CLEANVIRO LIMITED PARTNERSHIP

CONFIDENTIAL OFFERING MEMORANDUM

PROMISSORY NOTE DEBT FINANCING

April 30, 2015

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CLEANVIRO LIMITED PARTNERSHIP
(the "**Limited Partnership**")

#301-958 West 8th Ave, Vancouver B.C, V5Z 1E5
T: 604-568-9869 F: 604-568-9830
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Currently Listed or Quoted?	**These securities do not trade on any exchange or market.**
Reporting Issuer?	No
SEDAR Filer?	No

The Offering

Securities Offered:	Promissory Notes (the "**Notes**")
Currency:	Subscriptions will be accepted, and Notes will be issued, in United States dollar ("**US$**") as well as Canadian dollar ("**$**") denominations.
Maximum/Minimum Offering:	$10,000,000 maximum offering (the "**Offering**"). **There is no minimum. Funds available under the Offering may not be sufficient to accomplish our proposed objectives.**
Minimum Subscription Amount:	$20,000 (or US$20,000).
Payment Terms:	Payment for the Notes must be made in full by certified cheque, wire transfer, personal cheque, bank draft, or other acceptable methods of payment, to the Limited Partnership upon execution of an agreement (the "**Subscription Agreement**") or at such later date determined by the General Partner in its sole discretion. Payment must be made in either Canadian dollars or United States dollars, as indicated in the Subscription Agreement. See Item 5.2.
Proposed Closing Date(s):	Continuous offering until the maximum Offering is achieved. Closings may occur from time to time as subscriptions are received.
Income Tax Consequences	There are important tax consequences to these securities. See Item 6.
Selling Agent:	Yes. See Item 7.

Resale Restrictions: You will be restricted from selling your securities for an indefinite period. See Item 10

Purchasers' Rights: You have two (2) business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this Offering Memorandum, you have the right to sue either for damages or to cancel the Subscription Agreement. See Item 11.

No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this Offering Memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item 8.

The Limited Partnership is a limited partnership formed under the laws of the Province of British Columbia. The affairs of the Limited Partnership were previously governed by a limited partnership agreement dated November 18, 2008 and are now governed by an amended and restated limited partnership agreement (the "**Amended and Restated Limited Partnership Agreement**") dated September 11, 2013 and are subject to certain restrictions contained therein. The General Partner, CleanViro Tech Corp. (the "**General Partner**"), has exclusive authority to administer, manage, control and generally carry on the business of the Limited Partnership.

The Notes will constitute unsecured debt of the Limited Partnership pursuant to the Amended Limited and Restated Limited Partnership Agreement. The Notes are being offered by the Limited Partnership to provide capital in order to enable the Limited Partnership to make loans to SMG Asset Co., Ltd. ("**SMG Asset**"), an entity incorporated in South Korea, in consideration of debt instruments (the "**Debt Instruments**") of SMG Asset. SMG Asset, in turn, uses most of the loan proceeds to fund general operations and acquire an equity interest in Geoenvirotec Co. Ltd., ("**Geoenvirotec**"). SMG Asset is the parent company and controlling shareholder of Geoenvirotec. The funds paid by SMG Asset for its equity interest are used by Geoenvirotec to advance the environmental remediation business (the "**CleanViro Business**") that is being carried out by Geoenvirotec. Refer to Item 2 - "Business of the CleanViro Limited Partnership". Some of the loan proceeds are also loaned by SMG Asset to principals of Geoenvirotec, to allow them to also acquire an equity interest in Geoenvirotec. Ultimately, these funds are also used to advance the CleanViro Business. The Limited Partnership may in the future participate with SMG Asset in the acquisition of an equity interest in Geoenvirotec.

Prospective investors should thoroughly review this Offering Memorandum and are advised to consult with their own legal and tax advisors concerning an investment in the Notes.

This Offering Memorandum does not constitute, and may not be used for or in conjunction with, an offer or solicitation of the Notes by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is not authorized by us or to any person to whom it is unlawful to make such an offer or solicitation, and this Offering Memorandum is not, and under no circumstances is to be construed as, a public offering or advertisement of the Notes. You should inform yourself of and observe all legal requirements and restrictions of your jurisdiction of residence in respect of the acquisition, holding and disposition of the Notes hereby offered.

The Notes offered by this Offering Memorandum will be issued only on the basis of information contained in this Offering Memorandum and provided by the General Partner in writing, and no other information or representation is authorized or may be relied upon as having been authorized by the General Partner or the Limited Partnership. Any subscription for the Notes hereby offered made by any person on the basis of statements or representations not contained in this Offering Memorandum or so provided, or inconsistent with the information contained herein or therein, shall be solely at the risk of such person. Neither the delivery of this Offering Memorandum at any time nor any sale to you of any of the Notes hereby offered shall, under any circumstances, constitute a representation or create any implication that there has been no change in the business and affairs of the Limited Partnership since the date of the sale to you of the Notes hereby offered or that the information contained herein is correct as of any time subsequent to that date.

This Offering Memorandum is highly confidential and has been prepared solely for delivery to and review by selected prospective purchasers of the Notes hereby offered. This copy of the Offering Memorandum is personal to you and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire any of the Notes hereby offered. The distribution of this Offering Memorandum to any person other than you and those persons, if any, retained to advise you with respect hereto is unauthorized, and any disclosure of any of its contents without the prior written consent of the General Partner is prohibited. By accepting delivery of this Offering Memorandum, you agree to the foregoing and undertake to make no photocopies of or to otherwise reproduce, in whole or in part, this Offering Memorandum or any documents relating hereto and, if you do not purchase any of the Notes hereby offered

or if the Offering is terminated, you agree to promptly return this Offering Memorandum and all such documents to the General Partner, if so requested by the General Partner.

Except as expressly stated in this Offering Memorandum, all dollar amounts referred to in this Offering Memorandum, including the symbol "$", refer to lawful money of Canada.

TABLE OF CONTENTS

GLOSSARY

In this Offering Memorandum, unless the context otherwise requires, the following words or expressions have the following meanings:

"**$**" means CDN$. Subscriptions for Notes will be accepted in, and Notes will be issued in, either $ or US$ denominations;

"**Act**" means the *Securities Act* (British Columbia);

"**Amended and Restated Investment Agreement**" means the investment agreement between the Limited Partnership and SMG Asset made January 5, 2009 and amended on September 11, 2013, a copy of which is attached as Schedule "B" to this Offering Memorandum;

"**Amended and Restated Limited Partnership Agreement**" means the limited partnership agreement made November 18, 2008 and amended and restated on September 11, 2013, a copy of which is attached as Schedule "A" to this Offering Memorandum;

"**BCSC**" means the British Columbia Securities Commission;

"**CRA**" means the Canada Revenue Agency;

"**CleanViro Business**" means the environmental remediation business being carried out by Geoenvirotec;

"**CleanViro Technology**" means the intellectual property, intellectual capital and technical information that is the subject of the Technology License Agreement;

"**Debt Instruments**" means certain debt instruments of SMG Asset that are acquired by the Limited Partnership;

"**General Partner**" means CleanViro Tech Corp., the general partner of the Limited Partnership;

"**Geoenvirotec**" means Geoenvirotec Co. Ltd., a corporation incorporated pursuant to the laws of South Korea;

"**Government**" means the government of South Korea;

"**IFRS**" means the International Financial Reporting Standards;

"**Limited Partners**" means the limited partners of the Limited Partnership;

"**Limited Partnership**" means Cleanviro Limited Partnership;

"**Note Holder**" means a holder of Notes;

"**Notes**" means the promissory notes being offered under this Offering Memorandum with the properties described in Item 5 of this Offering Memorandum;

"**Offering**" means the offering of up to $10,000,000 of Notes;

"**Phase One Funding Program**" means investments made by the Limited Partnership to SMG Asset between November 18, 2008 and July 31, 2013;

"**Phase Two Funding Program**" means investments made by the Limited Partnership to SMG Asset on or after August 1, 2013;

"**Pronto**" means Pronto Holdings Limited;

"**Regulations**" means the principal Canadian federal income tax considerations under the Tax Act and the regulations thereto;

"**Royalty**" means the royalty fee of USD $5.00 per metric tonne of the CleanViro product that Geoenvirotec is required to pay to Pronto pursuant to the Technology Sub-License Agreement;

"**SMG Asset**" means SMG Asset Co., Ltd., a corporation incorporated pursuant to the laws of South Korea. For greater clarify, SMG Asset is also referred to as SMG Asset (Korea);

"**Subscription Agreement**" means the agreement for the subscription of Notes;

"**Technology License Agreement**" means the agreement made April 15, 2009 between Geoenvirotec and Pronto pursuant to which the CleanViro Technology is licensed to Geoenvirotec;

"**Technology Sub-License Agreement**" means the agreement made March 15, 2009 between Geoenvirotec and Pronto pursuant to which certain technologies are licensed to Geoenvirotec for the purposes of constructing a manufacturing facility for the CleanViro Business;

"**Unit Offering**" means the offering of up to $10 million of limited partnership units that may be made concurrently with the Offering. See Item 2.8 for details; and

"**US$**" means United States dollars. Subscriptions for Notes will be accepted in, and Notes will be issued in, either $ or US$ denominations.

FORWARD LOOKING STATEMENTS

This Offering Memorandum includes forward-looking statements within the meaning of that phrase under applicable Canadian securities laws with respect to the Limited Partnership and the General Partner, including the General Partner's views or predictions about possible future events or conditions, results of business operations and strategy, prospective results of operation, financial performance and condition of the Limited Partnership. These statements may be written or graphically presented and generally can be identified by the use of forward-looking words such as "may", "will", "expect", "intend", "plan", "estimate", "anticipate", "believe", "forecast", "should" or "continue", or the negative thereof, or similar variations. Forward-looking statements reflect management's current views with respect to possible future events and conditions and, by their nature, are based on management's beliefs and assumptions and are subject to known and unknown risks and uncertainties, both general and specific to the Limited Partnership. Actual events, conditions and results could differ materially from those expressed or implied by the forward-looking statements. Although the General Partner believes that the expectations reflected in such forward-looking statements are reasonable and represent the General Partner's internal projections, expectations and belief at this time, there can be no assurance whatsoever that those expectations will prove to be correct or as anticipated.

In particular, this Offering Memorandum contains forward-looking statements including, but not limited to those relating to, among other things: (i) the General Partner's view regarding the CleanViro Business; (ii) the availability of environmentally based business opportunities that are consistent with the Limited Partnership's investment objectives and criteria; (iii) the intention or the ability of the Limited Partnership to identify and complete the acquisition of Debt Instruments of SMG Asset and an equity interest in Geoenvirotec; (iv) the estimated portion of the proceeds of this Offering which will be invested in Debt Instruments, and any indications as to the expected future performance of the Limited Partnership, including the potential net operating income of such SMG Asset and Geoenvirotec; (v) the revenue expectations regarding SMG Asset and Geoenvirotec; (vi) the prospects for development of the CleanViro Business that the Limited Partnership has invested or may invest in; and (vii) the prospects for the future sale, lease or refinancing of the CleanViro Business.

Such forward-looking statements are based on a number of assumptions which may prove to be incorrect. In addition to any other assumptions identified in this Offering Memorandum, assumptions have been made regarding, among other things: (i) the ability of Geoenvirotec to obtain equipment, services and supplies in a timely manner to carry out its activities; (ii) the ability of Geoenvirotec to successfully attract customers; (iii) the timing and costs of Geoenvirotec's proposed facility construction and expansion and the ability to secure adequate financing; (iv) the timely receipt of required regulatory approvals; (v) the ability of the Limited Partnership to raise sufficient proceeds in the Offering to pursue its stated objectives or to obtain alternative financing on terms acceptable to the General Partner, or at all; and (vi) currency, exchange and interest rates.

The forward-looking statements contained in this document are given as of the date hereof and should not be relied upon as representing the General Partner's views as of any date subsequent to the date of this Offering Memorandum. Except as otherwise required by law, the General Partner and the Limited Partnership do not intend to and assume no obligation to update or revise these or any other forward-looking statements they may provide, whether as a result of new information, plans or events or otherwise. Readers are cautioned not to place undue reliance on these forward-looking statements as there can be no assurance that the conditions, events, plans and assumptions

on which they are based will occur. Readers should perform their own detailed, independent investigation and analysis of the General Partner and the Limited Partnership before making any investment decision and are encouraged to seek independent professional advice. All of the forward-looking statements in this document are expressly qualified by the above.

Important factors that could cause actual results to differ materially from the General Partner's expectations include, among other things: (i) the actual amount of funds raised in the Offering; (ii) the availability of suitable properties and facilities for lease or purchase by Geoenvirotec; (iii) the availability of third party debt financing for such properties; (iv) risks and uncertainties involving the CleanViro Business; (v) risks inherent in Geoenvirotec's marketing operations; (vi) the uncertainty of the environmental remediation business; (vii) the uncertainty of estimates and projections relating to production, costs and expenses; (viii) potential delays or changes in plans with respect to Geoenvirotec's facility development projects and capital expenditures; (ix) the Limited Partnership's ability to secure additional financing; (x) fluctuations in raw material prices, foreign currency exchange rates and interest rates; (xi) health, safety and environmental risks; (xii) the ability of Geoenvirotec to add production through new production facilities; (xiii) general economic and market factors, including commodity rates, interest rates, business competition, changes in government regulations or in tax laws; and (xiv) those factors discussed or referenced in the "Risk Factors" section. Refer to Item 8 – "Risk Factors".

Readers are cautioned that the foregoing list of factors should not be construed as exhaustive. The forward-looking statements contained in this Offering Memorandum are expressly qualified by this cautionary statement. Except as required by law, neither the Limited Partnership nor the General Partner undertakes any obligation to publicly update or revise any forward-looking statements.

INTRODUCTION

This continuous offering (the "**Offering**") by the Limited Partnership consists of a maximum of $10,000,000 of Notes. As at the date of this Offering Memorandum, $1,960,000 of Notes (December 31, 2014 - $1,135,000) have been issued. The Limited Partnership is a limited partnership formed under the laws of the Province of British Columbia. Cleanviro Tech Corp., a British Columbia corporation, serves as the managing General Partner of the Limited Partnership.

The business of the Limited Partnership is to invest directly in Debt Instruments. SMG Asset, in turn, uses the loan proceeds to finance general operations and to acquire debt or equity interest in Geoenvirotec. The Limited Partnership will be involved in conducting other business which is ancillary or incidental to its principal business, and deriving income therefrom with a view to making a profit. The Limited Partnership may, in the future, participate with SMG Asset in the acquisition of an equity interest in Geoenvirotec but otherwise will not carry on any other business. The Limited Partnership has the power to do any and every act and thing necessary, proper, convenient or incidental to the accomplishment of its business and purposes including, without limitation, owning or disposing of partnership interests, shares, debt instruments, including the Notes, or other securities.

As at April 30, 2015, the Limited Partnership holds Debt Instruments having an aggregate principal value of $4,008,589 (December 31, 2014 - $3,593,589). The General Partner has also entered into agreements on behalf of the Limited Partnership pursuant to which the Limited Partnership may acquire additional Debt Instruments or extend its investment activities beyond the purchase of Debt Instruments by participating directly in the acquisition of an equity interest in Geoenvirotec.

The proceeds of the Offering will be used by the Limited Partnership to acquire additional Debt Instruments.

This is an offering of Notes and not a direct interest in SMG Asset or in Geoenvirotec. The Notes constitute unsecured debt of the Limited Partnership. Each Investor who acquires a Note pursuant to this Offering will be a Note Holder of the Limited Partnership.

Throughout this Offering Memorandum, we describe the business and financial position of the Limited Partnership as well as the business and financial position of the General Partner. The audited financial statements of the Limited Partnership and the General Partner for the annual year ended December 31, 2014 and December 31, 2013 are included in this Offering Memorandum under Item 12. These financial statements are described in Canadian dollars and expressed in accordance with International Financial Reporting Standards ("**IFRS**").

Item 1. Use of Available Funds

1.1 *Available Funds*

		Assuming Min. Offering[1]	Assuming Max. Offering[2]
A.	Amount to be raised by this Offering	$0	$10,000,000
B.	Selling commissions and fees[3]	$0	$1,200,000
C.	Estimated offering costs (e.g., legal, accounting, audit.)	$20,000	$20,000
D.	Available funds: D = A - (B+C)	$(20,000)	$8,780,000
E.	Additional sources of funding (existing cash)[4]	$976	$976
F.	Working capital deficiency	$0	$0
G.	Total: G = (D+E) - F	$(19,024)	$8,780,976

(1) There is no minimum Offering. The Limited Partnership will issue Notes on a continuous basis to investors. Refer to Item 4.3 - "Prior Sales".

(2) The maximum Offering is $10,000,000, however, subscriptions will be accepted in, and Notes will be issued in, both $ and US$ denominations. For the purposes of calculating the value of US$ subscriptions received and US$ Notes issued.

(3) The General Partner may engage an authorized Selling Agent(s) in any territory of Canada or the United States where a distribution of Notes pursuant to this Offering Memorandum is authorized. The maximum commission or fee payable to such Selling Agent will be 12% of the Subscription Price. Refer to Item 7 - "Compensation Paid to Sellers and Finders".

(4) As at December 31, 2014. Cash as at April 30, 2015 is approximately $20,600.

1.2 *Use of Available Funds*

We plan to spend the $8,780,976 in available funds from the Offering as follows:

Description of intended use of available funds listed in order of priority	Assuming Min. Offering[1]	Assuming Max. Offering[2]
General and administrative expenses of the Limited Partnership (including management fees to SMG Asset Canada) over a 24-months period	$0	$700,000
Partial repayment of debt to General Partner and related parties[3]	$0	$300,000
Fund CleanViro Business for general and administrative expenses (including salaries), research and development, and short term objectives described in Item 2.5 [4]	$0	$2,000,000
Further repayment of debt to General Partner and related parties[3]	$0	$626,000

Further fund CleanViro Business for general and administrative expenses (including salaries), research and development, and advancing long term objectives described in Item 2.4 (4)	$0	$8,780,000(4)

(1) There is no minimum Offering. Use of available funds is listed in order of priority.
(2) Total available funds (assuming maximum Offering) is estimated at $8,780,000 (rounded).
(3) As at April 30, 2015 the Limited Partnership owes the General Partner and Jung (JJ) Moon, the initial limited partner of the Limited Partnership and the President of the General Partner, and other related parties to Mr. Moon, approximately $253,000 (December 31, 2014 - $326,395). This amount represents borrowings and inter-company transactions, including accrued management fees and cash advances to pay for operating expenses and distributions. The monies borrowed by the Limited Partnership from the General Partner and Mr. Moon were pooled with funds raised from investors and used by the Limited Partnership to acquire Debt Instruments.
(4) Through acquisition of Debt Instruments, or by the acquisition of an equity interest directly in Geoenvirotec.

1.3 *Reallocation*

We intend to spend the available funds as stated. We will reallocate funds only for sound business reasons. See Item 2.2 "Our Business".

Item 2. Business of CleanViro Limited Partnership

2.1 *Structure*

The Limited Partnership was formed in British Columbia on November 28, 2008 pursuant to a Certificate of Limited Partnership. The Limited Partnership was previously governed by the terms of a limited partnership agreement dated for reference on November 18, 2008 and is now governed by the Amended and Restated Limited Partnership Agreement and is subject to the provisions of the *Partnership Act*. The Limited Partnership will register under applicable partnership legislation of other provinces as and when it determines such registration is required or desirable.

The General Partner, CleanViro Tech Corp., is a company incorporated under the laws of British Columbia. CleanViro Tech Corp. was the initial limited partner and manages the affairs of the Limited Partnership.

2.2 *Our Business*

Investment in SMG Asset and Geoenvirotec

The General Partner has organized the Offering and the Unit Offering as a means by which individual investors can pool their funds so as to allow them the opportunity to invest in an environmental remediation business. The CleanViro Business is owned and operated by Geoenvirotec, a South Korean entity currently in the research and development stage. The parent company and controlling shareholder of Geoenvirotec is SMG Asset. SMG Asset currently owns a 62% interest in Geoenvirotec and is using the loan proceeds that it receives from the Limited Partnership to fund general operations and acquire additional debt or equity in Geoenvirotec. Geoenvirotec utilizes the funds it receives from SMG Asset to advance the CleanViro Business. The Limited Partnership manages the CleanViro Business through the entities' ultimate controlling party, Jung (JJ) Moon.

The Limited Partnership and SMG Asset

The Limited Partnership was formed for the purposes of lending monies to SMG Asset in consideration of Debt Instruments and holding the Debt Instruments as an investment. SMG Asset's mandate is to apply the funds received by it to fund general operations and to advance such funds to Geoenvirotec to further the CleanViro Business. SMG Asset may acquire debt or equity interest in Geoenvirotec for the investments made by it. Accordingly, the success of SMG Asset is largely dependent on the success of Geoenvirotec.

SMG Asset's primary business is funding start-up businesses. The primary start-up business which SMG Asset is currently funding is Geoenvirotec. Geoenvirotec is an environmental remediation company. SMG Asset may invest in other start-up business opportunities. If it does so, the General Partner will reassess whether it wishes to continue to have the Limited Partnership investing in SMG Asset.

The Limited Partnership and Geoenvirotec

Geoenvirotec is primarily involved in developing the CleanViro Business in South Korea. The CleanViro Business will exploit, primarily in South Korea, a patented environmental remediation technology. It is the current intention of the Limited Partnership to hold the Debt Instruments as an investment in SMG Asset and as an indirect investment in Geoenvirotec and to participate in active management and promotion of the CleanViro Business.

The Limited Partnership plans to dispose of the Debt Instruments during the next three years. Following the completion of the construction of the full scale production facility (refer to Item 2.3 - "Development of Business"), Geoenvirotec is expected to profit from the manufacturing and sale of its products. This will allow Geoenvirotec to pay dividends to SMG Asset. SMG Asset will use the cash flow to settle the Debt Instruments plus pay any additional monies that are owing to the Limited Partnership. However, in the event it is determined (pursuant to an extraordinary resolution of the Limited Partners) that the Limited Partnership ought to extend its investment activities beyond the purchase of the Debt Instruments, the activities of the Limited Partnership may also include participating with SMG Asset in the acquisition of an equity interest in Geoenvirotec, or otherwise investing in Geoenvirotec.

The Amended and Restated Limited Partnership Agreement and the Investment Agreement

The Amended and Restated Limited Partnership Agreement, a copy of which is attached as Schedule "A" to this Offering Memorandum, sets out the terms and conditions upon which the Limited Partnership is to be established and operated.

The Investment Agreement, a copy of which is attached as Schedule "B" to this Offering Memorandum, sets out the terms and conditions upon which the Limited Partnership is to invest in Debt Instruments sold by SMG Asset. The Investment Agreement provides for semi-annual interest payments on the Debt Instruments from SMG Asset to the Limited Partnership commencing June 30, 2009 for Phase One Funding and commencing September 30, 2013 for Phase Two Funding. Interest under the Debt Instruments is calculated at a rate of 8% per annum and paid semi-annually. Interest received by the Limited Partnership is distributed to the Limited Partners and the Note Holders. Refer to Item 2.7 - "Material Agreements".

Neither Geoenvirotec nor SMG Asset are generating cash flows that will allow them to pay the 8% interest. Instead, to date payments have been paid by one of two ways: (i) a debit from the General Partner's loan to the Limited Partnership which is funded by a reduction in the loans from Mr. Moon to the General Partner; or (ii) by way of related party advances from either Mr. Moon or by an entity owned and controlled by Mr. Moon. Ultimately, the Limited Partnership will be able to make distributions to the Limited Partners, and to pay interest due and owing pursuant to the Notes, once Geoenvirotec becomes profitable and dividends the profits to SMG Asset which will use the cash flow to pay the outstanding interest on the Debt Instruments.

Priority of Note Holders

The Notes constitute unsecured debt of the Limited Partnership.

The Limited Partnership's obligation to repay the Notes takes priority over its obligation to repay amounts that are owing to the Limited Partners pursuant to the Amended and Restated Limited Partnership Agreement.

2.3 *Development of Business*

Background

The government of South Korea (the "**Government**") is facilitating and implementing various international environmental treaties and environmental accords to which it is a party. Recent developments in Government policies surrounding renewable resources indicate it is interested in implementing measures that would greatly reduce the production and disposition of pollutants, contaminants, and toxic wastes, with an initial focus on the improvement of water quality. Improving water quality requires significant changes in, amongst other things, the means by which raw sewage is treated and disposed of. CleanViro is focused on developing products to improve the treatment of different types of raw sewage, sewage sludge, and animal waste, in turn, improving water quality.

Project Development

Geoenvirotec has made significant strides with the development and application of its CleanViro product and technology in the areas of waste and water remediation.

Waste and Water Treatments

In 2010, Geoenvirotec participated in a field project to improve discharged effluent from the sewage treatment plant of Daegu Sincheon in South Korea. The treatment plant is capable of processing 20 tons of raw sewage per day. Geoenvirotec collaborated with Sung Won Hog Farm, a private sector manure waste treatment project and large Korean pork producer, to test its CleanViro product on its manure and hog waste samples. The 5-month long test was completed in November 2010. The CleanViro product purified hog wastewater well below regulatory requirements in every contaminate category, including heavy metals and odour, and corresponds with the Government's regulatory mandates regarding the disposal and processing of hog manure. In response to these successful results and growing market demand, Geoenvirotec is keen to pursue pig sewage treatment on a commercial scale once it acquires a suitable facility.

In November 2012, Geoenvirotec partnered with Kolon Global, a major Korean conglomerate involved in construction and trade, for a *Strategic Cooperation Agreement for developing Tributary-source (non-point) Pollution Reduction Technology* (the "**SCA**"). The SCA facilitated a feasibility test in conjunction with the Government and the Korean Institute of Construction Technology ("**KICT**") to remediate toxic blue and green algae in rivers and streams. The goal of the tests was to improve water quality for domestic use. These feasibility tests had positive results and led to CleanViro being included in a follow up study entitled "Development of technology for the removal of the cause substance of microalgae growth." This is an ongoing study started in 2014 to test the effectiveness of various water treatment products to remove algae in water and suppress regrowth of the algae. The study is scheduled to conclude sometime in late 2015.

A feasibility study, titled "Phosphate and Heavy Metals Removal in Seawater Environment Using Porous Pellet (PolluFree™)", was undertaken in conjunction with KICT in 2013 demonstrating that the advanced treatment CleanViro product was capable of effectively removing over 98 per cent of contaminants from freshwater, seawater, and aquaculture, and passed all items in relation to Korea's water quality standards.

The SCA with Kolon Global has also facilitated a pilot test program for removal of total phosphorus ("**TP**") from wastewater in sewage treatment. The pilot plant in Guri-si, Gyeonggi-do, Korea was installed in April 2014. Tests were run for 4 months on wastewater from the sewage treatment plant. The pilot tests shows that CleanViro product removed more than 80% of the influent TP concentration and excellent adsorption capacity – 24.54 mg/Litre of Phosphorus (PO4-P) and 7.64 mg/Litre of Iron (Fe).

To prepare for the construction and operation of a full-scale production facility to manufacture the CleanViro product, Geoenvirotec purchased four acres of industrial land from the City of Iksan, which Geoenvirotec has fully paid the full purchase price for the land and is working on title transfer with the city of Iksan. Iksan is an ideal location to establish a full-scale manufacturing facility, as it is situated on a fertile plain, in close proximity to port and rail access and the market center for agricultural products.

The CleanViro products are also being used in a comparative study by KICT entitled "The use of convergent technology for water quality improvement in stagnant waters utilizing green energy". This study measures the effectiveness of various remediation products to remove total phosphorus (TP) from stagnant water. CleanViro product outperformed competitors' products in the initial experiment phase of the study. CleanViro removed 89% of TP as opposed to competitor products removing around 40% of TP. The second phase of the study is currently underway, which required Geoenvirotec to deliver further samples to KICT by March 2015. KICT is expected to release official testing results by the end of second quarter of 2015.

Geoenvirotec is currently producing CleanViro product for sale, and a price of CAD $1,000 per tonne has been set. Geoenvirotec management are diligently working to fulfill the long-term objective of building a full-scale production facility.

Technology

Geoenvirotec requires an efficient drying technology for its commercial operation. It intends to replace the use of traditional belt press and rotary drum dryer configuration with a more efficient and cost-effective drying technology, which has been secured in an exclusive licensing agreement

between SMG Asset Canada, a related party to the Limited Partnership, and Altentech Power Inc., the inventor and patent holder of the highly efficient BioVertidryer system. The BioVertidryer system is a new innovative technology undergoing early-stage commercialization process.

Other Updates

As at the date of this Offering Memorandum, $1,960,000 (December 31, 2014 - $1,135,000) in Notes have been issued.

Geoenvirotec has successfully applied for and been granted patents for individual processes in addition to the joint patent applied for with Kolon Global. Patents received to date include:

- Chromaticity removal composite and chromaticity removal method of using the Piggery Effluent purify release water (Patent number: 10-1344372)
- Sludge solidification removal composite and using the landfill production method (Patent number: 10-1334533)
- Stench and heavy metal removal composite and using the compost production method (Patent number: 10-1338239)
- Method for manufacturing porous pellet type water treatment agent (Patent number: 10-1334861)

In March 2013, Mr. Moon was appointed as joint CEO of Geoenvirotec to represent the international market alongside Dr. Suh, who focuses on the Korean market.

Construction of Full-Scale Production Facility

In 2012, Geoenvirotec signed a land purchase agreement with the City of Iksan, Korea with the intention of constructing a large-scale manufacturing facility for the CleanViro Business. The total purchase price of the land was $1,700,000. The land purchase price has been paid in full by Mr. Moon and another related entity, together with funds raised through the Offering. Geoenvirotec is now working on transfer of ownership with the city of Iksan.

2.4 *Long Term Objectives*

Geoenvirotec intends to construct a full scale production facility, in the next 18 to 24 months, at an estimated cost of $5,000,000. This cost estimate may vary considerably as the design of the production process is new. Geoenvirotec intends to raise sufficient monies to accomplish both objectives. It is expected that the monies will principally come from the proceeds of this Offering and from the Unit Offering, via SMG Asset.

Project financing other than this Offering and Unit Offering will also be required. Geoenvirotec intends to pursue bank or other financing after the design process is completed and Geoenvirotec has received sufficient monies from this Offering and from the Unit Offering, Geoenvirotec will use the net proceeds raised by this project to take the project to the next commercial phase, and to allow for institutional financing. In South Korea other companies secure financing for such projects by way of convertible debentures and Geoenvirotec may seek financing by such offer.

2.5 *Short Term Objectives and How We Intend to Achieve Them*

As of the date of this Offering Memorandum a small-scale production plant has been commissioned to meet the needs of the various tests and studies that Geoenvirotec is involved in and to meet the demand of product buyers. These sample products produced have a commercial value of CAD $1,000 per tonne. Geoenvirotec intends to continue working with KICT and various other research organizations and government bodies to complete feasibility studies and pilot tests on the CleanViro products. The projected timeline for building a full-scale production facility has been extended to 18-24 months to enable Geoenvirotec's participation in the various KICT pilot and feasibility tests discussed in Section 2.3. Management has chosen to extend the timeline to enable greater exposure for CleanViro products to major government sponsored R&D projects focused on waste and water treatment through KICT. The Limited Partnership, through SMG Asset, intends to finance as much of Geoenvirotec's requirements as it is able to. The Limited Partnership may seek to further amend the Amended and Restated Limited Partnership Agreement to permit additional funds to be raised.

What we must do and how we will do it	Target completion date or, if not known, number of months to complete	Our cost to complete
Complete R&D pilot testing with KICT and other research entities	12-18 months	$650,000
Produce sufficient quantities of CleanViro product for use in feasibility and pilot tests	6-12 months	$550,000

2.6 *Insufficient Funds*

The proceeds of this Offering, together with the proceeds from the Unit Offering, may not be sufficient to accomplish all of the Limited Partnership's proposed objectives. The Limited Partnership may seek to raise additional funds through alternative financing. However, there is no assurance that alternative financing will be available at all, or on terms that are acceptable. Refer to Item 8 - "Risk Factors".

2.7 *Material Agreements*

The only material agreements of the Limited Partnership and Geoenvirotec are the following:

(a) the Amended and Restated Limited Partnership Agreement, made between the Limited Partners and the General Partner. A copy of the Amended and Restated Limited Partnership Agreement is attached as Schedule "A" to this Offering Memorandum;

(b) the Amended and Restated Investment Agreement, made between the Limited Partnership and SMG Asset. A copy of the Amended and Restated Investment Agreement is attached as Schedule "B" to this Offering Memorandum; and

(c) an agreement (the "**Technology Sub-License Agreement**") made March 25, 2009 and an agreement (the "**Technology License Agreement**") made April 15, 2009, each made between Geoenvirotec and Pronto Holdings Limited ("**Pronto**"), the patent holders of the environment remediation technology which has been licensed to Geoenvirotec.

The following is a brief description of the key terms of each of these agreements:

Amended and Restated Limited Partnership Agreement

The Amended and Restated Limited Partnership Agreement was initially made effective November 18, 2008, and was amended and restated on September 11, 2013. It was made among CleanViro Tech Corp. as the General Partner, Jung (JJ) Moon as the initial Limited Partner and those Persons who, from time to time will become limited partners of the Limited Partnership. The Amended and Restated Limited Partnership Agreement, a copy of which is attached as Schedule "A" to this Offering Memorandum, sets out the terms and conditions upon which the Limited Partnership is to be established and operated.

The Amended and Restated Limited Partnership Agreement contemplated a Funding Agreement, a draft copy of which was attached as Schedule "C" to the initial limited partnership agreement. However, the terms of this agreement were never finalized and the Funding Agreement was not entered into by the parties. Instead, the funding that was to be provided to the Limited Partnership pursuant to the Funding Agreement was instead provided by Mr. Moon.

Amended and Restated Investment Agreement

The Amended and Restated Investment Agreement was made January 5, 2009 and amended September 11, 2013 between the Limited Partnership and SMG Asset[1]. Under the Amended and Restated Investment Agreement, the Limited Partnership is permitted to provide financing to SMG Asset, by means of either direct loans or equity investments, which SMG Asset will use to finance the development of the CleanViro Business.

Pursuant to the Amended and Restated Investment Agreement, a copy of which is attached as Schedule "B" to this Offering Memorandum, the Limited Partnership made, and will continue to make, a series of loans to SMG Asset. These loans fall within the Phase One Funding Program, and will, after August 1, 2013 fall within the Phase Two Funding Program, yield 8% simple interest per annum, payable semi-annually. The maturity date of each loan is six years from the loan advance date and SMG Asset guarantees the repayment of the loan principal at maturity. There is no early redemption or withdrawal allowed by the Limited Partnership prior to the maturity date. SMG Asset may, at its sole discretion, pay an additional return to the Limited Partnership above the guaranteed 8% interest per annum and repay the loan principal to the Limited Partnership.

[1] The initial investment agreement, which was attached to the initial limited partnership agreement, showed SMG Advisors (Korea) Inc. as a party, however, that name was not available in South Korea and the entity was named SMG Asset Co., Ltd. instead.

