

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4375546

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ENVIROTECH GREEN INC	01/29/2015
RECEIVING PARTY DATA	
Name:	TWIN HILLS RESOURCES (USA) INC
Street Address:	SUITE 1402, 9835-113 STREET
City:	EDMONTON
State/Country:	CANADA
Postal Code:	T5K1N4
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	8685211
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6138842936
Email:	christian@berubepatents.com
Correspondent Name:	CHRISTIAN BERUBE
Address Line 1:	4745 WHISPERING WILLOW DR
Address Line 4:	OTTAWA, CANADA K4B0K7
ATTORNEY DOCKET NUMBER:	10070-005US4
NAME OF SUBMITTER:	CHRISTIAN BERUBE
SIGNATURE:	/CHRISTIAN BERUBE/
DATE SIGNED:	04/19/2017
Total Attachments: 21	
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GENERAL SECURITY AGREEMENT

THIS AGREEMENT made as of the 29th day of January, 2015.

BETWEEN:

TWIN HILLS RESOURCES INC., a corporation incorporated under the laws of Nevada with offices in Alberta

(herein called the "Secured Party")

- and -

ENVIROTECH GREEN INC., a corporation incorporated under the laws of Alberta with offices in Ontario

(herein called the "Debtor").

THIS AGREEMENT WITNESSES that, in consideration of the promises contained herein and other good and valuable consideration, the Debtor agrees with the Secured Party as follows:

ARTICLE I INTERPRETATION

1.1 Defined Terms. In this agreement, unless there is something in the context or subject matter inconsistent therewith,

"Act" means the *Personal Property Security Act* (Ontario), as amended from time to time, and any regulations thereto.

"Business Day" means any day, other than a Saturday or Sunday, on which banks are generally open for business in Toronto, Ontario.

"Collateral" means all present and after-acquired personal property of the Debtor and any proceeds from the sale or other disposition thereof, all of which is further described, without limitation, in Section 2.2.

"Enforcement Date" means the date on which all indebtedness of the Debtor to the Secured Party under the Promissory Note has become immediately due and payable.

"Promissory Note" means the secured convertible promissory note of even date herewith by the Debtor in favour of the Secured Party in the principal amount of \$50,000, as the same may be amended, modified, supplemented or replaced from time to time.

"Secured Obligations" means all indebtedness, obligations and liabilities, present or future, absolute or contingent, matured or not, at any time owing by the Debtor to the Secured Party, or

remaining unpaid to the Secured Party, under or in connection with the Promissory Note and this agreement.

1.2 Other Usages. References to "this agreement", "hereof", "herein", "hereto" and like references refer to this General Security Agreement and the Schedules hereto and not to any particular Article, Section or other subdivision of this agreement. A reference in this agreement to another agreement refers to that other agreement as it may be amended, modified, supplemented, restated or replaced from time to time. A reference in this agreement to a statute refers to that statute as it may be amended and to any restated or successor legislation of comparable effect.

1.3 Number and Gender. Where the context so requires, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

1.4 Headings. The insertion of headings in this agreement is for convenience of reference only and shall not affect the construction or interpretation of this agreement.

1.5 Currency. Unless otherwise specified herein, all statements of or references to dollar amounts in this agreement shall mean lawful money of Canada.

1.6 Applicable Law and Attornment Clause. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby attorn to the courts of the Province of Ontario and agree that those courts shall have non-exclusive jurisdiction to determine all disputes relating to this agreement.

1.7 Prohibited Provisions. In the event that any provision or any part of any provision hereof is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by a court, this agreement shall be construed as not containing such provision or such part of such provision and the invalidity of such provision or such part shall not affect the validity of any other provision or the remainder of such provision hereof, and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

1.8 Time of the Essence. Time shall in all respects be of the essence of this agreement, and no extension or variation of this agreement or any obligation hereunder shall operate as a waiver of this provision.

1.9 Schedules. Each and everyone of the schedules which is referred to in this agreement and attached to this agreement shall form a part of this agreement.

ARTICLE 2 SECURITY INTEREST

2.1 Grant of Security Interest. As general, continuing and collateral security for the payment and performance of all Secured Obligations, the Debtor hereby grants to the Secured Party a security interest in the Collateral.

