (i) expressly permitted by this Agreement, (ii) resulting from the entering of this Agreement that are not Materially Adverse and arise in the Ordinary Course of the Business, or (iii) approved in writing by GINSMS), and the Vendors, Target, Redstone, and GIN shall have delivered a certificate executed as of the Closing Date certifying that all representations and warranties made by them herein are true and correct in all material respects as of such date;
- (b) Compliance. Each of the Vendors, Target, Redstone, and GIN shall have complied with or performed all of the obligations, covenants and agreements under this Agreement to be complied with or performed by each of them at or before the Closing Date and the Vendors, Target, Redstone, and GIN have each delivered a certificate executed as of the Closing Date certifying that all such terms, covenants and agreements have been complied with or performed in all material respects by the Vendors, Target, Redstone, and GIN on or before such date;
- (c) No Material Change. There shall not have been any Material Adverse Change in the condition (financial or otherwise), of the assets, liabilities, capitalization or business of the Target, Redstone, and GIN from that as set forth in the Audited Financial Statements or in this Agreement;
- (d) Corporate Proceedings. At the Closing Date, all necessary steps and corporate proceedings shall have been taken by the Vendors to permit the Target Shares to be sold, assigned and transferred to GINSMS; and
- (e) Delivery of Target Shares. At the Closing Date, the Vendors and the Target shall deliver certificates representing the Target Shares registered in the name of GINSMS.

If any such conditions shall not be fulfilled or waived in writing by GINSMS at or prior to the Closing Date, GINSMS may rescind and terminate this Agreement by written notice to the Vendors and, in such event, GINSMS, the Vendors, the Target, Redstone, and GIN shall be released from all obligations hereunder.

4.2 Vendors' Conditions.

The Vendors shall be obliged to complete the Transactions only if each of the following conditions precedent has been satisfied in full at or before the Closing Date (each of which conditions precedent is acknowledged to be for the exclusive benefit of the Vendors), unless waived in writing by the Vendors:

- (a) Representations, Warranties and Covenants. All of the representations and warranties of GINSMS made in this Agreement shall be true and correct as at the Closing Date with the same effect as if made at and as of the Closing Date (except as those representations and warranties may be affected by events or transactions (i) expressly permitted by this Agreement, (ii) resulting from the entering of this Agreement that are not Materially Adverse and arise in the Ordinary Course of the Business, or (iii) approved in writing by the Vendors), and GINSMS shall have delivered a certificate executed as of the Closing Date certifying that all representations and warranties made by them herein are true and correct in all material respects as of such date;
- (b) Compliance. GINSMS shall have complied with or performed all of the obligations, covenants and agreements under this Agreement to be complied with or performed by each of them at or before the Closing Date and GINSMS shall have delivered a certificate executed as of the Closing Date certifying that all such terms, covenants and agreements have been complied with or performed in all material respects by GINSMS on or before such date;
- (c) Purchase Price. GINSMS shall deliver certificates representing the Purchase Shares at the Closing Date pursuant to the Agreement;
- (d) Corporate Proceedings. At the Closing Date, all necessary steps and corporate proceedings shall have been taken by GINSMS to permit the Purchase Shares to be duly issued to the Vendors in accordance with the terms hereof;
- (e) Closing Documents. GINSMS shall have executed and delivered all documents as the Vendors may reasonably request for purposes of effecting the allotment, issuance and delivery of the Purchase Shares to the Vendors; and
- (f) Opinions. GINSMS shall have caused to be delivered to the Vendors opinions of legal counsel acceptable to Vendors, in form and substance satisfactory to the Vendors, dated as of the Closing Date, to the effect that GINSMS has been duly incorporated and organized and is validly existing under the laws of Canada and has corporate power to own its property and to carry on its business that is now being conducted by it and it is in good standing with respect to filings with the appropriate Governmental Authorities.

If any such conditions shall not be fulfilled or waived in writing by the Vendors at or prior to the Closing Date, the Vendors may rescind and terminate this Agreement by written notice to GINSMS and, in such event, the Vendors, Target, Redstone, GIN and GINSMS shall be released from all obligations hereunder.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE VENDORS

The Vendors jointly and severally represent and warrant to GINSMS as follows and acknowledges that GINSMS is relying on these representations and warranties in connection with its purchase of the Target Shares and that GINSMS would not purchase the Target Shares without these representations and warranties:

5.1 Organization.

Each of the Vendors is a corporation duly incorporated and organized, and is validly subsisting, under the laws of the jurisdiction and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction.

5.2 Corporate Power and Authority.

Each of the Vendors has all necessary corporate power and authority to own or lease or dispose of its undertakings, property and assets (including its Target Shares), to enter into this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by it, and to perform its obligations hereunder and all necessary corporate action has been taken by each of the Vendors to authorize its execution and delivery of this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder.

5.3 Enforceability.

This Agreement has been duly executed and delivered by each of the Vendors and (assuming due execution and delivery by the other Parties) is a legal, valid and binding obligation of each of the Vendors enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction. Each of the contracts, agreements and instruments required by this Agreement to be delivered by it will at the Closing Date have been duly executed and delivered by it and (assuming due execution and delivery by the other parties thereto) will be enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5.4 Title to the Target Shares.

Each of the Vendors is the registered and beneficial owner of its Target Shares, with good and marketable title thereto, free and clear of all Encumbrances, and has the exclusive right to dispose of its Target Shares as provided in this Agreement and the Vendors have good right, full corporate power and absolute authority to sell, transfer and assign the Target Shares held by it to GINSMS for the purposes and in the manner as provided in this Agreement.

5.5 Restrictions on Transfer or Voting.

None of Target Shares is subject to (i) any Contract or restriction which in any way limit or restrict the transfer to GINSMS of the Target Shares and (ii) any voting trust, pooling agreement, shareholder agreement, voting agreement or other Contract with respect to the voting of the Target Shares.

5.6 Rights to the Target Shares.

No Person other than GINSMS has any Contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a Contract for the purchase or acquisition from that Vendor of any of the Target Shares.

5.7 Absence of Conflict.

The execution, delivery and performance by the Vendors of this Agreement and the completion of the Transactions will not (whether after the passage of time or notice or both), result in:

- (a) the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of, any of the Vendors' obligations, under:
 - (i) any Contract to which a Vendor is a party or by which any of its undertakings, property or assets is bound or affected;
 - (ii) any provision of Constating Documents or resolutions its board of directors (or any committee thereof) or shareholders; or
 - (iii) any Applicable Law;
- (b) the creation or imposition of any Encumbrance over any of the Target Shares; or
- (c) the requirement of any Approval from any of its creditors.

5.8 No Claims.

There are no Claims (whether or not purportedly on its behalf) pending or outstanding or, to its knowledge, threatened against it which could affect the Target Shares or its ability to perform its obligations under this Agreement. To the Vendors' knowledge there is not any factual or legal basis on which any such Claim might be commenced with any reasonable likelihood of success.