Technology Sub-License Agreement

Under the Technology Sub-License Agreement, Pronto agreed to license the use of the technologies to Geoenvirotec for the purpose of constructing a manufacturing facility for the CleanViro Business and to further advance and commercialize the product. The Technology Sub-License Agreement has a six (6) year term and is automatically renewed for another three (3) year period, unless terminated by either party at an earlier date. Geoenvirotec is required to pay Pronto a royalty fee (the "**Royalty**") of USD $5.00 per metric tonne of the CleanViro product that is produced by the manufacturing facility. Geoenvirotec is currently in the research and testing phase. The CleanViro product produced to date has been for testing use in the pilot projects, and as such, has no realizable commercial value. During the fiscal years ended December 31, 2014, 2013 and 2012, there was $nil Royalty payable to Pronto pursuant to the Technology Sub-License Agreement.

Technology License Agreement

As the owner, author, and holder of certain rights to intellectual property, intellectual capital and technical information (collectively, the "**CleanViro Technology**"), Pronto agreed to grant an exclusive license to Geoenvirotec to further develop the CleanViro Business. The Technology License Agreement was effective beginning on April 15, 2009, has a six (6) year term, and can be extended for an optional three (3) year term upon mutual agreement between the parties. Geoenvirotec is required to pay Pronto yearly licensing fees of USD $100,000 in years one (1) to three (3), and USD $120,000 in years four (4) to six (6), payable at each contract anniversary date. Licensing fees due and payable to Pronto as at December 31, 2014 was $0 (December 31, 2013 - $0) and as at December 31, 2012 was $300,930. As at the date of this Offering Memorandum, Geoenvirotec is negotiating renewal terms with Pronto. No agreements have been reached and accordingly, no further payments related to the Technology License Agreement have been made. There are no known claims against Geoenvirotec or the Limited Partnership arising from this agreement.

2.8 *Concurrent Unit Offering*

Concurrently with the Offering, the Limited Partnership is offering up to $10 million of Limited Partnership units to qualified investors. The Unit Offering is being made pursuant to the terms of the Amended and Restated Limited Partnership Agreement and is described in more detail in the offering memorandum of the Limited Partnership dated April 30, 2015.

The Limited Partnership's obligation to repay amounts that are owing to the Limited Partners in respect of Limited Partnership units being offered in the Unit Offering is subordinate to the Limited Partnership's obligation to repay amounts that are owing to Note Holders in respect of the Notes.

Item 3. Interests of Directors, Management, Promoters and Principal Holders

3.1 *Compensation and Securities Held*

Name and municipality of principal residence	Positions held (e.g., director, officer, promoter and/or principal holder) and the date of obtaining that position	Compensation paid by issuer or related party in the most recently completed financial year and the compensation anticipated to be paid in the current financial year	Number, type and percentage of securities of the issuer held after completion of min. offering		Number, type and percentage of securities of the issuer held after completion of max. offering	
			(#)	(%)	(#)	(%)
Jung (JJ) Moon, Burnaby, BC	President of the General Partner (since May 27, 2008), and Co-CEO of Geoenvirotec (since 2013)	2013 - $39,000 2014 - $0	nil	nil	nil	nil
Yoon Won Choi, North Vancouver, BC	Director of the General Partner (since May 27, 2008)	nil/nil	nil	nil	nil	nil
Paul Norman, New Westminster, BC	Director of the General Partner (since May 27, 2008)	nil/nil	nil	nil	nil	nil

3.2 *Management Experience*

The officers and directors of the General Partner are as follows:

Name	Principal occupation and related experience
Jung (JJ) Moon, Burnaby, BC	CEO SMG Advisors Inc., a company located in Burnaby, British Columbia which provides wealth management services. President and CEO of SMG Asset Canada Inc., a venture project management company. Director and Co-CEO of Geoenvirotec. Director of Altentech Power Inc., and various other director and officer positions with SMG related entities. Mr. Moon is a past President of the Korean Society of BC and a past Chairperson of the Federation of Korean-Canadian Associations.

Yoon Won Choi, North Vancouver, BC	Past director of Geoenvirotec. Current director of SMG Asset Co., Ltd. Owner and President of Dai Han Travel.
Paul Norman, New Westminster, BC	Current director of Geoenvirotec. Past director of a R&D department of South Korean government.
Peter Wu, Richmond, BC	Chief Financial Officer of the General Partner primarily involved in accounting and financial reporting. Chief Compliance Officer of SMG Securities Inc., an exempt market dealership. A professional accountant and a former financial auditor.

3.3 *Penalties, Sanctions and Bankruptcy*

Except as set forth below, no penalties or sanctions have been in effect during the last ten (10) years nor has there been any cease trade order issued that was in effect for more than thirty (30) days during the past ten (10) years against:

(a) any of the directors, executive officers or control persons of the Limited Partnership; or

(b) a company of which any of the directors, executive officers or control persons of the Limited Partnership was a director, executive officer or control person at the time.

On June 22, 2011 the BCSC issued a cease trade order (the "**CTO**"), ordering that trading in securities of the Limited Partnership cease until:

(a) an Offering Memorandum completed in accordance with the *Securities Act (British Columbia)* (the "**Act**") is filed; and

(b) an offer of rescission (the "**Rescission Offer**") be made to all investors who had previously purchased Notes of the Limited Partnership (the "**Previous Investors**"); and

(c) the CTO is revoked.

Such revised Offering Memorandum was subsequently filed, with all Previous Investors declining the Rescission Offer. The CTO was then revoked on April 11, 2013.

None of the directors, executive officers or control persons of the Limited Partnership (or any company of which any of the directors, executive officers or control persons of the Limited Partnership was a director, executive officer or control person at that time) have ever declared bankruptcy or been involved in a voluntary assignment in bankruptcy or a proposal under any bankruptcy or insolvency legislation, or any proceedings, arrangement or compromise with creditors or appointment of a receiver, receiver manager or trustee to hold assets during the last ten (10) years.

3.4 *Indebtedness*

The ultimate controlling party, Jung (JJ) Moon loaned $1,063,816 to the General Partner which in turn loaned most of the monies to the Limited Partnership. The loan payable to the General Partner is repayable on demand without interest. As at December 31, 2014 the amount of $288,549 was owing under the loan to the General Partner. Mr. Moon and entities owned and controlled by Mr. Moon also advanced monies directly to the Limited Partnership. These advances are repayable on demand without interest. As at December 31, 2014, the amount of direct advances totaled $440,540.

3.5 *Potential Conflicts of Interest*

The General Partner may receive certain fees for organizing the Limited Partnership, the Offering and the Unit Offering and will participate in the profits of the Limited Partnership. As at the date of this Offering Memorandum, all fees which the General Partner has earned have been accrued. In due course, all such fees and profits will be paid to the General Partner for its own account and the General Partner will not have any obligation to account to the Limited Partnership or any Limited Partner for any such amounts.

None of the General Partner, or any director or officer of the General Partner are in any way limited or affected in its or his ability to carry on other business ventures for their own accounts and for the accounts of others, and are now, and intend in the future to be, engaged in the development of, investment in and management of other environmental remediation projects. None of these persons will have any obligation to account to the Limited Partnership or the Limited Partners for profits made in such other activities. Refer to Item 8 – "Risk Factors – Conflicts of Interest".

CleanViro LP securities are sold by SMG Securities Inc. SMG Securities is 51% owned by SMG Advisors Inc. and 49% by SMG Asset Canada. SMG Advisors Inc. is an insurance dealership licensed with the Insurance Council of British Columbia and sells a number of different insurance products and insurance-related investment products. SMG Asset Canada Inc. is a management company that provides a broad range of financial, administrative, and operational management support to SMG companies. The SMG companies have common majority ownership and also have some common management.

Jung (JJ) Moon is the majority shareholder of SMG Advisors, the sole shareholder of SMG Asset Canada, and indirectly the majority shareholder of SMG Securities. Mr. Moon, the President of the General Partner, is also the controlling shareholder of SMG Asset (Korea). SMG Asset (Korea) has a 62% equity interest in Geoenvirotec. Accordingly, Mr. Moon indirectly controls, or has influence over, the flow of funds from the Limited Partnership to an entity in which he has indirectly, a controlling interest.

Peter Wu is the Chief Financial Officer of SMG Asset Canada and CleanViro Tech Corp (the General Partner), and is the Chief Compliance Officer of SMG Securities Inc., the exempt market dealership through which the CleanViro securities are sold.

Item 4. Capital Structure

4.1 *Unit Capital of the Limited Partnership*

Security	Number authorized to be issued	Price per security	Number outstanding as December 31, 2014/ April 30, 2015	Number outstanding after min. offering	Number outstanding after max. offering
Series 1 Units	210,000	$10.00	202,840/202,840	n/a	210,000
Series 2 Units	790,000	$10.00	78,300/78,300	n/a	790,000

4.2 *Long Term Debt*

Description of long term debt (including whether secured)	Interest rate	Repayment terms	Amount outstanding at December 31, 2014 and April 30, 2015
Promissory Notes (unsecured)	8.00%	Interest payable semi-annually maturing at various dates between October 7, 2016 and April 22, 2018	$1,135,000/$1,960,000

4.3 *Prior Sales*

Promissory Notes

An aggregate of $1,960,000 of Notes were issued as at the date of this Offering Memorandum. The following table summarizes information about the issuance of Notes during the last 19 months.

Date of Issuance	Type of security issued	Total funds received
October 7, 2013	Promissory Note	$ 70,000
October 8, 2013	Promissory Note	$ 190,000
October 9, 2013	Promissory Note	$ 35,000
October 15, 2013	Promissory Note	$ 20,000
October 17, 2013	Promissory Note	$ 70,000
December 9, 2013	Promissory Note	$ 90,000
December 31, 2013	Promissory Note	$ 70,000
January 13, 2014	Promissory Note	$ 30,000

January 23, 2014	Promissory Note	$	40,000
February 7, 2014	Promissory Note	$	70,000
February 14, 2014	Promissory Note	$	40,000
March 3, 2014	Promissory Note	$	25,000
April 17, 2014	Promissory Note	$	20,000
June 23, 2014	Promissory Note	$	20,000
July 14, 2014	Promissory Note	$	25,000
July 21, 2014	Promissory Note	$	20,000
September 9, 2014	Promissory Note	$	30,000
September 19, 2014	Promissory Note	$	100,000
September 30, 2014	Promissory Note	$	120,000
November 6, 2014	Promissory Note	$	30,000
December 15, 2014	Promissory Note	$	20,000
January 2, 2015	Promissory Note	$	40,000
January 15, 2015	Promissory Note	$	30,000
January 19, 2015	Promissory Note	$	100,000
January 21, 2015	Promissory Note	$	50,000
January 26, 2015	Promissory Note	$	155,000
February 2, 2015	Promissory Note	$	20,000
February 18, 2015	Promissory Note	$	20,000
February 19, 2015	Promissory Note	$	100,000
February 26, 2015	Promissory Note	$	30,000
February 27, 2015	Promissory Note	$	50,000
March 3, 2015	Promissory Note	$	20,000
March 10, 2015	Promissory Note	$	70,000
March 31, 2015	Promissory Note	$	20,000
April 6, 2015	Promissory Note	$	20,000
April 21, 2015	Promissory Note	$	100,000

General Partner

The authorized share structure of the General Partner consists of an unlimited number of common shares, of which 1,000 common shares are issued and outstanding. The following table summarizes information about the share structure of the General Partner.

Date of issuance	Description of security issued	Number of securities issued	Price per security ($)	Total funds received ($)
May 27, 2008	common shares without par value	1,000	$1	$1,000

Geoenvirotec

Geoenvirotec is a South Korean entity. 62% percent of Geoenvirotec is owned by SMG Asset (Korea), which entity is controlled by Jung (JJ) Moon, who is also the President of the General Partner. The remaining 38% percent interest in Geoenvirotec is owned by its directors and co-founders.

Item 5. Description of Securities

We are offering for sale up to $10,000,000 of Notes with no minimum offering. The Notes are unsecured and the Note Holders have no security in the Limited Partnership. Subscriptions for Notes will be accepted in either Canadian or United States dollars and Notes will be issued in Canadian or United States dollar denominations.

You are advised to obtain independent legal advice regarding the terms and conditions of the Notes.

5.1 *Terms of Securities*

The terms of the Notes are set out in the Promissory Note Certificate attached as Schedule "C" to this Offering Memorandum. The following is a summary of the terms of the Notes. Reference should be made to the Promissory Note Certificate for a detailed description of these terms.

The Limited Partnership is authorized to issue debt. Up to $10,000,000 of Notes are being offered. Subscriptions will be accepted in, and Notes will be issued in, both $ and US$ denominations. For the purposes of calculating the value of US$ subscriptions received and US$ Notes issued conversion rate that is the bank of Canada noon rate on the date of subscription acceptance is used.

The Notes shall pay Note Holders 8% interest, paid semi-annually. Such interest shall be paid in priority to any distributions of available cash to holders of limited partnership units issued, or previously issued, in the Unit Offering. In addition, at the winding up of the Limited Partnership, all principal and accrued interest owing to the holders of the Notes will be paid in full, following which 100% of the remaining profit will be distributed *pro rata* amongst the holders of Limited Partnership Units. Notes issued in US$ denominations will pay both interest and generated profits in United States dollars.

Note Holders have no rights or obligations in respect of the Limited Partnership or the assets of the Limited Partnership. The Notes are unsecured.

Distributions of cash, assets or other property of the Limited Partnership will be made to the Limited Partners in the aforementioned order, at the sole discretion of the General Partner and only after the payment or reservation of all amounts necessary for payment of expenses of the Limited Partnership, including payment of interest due pursuant to the Notes, on the following basis:

(a) the General Partner shall receive, in its capacity as General Partner, 0.1% of all such distributions; and

(b) the Limited Partners shall receive the balance of such distributions in accordance with their respective proportionate interest in the Limited Partnership at the time of such distribution.

5.2 ***Subscription Procedure***

(a) A Purchaser can subscribe for Notes by receiving and reviewing this Offering Memorandum, by completing and signing two copies of the Subscription Agreement and the Risk Acknowledgment Form and returning one signed copy of the Subscription Agreement and the Risk Acknowledgement Form together with a bank draft (or other acceptable methods of payment) payable to CleanViro Limited Partnership and delivering them to CleanViro Limited Partnership at the address shown on the Subscription Agreement. In the Subscription Agreement the Purchaser will be required to indicate if it is subscribing for Notes to be issued Canadian dollar or United States dollar denominations.

(b) The consideration will be held in trust for at least the mandatory two day period and otherwise until the subscription is accepted by CleanViro Limited Partnership by their signing the acceptance on the completed Subscription Agreement. The acceptance will normally take place on the next closing date shown on the Subscription Agreement. Closings may also occur periodically, as determined by the Limited Partnership.

Distribution

The Notes are being offered to investors resident in the provinces of British Columbia and Alberta pursuant to exemptions from the prospectus and, where applicable, the registration requirements afforded by NI 45-106 sections 2.3 (accredited investor exemption), 2.9 (offering memorandum exemption) and 2.10 (minimum amount investment exemption).

The foregoing exemptions relieve us from the obligation under applicable securities legislation to file and obtain a receipt for a prospectus. Accordingly, prospective investors will not receive the benefits associated with a subscription for securities issued pursuant to a filed prospectus, including the review of material by securities regulatory authorities.

Please carefully review the accompanying Subscription Agreement to determine the exemption requirements that apply to you.

Purchasers will be required to make certain representations in the Subscription Agreement, and the General Partner will rely on such representations, to establish the availability of the exemptions under NI 45-106. No subscription will be accepted unless the General Partner is satisfied that the subscription is in compliance with applicable securities legislation. Investors other than individuals must also represent to the General Partner (and may be required to provide additional evidence at the request of the General Partner to establish) that such investor was not formed solely in order to make private placement investments which may not have otherwise been available to any persons holding an interest in such investor.

The following persons and entities may not invest in Notes:

(a) "tax shelters", "tax shelter investments" or any entities an investment in which would be a "tax shelter investment" within the meaning of the Tax Act;

(b) "financial institutions" within the meaning of section 142.2 of the *Income Tax Act* (Canada) (the "**Tax Act**"); or

(c) a partnership which does not have a prohibition against investment by the persons referred to in the foregoing paragraphs (a), (b) and (c).

Item 6. Income Tax Consequences and RRSP Eligibility

You should consult your own professional advisers to obtain advice on the tax consequences that apply to you.

Item 7. Compensation Paid to Sellers and Finders

The Notes will be offered by individual agents and finders on behalf of the Limited Partnership. Agents and finders who place Notes pursuant to this Offering will receive a commission of 12% of the gross proceeds of the sale of the Notes.

Item 8. Risk Factors

There are certain risks that potential subscribers should carefully consider, including the following factors.

Business Start-up Risks

Starting a business, especially one based on new technology, involves a high degree of risk, which even a combination of experience, knowledge and careful evaluation may not be able to avoid. There is no assurance that a profitable market for the CleanViro Business will be created within a reasonable period of time, nor any assurance that the CleanViro Business will be brought into a state of commercial production. The business startup risks include the risk that there is a lack of specific management skills and other technical skills, that management lacks a regulatory and business track record and that Geoenvirotec is dependent on key employees, that there are no established suppliers or customers, that the agreements necessary to conduct business are yet to be consummated, and that the product is not yet proven in the marketplace and that there may be other similar products with superior characteristics. Geoenvirotec has experienced difficulty in finding suitable employees skilled in the particular CleanViro Business area of technology, which limits the amount of work that can be completed.

Volatile Nature of the Environmental Remediation Sector

The environmental remediation sector is volatile which contracts during periods of economic slowdown, or government cut-backs, as well as where there is an oversupply of a particular product, or where currencies fluctuate in markets in which the products are produced or marketed. Moreover, the environment remediation sector is affected by extensive government regulation, restrictions on production, tax increases, expropriation of property, and pollution controls, all of which could negatively affect the ability of Geoenvirotec to general a profit

and to dividend the profit to SMG Asset so that SMG Asset can pay the principal and interest due under the Debt Instruments.

Environmental Remediation Companies

The business activities of environmental remediation companies are speculative and may be adversely affected by factors outside the control of those companies. In addition, many environmental remediation companies will not have a history of earnings. Most or all of the Limited Partnership's assets will be invested in Geoenvirotec, which has a small market capitalization and no history of earnings.

Environmental Issues

The materials used in the CleanViro Business are toxic which has caused difficulties in permitting and made it difficult to lease a suitable property. This may require Geoenvirotec to purchase the site where it plans to build the production facility.

Environmental Remediation Company Disclosure

There is no assurance that disclosure of the environmental remediation company will be accurate, and there is a risk that false or even fraudulent disclosure may occur, and this may result in eventual collapse of the environmental remediation company's value. The standards of financial and other disclosure for private companies are still quite poor.

No Assurance of a Positive Return

Because of market fluctuations in the values of the investments to be held by the Limited Partnership, there is no assurance of a positive return on a Limited Partner's original investment. The investment involves a high degree of risk and should be considered only by those persons who can afford a loss of their entire investment.

Speculative Offering

The Notes offered by this Offering Memorandum are speculative and there is no market for the Notes which are subject to resale restrictions imposed under applicable Canadian securities legislation. Refer to Item 10 - "Resale Restrictions".

Ranking of Notes

The Notes are unsecured debt of the Limited Partnership and the obligations of the Limited Partnership to the Note Holders in respect of the repayment of principal and accrued but unpaid interest takes priority over the obligations of the Limited Partnership to the limited partners.

Size of Offering

The size of the Offering will directly affect the degree of risk. A shortage of capital increases the risk that the business will fail. In addition, if an amount that is less than the maximum Offering is sold, the General Partner's ability to negotiate with environmental remediation

companies, including Geoenvirotec, may be impaired and therefore the intended business and investment strategy of the Limited Partnership may not be fully met.

This risk has already occurred as the delay in raising sufficient monies has delayed Geoenvirotec's plans to build a full scale production facility and has caused Geoenvirotec to pursue the less lucrative but also the less competitive pig manure treatment market instead of the human sewage treatment market where the more established players have better contractual relationships with the Government.

No Resale Market

Although the Notes are transferable subject to certain restrictions, there is no market through which the Notes may be resold and none is expected to develop. Subscribers may not be able to resell Notes purchased under this Offering Memorandum. In addition, fluctuations in the market values of the investments acquired by the Limited Partnership may occur for a number of reasons beyond the control of the General Partner or the Limited Partnership and there is no assurance that an adequate market will exist for the securities acquired by the Limited Partnership or by the Limited Partners on dissolution of the Limited Partnership or earlier.

Subordination of Debt Securities

The Limited Partnership may invest in the Debt Instruments which may be subordinated to other debts of SMG Asset. This may result in insufficient assets being available to recover the investment in the event of a default. Further, in the event of non-payment it would be expensive for the Limited Partnership to recover debts in courts in Korea because of the cross-border nature of the litigation and because of the additional cost of translations between Korean and English. SMG Asset may, in turn, invest in debt securities of Geoenvirotec, which faces the same risks so that a default by Geoenvirotec may result in a default by SMG Asset.

No Review by Regulatory Authorities

This Offering Memorandum constitutes a private offering of the Notes in British Columbia and Alberta pursuant to prospectus and registration exemptions under the securities laws of these provinces. This Offering Memorandum is not, and under no circumstances is to be construed as, a prospectus, advertisement, or public offering of these Notes. Neither this Offering Memorandum or any other material relating to this offering has been reviewed or considered by the British Columbia or Alberta Securities Commissions, CRA, or any other governmental or regulatory authority.

Share Prices & Resale Restrictions

The investments purchased the Limited Partnership may be issued to the Limited Partnership at prices greater than the market prices of such investments, and Limited Partners must rely entirely on the discretion of the General Partner in negotiating the pricing of those securities. In addition, the investments purchased by the Limited Partnership are illiquid. The effect of such lack of liquidity could include the inability of the Limited Partnership to sell its investment into the market at advantageous or timely market prices, or ever.

Rate of Return

The Notes pay 8% interest which is paid semi-annually. However, there is no assurance that interest will be paid when due, or at all, or that an investment in the Notes will earn a specified rate or return, or even any return, over the term of the Notes.

Dividends or Cash Distributions

The Limited Partnership expects to pay a semi-annual interest or dividend and is not precluded from paying additional interest or dividends or other cash distributions to Limited Partners prior to the dissolution of the Limited Partnership.

Environmental Remediation Companies may fail to comply with provisions of agreements concluded with the Limited Partnership

The General Partner will consider technical reports made available to it in making an investment decision, but will not necessarily require a technical report to be provided by an environmental remediation company before entering into agreements with the environmental remediation company. Limited Partners must rely upon the discretion of the General Partner in entering into any agreements with environmental remediation companies, and in determining whether to dispose of investments owned by the Limited Partnership.

Management of the General Partner does not consist of individuals whose principal occupation is making investment decisions or evaluating environmental remediation companies or companies in general. None of the management of the General Partner will devote his full time to the business and affairs of the Limited Partnership or the General Partner. Limited Partners who are not willing to rely on the discretion of the General Partner, or would second-guess investment decisions made by the General Partner, should not invest in the Notes.

Dependence on Key Personnel

The loss of any of the management of the General Partner or of Geoenvirotec would likely have a material adverse effect on the management and business of the Limited Partnership.

Competition

The Limited Partnership will be competing with numerous other groups, some possessing greater financial resources and technical and investment expertise, in the search for the best investment opportunities.

Financial Resources of the General Partner

While the General Partner has unlimited liability for the obligations of the Limited Partnership and has agreed to indemnify the Limited Partners in certain circumstances, the General Partner does not have and is not expected to have significant financial resources which would enable it to satisfy the obligations of the Limited Partnership or to satisfy the obligations of the General Partner to indemnify the Limited Partner in certain circumstances. Prospective investors should not rely on the General Partner to provide any additional capital or loans to the Limited Partnership in the event of any contingency. In addition, the General Partner and the Limited Partnership are newly established, with no previous operating history.

Tax Related Risks

No assurance can be given that federal or provincial income tax legislation will not be amended or that announced changes to such legislation will not be adopted (including, in limited circumstances, on a retroactive basis) in such a manner as to fundamentally alter the tax consequences of holding or disposing of Notes.

Conflicts of Interest

Various conflicts of interest exist or may arise between the Limited Partnership and the General Partner and other Limited Partnerships or entities of which affiliates of the General Partner are general partners or for which affiliates of the General Partner act as managers. Some of these conflicts arise as a result of the power and authority of the General Partner to manage and operate the business and affairs of the Limited Partnership. These conflicts of interest may have a detrimental effect on the business of the Limited Partnership. The General Partner will not engage in any business other than acting as general partner for the Limited Partnership. The General Partner's Affiliates may, and probably will, engage in other business ventures (the "**Conflicting Ventures**"), including, without limitation, acting as general partners, or directors or officers of general partners, of other Limited Partnerships or entities which may invest in similar or the same businesses. Neither the Limited Partnership nor any partners shall by virtue of the Amended and Restated Limited Partnership Agreement or otherwise have any right, title or interest in or to such Conflicting Ventures.

Affiliates of the General Partner may, and probably will, earn finder's fees, placement fees and due diligence fees (collectively, "**Commissions**"), paid by environmental remediation companies in the form of monetary commissions, options, shares, rights to purchase shares, and/or share purchase warrants (without limitation), in consideration of its evaluation of environmental remediation companies and negotiation of terms with respect to financing from such companies, and shall have no duty to account for such fees to the Limited Partnership, General Partner, or any of the Limited Partners. Such fees shall be in line with normal practice and with levels prevailing in similar transactions where investment bankers and others who are at arms' length to the General Partner earn finder's fees, commission, and due diligence fees.

Affiliates of the General Partner may, and probably will, engage in selling of securities of issuers other than the Limited Partnership, some or all of which may be competing with the Limited Partnership for investors as well as opportunities with environmental remediation companies. Moreover, the General Partner may make decisions to dispose of investments held by the Limited Partnership in the same environmental remediation companies in which Conflicting Ventures may wish to acquire an investment. Conversely, the General Partner may wish to acquire investments or other securities in the same environmental remediation companies in which Conflicting Ventures already hold securities, and which securities the Conflicting Ventures wish to dispose of. The Limited Partnership may acquire shares in environmental remediation companies which are controlled by directors and officer of the General Partner or affiliates of the General Partner. Any of the aforementioned conflicts of interest, as well as other, may be difficult, if not impossible, to resolve equitably.

Refer also to Item 3.5 - "Potential Conflicts of Interest".

Political Risk Factor

The CleanViro Business will be situated in South Korea which suffers from the political risk of being neighbours with North Korea which is a known rogue state.

Item 9. Reporting Obligations

The Limited Partnerships reporting obligations are set out in the Amended and Restated Limited Partnership Agreement and are limited. The Limited Partnership intends to invest in SMG Asset and indirectly in Geoenvirotec, neither of which have any requirements for financial or other disclosure. Consequently Note Holders cannot expect to have material financial and business information concerning Geoenvirotec made available to them. The General Partner is not required to send you, as Note Holders, any documents on an annual or ongoing basis.

No corporate or securities information about the issuer is available from a government, securities regulatory authority or regulator, self-regulatory organization or quotation and trade reporting system.

Item 10. Resale Restrictions

The Notes will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the Notes unless you comply with an exemption from the prospectus and registration requirements under securities legislation.

Restricted Period

Unless permitted under securities legislation, you cannot trade the Notes before the date that is four months and a day after the date the Limited Partnership becomes a reporting issuer in any province or territory of Canada.

Manitoba Resale Restrictions

For trades in Manitoba, unless permitted under securities legislation, you must not trade the Notes without the prior written consent of the regulator in Manitoba unless:

(a) the Limited Partnership has filed a prospectus with the regulator in Manitoba with respect to the securities you have purchased and the regulator in Manitoba has issued a receipt for that prospectus, or

(b) you have held the securities for at least 12 months.

The regulator in Manitoba will consent to your trade if the regulator is of the opinion that to do so is not prejudicial to the public interest.

Item 11. Purchasers' Rights

If you purchase the Notes you will have certain rights, some of which are described below. For information about your rights you should consult a lawyer.

11.1 *Two Day Cancellation Right*

You can cancel your agreement to purchase the Notes. To do so, you must send a notice to us by midnight on the 2nd business day after you sign the agreement to buy the Notes.

11.2 *Statutory Rights of Action in the Event of a Misrepresentation -British Columbia and Alberta Investors*

If you are a resident of Alberta or British Columbia and there is a misrepresentation in this Offering Memorandum, you have a statutory right to sue:

(a) the Limited Partnership to cancel your agreement to buy the Notes, or

(b) for damages against the Limited Partnership, every director of the Limited Partnership at the date of this Offering Memorandum and every person who signs this Offering Memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the Subscription Agreement within 180 days after you signed the Subscription Agreement to purchase the securities. You must commence your action for damages within the earlier of 180 days after learning of the misrepresentation and three years after you signed the Subscription Agreement to purchase the securities.

The foregoing rights are in addition to and without derogation from any other right or remedy available to you at law.

Item 12. Financial Statements

Attached as exhibits to this offering memorandum are the following financial statements of the Limited Partnership and the General Partner.

Exhibit A - Annual Financial Statements of Cleanviro Limited Partnership for the years ended December 31, 2014 (audited) and December 31, 2013 (audited).

Exhibit B - Annual Financial Statements of Cleanviro Tech Corp. for the years ended December 31, 2014 (audited) and December 31, 2013(audited).

EXHIBIT A

FINANCIAL STATEMENTS

CLEANVIRO LIMITED PARTNERSHIP

YEARS ENDED DECEMBER 31, 2014 (AUDITED) AND 2013 (AUDITED)

Cleanviro Limited Partnership

CLEANVIRO

Financial Statements

For the fiscal years ended December 31, 2014 and 2013

Cleanviro Limited Partnership
Table of Contents

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BDO Canada LLP
600 Cathedral Place
925 West Georgia Street
Vancouver BC V6C 3L2 Canada

INDEPENDENT AUDITOR'S REPORT

To the Directors of Cleanviro Limited Partnership

We have audited the accompanying financial statements of Cleanviro Limited Partnership, which comprise the statements of financial position as at December 31, 2014 and 2013, and the statements of comprehensive loss, changes in partners' equity and cash flows for the years then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Cleanviro Limited Partnership as at December 31, 2014 and 2013 and its financial performance and cash flows for the years then ended, in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 2 in the financial statements, which indicates that the Company's investment income is insufficient to fund general and administrative expenses, management fees and partners' distributions. This, along with other matters as set forth in Note 2, indicates the existence of a material uncertainty that may cast significant doubt upon the Company's ability to continue as a going concern.

BDO CANADA LLP

Chartered Accountants

April 15, 2015

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

Cleanviro Limited Partnership
Statements of Financial Position
Expressed in Canadian Dollars

	December 31, 2014	December 31, 2013
Assets		
Current assets		
Cash (Note 5)	$ 976	$ 79,619
Government remittances recoverable	-	13,471
Current portion of loan investments	937,600	-
Due from related parties (Note 9)	8,875	-
	947,451	93,090
Non-current assets		
Loan investments (Note 6 and 9)	2,655,989	3,366,589
	2,655,989	3,366,589
Total assets	$ 3,603,440	$ 3,459,679
Liabilities and Partners' equity		
Current liabilities		
Cheques written in excess of cash balance	$ 63,135	-
Accounts payable and accrued liabilities	51,246	$ 29,665
Due to General Partner (Note 7 and 9)	326,396	650,797
Due to related parties (Note 9)	-	76,925
Subscription received in advance (Note 10)	-	160,000
Total current liabilities	440,777	917,387
Non-current liabilities		
Promissory note payable (Note 8)	1,051,525	479,600
Other long-term liabilities (Note 10)	80,000	-
Due to related parties (Note 9)	449,415	549,515
Total non-current liabilities	1,580,940	1,029,115
Partners' equity		
Partners' equity (Note 11)	1,581,723	1,513,177
Total liabilities and partners' equity	$ 3,603,440	$ 3,459,679

Signed on behalf of the General Partners of the Cleanviro Limited Partnership by:

Jung Moon

Peter Wu

See accompanying notes to financial statements.

Cleanviro Limited Partnership
Statements of Comprehensive Loss
Expressed in Canadian Dollars

	Year Ended December 31, 2014	Year Ended December 31, 2013
Investment income (Note 7 and 9)	$ 275,432	$ 204,211
Expenses		
Bank service charge	755	868
Consulting fees	11,000	12,000
Interest expense	75,474	7,362
Commission expense	37,509	-
Foreign exchange loss (gain)	13,739	(1,878)
Management fees (Note 9)	134,685	110,014
Office expenses	109	1,232
Professional fees	41,312	75,621
Total expenses	314,583	205,219
Total comprehensive loss for the year	$ (39,151)	$ (1,008)

See accompanying notes to financial statements.

Cleanviro Limited Partnership
Statements of Changes in Partners' Equity
Expressed in Canadian Dollars

	Limited Partners	General Partner	Total
Partners' equity, January 1, 2013	$ 1,321,916	$ (44,117)	$ 1,277,799
Loss for the year	(1,007)	(1)	(1,008)
Partners' contributions (net of issue cost)	397,375	-	397,375
Partnership distribution	(160,828)	(161)	(160,989)
Partners' equity, December 31, 2013	$ 1,557,456	$ (44,279)	$ 1,513,177
Loss for the year	(39,112)	(39)	(39,151)
Partners' contributions (net of issue cost)	310,675	-	310,675
Partnership distribution	(202,775)	(203)	(202,978)
Partners' equity, December 31, 2014	$ 1,626,244	$ (44,521)	$ 1,581,723

See accompanying notes to financial statements.

Cleanviro Limited Partnership
Statements of Cash Flows
For the year-ended December 31, 2014

	Year Ended December 31, 2014	Year Ended December 31, 2013
Cash flows from operating activities		
Loss for the year	$ (39,151)	$ (1,008)
Interest expense	75,474	7,362
Amortization of commission fees	37,509	-
Change in working capital accounts		
Government remittances recoverable	13,471	(6,442)
Accounts payable and accrued liabilities	21,582	(8,135)
Change in due to related party	(8,875)	-
Total cash inflows/(outflows) from operating activities	$ 100,010	$ (8,223)
Cash flows from investing activities		
Increase in loans investments	(227,000)	(1,020,000)
Total cash outflows from investing activities	$ (227,000)	$ (1,020,000)
Cash flows from financing activities		
Proceeds from issuance of partnership units	335,500	467,500
Cost of raising finance	(54,825)	(70,125)
Change in due to related party	(177,026)	405,621
Change in due to General Partner	(324,401)	(169,514)
Subscriptions/loans received in advance	-	160,000
Promissory loan notes issued	557,291	545,000
Loan commission fees paid	(72,875)	(65,400)
Partnership distribution	(202,978)	(160,989)
Interest paid	(75,474)	(7,362)
Total cash (outflows)/inflows from financing activities	$ (14,788)	$ 1,104,731
Total (decrease)/increase in cash during the year	$ (141,778)	$ 76,508
Cash and cash equivalents, beginning of year	$ 79,619	$ 3,111
Cash and cash equivalents, end of year	$ (62,159)	$ 79,619

See accompanying notes to financial statements.