2.2 Description of Collateral. A security interest is taken in all of the present and after-acquired personal property of the Debtor including, without limitation, a security interest in favour of the Secured Party in the following:

(a) Accounts

all debts, amounts, claims and moneys which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, whether or not earned by performance including, without limitation, all intercompany loans and advances made by the Debtor to its affiliates; all securities, mortgages, bills, notes and other documents now held or owned, or which may be hereafter taken, held or owned, by or on behalf of the Debtor, in respect of the said debts, amounts, claims and moneys or any part thereof; and all books, documents and papers recording, evidencing or relating to the said debts, amounts, claims and moneys or any part thereof, all of which are herein called the "Accounts";

(b) Inventory

all goods or chattels now or hereafter forming the inventory of the Debtor including, without limitation, all goods, merchandise, raw materials, work in process, finished goods, goods held for sale or resale or lease or that have been leased or that are to be, or have been, furnished under a contract of service, and goods used in or procured for packing or packaging, all of which are herein called the "Inventory";

(c) Equipment

all equipment now owned or hereafter acquired by the Debtor, including, without limitation, all machinery, fixtures, plant, tools, furniture, chattels, vehicles of any kind or description including, without limitation, motor vehicles, parts, accessories installed in or affixed or attached to any of the foregoing, all drawings, specifications, plans and manuals relating thereto, and any other tangible personal property which is not inventory, all of which are herein called the "Equipment";

(d) Intangibles

all intangible property now owned or hereafter acquired by the Debtor and which is not Accounts including, without limitation, all contractual rights, goodwill, patents, trademarks, trade names, copyrights and other intellectual property of the Debtor and all other choses in action of the Debtor of every kind, whether due or

owing at the present time or hereafter to become due or owing, all of which are herein called the "Intangibles";

(e) Documents of Title

any writing now or hereafter owned by the Debtor that purports to be issued by or addressed to a bailee and purports to cover such goods and chattels in the bailee's possession as are identified or fungible portions of an identified mass, whether such goods and chattels are Inventory or Equipment, and which writing is treated in the ordinary course of business as establishing that the person in possession of such writing is entitled to receive, hold and dispose of the said writing and the goods and chattels it covers, and further, whether such writing is negotiable in form or otherwise, including bills of lading and warehouse receipts, all of which are herein called the "Documents of Title";

(f) Money

all money now or hereafter owned by the Debtor whether such money is authorized or adopted by the Parliament of Canada as part of its currency or by any foreign government as part of its currency, all of which are herein called the "Money";

(g) Chattel Paper

all present and future agreements made between the Debtor as secured party and others which evidence both a monetary obligation and a security interest in or a lease of specific goods, all of which are herein called the "Chattel Paper";

(h) Instruments

all present and future bills, notes and cheques (as such are defined pursuant to the *Bills of Exchange Act (Canada)*) of the Debtor and all other writings of the Debtor that evidence a right to the payment of money and are of a type that in the ordinary course of business are transferred by delivery without any necessary endorsement or assignment and all letters of credit and advices of credit of the Debtor provided that such letters of credit and advices of credit state that they must be surrendered upon claiming payment thereunder, all of which are herein called the "Instruments";

(i) Securities

all present and future securities held by the Debtor, including shares, options, rights, warrants, joint venture interests, interests in limited partnerships, trust units, bonds, debentures and all other documents which constitute evidence of a share, participation or other interest of the Debtor in property or in an enterprise or which constitute evidence of an obligation of the issuer; subject to Section 2.6, dividends and income derived therefrom, all of which are herein called the "Securities";

(j) Documents

all documents, including, without limitation, all books, invoices, letters, papers and other records, in any form evidencing or relating to the Collateral, all of which are herein called the "Documents";

(k) Proceeds

all property in any form derived directly or indirectly from any dealing with the Collateral or the proceeds therefrom, including, without limitation, property that indemnifies or compensates for the expropriation, destruction or damage of the Collateral or the proceeds therefrom, all of which are herein called the "Proceeds";

(l) Leaseholds

subject to Section 2.5, all leases, now owned or hereafter acquired by the Debtor as lessee (whether oral or written) or any agreement therefor, all of which are herein called the "Leaseholds"; and

(m) Undertaking

all present and future personal property, business, and undertaking of the Debtor not being Accounts, Inventory, Equipment, Intangibles, Documents of Title, Money, Chattel Paper, Instruments, Securities, Documents, Proceeds or Leaseholds, all of which are herein called the "Undertaking".

2.3 Further Description of Collateral. Without limiting the generality of the description of Collateral as set out in Section 2.2, for greater certainty the Collateral shall include all present and future personal property of the Debtor located on or about or in transit to or from each location of assets of the Debtor.