5.9 Accuracy of Information.

All information, records and data furnished to GINSMS and its Representatives pursuant to this Agreement and in connection with the Transactions, are, to either of the Vendors' knowledge, true, complete and accurate in all material respects.

5.10 Independent Advice.

Each of the Vendors has had the opportunity to obtain independent legal and tax advice as to the Transactions as they affect the Vendors and the Vendors are satisfied with the results thereof.

5.11 Consents and Approvals.

The Vendors are not obligated to obtain the written consent, waiver or Approval of any Person to the Transactions.

5.12 Residency.

None of the Vendors is a resident of Canada nor carries on or is deemed to carry on business in Canada under the provisions of the Tax Act.

5.13 Accuracy of Representatives and Warranties.

None of the foregoing representations and warranties knowingly contains any untrue statement of material fact or knowingly omits to state any material fact necessary to make any such warranty or representation not misleading.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF THE VENDORS, TARGET, REDSTONE AND GIN

The Vendors, the Target, Redstone, and GIN jointly and severally represent and warrant to GINSMS as follows and acknowledge that GINSMS is relying on these representations and warranties in connection with its purchase of the Target Shares:

6.1 Organization.

Each of the Target and its Subsidiaries is duly incorporated and organized, and is validly subsisting, under the laws of its jurisdiction of incorporation, is registered in each jurisdiction where registration is necessary to conduct its business or own its assets or property, is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction and has the corporate power and authority to own its property and conduct its business.

6.2 Power and Authority.

The Target and/or one of its Subsidiaries has the corporate power to own the Property and to carry on the Business.

6.3 Target Shares.

The Target Shares represent 100% of the issued and outstanding ownership interest in the Target and have been validly issued and are outstanding in compliance with the Applicable Laws.

6.4 Enforceability.

This Agreement has been duly executed and delivered by each of the Target, Redstone, and GIN (assuming due execution and delivery by the other Parties) and is a legal, valid and binding obligation of each of the Target, Redstone and GIN, enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

6.5 Capital of the Target.

The authorized capital of the Target consists of an unlimited number of common shares and no other shares of which 833,334 shares are issued and outstanding, all of which have been validly issued and are outstanding as fully paid and non-assessable shares in compliance with the Applicable Laws.

6.6 Capital of Redstone.

The authorized capital of Redstone consists of 50,000 common shares and no other shares of which 2 common shares are issued and outstanding, all of which have been validly issued and are outstanding as fully paid and non-assessable shares in compliance with the Applicable Laws.

6.7 Capital of GIN.

The authorized capital of GIN consists of 10,000 common shares and no other shares of which 100 common shares are issued and outstanding, all of which have been validly issued and are outstanding as fully paid and non-assessable shares in compliance with the Applicable Laws.

6.8 Corporate Relationships.

The Target is the registered and beneficial owner of 100% of the issued and outstanding shares of Redstone and Redstone is the registered and beneficial owner of 100% of the issued and outstanding shares of GIN.

6.9 Residency.

None of the Target, Redstone nor GIN is resident in Canada nor carries on or is deemed to carry on business in Canada under the provisions of the Tax Act.

6.10 Taxable Canadian Property.

The Target Shares do not constitute “taxable Canadian property”, as that term is defined in the Tax Act.

6.11 Title to Property.

The Target and/or one of its Subsidiaries owns, possesses and has good and marketable title to the Property, free and clear of any Encumbrances other than the Permitted Encumbrances.

6.12 Business of Redstone.

Redstone does not own any assets or property other than 100% of the issued and outstanding shares of GIN and does not carry on any other business.

6.13 Right to the Target Shares.

No Person has any Contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a Contract, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any of the Target Shares from the Vendors.

6.14 Right to Securities of the Target and its Subsidiaries.

Except as herein provided, no Person has any Contract or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming a Contract, including convertible securities, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any issued or un-issued shares or other securities of the Target, Redstone, or GIN.

6.15 Finder's Fee.

None of the Target, Redstone, GIN nor the Vendors has incurred, directly or indirectly, any obligation or liability, contingent or otherwise, for broker's or finder's fees or similar fees in respect of the transactions herein provided for which GINSMS shall have any obligation and/or liability.

6.16 Other Obligations and Liabilities:

None of the Target, Redstone nor GIN has:

- (a) any obligation to acquire or lease any other business operations or make any investment in or to provide funds by way of a loan, capital contribution or otherwise to any Person;
- (b) is a partner or participant in any partnership, joint venture, profit sharing arrangement or other association of any kind and none of the aforementioned parties are parties to any agreement under which the Target, Redstone or GIN have agreed to carry on any part of its respective business or any other activity in such manner by which the Target, Redstone or GIN agreed to share any revenue or profit with any other Persons; or
- (c) is a party to or bound by any agreement of guarantee, warranty, indemnification, assumption or endorsement or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person or of any products related to its businesses.

6.17 Minute Books.

The minute books of the Target, Redstone and GIN, respectively, contain complete and accurate minutes of all meetings of representatives and holders of interest of the Target, Redstone and GIN, respectively, held since their respective incorporation, all such meetings were duly called and held, or notice thereof duly waived, and all registers therein are complete and accurate in all material respects.

6.18 Directors and Officers.

The following are the directors and officers of the Target as at the date hereof and shall be the only directors and officers as of the Closing Date:

Name
Ip Kam Hoi – Director
Lai Man Kon - Director

The following are the directors and officers of Redstone as at the date hereof and shall be the only directors and officers as of the Closing Date:

Name
Ip Kam Hoi – Director
Lai Man Kon - Director

The following are the directors and officers of GIN as at the date hereof and shall be the only directors and officers as of the Closing Date:

Name
Ip Kam Hoi – Director
Lai Man Kon - Director

6.19 No Unanimous Shareholder Agreement.

There are no unanimous shareholder agreements or agreements similar to any other shareholder agreements in place with respect to the Target, Redstone and GIN.

6.20 Constating Document.

The Constating Document of the Target, Redstone and GIN currently in effect with the appropriate corporate authorities as at the date of this Agreement will remain in full force and effect without any changes thereto as at the Closing Date.

6.21 Absence of Conflict.

The execution, delivery and performance of this Agreement by the Vendors, the Target, Redstone and GIN and the completion of the Transactions will not (whether after the passage of time or notice or both), result in:

- (a) the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any of its obligations under:
 - (i) any Contract to which the Target, Redstone or GIN is a party or by which the Business or any of Property is bound or affected;
 - (ii) any provision of the Constating Documents or resolutions of the board of directors (or any committee thereof) or shareholders of the Target, Redstone or GIN;
 - (iii) any judgement, decree, order or award of any Governmental Authority having jurisdiction over the Target, Redstone or GIN;
 - (iv) any Approval issued to or held by, the Target, Redstone or GIN or held for the benefit of or necessary to the operation of, the Target, Redstone or GIN or the Business; or
 - (v) any Applicable Laws;
- (b) the creation or imposition of any Encumbrance over any of the Property; or
- (c) the requirement of any Approval from any creditors.