1. CORPORATE INFORMATION

On November 18, 2008, Cleanviro Limited Partnership (the "Limited Partnership") was formed under the laws of the Province of British Columbia and commenced operations. The affairs of the Limited Partnership are governed by a limited partnership agreement (the "Limited Partnership Agreement") dated for November 18, 2008 and amended and restated on September 11, 2013. The business of the Limited Partnership is to provide funding to a South Korean entity, SMG Asset Co. Ltd. ("SMG Asset"), in consideration of debt instruments of SMG Asset. SMG Asset, in turn, used the loan proceeds to fund the operation of SMG Asset and acquire debt and equity of Geoenvirotec Co. Ltd., ("Geoenvirotec"), a South Korean operating company involved in new environmental remediation technology and other related businesses (collectively, the "Cleanviro Business").

The General Partner, Cleanviro Tech Corp. (the "General Partner"), as stated in the Limited Partnership Agreement, has the authority to administer, manage, control and generally carry on the business of the Limited Partnership. Pursuant to the Limited Partnership Agreement, 99.9% of the net income or loss and any distributions of the Limited Partnership will be allocated pro- rata to the Limited Partners, and the General Partner is to be allocated 0.1%.

The address of the Limited Partnership's corporate office is unit 301-958 West 8th Avenue, Vancouver, British Columbia, Canada.

2. BASIS OF PREPARATION AND ADOPTION OF IFRS

a) Statement of Compliance

The financial statements of the Limited Partnership have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

These financial statements were authorized for issue by the Board of Directors on April 15, 2015.

b) Basis of Measurement

The financial statements have been prepared on a historical cost basis which approximates the fair values.

The financial statements are presented in Canadian dollars, which is also the Limited Partnership's functional currency.

The preparation of financial statements in compliance with IFRS requires management to make certain critical accounting estimates. It also requires management to exercise judgment in applying the Limited Partnership's accounting policies. The areas involving a higher degree of judgment of complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in Note 4.

2. BASIS OF PREPARATION - CONTINUED

c) Going Concern of Operations

The financial statements have been prepared on a going concern basis. The going concern basis assumes that the General Partnership will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities and commitments in the normal course of business. The revenue generated by the Limited Partnership has been the investment income earned on the loans made to SMG Asset under the Investment Agreement. As at the date of these financial statements, no profit has been realized on the Cleanviro Businesses because Geoenvirotec is still in the research and development phase and accordingly, interest on the loans have been advanced by a related party and the General Partner. The investment income is insufficient to fund general and administrative expenses, management fees, and partners' distributions as seen by the deficit cash position of $62,159 for the most recent fiscal year ended December 31, 2014. Pursuant to the Investment Agreement, SMG Asset, at its sole discretion, shall pay additional return to the Limited Partnership should the Cleanviro Businesses become profitable. These conditions indicate the existence of a material uncertainty that may cast significant doubt upon the Company's ability to continue as a going concern.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these financial statements.

a) Cash

Cash includes funds held in a business chequing account with a Canadian Schedule I and a Canadian Schedule II bank that are highly liquid. Cash is classified as loans and receivables.

b) Financial Instruments

Financial instruments are classified into the appropriate category based on the purpose for which the instrument was recognized. All transactions related to financial instruments are recorded on a trade date basis. The Limited Partnership's accounting policies for financial instruments are as follows:

Loans and Receivables

These assets are non-derivative financial assets resulting from the delivery of cash or other assets by a lender to a borrower in return for a promise to repay on a specified date or dates, or on demand. They are initially recognized at fair value plus transaction costs that are directly attributable to their acquisition or issue and subsequently carried at amortized cost, using the effective interest rate method, less any impairment losses. Amortized cost is calculated taking into account any discount or premium on acquisition and includes fees that are an integral part of the effective interest rate and transaction costs. Gains and losses are recognized in profit or loss when the loans and receivables are derecognized or impaired, as well as through the amortization process. The Limited Partnership's financial assets designated as loans and receivables include cash and loan investments.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Impairment on Financial Assets

At each reporting date the Limited Partnership assesses whether there is any objective evidence that a financial asset or a group of financial assets is impaired. A financial asset or group of financial assets is deemed to be impaired if, and only if, there is objective evidence of impairment as a result of one or more events that has occurred after the initial recognition of the asset and that event has an impact on the estimated future cash flows of the financial asset or the group of financial assets.

Financial Liabilities

Financial liabilities are classified as other financial liabilities, based on the purpose for which the liability was incurred, and comprise of account payable and accrued liabilities, due to related parties, due to General Partner and promissory note payable. These liabilities are initially recognized at fair value net of any transaction costs directly attributable to the issuance of the instrument and subsequently carried at amortized cost using the effective interest rate method. This ensures that any interest expense over the period to repayment is at a constant rate on the balance of the liability carried in the statement of financial position. Interest expense in this context includes initial transaction costs, including commissions, and premiums payable on redemption, as well as any interest or coupon payable while the liability is outstanding.

c) Income Taxes

The taxation payable (or recoverable) on the Limited Partnership profits (or losses) is the liability of the General Partner and Limited Partners. Consequently, neither partnership taxation nor related deferred taxation are accounted for in these financial statements. The Limited Partnership is not a taxable entity.

d) Partners' Equity

Limited Partners' equity is classified as equity. Pursuant to the Limited Partnership Agreement, no partner shall be entitled to a return, or to demand a return, of any portion of the Partners' Capital Contribution or be entitled to any fixed or guaranteed distribution or allocation of profit.

e) Issue Costs

Incremental costs directly attributable to the issue of new Limited Partnership units or items of similar nature are shown in the Partners' Equity as a deduction, net of tax, from the proceeds.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

f) Revenue Recognition

Revenue from loan investments and other businesses activities is recognized when earned, specifically when amounts are fixed or can be determined and the ability to collect is reasonably assured.

g) Foreign Currency Translation

Foreign currency accounts are translated into Canadian dollars as follows:

At the transaction date, each asset, liability, revenue and expense denominated in a foreign currency is translated into Canadian dollars by the use of the exchange rate in effect at that date. At the year-end date, unsettled monetary assets and liabilities are translated into Canadian dollars by using the exchange rate in effect at the year-end date and the related translation differences are recognized in net income.

h) Standards, Amendments and Interpretations Not Yet Effective

Effective January 1, 2014, the Company adopted the following new and revised International Financial Reporting Standards ("IFRS") that were issued by the International Accounting Standards Board ("IASB").

- Investment Entities (Amendments to IFRS 10, IFRS 12 and IAS 27)

  These amendments provide an exception to the consolidation requirement for entities that meet the definition of an investment entity under IFRS 10 Consolidated Financial Statements and must be applied retrospectively, subject to certain transition relief. The exception to consolidation requires investment entities to account for subsidiaries at fair value through profit or loss. These amendments have no impact on the Company.

- Offsetting Financial Assets and Financial Liabilities (Amendments to IAS 32)

  These amendments clarify the meaning of "currently has a legally enforceable right to set-off" and the criteria for non-simultaneous settlement mechanisms of clearing houses to qualify for offsetting and is applied retrospectively. These amendments have no impact on the Company as it does not have any offsetting arrangements.

- IFRIC 21 Levies

  IFRIC 21 clarifies that an entity recognizes a liability for a levy when the activity that triggers payment, as identified by the relevant legislation, occurs. For a levy that is triggered upon reaching a minimum threshold, the interpretation clarifies that no liability should be anticipated before the specified minimum threshold is reached. Retrospective application is required for IFRIC 21. This interpretation has no impact on the Company as it has applied the recognition principles under IAS 37 Provisions, Contingent Liabilities and Contingent Assets consistent with the requirements of IFRIC 21.

  The standards and interpretations that are issued, but not yet effective, up to the date of issuance of the Company's financial statements are disclosed below. The Company is still evaluating the impact of these new standards and interpretations and intends to adopt these standards, if applicable, when they become effective:

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

- IFRS 9 Financial Instruments

  In July 2014, the IASB issued the final version of IFRS 9 Financial Instruments ("IFRS 9") which reflects all phases of the financial instruments project and replaces IAS 39 Financial Instruments: Recognition and Measurement ("IFRS 39") and all previous versions of IFRS 9. The standard introduces new requirements for classification and measurement, impairment, and hedge accounting. IFRS 9 is effective for annual periods beginning on or after 1 January 2018, with early application permitted. Retrospective application is required, but comparative information is not compulsory. Early application of previous versions of IFRS 9 (2009, 2010 and 2013) is permitted if the date of initial application is before 1 February 2015.

- IAS 24 Related Party Disclosures

  The amendment is applied retrospectively and clarifies that a management entity (an entity that provides key management personnel services) is a related party subject to the related party disclosures. In addition, an entity that uses a management entity is required to disclose the expenses incurred for management services.

- IFRS 13 Fair Value Measurement

  The amendment is applied prospectively and clarifies that the portfolio exception in IFRS 13 can be applied not only to financial assets and financial liabilities, but also to other contracts within the scope of IFRS 9 (or IAS 39, as applicable).

- IAS 27 Equity Method in Separate Financial Statements (amendments)

  The amendments will allow entities to use the equity method to account for investments in subsidiaries, joint ventures and associates in their separate financial statements. Entities already applying IFRS and electing to change to the equity method in its separate financial statements will have to apply that change retrospectively. The amendments are effective for annual periods beginning on or after 1 January 2016, with early adoption permitted.

4. CRITICAL ACCOUNTING ESTIMATES AND JUDGEMENTS

The Limited Partnership makes estimates and assumptions about the future that affect the reported amounts of assets and liabilities. Estimates and judgments are continually evaluated based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. In the future, actual experience may differ from these estimates and assumptions.

The effect of a change in an accounting estimate is recognized prospectively by including it in comprehensive income in the period of the change, if the change affects that period only; or in the period of the change and future periods, if the change affects both.

The estimates and assumptions that have a significant risk of causing material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below.

- Impairment of Loan Investments

  In determining whether an impairment loss should be recorded in the statement of comprehensive income, the Limited Partnership makes judgment on whether objective evidence of impairment exists individually for

4. CRITICAL ACCOUNTING ESTIMATES AND JUDGEMENTS - CONTINUED

financial assets that are individually significant. Where this does not exist the Limited Partnership uses its judgment to group loan investments with similar credit risk characteristics to allow a collective assessment of the group to determine any impairment loss. In determining the collective loan loss provision management uses estimates based on historical loss experience for assets with similar credit risk characteristics and objective evidence of impairment.

5. CASH

The Limited Partnership's cash and current accounts are held with the Korean Exchange Bank of Canada, a Canadian Schedule II bank with global headquarters in South Korea and RBC Canada, a Canadian Schedule I bank headquartered in Canada. Cash yields interest rates at the prevailing rate for similar business chequing accounts. The carrying amount approximates fair value due to its short term and liquid nature.

6. LOAN INVESTMENTS

On January 5, 2009, the Limited Partnership entered into an Investment Agreement (the "Investment Agreement") with SMG Asset. The Investment Agreement allows the Limited Partnership to provide financing, either through direct loans or equity investment, to SMG Asset for the purpose of developing the Cleanviro Business.

Pursuant to the Investment Agreement, the Limited Partnership made a series of loans to SMG Asset. These loans yield 8% simple interest per annum, and interest is payable semi-annually. Prior to 2014, the maturity date of each loan is six years from the loan advance date and SMG Asset guarantees the repayment of the loan principal at maturity. Starting in 2014, the maturity date of each loan has been set to June 30, 2019. There is no early redemption or withdrawal allowed by the Limited Partnership prior to the maturity date. SMG Asset may, at its sole discretion, pay an additional return to the Limited Partnership above the guaranteed 8% interest per annum and repay the loan principal to the Limited Partnership. The Limited Partnership is related to SMG Asset through common shareholders.

The table below provides a continuity of the loans advanced by the Limited Partnership to SMG Asset during the following years:

		Amount
Balance at January 1, 2013	$	2,346,589
Advanced during the year		1,020,000
Balance at December 31, 2013	$	3,366,589
Advanced during the year		227,000
Balance at December 31, 2014	$	3,593,589

6. LOAN INVESTMENTS - CONTINUED

The table below shows the year these loans are expected to be received by way of maturity:

Year		Amount
2015	$	937,600
2016		861,847
2017		547,142
2019		1,247,000
	$	3,593,589

On January 5, 2015, $242,600 of the loan investment matured and was due for payment. The repayment was not made by SMG Asset Korea and the Limited Partnership has since entered into negotiation to extend the maturity dates of the loan investments falling due in 2015.

7. DUE TO GENERAL PARTNER

The loan payable is comprised of amounts payable to the General Partner from the Limited Partnership, which bears interest at 4.25% per annum and is payable on demand. The General Partner waived the interest payable on the loan for fiscal years ended December 31, 2014 and 2013.

8. PROMISSORY NOTE PAYABLE

Promissory note payable to note holders are unsecured, bearing interest at a rate of 8% per annum, interest payable semi-annually maturing at various dates between October 7, 2016 and December 14, 2017.

		2014		2013
Opening balance	$	479,600	$	-
Promissory note issued		607,291		545,000
Financing cost		(72,875)		(65,400)
Commissions amortized		37,509		-
Total promissory note payable	$	1,051,525	$	479,600

The Limited Partnership's obligation to repay the Notes takes priority over its obligation to repay amounts that are owing to the Limited Partners pursuant to the Amended and Restated Limited Partnership Agreement.

As at December 31, 2014, principal payments required are due as follows:

2016	$	556,207
2017	$	596,084

The amount of commissions amortized in 2014 was $37,509 and the estimated amount to be amortized in 2015 is $45,732.

9. RELATED PARTY BALANCES AND TRANSACTIONS

The following is a summary of the Limited Partnership's related party balances during the years presented:

	December 31, 2014	December 31, 2013
Loan investments (Note 6)	$ 3,593,589	$ 3,366,589
Due to General Partner (Note 7)	$ 326,396	$ 650,797
Due to related parties	$ 449,415	$ 549,515
Commission payable to SMG Securities Inc.	$ (8,875)	$ 76,925

The following is a summary of the Limited Partnership's related party transactions during the years presented:

a) Investment Income

For the year ended December 31, 2014, the Limited Partnership earned investment income of $275,432 (2013 - $204,211). The investment income earned related to the loan made to SMG Asset (Note 6). The amount of investment income receivable is deducted from the loan payable to the General Partner (Note 7).

b) Management Agreement

The Limited Partnership entered into a management agreement (the "Management Agreement") with the General Partner effective on January 1, 2009. In consideration of the operational and financial management services provided by the General Partner, the Limited Partnership is to pay the General Partner management fees of 5% of the funds raised, net of issue costs, each year. The Management Agreement was terminated on June 30, 2013. The year ended December 31, 2013 was the last year the Limited Partnership incurred management fees totaling $51,976 during that year.

The Limited Partnership entered into a new management agreement (the "New Agreement") with SMG Asset Canada Inc. ("SMG Asset Canada") effective July 1, 2013. Pursuant to the New Agreement, SMG Asset Canada is to provide broad scope management and administrative service to the Limited Partnership. The New Agreement has no specific end date and the management fee is calculated at 5% of funds raised net of issue costs plus additional monthly office administration charges. For the year ended December 31, 2014, the Limited Partnership incurred management fees totaling $134,685 to SMG Asset Canada (2013 - $58,038).

c) Commission Paid to SMG Securities Inc.

The Limited Partnership entered into an agency agreement (the "Agency Agreement) with SMG Securities Inc. on September 13, 2013 in order for SMG Securities Inc. to sell and promote the securities of the Limited Partnership to suitable investors. Pursuant to the Agency Agreement, the Limited Partnership is to pay to SMG Securities Inc. 15% commission on every accepted Cleanviro Series 1 and Series 2 Limited Partnership units subscription and 12% commission on every accepted Cleanviro Promissory Note subscription.

During the year the Limited Partnership paid commission of $54,825 (2013 - $70,125) in respect of the Cleanviro Series 1 and Series 2 Limited Partnership units and $72,875 (2013 - $65,400) in respect of Promissory Loan notes. The commissions paid in respect of the Promissory Loan notes are directly attributable to the cost of raising finance and accordingly, have been amortized over the life of the loan. During the year $37,509 (2013 - $NIL) was released to the income statement.

9. RELATED PARTY BALANCES AND TRANSACTIONS - CONTINUED

d) Due to Related Party

Due to related party represents amounts advanced to the Limited Partnership by the ultimate controlling party, Jung Moon and a company controlled by Jung Moon, to support the on-going operating costs. The amounts are unsecured, non-interest bearing and is due on demand.

10. OTHER LONG-TERM LIABILITIES

The Limited Partnership's other long-term liabilities totaling $80,000 was a result of a subscription in advance of acceptance as at December 31, 2013.

11. PARTNERS' EQUITY

a) Authorized

The interests of the Limited Partners in the Partnership shall be divided into, and the Partnership is authorized to issue, Series 1 Units and Series 2 Units. The Unit Private Placement will consist of the offering by the Partnership of a minimum of an aggregate of a maximum of up to 1,000,000 Units, comprised of up to 210,000 Series 1 Units and up to 790,000 Series 2 Units, at a price of $10.00 per Unit. As at December 31, 2014, the Limited Partnership has issued 202,840 Series 1 Units and 78,300 Series 2 Units.

b) Issued and Outstanding

The following table summarizes the Limited Partnership units issued and outstanding during the fiscal years:

	Number of Units	Unit Price	Amount
Balance at January 1, 2013	197,840		$ 1,681,648
Limited Partnership units issued	46,750	$10	467,500
Less: unit issue cost	-		(70,125)
Balance at December 31, 2013	244,590		$ 2,079,023
Limited Partnership units issued	36,550	$10	365,500
Less: unit issue cost	-		(54,825)
Balance at December 31, 2014	281,140		$ 2,389,698

12. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Limited Partnership is exposed through its operations to the following financial risks:

- Market Risk
- Credit Risk
- Liquidity Risk

In common with all other businesses, the Limited Partnership is exposed to risks that arise from its use of financial instruments. This note describes the Limited Partnership's objectives, policies and processes for managing those risks and the methods used to measure them. Further quantitative information in respect of these risks is presented throughout these financial statements.

There have been no substantive changes in the Limited Partnership's exposure to financial instrument risks, its objectives, polices and processes for managing those risks or the methods used to measure them from previous years unless otherwise stated in the note.

General Objectives, Policies and Processes:

The Board of Directors has overall responsibility for the determination of the Limited Partnership's risk management objectives and policies and, whilst retaining ultimate responsibility for them, it has delegated the authority for designing and operating processes that ensure the effective implementation of the objectives and policies to the Limited Partnership's finance function.

a) Market Risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. Market prices are comprised of two types of risk: foreign currency risk and interest rate risk.

Foreign Currency Risk

Foreign currency risk is the risk that a variation in exchange rates between the Canadian dollar and US dollar or other foreign currencies will affect the Limited Partnership's operations and financial results. The Limited Partnership does not have significant exposure to foreign exchange rate fluctuation as substantially all the assets and liabilities are denominated in the Canadian Dollars.

Interest Rate Risk

Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. The Limited Partnership is not exposed to such risks as all loan investments and borrowings have fixed interest rates. Interest rate risk is limited to potential decreases on the interest rate offered on cash held with chartered Canadian financial institutions. The Limited Partnership considers this risk to be immaterial.

b) Credit Risk

Credit risk is the risk of financial loss to the Limited Partnership if a customer or a counterparty to a financial instrument fails to meet its contractual obligations. Financial instruments which are potentially subject to credit risk for the Limited Partnership consist primarily of cash and loans receivable. Cash is maintained with a financial

12. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT - CONTINUED

institution of reputable credit and may be redeemed upon demand. The loan investments are due from an entity that has common management as the Limited Partnership.

The credit risk relating to cash is minimal as the financial institution the Limited Partnership's chequing account is deposited with is a financially stable international bank based in South Korea and a Canadian Chartered Bank. Management assesses the credit and collectability risk of loan investments to be low, as both the Limited Partnership and the loan counterparty are related parties. A related party has agreed to provide project funding for an 18 month period beginning December 31, 2014. Management has bona fide intentions to ensure the ultimate success of the entities.

c) Liquidity Risk

Liquidity risk is the risk that the Limited Partnership will not be able to meet its financial obligations as they become due. The Limited Partnership will resume to its former liquidity risk management policy, which includes ensuring that the Limited Partnership has sufficient cash on demand to meet expected operational expenses for a period of 90 days during periods of business interruption. The Limited Partnership will monitor its risk of shortage of funds by monitoring the maturity dates of existing trade and other accounts payable. As at December 31, 2014 there was a working capital deficit of $430,927 (2013 - $824,297). A related party has agreed to provide project funding for an 18 month period beginning December 31, 2014. The Company believes that it has sufficient capital on hand to satisfy working capital requirements for the next 12 months. As such, management has assessed the liquidity risk of the Limited Partnership to be low.

Determination of Fair Value:

Fair values have been determined for measurement and/or disclosure purposes based on the following methods. When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

The Statements of Financial Position carrying amounts for cash, accounts payable and accrued liabilities due to General Partner, and due to related parties approximate fair value due to their short-term nature. Loan investments are fixed rate instruments and are carried at amortized cost, which also approximate their fair value. Fair values of loans receivable are determined by analyzing the present value of discounted future cash flows less any impairment. Due to the use of subjective judgments and uncertainties in the determination of fair values, these values should not be interpreted as being realizable in an immediate settlement of the financial instruments.

Fair value hierarchy

Financial instruments that are measured subsequent to initial recognition at fair value are grouped in Levels 1 to 3 based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2 fair value measurements are those derived from inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable market data (unobservable inputs).

12. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT – CONTINUED

The Limited Partnership did not have any financial instruments that are measured subsequent to initial recognition at fair value.

13. CAPITAL MANAGEMENT

The Limited Partnership monitors its cash and loans receivable as capital. The Limited Partnership's objectives when maintaining capital are to maintain sufficient capital base in order to meet its short-term obligations and at the same time preserve investor's confidence required to sustain future development of the business.

The Limited Partnership is not exposed to any externally imposed capital requirements, and there have been no changes during the year in the Limited Partnership's approach to capital management.

14. COMPARATIVE FIGURES

The presentation of certain comparative figures have been amended to conform with current year presentation.

EXHIBIT B

FINANCIAL STATEMENTS

CLEANVIRO TECH CORP.

YEARS ENDED DECEMBER 31, 2014 (AUDITED) AND 2013 (AUDITED)

Cleanviro Tech Corp.

CLEANVIRO Tech Corp.

Financial Statements

For the fiscal year ended December 31, 2014 and 2013

Cleanviro Tech Corp.
Table of Contents

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600 Cathedral Place
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Vancouver BC V6C 3L2 Canada

INDEPENDENT AUDITOR'S REPORT

To the Directors of Cleanviro Tech Corp.

We have audited the accompanying financial statements of Cleanviro Tech Corp., which comprise the statements of financial position as at December 31, 2014 and 2013, and the statements of comprehensive loss, changes in shareholders' deficit and cash flows for the years then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Cleanviro Tech Corp. as at December 31, 2014 and 2013 and its financial performance and cash flows for the years then ended, in accordance with International Financial Reporting Standards.

Emphasis of Matter

Without qualifying our opinion, we draw attention to Note 2 in the financial statements, which indicates that for the year ended December 31, 2014, the Company has incurred a loss of $20,584 and, as at that date, has an accumulated deficit of $24,297. These items, along with other matters as set forth in Note 2, indicate the existence of a material uncertainty that may cast significant doubt upon the Company's ability to continue as a going concern.

BDO CANADA LLP

Chartered Accountants

April 15, 2015

BDO Canada LLP, a Canadian limited liability partnership, is a member of BDO International Limited, a UK company limited by guarantee, and forms part of the international BDO network of independent member firms.

Cleanviro Tech Corp.
Statements of Financial Position
Expressed in Canadian Dollars

	December 31, 2014	December 31, 2013
Assets		
Current assets		
Cash (Note 5)	$ 478	$ 704
Receivables	3,212	-
Total current assets	3,690	704
Non-current assets		
Loans receivable (Note 6 and 9)	326,395	650,797
Computer equipment	64	91
Due from related parties (Note 9)	128,708	-
Total non-current assets	455,167	650,888
Total assets	$ 458,857	$ 651,592
Liabilities and Shareholders' Equity		
Current liabilities		
Accounts payable and accrued liabilities	$ 24,349	$ 11,849
Taxes payable	-	-
Loan payable (Note 7)	288,549	612,950
Total current liabilities	312,898	624,799
Non-current liabilities		
Due to related parties (Note 9)	169,256	29,506
Total non-current liabilities	169,256	29,506
Shareholders' Deficit		
Share capital (Note 10)	1,000	1,000
Retained deficit	(24,297)	(3,713)
	(23,297)	(2,713)
Total liabilities and Shareholders' Deficit	$ 458,857	$ 651,592

Signed on behalf of the Board of Directors by:

Jung Moon

Peter Wu

See accompanying notes to financial statements.

Cleanviro Tech Corp.
Statements of Comprehensive Loss
Expressed in Canadian Dollars

	Year Ended December 31, 2014	Year Ended December 31, 2013
Management fee income (Note 9)	$ -	$ 51,976
Expenses		
Bank service charge	226	312
Depreciation expense	27	39
License and taxes	300	175
Professional fees	20,668	20,080
Service fees (Note 9)	2,575	39,050
Total expenses	23,796	59,656
Loss before tax recovery	(23,796)	(7,680)
Income tax recovery (Note 11)	3,212	1,186
Total comprehensive loss for the year	$ (20,584)	$ (6,494)

See accompanying notes to financial statements.

Cleanviro Tech Corp.
Statements of Changes in Shareholders' Deficit
Expressed in Canadian Dollars

	Share Capital	Retained Earnings (Deficit)	Total
Shareholders' equity, January 1, 2013	$ 1,000	$ 2,781	$ 3,781
Loss for the year	-	(6,494)	(6,494)
Shareholders' equity, December 31, 2013	$ 1,000	$ (3,713)	$ (2,713)
Shareholders' equity, January 1, 2014	1,000	(3,713)	(2,713)
Loss for the year	-	(20,584)	(20,584)
Shareholders' deficit, December 31, 2014	$ 1,000	$ (24,297)	$ (23,297)

See accompanying notes to financial statements.

Cleanviro Tech Corp.
Statements of Cash Flows
For the year-ended December 31, 2014

	Year Ended December 31, 2014	Year Ended December 31, 2013
Cash flows from operating activities		
Loss for the year	$ (20,584)	$ (6,494)
Adjustments to reconcile loss to net cash used in operating activities:		
Depreciation	27	39
Change in working capital accounts:		
Receivables	(3,212)	693
Accounts payable and accrued liabilities	12,500	(9,619)
Due to related party	11,042	29,231
Taxes payable	-	(1,186)
Total cash inflows from operating activities	$ (227)	$ 12,664
Cash flows from financing activities		
Change in loan receivable	324,402	169,514
Change in loan payable	(324,401)	(182,490)
Total cash inflows from financing activities	$ 1	$ (12,976)
Total decrease in cash during the year	$ (226)	$ (312)
Cash and cash equivalents, beginning of year	$ 704	$ 1,016
Cash and cash equivalents, end of year	$ 478	$ 704
Non-cash items:		
Interest paid	$ -	$ -
Taxes paid	$ -	$ -

See accompanying notes to financial statements.

1. CORPORATE INFORMATION

Cleanviro Tech Corp. (the "Company") was incorporated under the Canada Business Corporations Act on May 27, 2008. The Company entered into a limited partnership agreement (the "Limited Partnership Agreement") dated November 18, 2008 with Cleanviro Limited Partnership (the "Limited Partnership") to explore, finance, manage and commercialize an environmental remediation technology and related businesses (collectively, the "Cleanviro Business"). The Limited Partnership Agreement was amended and restated on September 11, 2013.

The Company is the initial limited partner, General Partner and manager of the Limited Partnership. The Company has exclusive authority to administer, manage, control and generally carry on the business of the Limited Partnership. Pursuant to the Limited Partnership Agreement, 99.9% of the net income or loss and any distributions of the Limited Partnership will be allocated pro rata to the Limited Partners, and the General Partner is to be allocated 0.1%.

The address of the Company's corporate office is unit 301 – 958 West 8th Avenue, Vancouver, British Columbia, Canada.

2. BASIS OF PREPARATION

a) Statement of Compliance

These financial statements of the Company have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

These financial statements were authorized for issue by the Board of Directors on April 15, 2015.

b) Basis of Measurement

The financial statements have been prepared on a historical cost basis which approximates the fair values.

The financial statements are presented in Canadian dollars, which is also the Company's functional currency.

The preparation of financial statements in compliance with IFRS requires management to make certain critical accounting estimates. It also requires management to exercise judgment in applying the Company's accounting policies. The areas involving a higher degree of judgment of complexity, or areas where assumptions and estimates are significant to the financial statements are disclosed in Note 4.

2. BASIS OF PREPARATION - CONTINUED

c) Going Concern of Operations

The revenue generated by the Company has been management fees charged to the Limited Partnership for broad-scope management services provided. These management fees are insufficient to fund the anticipated general and administrative expenses and to settle liabilities. The ultimate success of the Company is dependent on the Limited Partnership's ability to repay the loans receivable, which is dictated by the success of the Cleanviro projects in South Korea. As at the date of these financial statements, no profits have been realized on the Cleanviro Businesses because the operating company, Geoenvirotec Co. Ltd., is still in the research and development phase.

The financial statements were prepared on a going concern basis. The going concern basis assumes that the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities and commitments in the normal course of business. For the year ended December 31, 2014, the Company had no source of operating income, has incurred a loss of $20,584 and, as at that date, has an accumulated deficit of $24,297 and its current liabilities exceeded its current assets by $309,208. Effective June 18, 2011, the Limited Partnership's fundraising activities were halted by a Cease Trade Order ("CTO") ordered by the BC Securities Commission. While the CTO was in force, the Company and the Limited Partnership relied on loans from a related party, to fund on-going expenses. On April 11, 2013, the CTO was lifted. Since the CTO was lifted, the Limited Partnership has resumed fundraising activities in order to carry out its intended businesses and repay amounts owing to the Company. These conditions indicate the existence of a material uncertainty that may cast significant doubt upon the Company's ability to continue to operate as a going concern due to the uncertainty of the success of fundraising efforts.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these financial statements.

a) Cash

Cash includes funds held in a business chequing account with a Canadian Schedule II bank that are highly liquid. Cash is classified as loans and receivables.

b) Financial Instruments

Financial instruments are classified into the appropriate category based on the purpose for which the instrument was recognized. All transactions related to financial instruments are recorded on a trade date basis. The Company's accounting policies for financial instruments are as follows:

Loans and Receivables

These assets are non-derivative financial assets resulting from the delivery of cash or other assets by a lender to a borrower in return for a promise to repay on a specified date or dates, or on demand. They are initially recognized at fair value plus transaction costs that are directly attributable to their acquisition or issue and subsequently carried at amortized cost, using the effective interest rate method, less any impairment losses. Amortized cost is calculated taking into account any discount or premium on acquisition and includes fees that are an integral part of the effective interest rate and transaction costs. Gains and losses are recognized in profit or loss when the loans and receivables are derecognized or impaired, as well as through the amortization process. The Limited Partnership's financial assets designated as loans and receivables include cash and loans receivable.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Impairment on Financial Assets

At each reporting date the Company assesses whether there is any objective evidence that a financial asset or a group of financial assets is impaired. A financial asset or group of financial assets is deemed to be impaired, if, and only if, there is objective evidence of impairment as a result of one or more events that has occurred after the initial recognition of the asset and that event has an impact on the estimated future cash flows of the financial asset or the group of financial assets.

Financial Liabilities

Financial liabilities are classified as other financial liabilities, based on the purpose for which the liability was incurred. Financial liabilities are initially recognized at fair value net of any transaction costs directly attributable to the issuance of the instrument and subsequently carried at amortized cost using the effective interest rate method. This ensures that any interest expense over the period to repayment is at a constant rate on the balance of the liability carried in the statement of financial position. Interest expense in this context includes initial transaction costs and premiums payable on redemption, as well as any interest or coupon payable while the liability is outstanding.

The Company's liabilities designated as other financial liabilities include accounts payable and accruals, taxes payable, loan payable and due to related party.

c) Income Taxes

Income tax expense comprises of current and deferred tax. Current tax and deferred tax are recognized in net income except to the extent that it relates to a business combination or items recognized directly in equity or in other comprehensive loss.

Current income taxes are recognized for the estimated income taxes payable or receivable on taxable income or loss for the current year and any adjustment to income taxes payable in respect of previous years. Current income taxes are determined using tax rates and tax laws that have been enacted or substantively enacted by the year-end date.

Deferred tax assets and liabilities are recognized where the carrying amount of an asset or liability differs from its tax base, except for taxable temporary differences arising on the initial recognition of goodwill and temporary differences arising on the initial recognition of an asset or liability in a transaction which is not a business combination and at the time of the transaction affects neither accounting nor taxable profit or loss.

Recognition of deferred tax assets for unused tax losses, tax credits and deductible temporary differences is restricted to those instances where it is probable that future taxable profit will be available against which the deferred tax asset can be utilized. At the end of each reporting year the Company reassesses unrecognized deferred tax assets. The Company recognizes a previously unrecognized deferred tax asset to the extent that it has become probable that future taxable profit will allow the deferred tax asset to be recovered.

d) Investment in Associate

Where the Company has the power to participate in (but not control) the financial and operating policy decisions of another entity, it is classified as an associate. The Limited Partnership is classified as an associate in the financial statements of the Company. Investments in associates are initially recognized in the statement of financial position at cost. The Company's share of post-acquisition profits and losses is recognized in the statement of comprehensive income, except that losses in excess of the Company's investment in the associate are not recognized unless there is an obligation to make good on those losses, which is limited to the Company's asset balance. Profits and losses arising

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

on transactions between the Company and its associates are recognized only to the extent of unrelated investors' (or limited partners) interest in the associate. The Company's share in the associate's profits and losses resulting from these related party transactions is eliminated against the carrying value of the associate.

e) Share Capital

Equity instruments are contracts that give a residual interest in the net assets of the Company. Financial instruments issued by the Company are classified as equity only to the extent that they do not meet the definition of a financial liability or financial asset. The Company's common shares are classified as equity instruments.

Incremental costs directly attributable to the issue of new shares or options are shown in equity as a deduction, net of tax, from the proceeds.

f) Revenue Recognition

Revenue from providing management services and other businesses activities is recognized when earned, specifically when amounts are fixed or can be determined and the ability to collect is reasonably assured.

g) Foreign Currency Translation

Foreign currency accounts are translated into Canadian dollars as follows:

At the transaction date, each asset, liability, revenue and expense denominated in a foreign currency is translated into Canadian dollars by the use of the exchange rate in effect at that date. At the year-end date, unsettled monetary assets and liabilities are translated into Canadian dollars by using the exchange rate in effect at the year-end date and the related translation differences are recognized in net income.

Non-monetary assets and liabilities that are measured at historical cost are translated into Canadian dollars by using the exchange rate in effect at the date of the initial transaction and are not subsequently restated. Non-monetary assets and liabilities that are measured at fair value or a revalued amount are translated into Canadian dollars by using the exchange rate in effect at the date the value is determined and the related translation differences are recognized in net income or other comprehensive income consistent with where the gain or loss on the underlying non-monetary asset or liability has been recognized.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

h) Standards, Amendments and Interpretations Not Yet Effective

Effective January 1, 2014 the Company adopted the following new and revised International Financial Reporting Standards ("IFRS") that were issued by the International Accounting Standards Board ("IASB").

