EXECUTION COPY

MERGER AGREEMENT

BY AND BETWEEN

DEEP GREEN WASTE & RECYCLING, LLC,

CRITIC CLOTHING, INC.,

DEEP GREEN ACQUISITION LLC

DATED AS OF AUGUST 24, 2017

TABLE OF CONTENTS

Exhibits and Schedules

MERGER AGREEMENT

This Merger Agreement ("Agreement") is made and entered into as of August 24, 2017 (the "Date of Execution"), by and among: (i) Critic Clothing, Inc., a publicly traded company organized under the laws of the State of Wyoming, located at 400 Renaissance Center, Suite 400, Detroit, MI 48243 ("Critic"); (ii) Deep Green Waste & Recycling, LLC, a Georgia limited liability company having a principal place of business at 3225 Shallowford Road NE Suite 1020 Marietta, Georgia 30062 ("DGWR"); and (iii) Deep Green Acquisition LLC, a Georgia limited liability company and a wholly owned subsidiary of Critic, having a place of business at 400 Renaissance Center, Suite 400, Detroit, MI 48243 ("Merger Sub"). Each signatory to this Agreement is hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties desire to undertake the transactions set forth in this Agreement, pursuant to which Merger Sub shall be merged with and into DGWR, with DGWR surviving as a wholly owned subsidiary of Critic;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I. DEFINITIONS AND INTERPRETATION

Section 1.01 Definitions. In addition to the terms which may be defined elsewhere in this Agreement, as used in this Agreement, the following terms (whether used in singular or plural forms) shall have the following meanings:

(a) "Act" shall mean the Georgia Limited Liability Company Act, as in effect from time to time.

(b) "Affiliate" shall mean, with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person or an officer, director, holder of ten (10%) percent or more of the outstanding equity securities of such Person, or the parent, spouse or lineal descendant of any of the foregoing, with "control" meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by Contract, or otherwise.

(c) "Antevorta" has the meaning set forth in Section 5.02(a).

(d) "Antevorta Notes" has the meaning set forth in Section 5.02(a).

(e) "Approval" shall mean any license, permit, consent, approval, authorization, order, registration, filing, waiver, qualification or certification.

(f) "Auditors" shall mean Friedman LLP, or another Public Company Accounting Oversight Board-registered accounting firm.

(g) "Board" has the meaning set forth in Section 5.03.

(h) "Bradford Employment Agreement" shall mean the employment agreement between Critic and David Bradford dated as of January 1, 2016, as amended to date.

(i) "Business Day" shall mean any day other than a Saturday, Sunday or day on which banks are permitted to close in the State of Wyoming.

(j) "Closing Date" shall mean the date on which Closing occurs.

(k) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(l) "Contract" shall mean any written contract, mortgage, deed of trust, bond, indenture, lease, license, note, franchise, certificate, option, warrant, right, or other instrument, document or agreement, and any oral obligation, right, agreement or other arrangement.

(m) "Critic Indemnitee" has the meaning set forth in Section 9.01.

(n) "Critic Material Adverse Effect" shall mean a Material Adverse Effect on either Critic or Merger Sub.

(o) "Critic Required Consents" has the meaning set forth in Section 4.05.

(p) "Dispute" has the meaning set forth in Section 10.02(a).

(q) "Edmonds Employment Agreement" shall mean the employment agreement between Critic and Bill Edmonds, dated as of January 1, 2016, as amended to date.

(r) "Employment Agreements" shall mean the Bradford Employment Agreement and the Edmonds Employment Agreement.

(s) "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

(t) "DGWR Assets" has the meaning set forth in Section 3.12.

(u) "DGWR Benefit Arrangement" has the meaning set forth in Section 3.16.

(v) "DGWR Indemnitee" has the meaning set forth in Section 9.02.

(w) "DGWR Financial Statements" has the meaning set forth in Section 3.08(a).

(x) "DGWR Material Adverse Effect" shall mean a Material Adverse Effect on DGWR.

(y) "DGWR Member" shall mean a member of DGWR as of the Closing Date.

(z) "DGWR Membership Interests" has the meaning set forth in Section 3.03(a).

(aa) "DGWR Required Consents" has the meaning set forth in Section 3.05.

(bb) "Environmental Law" shall mean any federal, state, foreign or local law, statute, rule or regulation, administrative decision, order or any common law, relating to the protection of the environment, natural resources or human health or safety or related to any emission, spill,

discharge, migration, release or threatened release of solid waste or Hazardous Substances into the environment (including ambient or indoor air, surface water, ground water, soil or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

(cc) "Environmental Permits" has the meaning set forth in Section 3.15.

(dd) "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

(ee) "ERISA Affiliate" shall mean, with respect to any Person, any entity that is a member of a "controlled group of corporations" with, or is under "common control" with, or is a member of the same "affiliated service group" with, such Person as defined in Section 414(b), (c), (m) or (o) of the Code.

(ff) "Fraud" means, with respect to a Party hereto, an actual and intentional fraud with respect to this Agreement and the transactions contemplated herein.

(gg) "GAAP" shall mean United States generally accepted accounting principles, consistently applied.

(hh) "Governmental Authority" shall mean the United States of America, any state, commonwealth, territory or possession thereof, any foreign state or government, and any political subdivision or quasi-governmental authority of any of the same, including, but not limited to, courts, arbitrators, tribunals, departments, commissions, boards, bureaus, agencies, counties, municipalities, provinces and other instrumentalities.

(ii) "Hazardous Substance" shall mean any pollutants, contaminants, chemicals, toxic or hazardous materials, noxious substances or wastes of any type which are defined or listed as toxic or hazardous, or any other substances that are otherwise regulated pursuant to, any Environmental Law, including, but not limited to: (i) oil, petroleum or petroleum compounds (refined or crude); (ii) flammable, explosive or radioactive materials or substances or radon; (iii) asbestos in any form that is or could become friable; (iv) lead-containing paint, pipes or plumbing; and (v) polychlorinated biphenyls or any electrical equipment which contains any oil or dialectic fluid containing polychlorinated biphenyls.

(jj) "Income Tax Return" shall mean any Tax Return that relates to Income Taxes.

(kk) "Income Taxes" shall mean all Taxes based upon, measured by, or calculated with respect to (i) gross or net income or gross or net receipts or profits (including, but not limited to, any capital gains, alternative minimum taxes, net worth and any taxes on items of tax preference, but not including sales, use, goods and services, real or personal property transfer or other similar taxes), (ii) multiple bases (including, but not limited to, corporate franchise, doing business or occupation taxes) if one or more of the bases upon which such tax may be based upon, measured by, or calculated with respect to, is described in clause (i) above, or (iii) withholding taxes measured with reference to or as a substitute for any tax described in clauses (i) or (ii) above; and "Income Tax" shall mean any one of them.