6.22 Compliance with Applicable Laws.

Each of the Target, Redstone, and GIN has complied all with Applicable Laws.

6.23 Title to Property.

The Target or GIN has good and marketable title to all the Property, free and clear of any and all Encumbrances other than the Permitted Encumbrances. All of the Property used by the Target or GIN are free of defects (patent or latent), in good operating condition and in a state of good repair and maintenance.

6.24 Accounts Receivable.

All Accounts Receivable are *bona fide* and good and have been incurred in the Ordinary Course. Subject to an allowance for doubtful accounts that has been reflected on the books of the Target in accordance with GAAP, all Accounts Receivable are collectible at their full face value in the Ordinary Course without set-off or counterclaim. None of the Accounts Receivables is due from an Affiliate or Associate of the Target or from either of the Vendors or any director, officer, or employee of the Target.

6.25 Intellectual Property.

The Intellectual Property comprises all trade marks, trade names, business names, patents, inventions, know-how, copyrights, service marks, brand names, industrial designs and all other industrial or intellectual property necessary to conduct the Business. GIN is the beneficial owner of the Intellectual Property, free and clear of all Encumbrances, and is not a party to or bound by any Contract or other obligation whatsoever that limits or impairs its ability to sell, transfer, assign or convey, or that otherwise affects, the Intellectual Property. No Person has been granted any interest in or right to use all or any portion of the Intellectual Property.

6.26 Title to Intellectual Property.

The Vendors do not have any knowledge of any infringement or breach of any industrial or intellectual property rights of any other Person by GIN, have not received any notice that the conduct of the Business, including the use of the Intellectual Property, infringes on or breaches any industrial or intellectual property rights of any other Person and do not have any knowledge of any infringement or violation of any of their rights or the rights of GIN in the Intellectual Property. The conduct of the Business does not infringe on the patents, trade marks, licences, trade names, business names, copyright or other industrial or intellectual property rights, domestic or foreign, of any other Person.

6.27 Information Technologies.

The Information Technologies adequately meet the data processing needs of the Business. The data processing and data storage facilities of GIN is adequate and properly protected. The Target or GIN has arranged for back-up data processing services adequate to meet its data processing needs in the event the Information Technologies or any of their components is rendered temporarily or permanently inoperative as a result of a natural or other disaster.

6.28 Insurance.

The Property are covered by fire and other insurance with responsible insurers against such risks and in such amounts as are reasonable for prudent owners of comparable assets. No other insurance is necessary

to the conduct of the Business or would be considered to be desirable by a prudent Person operating a business similar to the Business. The Target or GIN is not in default, whether as to the payment of premiums or with respect to any other provision contained in any insurance policy and has not failed to give any notice or present any Claim under any insurance policy in a due and timely fashion. The Vendors have no reason to believe that any of the insurance policies will not be renewed by the insurer on the scheduled expiry of the policy or will be renewed by the insurer only on the basis that there will be a material increase in premiums payable in respect of the policy.

6.29 Tax Returns.

- (a) The Target, Redstone and GIN have duly and on a timely basis prepared and filed all Tax Returns and other documents required to be filed by them on or before the date hereof in respect of all Taxes and to the knowledge of the Target, Redstone and GIN, such returns and documents are complete and correct in all material respects and clearly and fairly represents the information and tax status of the Target, Redstone and GIN for the relevant period.
- (b) Each of the Target, Redstone and GIN have paid all Taxes which are due and payable by it on or before the date hereof. Adequate provision was made in the Audited Financial Statements for all Taxes for the periods covered by the Audited Financial Statements. To the knowledge of the Vendors, the Target, Redstone, and GIN, the Target, Redstone, and GIN have no liability for Taxes other than those provided for in the Audited Financial Statements and those arising in the Ordinary Course since the date of the Audited Financial Statements and for which adequate provisions have been made on the books of the Target.
- (c) There are no reassessments of any Taxes that have been issued and are outstanding, or pursuant to which there are any amounts owing. No Governmental Authority has challenged, disputed or questioned the Vendors, the Target, Redstone, and GIN in respect of Taxes or of any returns, filings or other reports filed under any statute providing for Taxes. None of the Vendors, the Target, Redstone, or GIN is negotiating any draft assessment or reassessment with any Governmental Authority. None of the Vendors, the Target, Redstone, nor GIN are aware of any contingent Tax liabilities or any grounds for an assessment or reassessment including, without limitation, treatment of income, expenses, credits or other claims for deduction under any return or notice that has substantial authority under applicable statutes, rules or regulations in respect of Taxes. None of the Target, Redstone, nor GIN have received any formal or informal communication from any Governmental Authority that an assessment or reassessment is proposed in respect of any Taxes, regardless of its merits. None of the Target, Redstone, nor GIN have executed or filed with any Governmental Authority any agreement extending the period for the filing of any Tax Returns or for the assessment, reassessment or collection of any Taxes. None of the Target, Redstone, nor GIN have requested, nor entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which: (i) to file any Tax Return with respect to any Taxes for which it is or may be liable; (ii) to file any elections, designations or similar documents or instruments relating to Taxes for which it is or may be liable; (iii) it is required to pay or remit any Taxes or amounts on account thereof; or (iv) any Government Authority may assess, reassess or collect Taxes for which either it is or may be liable.

- (d) None of the Target, Redstone, nor GIN will be obligated to file any Tax Return or to pay any Taxes after the Closing Date as a result of activities conducted on or before the Closing Date.
- (e) All Taxes which the Vendors, the Target, Redstone and GIN are required by law to withhold or to collect have been, to the knowledge of the Target, Redstone and GIN, duly withheld or collected, and paid over to the proper Governmental Authorities, or held by the Target, Redstone and GIN as required under applicable law, and such withholdings and collections and all other payments due in connection therewith are duly reflected in the Audited Financial Statements to the date as of which they were prepared and since that date will be duly entered in the accounts of the Target, Redstone or GIN.

6.30 Material Contracts.

Schedule A contains a true and complete list of all Contracts which are material to the Business (the “**Material Contracts**”) and except as set out in Schedule A, neither the Target or any of its Subsidiaries is a party to or bound by:

- (a) any distributor, sales, advertising, agency or manufacturer’s representative or similar Contract;
- (b) any continuing Contract for the purchase of materials, supplies, equipment or services which are not in the Ordinary Course of the Business;
- (c) any employment or consulting Contract or any other written Contract with any officer, employee or consultant other than oral Contracts of indefinite hire terminable by the employer without cause on reasonable notice;
- (d) any trust indenture, mortgage, hypothec, promissory note, debenture, loan agreement, guarantee or other Contract for the borrowing of money or a leasing transaction of the type required to be capitalized in accordance with GAAP;
- (e) any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to, the liabilities, obligations, indebtedness, or commitments (whether accrued, absolute, contingent or otherwise) or indebtedness of any other Person (except for cheques endorsed for collection);
- (f) any confidentiality, secrecy or non-disclosure Contract relating to any proprietary or confidential information or any non-competition or similar Contract;
- (g) any Contract that expires, or may expire if it is not renewed or extended at the option of any Person other than the Target or one of its Subsidiaries, more than one year after the date of this Agreement;
- (h) any Contract which Materially Adversely Affects or which could Materially adversely affect the Business or any of the Property or is or could be Materially burdensome to it; or
- (i) any Contract entered into by the Target or one of its Subsidiaries other than in the Ordinary Course.

