

# SHARE PURCHASE AGREEMENT

---

Entered into this 29 day of July 2010

by and between

**Bermal Contracting Ltd.**  
**(the “Seller”)**

and

**NW Tech Capital Inc**  
**(the “Buyer”)**

---

**THIS SHARE PURCHASE AGREEMENT** (“Agreement”) is entered into this 29 day July 2010, by and between Bermal Contracting Ltd., a company duly incorporated in British Columbia, Canada (“Seller” or “Bermal”), and NW Tech Capital, Inc., a publicly traded company duly incorporated in the State of Nevada and located at 375 N. Stephanie St. Suite 1411 Henderson, NV (“Buyer” or NWTT”), collectively, the “Parties”.

## **RECITALS**

---

**WHEREAS**, the Seller owns free and clear 100% of the shares of common stock in Bermal Contracting Ltd (“Bermal”) as given in Exhibit I attached hereto and incorporated by reference, and

**WHEREAS**, Seller desires to sell, assign and transfer to Buyer all of such shares of this common stock (the “Stock”), and

**WHEREAS**, Buyer desires to purchase the Stock from Seller;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and representations contained herein, the receipt and sufficiency of which are acknowledged by all parties, the Parties hereto agree as follows:

### **SECTION I RECITALS; TRUE AND CORRECT**

Section 1.1. Recitals. The above stated recitals are true and correct and are incorporated into this Agreement.

## **SECTION II PURCHASE AND SALE OF STOCK**

Section 2.1. Sale of Stock. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller the Stock in exchange for Six Hundred Million (600,000,000) shares of NWTT Restricted Common Stock. Such NWTT stock shall be restricted and bear a legend to that effect.

## **SECTION III WARRANTIES OF SELLER**

### **III. Representations and Warranties**

Section 3.1. Representations and Warranties of Seller. In order to induce Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller and Company represent and warrant to Buyer as follows:

(a) Stock; Status of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the Province of Ontario, Canada and is duly qualified to transact business in every Region in which the failure to be so qualified would have a material adverse affect on the Business. The Company has the requisite power to carry on any Business which is lawful in Canada or the United States, and has the requisite power (corporate, financing and other) to enter into and complete the transactions contemplated by this Agreement. The Company has no business other than as stated in this Stock Purchase Agreement. No person has any option or right to acquire from Seller or the Company any of the Stock or other equity interest in the Company. The Stock in the Company is validly issued, fully paid and non-assessable.

(b) Authorization of Agreement; Non-Contravention; Consents and Approvals. (1) The execution, delivery and performance by Seller of this Agreement has been duly and validly authorized and approved by all necessary corporate action of the Company and the Seller. This Agreement has been duly executed and delivered by Seller and constitutes a valid and binding obligation of Seller enforceable against Seller in accordance with its terms.

(2) Neither the execution and delivery by Seller of this Agreement nor the consummation of the transactions contemplated hereby, nor compliance by Seller with any of the provisions hereof, will (i) conflict with or result in a breach of any provision of the Articles of Incorporation, as amended, or Bylaws, as amended, of the Company, (ii) result in the breach of, or conflict with, any of the terms and conditions of, or constitute a default (with or without the giving of notice or the lapse of time or both) with respect to, or result in the cancellation or termination of, or the acceleration of the performance of any obligations or of any indebtedness under any contract, agreement, lease, commitment, indenture, mortgage, note, bond, license or other instrument or obligation to which Seller or the Company is a party or by which Seller or the Company may be bound or affected, or (iii) violate any law or any rule or regulation of any administrative agency or governmental body (a "Governmental Entity"), or any order, writ, injunction or decree of any court or Governmental Entity to which Seller or the Company may be subject.

(c) Capitalization. All issued and outstanding shares of capital stock of the Company have been validly issued and are fully paid and non assessable. There are no other securities, options, warrants or other existing rights with respect to any Company securities. The offer, issuance and sale of the capital stock of the Company was made in compliance with applicable Provincial as well as U.S. federal and State securities laws. There are no agreements, written or oral, relating to the acquisition, disposition, voting or registration of any security or interest of the Company.

