

REVERSE MERGE AGREEMENT

AMONG

GREEN AND HILL INDUSTRIES, INC.

AND

REBAGLIATI GOLD ENTERPRISES, INC.

March 3, 2014

REVERSE MERGE AGREEMENT

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of March 3, 2014 (the "Agreement Date") by and among Green and Hill Industries, Inc., a Nevada corporation ("Acquirer"), and Rebagliati Gold Enterprises, Inc., an Ontario corporation (the "Company").

RECITALS

A. The Boards of Directors of Acquirer, and the Company have determined that the Merger is advisable and in the best interests of their respective companies and stockholders, have approved and declared advisable this Agreement and, accordingly, have agreed to effect the Merger.

B. Acquirer and the Company desire to make certain representations, warranties, covenants and agreements in connection with this Agreement and to prescribe various conditions to their obligations under this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

ARTICLE 1: THE MERGER

1 The Merger.

1.1 Reverse Merger. At the Effective Time and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the Nevada Law, Rebagliati Gold Enterprises, Inc., shall be merged with and into Green and Hill Industries, Inc., (the "Reverse Merger"), Rebagliati Gold Enterprises, Inc., shall continue as the surviving corporation.

1.2 Share Structure. Rebagliati Gold Enterprises, Inc., would acquire 70% of the outstanding common shares of Green and Hill Industries Inc., (the "Transaction"). As a result of the Transaction, Rebagliati Gold Enterprises, Inc., becomes the surviving company.

1.3 Description of Share Transfer. Lorne Green, CEO of Green and Hill Industries Inc., with the assistance of Melanie Green will reassign 70,797,449 of affiliated common shares of Green and Hill Industries Inc., to the management of Rebagliati Gold Enterprises, Inc. The shares will be divided between Ross Rebagliati and Patrick Smyth. The share transfer will result in Ross Rebagliati becomes owner of 49,805,015 common shares and Patrick Smyth becomes owner of 20,992,434 common shares. Both Patrick Smyth and Ross Rebagliati will keep their shares in certificate form and refrain from selling, reassigning or pledging their shares for 12 months.

1.4 Issuance of Preferred shares. A new Class of preferred shares will be created and issued to existing shareholders of Rebagliati Gold Enterprises, Inc. The new class of preferred shares will be categorized as class B preferred shares and will be restricted for one year. Each class B preferred shares can be converted into one common share only after February 28th 2015. Details of the shareholders to receive the new class of preferred shares are described in Appendix A.

1.5 Existing Outstanding preferred shares: Currently Lorne Green is the owner of all (100%) Class A preferred shares. These shares will be given back to the treasury and canceled.

1.6 Transfer Restrictions. Certificates evidencing the shares of Common Stock (the "Legend Shares") shall each bear any legend as required by the "blue sky" laws of any state and a restrictive legend in substantially the following form, until such time as they are not required:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OR (B) AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS OR BLUE SKY LAWS AS EVIDENCED BY A LEGAL OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND ITS TRANSFER AGENT OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT.

1.7 Public Statement. As soon as practicable (but in no event later than ten days) after the Effective Time, Acquirer shall deliver to the holders of Company Options appropriate notices setting forth such holders' rights pursuant to the Company Plan and that the agreements evidencing such options shall continue in effect on the same terms and conditions. As soon as practicable (but in no event later than ten (10) days) after the Effective Time, Acquirer shall file a registration statement (or any successor or other appropriate forms) with respect to the Reverse Merge.

1.8 Taxes Matters. The parties acknowledge their respective desire to structure the Merger to constitute a “reorganization” within the meaning of Section 368(a) of the Code; provided, however, that such tax treatment shall not be a condition to either party’s obligation to close the transactions contemplated herein; provided, further, that the foregoing statement shall in no event affect the requirement that the conditions to Closing set forth.

1.9 Post Existing Management. Post-merger, Lorne Green will remain on the board of directors for a period of 12 months. He will also retain his position as treasury for 12 months. He will be given full access to the transfer agent and the surviving company will need a co-signature from Lorne Green to approve any issuance of shares and lifting of restrictions.

ARTICLE 2

2 DEBT & FINANCING

2.1 Private Placement. The Company and the Investor agree that the Investor will finance the company at a share price equal to the best bid. purchase from the Company and the Company will issue and sell to the Investor for an aggregate purchase price of US\$450,000 and 30% of the common shares (the “Purchase Price”), an aggregate of 100% of the Company's common stock (the “Common Stock”).

The scheduled financing of the Company is set forth below:

- i) \$25,000 at signing
- ii) \$25,000 by March 15th, 2014
- iii) \$200,000 by April 1st, 2014
- iv) \$50,000 upon initial marijuana sales (need to be achieved before 2015)
- v) \$50,000 once marijuana sales exceed \$250,000 (need to be achieved before 2015)
- vi) \$100,000 once sales exceed \$2,000,000 a fiscal year (need to be achieved before 2016)

The Private placement will be deposited in a separate account maintained by and under the name of the Company, and the funds will be transferred to the Company operating account upon acceptance of the Securities Purchase Agreement by the Company.

2.2 Existing Debt. The company has current outstanding Debt in which the organization has restructured its debt. As a result, all debt holders forgo any demand and security of the outstanding debt. The debt will continuously be reflected in the financial statements for three years. After three years the board will have the right to force a conversion of all outstanding debt at a conversion price of \$1.00 USD.