6.31 Contracts in Good Standing.

The Target or GIN has performed all of the obligations required to be performed by it and is entitled to all benefits under, and is not in default or alleged to be in default in respect of, any Contract relating to the Business or the Property (including the Contracts referred to in any Schedule to this Agreement), to which it is a party or by which it is bound or affected. All such Contracts are in good standing and in full force and effect, and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default under any such Contract. There is no dispute between the Target or GIN and any other party under any such Contract. Except as disclosed in the Schedules to this Agreement, none of such Contracts contain terms under which the execution or performance of this Agreement would give any other contracting party the right to terminate or adversely change the terms of that Contract or otherwise require the consent of any other Person. None of those Contracts have been assigned, or if applicable subleased, in whole or in part.

6.32 Permits.

Schedule B sets out a true, accurate and complete list of Permits issued to or held by or for the benefit of the Target or GIN, and there are no other Permits necessary to conduct the Business or to own, lease or operate any of the Property. No such Permit contains any burdensome term, provision, condition, limitation which has or is likely to have any Material Adverse Effect on the Business. Each such Permit is valid, subsisting and in good standing. The Target and GIN is not in default or in breach of the terms of any Permit and, to the knowledge of the Vendors, no Claim is pending or threatened to revoke or limit any Permit.

6.33 Filings.

There is no requirement to make any filing, give any notice to or obtain any Permit as a condition to the lawful completion of the Transactions contemplated by this Agreement or to permit the Target or any one its Subsidiaries to conduct the Business after Closing as the Business is currently conducted.

6.34 Audited Financial Statements.

The Audited Financial Statements have been prepared in accordance with GAAP consistently applied throughout the periods indicated and fairly, completely and accurately present the assets, liabilities (whether accrued, absolute, contingent or otherwise) and financial condition of the Target, Redstone and GIN as at the respective dates indicated and the sales, earnings and results of operations of the Target and Redstone and GIN throughout the periods indicated.

6.35 Dividends and Distributions.

None of the Target, Redstone nor GIN has declared or paid any dividend or made any other distribution on any of its shares of any class or redeemed or purchased or otherwise acquired any of its shares of any class or reduced its authorized capital or issued capital, or agreed to any of the foregoing.

6.36 Undisclosed Liabilities.

Each of the Target, Redstone and GIN has no liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, and is not a party to or bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to the liabilities, obligations, indebtedness or commitments (whether accrued, absolute, contingent

or otherwise) of any Person, that are not disclosed in the Audited Financial Statements or disclosed in the Schedules to this Agreement.

6.37 Absence of Changes.

Except as disclosed in Schedule C, since the date of the Audited Financial Statements, the Target and each of its Subsidiaries has carried on business and conducted its operations and affairs only in the Ordinary Course and the Target and each of its Subsidiaries has not:

- (a) made or suffered any Material Adverse Change;
- (b) suffered any damage, destruction or loss (whether or not covered by insurance) affecting the Property;
- (c) incurred any liability, obligation, indebtedness or commitment (whether accrued, absolute, contingent or otherwise, and whether due or to become due), other than unsecured current liabilities, obligations, indebtedness and commitments incurred in the Ordinary Course;
- (d) paid, discharged or satisfied any Encumbrance, liability, obligation, indebtedness or commitment of the Target or any one of its Subsidiaries (whether accrued, absolute, contingent or otherwise, and whether due or to become due) other than payment of accounts payable and Tax liabilities incurred in the Ordinary Course;
- (e) declared, set aside or paid any dividend or made any other distribution with respect to any shares in the capital of the Target or any one of its Subsidiaries or redeemed, repurchased or otherwise acquired, directly or indirectly any such shares;
- (f) issued or sold or entered into any Contract for the issuance or sale of any shares in the capital of or securities convertible into or exercisable for shares in the capital of the Target or any one of its Subsidiaries;
- (g) made or granted any licence, sale, assignment, transfer, disposition, pledge, mortgage, hypothec or security interest or other Encumbrance on or over any of the Property;
- (h) made any write-off as uncollectible of any Accounts Receivable or any portion thereof;
- (i) cancelled any debts or Claims or made any amendment, termination or waiver of any rights of value to the Target or any one of its Subsidiaries;
- (j) made any capital expenditures or commitments of the Target or its Subsidiaries;
- (k) made any change in the credit terms offered to customers of or by suppliers to the Target or any one of its Subsidiaries;
- (l) terminated, cancelled or modified or received any notice of a request for termination, cancellation or modification of any Material Contract; or
- (m) authorized or agreed to or otherwise committed to do any of the foregoing.

6.38 Claims.

There are no Claims (whether or not purportedly on behalf of the Target) pending or, to the knowledge of the Vendors, threatened against or affecting, the Target, its Subsidiaries, the Property or the Business. To the knowledge of the Vendors, there is not any factual or legal basis on which any such Claim might be commenced with any reasonable likelihood of success.

6.39 Non Arm's Length Transaction.

None of the Target nor any one of its Subsidiaries has made any payment or loan to, or borrowed any moneys from or is otherwise indebted to, any officer, director, employee, shareholder or any other Person not dealing at arm's length with the Target, Redstone or GIN, except as disclosed in the Audited Financial Statements and except for usual employee reimbursements and compensation paid in the Ordinary Course. Except for Contracts of employment, the Target, Redstone or GIN is not a party to any Contract with any officer, director, employee, shareholder or any other Person not dealing at arm's length with the Target, Redstone or GIN (within the meaning of the Tax Act). No officer, director or shareholder of the Target, Redstone or GIN and no entity that is an Affiliate or Associate of one or more of those Persons:

- (a) owns, directly or indirectly, any interest in (except for shares representing less than one per cent of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, employee or consultant of, any Person which is, or is engaged in business as, a competitor of the Business or the Target, GIN or a lessor, lessee, supplier, distributor, sales agent or customer of the Business, the Target, or the Subsidiaries;
- (b) owns, directly or indirectly, in whole or in part, any property that GIN uses in the operation of the Business; or
- (c) has any cause of action or other Claim whatsoever against, or owes any amount to, the Target, Redstone or GIN, in connection with the Business, except for any liabilities reflected in the Audited Financial Statements.

6.40 Inter-Company Services.

There are no Material inter-company services provided to the Target by any Associate or Affiliate of either Vendor.