(d) Litigation. There is no litigation, suit, proceeding, action, claim or investigation, at law or in equity, pending or, to the knowledge of Seller, threatened against, or affecting in any way the Seller, the Company or the Company's ability to own or operate its Business, or which questions the validity of this Agreement or challenges any of the transactions contemplated hereby. Neither the Company nor the Seller is subject to any judgment, order, writ, injunction or decree of any court or any federal, state, municipal or other Governmental Entity, department, commission, board, bureau, agency or other instrumentality.

(e) Bankruptcy Proceedings. The Seller warrants that the Company has no bankruptcy proceedings current or pending.

(f) Financial Statements. The Company has delivered to Buyer the Balance Sheet of the Company at the offices of Buyer and the related financial statements for the last corporate year-end, and any quarterly statements for subsequent quarterly periods. Such financial statements, including the notes thereto, are in accordance with the books and records of the Company, have been prepared in conformity

with Generally Accepted Accounting Principles for the United States, and are attached as Exhibit I.

(g) Accuracy of Documents and Information. The information provided to the Buyer by Seller in connection with its investigation of Seller and the Company, does not (and will not at the Closing Date) contain any statement of a material fact known to be untrue by the Seller.

Section 3.2. (a) Security Interest. Seller warrants and covenants that at Closing, the Stock of the Company shall be held free and clear of all mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (Collectively, the "Security Interests").

(b) Continuing Liabilities. Except as otherwise provided herein and subject to the terms and conditions of this Agreement, Seller represents, warrants, and covenants that the Company shall have no liabilities at Closing except the liabilities reflected in the Company's financial statements, existing, pending, or inchoate, known or unknown.

## **SECTION IV CLOSING**

Section 4.1. Closing. The Closing of this transaction shall be held at the offices of the Buyer's agent in Toronto, Ontario, Canada, on July 30, 2010, at 4:00 PM EST or at such other time, date and place as shall be fixed by agreement among the parties hereto ("Closing Date"). At the Closing, the parties shall execute and deliver the documents referred to below.

Section 4.2. Deliveries of Buyer at Closing. Upon Seller delivering the Stock to the Buyer, free and clear, endorsed in blank for transfer, Buyer will deliver to Seller, (a) One Hundred and Five Million (600,000,000) shares of the Common Stock of the Buyer, current par value, made out to the name of the Seller, with restrictive legend, (2) a resolution of the Board of Directors of the Buyer duly authorizing such transaction, and (c ) any other necessary consents, documents, or deliveries.

Section 4.3. Deliveries of the Seller at Closing. Seller shall deliver the following to Buyer at Closing: (a) fully executed certificates of the Stock of the Company, free and clear of all liens and encumbrances of any kind, (b) all third party consents which may be necessary or desirable in connection with the

transactions contemplated hereby, and (c ) any other certificates, documents, and instruments reasonably required to complete the transaction.

**SECTION V**  
**ADDITIONAL AGREEMENTS**

Section 5.1. Confidentiality and Access to Information. The Seller shall cause the Company to afford to Buyer and to Buyer's accountants, counsel and other representatives, reasonable access during normal business hours during the period prior to the Closing to all of the Company's books and records, and during such period, the Company shall furnish promptly to Buyer all information concerning the Company's Business, properties and personnel, as Buyer may reasonably request. Buyer agrees that (except as may be required by law) it will disclose or use any information revealed during this due diligence period with respect to Seller or the Company at any time or in any manner, and will not use such information other than in connection its preparation for Closing of the transactions contemplated by this Agreement. In the event of termination of this Agreement for any reason, Buyer shall promptly return, or cause to be returned, to Seller and the Company all nonpublic documents obtained from Seller and the Company that it would not otherwise have been entitled to obtain; and shall not, in any manner, utilize any such information for Buyer's benefit or in any manner harmful to Seller and the Company. The provisions of this Section shall survive the termination of this Agreement.

Section 5.2. Expenses. Whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred by Buyer and Seller in connection with this Agreement and the transactions contemplated hereby, including, without limitation, expenses of legal counsel, accountants and other advisers, shall be paid by the party incurring such costs.

## SECTION VI

### CONDITIONS PRECEDENT

Section 6.1. Conditions to Each Party's Obligation. The respective obligations of each of the parties to this Agreement shall be subject to the satisfaction prior to the Closing Date of the following conditions:

(a) Approvals. All authorizations, consents, orders or approvals of, or declarations or filings with, or expiration of waiting periods imposed by, any Governmental Entity necessary for the consummation of the transactions contemplated by this Agreement, if any, shall have been filed, occurred or been obtained.