(ll) "Indebtedness" shall mean liabilities (including liabilities for principal, accrued interest,

penalties, fees and premiums) (i) for borrowed money, or with respect to deposits or advances of any kind (other than deposits, advances or excess payments accepted in connection with the sale of products or services in the ordinary course of business), (ii) evidenced by bonds, debentures, notes or similar instruments, (iii) upon which interest charges are customarily paid (other than obligations accepted in connection with the purchase of products or services in the ordinary course of business), (iv) under conditional sale or other title retention agreements, (v) issued or assumed as the deferred purchase price of property or services (other than accounts payable to suppliers incurred in the ordinary course of business and paid when due), (vi) of others secured by (or for which the holder of such liabilities has an existing right, contingent or otherwise, to be secured by) any Lien or security interest on property owned or acquired by the Person in question whether or not the obligations secured thereby have been assumed or (vii) under leases required to be accounted for as capital leases under GAAP.

(mm) "Indemnitee" has the meaning set forth in Section 9.04(a).

(nn) "Indemnitor" has the meaning set forth in Section 9.04(a).

(oo) "Intellectual Property" shall mean all domestic and foreign patents, patent applications, (together with all reissuances, continuations, continuations-in-part, revisions, extensions and reexaminations thereof), trademarks, service marks and other indicia of origin, trademark and service mark registrations and applications for registrations thereof, copyrights, copyright registrations and applications for registration thereof, rights or licenses to Internet domain names, applications and reservations therefor, and uniform resource locators and the Internet sites corresponding thereto, trade secrets, inventions (whether or not patentable), invention disclosures, moral and economic rights of authors and inventors (however denominated), technical data, customer lists, corporate and business names, trade names, trade dress, logos, brand names, know-how, mask works, formulae, methods (whether or not patentable), designs, processes, procedures, technology, source codes, object codes, computer software programs, software (other than "off-the-shelf," "shrink wrap" or "click-through" software), databases, data collections and other proprietary information or material of any type, whether written or unwritten.

(pp) "IRS" shall mean the United States Internal Revenue Service.

(qq) "Judgment" shall mean any judgment, writ, order, injunction, voluntary settlement agreement, award or decree (including any consent decree) of any court, judge, justice, arbitrator or magistrate, including any bankruptcy court or judge, or any other Governmental Authority.

(rr) "Knowledge of Critic" shall mean the actual knowledge, without any additional duty to investigate, of John Figlioni.

(ss) "Knowledge of DGWR" shall mean the actual knowledge, without any additional duty to investigate, of Bill Edmonds and David Bradford.

(tt) "Lease" has the meaning set forth in Section 3.12.

(uu) "Legal Requirements" shall mean applicable provisions of all constitutions, treaties, statutes, laws, rules, regulations, ordinances, codes, administrative decisions or orders of any Governmental Authority, as well as the common law.

(vv) "Liability" shall mean any Indebtedness and any other liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, including without limitation any penalties, interest and/or excise tax as may be applicable.

(ww) "Lien" shall mean any lien, mortgage, indenture, pledge, security interest, encumbrance or other adverse interest of any kind or description.

(xx) "Litigation" shall mean any claim, action, suit, proceeding, arbitration or governmental investigation (including a Tax audit) or procedure that could result in a Judgment.

(yy) "Losses" shall mean any claims, losses, liabilities, damages, Liens, Taxes, penalties, costs and expenses, including, but not limited to, reasonable fees and disbursements of counsel.

(zz) "Material Adverse Effect," used with respect to any Person, shall mean a material adverse effect or change on the condition (financial or otherwise), operations or results thereof, or properties or assets (taken as a whole), of such Person and its subsidiaries as a whole; provided, however, that "Material Adverse Effect" shall not include any event, occurrence, fact, condition, or change, directly or indirectly, arising out of or attributable to (i) any changes, conditions or effects in the United States' or foreign economies or securities or financial markets in general; (ii) changes, conditions or effects that generally affect the industries in which a Party operates; (iii) any change, effect or circumstance resulting from an action required or permitted by this Agreement; (iv) conditions caused by acts of terrorism or war (whether or not declared); (v) a change in law; (vi) changes in GAAP; (vii) the announcement of the transactions contemplated in this Agreement; (viii) changes in political conditions; or (ix) acts of God, provided, however, that any event, occurrence, fact, condition, or change referred to in clauses (i) through (ix) immediately above shall be taken into account in determining whether a Material Adverse Effect has occurred to the extent that such event, occurrence, fact, condition, or change has a disproportionate effect on the applicable Party compared to other participants in the industries in which the Party conducts its business.

(aaa) "Merger" shall have the meaning set forth in Section 2.01(a).

(bbb) "Merger Consideration" has the meaning set forth in Section 2.03(a).

(ccc) "Notice of Claim" has the meaning set forth in Section 9.04(a).

(ddd) "Notice of Dispute" has the meaning set forth in Section 10.02(b).

(eee) "Organizational Documents" shall mean, with respect to any corporation, those instruments that at the time constitute its charter as filed or recorded under the Legal Requirements of the jurisdiction of its incorporation, including the articles or certificate of incorporation and its by-laws, in each case including all amendments thereto, as the same

may have been restated; with respect to any limited liability company, those instruments that at the time constitute its certificate of organization as filed or recorded under the Legal Requirements of the jurisdiction of its organization and its limited liability company agreement or operating agreement, in each case, including all amendments thereto, as the same may be restated; and, with respect to any other entity, the equivalent organizational or governing documents of such entity.

(fff) "Party" and "Parties" have the meaning given in the introductory paragraph hereof.

(ggg) "Permitted Liens" shall mean (i) Liens for Taxes (A) not currently due and payable, or (B) being contested in good faith by appropriate proceedings for which adequate reserves have been provided in the DGWR Financial Statements; (ii) Liens of carriers, warehousemen, mechanics and materialmen incurred in the ordinary course of business for sums not yet delinquent; and (iii) all secured party lenders of DGWR who have perfected security interests though appropriate Uniform Commercial Code filings as of the Date of Execution.

(hhh) "Person" shall mean any natural person, Governmental Authority, corporation, general or limited partnership, limited liability company, joint venture, trust, association or unincorporated entity of any kind.

(iii) "Post-Closing Reverse Split" has the meaning set forth in Section 5.06(b).

(jjj) "Pre-Closing Tax Period" shall mean any Tax period ending on or before the Closing Date.

(kkk) "Preferred Stock" has the meaning set forth in Section 4.03(a).