6.41 Accuracy of Representations and Warranties.

None of the foregoing representations and warranties knowingly contains any untrue statement of material fact or knowingly omits to state any material fact necessary to make any such covenant, warranty or representation not misleading.

**ARTICLE 7
REPRESENTATIONS AND WARRANTIES OF GINSMS**

The Purchaser represents and warrants to the Vendors, the Target, and GIN as follows and acknowledges that the Vendors, the Target, Redstone, and GIN relying on these representations and warranties in connection with the sale by the Vendors of the Target Shares:

7.1 Organization.

GINSMS is a corporation duly incorporated and organized, and is validly subsisting, under the laws of Canada and is up-to-date in the filing of all corporate and similar returns under the laws of that jurisdiction.

7.2 Authorized Capital.

The authorized capital of GINSMS consists of an unlimited number of common shares and an unlimited number of preferred shares, issuable in series, of which 100 common shares are issued and outstanding, all of which have been validly issued and are outstanding as fully paid and non-assessable shares in compliance with the Applicable Laws.

7.3 Corporate Structure

GINSMS does not have any subsidiaries (as such term is defined in the *Canada Business Corporations Act*).

7.4 Corporate Power and Authority.

GINSMS has all necessary corporate power and authority to acquire the Target Shares, to enter into this Agreement and to perform its obligations hereunder and all necessary corporate action has been taken by or on the part of GINSMS to authorize its execution and delivery of this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by it and the performance of its obligations hereunder and thereunder.

7.5 Enforceability.

This Agreement has been duly executed and delivered by GINSMS and (assuming due execution and delivery by the other Parties) is a legal, valid and binding obligation of GINSMS enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction. Each of the contracts, agreements and instruments required by this Agreement to be delivered by GINSMS will at the Closing Date have been duly executed and delivered by it and (assuming due execution and delivery by the other parties thereto) will be enforceable against it in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

7.6 Consents and Approvals.

There is no requirement for GINSMS to make any filing with or give any notice to any Governmental Authority or to obtain any Permit, as a condition to the lawful completion of the Transactions.

7.7 Absence of Conflict.

The execution, delivery and performance by GINSMS of this Agreement and the completion of the Transactions will not, (whether after the passage of time or notice or both), result in:

- (a) the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any of its obligation, under:

- (i) any Contract to which it is a party or by which any of its undertakings, property or assets is bound or affected;
 - (ii) any provision of its Constatng Documents or resolutions of its board of directors (or any committee thereof) or shareholders;
 - (iii) any Approval issued to, held by or for the benefit of, GINSMS;
 - (iv) any Applicable Law; or
- (b) the requirement for any Approval from any creditor of GINSMS.

7.8 No Finder's Fees.

The Purchaser has not taken, and will not take, any action that would cause either Vendor to become liable to any Claim for a brokerage commission, finder's fee or other similar arrangement.

7.9 Business and Assets.

GINSMS does not carry on any business, not does it have any fixed, tangible or intangible assets.

7.10 Employees.

GINSMS does not have any employees.

7.11 No Liabilities.

GINSMS has no liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, and is not a party to or bound by any agreement of guarantee, support, indemnification, assumption or endorsement of, or any other similar commitment with respect to the liabilities, obligations, indebtedness or commitments (whether accrued, absolute, contingent or otherwise) of any Person.

7.12 No Claims.

There are no Claims (whether or not purportedly on behalf of GINSMS) pending or, to the knowledge of GINSMS, threatened against or affecting GINSMS. To the knowledge of GINSMS, there is not any factual or legal basis on which any such Claim might be commenced with any reasonable likelihood of success.

7.13 Accuracy of Representations and Warranties.

None of the foregoing representations and warranties knowingly contains any untrue statement of material fact or knowingly omits to state any material fact necessary to make any such covenant, warranty or representation not misleading.

**ARTICLE 8
COVENANTS**

8.1 Conduct Prior to Closing of GINSMS.

Without in any way limiting any other obligations of GINSMS hereunder, from the date hereof to the Closing Date, GINSMS shall not carry on any business that is not currently carried on by it.

8.2 Conduct Prior to Closing of the Target and its Subsidiaries.

Without in any way limiting any other obligations of the Vendors and the Target hereunder, from the date hereof to the Closing Date:

- (a) the Vendors shall cause the Target and its Subsidiaries to conduct the Business and the operations and affairs of the Target only in the Ordinary Course, and the Target and its Subsidiaries shall not, without the prior written consent of GINSMS, enter into any transaction or refrain from doing any action that, if effected before the date of this Agreement, would constitute a breach of any representation, warranty, covenant or other obligation of the Vendors in this Agreement and, without limiting the generality of the foregoing, the Vendors shall cause the Target and its Subsidiaries:
 - (i) not to amalgamate, merge or consolidate with or acquire or agree to acquire all or substantially all of the shares and assets of any Person, not to acquire or lease or agree to acquire or lease any business operations or any equity interests in any other Person, not to acquire or agree to acquire any legal or beneficial interest in any real property or not to occupy, lease, manage or control or agree to occupy, lease or manage or control any facility or property;
 - (ii) not to enter into any compromise or settlement of any litigation, proceeding or government investigation relating to the Business or any of the Property;
 - (iii) not to make any Material modification to its usual sales, human resource, accounting, software, or management practices, processes or systems;
 - (iv) not to enter into any Contract of the kind described in Section 6.30;
 - (v) not to move any Material part of the Business to any other location from which GIN does not carry on the Business at the date hereof; or
 - (vi) not to make any change to its Constating Documents;
- (b) the Vendor shall cause the Target and its Subsidiaries:
 - (i) to continue to maintain in full force and effect all the insurance policies or renewals thereof currently in effect; and
 - (ii) to report all Claims or known circumstances or events which may give rise to a Claim to its insurers under the insurance policies in a due and timely manner to the Closing Date and to provide copies of those reports to GINSMS;

- (c) the Vendors shall use their best efforts to preserve, and cause the Target and its Subsidiaries to preserve intact, the Business, the Property, and the operations and affairs of the Target and its Subsidiaries and to carry on the Business and the affairs of the Target and its Subsidiaries as currently conducted, and to promote and preserve for GINSMS the goodwill of suppliers, customers and others having business relations with the Target and its Subsidiaries;
- (d) the Vendors shall cause the Target and its Subsidiaries to pay and discharge the liabilities of the Target and its Subsidiaries in the Ordinary Course in accordance and consistent with the previous practice of the Target and its Subsidiaries, except those contested in good faith by the Target or its Subsidiaries;
- (e) the Vendor shall use its best efforts to take and cause the Target and/or its Subsidiaries to take, all necessary corporate action, steps and proceedings to approve or authorize, validly and effectively, the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and to complete the transfer of the Target Shares to GINSMS and to cause all necessary meetings of directors and shareholders of the Vendors and the Target to be held for that purpose; and
- (f) the Vendors shall and shall cause the Target to periodically report to GINSMS as it may reasonably request concerning the state of the Target, the Business and the Property.