- Investment Entities (Amendments to IFRS 10, IFRS 12 and IAS 27)

  These amendments provide an exception to the consolidation requirement for entities that meet the definition of an investment entity under IFRS 10 Consolidated Financial Statements and must be applied retrospectively, subject to certain transition relief. The exception to consolidation requires investment entities to account for subsidiaries at fair value through profit or loss. These amendments have no impact on the Company.

- Offsetting Financial Assets and Financial Liabilities (Amendments to IAS 32)

  These amendments clarify the meaning of "currently has a legally enforceable right to set-off" and the criteria for non-simultaneous settlement mechanisms of clearing houses to qualify for offsetting and is applied retrospectively. These amendments have no impact on the Company as it does not have any offsetting arrangements.

- IFRIC 21 Levies

  IFRIC 21 clarifies that an entity recognizes a liability for a levy when the activity that triggers payment, as identified by the relevant legislation, occurs. For a levy that is triggered upon reaching a minimum threshold, the interpretation clarifies that no liability should be anticipated before the specified minimum threshold is reached. Retrospective application is required for IFRIC 21. This interpretation has no impact on the Company as it has applied the recognition principles under IAS 37 Provisions, Contingent Liabilities and Contingent Assets consistent with the requirements of IFRIC 21.

The standards and interpretations that are issued, but not yet effective, up to the date of issuance of the Company's financial statements are disclosed below. The Company is still evaluating the impact of these new standards and interpretations and intends to adopt these standards, if applicable, when they become effective:

- IFRS 9 Financial Instruments

  In July 2014, the IASB issued the final version of IFRS 9 Financial Instruments ("IFRS 9") which reflects all phases of the financial instruments project and replaces IAS 39 Financial Instruments: Recognition and Measurement ("IFRS 39") and all previous versions of IFRS 9. The standard introduces new requirements for classification and measurement, impairment, and hedge accounting. IFRS 9 is effective for annual periods beginning on or after 1 January 2018, with early application permitted. Retrospective application is required, but comparative information is not compulsory. Early application of previous versions of IFRS 9 (2009, 2010 and 2013) is permitted if the date of initial application is before 1 February 2015.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

- IAS 24 Related Party Disclosures

  The amendment is applied retrospectively and clarifies that a management entity (an entity that provides key management personnel services) is a related party subject to the related party disclosures. In addition, an entity that uses a management entity is required to disclose the expenses incurred for management services.

- IFRS 13 Fair Value Measurement

  The amendment is applied prospectively and clarifies that the portfolio exception in IFRS 13 can be applied not only to financial assets and financial liabilities, but also to other contracts within the scope of IFRS 9 (or IAS 39, as applicable).

- IAS 27 Equity Method in Separate Financial Statements (amendments)

  The amendments will allow entities to use the equity method to account for investments in subsidiaries, joint ventures and associates in their separate financial statements. Entities already applying IFRS and electing to change to the equity method in its separate financial statements will have to apply that change retrospectively. The amendments are effective for annual periods beginning on or after 1 January 2016, with early adoption permitted.

4. CRITICAL ACCOUNTING ESTIMATES AND JUDGEMENTS

The Company makes estimates and assumptions about the future that affect the reported amounts of assets and liabilities. Estimates and judgments are continually evaluated based on historical experience and other factors, including expectations of future events that are believed to be reasonable under the circumstances. In the future, actual experience may differ from these estimates and assumptions.

The effect of a change in an accounting estimate is recognized prospectively by including it in comprehensive income in the period of the change, if the change affects that period only; or in the period of the change and future periods, if the change affects both.

The estimates and assumptions that have a significant risk of causing material adjustment to the carrying amounts of assets and liabilities within the next financial year are discussed below.

- Impairment of Loans Receivable

  In determining whether an impairment loss should be recorded in the statement of comprehensive income the Company makes judgment on whether objective evidence of impairment exists individually for financial assets that are individually significant. Where this does not exist the Company uses its judgment to group loans receivable with similar credit risk characteristics to allow a collective assessment of the group to determine any impairment loss. In determining the collective loan loss provision Management uses estimates based on historical loss experience for assets with similar credit risk characteristics and objective evidence of impairment.

5. CASH

The Company's cash is held with the Korean Exchange Bank of Canada, a Canadian Schedule II bank with global headquarters in South Korea. Cash yields interest at the prevailing rate for similar business chequing accounts.

6. LOANS RECEIVABLE

The loans receivable is comprised of amounts receivable from the Limited Partnership, which yields interest at 4.25% per annum and is due to the Company on demand. The Company has waived the interest on the loans receivable for fiscal years ended December 31, 2014 and 2013.

7. LOAN PAYABLE

The loan payable is comprised of amounts payable to the Company's director and the only 36.7% shareholder, Jung Moon. The loan is non-interest bearing and is due on demand.

8. INVESTMENT IN ASSOCIATE

The Company is the General Partner and Manager of the Limited Partnership and is responsible for making all operational and financial decisions of the Limited Partnership. As such, the Company is considered to have the power to exercise significant influence over the affairs of the Limited Partnership. The Company's investment in the Limited Partnership thus meets the definition of an associate and requires the equity method of accounting.

Since 2009, the Company's share of post-acquisition losses of the Limited Partnership have exceeded the Company's investment in the associate. Such losses are not recognized in these financial statements as there is no obligation to make good these losses.

The below table summarizes the change in equity investment during the periods/years had the investment in associate been accounted for in these financial statements:

	Amount
Balance, January 1, 2013	$ (44,117)
Share of income	(1)
Partnership distribution	(161)
Balance, December 31, 2013	$ (44,279)
Share of income	(39)
Partnership distribution	(203)
Balance, December 31, 2014	$ (44,521)

9. RELATED PARTIES

The following is a summary of the Company's related party balances during the years presented:

	December 31, 2014	December 31, 2013
Loans receivable (Note 6)	$ 326,395	$ 650,797
Loan payable (Note 7)	$ 288,549	$ 612,950
Due to related parties	$ 169,256	$ 29,506
Due from related parties	$ 128,708	-

9. RELATED PARTIES - CONTINUED

The following is a summary of the Company's related party transactions during the year:

a) Management Fee Income

The Company entered into a management agreement (the "Management Agreement") with the Limited Partnership effective on January 1, 2009. In consideration for the operational and financial management services provided by the Company, the Limited Partnership is to pay the Company management fees of 5% of the funds raised net of issue costs each year plus additional monthly office administration charges. Management fee income earned was added to the loans receivable from the Limited Partnership (Note 6). The significant decrease of the management fee income in 2013 was due to the termination of the Management Agreement effective on June 30, 2013.

b) Service Fees

Pursuant to the Limited Partnership Agreement, the Company is responsible for the overall management of the Limited Partnership's businesses and affairs. In carrying out its duties as the General Partner, the Company, entered into a Service Agreement (the "Service Agreement") with a director and shareholder, Jung Moon, to provide management services to the Company and Limited Partnership.

Total service fees paid to Jung Moon for the year ended December 31, 2013 were $39,000 and the Service Agreement was terminated on June 30, 2013.

10. SHARE CAPITAL

a) Authorized

The Company is authorized to issue an unlimited number of common shares. The holders of common shares are entitled to receive dividends which are declared from time to time, and are entitled to one vote per share at meetings of the Company. All shares are ranked equally with regard to the Company's residual assets.

b) Issued and Outstanding

The following table summarizes the Company shares issued and outstanding during the year:

	Number of Shares	Share Price	Amount
Balance at December 31, 2014 and 2013	1,000	$ 1.00	$ 1,000

11. INCOME TAXES

Significant components of the Company's income tax expense are as follows:

	December 31, 2014	December 31, 2013
Loss for the year	$ (23,796)	$ (7,680)
Recover at statutory rate - 13.5%	$ (3,212)	$ (1,037)
Other	-	(149)
Changes in unrecognized deferred tax asset	3,212	1,186
Deferred tax recovery	$ -	$ -

Deferred Tax Assets and Liabilities

No deferred tax asset has been recognized in respect of the following losses and temporary differences, as it is not considered probable that sufficient future taxable profit will allow the deferred tax to be recovered:

	December 31, 2014	December 31, 2013
Non-capital losses	$ 19,430	$ 16,230
Capital assets	-	-
Other	-	-
Unrecognized deferred tax asset	(19,430)	(16,230)
Deferred tax asset / (liability)	$ -	$ -

As at December 31, 2014, the Company had approximately $143,409 of loss carry forwards available for carry forward to future years. These losses expire as follows:

2028	$ 48,610
2029	52,588
2030	1,770
2031	9,444
2032	96
2033	7,680
2034	23,796
	$ 143,984

12. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

The Company is exposed through its operations to the following financial risks:

- Market Risk
- Credit Risk
- Liquidity Risk

In common with all other businesses, the Company is exposed to risks that arise from its use of financial instruments. This note describes the Company's objectives, policies and processes for managing those risks and the methods used to measure them. Further quantitative information in respect of these risks is presented throughout these financial statements.

There have been no substantive changes in the Company's exposure to financial instrument risks, its objectives, polices and processes for managing those risks or the methods used to measure them from previous years unless otherwise stated in the note.

General Objectives, Policies and Processes:

The Board of Directors has overall responsibility for the determination of the Company's risk management objectives and policies and, whilst retaining ultimate responsibility for them, it has delegated the authority for designing and operating processes that ensure the effective implementation of the objectives and policies to the Company's finance function.

a) Market Risk

Market risk is the risk that the fair value of future cash flows of a financial instrument will fluctuate because of changes in market prices. The risks that affect market prices which are relevant to the Company include foreign currency risk and interest rate risk.

Foreign Currency Risk

Foreign currency risk is the risk that a variation in exchange rates between the Canadian dollar and US dollar or other foreign currencies will affect the Company's operations and financial results. The Company does not have significant exposure to foreign exchange rate fluctuation because all balances and transactions are in Canadian Dollars.

Interest Rate Risk

Interest rate risk is the risk that future cash flows will fluctuate as a result of changes in market interest rates. The Company's loan payable is non-interest bearing, therefore, interest rate risk is limited to potential decreases on the interest rate offered on cash held with chartered Canadian financial institutions. The Company's loans receivable bears interest at 4.25%. There is no risk as the rate is fixed. The Company considers this risk to be immaterial.

b) Credit Risk

Credit risk is the risk of financial loss to the Company if a customer or a counterparty to a financial instrument fails to meet its contractual obligations. Financial instruments which are potentially subject to credit risk for the Company consist primarily of cash and loans receivable. Cash is maintained with financial institutions of reputable credit and may be redeemed upon demand. The loans receivable is due from a related Company.

12. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT – CONTINUED

The credit risk relating to cash is minimal as the financial institution the Company's chequing account is deposited with is a financially stable international bank based in South Korea. There is no credit and collectability problem with regards to the loans receivable as both the Company and the loan counterparty are related parties. A related party has agreed to provide project funding for an 18-month period beginning on January 1, 2015. Management has bona fide intentions to ensure the ultimate success of the entities and assesses the credit risk associated with the loans receivable to be low.

b) Liquidity Risk

Liquidity risk is the risk that the Company will not be able to meet its financial obligations as they become due. Management's liquidity risk management policy includes ensuring that the Company and the Limited Partnership has sufficient cash on demand to meet expected operational expenses for a period of 90 days during a period of business interruption. The Company will monitor its risk of shortage of funds by monitoring the maturity dates of existing trade and other accounts payable.

Determination of Fair Value:

Fair values have been determined for measurement and/or disclosure purposes based on the following methods. When applicable, further information about the assumptions made in determining fair values is disclosed in the notes specific to that asset or liability.

The Statements of Financial Position carrying amounts for cash and loan payable approximate fair value due to their short-term nature. Loans receivable are short-term, fixed rate instruments and are carried at amortized cost, which also approximate their fair value. Fair values of loans receivable are determined by analyzing the present value of discounted future cash flows less any impairment. Due to the use of subjective judgments and uncertainties in the determination of fair values these values should not be interpreted as being realizable in an immediate settlement of the financial instruments.

Fair Value Hierarchy:

Financial instruments that are measured subsequent to initial recognition at fair value are grouped in Levels 1 to 3 based on the degree to which the fair value is observable:

- Level 1 fair value measurements are those derived from quoted prices (unadjusted) in active markets for identical assets or liabilities; and
- Level 2 fair value measurements are those derived from inputs other than quoted prices included within level 1 that are observable for the asset or liability, either directly (i.e. as prices) or indirectly (i.e. derived from prices); and
- Level 3 fair value measurements are those derived from valuation techniques that include inputs for the asset or liability that are not based on observable marker data (unobservable inputs).

The Company did not have any financial instruments that are measured subsequent to initial recognition at fair value.

13. CAPITAL MANAGEMENT

The Company monitors its cash, shareholders' equity, and loans receivable as capital. The Company's objectives when maintaining capital are to maintain sufficient capital base in order to meet its short-term obligations and at the same time preserve investor's confidence required to sustain future development of the business.

The Company is not exposed to any externally imposed capital requirements, and in turn there have been no changes during the year in the Company's approach to capital management.

Item 13. Date and Certificate

CERTIFICATE OF THE PARTNERSHIP

Dated: April 30, 2015

This offering memorandum does not contain a misrepresentation.

CLEANVIRO LIMITED PARTNERSHIP
by its General Partner Cleanviro Tech Corp.

Per: 
Jung Moon, Director and President

SCHEDULE "A"
Amended and Restated Limited Partnership Agreement Dated September 11, 2013

CLEANVIRO LIMITED PARTNERSHIP

AMENDED AND RESTATED LIMITED PARTNERSHIP AGREEMENT

Amended: September 11, 2013

Approved: August 29, 2013

TABLE OF CONTENTS

This Amended and Restated Limited Partnership Agreement (the "**Agreement**") is dated for reference the 11th day of September, 2013,

BETWEEN:

CLEANVIRO TECH CORP., a body corporate incorporated federally under the Canada Business Corporations Act (hereinafter referred to as the "**General Partner**")

AND

JUNG MOON, an individual residing in the City of North Vancouver, in the Province of British Columbia (hereinafter referred to as the "**Initial Limited Partner**")

AND

Each existing Limited Partner of the partnership (the "**Partnership**") formed pursuant to the limited partnership agreement dated for reference the 18th day of November 2008 (the "**Initial Limited Partnership Agreement**") (hereinafter referred to individually as an "**Existing Limited Partner**" and collectively with the Initial Limited Partner as the "**Existing Limited Partners**")

AND

Each of those Persons who from time to time is accepted as and becomes a limited partner of the Partnership formed pursuant to this Agreement in accordance with the terms and conditions of this Agreement (hereinafter referred to individually as a "**Limited Partner**" and collectively with the Existing Limited Partners as the "**Limited Partners**")

WHEREAS:

A. The General Partner and the Initial Limited Partner have established a limited partnership pursuant to the terms of the Initial Limited Partnership Agreement;

B. The Partnership was initially formed to acquire and hold shares or debt in a corporation to be formed in South Korea, to be named SMG Advisors (Korea) Inc. SMG Advisors (Korea) Inc. was to acquire shares or otherwise invest in a corporation to be formed in South Korea, which corporation was to acquire the assets of an environmental remediation business (the "**CleanViro Business**");

C. Instead, the Partnership made direct investments into SMG Asset Co., Ltd. ("**SMG Asset**") an entity incorporated in South Korea, in consideration of debt instruments (the "**SMG Debt Instruments**") of SMG Asset;

D. SMG Asset is the parent company and controlling shareholder of Geoenvirotec Co. Ltd. ("**Geoenvirotec**"). SMG Assets invests the funds received from the Partnership to acquire additional shares of Geoenvirotec, thereby increasing its equity interest in Geoenvirotec. The investment is used by Geoenvirotec to advance the CleanViro Business.

E. The General Partner has previously offered and sold Units of the Partnership by way of private placement in certain provinces and territories of Canada for the primary purposes of financing the acquisition of additional SMG Debt Instruments and funding certain of the ongoing costs of the Partnership and maintaining such interests and has admitted subscribers for Units as Limited Partners;

F. The General Partner has determined that it wishes to alter the capital structure of the Partnership to create a second series of units (the "**Series 2 Units**"), having different rights and restrictions from the existing units (hereinafter referred to as the "**Series 1 Units**") and to continue to offer and sell Series 1 Units and Series 2 Units (each a "**Unit**" and together, the "**Units**"), by way of a private placement in certain provinces and territories in Canada, for the purposes enumerated in Preamble Clause E above;

G. The General Partner has also determined that it wishes to be able to issue, by way of private placement, debt securities (the "**Promissory Notes**") of the Partnership, also for the purposes enumerated in Preamble Clause E above; and

H. It is considered necessary and desirable to enter into this Agreement to set out the amended and restated terms and conditions upon which the Partnership is to be established and operated.

In consideration of the covenants, representations and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, in addition to any terms defined parenthetically herein, the following terms shall have the following meanings unless the context otherwise requires:

"**Accountants**" means such firm of chartered accountants as may be appointed by the General Partner from time to time as accountants for the Partnership;

"**affiliate**" or "**associate**" means a Person who is affiliated or associated with the Person who is the object of the description for the purposes of the BCBCA;

"**Agent Commissions**" means all commissions, fees and other compensation payable, if any, to a selling agent with respect to any offering or sale of Units or Promissory Notes;

"**Agreement**" means this amended and restated limited partnership agreement, including the Schedules to this agreement, as amended or supplemented from time to time, and "herein", "hereby", "hereof", "hereunder", "hereto" and similar expressions mean or refer to this Agreement and not to any particular provision of this Agreement;

"**Amended and Restated Investment Agreement**" means the agreement between the General Partner for and on behalf of the Partnership and SMG Asset, made January 5, 2009 and amended on September 11, 2013 governing the relationship of the parties as it relates to the purchase by the Partnership of debt and or shares in SMG Asset and the acquisition, management and sale of the CleanViro Business by SMG Asset, a copy of which is attached as Schedule C to this Agreement;

"**BCBCA**" means the *Business Corporations Act* (British Columbia);

"**Capital Contribution**" means, with respect to any Partner, the amount of capital contributed by such Partner to the Partnership in accordance with Article 4 hereof, including, in the case of a Limited Partner, such Limited Partner's Initial Capital Contribution;

"**Certificate**" means the certificate in respect of the Partnership filed pursuant to the Partnership Act, as amended from time to time in accordance with all notices to amend such certificate that are filed and recorded as aforesaid;

"**CleanViro Business**" means the environmental remediation business which will include one or more of the following main business areas: industrial waste water treatment; sewage water and sludge treatment; and mine tailings and contaminated soil treatment, and where the context requires, the SMG Debt Instruments that are acquired by the Partnership;

"**Concept Planning**" means those pre-development actions initiated to: (i) conduct planning studies to assess the potential of the CleanViro Business; (ii) prepare a conceptual business plan for the CleanViro Business; and (iii) pursue governmental planning and regulatory approvals necessary to implement the conceptual business plan;

"**Excise Tax Act**" means the *Excise Tax Act* (Canada);

"**Existing Limited Partners**" means the Initial Limited Partners and each existing Limited Partner of the Partnership;

"**Extraordinary Resolution**" means a resolution approved by not less than 66% of the votes cast by those Limited Partners who are entitled to, and who vote, in person or by proxy at a duly convened meeting of Limited Partners, or at any adjournment thereof, called in accordance with this Agreement, or a written resolution signed in one or more counterparts by Limited Partners holding in the aggregate not less than 66% of the aggregate number of votes held by those Limited Partners who are entitled to vote with respect to such resolution at such meeting;

"**Fiscal Year**" has the meaning ascribed thereto in Section 6.7;

"**General Partner**" means Cleanviro Tech Corp. and each other party who becomes an additional or substituted General Partner pursuant to the terms and conditions of this Agreement;

"**Income Tax Act**" means *the Income Tax Act* (Canada), as amended and supplemented from time to time;

"**Initial Capital Contribution**" means an amount per Unit issued to a Limited Partner (other than the Initial Limited Partner) equal to $10.00 per Unit pursuant to Section 4.4 hereof;

"**Initial Investment Agreement**" means the agreement between the General Partner for and on behalf of the Partnership and SMG Asset made January 5, 2009, governing the relationship of the parties as it relates to the purchase by the Partnership of debt and or shares in SMG Asset and the acquisition, management and sale of the CleanViro Business by SMG Asset;

"**Initial Limited Partner**" means Jung Moon;

"**Initial Limited Partnership Agreement**" means the limited partnership agreement dated for reference the 18th day of November, 2008 pursuant to which the Partnership was formed;

"**Limited Partners**" means the Existing Limited Partners and each of those Persons who from time to time is accepted as and becomes a Series 1 Limited Partner or a Series 2 Limited Partner of the Partnership in accordance with the terms and conditions of this Agreement, including the General Partner if and when it holds Units;

"**Net Income**" or "**Net Loss**" means, with respect to any fiscal period, the net income or net loss, as the case may be, of the Partnership as determined by the General Partner in accordance with Canadian generally accepted accounting principles;

"**Note Private Placement**" means a private placement of Promissory Notes;

"**Offering Memorandum**" means an offering memorandum which may in the future be prepared by the Partnership and the General Partner, and which may be amended from time to time, and used in the sale of Units and/or the Promissory Notes pursuant to a future private placement;

"**Ordinary Resolution**" means a resolution approved by more than 50% of the votes cast by those Limited Partners who vote and are entitled to vote in person or by proxy at a duly convened meeting of Limited Partners, or at any adjournment thereof, called in accordance with this Agreement, or a written resolution signed in one or more counterparts by Limited Partners holding in the aggregate more than 50% of the aggregate number of votes held by those Limited Partners who are entitled to vote with respect to such resolution at such meeting;

"**Partners**" means the General Partner and the Limited Partners collectively, and "Partner" means any one of them;

"**Partnership**" means CleanViro Limited Partnership, a limited partnership formed pursuant to the terms of the Initial Limited Partnership Agreement under the Partnership Act;

"**Partnership Act**" means the *Partnership Act* (British Columbia);

"**Person**" means any "person" or "company" as such terms are defined in the *Securities Act* (British Columbia);

"**Promissory Note Certificate**" means a certificate evidencing the indebtedness of the Partnership to a person that acquires Promissory Notes of the Partnership;

"**Promissory Notes**" means the unsecured promissory notes of the Partnership;

"**Qualified Person**" means a Person in respect of which, if such Person were to become a Limited Partner, the representations of such Person contained in Section 13.2(a) would be true;

"**Register**" means the register of Partners maintained or caused to be maintained pursuant to Section 6.10;

"**Registrar and Transfer Agent**" means the registrar and transfer agent for the Units referred to in Section 6.10;

"**Resident**" means a Person (other than a partnership) that is resident in Canada for the purposes of the Income Tax Act, and a "Canadian partnership" as defined in the Income Tax Act;

"**Series 1 Limited Partners**" means each of those persons who, from time to time, is accepted and becomes a limited partner of the Partnership in accordance with the terms and conditions of this Agreement, including the General Partner, if and when it holds Series 1 Units;

"**Series 2 Limited Partners**" means " means each of those persons who, from time to time, is accepted and becomes a limited partner of the Partnership in accordance with the terms and conditions of this Agreement, including the General Partner, if and when it holds Series 2 Units;

"**Series 1 Units**" means one Series 1 Unit of the Partnership, representing an equal and undivided interest in the Partnership (subject to the interest of the General Partner therein) entitling the holder thereof to the rights, restrictions, privileges and obligations of a Series 1 Limited Partner, as provided in this Agreement;

"**Series 2 Units**" means one Series 2 Unit of the Partnership, representing an equal and undivided interest in the Partnership (subject to the interest of the General Partner therein) entitling the holder thereof to the rights, restrictions, privileges and obligations of a Series 2 Limited Partner, as provided in this Agreement;

"**Sharing Ratio**", with respect to any Limited Partner and any Units, means the proportion that the number of Units held by such Limited Partner constitutes of the aggregate number of Units held by all Limited Partners;

"**SMG Advisors**" means SMG Advisors Inc., a federal corporation incorporated in Canada;

"**SMG Advisors Affiliate"** means any affiliate of SMG Advisors from which the Partnership acquires the Interest or an interest in the CleanViro Business;

"**SMG Asset**" means SMG Asset Co., Ltd., a corporation formed in South Korea which is an affiliate of SMG Advisors;

"**SMG Debt Instruments**" means the debt instruments of SMG Asset held by, or to be acquired by, the Partnership;

"**Subscription Agreement**" means a subscription agreement for the acquisition of Units or Promissory Notes from the Partnership in such form as is approved from time to time by the General Partner;

"**Unit**" means one Series 1 Unit of the Partnership or one Series 2 Unit of the Partnership, in each case representing an equal and undivided interest in the Partnership (subject to the interest of the General Partner therein) entitling the holder thereof to the rights, restrictions, privileges and obligations of a Limited Partner as provided in this Agreement;

"**Unit Certificate**" means a certificate representing ownership of Unit(s), which certificate shall be substantially in the form attached hereto as Schedule B or such other form as is approved from time to time by the General Partner;

"**Unit Private Placement**" means the private placement of a maximum of an aggregate of up to 1,000,000 Units, comprised of up to 210,000 Series 1 Units and up to 790,000 Series 2 Units, that is contemplated by the Partnership and described in Section 4.4; and

"**Unqualified Limited Partner**" means a Limited Partner in respect of which any of the representations of such Limited Partner contained in Section 13.2(a)(iii), (iv) or (v) ceases to be true.

1.2 Schedules

The following Schedules form part of this Agreement:

Schedule A Transfer Form

Schedule B Unit Certificate

Schedule C Form of Amended and Restated Investment Agreement

Schedule D Promissory Note Certificate

1.3 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.4 Section References

Unless the contrary intention appears, references in this Agreement to an Article, Section or Schedule by number or letter or both refer to the Article, Section or Schedule, respectively, bearing that designation in this Agreement.

1.5 Number and Gender

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.6 Date for Actions

In the event that the date on which any action is required to be taken hereunder by any of the parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

1.7 Statutes

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations or other administrative authority promulgated thereunder from time to time in effect.

1.8 Currency

Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.

ARTICLE 2
THE PARTNERSHIP

2.1 Formation of Partnership

The General Partner and the Limited Partners hereby acknowledge and agree that the Partnership is a limited partnership governed by the laws of British Columbia and by the terms and conditions of this Agreement as amended and restated.

2.2 Name

The name of the Partnership shall be "CleanViro Limited Partnership", or such other name as the General Partner may determine from time to time, of which notice to amend the Certificate is filed and recorded pursuant to the Partnership Act.

2.3 Number of Partners

The Partnership will at all times have at least one General Partner and one or more Limited Partners.

2.4 Maintaining Status of Partnership

The General Partner will be the general partner of the Partnership, will do all things and will cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of British Columbia or the laws of Canada or the laws of any other province or territory or state having jurisdiction, to reflect the constitution of the Partnership from time to time. The General Partner and each Limited Partner will execute and deliver as promptly as possible any certificates, declarations, instruments and documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation, continuance, operation or dissolution of the Partnership under any and all applicable laws. The General Partner will take all necessary actions on the basis of information available to it in order to maintain the legal status of the Partnership as a limited partnership under the Partnership Act.

2.5 Principal Office

The principal office of the Partnership shall be #301 - 958 West 8th Avenue, Vancouver, British Columbia, V5Z 1E3. The General Partner may change the principal office of the Partnership to such other office or offices in the Province of British Columbia as the General Partner may from time to time determine provided that the General Partner gives notice of such change to the Limited Partners. The General Partner may establish such other place or places of business of the Partnership as it may determine from time to time.

ARTICLE 3
PURPOSE AND FUNCTION OF THE PARTNERSHIP

3.1 Purpose and Function of the Partnership

The Partnership was formed for the purposes of purchasing the SMG Debt Instruments from SMG Asset, holding the SMG Debt Instruments as an investment, causing the General Partner to engage in active management of the CleanViro Business for the benefit of the Partnership, and eventually realizing on the SMG Debt Instruments with a view to making a profit. Although it is the current intention of the Partnership to hold the SMG Debt Instruments as an investment, to participate in active management and Concept Planning, and to eventually realize on the SMG Debt Instruments, in the event it is determined (pursuant to an Extraordinary Resolution) that the Partnership will extend its activities beyond active management, Concept Planning, and the purchase of the SMG Debt Instruments, the activities of the Partnership will also include participating with SMG Asset in acquiring an interest in or otherwise investing directly in the CleanViro Business.

3.2 Powers

The purposes of the Partnership set forth in Section 3.1 and the powers vested in the General Partner described in Section 6.5 shall be construed as both purposes and powers of the Partnership. The Partnership shall have, without limitation, the power to do, or cause to be done, any and all acts and things necessary, convenient or incidental to the accomplishment of the purposes of the Partnership, and the enumeration in Section 6.5 of any means by which the purposes of the Partnership may be accomplished shall not limit or be construed so as to limit the powers which may be exercised by the Partnership.

ARTICLE 4
ADMISSION OF LIMITED PARTNERS AND CAPITAL CONTRIBUTIONS

4.1 Division into Units

The interests of the Limited Partners in the Partnership shall be divided into, and the Partnership is authorized to issue, an unlimited number of Series 1 Units and an unlimited number of Series 2 Units. Each Series 1 Unit shall, subject to Section 4.2, have attached thereto the same rights and obligations as, and shall rank equally with, each other Series 1 Unit with respect to distributions, allocations and voting.

Each Series 2 Unit shall, subject to Section 4.2, have attached thereto the same rights and obligations as and shall rank equally with, each other Series 2 Unit with respect to distributions, allocations and voting.

4.2 Initial Limited Partner

The Initial Limited Partner previously contributed $50.00 as the initial capital contribution to the Partnership and such contribution was accepted by the General Partner. Upon one or more other Persons becoming Limited Partners, the Initial Limited Partner shall be entitled to and shall receive payment from the Partnership of $50.00 as a return of the capital contributed by the Initial Limited Partner, whereupon the Initial Limited Partner shall cease to be a Limited Partner.

4.3 Fractional Units

A Unit may be divided or split into fractions, and the Partnership will record any subscription for, assignment of, or otherwise recognize any interest in less than a whole Unit. Unless the context otherwise requires, any reference to a Unit or Units in this Agreement will be deemed to include a reference to a fraction of a Unit.

4.4 Additional Limited Partners

The General Partner may, subject to the other provisions of this Agreement, admit Limited Partners from time to time by the offering, sale and issuance of further Units pursuant to the Unit Private Placement. The Unit Private Placement will consist of the offering by the Partnership of a minimum of an aggregate of a maximum of up to 1,000,000 Units, comprised of up to 210,000 Series 1 Units and up to 790,000 Series 2 Units, at a price of $10.00 per Unit. The General Partner may determine the other terms and conditions of such offering and sale of the Units thereunder and may do all such things as may be necessary or advisable to give effect to such offering and sale (including, without limitation, the filing of the Offering Memorandum (or any amendment thereto), the payment of issue expenses and the entry into of agreements to pay Agent Commissions with respect to the offering or sale of Units) and any such acts done are hereby ratified and confirmed by the Limited Partners. Each Person subscribing for Units pursuant to the Unit Private Placement must complete, execute and deliver to, or to the order of, the General Partner, a Subscription Agreement and any other documents deemed necessary by the General Partner to comply with applicable securities laws and the terms and conditions of issue. A subscriber for Units shall become a Limited Partner upon the acceptance by the General Partner of the subscriber's Subscription Agreement and other documents and payment of such Limited Partner's Initial Capital Contribution and, thereupon, the Limited Partners hereby consent to the admission of, and will admit, additional Limited Partners to the Partnership without further act of the Partners. The General Partner and the Existing Limited Partners acknowledge and agree that the first closing of the Unit Private Placement occurred on May 13, 2009.

4.5 Amendment of Certificate

Upon compliance with the other terms and conditions of this Agreement, the General Partner shall amend the Certificate in accordance with the Partnership Act to include the name of each additional Person intended to become a Limited Partner as a Limited Partner, the amount and conditions of such Person's Capital Contribution to the Partnership and such other information as is required to be stated in the Certificate, and shall make such other filings and recordings as may be required by law.

4.6 Refusal of Subscriptions

The General Partner may, for any reason in its absolute discretion, refuse to accept any subscription for a Unit. In the event of any such refusal, the General Partner shall cause the return of the subscriber's Subscription Agreement, accompanying documents and any contribution of capital to the subscriber.

4.7 No Additional Capital Contributions - Limited Partners

No Limited Partner shall be required to make any contribution to the capital of the Partnership in excess of the subscription price that such Limited Partner has agreed to pay to the Partnership for its Units.

4.8 Capital Contribution - General Partner

The General Partner, in its capacity as general partner of the Partnership, has previously contributed to the capital of the Partnership an amount equal to $50.00. The General Partner may subscribe and purchase Units on the same terms and conditions as the Limited Partners.

ARTICLE 5
ACCOUNTS, ALLOCTIONS AND DISTRIBUTIONS

5.1 Capital Accounts

The General Partner shall establish and maintain on the books of the Partnership a capital account for the General Partner and each of the Limited Partners, which account shall be credited with each contribution to the capital of the Partnership made by the Partner in accordance with the terms of this Agreement and credited or debited, as the case may be, with amounts of capital allocated or distributed to the Partner from time to time.

5.2 Current Accounts

The General Partner shall establish and maintain on the books of the Partnership a current account for the General Partner and each of the Limited Partners, which account shall be credited with all amounts, other than capital, in respect of which Partners are entitled to be credited, and debited with all amounts, other than capital, in

respect of which Partners are to be charged, all in accordance with Canadian generally accepted accounting principles.

5.3 Allocations of Income

Net Income or Net Loss of the Partnership for a Fiscal Year shall be allocated as follows:

(a) General Partner - the General Partner shall be allocated, in its capacity as General Partner, 0.1% of the Net Income or Net Loss; and

(b) Limited Partners - the balance of the Net Income or Net Loss shall be allocated to Limited Partners of record on the last day of the Fiscal Year (including, if applicable, the General Partner in its capacity as a Limited Partner) in accordance with their respective Sharing Ratios at that time, the terms of the Units held by such Limited Partner and the terms for the distribution of cash described in Section 5.4 below.

5.4 Distributions

After payment and reservation of all amounts necessary for payment for all expenses of the Partnership (including all amounts owing by the Partnership under the Initial Investment Agreement, the Amended and Restated Investment Agreement and any tax withholding obligations) and reservation of such amounts as in the opinion of the General Partner are necessary having regard to the then current and anticipated resources of the Partnership and its commitments and anticipated commitments, distributions of cash, assets or property of the Partnership (whether resulting from revenue or income earned by the Partnership or from the proceeds of sale of all or any part of the CleanViro Business or other assets of the Partnership including any amounts distributed pursuant to Section 12.4) will be made, at the sole discretion of the General Partner, to the Partners as follows:

(a) General Partner - subject to paragraph (d) below, the General Partner shall receive, in its capacity as General Partner, 0.1% of such distributions;

(b) Series 1 Limited Partners - subject to paragraph (d) below, the following distribution shall be made to Series 1 Limited Partners of record on the last day of the Fiscal Year (including, if applicable, the General Partner in its capacity as a Series 1 Limited Partner), calculated pursuant to the Amended and Restated Investment Agreement and in accordance with each Series 1 Limited Partners' respective Sharing Ratio at that time:

(i) eight (8%) percent interest on such Partner's Capital Contribution from time to time, calculated and paid semi-annually.