(lll) "Related Person" shall mean, with respect to a specified entity (i) each other Person who owns of record or beneficially at least five percent of the outstanding capital stock or other equity securities of such entity, (ii) each individual who is an officer, director, manager, member, employee or owner of such entity, and (iii) any Affiliate or immediate family member of any Person described in clause (i) or (ii) of this definition.

(mmm) "SEC" shall mean the United States Securities and Exchange Commission.

(nnn) "Tax Return" shall mean any report, return, statement or other written information supplied, or required by Legal Requirements to be supplied, to any Governmental Authority in connection with any Taxes.

(ooo) "Taxes" shall mean (i) all levies and assessments of any kind or nature imposed by any Governmental Authority, including, but not limited to, all income, sales, use, ad valorem, value added, franchise, severance, net or gross proceeds, withholding, payroll, employment, excise or property taxes, together with any interest thereon and any penalties, additions to tax or additional amounts applicable thereto, and (ii) any liability for the payment of any amount of the type described in clause (i) above as a result of (A) being a "transferee" (within the meaning of Section 6901 of the Code) of another Person, (B) being a member of an affiliated, combined or consolidated group, or (C) a contractual arrangement or otherwise.

(ppp) "WARN" has the meaning set forth in Section 3.13(d).

Section 1.02 Interpretive Provisions. Unless the express context otherwise requires:

(a) the words "hereof," "herein," and "hereunder" and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa;

(c) the terms "Dollars" and "$" mean United States Dollars;

(d) references herein to a specific Article, Section, Subsection, Recital, Schedule or Exhibit shall refer, respectively, to Articles, Sections, Subsections, Recitals, Schedules or Exhibits of this Agreement;

(e) wherever the word "include," "includes," or "including" is used in this Agreement, it shall be deemed to be followed by the words "without limitation";

(f) references herein to any gender shall include each other gender;

(g) references herein to any Person shall include such Person's heirs, executors, personal representatives, administrators, successors and assigns; provided, however, that nothing contained in this Section 1.02(g) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(h) references herein to a Person in a particular capacity or capacities shall exclude such Person in any other capacity;

(i) references herein to any contract or agreement (including this Agreement) mean such contract or agreement as amended, supplemented or modified from time to time in accordance with the terms thereof;

(j) with respect to the determination of any period of time, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding";

(k) references to a "day" or number of "days" (without the explicit use of the defined term "Business Say") will be interpreted as a reference to a calendar day or number of calendar days;

(l) references herein to any law or any license mean such law or license as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time; and

(m) references herein to any law shall be deemed also to refer to all rules and regulations promulgated thereunder.

Article II. TRANSACTIONS.

Section 2.01 The Merger.

(a) Upon the terms and subject to the satisfaction or waiver of the conditions set forth in this Agreement, and in accordance with the Act, at the Closing Date (i) Merger Sub shall be merged with and into DGWR, with DGWR surviving as a wholly owned subsidiary of Critic (hereinafter the "Merger").

(b) At Closing DGWR, Merger Sub and Critic shall duly prepare, execute, acknowledge and deliver to the Secretary of State of the State of Georgia articles of merger in the form attached as Exhibit 2.01 ("Articles of Merger"). The Merger shall become effective upon the filing of the Articles of Merger with the Secretary of State of the State of Georgia (the "Closing Date").

(c) The Parties intend for the Merger as contemplated hereunder to qualify as a tax-free exchange pursuant to Section 368(a)(1)(A) of the Code. The Parties agree to file any and all tax returns consistent with the treatment of the Merger as a tax-free transaction under Section 368(a)(1)(A) of the Code.

Section 2.02 Conversion of DGWR Membership Interests.

(a) At and as of the Closing Date, by virtue of the Merger and without any action on the part of DGWR, Merger Sub or Critic, all of the DGWR Membership Interests shall be converted into the right to receive the pro rata shares of the Merger Consideration in accordance with Section 2.03.

(b) At and as of the Closing Date, by virtue of the Merger and without any action on the part of DGWR, Merger Sub or Critic, all options or other rights to acquire any DGWR Membership Interest shall be converted into the right to receive shares of Common Stock in accordance with Section 2.03.

(c) Prior to the date hereof, Critic has issues a warrant to Saint James Capital Management, LLC ("Saint James") to purchase 5,000,000,000 shares of common stock at $0.0003 per share (the "Saint James Warrant").

(d) No DGWR Membership Interest shall be deemed to be outstanding or to have any rights after the Closing Date, other than as set forth in this Agreement.

Section 2.03 Merger Consideration.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each percentage of DGWR Membership Interest shall be converted into the right to receive 850,000,000 shares of common stock, currently par value $0.0001 per share of Critic (the "Common Stock"), with partial percentage interests to receive appropriate percentages of such number, all of which shares of Common Stock issued in exchange for the DGWR Membership Interests hereunder shall constitute at least eighty five percent (85%) of Critic's outstanding Common Stock on a fully diluted basis as of the Closing Date, for a total of 85,000,000,000 shares of Common Stock (the "Merger Consideration").

(b) Following the Closing Date, all DGWR Membership Interests shall thereafter automatically be cancelled, retired and cease to exist and any certificates or other indicia of ownership previously representing the DGWR Membership Interests shall have no further force and effect. Critic shall issue irrevocable instructions to its transfer agent to pay the Merger Consideration to DGWR Members set forth herein.

Section 2.04 Exchange of Shares. At the Closing, each DGWR Member shall execute and deliver to Critic an irrevocable power of such DGWR Membership Interests and Critic shall deliver to the DGWR Members their respective portion of the Merger Consideration, as set forth in this Agreement. The Merger Consideration to be issued to the DGWR Members in accordance with the terms hereof shall be issued in full satisfaction of all rights pertaining to the DGWR Membership Interests.

Section 2.05 Post-Closing Capitalization. Following the Closing of the Merger, the capitalization of Critic shall be as follows:

(i) Shareholders of Critic as of immediately prior to the Closing Date shall hold 1,697,101,862 shares of Common Stock.

(ii) The DGWR Members shall hold 85,000,000,000 shares of Common Stock.

(iii) 13,300,000,000 shares of Common Stock shall be issuable upon conversion of the Antevorta Notes, which shares shall be held in reserve with Critic's transfer agent.

(iv) The Saint James Warrant shall remain effective, pursuant to which Saint James shall have the right to purchase 5,000,000,000 shares of Common Stock at $0.0003 per share.

Article III. REPRESENTATIONS AND WARRANTIES OF DGWR.

