

## APPENDIX C

### ESCROW AGREEMENT

**THIS AGREEMENT** is made as of the 31<sup>th</sup> day of July, 2015

**AMONG:**

**BITRUSH CORP.** (the “**Issuer**”)

**AND:**

**CAPITAL TRANSFER AGENCY INC.** (the “**Escrow Agent**”)

**AND:**

**MEZZACAP INVESTMENTS LTD.** (the successor company of MobileUp GmbH)  
(a “**Securityholder**” or “**you**”)

(collectively, the “**Parties**”)

**This Agreement** is being entered into by the Parties in connection with a qualifying transaction of the Issuer to be listed with the Canadian Securities Exchange Inc. (the “**Exchange**”).

**For good and valuable consideration**, the Parties agree as follows:

#### **PART 1 ESCROW**

##### **1.1 Appointment of Escrow Agent**

The Issuer and the Securityholders appoint the Escrow Agent to act as escrow agent under this Agreement. The Escrow Agent accepts the appointment.

##### **1.2 Deposit of Escrow Securities in Escrow**

- (1) You are depositing the securities (**escrow securities**) listed opposite your name in Schedule “A” with the Escrow Agent to be held in escrow under this Agreement. You will immediately deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of these securities which you have or which you may later receive.
- (2) If you receive any other securities (**additional escrow securities**):
  - (a) as a dividend or other distribution on escrow securities;

- (b) on the exercise of a right of purchase, conversion or exchange attaching to escrow securities, including securities received on conversion of special warrants;
- (c) on a subdivision, or compulsory or automatic conversion or exchange of escrow securities; or
- (d) from a successor issuer in a business combination, if Part 6 of this Agreement applies,

you will deposit them in escrow with the Escrow Agent. You will deliver or cause to be delivered to the Escrow Agent any share certificates or other evidence of those additional escrow securities. When this Agreement refers to **escrow securities**, it includes additional escrow securities.

- (3) You will immediately deliver to the Escrow Agent any replacement share certificates or other evidence of additional escrow securities issued to you.

### **1.3 Direction to Escrow Agent**

The Issuer and the Securityholders direct the Escrow Agent to hold the escrow securities in escrow until they are released from escrow under this Agreement.

## **PART 2 RELEASE OF ESCROW SECURITIES**

### **2.1 Release Provisions**

The provisions of Schedule “B” is incorporated into and form part of this Agreement.

### **2.2 Additional escrow securities**

If you acquire additional escrow securities in connection with the transaction to which this agreement relates, those securities will be added to the securities already in escrow, to increase the number of remaining escrow securities. After that, all of the escrow securities will be released in accordance with the applicable release schedule.

### **2.3 Delivery of Share Certificates for Escrow Securities**

The Escrow Agent will send to each Securityholder any share certificates or other evidence of that Securityholder’s escrow securities in the possession of the Escrow Agent released from escrow as soon as reasonably practicable after the release.

### **2.4 Replacement Certificates**

If, on the date a Securityholder’s escrow securities are to be released, the Escrow Agent holds a share certificate or other evidence representing more escrow securities than are to be released, the Escrow Agent will deliver the share certificate or other evidence to the Issuer or its transfer agent and request replacement share certificates or other evidence. The Issuer will cause

replacement share certificates or other evidence to be prepared and delivered to the Escrow Agent. After the Escrow Agent receives the replacement share certificates or other evidence, the Escrow Agent will send to the Securityholder or at the Securityholder's direction, the replacement share certificate or other evidence of the escrow securities released. The Escrow Agent and Issuer will act as soon as reasonably practicable.

## **2.5 Release upon Death**

- (1) If a Securityholder dies, the Securityholder's escrow securities will be released from escrow. The Escrow Agent will deliver any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent to the Securityholder's legal representative.
- (2) Prior to delivery the Escrow Agent must receive:
  - (a) a certified copy of the death certificate; and
  - (b) any evidence of the legal representative's status that the Escrow Agent may reasonably require.

## **2.6 Discretionary Applications**

The Exchange may consent to the release from escrow of escrow securities in other circumstances and on terms and on conditions it deems appropriate. Securities may be released from escrow provided that the Escrow Agent receives written notice from the Exchange.