ARTICLE 3

3. REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Acquirer that concurrently herewith (the “Company Disclosure Letter”) referencing a representation, warranty or statement herein, each of the representations, warranties and statements contained in the following Sections of this Article 3 is true and correct as of the Agreement Date and shall be true and correct on and as of the Closing Date. For all purposes of this Agreement, the statements contained in the Company Disclosure Letter and its Schedules shall also be deemed to be representations and warranties made and given by the Company under this Article 3. Information disclosed in any numbered or lettered part of the Company Disclosure Letter shall be deemed to relate to and to qualify the particular provision set forth in the corresponding numbered or lettered section of this Agreement and any other provision to which the relevance of such information is readily apparent from the text of such disclosure.

3.1 Organization and Good Standing. The Company and each of its Subsidiaries (if applicable) is a corporation or other organization duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization. The Company and each of its Subsidiaries have the corporate power and authority to own, operate and lease its properties and to carry on the Company Business. The Company and each of its Subsidiaries is duly qualified or licensed to do business, and is in good standing, in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its activities makes such qualification or licensing necessary, except where the failure to be so qualified or licensed would not individually or in the aggregate have a Material Adverse Effect on the Company. The Company has delivered to Acquirer’s legal counsel true and complete copies of (i) the Certificate of Incorporation (including any Certificates of Designation) and Bylaws of Company, each as amended to date and (ii) the certificate of incorporation and bylaws, or like organizational documents of each of its Subsidiaries (collectively with the documents identified in clause 3.1(i) above, the “Company Charter Documents”), and each such instrument is in full force and effect. Neither the Company nor any Subsidiary is in violation of any of the provisions of any of the Company Charter Documents

3.3 Power, Authorization and Validity.

3.3.1 Power and Authority. The Company has all requisite corporate power and authority to enter into, execute, deliver and perform its obligations under this Agreement and each of the Company Ancillary Agreements and, subject to approval and adoption of this Agreement by holders of (a) at least a majority of the outstanding shares of Company Common Stock, (b) at least a majority of the outstanding shares of Company Preferred Stock and (c) at least a majority of the outstanding shares of Company Common Stock and Company Preferred Stock, voting together as a single class, to consummate the Merger and the other transactions contemplated hereby and thereby. The Merger and the execution, delivery and performance by the Company of this Agreement, each of the Company Ancillary Agreements and all other agreements, transactions and actions contemplated hereby or thereby, have been duly and validly approved and authorized by the Company’s Board of Directors. The Company and

the Company Stockholders have executed and delivered to Acquirer the Voting Agreement pursuant to which such Company Stockholders have agreed to vote their shares of Company Stock in favor of the adoption and approval of the Merger Agreement and the Merger, which votes are sufficient to obtain the Company Stockholder Approval, and to convert all outstanding shares of Company Preferred Stock into Company Common Stock effective immediately prior to the Effective Time.

3.3.2 No Consents. No consent, approval, order or authorization of, or registration, declaration or filing with, any court, administrative or other agency, commission or other governmental entity, department, division, unit, branch or authority (each, a “Governmental Authority”), or any other person, governmental or otherwise, is necessary or required to be made or obtained by the Company to enable the Company to lawfully execute and deliver, enter into, and perform its obligations under this Agreement and each of the Company Ancillary Agreements or to consummate the Merger or the other transactions contemplated hereby and such other filings, if any, as may be required in order for the Company to comply with applicable federal and state/provincial securities laws.

3.3.3 Enforceability. This Agreement has been duly executed and delivered by the Company. This Agreement and each of the Company Ancillary Agreements are, or when executed by the Company shall be, valid and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, subject to the effect of (a) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to rights of creditors generally and (b) rules of law and equity governing specific performance, injunctive relief and other equitable remedies.

3.4 No Conflict. Neither the execution and delivery of this Agreement or any of the Company Ancillary Agreements by the Company, nor the consummation of the Merger or any other transaction contemplated hereby or thereby, shall conflict with, or (with or without notice or lapse of time, or both) result in a termination, breach, impairment or violation of, or constitute a default under: (a) any provision of the Certificate of Incorporation or Bylaws of the Company, each as currently in effect; (b) (i) any federal, state, local or foreign judgment, writ, decree, order, in each case, applicable to the Company, any Subsidiary or any of their respective assets or properties or (ii) any law, statute, rule or regulation in any material respect, in each case, applicable to the Company, any Subsidiary, or any of their respective material assets or properties; or (c) any material Contract, instrument, permit, mortgage, lease, license, understanding, letter of intent or memorandum of understanding (whether written or oral), to which the Company or any Subsidiary is a party or by which the Company, any Subsidiary, or any of their respective material assets or properties are bound. Neither the Company’s entering into this Agreement or the Company Ancillary Agreements nor the consummation of the Merger or the other transactions contemplated hereby and thereby shall give rise to, or trigger the application of, any material rights of any third party that would come into effect upon the consummation of the Merger. The consummation of the Merger by the Company does not require the consent, release, waiver or approval of any third party (including the consent of any party required to be obtained in order to keep any material agreement between such party and the Company or any Subsidiary in effect following the Merger or to provide that the Company or any Subsidiary is not in

material breach or material violation of any such agreement following the Merger), other than the Company Stockholder Approval.

3.5 Litigation. There is no action, suit, arbitration, mediation, proceeding or claim pending against the Company or any Subsidiary (or against any officer, director, employee or agent of the Company or any Subsidiary in their capacity as such or relating to their employment, services or relationship with the Company or any Subsidiary) before any court, Governmental Authority, arbitrator or mediator. To the Company's knowledge, no action, suit, arbitration, mediation, proceeding, claim or investigation has been threatened, and there is no investigation by any Governmental Authority pending, against the Company or any Subsidiary (or against any officer, director, employee or agent of the Company or any Subsidiary in their capacity as such or relating to their employment, services or relationship with the Company or any Subsidiary) before any court, Governmental Authority, arbitrator or mediator. There is no judgment, decree, injunction, ruling or order of any court, Governmental Authority or arbitrator outstanding against the Company or any Subsidiary. To the Company's knowledge, there is no reasonable basis for any person to assert a claim against the Company or any Subsidiary based upon the Company's entering into this Agreement or any Company Ancillary Agreement or consummating the Merger or any of the transactions contemplated by this Agreement or any Company Ancillary Agreement.