8.3 Conduct of Vendors Subsequent to Closing

- (a) From the Closing Date and for a period of one (1) year thereafter, the Vendors agree that if required under Applicable Laws, they would each execute and deliver a certificate page in connection with the filing of a prospectus by GINSMS in any jurisdiction in Canada; and
- (b) on or before the Business Day prior to the date a preliminary prospectus is filed by GINSMS in any jurisdiction in Canada, the Vendors shall cause to be delivered in respect of each of the Target, each of its Subsidiaries and each Vendor:
 - (i) a certificate of status or its equivalent under the laws of the jurisdiction governing its corporate existence;
 - (ii) a certificate of incumbency; and
 - (iii) Constatting Documents certified by one of its senior officers or directors, and in the case of each Vendor, of the resolutions of the board of directors and (if required by Applicable Law) shareholders of that Vendor authorizing the execution, delivery and performance of this Agreement and of all contracts, agreements, instruments, certificates and other documents required by this Agreement to be delivered by the Vendors;
- (c) on or before the Business Day prior to the date a preliminary prospectus is filed by GINSMS in any jurisdiction in Canada, the Vendors shall cause to be delivered a favourable opinion of the Vendors' counsel, addressed to GINSMS and such other party as GINSMS may reasonably request, and dated as the date thereof, in form and substance satisfactory to GINSMS, acting reasonably, to the effect that:

- (i) each of the Target and the Subsidiaries has been duly incorporated and organized and is validly existing under the laws of its jurisdiction of organization and has corporate power to own its property and to carry on its business that is now being conducted by it and it is in good standing with respect to filings with the appropriate Governmental Authorities; and
- (ii) the authorized and issued capital of the Target and each of its Subsidiaries is as disclosed in the Agreement and all of the issued and outstanding securities of Redstone is owned by the Target and all of the issued and outstanding securities of GIN is owned by Redstone.

ARTICLE 9 SURVIVALS, INDEMNIFICATION AND TAX INFORMATION

9.1 Survival of Representations and Warranties.

The representations and warranties in Article 5, 6 and 7 hereof, shall survive the completion of the Transactions, in accordance with the following provisions:

- (a) the representations and warranties relating directly or indirectly to Tax liability shall, unless based upon any misrepresentation made or fraud committed in filing a return or supplying information for the purposes of the Tax Act, as amended, or any other legislation imposing tax, continue in full force and effect until the expiration of the last of the limitation periods contained in the Tax Act, as amended, and any other applicable legislation imposing tax, subsequent to the expiration of which an assessment, reassessment or other form of recognized document assessing liability for Tax, interest or penalties thereunder for the period ended on the Closing Date cannot be issued;
- (b) the representations and warranties relating to Tax liability and based upon any misrepresentation made or fraud committed in filing a return or in supplying information for the purposes of the Tax Act, as amended, or any other legislation imposing Tax shall continue in full force and effect and be unlimited as to duration;
- (c) to the extent they have not been fully performed on or prior to the Closing Date, the remaining representations and warranties set forth in Articles 5, 6 and 7 shall continue in full force and effect for a period of two (2) years from the Closing Date; and
- (d) After the applicable survival period specified in subparagraphs 9.1(a) and 9.1(c), if no Claim shall have been made hereunder prior to expiry of such survival periods against a Party hereto with respect to any incorrectness in or breach of any representations or warranty contained herein, or any non-fulfillment of any covenant or agreement on the part of a Party, the Party making the representation or warranty in this Agreement shall have no further liability hereunder with respect to any such representation or warranty.

9.2 Indemnity.

- (a) GINSMS agrees to indemnify and save harmless the Vendors, and the Vendors, the Target, Redstone and GIN agree to indemnify and save harmless GINSMS, from and against all losses, Claims, actions, causes of action and liabilities, including legal fees and disbursements, of any and all nature whatsoever, which the other may suffer, sustain or incur or which may be brought, made or asserted against the other as the result of any

inaccuracy in any representation and warranty made in this Agreement by the indemnifying Party, or which may be suffered or incurred as a result of, in respect of or arising out of any non-fulfillment of any covenant or agreement on the part of such indemnifying Party, subject to the following limitations:

- (b) there shall be no obligation to indemnify in respect of a claim not made in writing within either:
 - (i) the applicable survival period, if any, specified in paragraph 9.1; or
 - (ii) the period of 180 days from the date upon which the Party claiming the indemnity first learned of the facts giving rise to the claim.

9.3 Tax Information.

The Parties shall provide each other with such assistance as may reasonably be requested by any of them in connection with the preparation of any return of Taxes, any audit or other examination by any taxing authority, or any judicial or administrative proceedings relating to liabilities for Taxes arising out of this Agreement, and each will retain and, upon request of another Party, provide such Party with such records or information as is relevant to such return, audit or examination or proceedings. Such assistance shall include providing copies of any relevant returns of taxes and supporting work schedules. The Party requesting assistance hereunder shall reimburse the supplying Party for reasonable out-of-pocket expenses incurred in providing such assistance. Any Party in possession of records or information relating to Taxes shall retain such records and information for such time as may be prescribed by any relevant legislation.

9.4 Tax Assessments.

If any assessments or reassessments of Tax Returns may result in making any representation and warranty in this Agreement inaccurate in any material respect, the Party (and if more than one Party, any one of them) making the representation and warranty may, at its or their expense, require the same to be contested in such manner and upon such basis as such Party may reasonably determine. All other Parties shall offer all reasonable co-operation (but without limitation the obligation to incur expense) as may be required in connection therewith.

9.5 Cumulative Rights.

- (a) Each and every right, remedy and power granted to GINSMS hereunder or under any documents or instruments delivered pursuant to the terms and conditions hereof, shall be cumulative and shall be in addition to any other right, remedy or power herein or therein specifically granted or hereinafter existing in equity or at law, or by virtue of statute or otherwise, and every such right, remedy and power may be exercised by GINSMS from time to time concurrently or independently and as often and in such order as GINSMS may deem expedient.
- (b) Each and every right, remedy and power granted to the Vendors, the Target, Redstone and GIN hereunder or under any documents or instruments delivered pursuant to the terms and conditions hereof, shall be cumulative and shall be in addition to any other right, remedy or power herein or therein specifically granted or hereinafter existing in equity at law, or by virtue of statute or otherwise, and every such right, remedy and

power may be exercised by them from time to time concurrently or independently and as often and in such order as they may deem expedient.

ARTICLE 10 GENERAL

10.1 Best Efforts.

In this Agreement, unless specified otherwise, an obligation of any Party to use its best efforts to obtain any Approval shall not require the Party to make any payment to any Person for the purpose of procuring the Approval, except for payments for amounts due and payable to that Person, payments for incidental expenses incurred by that Person and payments required by any Applicable Law.

10.2 No Third Party Beneficiary.

This Agreement is solely for the benefit of the Parties and no third parties shall accrue any benefit, Claim or right of any kind pursuant to, under, by or through this Agreement.