(c) Series 2 Limited Partners - subject to paragraph (d) below, the following distribution shall be made to Series 2 Limited Partners of record on the last day of the Fiscal Year (including, if applicable, the General Partner in its capacity as a Series 2 Limited Partner), calculated pursuant to the Amended

and Restated Investment Agreement and in accordance with each Series 2 Limited Partners' respective Sharing Ratio at that time:

(i) six (6%) percent interest on such Partner's Capital Contribution from time to time, calculated and paid semi-annually.

(d) in no event, and not withstanding any other provisions of this Agreement, shall the aggregate of amounts distributed to the General Partner or any particular Limited Partner be greater than the sum of the income (net of losses) allocated to such Partner or any prior owner of such Partner's Units and the amount of the Capital Contributions made to the Partnership by such Partner or any prior owner of such Partner's Units.

The manner and timing of such distributions will be in the sole discretion of the General Partner. Any amount withheld by the General Partner and paid over to a taxing authority shall be treated as actually distributed to the Partner in respect of whom such withholding and payment was made.

Interest that is calculated and accrued, but not paid as required, shall be added to the Partner's Capital Contribution and will continue to accrue interest on a compounded basis.

5.5 Return of Capital

No Partner shall be entitled to a return, or to demand a return, of any portion of such Partner's Capital Contribution or be entitled to any distribution or allocation except as provided in this Agreement.

5.6 No Interest Payable on Accounts

Except as provided herein, no Partner has the right to receive interest on any credit balance in accounts maintained on the books of the Partnership and no Partner is liable to pay interest to the Partnership on any deficit in any accounts maintained on the books of the Partnership.

5.7 Allocations for Income Tax Purposes

The net income, gains, losses, deductions or credits of the Partnership for purposes of the Income Tax Act, or similar legislation of a province or territory of Canada or in South Korea, which may vary from the Net Income or Net Loss for that Fiscal Year, shall be allocated in the same proportions as set forth in Section 5.3.

5.8 Authority to Withhold; Treatment of Withheld Tax

(a) Notwithstanding any other provision of this Agreement, each Partner hereby authorizes the Partnership or its duly appointed agent to withhold and to pay over, or otherwise pay, any withholding or other taxes that the Partnership or such agent may be required to withhold or pay (pursuant to the Income Tax Act, or any provincial,

territorial or foreign tax law) with respect to amounts allocable to such Partner or as a result of such Partner's participation in the Partnership, and in the event of any such payment or withholding:

(i) the Partnership shall provide notice to such Partner of any such payment required to be made as soon as practicable;

(ii) if and to the extent that the Partnership is required to withhold or pay any such withholding or other taxes, such Partner shall be deemed for all purposes of this Agreement to have received a distribution from the Partnership, effective as of the time such withholding or other tax is required to be paid, to the extent that such Partner (or any successor to such Partner's interest in the Partnership) would have received a distribution but for such withholding or other taxes; and

(iii) to the extent that the aggregate of actual distributions and distributions deemed to be made pursuant to this Section 5.8 to a Partner for any period exceeds the distributions that such Partner would have received for such period but for such withholding, the General Partner shall notify such Partner as to the amount of such excess and such Partner shall immediately remit payment to the Partnership of the amount of such excess by wire transfer.

(b) The provisions of Section 5.8(a) shall apply to a distribution in-kind, mutatis mutandis, based on the fair value of such distribution.

(c) Any withholdings referred to in this Section 5.8 shall be made at the maximum applicable rate under applicable law unless the General Partner shall have received an opinion of counsel or other evidence, reasonably satisfactory to the General Partner, to the effect that a lower rate is applicable, or that no withholding is applicable.

(d) To the extent that amounts received or receivable by the Partnership are subject to withholding or other taxes as a result of one or more Partners not being a Resident (including, for greater certainty amounts withheld by a purchaser under Section 116 of the Income Tax Act), then the full amount of any such withholdings or other taxes shall be borne exclusively by any such non-Resident Partner or, if there is more than one non - Resident Partner then the full amount of any such withholdings or other taxes shall be borne exclusively by all of such non-Resident Partners according to their respective Sharing Ratios.

5.9 Limitation on Distributions

No distributions shall be made unless, after making the distribution, sufficient property of the Partnership (including the SMG Debt Instruments) remains to satisfy all liabilities of the Partnership (including any amounts owing by the Partnership

under the Initial Investment Agreement and the Amended and Restated Investment Agreement). Notwithstanding anything contained herein, including without limitation Section 4.7, the General Partner may require the Limited Partners to, and shall itself, return (in proportion to the distribution made thereto) all or part of such distributions as have rendered the Partnership unable to satisfy all liabilities of the Partnership and may require any Limited Partner to, and shall itself, forthwith return to the Partnership any amount distributed to such Partner in excess of such Partner's entitlement.

5.10 Unclaimed Interest or Distribution

If the General Partner shall hold any part of any otherwise distributable amount which is unclaimed or which cannot be paid to a Limited Partner for any reason, the General Partner shall be under no obligation to invest or reinvest such amount but shall only be obliged to hold it in a current noninterest-bearing account pending payment to the Person or Persons entitled thereto for a period commencing on the date upon which the amount became due and payable to such Limited Partner and ending six years following the date of the dissolution of the Partnership in accordance with the provisions hereof. The General Partner shall, as and when required by law and this Agreement, and may at any time prior to such required time, pay all or part of any such distributable amount so held to the Public Trustee of the Province of British Columbia or other appropriate government official or agency, whose receipt shall be a good discharge and release of the obligations of the General Partner hereunder with respect to such distributable amount.

ARTICLE 6
POWERS, RIGHTS AND DUTIES OF THE GENERAL PARTNER

6.1 Management of Partnership

The General Partner shall, subject to the provisions of this Agreement, manage and control the affairs of the Partnership, represent the Partnership and make all decisions regarding the affairs of the Partnership. No person dealing with the Partnership shall be required to inquire into the authority of the General Partner to take any action or to make any decision in the name of the Partnership.

6.2 Duties of the General Partner

The General Partner covenants that it will exercise its powers and discharge its duties under this Agreement honestly and in good faith, and that it will exercise the care, diligence and skill of a reasonably prudent person. The General Partner will be entitled to retain advisors, experts and consultants to assist it in the exercise of its powers and the performance of its duties hereunder.

6.3 Transactions Involving Affiliates or Associates

The validity of a transaction, agreement or payment involving the Partnership and an affiliate or associate of the General Partner is not affected by reason of the relationship between the General Partner and the affiliate or associate or by reason of the approval or lack thereof of the transaction, agreement or payment by the directors of

the General Partner, any or all of whom may be officers, directors, or employees of, or otherwise interested in or related to such affiliate or associate.

6.4 Safekeeping of Assets

The General Partner is responsible for the safekeeping and use of all of the funds of the Partnership, whether or not in its immediate possession or control, and will not employ or permit another to employ the funds or assets of the Partnership except for the exclusive benefit of the Partnership.

6.5 Powers of General Partner

(a) In addition to the powers and authorities possessed by the General Partner pursuant to the Partnership Act or conferred by law or elsewhere in this Agreement, the General Partner shall, subject to the provisions of Section 6.5(b), have the power and authority to manage and control the affairs of the Partnership and to do, or cause to be done, on behalf of and in the name of the Partnership any and all acts necessary, convenient or incidental to the activities of the Partnership without further approval of the Limited Partners, including without limitation the power and authority:

(i) to acquire and hold the SMG Debt Instruments on behalf of the Partnership;

(ii) to pay the Partnership's share of all expenses related to the SMG Debt Instruments;

(iii) to apply for and obtain any and all financing required or as the General Partner determines advisable to carry out the purposes of the Partnership, and to grant such debentures, mortgages, deeds of trust, security interests and other encumbrances and charges on the SMG Debt Instruments and any other assets of the Partnership as the General Partner may determine necessary or advisable in connection with such financing;

(iv) to procure all insurance for the Partnership;

(v) to pay all debts and financial obligations of the Partnership;

(vi) to negotiate, enter into, execute and carry out agreements by or on behalf of the Partnership involving matters or transactions that are necessary or appropriate for or incidental to, carrying on the Partnership's affairs;

(vii) to manage and control all of the activities of the Partnership and to take all measures necessary or appropriate for the Partnership's property or ancillary thereto and to ensure that the Partnership complies with all necessary reporting and administrative requirements;

(viii) to manage, administer, conserve and dispose of or realize on the SMG Debt Instruments (or any portion thereof or interest therein) and any and all other assets of the Partnership, and in general to engage in any and all phases of the Partnership's affairs and to delegate, if the General Partner so chooses in its sole discretion, the management and administration of the SMG Debt Instruments and to enter into the Initial Investment Agreement and the Amended and Restated Investment Agreement with SMG Asset or a similar agreement with any other person;

(ix) to conclude agreements with third parties, including associates of, affiliates of, and any other parties related to, the General Partner:

(A) for the provision of services to the Partnership, and

(B) to delegate to any such Person any power or authority of the General Partner hereunder where, in the discretion of the General Partner, it would be advisable to do so (provided that such agreement or delegation will not relieve the General Partner of any of its obligations hereunder),

including, without limitation, entering into the Initial Investment Agreement and the Amended and Restated Investment Agreement;

(x) to decide in its sole and entire discretion of any additional time when property of the Partnership shall be distributed to the Partners and the amount of any such distribution;

(xi) notwithstanding Section 6.13(b), where the General Partner determines that it is not appropriate or advisable for the assets of the Partnership to be held or registered in the name of the Partnership, to hold the assets of the Partnership in the name of the General Partner or in the name of SMG Asset or an affiliate of the General Partner, or another nominee as nominee for the Partnership;

(xii) to employ such Persons necessary or appropriate (including associates of, affiliates of, and any other parties related to, the General Partner) to carry out the affairs of the Partnership and/or to assist it in the exercise of its powers and the performance of its duties hereunder and to pay such fees, expenses, salaries, wages and other compensation to such Persons as it shall in its sole discretion determine;

(xiii) to make any and all expenditures and payments which it, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Partnership and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, (i) all legal, accounting and other related expenses incurred in connection with the organization and financing of the

Partnership and the ongoing operation and administration of the Partnership and (ii) any fees payable to the General Partner, and to borrow on behalf of the Partnership such funds necessary or advisable to fund such expenditures and payments;

(xiv) to open and operate one or more bank accounts in order to deposit and to distribute funds of the Partnership and to appoint from time to time signing officers and to draw cheques and other payment of monies, provided Partnership funds are not commingled with the General Partner's funds;

(xv) to file tax returns or information returns of the Partnership required by the Income Tax Act, or any other taxation or similar laws or required by any governmental or like authority;

(xvi) to maintain proper books and records reflecting the activities of the Partnership;

(xvii) subject to the provisions of this Agreement, to admit any Person as a Limited Partner;

(xviii) to make any election, determination, application or designation or similar document or instrument on behalf of the Partnership that may be required or desirable under the Income Tax Act, the Excise Tax Act, any other similar legislation of a province or territory of Canada or foreign state, or any and all applications for governmental grants or other incentives;

(xix) to execute any and all deeds, documents and instruments and to do all acts as may be necessary or desirable in the opinion of the General Partner to carry out the intent and the purpose of this Agreement;

(xx) to cause the Partnership to make any necessary withholdings of taxes in respect of allocations of Net Income or distributions of cash or property to the Partners;

(xxi) to attend to all required registrations, accounting, filing and reporting obligations, collections, remittances and other activities of the Partnership in respect of the Excise Tax Act, and any other applicable federal, provincial or territorial or foreign commodity taxes, sales taxes and similar taxes; and

(xxii) to commence and defend any and all legal proceedings for and on behalf of the Partnership as the General Partner may deem necessary or advisable,

and the General Partner may contract with any person, including an affiliate or associate of the General Partner, to carry out any of the duties of the General Partner and may delegate to such person any power and authority of the General Partner hereunder, but no such contract or delegation shall relieve the General Partner of any of its duties or obligations hereunder.

(b) without limiting the generality of Section 6.5(a), the General Partner has, in connection with the business of the Partnership, except as expressly provided herein, full power and authority for and on behalf of and in the name of the Partnership to borrow and obtain loans and advances from time to time, without restriction as to the amount of such borrowings for the purpose of financing the acquisition of property, both real and personal, or the making of investments by the Partnership or for the refinancing of the same, including loans and advances upon the credit of the Partnership, and to incur and to assume and covenant to pay indebtedness, liabilities and obligations of all kinds, to guarantee obligations of, co covenant with and join in the covenants of, others, whether in respect of the indebtedness, liabilities or obligations of the Partnership or of others, and to raise or secure the repayment thereof, in such manner, upon such terms and conditions, and in all respects as the General Partner thinks fit, and in particular the General Partner may, without limiting the generality of the foregoing:

(i) undertake an offering of Promissory Notes pursuant to a Note Private Placement;

(ii) negotiate and conclude the terms of one or more Note Private Placements;

(iii) draw, make, accept, endorse, execute, negotiate, issue and deliver bills of exchange, promissory notes, including the Promissory Notes, cheques, drafts, orders for payment or delivery of money, receipts, directions, evidences of indebtedness, other negotiable and non negotiable instruments and bonds, debentures, debenture stock and other debt obligations either outright or as security for any indebtedness, liabilities or obligations of the Partnership or of any other person,

(iv) mortgage, pledge, charge, whether by way of specific or floating charge, or give other security on the undertaking and on the whole or any part of the property and assets of the Partnership (both present and future), and

(v) execute and deliver all agreements, instruments and documents relative to the foregoing, including Subscription Agreements for Note Private Placements and including the issuance of Promissory Note Certificates evidencing the Promissory Notes,

(c) Subject to the provisions of the Partnership Act, unless authorized by an Extraordinary Resolution, the General Partner, on behalf of the Partnership, will not be entitled to:

(i) extend the Partnership's activities beyond actively managing and performing Concept Planning, purchasing the SMG Debt Instruments and developing or participating in the development of the CleanViro Business; or

(ii) in the event that it is determined that the Partnership will participate with SMG Asset in acquiring an interest in or otherwise investing in the CleanViro Business, reinvest all or any part of the income of the Partnership received from the CleanViro Business or its interest therein or from the sale of portions of the CleanViro Business or its interest therein (and that would have otherwise been available for distribution to the Limited Partners hereunder) in such business.

6.6 Records of the Partnership

The General Partner shall maintain complete and adequate books (including without limitation those referred to in Sections 5.1 and 5.2) and records of the affairs of the Partnership. Subject to applicable laws, such books and records shall (until the expiry of one year following the termination of the Partnership) be kept available for inspection and audit by any Limited Partner or his duly authorized representatives (at the expense of such Limited Partner) on not less than 48 hours (excluding Saturdays, Sundays, and statutory holidays) notice to the General Partner, during normal business hours at the principal office of the Partnership. Notwithstanding the foregoing, but subject to applicable law, Limited Partners shall not have access to or be provided with information with respect to the affairs of the Partnership if such disclosure is prohibited by law or agreement or if, in the reasonable opinion of the General Partner, it is in the interests of the Partnership that such information be kept confidential.

6.7 Fiscal Year

The first fiscal period of the Partnership ended on December 31, 2008 and, thereafter, unless otherwise determined by the General Partner, the Fiscal Year of the Partnership shall be the period from and including January 1 to and including December 31 of the particular calendar year. Each such period shall be referred to as a "Fiscal Year".

6.8 Accountants

The General Partner shall appoint an independent and qualified firm of chartered accountants to act as the Accountants of the Partnership and to review and report to the Partners with respect to the financial statements of the Partnership as at the end of, and for, each Fiscal Year commencing for the first Fiscal Year ending after the first closing of the Unit Private Placement provided that the General Partner may, at any time and from time to time, change the Accountants of the Partnership.

6.9 Reporting

The General Partner shall forward, or cause to be forwarded, to each Limited Partner:

(a) within 180 days of the end of each Fiscal Year (or such shorter period as is prescribed by applicable securities legislation) commencing for the first Fiscal Year ending after the first closing of the Unit Private Placement, notice to reader financial statements of the Partnership;

(b) within 90 days of the end of each Fiscal Year commencing for the first Fiscal Year ending after the first closing of the Unit Private Placement, all income tax reporting information necessary to enable the Limited Partner to file a Canadian return with respect to the Limited Partner's participation in the Partnership in such Fiscal Year; and

(c) within the time periods prescribed, any other information or documents required to be provided to the Limited Partners under applicable securities or other legislation.

6.10 Registrar and Transfer Agent

The General Partner shall either act as registrar and transfer agent for the Units or appoint a duly qualified and properly licensed trust or other company for such purpose at the cost of the Partnership and in such capacity the Registrar and Transfer Agent shall maintain and keep a register (the "**Register**") comprised of:

(a) a list of the name and last known residence address of each Partner, including a designation of whether the Partner is a General Partner or a Limited Partner, and the number of Units held by such Partner;

(b) particulars of the registration of Units;

(c) particulars of the assignment of Units;

(d) a copy of the Certificate and any amendments thereto;

(e) a copy of this Agreement and any amendments hereto; and

(f) such other records as are required by applicable law.

Upon request, a Limited Partner or his duly authorized representative shall be entitled to inspect, and at its expense receive a copy of, the Register.

6.11 Conflict of Interest

The Limited Partners acknowledge that the General Partner's associates, affiliates and their respective directors and officers, and the directors and officers of the General Partner, may and are permitted to be engaged in and continue in other businesses in which the Partnership will not have an interest and which may be competitive with the activities of the Partnership. Without limitation, the General Partner's associates, affiliates and their respective directors and officers, and the directors and officers of the General Partner may, and are permitted to, act as a partner, shareholder, director, officer, employee,

consultant, joint venturer, advisor or in any other capacity or role whatsoever of, with or to, other entities, including limited partnerships, which may be engaged in all or some of the aspects of the affairs of the Partnership and may be in competition with the Partnership.

Some or all of the directors and/or officers of the General Partner (i) are directors and/or officers of SMG Advisors, an affiliate of the General Partner (ii) are directors and/or officers of SMG Asset, an affiliate of the General Partner, which proposes to sell the SMG Debt Instruments to the Partnership and to enter into the Initial Investment Agreement and the Amended and Restated Investment Agreement with the General Partner under which, among other things, SMG Asset will be the manager of the CleanViro Business; (iii) are directors and/or officers of Partners in Geoenvirotec, an affiliate of the General Partner, which will own and operate the CleanViro Business; (iv) are directors and/or officers of other affiliates of the General Partner, SMG Advisors and SMG Asset; and (v) may be directors, officers and/or trustees of other entities (including entities affiliated with SMG Advisors) that may acquire Units under the Unit Private Placement, which number of Units so acquired may be significant.

SMG Asset will continue to hold an interest in the CleanViro Business after the Partnership acquires the SMG Debt Instruments. SMG Advisors and some of its affiliates will or may be sales agents for the Partnership for the sales of Units and they (and their respective employees) will receive fees and commissions with respect thereto. The General Partner may propose from time to time that the Partnership enter into contractual arrangements with SMG Advisors and/or their affiliates for the provision of certain services and/or for other purposes.

6.12 Consent to Conflict

The Limited Partners agree that the activities and facts as set forth in Section 6.11 shall not constitute a conflict of interest or breach of fiduciary duty to the Partnership or the Limited Partners, the Limited Partners hereby consent to such activities and the Limited Partners waive, relinquish and renounce any right to participate in, and any other claim whatsoever with respect to, any such activities. The Limited Partners further agree that neither the General Partner nor any other party referred to in Section 6.11 will be required to account to the Partnership or any Limited Partner for any benefit or profit derived from any such activities or from such similar or competing activity or any transactions relating thereto by reason of any conflict of interest or the fiduciary relationship created by virtue of the position of the General Partner hereunder.

6.13 Conduct of Partnership Affairs

The General Partner agrees to conduct the affairs of the Partnership in the following manner:

(a) funds of the Partnership will not be commingled with any other funds of the General Partner or any other Person;

(b) subject to Section 6.5(a)(xi), title to the assets of the Partnership shall be held in the name of the Partnership or in the name of the General Partner for

the sole benefit of the Partnership, or in the name of any other Person or entity as may be required by law for the sole benefit of the Partnership;

(c) the Partnership shall not make loans to, nor guarantee the obligations of, the General Partner or any associate or affiliate of the General Partner or any of their respective directors or officers;

(d) the General Partner will obtain and maintain or cause to be obtained and maintained insurance in such amounts and with such coverage as in the judgment of the General Partner may be advisable with respect to the activities of the Partnership; and

(e) where services are supplied to the Partnership by the General Partner or any associate or affiliate of the General Partner or any of their respective directors or officers, the cost of such services to the Partnership shall not exceed the fair market value thereof.

ARTICLE 7
REIMBURSEMENT AND REMUNERATION OF GENERAL PARTNER

7.1 Expenses

The General Partner may from time to time incur reasonable costs and expenses on behalf and for the account of the Partnership, and any such costs and expenses incurred by the General Partner on behalf or for the account of the Partnership shall be reimbursed by the Partnership to the extent required or, in the event that funds on hand are insufficient for such reimbursement, may be incurred by the General Partner and shall be considered an advance to the Partnership from the General Partner. The General Partner shall not be obligated to advance any amount to the Partnership.

7.2 Borrowing Costs

The General Partner is entitled to reimbursement by the Partnership of any advance by the General Partner to the Partnership together with interest thereon at the rate of interest and expense relative thereto at which such amounts could be borrowed by the General Partner from its bankers.

ARTICLE 8
LIABILITY OF PARTNERS

8.1 Liability of General Partner

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Partnership to the full extent of the General Partner's assets.

8.2 Liability of Limited Partners

Subject to the provisions of the Partnership Act and any specific assumption of liability, the liability of each Limited Partner for the debts, liabilities, losses and obligations of the Partnership is limited to the aggregate of the amount of the Limited Partner's Initial Capital Contribution, any additional amount the Limited Partner has agreed to contribute to the capital of the Partnership, such Limited Partner's share of the undistributed assets of the Partnership, and the amount required to be returned by the Limited Partner to the Partnership pursuant to Section 5.9. A Limited Partner shall have no further liability for such debts, liabilities, losses or obligations and shall not be liable for any further calls, assessments or contributions to the Partnership.

8.3 Limitation on Authority of Limited Partners

A Limited Partner may from time to time inquire as to the state and progress of the activities of the Partnership and may provide comment as to its management; however, no Limited Partner will, in its capacity as Limited Partner:

(a) take part in the control of the business of the Partnership;

(b) transact any affairs on behalf of the Partnership or execute any document which binds or purports to bind the Partnership, the General Partner or any other Limited Partner as such;

(c) hold such Limited Partner out as having the power or authority to bind the Partnership, the General Partner or any Limited Partner as such;

(d) have any authority to undertake any obligation or responsibility on behalf of the Partnership (except that the General Partner may act on behalf of the Partnership notwithstanding that it may also be a Limited Partner); or

(e) have any right to bring any action for partition or sale in connection with the SMG Debt Instruments or any other assets of the Partnership, or register or permit any lien or charge in respect of the Units of such Limited Partner to be filed or registered or remain undischarged against the SMG Debt Instruments or any other assets of the Partnership in respect of such Limited Partner's interest in the Partnership.

The Limited Partners will comply with the provisions of all applicable legislation, including the Partnership Act, in force or in effect from time to time and will not take any action which will jeopardize or eliminate the status of the Partnership as a limited partnership.

8.4 Liability of Limited Partners Upon Dissolution

It is acknowledged and agreed by the Limited Partners that upon dissolution of the Partnership, the Limited Partners may receive undivided interests in the

Partnership assets and will thereafter no longer have limited liability with respect to the ownership of such assets.

8.5 Maintenance of Limited Liability

The Partnership and the General Partner shall, to the greatest extent practical, endeavour to maintain the limited liability of the Limited Partners under applicable laws of the jurisdictions in which the Partnership carries on or is deemed to carry on its affairs.

8.6 General Partner Liability to Limited Partners

(a) The General Partner shall not be liable to any Limited Partner in tort, contract or otherwise, in connection with any matter pertaining to the Partnership or the CleanViro Business, the exercise by the General Partner of, or any failure by the General Partner to exercise, any power, authority or discretion conferred under this Agreement, the Initial Investment Agreement, the Amended and Restated Investment Agreement or any agreement referred to in such agreements, including, without limitation:

(i) any mistake or error in judgment;

(ii) any act or omission believed in good faith to be within the scope of authority of the General Partner conferred by this Agreement;

(iii) any act or omission believed in good faith to be within the scope of authority of the General Partner or SMG Advisors or SMG Asset conferred by the Initial Investment Agreement, the Amended and Restated Investment Agreement or any other agreement referred to in that agreement;

(iv) any action taken or suffered or omitted to be taken in good faith in reliance on any document that is prima facie properly executed, or taken or not taken pursuant to any Ordinary Resolution or Extraordinary Resolution;

(v) any action taken or suffered or omitted to be taken that resulted in the depreciation of or loss in the value of the SMG Debt Instruments or any other investment in the CleanViro Business;

(vi) any inaccuracy in any evaluation or assessment provided by the General Partner or SMG Advisors or SMG Asset or any appropriately qualified Person, and any reliance on any such evaluation or assessment;

(vii) any reliance in good faith on any communication from any appropriately qualified Person as to any matter, fact or opinion; and

(viii) any action or failure to act of any Person to whom the General Partner has, as permitted hereby, delegated any of its duties hereunder;

provided that the foregoing provisions of this Section 8.6(a) shall not relieve the General Partner from liability for its own gross negligence, wilful misconduct or fraudulent act.

(b) Notwithstanding Section 6.5(a), if the General Partner or any associate or affiliate of the General Partner has retained a valuator, auditor, engineer or other expert or advisor or legal counsel with respect to any matter connected with the exercise of its powers, authorities or discretions or the carrying out of its duties under this Agreement, the General Partner may act or refuse to act based on the reliance by the General Partner, in good faith, on advice of such expert, advisor or legal counsel and the General Partner shall not be liable for, and shall be fully protected from, any loss or liability occasioned by any action or refusal to act based on the reliance by the General Partner, in good faith, on advice of any such expert, advisor or legal counsel.

8.7 General Partner Indemnity

The General Partner shall indemnify and hold harmless the Partnership from and against all costs incurred and damages suffered by the Partnership as a result of gross negligence, willful misconduct or fraudulent act by the General Partner or as a result of any act or omission by the General Partner not believed in good faith by the General Partner to be within the scope of authority of the General Partner conferred by this Agreement.

ARTICLE 9
UNIT CERTIFICATES

9.1 Unit Certificate

Subject to Section 9.3, the General Partner shall issue to each Limited Partner a Unit Certificate in the form set out in Schedule B attached hereto, or in such form as may be approved from time to time by the General Partner, specifying the number of Units held by such Limited Partner and the designation of such Unit as a Series 1 Unit or a Series 2 Unit. Each Unit Certificate shall be signed by at least one officer or director of the General Partner and countersigned by or on behalf of the Registrar and Transfer Agent. Any such signatures may be printed or otherwise mechanically reproduced and, in such event, a Unit Certificate is as valid as if signed manually notwithstanding that any person whose signature is so printed or mechanically reproduced shall have ceased to hold the office that such officer or director is stated on the Unit Certificate to hold. A Unit Certificate may be delivered to a Limited Partner entitled thereto by being mailed by prepaid post addressed to the address of such Limited Partner shown in the Register (or in the case of a Unit Certificate issued in the name of two or more Persons, to the Person whose name first appears on the Unit Certificate), and none of the Partnership, the General Partner or the

Registrar and Transfer Agent shall be liable for any loss occasioned to any Limited Partner by reason that the Unit Certificate so posted is lost or stolen from the mail or is not delivered.

9.2 Lost Unit Certificate

Where a Partner claims that a Unit Certificate representing a Unit recorded in the name of such Partner has been defaced or apparently lost, destroyed or wrongly taken, the Registrar and Transfer Agent shall cause a new Unit Certificate to be issued in substitution for such Unit Certificate provided that such Limited Partner, if requested by the General Partner:

(a) files with the General Partner or Registrar and Transfer Agent a form of proof of loss and an indemnity bond in a form and in an amount satisfactory to the General Partner to indemnify and hold harmless each of the Partnership, the General Partner and the Registrar and Transfer Agent from any costs, damages, liabilities or expenses suffered or incurred as a result of or arising out of issuing such new Unit Certificate; and

(b) satisfies such other requirements as are reasonably imposed by the General Partner or the Registrar and Transfer Agent, including, but not limited to, delivery of a form of proof of loss,

or satisfies such other requirements as are reasonably imposed, in the alternative, by the General Partner or the Registrar and Transfer Agent.

9.3 Registered Holders of Units

Where a Unit is subscribed for by, or assigned to, two or more Persons, or a Unit Certificate is issued in the name of two or more Persons:

(a) the name of each Person shall be shown on the Unit Certificate in respect of the Unit;

(b) the Unit shall be presumed by the Partnership to be held jointly;

(c) the Unit Certificate shall be delivered to the Person whose name appears first on the Register in respect of the Unit;

(d) amounts distributed by the Partnership in respect of the Unit may be sent to the Person whose name appears first on the Register in respect of the Unit or to such one of them as the joint holders direct in writing, and any one of such Persons may give effectual receipts for any monies or assets distributed in respect of the Unit and the other of such Persons shall have no further recourse against the Partnership; and

(e) any one of such Persons may vote in respect of the Unit as if that Person were solely entitled thereto, but if more than one of such Persons is present

or is represented at a meeting, the Person whose name appears first on the Register in respect of the Unit shall alone be entitled to vote in respect thereof.

ARTICLE 10
ASSIGNMENTS AND TRANSFERS OF UNITS

10.1 Transfer of Interest of General Partner

Except as otherwise provided herein, the General Partner may not sell, assign, transfer or otherwise dispose of its interest in the Partnership as general partner, without the prior approval of the Limited Partners given by Extraordinary Resolution except if such sale, assignment, transfer or disposition is to an affiliate of the General Partner or is pursuant to or in connection with an amalgamation or merger of the General Partner and the surviving or continuing body corporate is the General Partner. Any such sale, assignment, transfer or other disposition requiring approval as provided herein that is made without such approval will not relieve the General Partner of the obligations of the General Partner set forth in this Agreement.

10.2 Transfer or Assignment of Unit

Except as otherwise provided in this Agreement, a Unit may be transferred or assigned by a Limited Partner or such Limited Partner's agent duly authorized in writing without restriction and no such transfer or assignment will require approval or consent from the General Partner or any other Limited Partner. However, the transferor and transferee of a Unit must comply with the applicable securities legislation in connection therewith and the transferor, or his duly authorized agent, shall:

(a) surrender, or cause to be surrendered, to the Registrar and Transfer Agent the Unit Certificate representing the Units being transferred or assigned;

(b) deliver, or cause to be delivered, to the General Partner and the Registrar and Transfer Agent, a duly completed transfer substantially in the form attached hereto as part of Schedule A, with the signature of the transferor guaranteed by a Canadian chartered bank, trust company or a member of the Investment Dealers Association of Canada, completed and executed by such Limited Partner or his duly authorized agent, as well as such other documents required in such transfer form or required by the General Partner or the Registrar and Transfer Agent pursuant to the provisions of such transfer form;

(c) cause the transferee or assignee to deliver to the Registrar and Transfer Agent a duly completed declaration substantially in the form attached hereto as part of Schedule A and to agree to be bound by the terms of this Agreement and to assume the obligations of a Limited Partner under this Agreement, in form and substance satisfactory to the General Partner; and

(d) cause the transferee or assignee to pay the reasonable fees and expenses of the Registrar and Transfer Agent in connection with the transfer or assignment unless the General Partner agrees to pay such fees and expenses,

and satisfy such other requirements as are reasonably imposed, in the alternative, and given by the General Partner. If the transferee or assignee is entitled to become a Limited Partner pursuant to the provisions hereof, the General Partner is hereby authorized by the Limited Partners to admit the transferee or assignee to the Partnership as a Limited Partner and the Partners hereby consent to the admission of, and will admit, the transferee or assignee to the Partnership as a Limited Partner without further act of the Partners.

A transferee of Units will automatically become bound by and subject to this Agreement, without execution of further instruments, and, without limiting the generality of the foregoing, such transferee shall be deemed to make all of the representations and warranties, covenants, agreements and acknowledgments of a Limited Partner pursuant to this Agreement and to grant the power of attorney as set out in Article 18.

If the transferor or assignor of a Unit is a firm or a corporation, or purports to assign such Unit in any representative capacity, or if a transfer or assignment results from the death, mental incapacity or bankruptcy of a Limited Partner or is otherwise involuntary, the assignor or his legal representative shall furnish to the General Partner and the Registrar and Transfer Agent such documents, certificates, assurances, court orders and other materials as the General Partner and the Registrar and Transfer Agent may reasonably require to cause such transfer or assignment to be effected.

The Registrar and Transfer Agent will:

(a) record in the Register any assignment or transfer made in accordance with this Agreement;

(b) make such filings and cause to be made such recordings as are required by law in connection with such assignment or transfer; and

(c) forward notice of such assignment or transfer to the transferee.

10.3 Rejection of Transfer

Notwithstanding any other provisions contained herein, the General Partner has the right, in its sole and absolute discretion, to reject any transfer, in whole or in part, for any reason, including without limitation:

(a) the fact, or the General Partner's belief, that any of the representations and warranties to be provided by the transferee in the transfer form are untrue;

(b) in the opinion of counsel to the Partnership, such transfer would result in the violation of any applicable securities laws or any of the provisions of this Agreement; or

(c) the transfer would cause or be likely to cause the Partnership to be classified as a "SIFT partnership" under the Income Tax Act.

The General Partner has the right to deny any transfer where there has been default in payment of any amount to the Partnership by the transferor or transferee, including the subscription price of any Unit held by the transferor or transferee, until all amounts required to be paid (including interest, if any) have been paid in full.

10.4 Ongoing Obligation of Limited Partner

No transfer or assignment of a Unit made pursuant to the foregoing provisions of this Article shall relieve the Limited Partner of any obligation which has accrued or was incurred prior to the effective date of such transfer or assignment.

10.5 Transferees or Assignees Who Are Not Substituted Limited Partners

A transferee or assignee of a Unit or a Person who has become entitled to a Unit by operation of law who has not complied with Section 10.2 has no rights as a Limited Partner except as provided in the Partnership Act.

10.6 Pledge of a Unit

Subject to the other applicable terms of this Agreement, a Limited Partner may, but only after the purchase price for that Unit has been paid in full, mortgage, pledge, charge or grant a security interest in a Unit as security for a loan to or an obligation of such Limited Partner. Notwithstanding anything in this Agreement, neither the General Partner nor the Registrar and Transfer Agent is obliged to recognize or acknowledge any such mortgage, pledge, charge or security interest, and unless and until a Unit is transferred in accordance with this Agreement, only the registered holder of the Unit shall be recognized by the General Partner and the Registrar and Transfer Agent, and all distributions shall be made to such registered holder.