Except as set forth on the DGWR Disclosure Schedules as attached hereto as Exhibit 3, referencing the particular Section of this Article III to which such disclosure relates, DGWR represents and warrants to Critic as follows:

Section 3.01 Organization and Qualification of DGWR. DGWR is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to own and lease the properties and assets it currently owns and leases and to conduct its activities as currently conducted and as presently contemplated to be conducted. DGWR is duly qualified to do business as a foreign corporation and is in good standing (with respect to jurisdictions that recognize the concept of good standing) in all jurisdictions in which the ownership or leasing of the properties and assets owned or leased by it or the nature of its activities makes such qualification necessary, and where the failure to be so qualified could have a DGWR Material Adverse Effect. Section 3.01 of the DGWR Disclosure Schedules sets forth a true and complete list of (i) the jurisdictions of organization of DGWR and each jurisdiction in which DGWR is qualified to do business, (ii) every state or foreign jurisdiction in which DGWR has employees or facilities and (iii) the directors and officers of DGWR.

Section 3.02 Authority. DGWR has all necessary power and authority to execute and deliver this Agreement and each other instrument or document required to be executed and delivered by it

pursuant to this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery by DGWR of this Agreement, the performance of its obligations hereunder and the consummation by DGWR of the transactions contemplated hereby have been duly and validly authorized by all requisite action on the part of DGWR, as applicable, and no other proceedings on the part of DGWR is necessary to authorize this Agreement or to consummate the transactions so contemplated herein. This Agreement has been duly and validly executed and delivered by DGWR and constitutes a legal, valid and binding obligation of DGWR enforceable against DGWR in accordance with its terms, except to the extent that the enforceability thereof may be limited by general equitable principles or the operation of bankruptcy, insolvency, reorganization, moratorium or similar laws.

Section 3.03 Capitalization of DGWR; Etc.

(a) As of the date hereof, the issued and outstanding equity interests of DGWR are comprised of limited liability company membership interests of limited liability company interests (each, a "DGWR Membership Interest" and, collectively, the "DGWR Membership Interests"). The DGWR Membership Interests have been duly authorized and are validly issued and outstanding. There are no declared or accrued and unpaid distributions with respect to any DGWR Membership Interests. All DGWR Membership Interests were issued in compliance with applicable federal and state securities laws. DGWR has never adopted, sponsored or maintained any option plan or any other plan or agreement providing for equity compensation to any Person. There are no equity interests of DGWR issued, reserved for issuance or outstanding and no other Person owns or has the right to purchase or receive any DGWR Membership Interests or other equity interest in DGWR. There are no authorized or outstanding subscriptions, options, convertible securities, bonds, debentures, notes, exchangeable securities, warrants, puts, calls, equity interests or other rights of any kind issued or granted by, or binding upon, DGWR to sell or otherwise issue or to purchase or otherwise acquire any security of or ownership interest in DGWR. There are not, as of the date hereof, and there will not be at the Closing Date, any membership agreements, operating agreements, voting trusts or other agreements or understandings to which DGWR is a party. Except as set forth in Section 3.03(a) of the DGWR Disclosure Schedules, there are no outstanding contractual obligations of DGWR to repurchase, redeem or otherwise acquire any DGWR Membership Interests, options, warrants or other equity interests of DGWR.

(b) DGWR has delivered to Critic true and complete copies of the Organizational Documents of DGWR. Such Organizational Documents are in full force and effect. The books of DGWR contain accurate and complete records of all meetings held by, and actions taken by, the members or managers of DGWR, and no meeting of any members or managers have been held where material matters were approved, voted upon or acted upon for which minutes have not been prepared and are not contained in such minute books.

Section 3.04 DGWR Subsidiaries. DGWR does not own, directly or indirectly, any equity interests in any corporation, partnership, joint venture, limited liability company, trust or other legal entity. DGWR does not own (and has never in the past owned) any equity, partnership, stock, membership, or similar interest in, or any interest convertible into or exchangeable or exercisable for, directly or indirectly, any equity, partnership, stock, membership or similar interest in, any Person, and is not under any obligation to form or participate in, provide funds to, or make any loan, capital contribution or other investment in, any Person.

Section 3.05 No Conflicts; Required Consents. The execution and delivery by DGWR of this Agreement, and the consummation of the transactions contemplated hereby and thereby will not: (i) conflict with or violate any provision of the Organizational Documents of DGWR; (ii) to the Knowledge of DGWR, violate any provision of any Legal Requirement; (iii) conflict with, violate, result in a breach of, constitute a default under (determined without regard to requirements of notice or lapse of time, or both) or accelerate or permit the acceleration of the performance required by, any Contract to which DGWR is a party; or (iv) result in the creation or imposition of any Lien on any assets or properties of DGWR. The consents and Approvals as set forth in Section 3.05 of the DGWR Disclosure Schedules constitute all of the Approvals, consents, authorizations of, or filings of any certificate, notice, application, report or other document with, any Governmental Authority or other Person required for the consummation of the Merger and the transactions as set forth herein by DGWR (the "DGWR Required Consents")

Section 3.06 Litigation. There is no Litigation pending or, to the Knowledge of DGWR, threatened against DGWR or any of its officers, directors or shareholders and DGWR has not received written notice of any claim, complaint, incident, report, threat or notice of any such Litigation and, to the Knowledge of DGWR, there is no basis therefor. There is no Litigation pending or threatened against any other Person by DGWR. There are no outstanding Judgments against or involving or affecting DGWR or any of its assets or properties, and DGWR is not in default with respect to any such Judgment of which it has Knowledge or served upon it.

Section 3.07 Compliance with Applicable Legal Requirements.

(a) DGWR has complied in all material respects, and is in compliance in all material respects, with all Legal Requirements applicable to it and to its assets, properties, operations and business. To the Knowledge of DGWR, DGWR has not received any notice from any Governmental Authority to the effect, or otherwise been advised, that it is not in compliance with any such Legal Requirements, and DGWR has no Knowledge that any existing circumstances are likely to result in a Litigation for a violation of any such Legal Requirement. To the Knowledge of DGWR, no investigation or review by any Governmental Authority with respect to DGWR, DGWR's agents, or other representatives is pending or, to the Knowledge of DGWR, threatened, nor has any Governmental Authority given DGWR written notice of its intention to conduct the same.

(b) There is no Contract or Judgment binding upon DGWR which has had or could reasonably be expected to have a material effect on (i) the business practice of DGWR, (ii) any acquisition of property (tangible or intangible) by DGWR, (iii) the conduct of business by DGWR, or (iv) the freedom of DGWR to engage in any line of business or to compete with any Person.

Section 3.08 Financial Statements.