(b) Legal Action. No action, suit or proceeding by any person shall have been commenced and still be pending, no investigation by any governmental or regulatory authority shall have been commenced and still be pending, and no action, suit or proceeding by any person shall have been threatened against Buyer, Seller or the Company, (a) seeking to restrain, prevent or change the transactions contemplated hereby or questioning the validity or legality of any such transactions or (b) which if resolved adversely to any party, would materially and adversely affect the business or condition, financial or otherwise, of the Buyer, or the Seller.

Section 6.2. Conditions of Obligations of Buyer. The obligations of Buyer to effect the transactions contemplated hereby are subject to the satisfaction of the following conditions unless waived by Buyer in writing:

(a) Representations and Warranties. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as through made on and as of the Closing Date, and Buyer shall have received a separate certificate signed by Seller to such effect.

(b) Performance of Obligations of the Company. Seller shall have performed all obligations required to be performed by them under this Agreement prior to the Closing Date, and Buyer shall have received a certificate signed by Seller to such effect. All proceedings to be taken by the Company in connection with the transactions contemplated hereby and all documents incident thereto shall be reasonably satisfactory in form and substance to the Buyer and its counsel, and Buyer and its counsel shall have

received all such counterpart originals or certified or other copies of such documents as it or they may reasonably request.

(c) No Material Adverse Change. Unless this condition shall be waived in writing by Buyer, since the Interim Balance Sheet Date, there shall have been no material adverse change in the financial condition, results of operations, business or assets of the Company, and the Buyer shall have received a certificate signed by Seller to such effect. For purposes of this Paragraph, the term “material change” shall mean some condition(s) or event(s) which, when taken individually or in total, shall have the effect of reducing the current net worth of the Company by greater than ten percent (10%) than as shown in the Interim Balance Sheet.

(d) Consents and Actions. All requisite consents of any third parties to the transactions contemplated by this Agreement shall have been obtained.

(e) Other Documents. Buyer shall have received such other documents, instruments or certificates as shall be reasonably requested by Buyer or its counsel.

Section 6.3. Conditions and Obligations of Seller. The obligations of Seller to close the transactions contemplated hereby are subject to the satisfaction of the following conditions unless waived by Seller in writing:

(a) Representations and Warranties. The representations and warranties of Buyer set forth in this Agreement shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as through made on and as of the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Buyer to such effect.

(b) Performance of Obligations of Buyer. Buyer shall have performed all obligations required to be performed by it under this Agreement at and prior to the Closing Date, and Seller shall have received a certificate signed by an authorized officer of Buyer to such effect.

## **SECTION VII INDEMNIFICATION**

Section 7.1. Intensification.

(a) Seller shall indemnify and hold harmless Buyer against all loss, liability, damage or expense, including reasonable attorney's fees, net of any applicable insurance proceeds ("Losses"), for claims brought by a third party, which Buyer shall suffer, sustain or become subject to as a direct result of any breach of representation or warranty of Seller contained in this Agreement.

(b) Subject to the provisions of Section 7.1(a) hereof, Buyer shall indemnify and hold harmless Seller against all Losses that Seller may suffer, sustain, or become subject to as a direct result of any breach or inaccuracy of any representation, warranty, covenant or other agreement of Buyer contained in this Agreement, or a claim by a third party which, without regard to the merits of the claim, would constitute a breach or misrepresentation.

## **SECTION VIII TERMIANTION, AMENDMENT AND WAIVER**

Section 8.1. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by mutual consent of Buyer and all Seller;

(b) by Buyer, on the one hand, and Seller, on the other hand, if there has been a material misrepresentation or breach of covenant or agreement contained in this Agreement on the part of the other and such breach of a covenant or agreement has not been promptly cured;

(c ) By Buyer if any of the conditions set forth above shall not have been satisfied before Closing or such later date as the parties hereto shall mutually agree in writing;

(d) By Seller if any of the conditions set forth above shall not have been satisfied before Closing or such later date as the parties hereto shall mutually agree in writing.

Section 8.2. Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the parties hereto.