10.7 Parties Not Bound to See to Trust or Equity

Neither the Registrar and Transfer Agent nor the General Partner shall be bound to see to the execution of any trust (whether express, implied or constructive), charge, pledge, or equity to which any Unit or any interest therein is subject, nor to ascertain or inquire whether any sale or assignment of any Unit or any interest therein by any Limited Partner is authorized by such trust, charge, pledge or equity, nor to recognize any Person as having any interest in any Unit, except for the Person recorded on the Register as the holder of such Unit. The receipt by any Person in whose name a Unit is recorded on the Register shall be a sufficient discharge for all monies, securities and other property payable, issuable or deliverable in respect of such Unit and from all liability therefor. The Partnership, the General Partner and the Registrar and Transfer Agent shall be entitled to treat the Person in whose name any Unit Certificate is registered as the absolute owner thereof.

10.8 Compulsory Acquisition of Units

(a) In this Section 10.8:

(i) "**Dissenting Limited Partner**" means a Limited Partner who does not accept an Offer referred to in Section 10.8(b) and includes any transferee or assignee of the Unit of a Limited Partner to whom such an Offer is made, whether or not such transferee or assignee is recognized under this Agreement;

(ii) "**Offer**" means an offer to acquire outstanding Units where, as of the date of the offer to acquire, the Units that are subject to the offer to acquire, together with the Offeror's Units, constitute in the aggregate 20% or more of all outstanding Units;

(iii) "**offer to acquire**" includes an acceptance of an offer to sell;

(iv) "**Offeror**" means a Person, or two or more Persons acting jointly or in concert, who make an Offer to acquire Units;

(v) "**Offeror's Notice**" means the notice described in Section 10.8(c); and

(vi) "**Offeror's Units**" means Units beneficially owned, or over which control or direction is exercised, on the date of an Offer by the Offeror, any affiliate or associate of the Offeror or any Person or company acting jointly or in concert with the Offeror.

(b) If an Offer for all of the outstanding Units (other than Units held by or on behalf of the Offeror or an affiliate or associate of the Offeror and which, for the avoidance of doubt, means, for the purposes of this Section 10.8, all of the Series 1 Units and all of the Series 2 Units) is made and:

(i) within the time provided in the Offer for its acceptance or within 120 days after the date the Offer is made, whichever period is the shorter, the offer is accepted by Limited Partners holding at least 66% of the outstanding Units, other than the Offeror's Units;

(ii) the Offeror is bound to take up and pay for, or has taken up and paid for the Units of the Limited Partners who accepted the Offer; and

(iii) the Offeror complies with Sections 10.8(c) and 10.8(e)

the Offeror is entitled to acquire, and the Dissenting Limited Partners are required to sell to the Offeror, the Units held by the Dissenting Limited Partners for the same consideration per Unit payable or paid, as the case may be, under the Offer.

(c) Where an Offeror is entitled to acquire Units held by Dissenting Limited Partners pursuant to Section 10.8(b), and the Offeror wishes to exercise such right, the Offeror shall send by registered mail within 30 days after the date of termination of the Offer a notice (the "Offeror's Notice") to each Dissenting Limited Partner stating that:

(i) Limited Partners holding at least 66% of the outstanding Units, other than Offeror's Units, have accepted the Offer;

(ii) the Offeror is bound to take up and pay for, or has taken up and paid for, the Units of the Limited Partners who accepted the Offer;

(iii) Dissenting Limited Partners must transfer their respective Units to the Offeror on the terms on which the Offeror acquired the Units of the Limited Partners who accepted the Offer within 21 days after the date of the sending of the Offeror's Notice; and

(iv) Dissenting Limited Partners must send their respective Unit Certificates to the Registrar and Transfer Agent within 21 days after the date of the sending of the Offeror's Notice.

(d) A Dissenting Limited Partner to whom an Offeror's Notice is sent pursuant to Section 10.8(c) shall, within 21 days after the sending of the Offeror's Notice, send his Unit Certificate to the Registrar and Transfer Agent, duly endorsed for transfer.

(e) Within 21 days after the Offeror sends an Offeror's Notice pursuant to Section 10.8(c), the Offeror shall pay or transfer to the Registrar and Transfer Agent, or to such other person as the Registrar and Transfer Agent may direct, the cash or other consideration that is payable to Dissenting Limited Partners pursuant to Section 10.8(b).

(f) The Registrar and Transfer Agent, or the person directed by the Registrar and Transfer Agent, shall hold in trust for the Dissenting Limited Partners the cash or other consideration it receives under Section 10.8(e). The Registrar and Transfer Agent, or such person, shall deposit cash in a separate account (which need not be an interest- bearing account) in a Canadian chartered bank, and shall place other consideration in the custody of a Canadian chartered bank or similar institution for safekeeping.

(g) Within 30 days after the date of the sending of an Offeror's Notice pursuant to Section 10.8(c), the Registrar and Transfer Agent, if the Offeror has complied with Section 10.8(e), shall:

(i) do all acts and things and execute and cause to be executed all instruments as in the Registrar and Transfer Agent's opinion may be necessary or desirable to cause the transfer of the Units of the Dissenting Limited Partners to the Offeror;

(ii) send to each Dissenting Limited Partner who has complied with Section 10.8(d) the consideration to which such Dissenting Limited Partner is entitled under this Section 10.8; and

(iii) send to each Dissenting Limited Partner who has not complied with Section 10.8(d) a notice stating that:

(A) his Units have been transferred to the Offeror;

(B) the Registrar and Transfer Agent or some other person designated in such notice is holding in trust the consideration for such Units; and

(C) the Registrar and Transfer Agent, or such other person, will send the consideration to such Dissenting Limited Partner as soon as practicable after receiving such Dissenting Limited Partner's Unit Certificate and/or such other documents as the Registrar and Transfer Agent, or such other person may require, in lieu thereof;

and the Registrar and Transfer Agent is hereby appointed the agent and attorney of the Dissenting Limited Partners for the purposes of giving effect to the foregoing provisions.

(h) An Offeror cannot make an Offer for Units unless, concurrent with the communication of the Offer to any Limited Partner, a copy of the Offer is provided to the General Partner and the Registrar and Transfer Agent.

ARTICLE 11
TERM

11.1 Term

The Partnership will be formed upon the filing and recording of the Certificate under the Partnership Act and will continue until terminated upon the earlier of December 31, 2050 or the occurrence of any event described in Section 12.2 and, in any case, after the completion of the liquidation of the Partnership and the distribution of all funds remaining after payment of all of the debts, liabilities and obligations of the Partnership to its creditors, in accordance with the provisions of this Agreement and upon compliance with the requirements of the Partnership Act and any other applicable legislation.

ARTICLE 12
DISSOLUTION AND TERMINATION

12.1 No Dissolution

Notwithstanding any rule of law to the contrary, the Partnership shall not be terminated and dissolved except in the manner provided in this Agreement. Without limiting the generality of the foregoing, other than as set out in Section 12.2, the Partnership shall not be terminated or dissolved by the admission of any new Partner or by the withdrawal, removal, retirement, death, mental incompetence, disability, incapacity, liquidation, dissolution, winding up or other legal incapacity of a Partner, or by the insolvency or bankruptcy of a Partner or by the assignment of a Partner's property in trust for the benefit of the Partner's creditors.

12.2 Events of Dissolution

The Partnership shall dissolve upon the earlier of the expiration of its term as described in Section 11.1 or the occurrence of any one of the following events:

(a) the authorization of the dissolution of the Partnership by Extraordinary Resolution;

(b) subject to Section 12.1, the happening of an event that makes it unlawful for the affairs of the Partnership to be carried on or for the Partners to carry on the affairs of the Partnership in partnership; or

(c) the Partnership has sold or otherwise disposed of its entire SMG Debt Instruments in the Interest and the CleanViro Business;

and, in any case, after the completion of the liquidation of the Partnership and distribution to the Limited Partners of all funds or assets remaining after payment of all debts, liabilities and obligations of the Partnership to its creditors.

12.3 Liquidating Trustee

Upon dissolution of the Partnership, the liquidating trustee (which will be the General Partner unless the General Partner is unable or unwilling to act, in which event the liquidating trustee shall be selected by Ordinary Resolution) shall proceed diligently to wind up the affairs of the Partnership and distribute the assets of the Partnership in accordance with Section 12.4. Subject to Section 12.4, the liquidating trustee may manage and control the affairs of the Partnership with all of the power and authority of General Partner. The liquidating trustee shall be paid its reasonable fees and disbursements in carrying out its duties as such. Allocations and distributions shall continue to be made during the period of liquidation in the same manner as before dissolution. The liquidating trustee shall have full right and unlimited discretion to determine the time, manner and terms of any sale or sales of Partnership assets pursuant to such liquidation, having due regard to the activity and condition of the relevant market and general financial and economic conditions.

12.4 Distribution of Assets

The liquidating trustee shall settle the Partnership accounts as expeditiously as possible and, in the following order, shall:

(a) sell and liquidate some or all of the assets of the Partnership and pay or compromise the liabilities of the Partnership, including those arising pursuant to the Initial Investment Agreement and the Amended and Restated Investment Agreement;

(b) place in escrow a cash reserve fund for contingent liabilities, in an amount determined by the liquidating trustee to be appropriate for such reserve fund, to be held for such period as the liquidating trustee regards as reasonable and then to be distributed pursuant to Sections 12.4(c) and 12.4(d);

(c) pay the General Partner the amount of any costs, expenses, fees or other amounts which the General Partner is entitled to receive from the Partnership;

(d) pay to the Series 1 Limited Partners:

(i) all accrued and unpaid distributions required to be made pursuant to Section 5.4 hereof, to the date of dissolution; and

(ii) the aggregate sum of $4,200,000;

pro rata in accordance with their Sharing Ratio at that time; and

(e) distribute the remaining assets including proceeds of sale, subject to any applicable withholding taxes or other applicable taxes, to the General Partner and the Series 2 Limited Partners in accordance with Article 5.

12.5 Reports

Within a reasonable time following the completion of the liquidation of the Partnership's assets, the liquidating trustee shall forward or cause to be forwarded to each of the Partners an audited statement, with respect to the assets and liabilities of the Partnership as of the date of the completion of the liquidation, and each Partner's share of the distributions pursuant to Section 12.4.

12.6 No Other Right

No Partner shall have any right to demand or receive property, other than cash, upon dissolution of the Partnership.

12.7 Final Filing

Upon completion of the liquidation of the Partnership and the distribution of all Partnership assets, the Partnership shall dissolve and terminate and the liquidating trustee

shall execute and record a declaration of dissolution as well as any other documents required to effect the dissolution and termination of the Partnership.

ARTICLE 13
REPRESENTATIONS

13.1 Status of General Partner

The General Partner represents and warrants and covenants to each Limited Partner that:

(a) it is and will continue to be a corporation duly incorporated under the Canada Business Corporations Act;

(b) it is or will become registered, and will maintain such registration, to do business, and has or will acquire all requisite licenses and permits to carry on the affairs of the Partnership, in all jurisdictions in which the Partnership activities render such registration, license or permit necessary;

(c) it has the capacity and corporate authority to act as General Partner, and the performance of its obligations hereunder as General Partner do not and will not conflict with or breach its charter documents, by-laws, or any agreement by which it is bound; and

(d) it is a Resident.

13.2 Status of Each Limited Partner

(a) Each Limited Partner represents and warrants and covenants to each other Limited Partner and to the General Partner that:

(i) such Limited Partner, if a corporation, is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder, and has taken all necessary corporate action in respect thereof and that it has purchased its Units as principal for its own account, or, if a partnership, syndicate or other form of unincorporated organization, has the necessary legal capacity and authority to execute and deliver this Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof, and that it has purchased its Units as principal for its own account;

(ii) such Limited Partner, if an individual, is of the full age of majority and has the legal capacity and competence to execute this Agreement and take all action pursuant hereto, and that it has purchased its Units as principal for its own account;

(iii) such Limited Partner is a Resident, and that such Limited Partner will maintain such status at all times that such Limited Partner owns Units;

(iv) no interest in such Limited Partner is or will be a "tax shelter investment" for the purposes of the Income Tax Act;

(v) such Limited Partner has not financed the acquisition of its Units with borrowings for which recourse is limited, or is deemed to be limited, for the purposes of the Income Tax Act;

(vi) such Limited Partner will promptly provide such evidence of the status of such Limited Partner as the General Partner may request from time to time; and

(vii) except with the prior written consent of the General Partner, such Limited Partner will not knowingly cause or permit its interest in the Partnership to be "listed or traded on a stock exchange or other public market" within the meaning of that phrase in section 197 of the Income Tax Act.

(b) Each Limited Partner covenants that:

(i) such Limited Partner will ensure that such Limited Partner's status as described in Section 13.2(a) will not be modified, that such Limited Partner will provide written confirmation of such status to the General Partner upon request and that such Limited Partner will not transfer such Limited Partner's Units in whole or in part to a Person in respect of which the representations and warranties set forth in Section 13.2(a) would be untrue; and

(ii) such Limited Partner will immediately notify the General Partner in writing if such Limited Partner fails to comply with the covenants in this Section 13.2(b).

Prior to any Limited Partner becoming an Unqualified Limited Partner, such Limited Partner will transfer its Units to a Qualified Person. In the event that such Limited Partner fails to transfer its Units to a Qualified Person within 30 days of the giving by the General Partner of a notice to such Unqualified Limited Partner to so transfer its Units, the General Partner will be entitled, subject to compliance with applicable securities laws, to sell such Units on behalf of such Unqualified Limited Partner on such terms and conditions as it deems reasonable and may itself become the purchaser of such Units. On any such sale by the General Partner the price will be the fair market value for such Units as determined by an independent appraiser appointed by the General Partner, whose appraisal will be final and binding on the Partnership, the General Partner and the Unqualified Limited Partner. The cost of such appraisal will be borne by the Unqualified Limited Partner whose Units are sold by the General Partner and may be deducted from the proceeds of such sale together with any other expenses incurred in connection therewith.

In the event of any such sale, the Unqualified Limited Partner whose Units are sold shall thereafter have the right only to receive the net proceeds of such sale (including after deduction of the amounts referred to above), less any amounts required to be withheld under the provisions of the Income Tax Act, or any other similar or other taxation legislation of Canada or a province or territory of Canada or foreign state, and such Unqualified Limited Partner shall thereafter not be entitled to any of the rights of a Limited Partner hereunder in respect of the Units so sold.

The General Partner shall have the sole right and authority to make any determination required or contemplated under this Section 13.2. The General Partner shall make on a timely basis all determinations necessary for the administration of the provisions of this Section 13.2 and, without limiting the generality of the foregoing, if the General Partner considers that there are reasonable grounds for believing that a Limited Partner has become an Unqualified Limited Partner, the General Partner shall make a determination with respect to the matter. Any such determination shall be conclusive, final and binding except to the extent modified by any subsequent determination by the General Partner.

Notwithstanding anything contained herein, in the event that the General Partner determines that a Limited Partner has become an Unqualified Limited Partner, then such Unqualified Limited Partner shall be deemed to have ceased to be a Limited Partner in respect of all of the Units held by it effective immediately prior to the date of contravention and shall not be entitled to any voting rights with respect to Units after such date and shall not be entitled to any distributions of the Partnership which accrue after such date and such Units shall be deemed not to be outstanding until acquired by a Qualified Person (on their own behalf or on behalf of a beneficial owner of Units), provided that other holders of Units shall not be entitled to any portion of such distributions paid in respect of Units that have been so deemed not to be outstanding which may accrue after the date upon which such Units are deemed to no longer be outstanding.

13.3 Survival of Representations

The representations contained in this Article shall survive execution of this Agreement and each party is obligated to ensure the continuing accuracy of each representation made by it throughout the term of the Partnership.

ARTICLE 14
CHANGE OF GENERAL PARTNER

14.1 Continuance of the General Partner

The General Partner will continue as general partner of the Partnership until termination of the Partnership unless the General Partner resigns or is removed in accordance with this Agreement.

14.2 Resignation of the General Partner

(a) The General Partner may not resign as such unless it has given at least 180 days' written notice to the Limited Partners of such intention and nominates a qualified successor whose appointment is approved by Ordinary Resolution and who accepts such position within such period, provided that if no successor is so approved within such 180 day period then the General Partner shall have the sole right to appoint a new general partner and such appointee upon its acceptance of such appointment shall become the new General Partner.

(b) Upon the dissolution, liquidation, bankruptcy, insolvency, winding-up, the making of any assignment for the benefit of creditors of the General Partner or the appointment of a trustee, receiver, receiver and manager or liquidator of the General Partner, provided that the trustee, receiver, receiver and manager or liquidator performs its functions for 60 consecutive days, a new general partner shall be appointed by the Limited Partners by Ordinary Resolution within 180 days' notice of such event and the General Partner shall be deemed to have resigned as such, provided that the General Partner shall not cease to be the general partner of the Partnership until the appointment of a new general partner.

14.3 Removal of General Partner

The General Partner may be removed as general partner of the Partnership by an Extraordinary Resolution, but only if at the time of such Extraordinary Resolution the General Partner is in default of a material obligation of the General Partner contained in this Agreement, such default has continued for at least 60 days following receipt of notice from any Limited Partner requiring the General Partner to remedy such default and the Extraordinary Resolution removing the General Partner also appoints a new general partner as successor. Except as provided in the next sentence, the General Partner, its affiliates, its associates and their directors and officers, shall not be entitled to vote on the removal of the General Partner as general partner of the Partnership. Notwithstanding the previous sentence, any Units acquired or held by SMG Advisors will be entitled to be voted on the removal of the General Partner.

14.4 Consequences of Transfer

Upon the admission of a new General Partner:

(a) the new General Partner shall become a party to this Agreement by signing a counterpart hereof and agree to be bound by the terms of this Agreement and to assume the obligations, duties and liabilities of the departing General Partner hereunder as and from the date the new General Partner becomes a party to this Agreement;

(b) the new General Partner will purchase and the departing General Partner will sell the interest of the departing General Partner in the Partnership (excluding

any Units held by the departing General Partner) at a purchase price of $50.00;

(c) the new General Partner will pay to the departing General Partner the amount of any costs, expenses or other amounts owed by the Partnership to the departing General Partner and such other amounts to which the departing General Partner is entitled to reimbursement thereof pursuant to this Agreement or any other agreement to which the departing General Partner is a party with the Partnership, whether, in the case of such latter agreements, the departing General Partner is entitled to such reimbursement by the Partnership or by a third party or otherwise;

(d) the departing General Partner will do all things and take all steps to effectively transfer title to all Partnership assets, the records and management of the Partnership and the interest of the departing General Partner in the Partnership to the new General Partner; and

(e) the departing General Partner shall file all amendments to the Certificate and all other instruments or documents necessary to record the admission of the new General Partner or qualify or continue the Partnership as a limited partnership.

14.5 Indemnification

Upon the removal or resignation of the General Partner, the Partnership shall release and hold harmless, and the Limited Partners shall release, the General Partner, its affiliates and associates, and its and their respective officers, directors, shareholders and employees, from any and all costs, damages, liabilities or expenses incurred by the General Partner or the Partnership in connection with the Partnership's activities or otherwise as a result of or arising out of events occurring after such resignation or removal other than those caused by or deriving from any grossly negligent or fraudulent act or wilful misconduct of the General Partner.

14.6 Continuity of Partnership

In the event of the bankruptcy, insolvency, dissolution, liquidation, winding up, resignation or deemed resignation of the General Partner, the affairs of the Partnership shall be continued without interruption by any new General Partner or remaining General Partner, as the case may be.

ARTICLE 15
MEETINGS

15.1 Consents Without Meeting

The General Partner may secure the consent or agreement of any Limited Partner to any matter requiring such a consent or agreement in writing, and such consents or agreements in writing may be used in conjunction with votes given at a meeting of Limited

Partners or without a meeting of Limited Partners to secure the necessary consent or agreement hereunder. Accidental omission to send a written form of Ordinary Resolution or Extraordinary Resolution to any Limited Partner for signature will not invalidate such resolution provided that such written resolution has been signed in one or more counterparts by a sufficient percentage of the Limited Partners to pass such resolution in accordance with the provisions of this Agreement.

15.2 Meetings

The General Partner may convene meetings of the Limited Partners at any time and, upon the written request of one or more Limited Partners holding not less than 25% of the number of all issued and outstanding Units (the "**Requisitioning Partners**"), will convene a meeting of the Limited Partners. If the General Partner fails or neglects to call such a meeting within 60 days of receipt of written request of the Requisitioning Partners, then any Requisitioning Partners may convene such meeting by giving written notice to the General Partner and the Limited Partners in accordance with this Agreement, signed by such person or persons as the Requisitioning Partners specify. Every meeting, however convened, will be conducted in accordance with this Agreement. There is no requirement to hold annual general meetings; however, the General Partner may call periodic information meetings from time to time to advise Limited Partners as to the status of the CleanViro Business and the Partnership's affairs.

15.3 Place of Meeting

Every meeting of Limited Partners will be held at such place in the City of Burnaby, British Columbia, as the General Partner or the Partner calling the meeting, as the case may be, may determine.

15.4 Notice of Meeting

All notices of meetings of Limited Partners will be given to Limited Partners at least 21 and not more than 60 days prior to the meeting. Such notice will specify the time, date and place where the meeting is to be held and will specify, in reasonable detail, all matters which are to be the subject of a vote at such meeting and provide sufficient information to enable Limited Partners to make a reasoned judgment on all such matters. It will not be necessary for any such notice to set out the exact text of any resolution proposed to be passed at the meeting, provided that the subject matter of any such resolution is fairly set out in the notice or schedule thereto. Accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any Limited Partner will not invalidate the proceedings at that meeting.

15.5 Chairman

The President of the General Partner, or in his absence any officer of the General Partner, shall be the chairman of all meetings. If no such person is present or all such persons refuse to act, those Limited Partners present in person or represented by proxy at the meeting shall choose, by Ordinary Resolution, some other person present to be chairman.

15.6 Quorum

Subject to the provisions of Section 15.7, a quorum at any meeting of the Limited Partners shall consist of not less than two Persons present in person and holding or representing by proxy at least ten percent (10%) of the aggregate number of outstanding Units entitled to vote at the meeting provided, however, that if the Partnership has only one Limited Partner, such Limited Partner present in person or represented by proxy constitutes a meeting of Limited Partners.

15.7 Adjournment

If a quorum referred to in Section 15.6 is not present within 30 minutes from the time fixed for holding any meeting, the meeting may be adjourned by the chairman of the meeting to a date not less than 10 days or more than 14 days later at the same time and, if available, the same place, and the General Partner or Requisitioning Partners who called the meeting will give at least seven days' notice to all Limited Partners of the date, time and place of the reconvening of the adjourned meeting. Such notice need not set forth the matters to be considered unless they are different from those for which the original meeting was called. At the adjourned meeting the Limited Partners present in person or represented by proxy shall form a quorum and may transact the business for which the meeting was originally convened notwithstanding that the number of Units held or represented by them may not be sufficient to constitute a quorum under Section 15.6.

15.8 Voting

Except as otherwise specified in this Agreement, any question submitted to a meeting shall be decided by Ordinary Resolution. On each Ordinary Resolution and Extraordinary Resolution:

(a) each Limited Partner (excluding the General Partner in its capacity as a Limited Partner) shall be entitled to one vote per whole Unit held;

(b) except as provided in Section 15.19 hereof, Series 1 Limited Partners and Series 2 Limited Partners shall vote together and not as separate classes; and

(c) the General Partner shall be entitled to one vote in its capacity as General Partner and also to one vote per whole Unit held by it in its capacity as a Limited Partner, unless such resolution relates to the approval of an agreement or transaction of any nature between the Partnership and any affiliate or associate or other party related to the General Partner in which event the General Partner will not be entitled to vote on such resolution.

For the purposes of clarity, a Limited Partner holding a fraction of a Unit shall be entitled, with respect to the same, to a fraction of a vote equal to such fraction of such Unit.

15.9 Record Date

Notwithstanding anything herein contained, only Limited Partners who are registered as such in the Register on the record date determined for the meeting shall have the right to attend in person or by proxy and to vote on all matters submitted to the meeting. For the purpose of determining those Limited Partners who are entitled to attend, and vote or act at, any meeting or any adjournment of any meeting, or for the purpose of any other action thereat, the General Partner or Requisitioning Partners calling the meeting, as the case may be, shall fix a date not less than 21 or more than 60 days prior to the date of any meeting of Limited Partners as a record date for the determination of those Limited Partners entitled to vote at such meeting or any adjournment of any meeting. The Persons so determined shall be the Persons deemed to have such entitlement, except to the extent that a Limited Partner has transferred any of his Units after such record date and the transferee of the Units: (i) produces properly endorsed certificates or otherwise establishes to the satisfaction of the General Partner that he is the owner of the Units in question; and (ii) requests, not later than ten days before the meeting, or such shorter period before the meeting as the General Partner may deem to be acceptable, that the transferee's name be included in the Register as at such record date, in which case the transferee shall be treated as a Limited Partner of record for purposes of such entitlement in place of the transferor.

15.10 Proxies

A Limited Partner may attend any meeting of Limited Partners personally, or may be represented thereat by proxy if a proxy has been received by the General Partner or the chairman of the meeting for verification prior to the meeting. Votes at meetings of the Limited Partners may be cast personally or by proxy and resolutions shall be passed by a show of hands or, at the request of any Limited Partner, by ballot. The instrument appointing a proxy shall be in a form acceptable to the General Partner, shall be in writing under the hand of the appointor or his attorney duly authorized in writing, or, if the appointor is a corporation, under its seal or by an officer or attorney thereof duly authorized, and shall be valid only if it refers to a specific meeting, and then only at that meeting or its adjournments. Any Person may be appointed a proxy, whether or not he is a Limited Partner.

15.11 Validity of Proxies

A proxy purporting to be executed by or on behalf of a Limited Partner will be considered to be valid unless challenged at the time of or prior to its exercise, and the Person challenging will have the burden of proving to the satisfaction of the chairman of the meeting that the proxy is invalid, and any decision of the chairman concerning the validity of a proxy will be final.

A vote cast in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death, incapacity, insolvency, bankruptcy or insanity of the Limited Partner giving the proxy or the revocation of the proxy, provided that no written notice of such death, incapacity, insolvency, bankruptcy, insanity or revocation shall have been received at the place of meeting prior to the time fixed for holding of the meeting.

15.12 Non-Individual Limited Partners

A Limited Partner which is a Person other than an individual may appoint, under seal or otherwise, an officer, director, trustee, representative or other authorized Person as its representative to attend, vote and act on its behalf at a meeting of Limited Partners.

15.13 Attendance of Others

Any officer or director of the General Partner, counsel to the General Partner or the Partnership and representatives of the Accountants will be entitled to attend any meeting of Limited Partners. The chairman of the meeting or the General Partner has the right to authorize the presence of any Person at a meeting regardless of whether the Person is a Limited Partner. With the approval of the chairman of the meeting or the General Partner that Person will be entitled to address the meeting.

15.14 Rules

To the extent that the rules and procedures for the conduct of a meeting of the Limited Partners are not prescribed in this Agreement, such rules and procedures shall be determined by the chairman of the meeting. To the extent practicable, the procedures applicable to meetings of corporations within the meaning of the BCBCA shall apply to meetings of Partners, provided however the Partnership shall not be required to hold annual meetings and the General Partner may seek all such regulatory relief as may be required so that the Partnership is not required to hold such meetings.

15.15 Waiver of Defaults

In addition to all other powers conferred on them by this Agreement, the Limited Partners may by Ordinary Resolution waive any default on the part of the General Partner on such terms as they may determine and release the General Partner from any claims in respect thereof.

15.16 Minutes

The General Partner will cause minutes to be kept of all proceedings and resolutions at every meeting, and copies of any resolutions of the Partnership to be made and entered in books to be kept for that purpose, and any minutes, if signed by the chairman of the meeting, will be deemed to be evidence of the matters stated in them, and such meeting will be deemed to have been duly convened and held and all resolutions and proceedings shown in them will be deemed to have been duly passed and taken.

15.17 Resolutions Binding

Any Extraordinary Resolution or Ordinary Resolution passed in accordance with this Agreement shall be binding on all Limited Partners and their respective heirs, executors, administrators or other legal representatives, successors and assigns, whether or not such Limited Partner was present or represented by proxy at the meeting at which

such resolution was passed and whether or not such Limited Partner received and/or signed a written copy of or voted against such resolution.

15.18 Powers Exercisable by Extraordinary Resolution

The following powers will only be exercisable by Extraordinary Resolution passed by the Limited Partners:

(a) consenting to the amendment of this Agreement except as provided herein;

(b) requiring the General Partner on behalf of the Partnership to enforce any obligation or covenant on the part of any Limited Partner;

(c) removing the General Partner as general partner of the Partnership as provided in Section 14.3;

(d) dissolving the Partnership as provided in Section 12.2(a);

(e) consenting to the sale, assignment, transfer or other disposition by the General Partner of its interest in the Partnership as a general partner as provided in Section 10.1;

(f) consenting to extend the Partnership's activities beyond active management and Concept Planning, purchasing the SMG Debt Instruments and developing or participating in the development of the CleanViro Business;

(g) repurchasing and cancelling either Series 1 Units or Series 2 Units (including pursuant to a recommendation from the General Partner);

(h) in the event that it is determined that the activities of the Partnership will also include participating with SMG Asset in acquiring shares or otherwise investing in the CleanViro Business, consenting to reinvest all or any part of the income of the Partnership received from the CleanViro Business or its interest therein or from the sale of portions of the CleanViro Business or its interest therein (and that would have otherwise been available for distribution to the Limited Partners hereunder) in such business;

(i) agreeing to any compromise or arrangement by the Partnership with any creditor, or class or classes of creditors;

(j) changing the Fiscal Year of the Partnership; and

(k) amending or repealing any Extraordinary Resolution previously passed by the Limited Partners.

15.19 Voting by Separate Classes

Any Extraordinary Resolution described in Section 15.18 hereof which affects the rights and obligations of the Series 1 Limited Partners but not the rights and obligations of the Series 2 Limited Partners or which affects the rights and obligations of the Series 2 Limited Partners but not the rights and obligations of the Series 1 Limited Partners shall be voted on by the Series 1 Limited Partners only, or by the Series 2 Limited Partners only, as applicable, as separate classes and must be approved by not less than 66% of the votes cast by the Series 1 Limited Partners or by not less than 66% of the votes cast by the Series 2 Limited Partners, as applicable.

ARTICLE 16
AMENDMENTS

16.1 Amendments to Amended and Restated Limited Partnership Agreement

This Amended and Restated Limited Partnership Agreement may be amended in writing on the initiative of the General Partner with the approval of the Limited Partners given by an Extraordinary Resolution, provided that:

(a) this Article 16 may not be amended;

(b) this Agreement shall not be amended so as to provide for additional Capital Contributions from any Limited Partner without the approval of such Limited Partner; and

(c) this Agreement shall not be amended so as to adversely affect the rights of the General Partner without the consent of the General Partner.

16.2 Amendments In Discretion of General Partner

Notwithstanding Section 16.1, the General Partner may, without prior notice to or consent from any Limited Partner, amend any provision of this Agreement from time to time:

(a) for the purpose of adding, amending or deleting provisions of this Agreement which addition, amendment or deletion is, in the opinion of counsel to the Partnership, for the protection of or otherwise to the benefit of the Limited Partners; or

(b) to cure an ambiguity or to correct or supplement any provision contained herein which may be defective or inconsistent with any other provisions contained herein, provided the cure, correction or supplemental provision, in the opinion of the General Partner, does not and will not adversely affect the interests of the Limited Partners; or

(c) to make such other provisions in regard to matters or questions arising under this Agreement which, in the opinion of the General Partner, do not and will not adversely affect the interests of the Limited Partners; or

(d) to make such amendments or deletions to take into account the effect of any change in, amendment of or repeal of any applicable legislation, which amendments, in the opinion of the General Partner, do not and will not adversely affect the interests of the Limited Partners.

16.3 Notice to Limited Partners

Limited Partners shall be notified of the full details of any amendments to this Agreement within 30 days of the effective date of the amendment.

16.4 Limitation On Amendments

Notwithstanding the foregoing or any other provisions to the contrary contained in this Agreement, no amendment of this Agreement shall be adopted if such amendment would change the Partnership to a general partnership, change the liability of the General Partner or any Limited Partner, allow any Limited Partner to take part in the control of the business of the Partnership, change the activities of the Partnership as set forth in Article 3, or change the right of a Limited Partner to vote at any meeting.

ARTICLE 17
NOTICES

17.1 Addresses For Service

The addresses for service of the General Partner and Limited Partners are:

General Partner:	CLEANVIRO TECH CORP. #301 - 958 West 8th Avenue Vancouver, BC V5Z 1E3 Attention: Chief Operating Officer Fax No.: 604-568-9869
Initial Limited Partner:	Jung Moon #301 - 958 West 8th Avenue Vancouver, BC V5Z 1E3 Fax No.: 604-568-9869 E-mail: jjmoon@smginc.ca
Limited Partners:	at the mailing addresses set forth in the Register.

The General Partner may from time to time change its address for service hereunder by notice to the Limited Partners given in accordance with Section 17.2. Each

Limited Partnerwill advise the General Partner and the Registrar and Transfer Agent of any change in such Limited Partner's address as then shown on the Register.

17.2 Notices

Any notice provided for in this Agreement or any other notice which a Partner may desire to give to the other Partners, shall be in writing and shall be delivered by:

(a) personal hand delivery to the addressee or, if such addressee is a body corporate, to an officer of the addressee, or in the absence of an officer, to some other responsible employee of such addressee and shall be deemed to have been given and received on the date of such delivery or, if so delivered on a Saturday, Sunday or statutory holiday, on the next day that is not such a day; or

(b) mailing, postage prepaid, in a properly addressed envelope addressed to the party to whom the notice is to be given at its address for service and shall be deemed to have been given and received four days after the mailing thereof, Saturdays, Sundays and statutory holidays excepted, or

(c) fax or e-mail message addressed to the party to whom the notice is to be given at its address for service and shall be deemed to have been given and received one day after the date of sending, Saturdays, Sundays and statutory holidays excepted.

In the event of a labour strike or other postal interruption the result of which is the interference of normal mail deliveries, every notice delivered pursuant to Section 17.2(b) above shall be deemed to have been given and received on the sixth day following the full resumption of normal mail deliveries, excluding Saturdays, Sundays and statutory holidays, provided that notwithstanding the foregoing in the event of a labour strike or other postal interruption the result of which is the interference of normal mail deliveries, notice hereunder, other than notice to be provided to the General Partner, may be given by publication thereof in a publication of general circulation in the City of Vancouver and shall be deemed to have been given and received upon such publication.