3.6 Taxes.

3.6.1 The Company and each of the Subsidiaries (a) has properly completed and timely filed all material foreign, federal, state, provincial, local and municipal tax and information returns (the "Returns") required to be filed by it, (b) has timely paid all material taxes required to be paid by it for which payment was due, (c) has established an adequate accrual or reserve in accordance with GAAP for the payment of all taxes payable in respect of the periods or portions thereof prior to the Balance Sheet Date (which accrual or reserve as of the Balance Sheet Date is fully reflected on the Company Balance Sheet), (d) has made (or will make on a timely basis) all estimated tax payments required to be made, and (e) has no Liability for taxes in excess of the amount so paid or accruals or reserves so established except for taxes subsequent to the Balance Sheet Date incurred in the ordinary course of business. All such Returns and reports are true, correct and complete in all material respects, and the Company has provided Acquirer with true and correct copies of such Returns and reports. The Company and each Subsidiary are not delinquent in the payment of any material tax or in the filing of any Returns, and no deficiencies for any material tax have been threatened, claimed, proposed or assessed in writing or, to the Company's knowledge, in any other manner, against the Company or any Subsidiary or any of the officers, employees or agents of the Company or any Subsidiary in their capacity as such. Neither the Company nor any Subsidiary has received any written or, to the Company's knowledge, any other form of, notification from the Internal Revenue Service or any other taxing authority regarding any material issues that: (a) are currently pending before the Internal Revenue Service or any other taxing authority (including any sales or use taxing authority) regarding the Company or any Subsidiary; or (b) have been raised by the Internal Revenue Service or other taxing authority and not yet finally resolved. No Return of the Company or any Subsidiary is under audit by the Internal Revenue Service or any state or local taxing agency or authority and any such past audits (if any) have been completed and fully resolved to

the satisfaction of the applicable taxing authority conducting such audit and all taxes determined by such audit to be due from the Company or such Subsidiary have been paid in full to the applicable taxing authorities. No tax liens are currently in effect against any of the Company's or any Subsidiary's assets other than liens for Taxes not yet due and payable or due but not delinquent, or that are being contested in good faith, and in each case for which an adequate accrual or reserve in accordance with GAAP has been established in the Company Financial Statements. There is not in effect any waiver by the Company or any Subsidiary of any statute of limitations with respect to any taxes nor has the Company or any Subsidiary agreed to any extension of time for filing any Return that has not been filed; and neither the Company nor any Subsidiary have consented to extend to a date later than the Agreement Date the period in which any tax may be assessed or collected by any taxing authority. Neither the Company nor any Subsidiary is a "personal holding company" within the meaning of the Code. The Company and each Subsidiary have withheld all taxes, including federal and state income taxes, FICA, Medicare, FUTA and other taxes, required to be withheld, and paid such withheld amounts to the appropriate taxing authority within the time prescribed by law. Since their inception, neither the Company nor any Subsidiary has been a "United States real property holding corporation," as defined in Section 897(c)(2) of the Code and in Section 1.897-2(b) of the Treasury Regulations issued thereunder (the "Regulations"), and the Company and each Subsidiary have filed with the Internal Revenue Service all statements, if any, with its United States income tax returns which are required under Section 1.897-2(h) of the Regulations. Neither the Company nor any Subsidiary is a party to nor has any obligation under any tax-sharing, tax indemnity or tax allocation agreement or arrangement. The Company and the Subsidiaries have not filed any disclosures under Section 6662 of the Code or comparable provisions of state, local or foreign law to prevent the imposition of penalties with respect to any tax reporting position taken on any Return. The Company and the Subsidiaries have not consummated, have not participated in, and are not currently participating in any transaction which was or is a "tax shelter" transaction as defined in Sections 6662, 6011, 6012 or 6111 of the Code or the Treasury Regulations promulgated thereunder. The Company and the Subsidiaries have never been a member of a consolidated, combined, unitary or aggregate group of which the Company was not the ultimate parent corporation. The Company has no liability for the taxes of any person (other than the Company and the Subsidiaries) under Section 1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign law) as a transferee or successor, by contract or otherwise. The Company and the Subsidiaries have never been nor will be required to include any material adjustment in taxable income for any tax period (or portion thereof) ending after the Closing Date pursuant to Section 481 or 263A of the Code or any comparable provision under state or foreign tax laws as a result of transactions, events or accounting methods employed prior to the Merger. There is no limitation currently applicable to the Company on the utilization of net operating losses, capital losses, built-in losses, tax credits or similar items of the Company and the Subsidiaries under Sections 269, 382, 383, 384 or 1502 of the Code (and any comparable provisions of foreign, state, local or municipal law). Neither the Company nor any Subsidiary have ever been distributed in a transaction qualifying under Section 355 of the Code, and neither the Company nor any Subsidiary have ever distributed any corporation in a transaction qualifying under Section 355 of the Code. The Company does not have any debt outstanding that is convertible into any shares of Common Stock or Preferred Stock of the Company.