## **PART 3 EARLY RELEASE ON CHANGE OF ISSUER STATUS**

### **3.1 Early Release – Graduation to Tier 1 Issuer**

- (1) When an "emerging issuer", as such term is defined in National Policy 46-201 - *Escrow for Initial Public Offerings* ("NP 46-201"), (a "**Tier 2 Issuer**") becomes an "established issuer", as such term is defined in NP 46-201, (a "**Tier 1 Issuer**") the release schedule for its escrow securities changes.
- (2) If the Issuer reasonably believes that it meets the Initial Listing Requirements of a Tier 1 Issuer as described in section 3.3 of NP 46-201, the Issuer may make application to the Exchange to be listed as a Tier 1 Issuer. The Issuer must also concurrently provide notice to the Escrow Agent that it is making such an application.
- (3) Upon the listing of the Issuer as a Tier 1 Issuer, the Issuer's release schedule will be replaced by Schedule C:
- (4) Within 10 days of the Exchange confirming the Issuer's listing as a Tier 1 Issuer, the Escrow Agent must release any escrow securities from escrow securities which under the

new release schedule would have been releasable at a date prior to the date of Exchange acceptance.

## **PART 4 DEALING WITH ESCROW SECURITIES**

### **4.1 Restriction on Transfer, etc.**

Unless it is expressly permitted in this Agreement, you will not sell, transfer, assign, mortgage, enter into a derivative transaction concerning, or otherwise deal in any way with your escrow securities or any related share certificates or other evidence of the escrow securities. If a Securityholder is a private company controlled by one or more Principals of the Issuer, the Securityholder may not participate in a transaction that results in a change of its control or a change in the economic exposure of the Principals to the risks of holding escrow securities.

### **4.2 Pledge, Mortgage or Charge as Collateral for a Loan**

You may pledge, mortgage or charge your escrow securities to a financial institution as collateral for a loan, provided that no escrow securities or any share certificates or other evidence of escrow securities will be transferred or delivered by the Escrow Agent to the financial institution for this purpose. The loan agreement must provide that the escrow securities will remain in escrow if the lender realizes on the escrow securities to satisfy the loan.

### **4.3 Voting of Escrow Securities**

Although you may exercise voting rights attached to your escrow securities, you may not, while your securities are held in escrow, exercise voting rights attached to any securities (whether in escrow or not) in support of one or more arrangements that would result in the repayment of capital being made on the escrow securities prior to a winding up of the Issuer.

### **4.4 Dividends on Escrow Securities**

You may receive a dividend or other distribution on your escrow securities, and elect the manner of payment from the standard options offered by the Issuer. If the Escrow Agent receives a dividend or other distribution on your escrow securities, other than additional escrow securities, the Escrow Agent will pay the dividend or other distribution to you on receipt.

### **4.5 Exercise of Other Rights Attaching to Escrow Securities**

You may exercise your rights to exchange or convert your escrow securities in accordance with this agreement.

## **PART 5 PERMITTED TRANSFERS WITHIN ESCROW**

### **5.1 Transfer to Directors and Senior Officers**

- (1) You may transfer escrow securities within escrow to existing or, upon their appointment, incoming directors or senior officers of the Issuer or any of its material operating subsidiaries, if the Issuer's board of directors has approved the transfer.
- (2) Prior to the transfer the Escrow Agent must receive:
  - (a) a certified copy of the resolution of the board of directors of the Issuer approving the transfer;
  - (b) a certificate signed by a director or officer of the Issuer authorized to sign, stating that the transfer is to a director or senior officer of the Issuer or a material operating subsidiary and that any required acceptance from the Exchange the Issuer is listed on has been received;
  - (c) an acknowledgment in the form of Schedule D signed by the transferee; and
  - (d) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

## **5.2 Transfer to Other Principals**

- (1) You may transfer escrow securities within escrow:
  - (a) to a person or company that before the proposed transfer holds more than 20% of the voting rights attached to the Issuer's outstanding securities; or
  - (b) to a person or company that after the proposed transfer
    - (i) will hold more than 10% of the voting rights attached to the Issuer's outstanding securities, and
    - (ii) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries.
- (2) Prior to the transfer the Escrow Agent must receive:
  - (a) a certificate signed by a director or officer of the Issuer authorized to sign, stating that:
    - (i) the transfer is to a person or company that the officer believes, after reasonable investigation, holds more than 20% of the voting rights attached to the Issuer's outstanding securities before the proposed transfer; or
    - (ii) the transfer is to a person or company that:

- (A) the officer believes, after reasonable investigation, will hold more than 10% of the voting rights attached to the Issuer's outstanding securities; and
- (B) has the right to elect or appoint one or more directors or senior officers of the Issuer or any of its material operating subsidiaries after the proposed transfer; and
- (iii) any required approval from the Exchange or any other exchange on which the Issuer is listed has been received;
- (b) an acknowledgment in the form of Schedule D signed by the transferee; and
- (c) a transfer power of attorney, completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent.