ARTICLE 18
POWER OF ATTORNEY

18.1 Power of Attorney

Each Limited Partner and each transferee of a Unit or assignee of the interest of a Limited Partner as a holder of a Unit hereby irrevocably grants to the General Partner, its successors and assigns, a power of attorney constituting the General Partner, with full power of substitution, as the Limited Partner's true and lawful attorney and agent, with full power and authority, in the Limited Partner's name, place and stead to execute, under seal or otherwise, swear to, acknowledge, deliver, and record or file, as the case may be, as and where required:

(a) this Agreement, any amendment to this Agreement, the Certificate, any amendment to the Certificate or any other declaration, certificate, instrument or document which the General Partner deems necessary or appropriate to qualify, continue the qualification of, or keep in good standing, the Partnership in, or otherwise comply with the laws of, the Province of British Columbia or any other jurisdiction wherein the Partnership may carry on or be deemed to carry on activities or own property (or the laws of Canada applicable therein), or the General Partner may deem it prudent to register the Partnership, in order to maintain the limited liability of the Limited Partners or to comply with applicable laws;

(b) any certificate or other instrument which the General Partner deems necessary or appropriate to reflect any amendment, change or modification of the Partnership in accordance with the terms of this Agreement;

(c) any certificate or other instrument which the General Partner deems necessary or appropriate to comply with the laws of Canada or any political subdivision of Canada;

(d) any conveyance or other instrument which the General Partner deems necessary or appropriate to reflect or in connection with the sale of all or any part of the SMG Debt Instruments or other assets of the Partnership or the dissolution or termination of the Partnership pursuant to the terms of this Agreement;

(e) any instrument required in connection with any election, designation, application or determination relating to the Partnership under the Income Tax Act, the Excise Tax Act, or other tax legislation;

(f) any election, determination, designation, information and return or similar document or instrument as may be required or desirable at any time under the Income Tax Act, the Excise Tax Act, or under any other taxation or similar law of Canada or any province, territory or jurisdiction, or foreign state, which relates to the affairs of the Partnership or the interest of any Person in the Partnership;

(g) any document which the General Partner deems necessary or appropriate to be executed or filed in connection with the activities, assets or undertaking of the Partnership or this Agreement;

(h) any document required to be filed with any governmental body, agency or authority in connection with the activities, assets or undertaking of the Partnership or this Agreement;

(i) any application for any grant, incentive or credit under any federal, or provincial program with respect to any activity of the Partnership;

(j) any transfer forms or other certificate or instrument on behalf of or in the name of whomsoever as may be necessary to effect the transfer of any Unit in

accordance with the terms of this Agreement including, without limitation, pursuant to Sections 10.8 and 13.2 hereof; and

(k) any other document or instrument on behalf of and in the name of the Partnership or the Limited Partner as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of this Agreement or any other agreement of the Partnership in accordance with its respective terms;

and to complete, amend or modify any of the foregoing to complete any missing information or correct any clerical or other errors in the completion of any of the foregoing.

To evidence the foregoing, each Limited Partner, in making a subscription for Units or in executing an assignment or transfer of a Unit as assignee or transferee thereof, will be deemed to have executed a power of attorney granting substantially the powers set forth above. The power of attorney so granted is irrevocable, is coupled with an interest, will survive the death, disability, incapacity, insolvency, bankruptcy, liquidation, dissolution, winding up or other legal incapacity of a Limited Partner and will survive the assignment, to the extent of the obligations of the Limited Partner hereunder, by the Limited Partner of the whole or any part of the interest of the Limited Partner in the Partnership and extends to bind the heirs, executors, administrators, personal representatives, successors and assigns of the Limited Partner, and may be exercised by the General Partner, executing on behalf of each Limited Partner, by executing any instrument with a single signature as the general partner of the Partnership or as attorney and agent for all of the Limited Partners executing such instrument, or by such other form of execution as the General Partner may determine, and it will not be necessary for the General Partner to execute any instrument under seal notwithstanding the manner of execution of the power of attorney by the Limited Partner. The power of attorney will not terminate on the dissolution of the Partnership but will continue in full force and effect thereafter for the purposes of concluding any matters pertaining to the Partnership, to the activities previously carried on by the Partnership or to the dissolution of the Partnership and the winding up of its affairs.

Each Limited Partner hereby ratifies and confirms all that the General Partner shall lawfully do or cause to be done by virtue of the foregoing power of attorney, agrees to be bound by any representation or action made or taken in good faith by the General Partner pursuant to the foregoing power of attorney in accordance with the terms hereof or in furtherance of the terms contemplated by the Unit Private Placement, and waives any and all defences which may be available to contest, negate or disaffirm any action of the General Partner taken in good faith under such power of attorney.

ARTICLE 19
MISCELLANEOUS

19.1 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the parties hereto hereby submit to and attorn to the non-exclusive jurisdiction of the Courts of the Province of British Columbia.

19.2 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. This Agreement may also be adopted in any subscription or assignment forms or similar instruments signed by a Limited Partner or by the General Partner on his behalf, with the same effect as if such Limited Partner had executed a counterpart of this Agreement. All counterparts and adopting instruments will be construed together and will constitute one and the same agreement.

19.3 Provisions Severable

Each provision of this Agreement is intended to be severable. If any provision of this Agreement, or the application of such provision to any Person or circumstance, shall be held illegal or invalid, the remainder of this Agreement, or the application of such provision to any Person or circumstance other than those to which it is held illegal or invalid, shall not be affected thereby.

19.4 Further Assurances

Each party hereto agrees to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full force and effect to this Agreement and every part hereof.

19.5 Time

Time is of the essence hereof.

19.6 Limited Partner not a General Partner

If any provision of this Agreement has the effect of imposing or subjecting any Limited Partner to any debts, liabilities or obligations in excess of those amounts referred to in Section 8.2, or otherwise results in the Limited Partner becoming a general partner, such provision shall be of no force or effect.

19.7 Binding Effect

Subject to the provisions regarding assignment and transfer herein contained, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CLEANVIRO TECH CORP.
Per:

Jung Moon
President

INITIAL LIMITED PARTNER

Witness

Jung Moon

SCHEDULE A
TRANSFER FORM

SCHEDULE A
TRANSFER FORM

The undersigned, a Limited Partner of CleanViro Limited Partnership (the "**Partnership**") hereby transfers to:

(Name of Transferee)	(Address)

_____Unit(s) in the Limited Partnership registered in the undersigned's name, constitutes the above-named transferee as a substitute Limited Partner for the said number of Unit(s) and agrees to execute and deliver to the General Partner:

(a) any documents required in the sole opinion of the General Partner to effect a valid transfer of the said Unit(s);

(b) any documents required in the sole opinion of the General Partner to establish that all applicable laws have been complied with in connection with such transfer; and

(c) any documents which are necessary or advisable, in the sole opinion of the General Partner, to preserve the status of the Partnership as a limited partnership.

The undersigned agrees that the power of attorney previously granted to the General Partner shall continue to be effective for the purpose of executing all certificates, amendments and other instruments necessary to give effect to this transfer.

DATED at _____, Province of _____, this _____ day of _____, 20___.

(Witness to Signature)	(Signature of Limited Partner)
(Name of Witness - Please Print)	(Name of Limited Partner - Please Print)
e-mail for investor communications (required)	(Residence Address) (City, Province, Postal Code) Res:_____ Bus:_____
(Signature Guaranteed By)	Canadian Chartered Bank, Trust Company or Member of the Investment Dealers Association of Canada

DECLARATION OF TRANSFEREE

(Defined terms used herein and not otherwise defined shall have the meaning attributed to those terms in the Partnership Agreement)

The undersigned transferee (the "**Transferee**") hereby represents and warrants and covenants to each Limited Partner and to the General Partner that:

(a) the Transferee, if a corporation, is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver the Amended and Restated Limited Partnership Agreement dated for reference the 11th day of September, 2013, as amended or supplemented from time to time (the "Partnership Agreement") and to observe and perform its covenants and obligations thereunder and has taken all necessary corporate action in respect thereof and that it has purchased the Units as principal for its own account, or, if a partnership, syndicate or other form of unincorporated organization, has the necessary legal capacity and authority to execute and deliver the Partnership Agreement and to observe and perform its covenants and obligations thereunder and has obtained all necessary approvals in respect thereof, and that it has purchased the Units as principal for its own account;

(b) the Transferee, if an individual, is of the full age of majority and has the legal capacity and competence to execute the Partnership Agreement and take all action pursuant thereto, and that it has purchased the Units as principal for its own account;

(c) the Transferee is a Resident and that the Transferee will maintain such status at all times that the Transferee owns Units;

(d) no interest in the Transferee is or will be a "tax shelter investment" for the purposes of the Income Tax Act;

(e) the Transferee has not financed, and will not finance, the acquisition of the Units with borrowings for which recourse is limited or is deemed to be limited for the purposes of the Income Tax Act; and

(f) the Transferee will promptly provide such evidence of the legal status of the Transferee as the General Partner may request from time to time.

The Transferee covenants that:

1. the Transferee will ensure that the Transferee's status as described above will not be modified, that the Transferee will provide written confirmation of such status to the General Partner upon request and that the Transferee will not transfer the Transferee's Units in whole or in part to a Person in respect of which the representations and warranties set forth above would be untrue; and

2. the Transferee will immediately notify the General Partner in writing if the Transferee fails to comply with the covenants in this Transfer Form.

In consideration of and subject to the amendment of the Certificate to include the Transferee as a Limited Partner with respect to the Unit(s) assigned, the Transferee hereby agrees to be bound as a Limited Partner by the terms of the Partnership Agreement, and the Transferee hereby grants to the General Partner, its successors and assigns, a power of attorney constituting the General Partner, with full power of substitution, as the Transferee's true and lawful attorney and agent, with full power and authority, in the Transferee's name, place and stead to execute, under seal or otherwise, swear to, acknowledge, deliver, and record or file, as the case may be, as and where required:

(a) the Partnership Agreement, any amendment to the Partnership Agreement, the Certificate, any amendment to the Certificate or any other declaration, certificate, instrument or document which the General Partner deems necessary or appropriate to qualify, continue the qualification of, or keep in good standing, the Partnership in, or otherwise comply with the laws of, the Province of British Columbia or any other jurisdiction wherein the Partnership may carry on or be deemed to carry on activities or own property (or the laws of Canada applicable therein), or the General Partner may deem it prudent to register the Partnership, in order to maintain the limited liability of the Limited Partners or to comply with applicable laws;

(b) any certificate or other instrument which the General Partner deems necessary or appropriate to reflect any amendment, change or modification of the Partnership in accordance with the terms of the Partnership Agreement;

(c) any certificate or other instrument which the General Partner deems necessary or appropriate to comply with the laws of Canada or any political subdivision of Canada;

(d) any conveyance or other instrument which the General Partner deems necessary or appropriate to reflect or in connection with the sale of all or any part of the Interest or other assets of the Partnership or the dissolution or termination of the Partnership pursuant to the terms of the Partnership Agreement;

(e) any instrument required in connection with any election, designation, application or determination relating to the Partnership under the Income Tax Act, the Excise Tax Act, or other tax legislation;

(f) any election, determination, designation, information and return or similar document or instrument as may be required or desirable at any time under the Income Tax Act, the Excise Tax Act, or under any other taxation or similar law of Canada or any province, territory or jurisdiction, or foreign state, which relates to the affairs of the Partnership or the interest of any Person in the Partnership;

(g) any document which the General Partner deems necessary or appropriate to be executed or filed in connection with the activities, assets or undertaking of the Partnership or the Partnership Agreement;

(h) any document required to be filed with any governmental body, agency or authority in connection with the activities, assets or undertaking of the Partnership or the Partnership Agreement;

(i) any application for any grant, incentive or credit under any federal, provincial or state program with respect to any activity of the Partnership;

(j) any transfer forms or other certificate or instrument on behalf of or in the name of whomsoever as may be necessary to effect the transfer of any Unit in accordance with the terms of the Partnership Agreement including, without limitation, pursuant to Sections 10.8 and 13.2 of the Partnership Agreement; and

(k) any other document or instrument on behalf of and in the name of the Partnership or the Limited Partners as may be deemed necessary or desirable by the General Partner to carry out fully the provisions of the Partnership Agreement or any other agreement of the Partnership in accordance with its respective terms;

and to complete, amend or modify any of the foregoing to complete any missing information or correct any clerical or other errors in the completion of any of the foregoing.

The power of attorney hereby granted is irrevocable, is coupled with an interest, will survive the death, disability, incapacity, insolvency, bankruptcy, liquidation, dissolution, winding up or other legal incapacity of the Transferee and will survive the further assignment, to the extent of the obligations of the Transferee under the Partnership Agreement, by the Transferee of the whole or any part of the interest of the Transferee in the Partnership and extends to bind the heirs, executors, administrators, personal representatives, successors and assigns of the Transferee, and may be exercised by the General Partner, executing on behalf of the Transferee, by executing any instrument with a single signature as the general partner of the Partnership or as attorney and agent for all of the Limited Partners executing such instrument, or by such other form of execution as the General Partner may determine, and it will not be necessary for the General Partner to execute any instrument under seal notwithstanding the manner of execution of the power of attorney by the Transferee. This power of attorney will not terminate on the dissolution of the Partnership but will continue in full force and effect thereafter for the purposes of concluding any matters pertaining to the Partnership, to the activities previously carried on by the Partnership or to the dissolution of the Partnership and the winding up of its affairs.

The Transferee hereby ratifies and confirms all that the General Partner shall lawfully do or cause to be done by virtue of the foregoing power of attorney, agrees to be bound by any representation or action made or taken in good faith by the General Partner pursuant to the foregoing power of attorney in accordance with the terms hereof, and waives any and all defences which may be available to contest, negate or disaffirm any action of the General Partner taken in good faith under such power of attorney.

This document shall be governed by and construed in accordance with the laws of the Province of British Columbia.

Terms not defined herein shall have the same meanings in this transfer form as in the Partnership Agreement.

DATED at _____, Province of _____, this _____ day of _____, 20___.

(Witness to Signature)	(Signature of Limited Partner)
(Name of Witness - Please Print)	(Name of Limited Partner - Please Print)
	(Residence Address) (City, Province, Postal Code)
	Social Insurance or Business Number(s) of Transferee
	e-mail for investor communications (required)

SCHEDULE B
UNIT CERTIFICATE

Unit Certificate No. ____

SCHEDULE B
UNIT CERTIFICATE

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) , AND (ii) THE DATE THE PARTNERSHIP BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY. THE PARTNERSHIP DOES NOT CURRENTLY INTEND TO BECOME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

CleanViro Limited Partnership
(a limited partnership formed under the laws of the Province of British Columbia)

This is to certify that_____ is the registered holder of _____ units (the "**Units**") in CleanViro Limited Partnership (the "**Partnership**").

The rights of a holder of the Units represented by this Certificate are governed by an agreement dated for reference the 11th day of September, 2013 with respect to the Partnership, as amended or supplemented from time to time (the "**Partnership Agreement**"). The liability of the holder of this Certificate is limited. Limited Partners may lose the protection of limited liability by taking part in the control of the business of the Partnership or may be liable to third parties as a result of false statements in the public filings made pursuant to the Partnership Act (British Columbia) and applicable legislation of the Canadian provinces and territories other than the Province of British Columbia. A transferee of the Units represented by this Certificate will automatically become bound and subject to the Partnership Agreement, without execution of further instruments, and, without limiting the generality of the foregoing, such transferee shall be deemed to make all of the representations and warranties, covenants, agreements and acknowledgments of a Limited Partner pursuant to the Partnership Agreement and to grant the power of attorney as set out in Article 18 of the Partnership Agreement.

Capitalized terms herein shall have the meanings ascribed to them in the Partnership Agreement.

This Certificate is not valid unless manually countersigned by the authorized representative of the Registrar and Transfer Agent for the Partnership.

IN WITNESS WHEREOF, CLEANVIRO TECH CORP., the General Partner of the Partnership, has caused this Certificate to be signed by its duly authorized officer.

DATED:_____

CLEANVIRO TECH CORP., in its capacity as General Partner of CleanViro Limited Partnership

Per: _____

Countersigned and Registered by CleanViro Tech Corp. as Registrar and Transfer Agent

Per: _____

SCHEDULE C
FORM OF AMENDED AND RESTATED INVESTMENT AGREEMENT

AMENDED AND RESTATED INVESTMENT AGREEMENT

THIS Amended and Restated Investment Agreement (the "**Agreement**") is dated for reference the 11th day of September, 2013,

BETWEEN:

> **CleanViro Limited Partnership**, a limited partnership formed pursuant to the laws of the Province of British Columbia (the "**Partnership**") by its general partner, CleanViro Tech Corp.
>
> ("**CleanViro LP**")

AND:

> **SMG Asset Co. Ltd.,** a corporation incorporated pursuant to the laws of South Korea (hereinafter called "**SMG Asset**")
>
> (each a "**Party**" and together the "**Parties**")

WHEREAS:

1. CleanViro LP has or will purchase debt and/or shares of SMG Asset.

2. The Parties have agreed to enter into this Agreement in order to record their respective rights and obligations in connection with the ownership, management and sale of the Interest and with each Parties' respective Participating Interests (as defined in Section 8.1 hereof).

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings:

"Affiliate" means a Person who is affiliated with the Person who is the object of the description for the purposes of the BCBCA;

"Agreement" means this Amended and Restated Investment Agreement, including the Schedules to this Agreement, as amended or supplemented from time to time, and "herein", "hereby", "hereof", "hereunder", "hereto" and similar expressions mean or refer to this Agreement and not to any particular provision of this Agreement;

"BCBCA" means the *Business Corporations Act* (British Columbia);

"**Business Day**" means a day which is not a Saturday, Sunday or a legal holiday in the City of Richmond, British Columbia or Seoul, Korea;

"**CleanViro Business**" means the environmental remediation business being carried out by Geoenvirotech;

"**CleanViro Business Assets**" means all rights, privileges and obligations appurtenant to the CleanViro Business, and includes all of the CleanViro Business, all money, bank accounts, personal property and property of every manner and description acquired in connection with the CleanViro Business and management thereof;

"**CleanViro LP**" means CleanViro Limited Partnership which is a limited partnership formed under the laws of British Columbia. CleanViro LP intends to acquire and hold shares or debt in SMG Asset Co. Ltd. which in turn will acquire shares or otherwise invest in Geoenvirotech, a corporation formed in South Korea which has acquired the assets of an environmental remediation business (the "**CleanViro Business**") or otherwise invest in the CleanViro Business;

"**Closing Date**" has the meaning ascribed thereto in Section 8.4;

"**Concept Planning**" means those pre-development actions initiated to (i) conduct planning studies to assess the potential of the CleanViro Business; (ii) prepare a business plan for the CleanViro Business; and (iii) pursue local governmental planning and regulatory approvals necessary to implement the business plan;

"**Excise Tax Act**" means the *Excise Tax Act* (Canada);

"**Geoenvirotec**" means Geoenvirotec Co. Ltd., a corporation incorporated pursuant to the laws of South Korea;

"**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

"**Interest"** means the debt or shares of SMG Asset to be acquired by CleanViro LP pursuant to the Phase One Funding Program, the Phase Two Funding Program, or both;

"**Partnership"** means CleanViro Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**Party**" means a Party to this Agreement;

"Person" means any "person" or "company" as such terms are defined in the *Securities Act* (British Columbia);

"**Phase One Funding Program**" means investments made by CleanViro LP to SMG Asset between the period of November 18, 2008 and July 31, 2013;

"**Phase Two Funding Program**" means investments made by CleanViro LP to SMG Asset on or after August 1, 2013;

"**Prime Rate"** means the annual rate of interest announced from time to time by HSBC Bank Canada as being its reference rate then in effect for determining interest rates on Canadian dollar denominated commercial loans made by HSBC Bank Canada in Canada; and

"**SMG Asset**" means SMG Asset Co. Ltd. a corporation incorporated pursuant to the laws of South Korea which is an affiliate of CleanViro LP.

1.2 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 **Section References**

Unless the contrary intention appears, references in this Agreement to an Article or Section by number or letter or both refer to the Article or Section, respectively, bearing that designation in this Agreement.

1.4 **Number and Gender**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.5 **Date for Actions**

In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 **Statutes**

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations or other administrative authority promulgated thereunder from time to time in effect.

ARTICLE 2
PURPOSE AND TERM

2.1 **Purpose**

This Agreement is entered into by the Parties for the purpose of setting forth the terms and conditions pursuant to which:

(a) CleanViro LP will hold the Interest as an investment, and eventually sell or otherwise dispose of the Interest;

(b) SMG Asset will invest the monies in the CleanViro Business and perform such other activities as may be incidental to or arise from the foregoing purpose as may be reasonably determined by SMG Asset as manager of the CleanViro Business, including without limitation participating in Concept Planning, active management and promotion; and

(c) SMG Asset will make semi-annual interest or dividend payments to CleanViro LP. For Interests that were acquired pursuant to the Phase One Funding Program, the semi-annual interest or dividend payment will commence on June 30, 2009 and SMG Asset guarantees the repayment of the original investment by June 30, 2015. For Interests that were acquired pursuant to the Phase Two Funding Program, the semi-annual interest or dividend payment will commence on September 30, 2013 and SMG Asset guarantees the repayment of the original investment by June 30, 2019.

2.2 **Term**

The term of this Agreement shall commence as and from the date of execution of this Agreement and shall continue in force until all of the Interest has been repaid or repurchased by SMG Asset pursuant to the terms hereof.

ARTICLE 3
SCOPE OF THE INVESTMENT IN THE INTEREST AND PARTY'S AUTHORITY

3.1 **No Partnership**

This Agreement shall not be construed as creating a partnership, joint venture or any other relationship between SMG Asset other than the relationship of creditor and debtor or corporation and shareholder with respect to the Interest and the CleanViro Business.

3.2 **Limit on Other Business**

Each of the Parties shall devote such time as may be required to fulfil any obligation assumed by it hereunder, but each of the Parties shall be at liberty to engage in any other business or activity outside the ownership and management of the Interest and the CleanViro Business.

3.3 **Limit on Authority to Act**

Except as otherwise expressly and specifically provided in this Agreement, no Party to this Agreement shall have any authority to act for, or assume any obligation or responsibility on behalf of the other Party and each of the Parties shall indemnify and save harmless the other Party from any and all liability, obligation, claim or loss resulting from any unauthorized act of such Party with respect to the CleanViro Business or management thereof.

ARTICLE 4
GUARANTEED PAYMENTS

4.1 SMG Asset will pay semi-annual interest or dividend payments to CleanViro LP, in respect of Interests acquired pursuant to the Phase One Funding Program and the Phase Two Funding Program, commencing on June 30, 2009 and September 30, 2013, respectively, in an amount equivalent to interest calculated at a rate of 8% per annum on the amount invested by CleanViro LP in SMG Asset.

4.2 For the portion of the investment made by CleanViro LP in SMG Asset which is equity, SMG Asset will make semi-annual dividend payments to CleanViro LP in respect of Interests acquired pursuant to the Phase One Funding Program and the Phase Two Funding Program commencing on June 30, 2009 and September 30, 2013, respectively, which payments will be calculated to match the return set out in clause 4.1 herein after deducting any applicable withholdings taxes. The Parties expect that this will result in a dividend rate payable under Phase One Funding Program and Phase Two Funding Program of approximately 6.8% per annum. This is because the withholding tax rate on dividend payments is expected to be lower than the withholding tax rate on interest payments.

4.3 SMG Asset will repay the debt or repurchase the equity acquired by CleanViro LP by June 30, 2015 in respect of Interests acquired pursuant to the Phase One Funding Program and by June 30, 2019 in respect of Interests acquired pursuant to the Phase Two Funding Program.

4.4 If the CleanViro Business is profitable, SMG Asset shall pay an additional return which SMG Asset will determine at is sole discretion.

ARTICLE 5
MANAGEMENT OF THE CLEANVIRO BUSINESS

5.1 Management of the CleanViro Business

SMG Asset shall, subject to the provisions of this Agreement, manage, control and make all decisions regarding the CleanViro Business and the management thereof.

5.2 Duties of SMG Asset as Manager

SMG Asset covenants that it will exercise its powers and discharge its duties as manager of the CleanViro Business under this Agreement honestly, in good faith, and in the best interests of the Parties, and that it will exercise the care, diligence and skill of a reasonably prudent person. SMG Asset will be entitled to retain advisors, experts and consultants to assist it in the exercise of its powers and the performance of its duties hereunder.

5.3 Transactions Involving Affiliates

The validity of a transaction, agreement or payment involving the CleanViro Business and an Affiliate of SMG Asset is not affected by reason of the relationship between SMG Asset and the Affiliate.

5.4 **Safekeeping of CleanViro Business Assets**

SMG Asset is responsible for the safekeeping and use of all of the funds relating to the CleanViro Business.

5.5 **Powers of SMG Asset as Manager**

Subject only to those powers which require unanimous consent of the Parties pursuant to Section 5.6, SMG Asset shall have the power and authority to manage and control the CleanViro Business and to do, or cause to be done, on behalf of and in the name of the Parties any and all acts necessary, convenient or incidental to the ownership and management of the CleanViro Business without further approval of the Parties, including without limitation the power and authority:

(a) to apply for and obtain any and all necessary financing required to carry out the purposes of the ownership and management of the CleanViro Business, and to grant such mortgages, deeds of trust, security interests and other encumbrances and charges on the CleanViro Business and any other CleanViro Business Assets as SMG Asset may deem necessary or advisable in connection with such financing;

(b) to negotiate, enter into, execute and carry out agreements by or on behalf of the Parties involving matters or transactions that are necessary or appropriate for or incidental to, carrying on the affairs relating to the CleanViro Business and the management thereof;

(c) to manage, lease, administer, conserve and dispose of (subject to the provisions of Section 5.6) the CleanViro Business and any and all other CleanViro Business Assets;

(d) to conclude agreements with third Parties, including Affiliates of and any other Parties related to SMG Asset, so that services may be rendered to the Parties, and to delegate to any such Person any power or authority of SMG Asset hereunder where, in the discretion of SMG Asset, it would be in the best interests of the Parties to do so (provided that such agreement or delegation will not relieve SMG Asset of any of its obligations hereunder);

(e) to decide in its sole and entire discretion the time at which the CleanViro Business Assets shall be distributed to the Parties and the amount of any such distribution;

(f) to make any election, determination, application or designation with respect to the CleanViro Business on behalf of the Parties that may be made under the Income Tax Act, the Excise Tax Act, any other similar legislation of a province or territory of Canada, or any similar legislation of a state or other political subdivision of any foreign country or any and all applications for governmental grants or other incentives;

(g) to execute any and all deeds, documents and instruments and to do all acts as may be necessary or desirable in the opinion of SMG Asset to carry out the intent and the purpose of this Agreement; and

(h) to make any necessary withholdings and remittances of taxes in respect of allocations or distributions to the Parties;

and SMG Asset may contract with any Person, including an Affiliate of SMG Asset, to carry out any of the duties of SMG Asset and may delegate to such Person any power and authority of SMG Asset hereunder, but no such contract or delegation shall relieve SMG Asset of any of its duties or obligations hereunder as manager of the CleanViro Business.

5.6 **Fundamental Decisions**

Notwithstanding Section 5.5, the Parties agree that the following powers will only be exercisable by the unanimous consent of the Parties:

(a) effecting the sale, transfer or other disposition (excluding leases) of all or substantially all of the CleanViro Business.

5.7 **Liability of SMG Asset to CleanViro LP**

Except for gross negligence, wilful misconduct or fraudulent acts, SMG Asset shall not be liable to CleanViro LP, in connection with the performance of its duties as manager of the CleanViro Business, for:

(a) any mistakes or errors in judgment; or

(b) any act or omission believed in good faith to be within the scope of its authority as manager of the CleanViro Business conferred by this Agreement.

5.8 **Indemnity by SMG Asset**

SMG Asset shall indemnify and hold harmless CleanViro LP from and against all costs incurred and damages suffered by CleanViro LP as a result of gross negligence, wilful misconduct or fraudulent act by SMG Asset or as a result of any act or omission by SMG Asset not believed in good faith by SMG Asset to be within the scope of its authority as manager of the CleanViro Business conferred by this Agreement.

ARTICLE 6
ACCOUNTING AND DISTRIBUTIONS

6.1 **Books and Records**

The books and records related to the CleanViro Business and the management thereof shall be maintained and kept at the offices of SMG Asset in South Korea.

6.2 **Examination of Accounts**

In the event that SMG Asset fails to pay the monies owed to CleanViro LP pursuant to this Agreement, CleanViro LP shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account, records and other documents or papers kept in connection with the CleanViro Business. Such right may be exercised through any agent or employee of CleanViro LP designated by it, or by a chartered accountant designated by CleanViro LP. CleanViro LP shall bear all third party expenses incurred in any examination made for its account. In all other circumstances CleanViro LP has no right to audit, examine and make copies or extracts from the books of account, records and other documents or papers kept in connection with the CleanViro Business**.**

6.3 **Distribution of Cash**

Subject to the terms hereof, SMG Asset shall collect all income, rentals, receipts and revenues derived from the CleanViro Business or relating to the CleanViro Business Assets and shall pay, use and apply such revenues collected with respect to the CleanViro Business in the following manner and descending order of priority:

(a) in payment of all proper operating costs and expenses incurred in connection with the CleanViro Business (including any applicable taxes) and a reasonable reserve for working capital, as determined by SMG Asset;

(b) in payment of interest and principal as and when due under any bank credit or financing of the CleanViro Business;

(c) in payment of interest and principal or dividend and repurchase amounts due to CleanViro LP pursuant to this Agreement; and

(d) the balance, if any, shall be distributed to the Parties in accordance with their respective interests in the CleanViro Business.

6.4 **Holdbacks**

Notwithstanding anything to the contrary herein, SMG Asset may hold back a sum sufficient to pay any costs and expenses (including deferred costs and prepaid expenses) which may fall due and become payable in connection with the operation and management of the CleanViro Business prior to the next receipt of monies.

6.5 **Statements**

SMG Asset may provide such statements of the CleanViro Business to CleanViro LP as it chooses in its sole discretion provided that it pays the amounts due to CleanViro LP pursuant to this Agreement. In the event that it fails to pay such amounts when due CleanViro LP may require that SMG Asset shall provide to CleanViro LP annual audited financial statements within 3 months of the end of each fiscal year.

6.6 **Audit and Auditors**

The financial statements relating to the CleanViro Business shall be prepared on a notice to reader basis on an annual basis and the accountants in respect of the CleanViro Business shall be selected by SMG Asset unless written notice is provided pursuant to clause 6.5 herein in which event the financial statements shall be audited by an auditor selected by SMG Asset.

ARTICLE 7
RESTRICTIONS ON TRANSFER

7.1 **Restriction on Transfer and Alternative Financing**

CleanViro LP shall not mortgage or encumber or sell, transfer or otherwise dispose of the whole or any part of its Interest to another person, firm or corporation without the prior written consent of SMG Asset, which consent may not be withheld unreasonably. SMG Asset acknowledges that it may be necessary or advisable for CleanViro LP to obtain financing from a third Party for the purposes of funding the expenses of CleanViro LP in relation to its operations and/or to fund the costs of Concept Planning and to grant security in relation to such financing. Notwithstanding any other term of this Agreement, SMG Asset confirms that it will consent to any such secured financing up to an amount equal to up to $1,000,000.00 and to the registration of security against CleanViro LP's Interest in respect of such financing as a charge, provided that such financing and security is on terms that are commercially reasonable to CleanViro LP.

ARTICLE 8
BANKRUPTCY OR OTHER INVOLUNTARY TRANSFERS

8.1 **Option**

In the event of the bankruptcy, insolvency, winding-up or liquidation of a Party or if a receiver is appointed in respect of the whole or substantially the whole of the assets of a Party or in the event of a transfer, voluntary or involuntary, by a Party of any part of its Interest or its interest in the CleanViro Business to any creditor in total or partial satisfaction of any debt, obligation, judgment or other liability (any trustee, liquidator or receiver of such Party, or its assets, or any such creditor being hereinafter referred to as the "**Involuntary Transferee**" and the bankrupt or insolvent Party, or the Party whose such Interest or interest in the CleanViro Business or any part thereof passes to the Involuntary Transferee being hereinafter referred to as the "**Insolvent Party**" and the other Party being hereinafter referred to as the "**Solvent Party**"), the Solvent Party shall have the sole, exclusive and irrevocable option to purchase all but not less than all of the Insolvent Party's Interest or interest in the CleanViro Business (the "**Participating Interest**") from the Involuntary Transferee. The option shall be exercisable by the Solvent Party within the later of:

(a) 90 days following the vesting or transfer of the such Participating Interest or any part thereof to the Involuntary Transferee; or

(b) 30 days following the determination of the Option Price provided for in Section 8.3;

provided that nothing in this Section 8.1 shall remove the obligation to obtain the consent required in Section 7.1 with respect to a voluntary transfer of a Participating Interest or any part thereof or interest therein.

8.2 **Exercise of Option**

The option shall be exercised by the Solvent Party within the time provided in Section 8.1 by written notice to both the Insolvent Party and the Involuntary Transferee. The written notice to the Insolvent Party and the Involuntary Transferee and the written notice evidencing the exercise of the option together with this Agreement shall be deemed and construed to be a binding agreement of purchase and sale to be completed in the manner provided for in this Article 8. If the option is not exercised by the Solvent Party by written notice within the time provided in Section 8.1, the option shall be null and void.

8.3 **Option Price**

The price of the Insolvent Party's Participating Interest shall be the fair market value of the Insolvent Party's Participating Interest as of the date of the vesting or transfer thereof to the Involuntary Transferee net of liability and net of any sales commissions and any applicable taxes that would otherwise be payable (hereinafter referred to as the "**Option Price**"). Fair market value shall be determined by independent appraisal by an appraiser having been ordinarily engaged in the business of business appraisal in South Korea for a period of at least ten (10) years, which appraisal shall be final and binding upon the Parties. If the Parties cannot agree on the appointment of an independent appraiser, the appointment shall be determined by arbitration pursuant to the provisions of the Arbitration Act of British Columbia.

8.4 **Transfer**

If the Solvent Party exercises the option as herein provided, the conveyance of the Insolvent Party's Participating Interest to it by the Involuntary Transferee shall take place on the last day of the second month following the month in which the Solvent Party exercises the option (the "**Closing Date**").

8.5 **Payment of Option Price**

The Option Price payable by the Solvent Party shall be paid or satisfied as follows, subject to any applicable withholding taxes:

(a) an amount equal to ten (10%) percent of the Option Price shall be paid by the Solvent Party to the Involuntary Transferee as a deposit by certified cheque and shall accompany such Solvent Party's written notice electing to exercise the option;

(b) a further amount equal to ten (10%) percent of the Option Price shall be paid by Solvent Party to the Involuntary Transferee by certified cheque on the Closing Date; and

(c) the balance of the Option Price (namely eighty (80%) percent of the Option Price) shall be paid to the Involuntary Transferee in four (4) equal annual instalments due and payable respectively on the first, second, third and fourth anniversaries of the Closing Date together with interest on the outstanding balance of the Option Price calculated and paid annually at the rate equal to Prime Rate. Interest payments shall be made concurrently with the annual instalments of the Option Price. The Parties agree that in addition to the Option Price, the Solvent Party shall also assume in consideration of the conveyance to it of the Insolvent Party's Participating Interest, the Insolvent Party's proportionate share of the principal balance outstanding pursuant to any mortgage or other balance outstanding pursuant to any mortgage or other charge against the Interest at the Closing Date. The Solvent Party may, at its option, prepay all or any part of the balance of the Option Price at any time without notice, bonus or penalty.