10.3 Entire Agreement.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior correspondence, agreements, negotiations, discussions and understandings, written or oral. Except as specifically set out in this Agreement, there are no representations, warranties, conditions or other agreements or acknowledgements, whether direct or collateral, express or implied, written or oral, statutory or otherwise, that form part of or affect this Agreement or which induced any party to enter into this Agreement. No reliance is placed on any representation, warranty, opinion, advice or assertion of fact made either prior to, concurrently with, or after entering into this Agreement by any party to this Agreement or its Representatives, to any other Party or its Representatives, except to the extent the representation, warranty, opinion, advice or assertion of fact has been reduced to writing and included as a term in this Agreement, and none of the Parties to this Agreement or any other Agreement has been induced to enter into this Agreement by reason of any such representation, warranty, opinion, advice or assertion of fact. There shall be no liability, either in tort or in contract, assessed in relation to the representation, warranty, opinion, advice or assertion of fact, except as contemplated in this Section.

10.4 Time of Essence.

Time is of the essence of this Agreement.

10.5 Amendment.

This Agreement may be supplemented, amended, restated or replaced only by written agreement signed by each Party.

10.6 Waiver of Rights.

Any waiver of, or consent to depart from, the requirements of any provision of this Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of that right. No single or

partial exercise of any such right shall preclude any other or further exercise of that right or the exercise of any other right.

10.7 Jurisdiction.

The parties hereby irrevocably and unconditionally consent to and submit to the courts of the Province of Alberta for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby (and agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by single registered mail to the addresses of the parties set forth in this Agreement will be effective service of process for any action, suit or proceeding brought against either party in such court.

10.8 Governing Law.

This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the province of Alberta and the laws of Canada applicable in that province.

10.9 Notices.

Any notice, demand or other communication (in this Section 10.9, a “**notice**”) required or permitted to be given or made under this Agreement must be in writing and is sufficiently given or made if:

- (a) delivered in person and left with a receptionist or other responsible employee of the relevant Party at the applicable address set forth below;
- (b) sent by prepaid courier service or (except in the case of actual or apprehended disruption of postal service) mail; or
- (c) sent by facsimile transmission, with confirmation of transmission by the transmitting equipment (a “**Transmission**”);

in the case of a notice to Royal Link, addressed to it at:

Flat A, 14/F
Fung Lok Commercial Building
163 Wing Lok Street
Sheung Wan, Hong Kong

and in the case of a notice to Panaco, addressed to it at:

Room 1004, 10th Floor
Workington Tower
No. 78 Bonham Strand
Sheung Wan, Hong Kong

and in the case of a notice to Wisefit, addressed to it at:

Flat 10B, Holty Court

1 Holly Road
Happy Valley, Hong Kong

and in the case of a notice to Best Power, addressed to it at:

Shop 215, Manley Plaza
995-997 King's Road
Quarry Bay, Hong Kong

and in the case of a notice to GINSMS, addressed to it at:

418 Queen Boulevard
St-Lambert, Quebec, J4R 1J2.

and in the case of a notice to the Target, Redstone and GIN, addressed to it at:

14/F., Hang Lung House
184-192 Queen's Road Central
Hong Kong

Any notice sent in accordance with this Section 10.9 shall be deemed to have been received:

- (d) if delivered prior to or during normal business hours on a Business Day in the place where the notice is received, on the date of delivery;
- (e) if sent by mail, on the fifth Business Day in the place where the notice is received after mailing, or, in the case of disruption of postal service, on the fifth Business Day after cessation of that disruption;
- (f) if sent by facsimile during normal business hours on a Business Day in the place where the Transmission is received, on the same day that it was received by Transmission, on production of a Transmission report from the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the relevant facsimile number of the recipient; or
- (g) if sent in any other manner, on the date of actual receipt;

except that any notice delivered in person or sent by Transmission not on a Business Day or after normal business hours on a Business Day, in each case in the place where the notice is received, shall be deemed to have been received on the next succeeding Business Day in the place where the notice is received.

Any Party may change its address for notice by giving notice to the other Parties.

10.10 Assignment.

No Party may assign or transfer, whether absolutely, by way of security or otherwise, all or any part of its rights or obligations under this Agreement to any Person.

10.11 Further Assurances.

Each Party shall promptly do, execute, deliver or cause to be done, executed or delivered all further acts, documents and matters in connection with this Agreement that any other Party may reasonably require, for the purposes of giving effect to this Agreement.

10.12 Severability.

If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, that provision shall, as to that jurisdiction, be ineffective only to the extent of that restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement, without affecting the validity or enforceability of that provision in any other jurisdiction and, if applicable, without affecting its application to the other Parties or circumstances. The Parties shall engage in good faith negotiations to replace any provision which is so restricted, prohibited or unenforceable with an unrestricted and enforceable provision, the economic effect of which comes as close as possible to that of the restricted, prohibited or unenforceable provision which it replaces.

10.13 Successors and Assigns.

This Agreement shall be binding on, and shall enure to the benefit of, the Parties and their respective successors and permitted assigns.

10.14 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement. To evidence the fact that it has executed this Agreement, a Party may send a copy of its executed counterpart to all other Parties by Transmission and the signature transmitted by Transmission shall be deemed to be its original signature for all purposes.

10.15 Language.

The Parties do hereby agree that this Agreement and related documents be drawn up in the English language only. Les Parties aux présentes ont convenu que cette convention et les documents s'y rattachant soient rédigés en langue anglaise seulement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date first above written.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

ROYAL LINK INVESTMENT LIMITED

By: “Lai Man Kon”
Name: Lai Man Kon
Title: Director

PANACO LIMITED

By: “Raymond Tung”
Name: Raymond Tung
Title:

WISEFIT GLOBAL LIMITED

By: “Randy King Kuen Hung”
Name: Randy King Kuen Hung
Title: Director

BEST POWER CAPITAL RESOURCES LIMITED

By: “Judith Chien”
Name: Judith Chien
Title: Director

GINSMS INC.

By: “Lai Man Kon”
Name: Lai Man Kon
Title: Director

GLOBAL EDGE TECHNOLOGY LTD.

By: “Lai Man Kon”
Name: Lai Man Kon
Title: Director

REDSTONE RESOURCES LIMITED

By: “Lai Man Kon”
Name: Lai Man Kon
Title: Director

GIN INTERNATIONAL LTD.