(a) Concurrently with the execution of this Agreement, DGWR shall provide copies of DGWR's audited consolidated balance sheets, statements of income and statements of cash flows as of and for the years ended December 31, 2015 and 2016 and non-reviewed financial statements for the six-month period ended June 30, 2017 (the "DGWR Financial Statements").

(b) The DGWR Financial Statements will be prepared in accordance with GAAP, applied on a consistent basis throughout the period involved and present fairly in all material respects the financial condition of DGWR as of the dates of such statements and the results of operation for the periods then ended. DGWR had no liabilities, commitments or obligations of any nature, whether absolute, accrued, contingent or otherwise not shown and adequately provided for in the DGWR Financial Statements or in the Schedules to this Agreement.

Section 3.09 Liabilities. To the Knowledge of DGWR, DGWR does not have any liabilities of any kind or nature whatsoever (accrued, absolute, contingent or otherwise), except (a) those which are adequately reflected or reserved against in the DGWR Financial Statements; and (b) those that were incurred in the ordinary course of business consistent with past practice since the date of the DGWR Financial Statements.

Section 3.10 Tax Returns and Payments.

(a) DGWR has timely paid or caused to be paid all Taxes required to be paid by it through the date hereof and as of the Closing (whether or not shown as due on any Tax Return); and has filed or caused to be filed in a timely manner (within any applicable extension periods) all Tax Returns required to be filed by it with the appropriate Governmental Authority in all jurisdictions in which such Tax Returns are required to be filed, and all Tax Returns filed on its behalf were complete and correct in all material respects.

(b) To the Knowledge of DGWR, DGWR has not been notified by the IRS or any other Governmental Authority that any issues have been raised (and no such issues are currently pending) by the IRS or any other taxing authority in connection with any Tax Return filed by it or on its behalf; there are no pending Tax audits and no waivers of statutes of limitations have been given or requested with respect to DGWR; no Tax Liens have been filed against DGWR; and no unresolved deficiencies or additions to Taxes have been proposed, asserted, or assessed against DGWR.

(c) DGWR is a limited liability company for U.S. federal Income Tax purposes.

(d) DGWR has not changed its accounting method as described in Section 481 of the Code, has a request pending with, or been required by the IRS, to change its accounting methods.

(e) DGWR has timely withheld all amounts required by Legal Requirements or agreement to be withheld from the wages, salaries or other payments to employees of or consultants or contractors to DGWR has filed returns and deposits with the relevant Governmental Authority where applicable, and is not liable for any arrears of wages, compensation, Taxes, penalties or other sums for failure to comply with any of the foregoing.

(f) DGWR is not a party to any Tax sharing agreement or similar arrangement (including an indemnification agreement or arrangement). DGWR has never been a member of a group filing a consolidated federal income Tax Return or a combined, consolidated, unitary or other affiliated group Tax Return for state, local or foreign Tax purposes and DGWR has no liability for the Taxes of any person under Treasury Regulation Section 1.1502-6 (or any corresponding provision of state, local or foreign Tax law), or as a transferee or successor, or by contract, or otherwise.

(g) DGWR will not be required to include any amount in income for taxable periods (or portions thereof) after the Closing Date as a result of (i) entering into any "closing agreement" within the meaning of Section 7121 of the Code (or any similar provision of applicable state, local or foreign Law) on or prior to the Closing Date, (ii) any intercompany transaction or excess loss account described in the Treasury Regulations promulgated pursuant to Section 1502 of the Code (or any corresponding or similar provision of state, local or foreign law), (iii) any installment sale or open transaction disposition made on or prior to the Closing Date, and (iv) any prepaid amount received on or prior to the Closing Date.

Section 3.11 Absence of Certain Changes or Events. DGWR has conducted its business only in the ordinary and usual course and in a manner consistent with past practice and there has not been any change, event, loss, development, damage or circumstance affecting DGWR which, individually or in the aggregate, has had or could reasonably be expected to have a DGWR Material Adverse Effect.

Section 3.12 Title to and Status of Assets and Properties. Section 3.12 of the DGWR Disclosure Schedules lists all real property owned by DGWR and all real property leases and subleases under which DGWR is the lessee. DGWR is the sole and exclusive legal and equitable owner of all right, title and interest in, and has good, valid and marketable title to, all assets, properties and rights purported to be owned by DGWR, and the legal and valid right to use all other assets, properties and rights used or held for use by DGWR (collectively, the "DGWR Assets"). For the avoidance of doubt, all of DGWR's customer Contracts, whether signed, in the process of being signed and/or currently under negotiations, shall be deemed to be DGWR Assets. Each lease and sublease of real property (each, a "Lease") is valid and in full force and effect and neither DGWR, nor, to the Knowledge of DGWR, any other party to a Lease, has violated any provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a default of the provisions of such Lease, and DGWR has not received written notice that it has breached, violated or defaulted under any Lease. DGWR has provided Critic with true, correct and complete copies of all Leases, including all amendments thereto. Other than the fee and leased parcels of real property set forth in Section 3.12 of the DGWR Disclosure Schedule, DGWR has not entered into any letter of intent, purchase contract, option or other agreement by which DGWR has agreed to acquire any fee or leased parcel of real property. To the Knowledge of DGWR, there are no mortgages or monetary liens or judgments encumbering the owned real property or the leasehold interests of DGWR in any leased or subleased parcels of real property. All tangible assets included in the DGWR Assets have been maintained in accordance with normal industry practice and are in good operating condition and repair, subject to ordinary wear and tear, and there has not been any interruption of the operations of DGWR's business due to the condition of any such assets or properties. The DGWR Assets comprise all assets, properties, rights and Contracts used in connection with the operation of DGWR's business, which are all of the assets, properties, rights and Contracts necessary for the operation of DGWR's business following the Closing in substantially the same manner as it is currently operated. No other Person owns or has the right to use any of the assets or property used in connection with the operation of DGWR's business. To the Knowledge of DGWR, there is no fact or condition relating to DGWR or any assets or properties thereof that will require a significant expenditure to address within the next twelve months.

Section 3.13 Employee Relations.

(a) DGWR is not a party to, or bound by any, collective bargaining agreements and no union or

other labor organization is certified to represent the employees of DGWR.

(b) DGWR has complied with all Legal Requirements relating to employment and employment practices in all material respects, including, without limitation, payment of income and payroll Taxes, payment of wages, worker classification, overtime and minimum wage requirements, occupational safety and health, unlawful discrimination and any payments, contributions or premiums payable to any Governmental Authority with respect to social insurance, unemployment compensation, workers' compensation or other statutorily required benefits or obligations for the employees of DGWR.