2.4 Attachment of Security Interest. The parties hereby acknowledge that:

- (a) value has been given
- (b) the debtor has rights to the Collateral (that is not after-acquired personal property)

(intentionally left blank)

- (c) the parties have not agreed to postpone the time for attachment of the security interests created by this agreement.

The parties further agree that the security interests created by this agreement are intended to attach to all Collateral in which the Debtor acquires an interest as a result of any amalgamation, arrangement or similar proceeding. The Debtor acknowledges receipt of an executed copy of this agreement.

2.5 Exception re: Leaseholds and Contractual Rights. The last day of the term of any lease, sublease or agreement therefor is specifically excepted from the security interest created by this agreement, but the Debtor agrees to stand possessed of such last day in trust for such person as the Secured Party may direct and the Debtor shall assign and dispose thereof in accordance with such direction. To the extent that the security interest created by this agreement in any Collateral would constitute a breach or cause the acceleration of such Collateral, said security interest shall not be granted hereunder but the Debtor shall hold its interest therein in trust for the Secured Party, shall use its best efforts to obtain the appropriate consents to the attachment of said security interest and shall grant a security interest in such Collateral to the Secured Party forthwith upon obtaining the appropriate consents to the attachment of said security interest.

2.6 Voting and Distributions re: Securities. Prior to the Enforcement Date, all interest, dividends, income and revenue from Securities included in the Collateral (but not the proceeds of disposition of such Securities), if received by the Debtor, shall be paid to the Secured Party, and the Debtor shall be entitled to vote or not to vote such Securities as the Debtor sees fit. On and after the Enforcement Date, all interest, dividends, income and revenue from such Securities, if received by the Debtor, shall be paid to the Secured Party, and the Secured Party shall be entitled to vote or not to vote such Securities as the Secured Party sees fit.

ARTICLE 3 WARRANTIES AND COVENANTS OF THE DEBTOR

3.1 Warranties and Covenants. The Debtor hereby warrants, covenants and agrees with the Secured Party as follows:

- (a) The place of business of the Debtor or, if there is more than one place of business of the Debtor, the principal place of business of the Debtor is located in the Province of Ontario. In the event that the Debtor changes such place of business or principal place of business, as the case may be, to a location other than in the Province of Ontario, it shall promptly notify the Secured Party in writing of the details thereof
- (b) The Collateral which is tangible personal property is now and will be located in the Province of Ontario. In the event any such Collateral becomes located outside the Province of Ontario, the Debtor shall promptly notify the Secured Party in writing of the details thereof. The Debtor shall, at the request of the Secured Party, mark such Collateral which the Debtor owns to indicate clearly that it is subject to the security interests created by this agreement.

- (c) The Debtor shall maintain, preserve, protect and keep the inventory and the Equipment in good repair and working and saleable condition, ordinary wear and tear and insured loss or damage excepted.
- (d) The Debtor shall prevent Collateral from becoming an accession to any personal property not subject to this agreement, or becoming affixed to any real property unless (i) the Debtor has mortgaged the real property to the Secured Party as security for the Secured Obligations, (ii) the affixing constitutes a leasehold improvement in the ordinary course of business or (iii) the Collateral is so affixed under circumstances where removal of the Collateral is permitted by the owner of the real property.
- (e) The Debtor shall deliver to the Secured Party from time to time as the same are acquired by the Debtor all items of Collateral comprising Securities including delivery, upon the execution and delivery of this agreement, of the Securities which are currently owned by the Debtor. Such delivery shall be effected by depositing with the Secured Party all certificates representing such Securities. All certificates so deposited shall be duly endorsed in blank for transfer or shall be attached to duly executed powers of attorney or forms of transfer.
- (f) The Debtor shall notify the Secured Party of any Collateral which constitutes a claim against a government or any instrumentality or agency thereof, the assignment of which claim is restricted or prohibited, and the details of such restrictions or prohibitions.
- (g) The Debtor shall deliver to the Secured Party upon the request of the Secured Party from time to time all items of Collateral comprising Documents of Title, Chattel Paper, Instruments and Documents.
- (h) The Debtor will not use or acquire for use any Collateral as consumer goods.
- (i) The Debtor shall pay all reasonable costs and expenses of the Secured Party, its agents, officers and employees (including, without limitation, reasonable legal fees and disbursements) incurred with respect to:
- (i) the preparation, perfection, execution and filing of this agreement and the filing of financing statement(s) and financing change statement(s) with respect to this agreement;
 - (ii) dealing with other creditors of the Debtor in connection with the establishment and confirmation of the priority of the security interest created by this agreement;
 - (iii) the exercising of any or all of the rights, remedies and powers of the Secured Party under this agreement; and
 - (iv) recovering or repossessing the Collateral and any other proceedings taken for the purpose of enforcing the remedies provided herein, including,

without limitation, the appointment of a receiver, manager or receiver and manager, whether by order of the court or by private appointment.