3.6.2 For the purposes of this Section 3.6, the terms “tax” and “taxes” include all federal, state, local and foreign income, alternative or add-on minimum income, gains, franchise, excise, property, property transfer, sales, use, employment, license, payroll, ad valorem, documentary, stamp, withholding, occupation, recording, value added or transfer taxes, governmental charges, fees, capital duties, customs duties, levies or assessments (whether payable directly or by withholding), and, with respect to any such taxes, any estimated tax, interest, fines and penalties or additions to tax and interest on such fines, penalties and additions to tax.

3.7 Company Financial Statements. The Company has delivered to Acquirer as attachments to Schedule 3.7.1 of the Company Disclosure Letter (i) consolidated balance sheets, Income Statement, Cash flow statement of the Company as of December 31, 2013 , and any change in stockholders’ equity for the fiscal years ended December 31, 2013. A true and correct description of all critical accounting policies used in preparing the Company Financial Statements have been set forth in the notes to the Company’s audited Company Financial Statements. The Company Financial Statements: (a) are derived from and are in accordance with the books and records of the Company and the Subsidiaries; (b) fairly present the financial condition of the Company and the Subsidiaries at the dates therein indicated and the results of operations for the periods therein specified; and (c) have been prepared in accordance with GAAP applied on a basis consistent with prior periods except for any absence of notes to any of the unaudited Company Financial Statements. The Company and the Subsidiaries have no debt, liability, obligation or commitment of any nature, whether accrued, absolute, contingent or otherwise.

3.8 Title to Properties. The Company and each Subsidiary have good and valid title to, or valid leasehold interests in or other valid rights to use, all of the assets and properties (including those shown on the Balance Sheet) used in the Company Business, free and clear of all Encumbrances, other than Permitted Encumbrances. Such assets are sufficient for the continued operation of the Company Business in all material respects. To the Company’s knowledge, all machinery, vehicles, equipment and other tangible personal property owned or leased by the Company or the Subsidiaries or used in the Company Business are in reasonable condition and repair, normal wear and tear excepted, and all leases of real or personal property to which the Company or any Subsidiary is a party are fully effective and afford the Company peaceful and undisturbed leasehold possession of the real or personal property that is the subject of the lease. To the Company’s knowledge, neither the Company nor any Subsidiary is in violation, in any material respect, of any zoning, building, safety or environmental ordinance, regulation or requirement or other law or regulation applicable to the operation of its owned or leased properties, nor has the Company or any Subsidiary received any written or, to the Company’s knowledge, other notice of violation of law with which it has not complied in any material respect. The Company and the Subsidiaries do not own any real property. The Company has delivered to Acquirer a list, complete and accurate in all material respects, of all personal property, including capital equipment, owned or leased by the Company or any Subsidiary with an individual value of \$1,000 or greater. As well as any government licences or all other key tangible and intangible assets of the company.

3.9 Contracts and Commitments/Licenses and Permits. Schedules 3.9(a) through (p) of the Company Disclosure Letter set forth a list of each of the following (x) written binding or non-binding letters of intent, memoranda of understanding or Contracts, including leases, licenses, permits, assignments, mortgages, transactions, obligations or other instruments to which the Company or any Subsidiary is a party or, if applicable, to which the Company or any Subsidiary or any of their assets or properties is bound or (y) oral binding Contracts, including leases, licenses, permits, assignments, mortgages, transactions, obligations or other instruments to which the Company or any Subsidiary is a party or to which the Company or any Subsidiary or any of their assets or properties is bound, and that are currently in effect:

(a) any Contract (other than the Contracts required to be listed in Schedule 3.9(b) or Schedule 3.9(e)) providing for payments (whether fixed, contingent or otherwise) by or to it in an aggregate amount of \$10,000 or more;

(b) any dealer, distributor, joint marketing, OEM (original equipment manufacturer), VAR (value added reseller), reseller, sales representative or similar Contract (each, a "Channel Agreement") under which any third party is authorized to sell, sublicense, lease, distribute, market or take orders for any of its products, services or technologies and which Channel Agreement represents one of the twenty (20) largest sources of revenues for the Company and the Subsidiaries

(c) any Contract providing for the development of any hardware, software, content, technology or intellectual property for (or for the benefit or use of) it, or providing for the purchase by or license to (or for the benefit or use of) it of any hardware, software, content (including textual content and visual, photographic or graphics content), technology or intellectual property, which hardware, software, content, technology or intellectual property is in any manner used or incorporated (or is contemplated by it to be used or incorporated) in connection with any aspect or element of any product, service or technology of it (other than software generally available to the public);

(d) any joint venture or partnership Contract that has involved, or is reasonably expected to involve, a sharing of revenues, profits, expenses or losses with any other party;

(e) any Contract relating to the employment by it of any officer, employee or consultant or any other type of Contract with any of its officers, employees or consultants that is not immediately terminable by it without cost or other liability;

(f) any indenture, mortgage, trust deed, promissory note, loan agreement, security agreement, guarantee or other Contract for or with respect to the borrowing of money, a line of credit or a leasing transaction of a type required to be capitalized in accordance with Statement of Financial Accounting Standards No. 13 of the Financial Accounting Standards Board;

(g) any lease or other Contract under which it is lessee of or holds or operates any items of tangible personal property with a value in excess of \$50,000 or real property owned by any third party;

(h) any Contract that restricts it from engaging in any aspect of its business; from participating or competing in any line of business or market; from freely setting prices for its products, services or technologies (including most favored customer pricing provisions); from engaging in any business in any market or geographic area or that grants any exclusive rights to any party; or from soliciting potential suppliers or customers;

(i) any Company IP Rights Agreement (other than, solely for the purposes of this Section 3.9(i), any Channel Agreements in a form substantially similar to the Company's standard forms, copies of which forms have been delivered to Acquirer, providing for the grant by the Company, in the ordinary course of business consistent with past practice, of rights to the other party to such Channel Agreement to use the Company's trademarks solely in connection with the sale or distribution by such party of the Company's products provided that such trademark rights are the sole Company IP Rights granted thereunder);

(j) any Contract containing any support, service, maintenance obligation or product or service warranty on the part of the Company the Subsidiaries not entered into in connection with the sale of products in the ordinary course of business consistent with past practices;

(k) any agreement to settle litigation entered into within three (3) years prior to this Agreement;

(l) any Contract with or commitment to any labor union;

(m) any Contract with any Governmental Authority;

(n) any Contract, the termination or breach of which would be reasonably expected to have a material adverse effect on any material product or service offerings of the Company or the Subsidiaries or otherwise would have a Material Adverse Effect on the Company and the Subsidiaries, taken as a whole; and

(o) any material Governmental Permit.