### **5.3 Transfer upon Bankruptcy**

- (1) You may transfer escrow securities within escrow to a trustee in bankruptcy or another person or company entitled to escrow securities on bankruptcy.
- (2) Prior to the transfer, the Escrow Agent must receive:
  - (a) a certified copy of either
    - (i) the assignment in bankruptcy filed with the Superintendent of Bankruptcy, or
    - (ii) the receiving order adjudging the Securityholder bankrupt;
  - (b) a certified copy of a certificate of appointment of the trustee in bankruptcy;
  - (c) a transfer power of attorney, duly completed and executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
  - (d) an acknowledgment in the form of Schedule D signed by
    - (i) the trustee in bankruptcy or
    - (ii) on direction from the trustee, with evidence of that direction attached to the acknowledgement form, another person or company legally entitled to the escrow securities.

### **5.4 Transfer Upon Realization of Pledged, Mortgaged or Charged Escrow Securities**

- (1) You may transfer escrow securities you have pledged, mortgaged or charged under section 4.2 to a financial institution as collateral for a loan within escrow to the lender on realization.
- (2) Prior to the transfer the Escrow Agent must receive:
  - (a) a statutory declaration of an officer of the financial institution that the financial institution is legally entitled to the escrow securities;
  - (b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
  - (c) an acknowledgement in the form of Schedule D signed by the financial institution.

## **5.5 Transfer to Certain Plans and Funds**

- (1) You may transfer escrow securities within escrow to or between a registered retirement savings plan (RRSP), registered retirement income fund (RRIF) or other similar registered plan or fund with a trustee, where the beneficiaries of the plan or fund are limited to you and your spouse, children and parents.
- (2) Prior to the transfer the Escrow Agent must receive:
  - (a) evidence from the trustee of the transferee plan or fund, or the trustee's agent, stating that, to the best of the trustee's knowledge, the annuitant of the RRSP or RRIF or the beneficiaries of the other registered plan or fund do not include any person or company other than you and your spouse, children and parents;
  - (b) a transfer power of attorney, executed by the transferor in accordance with the requirements of the Issuer's transfer agent; and
  - (c) an acknowledgement in the form of Schedule D signed by the trustee of the plan or fund.

## **5.6 Effect of Transfer Within Escrow**

After the transfer of escrow securities within escrow, the escrow securities will remain in escrow and released from escrow under this Agreement as if no transfer has occurred, on the same terms that applied before the transfer. The Escrow Agent will not deliver any share certificates or other evidence of the escrow securities to transferees under this Part 5.

## **5.7 Discretionary Applications**

The Exchange may consent to the transfer within escrow of escrow securities in other circumstances and on such terms and conditions as it deems appropriate.

## **PART 6 BUSINESS COMBINATIONS**

### **6.1 Business Combinations**

This Part applies to the following (**business combinations**):

- (a) a formal take-over bid for all outstanding securities of the Issuer or which, if successful, would result in a change of control of the Issuer
- (b) a formal issuer bid for all outstanding equity securities of the Issuer
- (c) a statutory arrangement
- (d) an amalgamation
- (e) a merger
- (f) a reorganization that has an effect similar to an amalgamation or merger

### **6.2 Delivery to Escrow Agent**

- (1) You may tender your escrow securities to a person or company in a business combination. At least five business days prior to the date the escrow securities must be tendered under the business combination, you must deliver to the Escrow Agent:
  - (a) a written direction signed by you that directs the Escrow Agent to deliver to the depositary under the business combination any share certificates or other evidence of the escrow securities and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the Issuer's depositary, and any other documentation specified or provided by you and required to be delivered to the depositary under the business combination; and
  - (b) any other information concerning the business combination as the Escrow Agent may reasonably require.