(j) The Debtor shall indemnify the Secured Party for all reasonable costs and expenses as set out in Sections 3.1(i) and 3.2 and agree that all such costs and expenses shall be payable by the Debtor to the Secured Party on demand and shall bear interest at the annual rate equal to five percent (5), which interest shall be calculated and compounded monthly and payable on demand.

(k) The Debtor will not enter into or consent to any third party entering into, any control agreement that deals, directly or indirectly, with the Collateral other than a Control Agreement as provided for in subsection Error! Reference source not found.

3.2 Performance of Covenants by the Secured Party. The Secured Party may, in its sole discretion and upon notice to the Debtor, perform any covenant of the Debtor under this agreement that the Debtor fails to perform and that the Secured Party is capable of performing, including any covenant the performance of which requires the payment of money, provided that the Secured Party will not be obligated to perform any such covenant on behalf of the Debtor and no such performance by the Secured Party will require the Secured Party further to perform the Debtor's covenants nor operate as a derogation of the rights and remedies of the Secured Party under this agreement.

ARTICLE 4 ACCOUNTS

4.1 Accounts. The Debtor may, at any time and without the consent of the Secured Party, continue to collect, at its own expense, all amounts due or to become due to the Debtor under the Accounts; and in connection with such collections, take (and, at the Secured Party's direction on or after the Enforcement Date, shall take) such action as the Debtor (or, on or after the Enforcement Date, the Secured Party) may deem necessary or advisable to enforce collection of the Accounts; provided, however, that the Secured Party shall have the right at any time on or after the Enforcement Date to notify the account debtors or obligors under any Accounts of the assignment of such Accounts to the Secured Party and to direct such account debtors or obligors to make payment of all amounts due or to become due to the Debtor thereunder directly to the Secured Party and to give valid and binding receipts and discharges therefor and in respect thereof and, upon such notification and at the expense of the Debtor, to enforce collection of any such Accounts, and to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done.

On and after the Enforcement Date,

(a) all money or other form of payment received by the Debtor in respect of the Accounts shall be received in trust for the benefit of the Secured Party hereunder, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Secured Party in the same form as so received (with any necessary

endorsement) to be held as cash collateral and applied as provided by Section 5.8; and

- (b) the Debtor shall not adjust, settle or compromise the amount or payment of any Accounts, or release wholly or partly any account debtor or obligor thereof, or allow any credit or discount thereon.

4.2 Release by the Secured Party. The Secured Party may, at its discretion, at any time release from the security interest created by this agreement any part or parts of the Collateral or any other security or any surety for the Secured Obligations either with or without sufficient consideration therefor without thereby releasing any other part of the Collateral or any person from this agreement.

4.3 Proceeds Held in Trust. All Proceeds that are monies collected or received by the Debtor will be received by the Debtor in trust for the Secured Party and will be forthwith paid to the Secured Party. Notwithstanding the foregoing, the Secured Party shall not exercise its rights under this Section 4.3, and the Debtor's trust obligations under this Section 4.3 need not be complied with, unless such Proceeds arise from a disposition of Collateral which is not permitted under the Promissory Note or unless such Proceeds arise on or after the Enforcement Date.

ARTICLE 5 ENFORCEMENT

5.1 Secured Party Entitled to Enforce Security. The Secured Party shall be entitled to enforce the security hereby constituted, without notice of any kind other than those set forth in the Promissory Note, which notice is expressly waived by the Debtor, on and after the Enforcement Date.