A true and complete copy of each agreement or document required by these subsections (a) through (o) of this Section 3.9 to be listed on Schedule 3.9 of the Company Disclosure Letter (such agreements and documents being hereinafter collectively referred to as the "Company Material Agreements") and a copy of each Governmental Permit. Additionally, the Company has delivered to the Acquirer a true and complete copy of every Channel Agreement to which the Company or any of its Subsidiaries is a party under which any third party is authorized to sell, sublicense, lease, distribute, market or take orders for any products, services or technologies of the Company or any of its Subsidiaries.

3.10 No Default; No Restrictions.

3.10.1 The Company and each Subsidiary is not, nor to the Company's knowledge is any other party, in material breach or default under any Company Material Agreement. No event has occurred, and no circumstance or condition exists, that (with or without notice or lapse of time, or both) shall or would reasonably be expected to (i) result in a material violation or breach by the Company or, to the Company's knowledge, by the other party or parties, of any of the provisions of any Company Material Agreement or (ii) give any third party, (A) the right to declare a default or exercise any remedy under any Company Material Agreement, (B) the right to accelerate the maturity or performance of any obligation of the Company under any Company Material Agreement, or (C) the right to cancel, terminate or modify any Company Material Agreement other than in connection with the expiration of the term of such Company Material Agreement based on passage of time. The Company and the Subsidiaries have not received any written, or, to the Company's knowledge, oral notice or other communication regarding any actual or possible material violation or breach of, or default under, any Company Material Agreement.

3.10.2 Except as listed on Schedule 3.9(h) of the Company Disclosure Letter, the Company and the Subsidiaries are not a party to, and no asset or property of the Company or any Subsidiary is bound or, to the Company's knowledge, is affected by, any judgment, injunction, order, decree, Contract or covenant (non-compete or otherwise) that restricts or prohibits, or purports to restrict or prohibit, the Company or any Subsidiary or, following the Effective Time, the Surviving Corporation, any Subsidiary or Acquirer, from freely engaging in the Company Business or from competing anywhere in the world (including any judgments, injunctions, orders, decrees, Contract or covenants restricting the geographic area in which the Company or any Subsidiary may sell, license, market, distribute or support any products or technology or provide services or restricting the markets, customers or industries that the Company or any Subsidiary may address in operating the Company Business or restricting the prices which the Company or any Subsidiary may charge for its products, technology or services), or includes any grants by the Company or any Subsidiary of exclusive rights or licenses.

3.11 Intellectual Property.

3.11.1 The Company (i) owns and has independently developed or (ii) to the extent that it does any of the following, has the valid right or license to use, make, have made, offer for sale, sell, import, copy, distribute, display, perform, transmit, create derivative works of, and/or dispose of all material Intellectual Property (as defined below) used in the conduct of the Company Business (such ownership and rights being hereinafter collectively referred to as the "Company IP Rights"). Such Company IP Rights are sufficient for such conduct of the Company Business. As used herein: the term (i) "Intellectual Property" means, collectively, all worldwide industrial and intellectual property, including patents, patent applications, patent rights, trademarks, trademark registrations and applications therefor, trade dress rights, trade names, service marks, service mark registrations and applications therefor, Internet domain names, Internet and World Wide Web URLs or addresses, copyrights, copyright registrations and applications therefor, mask work rights, mask work registrations and applications therefor, inventions, trade secrets, know-how, customer lists, supplier lists, proprietary processes and formulae, technology,

software source code and object code, algorithms, graphical user interfaces, photographs, images, architectures, development tools, designs, specifications, technical drawings (or similar information in electronic format) and all documentation and media constituting, describing or relating to the foregoing, including manuals, programmers' notes, memoranda and records; (ii) "Company-Owned IP Rights" means Company IP Rights that are owned by or exclusively licensed to the Company or any Subsidiary; (iv) "Company-Licensed IP Rights" means Company IP Rights that are licensed to the Company or any Subsidiary by a third party, and (v) "Company IP Rights Agreement" means any license or other contract governing any Company IP Rights.

3.11.2 Neither the execution, delivery and performance of this Agreement or the Certificate of Merger nor the consummation of the Merger or the Company Ancillary Agreements shall, in accordance with their terms: (a) constitute a material breach of or default under any material Company IP Rights Agreement; (b) cause the forfeiture or termination of, or give rise to a right of forfeiture or termination of, any Company IP Rights; or (c) materially impair the right of the Company or any Subsidiary to use, develop, make, market, license, sell, distribute, or dispose of any Company IP Right or Company Product or Service (as defined below). Section 3.13.2 of the Company Disclosure Letter sets forth a complete list of all royalties, honoraria, fees or other payments payable by the Company or any Subsidiary to any third person (other than salaries or awards payable to employees and independent contractors not contingent on or related to use of their work product) as a result of the ownership, use, development, manufacture, marketing, license, sale, distribution, or disposition of any Company IP Rights by the Company or any Subsidiary and none shall become payable as a result of the consummation of the transactions contemplated by this Agreement.