## **SECTION IX GENERAL PROVISION**

Section 9.1. (a) Entire Agreement. This Agreement, together with all exhibits and schedules attached hereto, constitutes the entire agreement between and among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

(b) Survival of Covenants, Representations, Warranties and Agreements. The covenants, agreements, representations and warranties of the parties hereto contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall not survive the Closing except for the covenants and agreements contained herein which contemplate or specifically provide for performance after the Closing Date.

(c) Costs and Expenses. Each of the parties to this Agreement shall bear his or its own expenses incurred in connection with the negotiation, preparation, execution and closing of this Agreement and the transactions contemplated hereby (the "Transaction Expenses").

(d) Notices. Any notice, request, instruction, correspondence or other document to be given hereunder by any party hereto to another (herein collectively called "Notice") shall be in writing and delivered personally or mailed by registered or certified mail, postage prepaid and return receipt requested, or by facsimile, as follows:

If to Buyer:

NW Tech Capital, Inc.  
375 N. Stephanie St.  
Suite 1411  
Henderson, NV  
Attention: Carol Robichaud  
Interim President, Secretary

If to Seller:

Bermal Contracting Ltd.  
RR#1 site 16A C-39  
Winla, BC  
VOG 2JO  
Canada  
Attention: Raffaella Bernar

Each of the above addresses for notice purposes may be changed by providing appropriate notice hereunder. Notice given by personal delivery or registered mail shall be effective upon actual receipt. Notice given by facsimile shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next normal business day after receipt if not received during the recipient's normal business hours. All Notices by facsimile shall be confirmed by the sender thereof promptly after transmission in writing by registered mail or personal delivery. Anything to the contrary contained herein notwithstanding, notices to any party hereto shall not be deemed effective with respect to such party until such Notice would, but for this sentence, be effective both as to such party and as to all other persons to whom copies are provided above to be given.

(e) Authority. Each signing Party acknowledges it has all right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by both Parties and constitutes legal, valid and binding obligations, enforceable against each Party in accordance with its terms, subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies, and to limitations of public policy.

f) Successors And Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Except as otherwise provided in this Agreement, this Agreement may not be assigned by a party without the prior written consent of the other party except by operation of law, in which case the assignee shall be subject to all of the provisions of this Agreement.

(g) Invalidity. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid, in whole or in part for any reason, such term or provision shall be deemed limited in scope and effect to the minimum extent necessary to make such term or provision legal, enforceable and valid, and in the event no such limiting construction may be made, the term or provision shall be stricken from this Agreement and such term or provision shall not effect the legality, enforceability or validity of the remainder of this Agreement.

(h) Waiver. Any breach by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers must be in writing.

(I) Headings. The headings in this Agreement are solely for convenience of reference and shall be given no effect in the meaning or interpretation of this Agreement.

(j) Force Majeure. Neither party shall be liable for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood,

water, the elements labor disputes or governmental actions, provided this provision shall not apply to payment defaults.

(k) Amendment. No modification or amendment of this Agreement shall be of any force or effect unless in writing executed by both Parties.

(l) Construction of Agreement. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same. It being further agreed that both parties hereto have fully participated in the preparation of this Agreement.

(m) Gender. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular as the context may require.

(n) Remedies. Any dispute arising under, out of, in connection with, or in relation to this Agreement or the breach thereof shall be settled by arbitration in Toronto, Ontario, Canada, in accordance with the Rules of the Canadian Arbitration Standards. The Arbitrator(s) decision and/or award in any such dispute shall be final, non-appeal able and binding upon the parties and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. In such arbitration the prevailing Party shall be entitled to receive its attorneys' fees and costs, as part of such award.

(o) Waiver Of Trial By Jury. The parties hereto hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect to any action, proceeding or counterclaim based on this agreement or arising out of, under, or in connection with this agreement or any document or instrument executed in connection with this agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for company and distributor entering into the subject transaction.

IN WITNESS WHEREOF, Buyer, Seller and the Company have executed this Agreement as of the date first written above.

Buyer

NW Tech Capital , Inc.

By: \_\_\_\_\_  
Carol Robichaud

Seller

Bermal Contracting Ltd.

By: \_\_\_\_\_  
Raffaella Bernar

**Exhibit I**  
**Shares of Common Stock of Company**