5.2 Remedies. At any time on or after the Enforcement Date, the Secured Party shall have the following rights, powers and remedies:

- (a) to appoint any person to be an agent or any person to be a receiver, manager or receiver and manager (herein called the "Receiver") of the Collateral of the Debtor and to remove any Receiver so appointed and to appoint another if the Secured Party so desires; it being agreed that any Receiver appointed pursuant to the provisions of this agreement shall have all of the powers of the Secured Party hereunder, and in addition, shall have the power to carry on the business of the Debtor;
- (b) to make payments to parties having prior liens on properties on which the Secured Party may hold liens;
- (c) to enter onto any premises where the Collateral may be located;
- (d) to take possession of all or any part of the Collateral by any method permitted by law with power to exclude the Debtor, its agents and its servants therefrom;

- (e) to preserve, protect and maintain the Collateral and make such replacements thereof and additions thereto as the Secured Party shall deem advisable;
- (f) to enjoy and exercise all powers necessary or incidental to the performance of all functions provided for in this agreement including, without limitation, the power to purchase on credit, the power to borrow in the Debtor's name or in the name of the Receiver and to advance its own money to the Debtor at such rates of interest as it may deem reasonable, provided that the Receiver shall borrow money only with the prior consent of the Secured Party, and to grant security interests in the Collateral in priority to the security interest created by this agreement, as security for the money so borrowed;
- (g) to sell, lease or dispose of all or any part of the Collateral whether by public or private sale or lease or otherwise and on any terms so long as every aspect of the disposition is commercially reasonable, including, without limitation, terms that provide time for payment of credit; provided that
- (i) the Secured Party or the Receiver will not be required to sell, lease or dispose of the Collateral, but may peaceably and quietly take, hold, use, occupy, possess and enjoy the Collateral without molestation, eviction, hindrance or interruption by the Debtor or any other person or persons whomsoever for such period of time as is commercially reasonable;
 - (ii) the Secured Party or the Receiver may convey, transfer and assign to a purchaser or purchasers the title to any of the Collateral so sold; and
 - (iii) subject to Section 5.8, the Debtor will be entitled to be credited with the actual proceeds of any such sale, lease or other disposition only when such proceeds are received by the Secured Party or the Receiver in cash or such other form of compensation as may be acceptable to the Secured Party, in its sole discretion;
- (h) to enjoy and exercise all of the rights and remedies of a secured party under the Act or under any other applicable legislation;
- (i) to dispose of all or any part of the Collateral in the condition in which it was on the date possession of it was taken, or after any commercially reasonable repair, processing or preparation for disposition;
- (j) to sell or otherwise dispose of any part of the Collateral without giving any notice whatsoever where:
- (i) the Collateral is perishable;
 - (ii) the Secured Party or the Receiver believes on reasonable grounds that the Collateral will decline speedily in value;
 - (iii) the Collateral is of a type customarily sold on a recognized market;

- (iv) the cost of care and storage of the Collateral is disproportionately large relative to its value;
- (v) every person entitled by law to receive a notice of disposition consents in writing to the immediate disposition of the Collateral; or
- (vi) the Receiver disposes of the Collateral in the course of the Debtor's business;
- (k) to have Securities included in the Collateral registered on the books of the issuers of such Securities in the name of the Secured Party or such nominee of the Secured Party as the Secured Party shall direct;
- (l) to commence, continue or defend proceedings in any court of competent jurisdiction in the name of the Secured Party, the Receiver or the Debtor for the purpose of exercising any of the rights, powers and remedies set out in this Section 5.2, including the institution of proceedings for the appointment of a receiver, manager or receiver and manager of the Collateral; and
- (m) at the sole option of the Secured Party, provided notice is given in the manner required by the Act to the Debtor and to any other person to whom the Act requires notice be given, to elect to retain all or any part of the Collateral in satisfaction of the Secured Obligations.

5.3 License. For the purposes of enabling the Secured Party to exercise its remedies hereunder, the Secured Party is hereby granted a license, sub-license or other right to use, on or after the Enforcement Date, without charge, the Debtor's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral) in completing production of, advertising for sale, and selling any Collateral, and on and after the Enforcement Date but subject to Section 2.5, the Debtor's rights under all licenses and all franchise agreements shall inure to the Secured Party's benefit. In addition, the Debtor hereby irrevocably agrees that the Secured Party may, on and after the Enforcement Date, sell any of the Debtor's Inventory directly to any person, including without limitation, persons who have previously purchased the Debtor's Inventory from the Debtor and in connection with any such sale or other enforcement of the Secured Party's rights under this agreement, may sell Inventory which bears any trademark owned by or licensed to the Debtor and any Inventory that is covered by any copyright owned by or licensed to the Debtor and the Secured Party may finish any work in process and affix any trademark owned by or licensed to the Debtor and sell such Inventory as provided herein.