ARTICLE 9
ADDITIONAL PROVISIONS RESPECTING SALES

9.1 Power of Attorney

If either Party has properly exercised its rights to acquire a Participating Interest as provided for herein (such Party being hereinafter referred to as the "**Purchase**r") and is not in default hereunder, and on the Closing Date the Party who is selling its Participating Interest (hereinafter referred to as the "**Vendor**") shall neglect or refuse to complete the transaction, the Purchaser upon such default (without prejudice to any other right which it may have), upon payment by it of the purchase price required to be paid to the credit of the Vendor in a bank account established by SMG Asset as manager of the CleanViro Business or with the solicitors for the Purchaser, shall have the right to complete the transaction as aforesaid for and on behalf of and in the name of the Vendor, and the Vendor hereby irrevocably appoints the Purchaser the true and lawful attorney of the Vendor to complete the said transaction and execute any and all documents necessary in that behalf.

9.2 Tender

Notwithstanding any other provision of this Agreement, any tender of documents or funds by a Vendor or Purchaser shall be sufficiently made upon the Vendor or Purchaser if made upon its solicitors.

9.3 Novation

Notwithstanding any other provision of this Agreement, it is agreed that no Party shall sell, dispose of or alienate its Participating Interest to any Person who is not already a Party to this Agreement or bound hereby, unless such Person shall execute and deliver an appropriate instrument in writing in favour of the Parties whereby such Person shall agree to observe and be bound by all the provisions hereof as if that Person had been a Party hereto in the first instance.

9.4 **No Redemption**

Nothing contained in this Agreement shall be read or construed as a foreclosure giving rise to any equity of redemption, the same being hereby specifically negated.

ARTICLE 10
DISPUTE RESOUTION

10.1 **Representative**

Each Party shall name a "representative" who may be replaced at any time, to whom any disputes between the Parties shall be initially submitted.

10.2 **Dispute**

In the event of a dispute in respect of a matter hereunder which requires a decision of the Parties, the Parties irrevocably undertake to adopt the following procedures rather than seek recourse to the courts, save as herein expressly provided:

(a) the representatives shall in first instance use their best efforts to seek to resolve the dispute;

(b) in the event of failure to resolve, the dispute will be submitted to the chief executive officers or their designates of each Party who shall jointly use their best efforts to resolve the dispute; and

(c) if the foregoing attempts to resolve the dispute have been exhausted, then either Party may resort to binding arbitration. The Parties shall in such event, either agree to a single arbitrator or each shall name an arbitrator within 10 working days of a notice by either Party requesting such action. If either Party fails to name an arbitrator as herein required, the arbitrator appointed by the other Party shall be deemed to be the arbitrator of each of the Parties. The arbitrator(s) shall proceed with all due dispatch, hear the dispute and follow procedures in accordance with the Arbitration Act (British Columbia).

ARTICLE 11
WARRANTIES AND REPRESENTATIONS

11.1 **Warranties and Representations**

Each Party represents and warrants to the other Party that:

(a) it is duly incorporated or formed, as applicable, and is organized and validly subsisting under the laws of the jurisdiction of its incorporation or formation, as applicable, and is qualified to carry on business in the jurisdiction where it is carrying on business;

(b) it has full power and authority to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated will conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a Party, and

(d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents.

ARTICLE 12
GENERAL PROVISIONS

12.1 **Notices**

Any notice or other instrument required or permitted to be given under this Agreement shall be in writing and may be given by delivery or by fax, telecommunication device, or other similar form of electronic communication to the Parties at the following addresses:

(a) if to CleanViro LP:
CleanViro Limited Partnership
c/o CleanViro Tech Corp.
#301-958 West 8th, Vancouver B.C, V4Z 1E3
Attention: Jung Moon, President of Cleanviro Tech Corp.
Fax No.: 604-568-9830

(b) if to SMG Asset:
SMG Asset Co. Ltd.
c/o McCullough O'Connor Irwin LLP
Attention: Kevin Hisko
Suite 2600, Oceanic Plaza
1066 West Hastings Street
Vancouver, BC V6E 3X1
Fax No.: (604) 687-7099

Any notice, direction or instrument shall:

(i) if delivered by hand or courier, be deemed to have been given or made at the time of delivery; and

(ii) if sent by fax, telecommunication device or other similar form of electronic communication, be deemed to have been given or made on the first Business Day following the day on which it was sent.

Any Party may give written notice of change of its address in the same manner, in which event that notice shall thereafter be given to it as above provided at that changed address.

12.2 **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the Parties hereby submit to and attorn to the non-exclusive jurisdiction of the Courts of the Province of British Columbia.

12.3 **Further Assurances**

The Parties shall do, or cause to be done, all such further acts and things, including the obtaining of any necessary approvals, and shall execute, or cause to be executed, all such further deeds, documents and instruments as may be reasonably necessary for the purpose of giving effect to the provisions of this Agreement.

12.4 **Amendments**

Neither this Agreement nor any provision hereof may be amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the amendment, waiver, discharge, or termination is sought.

12.5 **Time of Essence**

Time is expressly declared to be of the essence of this Agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled.

12.6 **Entire Agreement**

This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and undertakings whether oral or written relative to the subject matter hereof.

12.7 **No Waiver**

No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by the other of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by such other Party of the same or of any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act on the part of any other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

12.8 **Severability**

If any covenant or obligation of any Party contained herein, or if any provision of this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such covenant or obligation to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each provision and each covenant and obligation contained in this Agreement shall be separately valid and enforceable, to the fullest extent permitted by law or at equity.

to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each provision and each covenant and obligation contained in this Agreement shall be separately valid and enforceable, to the fullest extent permitted by law or at equity.

12.9 **Parties In Interest**

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

12.10 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument. Any Party may execute this Agreement by signing a counterpart of it.

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

Cleanviro Limited Partnership by its
General Partner, Cleanviro Tech Corp.

Per: _____
Authorized Signatory

SMG Asset Co. Ltd.

Per: _____
Authorized Signatory

SCHEDULE D
PROMISSORY NOTE CERTIFICATE

Promissory Note
Certificate No.____

SCHEDULE D
PROMISSORY NOTE CERTIFICATE

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) , AND (ii) THE DATE THE PARTNERSHIP BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY. THE PARTNERSHIP DOES NOT CURRENTLY INTEND TO BECOME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

CleanViro Limited Partnership
(a limited partnership formed under the laws of the Province of British Columbia)

Amount: $<@> <[DATE]>

For value received, **CLEANVIRO LIMITED PARTNERSHIP** ("**Cleanviro**"), promises to pay to _____(the "**Lender**"), on or before that date that is three (3) years from the date of this Promissory Note Certificate, but not before that date that is one (1) year from the date of this Promissory Note Certificate, the principal sum of _____ Dollars ($_____) with interest both before and after demand, default or judgment, from the date hereof at the rate of 8% per annum. Interest shall be calculated monthly in arrears on the last day of each month and shall be payable to the Lender semi-annually.

Cleanviro waives presentment for payment, demand, notice of dishonour, or protest. None of the terms or provisions hereof may be waived, altered, modified or amended orally, by course of conduct, dealing or performance or otherwise, except as the Lender may specifically agree in writing.

Cleanviro agrees that this Note is governed by the laws of the Province of British Columbia.

Cleanviro represents and warrants to the Lender that the execution, delivery and performance of this Note has been duly authorized by all necessary and appropriate action on the part of Cleanviro and that this Note is a legal, valid, binding and enforceable obligation of Cleanviro.

CLEANVIRO TECH CORP., in its capacity as General Partner of CleanViro Limited Partnership

Per: _____

SCHEDULE "B"
Amended and Restated Investment Agreement Dated September 11, 2013

AMENDED AND RESTATED INVESTMENT AGREEMENT

THIS Amended and Restated Investment Agreement (the "**Agreement**") is dated for reference the 11th day of September, 2013,

BETWEEN:

> **CleanViro Limited Partnership**, a limited partnership formed pursuant to the laws of the Province of British Columbia (the "**Partnership**") by its general partner, CleanViro Tech Corp.
>
> ("**CleanViro LP**")

AND:

> **SMG Asset Co. Ltd.,** a corporation incorporated pursuant to the laws of South Korea (hereinafter called "**SMG Asset**")
>
> (each a "**Party**" and together the "**Parties**")

WHEREAS:

1. CleanViro LP has or will purchase debt and/or shares of SMG Asset.

2. The Parties have agreed to enter into this Agreement in order to record their respective rights and obligations in connection with the ownership, management and sale of the Interest and with each Parties' respective Participating Interests (as defined in Section 8.1 hereof).

In consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words or expressions shall have the following meanings:

"Affiliate" means a Person who is affiliated with the Person who is the object of the description for the purposes of the BCBCA;

"Agreement" means this Amended and Restated Investment Agreement, including the Schedules to this Agreement, as amended or supplemented from time to time, and "herein", "hereby", "hereof", "hereunder", "hereto" and similar expressions mean or refer to this Agreement and not to any particular provision of this Agreement;

"BCBCA" means the *Business Corporations Act* (British Columbia);

"**Business Day**" means a day which is not a Saturday, Sunday or a legal holiday in the City of Richmond, British Columbia or Seoul, Korea;

"**CleanViro Business**" means the environmental remediation business being carried out by Geoenvirotech;

"**CleanViro Business Assets**" means all rights, privileges and obligations appurtenant to the CleanViro Business, and includes all of the CleanViro Business, all money, bank accounts, personal property and property of every manner and description acquired in connection with the CleanViro Business and management thereof;

"**CleanViro LP**" means CleanViro Limited Partnership which is a limited partnership formed under the laws of British Columbia. CleanViro LP intends to acquire and hold shares or debt in SMG Asset Co. Ltd. which in turn will acquire shares or otherwise invest in Geoenvirotech, a corporation formed in South Korea which has acquired the assets of an environmental remediation business (the "**CleanViro Business**") or otherwise invest in the CleanViro Business;

"**Closing Date**" has the meaning ascribed thereto in Section 8.4;

"**Concept Planning**" means those pre-development actions initiated to (i) conduct planning studies to assess the potential of the CleanViro Business; (ii) prepare a business plan for the CleanViro Business; and (iii) pursue local governmental planning and regulatory approvals necessary to implement the business plan;

"**Excise Tax Act**" means the *Excise Tax Act* (Canada);

"**Geoenvirotec**" means Geoenvirotec Co. Ltd., a corporation incorporated pursuant to the laws of South Korea;

"**Income Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

"**Interest"** means the debt or shares of SMG Asset to be acquired by CleanViro LP pursuant to the Phase One Funding Program, the Phase Two Funding Program, or both;

"**Partnership"** means CleanViro Limited Partnership, a limited partnership formed pursuant to the laws of the Province of British Columbia;

"**Party**" means a Party to this Agreement;

"Person" means any "person" or "company" as such terms are defined in the *Securities Act* (British Columbia);

"**Phase One Funding Program**" means investments made by CleanViro LP to SMG Asset between the period of November 18, 2008 and July 31, 2013;

"**Phase Two Funding Program**" means investments made by CleanViro LP to SMG Asset on or after August 1, 2013;

"**Prime Rate"** means the annual rate of interest announced from time to time by HSBC Bank Canada as being its reference rate then in effect for determining interest rates on Canadian dollar denominated commercial loans made by HSBC Bank Canada in Canada; and

"**SMG Asset**" means SMG Asset Co. Ltd. a corporation incorporated pursuant to the laws of South Korea which is an affiliate of CleanViro LP.

1.2 **Headings**

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 **Section References**

Unless the contrary intention appears, references in this Agreement to an Article or Section by number or letter or both refer to the Article or Section, respectively, bearing that designation in this Agreement.

1.4 **Number and Gender**

In this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa; and words importing gender include all genders.

1.5 **Date for Actions**

In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 **Statutes**

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations or other administrative authority promulgated thereunder from time to time in effect.

ARTICLE 2
PURPOSE AND TERM

2.1 **Purpose**

This Agreement is entered into by the Parties for the purpose of setting forth the terms and conditions pursuant to which:

(a) CleanViro LP will hold the Interest as an investment, and eventually sell or otherwise dispose of the Interest;

(b) SMG Asset will invest the monies in the CleanViro Business and perform such other activities as may be incidental to or arise from the foregoing purpose as may be reasonably determined by SMG Asset as manager of the CleanViro Business, including without limitation participating in Concept Planning, active management and promotion; and

(c) SMG Asset will make semi-annual interest or dividend payments to CleanViro LP. For Interests that were acquired pursuant to the Phase One Funding Program, the semi-annual interest or dividend payment will commence on June 30, 2009 and SMG Asset guarantees the repayment of the original investment by June 30, 2015. For Interests that were acquired pursuant to the Phase Two Funding Program, the semi-annual interest or dividend payment will commence on September 30, 2013 and SMG Asset guarantees the repayment of the original investment by June 30, 2019.

2.2 **Term**

The term of this Agreement shall commence as and from the date of execution of this Agreement and shall continue in force until all of the Interest has been repaid or repurchased by SMG Asset pursuant to the terms hereof.

ARTICLE 3
SCOPE OF THE INVESTMENT IN THE INTEREST AND PARTY'S AUTHORITY

3.1 **No Partnership**

This Agreement shall not be construed as creating a partnership, joint venture or any other relationship between SMG Asset other than the relationship of creditor and debtor or corporation and shareholder with respect to the Interest and the CleanViro Business.

3.2 **Limit on Other Business**

Each of the Parties shall devote such time as may be required to fulfil any obligation assumed by it hereunder, but each of the Parties shall be at liberty to engage in any other business or activity outside the ownership and management of the Interest and the CleanViro Business.

3.3 **Limit on Authority to Act**

Except as otherwise expressly and specifically provided in this Agreement, no Party to this Agreement shall have any authority to act for, or assume any obligation or responsibility on behalf of the other Party and each of the Parties shall indemnify and save harmless the other Party from any and all liability, obligation, claim or loss resulting from any unauthorized act of such Party with respect to the CleanViro Business or management thereof.

ARTICLE 4
GUARANTEED PAYMENTS

4.1 SMG Asset will pay semi-annual interest or dividend payments to CleanViro LP, in respect of Interests acquired pursuant to the Phase One Funding Program and the Phase Two Funding Program, commencing on June 30, 2009 and September 30, 2013, respectively, in an amount equivalent to interest calculated at a rate of 8% per annum on the amount invested by CleanViro LP in SMG Asset.

4.2 For the portion of the investment made by CleanViro LP in SMG Asset which is equity, SMG Asset will make semi-annual dividend payments to CleanViro LP in respect of Interests acquired pursuant to the Phase One Funding Program and the Phase Two Funding Program commencing on June 30, 2009 and September 30, 2013, respectively, which payments will be calculated to match the return set out in clause 4.1 herein after deducting any applicable withholdings taxes. The Parties expect that this will result in a dividend rate payable under Phase One Funding Program and Phase Two Funding Program of approximately 6.8% per annum. This is because the withholding tax rate on dividend payments is expected to be lower than the withholding tax rate on interest payments.

4.3 SMG Asset will repay the debt or repurchase the equity acquired by CleanViro LP by June 30, 2015 in respect of Interests acquired pursuant to the Phase One Funding Program and by June 30, 2019 in respect of Interests acquired pursuant to the Phase Two Funding Program.

4.4 If the CleanViro Business is profitable, SMG Asset shall pay an additional return which SMG Asset will determine at is sole discretion.

ARTICLE 5
MANAGEMENT OF THE CLEANVIRO BUSINESS

5.1 Management of the CleanViro Business

SMG Asset shall, subject to the provisions of this Agreement, manage, control and make all decisions regarding the CleanViro Business and the management thereof.

5.2 Duties of SMG Asset as Manager

SMG Asset covenants that it will exercise its powers and discharge its duties as manager of the CleanViro Business under this Agreement honestly, in good faith, and in the best interests of the Parties, and that it will exercise the care, diligence and skill of a reasonably prudent person. SMG Asset will be entitled to retain advisors, experts and consultants to assist it in the exercise of its powers and the performance of its duties hereunder.

5.3 Transactions Involving Affiliates

The validity of a transaction, agreement or payment involving the CleanViro Business and an Affiliate of SMG Asset is not affected by reason of the relationship between SMG Asset and the Affiliate.

5.4 **Safekeeping of CleanViro Business Assets**

SMG Asset is responsible for the safekeeping and use of all of the funds relating to the CleanViro Business.

5.5 **Powers of SMG Asset as Manager**

Subject only to those powers which require unanimous consent of the Parties pursuant to Section 5.6, SMG Asset shall have the power and authority to manage and control the CleanViro Business and to do, or cause to be done, on behalf of and in the name of the Parties any and all acts necessary, convenient or incidental to the ownership and management of the CleanViro Business without further approval of the Parties, including without limitation the power and authority:

(a) to apply for and obtain any and all necessary financing required to carry out the purposes of the ownership and management of the CleanViro Business, and to grant such mortgages, deeds of trust, security interests and other encumbrances and charges on the CleanViro Business and any other CleanViro Business Assets as SMG Asset may deem necessary or advisable in connection with such financing;

(b) to negotiate, enter into, execute and carry out agreements by or on behalf of the Parties involving matters or transactions that are necessary or appropriate for or incidental to, carrying on the affairs relating to the CleanViro Business and the management thereof;

(c) to manage, lease, administer, conserve and dispose of (subject to the provisions of Section 5.6) the CleanViro Business and any and all other CleanViro Business Assets;

(d) to conclude agreements with third Parties, including Affiliates of and any other Parties related to SMG Asset, so that services may be rendered to the Parties, and to delegate to any such Person any power or authority of SMG Asset hereunder where, in the discretion of SMG Asset, it would be in the best interests of the Parties to do so (provided that such agreement or delegation will not relieve SMG Asset of any of its obligations hereunder);

(e) to decide in its sole and entire discretion the time at which the CleanViro Business Assets shall be distributed to the Parties and the amount of any such distribution;

(f) to make any election, determination, application or designation with respect to the CleanViro Business on behalf of the Parties that may be made under the Income Tax Act, the Excise Tax Act, any other similar legislation of a province or territory of Canada, or any similar legislation of a state or other political subdivision of any foreign country or any and all applications for governmental grants or other incentives;

(g) to execute any and all deeds, documents and instruments and to do all acts as may be necessary or desirable in the opinion of SMG Asset to carry out the intent and the purpose of this Agreement; and

(h) to make any necessary withholdings and remittances of taxes in respect of allocations or distributions to the Parties;

and SMG Asset may contract with any Person, including an Affiliate of SMG Asset, to carry out any of the duties of SMG Asset and may delegate to such Person any power and authority of SMG Asset hereunder, but no such contract or delegation shall relieve SMG Asset of any of its duties or obligations hereunder as manager of the CleanViro Business.

5.6 **Fundamental Decisions**

Notwithstanding Section 5.5, the Parties agree that the following powers will only be exercisable by the unanimous consent of the Parties:

(a) effecting the sale, transfer or other disposition (excluding leases) of all or substantially all of the CleanViro Business.

5.7 **Liability of SMG Asset to CleanViro LP**

Except for gross negligence, wilful misconduct or fraudulent acts, SMG Asset shall not be liable to CleanViro LP, in connection with the performance of its duties as manager of the CleanViro Business, for:

(a) any mistakes or errors in judgment; or

(b) any act or omission believed in good faith to be within the scope of its authority as manager of the CleanViro Business conferred by this Agreement.

5.8 **Indemnity by SMG Asset**

SMG Asset shall indemnify and hold harmless CleanViro LP from and against all costs incurred and damages suffered by CleanViro LP as a result of gross negligence, wilful misconduct or fraudulent act by SMG Asset or as a result of any act or omission by SMG Asset not believed in good faith by SMG Asset to be within the scope of its authority as manager of the CleanViro Business conferred by this Agreement.

ARTICLE 6
ACCOUNTING AND DISTRIBUTIONS

6.1 **Books and Records**

The books and records related to the CleanViro Business and the management thereof shall be maintained and kept at the offices of SMG Asset in South Korea.

6.2 **Examination of Accounts**

In the event that SMG Asset fails to pay the monies owed to CleanViro LP pursuant to this Agreement, CleanViro LP shall have the right at all reasonable times during usual business hours to audit, examine and make copies of or extracts from the books of account, records and other documents or papers kept in connection with the CleanViro Business. Such right may be exercised through any agent or employee of CleanViro LP designated by it, or by a chartered accountant designated by CleanViro LP. CleanViro LP shall bear all third party expenses incurred in any examination made for its account. In all other circumstances CleanViro LP has no right to audit, examine and make copies or extracts from the books of account, records and other documents or papers kept in connection with the CleanViro Business**.**

6.3 **Distribution of Cash**

Subject to the terms hereof, SMG Asset shall collect all income, rentals, receipts and revenues derived from the CleanViro Business or relating to the CleanViro Business Assets and shall pay, use and apply such revenues collected with respect to the CleanViro Business in the following manner and descending order of priority:

(a) in payment of all proper operating costs and expenses incurred in connection with the CleanViro Business (including any applicable taxes) and a reasonable reserve for working capital, as determined by SMG Asset;

(b) in payment of interest and principal as and when due under any bank credit or financing of the CleanViro Business;

(c) in payment of interest and principal or dividend and repurchase amounts due to CleanViro LP pursuant to this Agreement; and

(d) the balance, if any, shall be distributed to the Parties in accordance with their respective interests in the CleanViro Business.

6.4 **Holdbacks**

Notwithstanding anything to the contrary herein, SMG Asset may hold back a sum sufficient to pay any costs and expenses (including deferred costs and prepaid expenses) which may fall due and become payable in connection with the operation and management of the CleanViro Business prior to the next receipt of monies.

6.5 **Statements**

SMG Asset may provide such statements of the CleanViro Business to CleanViro LP as it chooses in its sole discretion provided that it pays the amounts due to CleanViro LP pursuant to this Agreement. In the event that it fails to pay such amounts when due CleanViro LP may require that SMG Asset shall provide to CleanViro LP annual audited financial statements within 3 months of the end of each fiscal year.

6.6 **Audit and Auditors**

The financial statements relating to the CleanViro Business shall be prepared on a notice to reader basis on an annual basis and the accountants in respect of the CleanViro Business shall be selected by SMG Asset unless written notice is provided pursuant to clause 6.5 herein in which event the financial statements shall be audited by an auditor selected by SMG Asset.

ARTICLE 7
RESTRICTIONS ON TRANSFER

7.1 **Restriction on Transfer and Alternative Financing**

CleanViro LP shall not mortgage or encumber or sell, transfer or otherwise dispose of the whole or any part of its Interest to another person, firm or corporation without the prior written consent of SMG Asset, which consent may not be withheld unreasonably. SMG Asset acknowledges that it may be necessary or advisable for CleanViro LP to obtain financing from a third Party for the purposes of funding the expenses of CleanViro LP in relation to its operations and/or to fund the costs of Concept Planning and to grant security in relation to such financing. Notwithstanding any other term of this Agreement, SMG Asset confirms that it will consent to any such secured financing up to an amount equal to up to $1,000,000.00 and to the registration of security against CleanViro LP's Interest in respect of such financing as a charge, provided that such financing and security is on terms that are commercially reasonable to CleanViro LP.

ARTICLE 8
BANKRUPTCY OR OTHER INVOLUNTARY TRANSFERS

8.1 **Option**

In the event of the bankruptcy, insolvency, winding-up or liquidation of a Party or if a receiver is appointed in respect of the whole or substantially the whole of the assets of a Party or in the event of a transfer, voluntary or involuntary, by a Party of any part of its Interest or its interest in the CleanViro Business to any creditor in total or partial satisfaction of any debt, obligation, judgment or other liability (any trustee, liquidator or receiver of such Party, or its assets, or any such creditor being hereinafter referred to as the "**Involuntary Transferee**" and the bankrupt or insolvent Party, or the Party whose such Interest or interest in the CleanViro Business or any part thereof passes to the Involuntary Transferee being hereinafter referred to as the "**Insolvent Party**" and the other Party being hereinafter referred to as the "**Solvent Party**"), the Solvent Party shall have the sole, exclusive and irrevocable option to purchase all but not less than all of the Insolvent Party's Interest or interest in the CleanViro Business (the "**Participating Interest**") from the Involuntary Transferee. The option shall be exercisable by the Solvent Party within the later of:

(a) 90 days following the vesting or transfer of the such Participating Interest or any part thereof to the Involuntary Transferee; or

(b) 30 days following the determination of the Option Price provided for in Section 8.3;

provided that nothing in this Section 8.1 shall remove the obligation to obtain the consent required in Section 7.1 with respect to a voluntary transfer of a Participating Interest or any part thereof or interest therein.

8.2 **Exercise of Option**

The option shall be exercised by the Solvent Party within the time provided in Section 8.1 by written notice to both the Insolvent Party and the Involuntary Transferee. The written notice to the Insolvent Party and the Involuntary Transferee and the written notice evidencing the exercise of the option together with this Agreement shall be deemed and construed to be a binding agreement of purchase and sale to be completed in the manner provided for in this Article 8. If the option is not exercised by the Solvent Party by written notice within the time provided in Section 8.1, the option shall be null and void.

8.3 **Option Price**

The price of the Insolvent Party's Participating Interest shall be the fair market value of the Insolvent Party's Participating Interest as of the date of the vesting or transfer thereof to the Involuntary Transferee net of liability and net of any sales commissions and any applicable taxes that would otherwise be payable (hereinafter referred to as the "**Option Price**"). Fair market value shall be determined by independent appraisal by an appraiser having been ordinarily engaged in the business of business appraisal in South Korea for a period of at least ten (10) years, which appraisal shall be final and binding upon the Parties. If the Parties cannot agree on the appointment of an independent appraiser, the appointment shall be determined by arbitration pursuant to the provisions of the Arbitration Act of British Columbia.

8.4 **Transfer**

If the Solvent Party exercises the option as herein provided, the conveyance of the Insolvent Party's Participating Interest to it by the Involuntary Transferee shall take place on the last day of the second month following the month in which the Solvent Party exercises the option (the "**Closing Date**").

8.5 **Payment of Option Price**

The Option Price payable by the Solvent Party shall be paid or satisfied as follows, subject to any applicable withholding taxes:

(a) an amount equal to ten (10%) percent of the Option Price shall be paid by the Solvent Party to the Involuntary Transferee as a deposit by certified cheque and shall accompany such Solvent Party's written notice electing to exercise the option;

(b) a further amount equal to ten (10%) percent of the Option Price shall be paid by Solvent Party to the Involuntary Transferee by certified cheque on the Closing Date; and

(c) the balance of the Option Price (namely eighty (80%) percent of the Option Price) shall be paid to the Involuntary Transferee in four (4) equal annual instalments due and payable respectively on the first, second, third and fourth anniversaries of the Closing Date together with interest on the outstanding balance of the Option Price calculated and paid annually at the rate equal to Prime Rate. Interest payments shall be made concurrently with the annual instalments of the Option Price. The Parties agree that in addition to the Option Price, the Solvent Party shall also assume in consideration of the conveyance to it of the Insolvent Party's Participating Interest, the Insolvent Party's proportionate share of the principal balance outstanding pursuant to any mortgage or other balance outstanding pursuant to any mortgage or other charge against the Interest at the Closing Date. The Solvent Party may, at its option, prepay all or any part of the balance of the Option Price at any time without notice, bonus or penalty.

ARTICLE 9
ADDITIONAL PROVISIONS RESPECTING SALES

9.1 Power of Attorney

If either Party has properly exercised its rights to acquire a Participating Interest as provided for herein (such Party being hereinafter referred to as the "**Purchase**r") and is not in default hereunder, and on the Closing Date the Party who is selling its Participating Interest (hereinafter referred to as the "**Vendor**") shall neglect or refuse to complete the transaction, the Purchaser upon such default (without prejudice to any other right which it may have), upon payment by it of the purchase price required to be paid to the credit of the Vendor in a bank account established by SMG Asset as manager of the CleanViro Business or with the solicitors for the Purchaser, shall have the right to complete the transaction as aforesaid for and on behalf of and in the name of the Vendor, and the Vendor hereby irrevocably appoints the Purchaser the true and lawful attorney of the Vendor to complete the said transaction and execute any and all documents necessary in that behalf.

9.2 Tender

Notwithstanding any other provision of this Agreement, any tender of documents or funds by a Vendor or Purchaser shall be sufficiently made upon the Vendor or Purchaser if made upon its solicitors.

9.3 Novation

Notwithstanding any other provision of this Agreement, it is agreed that no Party shall sell, dispose of or alienate its Participating Interest to any Person who is not already a Party to this Agreement or bound hereby, unless such Person shall execute and deliver an appropriate instrument in writing in favour of the Parties whereby such Person shall agree to observe and be bound by all the provisions hereof as if that Person had been a Party hereto in the first instance.

9.4 **No Redemption**

Nothing contained in this Agreement shall be read or construed as a foreclosure giving rise to any equity of redemption, the same being hereby specifically negated.

ARTICLE 10
DISPUTE RESOUTION

10.1 **Representative**

Each Party shall name a "representative" who may be replaced at any time, to whom any disputes between the Parties shall be initially submitted.

10.2 **Dispute**

In the event of a dispute in respect of a matter hereunder which requires a decision of the Parties, the Parties irrevocably undertake to adopt the following procedures rather than seek recourse to the courts, save as herein expressly provided:

(a) the representatives shall in first instance use their best efforts to seek to resolve the dispute;

(b) in the event of failure to resolve, the dispute will be submitted to the chief executive officers or their designates of each Party who shall jointly use their best efforts to resolve the dispute; and

(c) if the foregoing attempts to resolve the dispute have been exhausted, then either Party may resort to binding arbitration. The Parties shall in such event, either agree to a single arbitrator or each shall name an arbitrator within 10 working days of a notice by either Party requesting such action. If either Party fails to name an arbitrator as herein required, the arbitrator appointed by the other Party shall be deemed to be the arbitrator of each of the Parties. The arbitrator(s) shall proceed with all due dispatch, hear the dispute and follow procedures in accordance with the Arbitration Act (British Columbia).

ARTICLE 11
WARRANTIES AND REPRESENTATIONS

11.1 **Warranties and Representations**

Each Party represents and warrants to the other Party that:

(a) it is duly incorporated or formed, as applicable, and is organized and validly subsisting under the laws of the jurisdiction of its incorporation or formation, as applicable, and is qualified to carry on business in the jurisdiction where it is carrying on business;

(b) it has full power and authority to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement;

(c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated will conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a Party, and

(d) the execution and delivery of this Agreement and the agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents.

ARTICLE 12
GENERAL PROVISIONS

12.1 **Notices**

Any notice or other instrument required or permitted to be given under this Agreement shall be in writing and may be given by delivery or by fax, telecommunication device, or other similar form of electronic communication to the Parties at the following addresses:

(a) if to CleanViro LP:
CleanViro Limited Partnership
c/o CleanViro Tech Corp.
#301-958 West 8th, Vancouver B.C, V4Z 1E3
Attention: Jung Moon, President of Cleanviro Tech Corp.
Fax No.: 604-568-9830

(b) if to SMG Asset:
SMG Asset Co. Ltd.
c/o McCullough O'Connor Irwin LLP
Attention: Kevin Hisko
Suite 2600, Oceanic Plaza
1066 West Hastings Street
Vancouver, BC V6E 3X1
Fax No.: (604) 687-7099

Any notice, direction or instrument shall:

(i) if delivered by hand or courier, be deemed to have been given or made at the time of delivery; and

(ii) if sent by fax, telecommunication device or other similar form of electronic communication, be deemed to have been given or made on the first Business Day following the day on which it was sent.

Any Party may give written notice of change of its address in the same manner, in which event that notice shall thereafter be given to it as above provided at that changed address.

12.2 **Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia, and the Parties hereby submit to and attorn to the non-exclusive jurisdiction of the Courts of the Province of British Columbia.

12.3 **Further Assurances**

The Parties shall do, or cause to be done, all such further acts and things, including the obtaining of any necessary approvals, and shall execute, or cause to be executed, all such further deeds, documents and instruments as may be reasonably necessary for the purpose of giving effect to the provisions of this Agreement.

12.4 **Amendments**

Neither this Agreement nor any provision hereof may be amended, waived, discharged, or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the amendment, waiver, discharge, or termination is sought.

12.5 **Time of Essence**

Time is expressly declared to be of the essence of this Agreement in respect of all payments to be made hereunder and all covenants and agreements to be performed and fulfilled.

12.6 **Entire Agreement**

This Agreement embodies the entire agreement and understanding between the Parties and supersedes all prior agreements and undertakings whether oral or written relative to the subject matter hereof.

12.7 **No Waiver**

No consent or waiver, express or implied, by any Party to or of any breach or default by any other Party in the performance by the other of its obligations hereunder shall be deemed or construed to be consent or waiver to or of any other breach or default in the performance by such other Party of the same or of any other obligations of such Party hereunder. Failure on the part of any Party to complain of any act or failure to act on the part of any other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.

12.8 **Severability**

If any covenant or obligation of any Party contained herein, or if any provision of this Agreement or its application to any Person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such covenant or obligation to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each provision and each covenant and obligation contained in this Agreement shall be separately valid and enforceable, to the fullest extent permitted by law or at equity.

to Persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each provision and each covenant and obligation contained in this Agreement shall be separately valid and enforceable, to the fullest extent permitted by law or at equity.

12.9 **Parties In Interest**

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

12.10 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which taken together constitute one and the same instrument. Any Party may execute this Agreement by signing a counterpart of it.

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

Cleanviro Limited Partnership by its
General Partner, Cleanviro Tech Corp.

Per: _____
Authorized Signatory

SMG Asset Co. Ltd.

Per: _____
Authorized Signatory

SCHEDULE "C"
Promissory Note Certificate

Promissory Note
Certificate No.____

PROMISSORY NOTE CERTIFICATE

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (i) , AND (ii) THE DATE THE PARTNERSHIP BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY. THE PARTNERSHIP DOES NOT CURRENTLY INTEND TO BECOME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

CleanViro Limited Partnership
(a limited partnership formed under the laws of the Province of British Columbia)

Amount: $<@> <[DATE]>

For value received, **CLEANVIRO LIMITED PARTNERSHIP** ("**Cleanviro**"), promises to pay to _____(the "**Lender**"), on or before that date that is three (3) years from the date of this Promissory Note Certificate, but not before that date that is one (1) year from the date of this Promissory Note Certificate, the principal sum of _____ Dollars ($_____) with interest both before and after demand, default or judgment, from the date hereof at the rate of 8% per annum. Interest shall be calculated monthly in arrears on the last day of each month and shall be payable to the Lender semi-annually.

Cleanviro waives presentment for payment, demand, notice of dishonour, or protest. None of the terms or provisions hereof may be waived, altered, modified or amended orally, by course of conduct, dealing or performance or otherwise, except as the Lender may specifically agree in writing.

Cleanviro agrees that this Note is governed by the laws of the Province of British Columbia.

Cleanviro represents and warrants to the Lender that the execution, delivery and performance of this Note has been duly authorized by all necessary and appropriate action on the part of Cleanviro and that this Note is a legal, valid, binding and enforceable obligation of Cleanviro.

CLEANVIRO TECH CORP., in its capacity as General Partner of CleanViro Limited Partnership

Per: _____