### **6.3 Delivery to Depositary**

- (1) As soon as reasonably practicable, and in any event no later than three business days after the Escrow Agent receives the documents and information required under section 6.2, the Escrow Agent will deliver to the depositary, in accordance with the direction, any share certificates or other evidence of the escrow securities, and a letter addressed to the depositary that
  - (a) identifies the escrow securities that are being tendered;
  - (b) states that the escrow securities are held in escrow;



- (c) states that the escrow securities are delivered only for the purposes of the business combination and that they will be released from escrow only after the Escrow Agent receives the information described in section 6.4;
- (d) if any share certificates or other evidence of the escrow securities have been delivered to the depository, requires the depository to return to the Escrow Agent, as soon as practicable, the share certificates or other evidence of escrow securities that are not released from escrow into the business combination; and
- (e) where applicable, requires the depository to deliver or cause to be delivered to the Escrow Agent, as soon as practicable, share certificates or other evidence of additional escrow securities that you acquire under the business combination.

#### **6.4 Release of Escrow Securities to Depository**

- (1) The Escrow Agent will release from escrow the tendered escrow securities provided that:
  - (a) the Escrow Agent receives a declaration signed by the depository or, if the direction identifies the depository as acting on behalf of another person or company in respect of the business combination, by that other person or company, that
    - (i) the terms and conditions of the business combination have been met or waived; and
    - (ii) the escrow securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

#### **6.5 Escrow of New Securities**

- (1) If you receive securities (**new securities**) of another issuer (**successor issuer**) in exchange for your escrow securities, the new securities will be subject to escrow in substitution for the tendered escrow securities, unless, immediately after completion of the business combination,
  - (a) the successor issuer is an exempt issuer as defined in the NP 46-201;
  - (b) the escrow holder was subject to this Escrow Agreement and is not a Principal of the successor issuer; and
  - (c) the escrow holder holds less than 1% of the voting rights attached to the successor issuer's outstanding securities. (In calculating this percentage, include securities that may be issued to the escrow holder under outstanding convertible securities in both the escrow holder's securities and the total securities outstanding.)

## **6.6 Release from Escrow of New Securities**

- (1) The Escrow Agent will send to a Securityholder share certificates or other evidence of the Securityholder's new securities as soon as reasonably practicable after the Escrow Agent receives:
  - (a) a certificate from the successor issuer signed by a director or officer of the successor issuer authorized to sign
    - (i) stating that it is a successor issuer to the Issuer as a result of a business combination;
    - (ii) containing a list of the securityholders whose new securities are subject to escrow under section 6.5;
    - (iii) containing a list of the securityholders whose new securities are not subject to escrow under section 6.5;
- (2) The escrow securities of the Securityholders, whose securities are not subject to escrow under section 6.5, will be released, and the Escrow Agent will send any share certificates or other evidence of the escrow securities in the possession of the Escrow Agent in accordance with section 2.4.
- (3) If your new securities are subject to escrow, unless subsection (4) applies, the Escrow Agent will hold your new securities in escrow on the same terms and conditions, including release dates, as applied to the escrow securities that you exchanged.
- (4) If the Issuer is a Tier 2 Issuer and the successor issuer is a Tier 1 Issuer, the release provisions in section 3.1(3) relating to graduation will apply.

## **PART 7 RESIGNATION OF ESCROW AGENT**

### **7.1 Resignation of Escrow Agent**

- (1) If the Escrow Agent wishes to resign as escrow agent, the Escrow Agent will give written notice to the Issuer.
- (2) If the Issuer wishes to terminate the Escrow Agent as escrow agent, the Issuer will give written notice to the Escrow Agent.
- (3) If the Escrow Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Escrow Agent is replaced not later than the resignation or termination date by another escrow agent and that has accepted such appointment, which appointment will be binding on the Issuer and the Securityholders.
- (4) The resignation or termination of the Escrow Agent will be effective, and the Escrow

Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Escrow Agent or Issuer, as applicable, or on such other date as the Escrow Agent and the Issuer may agree upon (the “resignation or termination date”), provided that the resignation or termination date will not be less than 10 business days before a release date.

- (5) If the Issuer has not appointed a successor escrow agent within 60 days of the resignation or termination date, the Escrow Agent will apply, at the Issuer’s expense, to a court of competent jurisdiction for the appointment of a successor escrow agent, and the duties and responsibilities of the Escrow Agent will cease immediately upon such appointment.
- (6) On any new appointment under this section, the successor Escrow Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Escrow Agent, without any further assurance, conveyance, act or deed. The predecessor Escrow Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Escrow Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Escrow Agent in relation to this Agreement and the predecessor Escrow Agent will thereupon be discharged as Escrow Agent.
- (7) If any changes are made to Part 8 of this Agreement as a result of the appointment of the successor Escrow Agent, those changes must not be inconsistent with the policies of the Exchange and the terms of this Agreement and the Issuer to this Agreement will file a copy of the new Agreement with the Exchange.