5.4 Receiver as Secured Party. The Receiver shall be deemed to be the Secured Party of the Debtor for the purpose of establishing liability for the acts or omissions of the Receiver and the Secured Party shall not be liable for such acts or omissions and, without restricting the generality of the foregoing, the Debtor hereby irrevocably authorizes the Secured Party to give instructions to the Receiver relating to the performance of its duties as set out herein.

5.5 Expenses of Enforcement. The Debtor shall pay to the Receiver the remuneration of the Receiver and all costs and expenses (including, without limitation, reasonable legal fees and disbursement) properly incurred by the Receiver pursuant to its appointment and the exercise of its powers hereunder, and shall pay to the Secured Party and the Receiver as required all amounts of money (including interest thereon) borrowed or advanced by either of them pursuant to the powers set out herein, and the obligations of the Debtor to the Secured Party and the Receiver pursuant to this Section 5.5 shall be payable on demand and shall bear interest at an annual rate equal to five percent (5), which interest shall be calculated and compounded monthly and payable on demand.

5.6 Indulgences and Releases. Either the Secured Party or the Receiver may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release any part of the Collateral to third parties and otherwise deal with the Debtor, debtors of the Debtor, sureties and others and with the Collateral and other security as the Secured Party or the Receiver may see fit without prejudice to the Secured Obligations or to the right of the Secured Party and the Receiver to repossess, hold, collect and realize the Collateral.

5.7 No Liability for Failure to Exercise Remedies. The Secured Party and the Receiver shall not be liable or accountable to the Debtor or to any other person for any failure to exercise any of the rights, powers and remedies set out in Section 5.2, and shall not be bound to commence, continue or defend proceedings for the purpose of preserving or protecting any rights of the Secured Party, the Receiver, the Debtor or any other party in respect of the same.

5.8 Proceeds of Disposition. Subject to the claims, if any, of the prior secured creditors of the Debtor, all monies received by the Secured Party or by the Receiver pursuant to Section 5.2 shall be applied in accordance with the Promissory Note.

5.9 Debtor Liable for Deficiency. If the monies received by the Secured Party or the Receiver pursuant to Section 5.2 are not sufficient to pay the Secured Obligations, the Debtor shall immediately pay the Secured Party the amount of such deficiency.

5.10 Restriction on Debtor. Upon the Secured Party taking possession of the Collateral or the appointment of a Receiver, all the powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor with respect to the Collateral shall, to the extent permitted by law, be suspended unless specifically continued by the written consent of the Secured Party; however, all other powers, functions, rights and privileges of the Debtor or any officer, director, servant or agent of the Debtor shall be unaffected by such events.

5.11 Rights Cumulative. All rights and remedies of the Secured Party set out in this agreement shall be cumulative and no right or remedy contained herein is intended to be exclusive but each shall be in addition to every other right or remedy contained herein or in any existing or future security document or now or hereafter existing at law or in equity or by statute. The taking of a judgment or judgments with respect to any of the Secured Obligations shall not operate as a merger of any of the covenants contained in this agreement.

5.12 Care by the Secured Party. The Secured Party shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral in the Secured Party's possession if it takes such action for that purpose as the Debtor requests in writing, but failure of the Secured Party to comply with any such request shall not be deemed to be (or to be evidence of) a failure to exercise reasonable care, and no failure of the Secured Party to preserve or protect any rights with respect to such Collateral against prior parties, or to do any act with respect to the preservation of such Collateral not so requested by the Debtor, shall be deemed a failure to exercise reasonable care in the custody or preservation of such Collateral.

5.13 Standards of Sale. Without prejudice to the ability of the Secured Party to dispose of the Collateral in any manner which is commercially reasonable, the Debtor acknowledges that a disposition of Collateral by the Secured Party which takes place substantially in accordance with the following provisions shall be deemed to be commercially reasonable:

- (a) Collateral may be disposed of in whole or in part;
- (b) Collateral may be disposed of by public sale following one advertisement in a newspaper or trade publication having general circulation in the location of such Collateral at least seven days prior to such sale;
- (c) Collateral may be disposed of by private sale after receipt by the Secured Party of two written offers;
- (d) the purchaser or lessee of such Collateral may be a customer of the Secured Party;
- (e) the disposition may be for cash or credit, or part cash and part credit; and
- (f) the Secured Party may establish a reserve bid in respect of all or any portion of the Collateral.