(c) To the Knowledge of DGWR, there are no labor or employment disputes, lawsuits, employee grievances or disciplinary actions or investigations pending or threatened against or involving DGWR by any current or former employees of DGWR.

(d) Within the past three years, DGWR has not conducted a "plant closing" or a "mass layoff", as each of those terms is defined in the Workers' Adjustment and Retraining Notification Act ("WARN") (or similar, applicable state law), without complying with the notice requirements of WARN or similar, applicable state law.

Section 3.14 Employment Contracts and Terms. DGWR is not a party to or bound by any employment contracts. All employees of DGWR as of the date hereof are employed "at will" and, to the Knowledge of DGWR, are eligible to work lawfully in the United States.

Section 3.15 Environmental. No written notice, notification, demand, claim, letter, request for information, citation, summons, complaint or order has been received by, and no notice, demand, claim, letter, request for information, investigation or legal proceeding is pending or, to the Knowledge of DGWR, threatened against DGWR with respect to any matters relating to or arising out of any Environmental Law. DGWR is and has at all times been in compliance, in all material respects, with all Environmental Laws and with any necessary Environmental Permits (as hereinafter defined). DGWR possesses all necessary permits, authorizations, approvals, licenses, consents, exemptions and other governmental authorizations required for their current operations under applicable Environmental Laws ("Environmental Permits") and all such Environmental Permits are in full force and effect. DGWR is not in violation of any Environmental Permit or of any obligations, orders, schedules and timetables issued pursuant thereto; and there are no proceedings pending or, to the Knowledge of DGWR, threatened which would jeopardize the validity of any Environmental Permit. To the Knowledge of DGWR, there are no facts, circumstances or conditions that could reasonably be expected to be the basis of or to result in DGWR incurring liability for the release of Hazardous Substances or incurring any liability, obligations, requirements for remedial or corrective action or costs under Environmental Laws, or could reasonably be expected to prevent or restrict DGWR's compliance with Environmental Laws or to restrict its use or transfer of any property pursuant to Environmental Laws. To the Knowledge of DGWR, none of the properties currently or formerly owned, leased or operated by DGWR has been listed in, nor has DGWR disposed or transported any Hazardous Substances to any site that has been listed in, the National Priorities List or any other list of sites requiring clean-up or investigation under Environmental Law maintained by any Governmental Authority; and DGWR has made available to Critic complete, true and correct copies of all material environmental records, reports, assessments, studies, sampling results, investigations, audits, notifications, Environmental Permits and pending permit applications.

Section 3.16 DGWR Benefit Arrangements. Section 3.16 of the DGWR Disclosure Schedules includes a true and complete description of all arrangements under or with respect to which DGWR or any of its ERISA Affiliates provides employee or executive compensation (other than salary or wage), bonus or benefits to any current, former or retired employee, any employee on an approved leave of absence, or any dependent of such Person, whether or not such DGWR Benefit Arrangement is covered by ERISA (each, a "DGWR Benefit Arrangement"). DGWR has provided to Critic true and complete copies of each DGWR Benefit Arrangement or, in the case of each DGWR Benefit Arrangement not existing in written form, a complete and accurate description of its material terms. DGWR does not contribute or have any obligation to contribute, nor has it contributed or had any obligation to contribute, to any multi-employer plan, multiple-employer plan, multiple employer welfare arrangement, a self-funded employee welfare plan, or defined benefit plan subject to Title IV of ERISA (as each term is defined in ERISA) in which any former, retired or current employees have or have had any right to participate. DGWR has no obligation to provide any former or retired employees with health insurance, life insurance or other welfare benefits, other than as required by the health care continuation and notice provisions of ERISA Section 601, *et seq.* and Code Section 4980B and applicable state law.

Section 3.17 Intellectual Property. Section 3.17 of the DGWR Disclosure Schedule contains a complete list of all Intellectual Property currently owned, used or held for use by DGWR.

Section 3.18 Internal Controls. DGWR maintains a system of internal control over financial reporting sufficient to provide reasonable assurance that DGWR maintains records that in reasonable detail accurately and fairly reflect their respective transactions and dispositions of assets.

Section 3.19 Disclosure. Neither this Agreement (including the exhibits and schedules hereto) nor any other agreement, document or certificate delivered or to be delivered to Critic by or on behalf of DGWR pursuant to the terms of this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. There is no fact within the Knowledge of DGWR that has not been disclosed in this Agreement and which could reasonably be expected to have a DGWR Material Adverse Effect.

Article IV. REPRESENTATIONS AND WARRANTIES OF CRITIC.

Except as set forth on the Critic Disclosure Schedules as attached hereto as Exhibit 4, referencing the particular Section of this Article IV to which such disclosure relates, Critic represents and warrants to DGWR as follows:

Section 4.01 Organization and Qualification.

(a) Critic is a corporation duly organized, validly existing and in good standing under the laws of the State of Wyoming, and has all requisite power and authority to own and lease the properties and assets it currently owns and leases and to conduct its activities as currently conducted and as presently contemplated to be conducted. Critic is duly qualified to do business as a foreign corporation and is in good standing (with respect to jurisdictions that recognize the concept of good standing) in all jurisdictions in which the ownership or leasing of the properties and assets owned or leased by it or the nature of its activities makes such qualification necessary, and where the failure to be so qualified could have a Critic Material

Adverse Effect on it.

(b) Merger Sub is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Georgia, and has all requisite power and authority to own and lease the properties and assets it currently owns and leases and to conduct its activities as currently conducted and as presently contemplated to be conducted. Merger Sub is duly qualified to do business as a foreign corporation and is in good standing (with respect to jurisdictions that recognize the concept of good standing) in all jurisdictions in which the ownership or leasing of the properties and assets owned or leased by it or the nature of its activities makes such qualification necessary, and where the failure to be so qualified could have a Critic Material Adverse Effect.

Section 4.02 Authority. Critic and Merger Sub each have all requisite corporate or limited liability company power, as applicable, power and authority to execute, deliver and perform this Agreement. The execution, delivery, and performance of this Agreement by Critic and Merger Sub have been duly and validly authorized by all necessary action on the part of Critic and Merger Sub as applicable. This Agreement has been, and each of the agreements and documents contemplated herein when executed will be, duly and validly executed and delivered by Critic or Merger Sub, as applicable, and are or will be, as applicable, the valid and binding obligation of Critic or Merger Sub, as applicable, enforceable against Critic or Merger Sub, as applicable, in accordance with their terms, except to the extent that the enforceability thereof may be limited by general equitable principles or the operation of bankruptcy, insolvency, reorganization, moratorium or similar laws.

Section 4.03 Capitalization of Critic; Etc.