## **PART 8 NOTICES**

### **8.1 Notice to Escrow Agent**

Documents will be considered to have been delivered to the Escrow Agent on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Capital Transfer Agency Inc.  
121 Richmond Street West  
Suite 401  
Toronto, Ontario M5H 2K1  
Att.: Sandra Presnail  
Fax: (416) 350 5008

### **8.2 Notice to Issuer**

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand

or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

BitRush Corp.  
133 Richmond Street West  
Suite 403  
Toronto, Ontario M5H 2L3  
Att.: Warren Hawkins  
Fax: (416) 603 8436

### **8.3 Deliveries to Securityholders**

Documents will be considered to have been delivered to a Securityholder on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.

Any share certificates or other evidence of a Securityholder's escrow securities will be sent to the Securityholder's address on the Issuer's share register unless the Securityholder has advised the Escrow Agent in writing otherwise at least ten business days before the escrow securities are released from escrow. The Issuer will provide the Escrow Agent with each Securityholder's address as listed on the Issuer's share register.

### **8.4 Change of Address**

- (1) The Escrow Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to each Securityholder.
- (2) The Issuer may change its address for delivery by delivering notice of the change of address to the Escrow Agent and to each Securityholder.
- (3) A Securityholder may change that Securityholder's address for delivery by delivering notice of the change of address to the Issuer and to the Escrow Agent.

### **8.5 Postal Interruption**

A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

## **PART 9 GENERAL**

### **9.1 Interpretation – “holding securities”**

When this Agreement refers to securities that a Securityholder “holds”, it means that the Securityholder has direct or indirect beneficial ownership of or control or direction over the securities.

## **9.2 Enforcement by Third Parties**

The Issuer enters this Agreement both on its own behalf and as trustee for the Exchange and the Securityholders of the Issuer, and this Agreement may be enforced by either the Exchange, or the Securityholders of the Issuer, or both.

## **9.3 Termination, Amendment, and Waiver of Agreement**

- (1) Subject to subsection 9.3(3), this Agreement shall only terminate:
  - (a) with respect to all the Parties:
    - (i) as specifically provided in this Agreement;
    - (ii) subject to subsection 9.3(2), upon the agreement of all Parties; or
    - (iii) when the Securities of all Securityholders have been released from escrow pursuant to this Agreement; and
  - (b) with respect to a Party:
    - (i) as specifically provided in this Agreement; or
    - (ii) if the Party is a Securityholder, when all of the Securityholder's Securities have been released from escrow pursuant to this Agreement.
- (2) An agreement to terminate this Agreement pursuant to section 9.3(1)(a)(ii) shall not be effective unless and until the agreement to terminate
  - (a) is evidenced by a memorandum in writing signed by all Parties; and
  - (b) has been approved by a majority vote of securityholders of the Issuer excluding in each case, Securityholders.
- (4) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver:
  - (a) is evidenced by a memorandum in writing signed by all Parties; and
  - (b) has been approved by a majority vote of securityholders of the Issuer excluding in each case, Securityholders.
- (5) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

#### **9.4 Severance of Illegal Provision**

Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the parties hereto as though the said illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

#### **9.5 Further Assurances**

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this agreement which are necessary to carry out the intent of this Agreement.

#### **9.6 Time**

Time is of the essence of this Agreement.

#### **9.7 Additional Escrow Requirements**

A Canadian exchange may impose escrow terms or conditions in addition to those set out in this Agreement.

#### **9.8 Governing Laws**

The laws of Ontario and the applicable laws of Canada will govern this Agreement.

#### **9.9 Counterparts**

The Parties may execute this Agreement by fax and in counterparts, each of which will be considered an original and all of which will be one agreement.

#### **9.10 Singular and Plural**

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

#### **9.11 Language**

This Agreement has been drawn up in the English language at the request of all parties. Cet acte a été rédigé en anglais à la demande de toutes les parties.

#### **9.12 Benefit and Binding Effect**

This Agreement will benefit and bind the Parties and their heirs, executors, administrators, successors and permitted assigns and all persons claiming through them as if they had been a Party to this Agreement.