5.14 Securities of Public Company. The Debtor recognizes that the Secured Party may be unable to effect a public sale of any or all of the Collateral by reason of certain prohibitions contained in the applicable securities laws or otherwise, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Securities for their own account for investment and not with a view to the distribution or resale thereof. The Debtor acknowledges and agrees that any such private sale may result in prices and other terms less favourable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by reason of its being a private sale. The Secured Party shall be under no obligation to delay a sale of any of the Collateral for the period for time necessary to permit the issuer of such Securities to register such Securities for public sale under the applicable securities laws, or otherwise, even if the issuer would agree to do so.

ARTICLE 6
GENERAL

6.1 Waiver. Any breach by the Debtor of any of the provisions contained in this agreement or any default by the Debtor in the observance or performance of any covenant or condition required to be observed or performed by the Debtor hereunder, may only be waived by the Secured Party in writing, provided that no such waiver by the Secured Party shall extend to or be taken in any manner to affect any subsequent breach or default or the rights resulting therefrom.

6.2 The Secured Party as Attorney. The Debtor hereby irrevocably appoints the Secured Party and any person further designated by the Secured Party to be the attorney of the Debtor for and in the name of the Debtor, on and after the Enforcement Date, to execute and do any deeds, documents, transfers, demands, assignments, assurances, consents and things which the Debtor is obliged to sign, execute or do hereunder and, on or after the Enforcement Date, to commence, continue and defend any proceedings authorized to be taken hereunder and generally to use the name of the Debtor in the exercise of all or any of the powers hereby conferred on the Secured Party. The power of attorney hereby granted is coupled with an interest, is irrevocable and shall extend to the successor and assigns of the Debtor. The Debtor agrees to be bound by any representations and actions made or taken in good faith by the Secured Party pursuant to this power of attorney in accordance with the terms thereof and hereby waives any and all defences which may be available to it to contest, negate or disaffirm the actions of the Secured Party taken in good faith under this power of attorney.

6.3 Further Assurances. The Debtor shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such further acts, deeds, mortgages, transfers and assurances and take all such further action or cause such further action to be taken as the Secured Party shall reasonably require for the better assuring, charging, assigning and conferring unto the Secured Party a perfected security interest in the Collateral or property intended to be charged hereunder, Or which the Debtor may hereafter become bound to charge in favour of the Secured Party, for the purpose of accomplishing and effecting the intention of this agreement and the Promissory Note.

6.4 Continuing Security. The security interest constituted hereby shall be deemed to be a continuing security for the Secured Obligations until all of the Secured Obligations from time to time are paid and performed in full and this agreement is terminated.

6.5 No Obligation to Advance. Neither the execution nor delivery of this agreement shall obligate the Secured Party to advance any moneys to the Debtor.

6.6 Consumer Goods. Notwithstanding any other clause in this agreement, in no event shall goods that are used or acquired for use primarily for personal, family or household purposes form part of the Collateral.

6.7 Notices. Any demand, notice or other communication in connection with this agreement shall be in writing and shall be personally delivered to the addressee or sent by telefacsimile, charges prepaid, at or to the address or telefacsimile number of the party set opposite its name below or to such other address or addresses, telefacsimile number or numbers as any party may from time to time designate to the other parties in such manner. Any demand or notice which is personally delivered as aforesaid shall be deemed to have been validly and

effectively given on the date of such delivery if such date is a Business Day and such delivery was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of delivery. Any demand or notice which is transmitted by telefacsimile shall be deemed to have been validly and effectively given on the date of transmission if such date is a Business Day and such transmission was made during normal business hours of the recipient; otherwise, it shall be deemed to have been validly and effectively given on the Business Day next following such date of transmission.

In the case of the Secured Party:

Twin Hills Resources Inc.
P.O. Box 30010
Clearwater P.O.
Fort McMurray, AB, T9J 1A7
Attention: Byron Bailey
Email: bybailey@shaw.ca

In the case of the Debtor:

Envirotech Green Inc.
65 Queen Street, Suite 510
Toronto, ON M5H 2S8

Attention: Jean-Claude Bonhomme
Email: jcb@sympatico.ca

6.8 Assignment. The Secured Party may only assign or transfer this agreement, any of its rights hereunder or any part thereof to any persons to whom any of the Secured Obligations may be assigned in compliance with the Promissory Note. Neither this agreement nor the benefit hereof may be assigned by the Debtor.

6.9 Successors and Assigns. This agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

6.10 Entire Agreement. This agreement and the agreements referred to herein constitute the entire agreement between the parties hereto and supersede any prior agreements, undertakings, declarations, representations and undertakings, both written and oral, in respect of the subject matter hereof.