3.11.3 Schedule 3.11.3 of the Company Disclosure Letter sets forth a list (by name and version number) of each of the products and services currently made, marketed, licensed, sold or distributed by the Company and the Subsidiaries and each product and service currently under development by the Company and the Subsidiaries (each, as applicable, a "Company Product or Service"). The use, manufacture, marketing, license, sale, or distribution of any Company Product or Service as part of the Company Business (i) does not violate in any material respect any material Company IP Rights Agreement or other material license or contract between the Company and the Subsidiaries and any third party and (ii) does not infringe or misappropriate in any material respect any material Intellectual Property right of any third party. There is no pending or threatened claim or litigation contesting either (i) the validity, or ownership or rights of the Company and the Subsidiaries to, any Company IP Right or (ii) the Company's or any Subsidiary's right to use, make, market, license, sell, or distribute any Company Product or Service as part of the Company Business, nor to the Company's knowledge, is there any reasonable basis for any such claim. The Company and the Subsidiaries have not received any notice asserting that the exercise of any Company IP Right or the current or proposed use, development, manufacture, marketing, license, sale, or distribution of any Company Product or Service infringes or misappropriates, or will infringe or misappropriate, any Intellectual Property right of any third party or conflicts or will conflict with the rights of any third party, nor, to the Company's knowledge, is there any reasonable basis for any such assertion. The Company and the Subsidiaries have not received any written notice from any third party requesting that the Company or any Subsidiary enter into a license

under any third party patents. None of the Company IP Rights or Company Products or Services is subject to any outstanding order or stipulation restricting in any manner the use, distribution, transfer, or licensing by the Company or any Subsidiary of any Company IP Rights or Company Product or Service.

3.11.4 To the Company's knowledge, no current or former employee, consultant or independent contractor of the Company and the Subsidiaries: (a) is in material violation of any term or covenant of any employment contract, patent disclosure agreement, invention assignment agreement, nondisclosure agreement, noncompetition agreement or any other Contract with any other party by virtue of such employee's, consultant's or independent contractor's being employed by, or performing services for, the Company or any Subsidiary or using trade secrets or proprietary information of others without permission; or (b) has developed any technology, software or other copyrightable, patentable or otherwise proprietary work for the Company or any Subsidiary that is subject to any agreement under which such employee, consultant or independent contractor has assigned or otherwise granted to any third party any rights (including Intellectual Property) in or to such technology, software or other copyrightable, patentable or otherwise proprietary work. To the Company's knowledge, the employment of any employee of the Company or any Subsidiary or the use by the Company or any Subsidiary of the services of any consultant or independent contractor does not subject the Company or any Subsidiary to any liability to any third party for improperly soliciting such employee, consultant or independent contractor to work for the Company or any Subsidiary, whether such liability is based on contractual or other legal obligations to such third party.

3.11.5 The Company and the Subsidiaries have taken all reasonable steps to protect, preserve and maintain the secrecy and confidentiality of the Company-Owned IP Rights, and to preserve and maintain all the Company's interests and proprietary rights in the Company-Owned IP Rights. All current and former officers, employees and consultants of the Company or any Subsidiary having access to proprietary information of the Company, its customers or business partners and inventions owned by the Company and the Subsidiaries, have executed and delivered to the Company an agreement regarding the protection of such proprietary information and the assignment of inventions to the Company or such Subsidiary (in the case of proprietary information of the Company's or Subsidiary's customers and business partners, to the extent required by such customers and business partners); and copies of all such agreements have been delivered to Acquirer's legal counsel. The Company and the Subsidiaries have secured valid written assignments, from all of the Company's and the Subsidiaries' current and former consultants and contractors who contributed to the creation or development of any Company-Owned IP Rights, of the rights to such contributions that the Company does not already own by operation of law. No current or former employee, officer, director, consultant or independent contractor of the Company or any Subsidiary has any right or license in or with respect to any Company-Owned IP Rights. To the extent that any technology, software or Intellectual Property developed or otherwise owned by a third party is incorporated into, integrated or bundled with, or used by the Company or the Subsidiaries in the development, manufacture or compilation of any of the Company Products or Services ("Third Party Product Technology"), a list and description of all such Third Party Product Technology is set forth on Schedule 3.11.5 of the Company Disclosure Letter.

3.11.6 Schedule 3.11.6 of the Company Disclosure Letter contains a true and complete list of all registrations made by or on behalf of the Company and the Subsidiaries of any patents, copyrights, mask works, trademarks, service marks, Internet domain names or Internet or World Wide Web URLs or addresses with any Governmental Authority and Internet domain name registry. All such registered patents, copyrights, mask works, trademarks, service marks, Internet domain names, Internet or World Wide Web URLs or addresses held by the Company and the Subsidiaries are valid, enforceable, and subsisting, and the Company or a Subsidiary is the record owner thereof.

3.11.7 The Company and the Subsidiaries own all right, title and interest in and to all Company-Owned IP Rights free and clear of all Encumbrances (other than licenses and rights listed on Schedule 3.13.7 of the Company Disclosure Letter and non-exclusive licenses granted in the ordinary course of the Company Business consistent with past practice). To the knowledge of the Company, the right, license and interest of the Company and the Subsidiaries in and to all Company-Licensed IP Rights are free and clear of all Encumbrances, licenses and rights (other than licenses and rights listed on Schedule 3.13.7 of the Company Disclosure Letter).