By: “Lai Man Kon”
Name: Lai Man Kon
Title: Director

SCHEDULE A

Contract (Still Effective @ 31 March 09)

Clients	Description	Effective Date	Expiry Date
HONG KONG CSL LIMITED	IOSMS Service	1-Mar-08	28-Feb-10
NEW WORLD PCS LIMITED (Acq by Hong Kong CSL Limited)	IOSMS Service	3-Mar-08	2-Mar-10
HUTCHISON TELECOMMUNICATIONS (HONG KONG) LIMITED	IOSMS Service	2-Mar-08	1-Mar-10
CHINA MOBILE PEOPLES TELEPHONE COMPANY LIMITED	IOSMS Service	4-Mar-08	3-Mar-10
SMARTONE MOBILE COMMUNICATIONS LIMITED	IOSMS Service	5-Mar-08	4-Mar-10
PCCW Mobile HK Limited	IOSMS Service	6-Mar-08	5-Mar-10
CHINA MOTION TELECOM (HK) LIMITED	IOSMS Service	1-Aug-07	31-Jul-09
CHINA UNICOM INTERNATIONAL LIMITED	IOSMS Service	1-Oct-08	30-Sep-09

Vendor	Description	Effective Date	Expiry Date
Comverging (HK) Limited / Teleplus Technologies Limited	S&P of new IOSMS	13-Aug-08	[Completed]
Link Concept Limited	O&M agreement	10-Mar-09	9-Mar-10
Plotio Investment (HK) Limited	Tenancy Agreement	1-Jan-09	31-Dec-11
PCCW HKT Telephone Limited	GN Database Service	1-Mar-08	28-Feb-11
Singapore Telecom Hong Kong Limited	Data Centre	26-Sep-08	25-Sep-10
PCCW Limited	Leased line (FrameLink)	10-Oct-08	9-Oct-10
China Unicom International Limited	SMS Delivery Agreement	1-Oct-08	30-Sep-09

Employment Contract	Effective Date	Expiry Date
CW Yuen	1-Apr-08	N/A
Vincent Leung	27-Jan-03	N/A

**SCHEDULE B
PERMITS**

1. **Public Non-Exclusive Telecommunications Service License held by GIN**

SCHEDULE C
MATERIAL CHANGES SINCE MARCH 31, 2009

Nil

Dated effective the 10th day of June 2009

ROYAL LINK INVESTMENT LIMITED

-AND-

PANACO LIMITED

-AND-

WISEFIT GLOBAL LIMITED

-AND-

BEST POWER CAPITAL RESOURCES LIMITED

-AND-

GINSMS INC.

-AND-

GLOBAL EDGE TECHNOLOGY LTD.

-AND-

REDSTONE RESOURCES LIMITED

-AND-

GIN INTERNATIONAL LTD.

SUPPLEMENTAL AGREEMENT
for Share Purchase Agreement dated 26 May 2009

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THIS AGREEMENT is made effective the 10th day of JUNE 2009

AMONG:

- (1) **ROYAL LINK INVESTMENT LIMITED**, a Hong Kong corporation
(hereinafter called “**Royal Link**”)
- (2) **PANACO LIMITED**, a Hong Kong corporation
(hereinafter called “**Panaco**”)
- (3) **WISEFIT GLOBAL LIMITED**, a BVI corporation
(hereinafter called “**Wisefit**”)
- (4) **BEST POWER CAPITAL RESOURCES LIMITED**, a Hong Kong corporation
(hereinafter called “**Best Power**”)
(collectively, Panaco, Royal Link, Wisefit and Best Power are the “**Vendors**”)
- (5) **GINSMS INC.**, a corporation incorporated under the laws of Canada
(hereinafter called “**GINSMS**” or “**Purchaser**”)
- (6) **GLOBAL EDGE TECHNOLOGY LTD.**, a BVI corporation
(hereinafter called the “**Target**”)
- (7) **REDSTONE RESOURCES LIMITED**, a BVI corporation
(hereinafter called “**Redstone**”)
- (8) **GIN INTERNATIONAL LTD.**, a Hong Kong corporation
(hereinafter called “**GIN**”)

WHEREAS:

- (A) By a share purchase agreement (the “**SP Agreement**”) dated 26 May 2009 and entered into among Royal Link, Panaco, Wisefit, Best Power as vendors, GINSMS as purchaser, Target, Redstone and GIN, GINSMS had agreed to purchase and the Vendors had agreed to sell the Target Shares on the terms and conditions set forth therein.
- (B) The parties to the SP Agreement have agreed to vary and include certain terms of the SP Agreement in the manner as set out in this supplemental agreement (“**this Supplemental Agreement**”).

In consideration of clarifying the parties’ benefits and obligations, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

- 1.1 In this Supplemental Agreement and unless the context otherwise requires, definitions used in the SP Agreement shall have the same meanings herein.

- 1.2 Reference to a Clause, unless the context otherwise requires, shall be construed as the respective clause of the SP Agreement.

2. AMENDMENT TO THE SP AGREEMENT

- 2.1 The following Clause 2.4 shall be added after the original Clause 2.3 of the SP Agreement:

“2.4 The parties to this Agreement hereby acknowledge and agree that all earnings, revenues and account receivables and all debts, liabilities, obligations, account payables and contractual commitments of the Target from and after April 1, 2009 shall be retained by the GINSMS following the Closing.”

3. GENERAL

- 3.1 Subject only to the variation herein contained and such other alterations (if any) as may be necessary to make the SP Agreement consistent with this Supplemental Agreement, the SP Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental Agreement were inserted therein by way of addition or substitution, as the case may be.

4. GOVERNING LAW

- 4.1 This Supplemental Agreement shall be governed by, and construed in accordance with, the laws of the province of Alberta and the laws of Canada applicable in that province.
- 4.2 Each party hereto irrevocably agrees that the courts of the Province of Alberta shall have non-exclusive jurisdiction in relation to any claim, dispute or difference concerning this Supplemental Agreement and any matter arising therefrom.

5. COUNTERPARTS

- 5.1 This Supplemental Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and is binding on all parties hereto.

IN WITNESS the hands of the duly authorised representatives of the parties hereto the day and year first above written.

SIGNED by **Lai Man Kon**) *“Lai Man Kon”*
for and on behalf of)
ROYAL LINK INVESTMENT LIMITED)
in the presence of:-)

SIGNED by **Tung Siu Man**) *“Tung Siu Man”*
for and on behalf of)
PANACO LIMITED)
in the presence of:-)

SIGNED by **Randy King Kuen Hung**) *“Randy King Kuen Hung”*
for and on behalf of)
WISEFIT GLOBAL LIMITED)
in the presence of:-)

SIGNED by **Judith Chien**) *“Judith Chien”*
for and on behalf of)
BEST POWER CAPITAL RESOURCES)
LIMITED)
in the presence of:-)

SIGNED by **Lai Man Kon**) *“Lai Man Kon”*
for and on behalf of)
GINSMS INC.)
in the presence of:-)

SIGNED by **Lai Man Kon**) *“Lai Man Kon”*
for and on behalf of)
GLOBAL EDGE TECHNOLOGY LTD.)
in the presence of:-)

SIGNED by **Lai Man Kon**) *“Lai Man Kon”*
for and on behalf of)
REDSTONE RESOURCES LIMITED)
in the presence of:-)

SIGNED by **Lai Man Kon**) *“Lai Man Kon”*
GIN INTERNATIONAL LTD.)
in the presence of:-)

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