6.11 Receipt of Financing Statement, etc. The receipt by the Debtor's legal counsel of a financing statement or financing change statement shall be deemed to be receipt of same by the Debtor.

6.12 Acknowledgement. The Debtor hereby acknowledges receipt of an executed copy of this agreement.

6.13 Paramountcy. In the event of any conflict or inconsistency between the provisions of this agreement and the Promissory Note, the provisions of the Promissory Note shall prevail and be paramount to the extent of such conflict or inconsistency.

6.14 Counterparts. This agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this agreement by signing any such counterpart.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF the parties have executed this agreement as per the date herein written above.

TWIN HILLS RESOURCES INC. as

Secured Party

By: 

Name: Byron Bailey

Title: Chairman of the Board

By: _____

Name:

Title:

ENVIROTECH GREEN INC., as Debtor

By: 

Name: Jean Claude Bonhomme

Title: Director

By: 

Name: Lazarus Saidakovsky

Title: DIRECTOR / SECRETARY

ENVIROTECH GREEN INC.

CONVERTIBLE NOTE

CDN \$732,000

January 29, 2015

Subject to the terms and conditions of this Note, for good and valuable consideration received, **Envirotech Green Inc.**, a company having an office at .65 Queen Street, Suite 510., Toronto, Ontario (the "**Company**"), promises to pay to the order of **Twin Hills Resources Inc.** a corporation with an office located at P.O. Box 30010 Clearwater P.O., Fort McMurray, Alberta, the principle amount of **Seven Hundred and Thirty Two Thousand (\$732,000 CDN) DOLLARS**. This note shall bear interest at the rate of 10% per annum, commencing January 29, 2015 and shall be payable in accordance with the terms set out below. The following is a statement of the rights of the holder of this Note ("**Holder**") and the terms and conditions to which the Note is subject, and to which the Holder hereof, by the acceptance of this Note, agrees.

1 PAYMENT AND SECURITY

Unless this Note is converted pursuant to Section 2 below, the outstanding principal amount under this Note and any accrued and unpaid interest thereon will be immediately due and payable in one payment on January 28, 2016. (collectively, the "**Indebtedness**"). Interest will be calculated at 10% per annum paid monthly.

The obligations of the Company hereunder shall be a security by a first ranking charge over all of the accounts receivable assets of the Company. The company will not pledge these accounts receivable to any third party or other corporation without getting the signed written approval of the Note "**HOLDER**".

2 CONVERSION

Subject to the Convertible Loan Agreement, the Indebtedness, evidenced by this NOTE, is convertible at the option of the Holder at any time subject to the terms and provision of the **STOCK PURCHASE AGREEMENT** signed January 31, 2014 between Twin Hills Resources and Envirotech Green Inc. into a number of common shares (the "**Common Shares**") of the company that, at the time of conversion as set forth in the notice as described **STOCK PURCHASE AGREEMENT**, represent a number of the common shares of the Company calculated on a fully diluted basis. No fractional Common Shares will be issued upon conversion of this Note.

The conversion privilege provided for herein shall be exercisable by the Holder by written notice to the Company at the address given above or such other address as the Company may specify from time to time and the surrender of this Note in exchange for the number of Common Shares into which this Note is convertible as provided above Notice under this Section shall specify a date that will be effective date of the conversion.

All of the Common Shares which may be issued upon the conversion of this Note shall, upon issuance,

be fully paid and non assessable.

Upon the conversion of this Note, the Company shall in due course issue to the Holder a certificate or certificates representing the number of Common Shares to which the conversion relates.

3 WAIVER "OF NOTICE

The Company and all endorsers of this Note hereby waive notice, presentment, protest and notice of dishonour

4 NO RIGHTS AS SHAREHOLDER

Prior to conversion of this Note as provided in Section 2 hereof, the Holder shall have no rights under this Note as a shareholder of the Company

5 ENFORCEMENT

This Note is enforceable against the Company in accordance with its terms and terms of a **General Security Agreement** (attached) dated as of January 29, 2015 in favour of the Holder.

6 AMENDMENT

Any provision of the Note may be amended, waived or modified only upon written consent of the company and the Holder.

7 GOVERNING LAW

This Note shall be governed by the construed in accordance with the laws of Alberta.

In WITNESS WHEREOF, the parties have caused this Note to be issued as of the date first written above.

Envirotech Green Inc.,

Per: _____

Lazarus Saldakovsky

Per: _____

Jean-Claude Bonhomme

Sergey RACHINSKIY

Witness,

Per: _____

Per: _____