3.11.8 Schedule 3.11.8 of the Company Disclosure Letter contains a true and complete list of (i) all licenses, sublicenses, and other Contracts as to which the Company or any Subsidiary is a party and pursuant to which any person is authorized to use any Company-Owned IP Rights, other than non-exclusive, binary code licenses of software granted in the ordinary course and (ii) all licenses, sublicenses and other Contracts as to which the Company or any Subsidiary is a party and pursuant to which the Company or any Subsidiary is currently authorized to use any third party Intellectual Property; and (iii) all rights of any Governmental Authority relating to any Company IP Rights, including rights to distribute, sublicense, acquire, modify, develop software or services incorporating, or otherwise use any Company IP Right.

3.11.9 Except pursuant to the Contracts disclosed on Schedule 3.11.9, neither the Company, any Subsidiary nor any other party acting on behalf of the Company or any Subsidiary has disclosed or delivered to any party, or permitted the disclosure or delivery to any escrow agent or other party of, any Company Source Code (as defined below). Except as disclosed on Schedule 3.11.9 of the Company Disclosure Letter, no event has occurred, and no circumstance or condition exists, that shall, or would reasonably be expected to, result in the disclosure or delivery by the Company or any Subsidiary or any other party acting on its behalf to any party of any Company Source Code. Schedule 3.11.9 of the Company Disclosure Letter identifies each Contract (whether written or oral) pursuant to which the Company or any Subsidiary has deposited, or is or may be required to deposit, with an escrow agent or other party, any Company Source Code and further describes whether the execution of this Agreement or the consummation of the Merger or any of the other transactions contemplated by this Agreement, in and of itself, would reasonably be expected to result in the release from escrow of any Company Source Code. As used in this Section 3.11.9, "Company Source Code" means, collectively, any software source code, or any material portion or aspect of the software source code, or any material proprietary information or algorithm contained in or relating to any software source code, of any Company-Owned IP Rights or any Company Product or Service.

3.11.10 To the Company's knowledge, there is no material unauthorized use, disclosure, infringement or misappropriation of any Company IP Rights by any third party, including any employee or former employee of the Company or any Subsidiary. Except as disclosed on Schedule 3.13.10 of the Company Disclosure Letter, the Company and the Subsidiaries has not agreed to indemnify any person for any infringement of any Intellectual Property of any third party by any product or service that has been made, marketed, sold, distributed, licensed to third parties, leased to third parties, or otherwise provided by the Company or any Subsidiary.

3.11.11 All products developed by the Company and the Subsidiaries and licensed by the Company and the Subsidiaries to customers and all services provided by or through the Company and the Subsidiaries to customers on or prior to the Closing Date conform in all material respects (to the extent required in Contracts with such customers) to applicable contractual commitments, express and implied warranties, product specifications and product documentation and to any representations provided to customers, and the Company and the Subsidiaries have no material liability (and, to the Company's knowledge, there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand against the Company and the Subsidiaries giving rise to any material liability relating to the foregoing Contracts) for replacement or repair thereof or other damages in connection therewith in excess of any reserves therefor reflected on the Balance Sheet. Neither the Company nor the Subsidiaries have received any written notice of any material malfunctions with respect to any of the Company's or the Subsidiaries' products or any other customer complaints related thereto and, to the Company knowledge, there are no such malfunctions or complaints. The Company has made available to Acquirer all material documentation and notes relating to the testing of the Company's and the Subsidiaries' software products and plans and specifications for software products currently under development by the Company and the Subsidiaries.

3.11.12 No government funding, facilities of a university, college, other educational institution or research center (other than loans or funds received in consideration for the Company's capital stock) was used in the development of the Company Products or Services. To the knowledge of the Company, no current or former employee, consultant, or independent contractor of the Company and the Subsidiaries who was involved in, or who contributed to, the creation or development of any Company Product or Service or material Company IP Rights has performed services for the government, for a university, college or other educational institution or for a research center during a period of time during which such employee, consultant, or independent contractor was also performing services for the Company and the Subsidiaries.

3.12 Compliance with Laws.

3.12.1 The Company and the Subsidiaries have materially complied, and are now and at the Closing Date shall be in material compliance with, all federal, state, provincial, foreign or local laws, statutes, ordinances, regulations, and rules, and all orders, writs, injunctions, awards, judgments and decrees

applicable to the Company and the Subsidiaries or any of their assets, properties and business (and any regulations promulgated thereunder) (collectively, "Applicable Laws").

3.12.2 All materials, products and services distributed or marketed by the Company and the Subsidiaries have at all times made all material disclosures to users or customers required by Applicable Laws, and none of the disclosures made or contained in any such materials have been inaccurate, misleading or deceptive in any material respect.

3.12.3 The Company and the Subsidiaries hold all material permits, licenses and approvals from, and has made all material filings with, government (and quasi-governmental) agencies and authorities, that are necessary and/or legally required to be held by the Company and the Subsidiaries to conduct the Company Business, including with respect to the export of any of the Company's products, without any violation of any Applicable Laws ("Governmental Permits"), and all such Governmental Permits are valid and in full force and effect. The Company and the Subsidiaries have not received any written notice or, to the Company's knowledge, other communication from any Governmental Authority regarding (a) any actual or possible material violation of Applicable Law or any Governmental Permit or any failure to comply in any material respect with any term or requirement of any Governmental Permit or (b) any actual or possible revocation, withdrawal, suspension, cancellation, termination or modification of any material Governmental Permit.

3.13 Books and Records. The books, records and accounts of the Company and the Subsidiaries (a) are in all material respects true, complete and correct, (b) have been maintained in accordance with good business practices on a basis consistent with prior years, (c) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets and properties of the Company and the Subsidiaries, and (d) accurately and fairly reflect the basis for the Company Financial Statements.