(a) As of the date hereof, Critic is authorized to issue 110,000,000,000 shares of Common Stock and 2,000,000 shares of preferred stock, par value $0.0001 per share (the "Preferred Stock"). 4,697,101,862 shares of Common Stock are issued and outstanding and 2,000,000 Shares of Preferred Stock are issued and outstanding. Following the Closing, the Antevorta Notes will be convertible into a total of 13,300,000 shares of Common Stock following the Post-Closing Reverse Split, and such shares shall be held in reserve at the transfer agent. All outstanding shares of Common Stock as of the Closing Date shall have been issued in compliance with applicable federal and state securities Laws. Section 4.03 of the Critic Disclosure Schedules sets forth all of the outstanding subscriptions, options, warrants and convertible securities of Common Stock as of the Date of Execution.

(b) Critic has delivered to DGWR true and complete copies of the Organizational Documents of Critic and Merger Sub. Such Organizational Documents are in full force and effect. The minute books of Critic and Merger Sub contain accurate and complete records of all meetings held by, and actions taken by, the directors and shareholders of Critic and the member of Merger Sub, and no meeting of any directors, shareholders or members have been held where material matters were approved, voted upon or acted upon for which minutes have not been prepared and are not contained in such minute books.

(c) The Merger Consideration, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement, will be validly issued, fully paid and non-assessable and subject to restrictions of applicable state and federal securities laws and restrictions.

(d) The Merger Consideration Stock will be issued in compliance with all applicable federal and state securities laws.

Section 4.04 Critic Subsidiaries. Critic owns 100% of the equity interests of Merger Sub. Other than Merger Sub, Critic does not own, directly or indirectly, any of the stock or equity interests in any corporation, partnership, joint venture, limited liability company, trust or other legal entity. Critic does not own (and has never in the past owned) any equity, partnership, stock, membership, or similar interest in, or any interest convertible into or exchangeable or exercisable for, directly or indirectly, any equity, partnership, stock, membership or similar interest in, any Person other than Merger Sub, and is not under any obligation to form or participate in, provide funds to, or make any loan, capital contribution or other investment in, any Person, other than as set forth herein.

Section 4.05 No Conflicts; Required Consents. The execution and delivery by Critic and Merger Sub of this Agreement and the agreements and documents contemplated herein do not, and the consummation of the transactions contemplated hereby will not: (i) conflict with or violate any provision of the certificate of incorporation or by-laws or like organizational documents of Critic or Merger Sub; (ii) violate any provision of any Legal Requirements; or (iii) conflict with, violate, result in a breach of, constitute a default under (determined without regard to requirements of notice or lapse of time, or both) or accelerate or permit the acceleration of the performance required by, any material Contract to which Critic or Merger Sub is a party or by which Critic or Merger Sub or the assets or properties owned or leased by either of them are bound or affected. The consents and Approvals as set forth in Section 4.05 of the Critic Disclosure Schedules constitute all of the Approvals, consents, authorizations of, or filings of any certificate, notice, application, report or other document with, any Governmental Authority or other Person required for the consummation of the Merger and the transactions as set forth herein by Critic and Merger Sub (the "Critic Required Consents").

Section 4.06 Litigation. To the Knowledge of Critic, without due investigation, there is no Litigation pending or threatened against Critic or Merger Sub or any of their respective officers, directors or shareholders (in their capacities as such), and neither Critic nor Merger Sun has received written notice of any claim, complaint, incident, report, threat or notice of any such Litigation and, to the Knowledge of Critic and Merger Sub, there is no basis therefor. There is no Litigation pending or threatened against any other Person by Critic or Merger Sub. There are no outstanding Judgments against or involving or affecting Critic or Merger Sub or any of their respective assets, properties or Related Persons, and neither Critic nor Merger Sub is in default with respect to any such Judgment of which it has Knowledge or has been served upon it.

Section 4.07 Disclosure. Neither this Agreement (including the exhibits and schedules hereto) or any other agreement, document or certificate delivered or to be delivered to DGWR by or on behalf of Critic or Merger Sub pursuant to the terms of this Agreement, nor any periodic reports filed by Critic as an alternative reporting company during the two (2) years prior to the date of this Agreement, nor any other agreement, document or certificate delivered or to be delivered to DGWR by or on behalf of Critic or Merger Sub pursuant to the terms of this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements contained herein or therein not misleading in light of the circumstances under which they were made. There is no fact within the Knowledge of Critic or Merger Sub that has not been disclosed in this Agreement and which could have a Critic Material Adverse Effect.

Section 4.08 No Liabilities. As of the Closing, Critic shall have no direct, indirect or contingent Liabilities other than the Antevorta Notes.

Article V. CERTAIN COVENANTS AND AGREEMENTS.

Section 5.01 Split off. Contemporaneous with Closing, Critic shall execute an Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations, substantially in the form as attached hereto as Exhibit D, to spin-off the existing business of Critic to Saint James in exchange for an assumption of Critic's liabilities (but not the Antevorta Notes) and cancellation of 3,000,000,000 existing shares of Common Stock.

Section 5.02 Antevorta Notes.

(a) The Parties acknowledge and agree that there are currently issued and outstanding two convertible promissory notes between Critic as borrower and Antevorta Capital Partners Ltd. ("Antevorta") as lender (the "Antevorta Notes"), which Antevorta Notes have an outstanding balance of $200,000. Prior to the Closing, Antevorta shall waive any interest accruing under the Antevorta Notes prior to the Closing and will waive any future interest that would accrue following the Closing, which shall be evidenced by an amendment to the Antevorta Notes and which shall be delivered to DGWR at the Closing (the "Antevorta Amendment").

(b) The Antevorta Notes are convertible into 13,300,000,000 shares of Common Stock.

(c) The total amount payable on the Antevorta Notes as of the Closing shall be no more than $200,000.

Section 5.03 Board and Officer Matters. Effective as of the Closing Date, all of the members of the Board of Directors of Critic (the "Board") and all of the officers of Critic shall resign, and (i) Bill Edmonds and David Bradford shall be named as the directors of Critic; (ii) Bill Edmonds shall be named as the Chief Executive Officer and President of Critic; and (iii) David Bradford shall be named as the Chief Operating Officer and Chief Financial Officer of Critic.

Section 5.04 Assumption of Employment Agreements.

(a) At the Closing Date and as a condition to the Closing, Critic, DGWR and Bill Edmonds shall enter into the Assignment and Assumption of Edmonds Employment Agreement, substantially in the form as attached hereto as Exhibit A (the "Assignment and Assumption of Edmonds Employment Agreement") pursuant to which Critic shall assume the Edmonds Employment Agreement from DGWR.