### **9.13 Entire Agreement**

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

### **9.14 Successor to Escrow Agent**

Any corporation with which the Escrow Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the business of the Escrow Agent will be the successor of the Escrow Agent under this Agreement without any further act on its part or on the part or any of the Parties, provided that the successor is recognized by the Exchange.

The Parties have executed and delivered this Agreement as of the date set out above.

### **CAPITAL TRANSFER AGENCY INC.**

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Authorized signatory

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Authorized signatory

### **BITRUSH CORP.**



Peter Lukesch  
Chief Executive Officer

Warren Hawkins  
Corporate Secretary

**MEZZACAP INVESTMENTS LTD.**

Alfred Dobias  
Managing Director

**MOBILEUP GMBH**

Alfred Dobias  
Managing Director



**SCHEDULE A  
DEPOSIT FORM**

**Securityholder:**

**Name:**           **MezzaCap Investments Ltd.**

**Signature:**

**Alfred Dobias, Managing Director**

Address for Notice:

Foehrengasse 10A, A-2102 Bisamberg, Austria

**Securities:**

<i>Class and Type (i.e. Value Securities or Surplus Securities)</i>	<i>Number</i>	<i>Certificate(s) (if applicable)</i>
<i>Common shares</i>	<i>83,287,265</i>	

**SCHEDULE B  
RELEASE OF SECURITIES - TIER 2 ISSUER**

**Timed Release**

<b>Release Dates</b>	<b>Percentage of Total Escrowed Securities to be Released</b>	<b>Total Number of Escrowed Securities to be Released</b>
<b>Date of Exchange final approval of the qualifying transaction</b>	<b>10%</b>	<b>8,328,727</b>
<b>6 months following date of final approval</b>	<b>15%</b>	<b>12,493,090</b>
<b>12 months following date of final approval</b>	<b>15%</b>	<b>12,493,090</b>
<b>18 months following date of final approval</b>	<b>15%</b>	<b>12,493,090</b>
<b>23 months following date of final approval</b>	<b>15%</b>	<b>12,493,090</b>
<b>30 months following date of final approval</b>	<b>15%</b>	<b>12,493,089</b>
<b>36 months following date of final approval</b>	<b>15%</b>	<b>12,493,089</b>
<b>TOTAL</b>	<b>100%</b>	<b>83,287,265</b>

**SCHEDULE C  
RELEASE OF SECURITIES - TIER 1 ISSUER**

**Timed Release**

<b>Release Dates</b>	<b>Percentage of Total Escrowed Securities to be Released</b>	<b>Total Number of Escrowed Securities to be Released</b>
<b>Date of Exchange final approval of the qualifying transaction</b>	<b>25%</b>	<b>20,821,816</b>
<b>6 months following date of final approval</b>	<b>25%</b>	<b>20,821,816</b>
<b>12 months following date of final approval</b>	<b>25%</b>	<b>20,821,816</b>
<b>18 months following date of final approval</b>	<b>25%</b>	<b>20,821,817</b>
<b>TOTAL</b>	<b>100%</b>	<b>83,287,265</b>

**SCHEDULE D  
AGREEMENT BY ESCROW TRANSFEREE TO BE BOUND BY ESCROW  
AGREEMENT**

To: Canadian Securities Exchange

The undersigned acknowledges that the securities (“**Securities**”) listed in Appendix “A” attached, have been or will be transferred to the undersigned and that such securities are subject to an escrow agreement dated \_\_\_\_\_ (the “**Escrow Agreement**”).

For other good and valuable consideration, the undersigned agrees to be bound by the Escrow Agreement in respect of the Securities, as if the undersigned was an original signatory to the Escrow Agreement.

Dated at: \_\_\_\_\_ on \_\_\_\_\_.

**Where the Security Holder is an Individual:**

\_\_\_\_\_  
[Signature of transferee/purchaser]

Signed, sealed and delivered by \_\_\_\_\_ [print name of transferee/purchaser]

in the presence of \_\_\_\_\_ . [print name of witness]

\_\_\_\_\_  
[Signature of witness]

\_\_\_\_\_  
[Occupation of witness]

\_\_\_\_\_  
[Address of witness]

**Where the Security Holder is a Company:**

\_\_\_\_\_  
[Signature of authorized representative of transferee/purchaser]

\_\_\_\_\_  
[Signature of authorized representative of transferee/purchaser]

Appendix "A"

Name of Security Holder (Transferor)	Name of Security Holder (Transferee)	Beneficial Owner	Number of Securities	Certificate Numbers