ARTICLE 4

MISCELLANEOUS

4.1 Governing Law; Waiver of Jury Trial. The internal laws of the State of Nevada, irrespective of its choice of law principles, shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the parties hereto; provided, however, that issues involving the consummation and effects of the Merger shall be governed by the laws of the State of Nevada. All disputes arising out of this Agreement or the obligations of the parties hereunder, including disputes that may arise following termination of this Agreement, shall be subject to the exclusive jurisdiction and venue of the Nevada State courts (or, if there is federal jurisdiction, then the exclusive jurisdiction of the United States District Court for the District of Nevada). EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENTS TO THE PERSONAL AND EXCLUSIVE JURISDICTION AND VENUE OF SAID COURTS AND WAIVES TRIAL BY JURY AND ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT

SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME.

4.2 Assignment; Binding Upon Successors and Assigns. No party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other parties hereto; provided, however, that Acquirer may assign this Agreement and the rights and obligation hereunder without consent in connection with any merger or sale of the portion of its business to which this Agreement relates. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Any assignment in violation of this provision shall be void.

4.3 Severability. If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, then the remainder of this Agreement and the application of such provision to other persons or circumstances shall be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to use their reasonable efforts to replace such void or unenforceable provision of this Agreement with a valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of the void or unenforceable provision.

4.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original as regards any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all parties reflected hereon as signatories.

4.5 Remedies. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party hereunder shall be deemed cumulative with and not exclusive of any other remedy conferred hereby or by law on such party, and the exercise of any one remedy shall not preclude the exercise of any other. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to seek an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the United States or any state having jurisdiction.

4.6 Amendment and Waivers. Any term or provision of this Agreement may be amended, and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively), only by a writing signed by the party to be bound thereby. The waiver by a party of any breach hereof or default in the performance hereof shall not be deemed to constitute a waiver of any other default or any succeeding breach or default. This Agreement may be amended by the parties hereto as provided in this Section 4.6 at any time before or after approval of this Agreement by the Company Stockholders, but, after such approval, no amendment shall be made which by Applicable Law requires the further approval of the Company Stockholders without obtaining such further approval. At any time prior to the Effective Time, each of Company and Acquirer, by action taken by its Board of Directors, may, to the extent legally allowed, (i) extend the time for the

performance of any of the obligations or other acts of the other, (ii) waive any inaccuracies in the representations and warranties made to it contained herein or in any document delivered pursuant hereto, and (iii) waive compliance with any of the agreements or conditions for its benefit contained herein. No such waiver or extension shall be effective unless signed in writing by the party against whom such waiver or extension is asserted. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

4.7 Expenses. Whether or not the Merger is consummated, each party shall bear its respective legal, auditors', investment bankers', purchaser representatives' and financial advisors' fees and other expenses incurred with respect to this Agreement, the Merger and the transactions contemplated hereby.

4.8 Attorneys' Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover, as an element of the costs of suit and not as damages, reasonable attorneys' fees to be fixed by the court (including costs, expenses and fees on any appeal). The prevailing party shall be entitled to recover its costs of suit, regardless of whether such suit proceeds to final judgment.

4.9 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be either hand delivered in person, sent by facsimile, sent by certified or registered first-class mail, postage pre-paid, or sent by nationally recognized express courier service next day delivery. Such notices and other communications shall be effective upon receipt if hand delivered or sent by facsimile, five (5) days after mailing if sent by mail, and one day after dispatch if sent by express courier, to the following addresses, or such other addresses as any party may notify the other parties in accordance with this Section 4.9:

Rebagliati Gold Enterprises, Inc. - 2746 Cheakamus Way, Whistler, BC

4.10 No Joint Venture. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between any of the parties hereto. No party is by virtue of this Agreement authorized as an agent, employee or legal representative of any other party. No party shall have the power to control the activities and operations of any other and their status is, and at all times shall continue to be, that of independent contractors with respect to each other. No party shall have any power or authority to bind or commit any other party. No party shall hold itself out as having any authority or relationship in contravention of this Section 4.11.

4.11 Further Assurances. Each party agrees to cooperate fully with the other parties and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by any other party to evidence and reflect the transactions described herein and contemplated hereby and to carry into effect the intents and purposes of this Agreement.

4.12 Confidentiality. The Company and Acquirer each confirm that they have entered into the Nondisclosure Agreement and that they are each bound by, and shall abide by, the provisions of such Nondisclosure Agreement; provided, however, that Acquirer shall not be bound by such Nondisclosure Agreement after the Closing. If this Agreement is terminated, the Nondisclosure Agreement shall remain in full force and effect, and all copies of documents containing confidential information of a disclosing party shall be returned by the receiving party to the disclosing party or be destroyed, as provided in the Nondisclosure Agreement.

4.13 Entire Agreement. This Agreement, the Exhibits and Schedules hereto, the Company Ancillary Agreements, the Acquirer Ancillary Agreements and the Merger Sub Ancillary Agreements constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto other than the Nondisclosure Agreement. The express terms hereof control and supersede any course of performance or usage of the trade inconsistent with any of the terms hereof.

IN WITNESS WHEREOF, the undersigned has caused this Reverse Merge Agreement to be duly executed as of the date first written below.

Dated as of: February 28, 2014

Green and Hill Industries, Inc.

By: /s/ LORNE L. GREEN

Name: Lorne Lynn Green, CEO (59% Shareholder)

Rebagliati Gold Enterprises Inc.

By: /s/ ROSS REBAGLIATI

Ross Rebagliati, CEO (Shareholder)

By: /s/ PATRICK SMYTH

Patrick Smyth, President & CFO (Shareholder)