(b) At the Closing Date and as a condition to the Closing, Critic and David Bradford shall enter into the Assignment and Assumption of Bradford Employment Agreement substantially in the form as attached hereto as Exhibit B (the "Assignment and Assumption of Bradford Employment Agreement"), pursuant to which Critic shall assume the Bradford Employment Agreement from DGWR.

Section 5.05 OTC Filings.

(a) Following the Date of Execution, Critic shall prepare and file with OTC Markets Group such

documents as required to disclose the Merger and the other transactions contemplated herein, including a Supplemental Information Statement which shall include two years of audited and interim unaudited financial statements as well as an executive summary of the business of Critic.

(b) Within 30 days of the Date of Execution, Critic shall complete its audit of two years of financial statements, to be completed by the Auditors, and shall thereafter file a Form 10 with the SEC and shall use its commercially reasonable efforts to becoming a company subject to the reporting requirements of Section 12(g) of the Exchange Act.

Section 5.06 Certain Actions to Commence at the Prior to Closing Date. At the time of Closing, the existing Board and management of Critic prior to resigning shall utilize their commercially reasonable efforts to undertake their following:

(a) Commence efforts to change Critic's name to Deep Green Waste & Recycling Inc. The completion of these efforts is expected to occur after the Closing Date, as they require notice to FINRA.

(b) Commence efforts to complete a 1 for 1,000 reverse split of the Common Stock (the "Post-Closing Reverse Split"). The completion of these efforts is expected to occur after the Closing Date, as they require notice to FINRA.

(c) For those personnel not covered by employment agreements as stated in Section 5.04, the Parties shall negotiate in good faith a bonus package for the officers, directors and key employees of DGWR to conclude after the Closing Date. It is also agreed that the personnel that become officers of Critic at the Closing Date shall receive a monthly salary comparative to other executives in the same capacity.

(d) Commence efforts to adopt a stock incentive plan for the issuance of, or options and other rights to acquire, 8,000,000 (Post-Closing Reverse Split) shares of Common Stock.

Section 5.07 Affirmative Pre-Closing Covenants of Critic and Merger Sub. Critic and Merger Sub covenant and agrees that, except as DGWR otherwise may consent in writing, between the Date of Execution and the Closing Date, Critic and Merger Sub shall each:

(a) operate in the usual, regular, and ordinary course and consistent with past practices, according to the plans and budgets previously made available to DGWR and, to the extent consistent with such operation, use commercially reasonable efforts to: (i) preserve its current business organization;

(b) keep available the services of their respective officers, employees and consultants;

(c) preserve their relationships with all customers, suppliers, licensees and others having business dealings with Critic;

(d) maintain its assets and property in their condition as of the date of this Agreement, ordinary wear and loss by fire or other casualty excepted; and

(e) keep each of their material Contracts in full force and effect.

Section 5.08 Negative Pre-Closing Covenants of Critic and Merger Sub. Except as DGWR otherwise may consent in writing, or as contemplated by this Agreement, between the Date of Execution and the Closing Date, each of Critic and Merger Sub shall not, directly or indirectly:

(a) amend its respective Organizational Documents, or otherwise alter its corporate structure through merger, liquidation, reorganization, restructuring or otherwise;

(b) sell, transfer, pledge, dispose of or encumber any assets or properties, other than (i) dispositions of inventory and supplies in the ordinary course of business and not material in amount, either individually or in the aggregate, or (ii) pursuant to an existing Contract;

(c) issue, sell, transfer, pledge, dispose of or encumber any shares of capital stock or other ownership interest of any class, or any options, warrants, convertible or exchangeable securities or other rights of any kind to acquire any shares of capital stock or any other ownership interest of Critic or Merger Sub, or acquire (by merger, consolidation, acquisition of stock or assets or otherwise) any Person or division thereof;

(d) declare, set aside or pay any distributions (whether in cash, stock or other securities or property, or any combination thereof) with respect to any ownership interests in Critic or Merger Sub, or repurchase, redeem or acquire any ownership interests in DGWR or Merger Sub; or

(e) authorize, recommend, propose, announce or enter into any agreement, contract, commitment or arrangement to do any of the foregoing.

Section 5.09 Affirmative Pre-Closing Covenants of DGWR. DGWR covenants and agrees that, except as Critic otherwise may consent in writing, between the Date of Execution and the Closing Date, DGWR shall:

(a) operate in the usual, regular, and ordinary course and consistent with past practices, according to the plans and budgets previously made available to Critic and, to the extent consistent with such operation, use commercially reasonable efforts to (i) preserve its current business organization; (ii) keep available the services of their officers, employees and consultants; and (iii) preserve their relationships with all customers, suppliers, licensees and others having business dealings with DGWR;

(b) maintain (i) its assets and property in their condition as of the date of this Agreement, ordinary wear and loss by fire or other casualty excepted, (ii) its material contracts in full force and effect, and (iii) insurance policies in full force and effect; and

(c) upon request by Critic, deliver to Critic true and complete copies of all regularly prepared periodic financial statements and operating reports of DGWR.

Section 5.10 Negative Pre-Closing Covenants of DGWR. Except as Critic otherwise may consent in writing, or as contemplated by this Agreement, between the Date of Execution and the Closing Date, DGWR shall not, directly or indirectly:

(a) (i) modify, amend, terminate or transfer any Material DGWR Contract or waive, release or assign any material rights or claims thereto or thereunder; or (ii) enter into or extend any

lease with respect to real property;

(b) amend its Organizational Documents, or otherwise alter its corporate structure through merger, liquidation, reorganization, restructuring or otherwise;

(c) sell, transfer, pledge, dispose of or encumber any assets or properties, other than (i) dispositions of inventory and supplies in the ordinary course of business and not material in amount, either individually or in the aggregate, or (ii) pursuant to an existing Contract;

(d) permit the attachment of any Lien against any of the assets or properties owned or leased by DGWR, except Permitted Liens;

(e) make or permit to be made (i) any payment of any bonus, profit sharing, pension or similar payment or arrangement or special compensation to any employee of DGWR, (ii) any increase in the compensation payable or to become payable to any employee of DGWR or (iii) any modification, termination or renewal of any DGWR Benefit Arrangement, or entry into any new such arrangement or plan, except as required by applicable Legal Requirements;

(f) except as is permitted by Article V, take any action which could reasonably be expected to make any of DGWR's representations and warranties herein untrue as of Closing;

(g) change any accounting policies or procedures (including, without limitation, procedures with respect to reserves, revenue recognition, payments of accounts payable and collection of accounts receivable), unless required by statutory accounting principles or GAAP; or

(h) make any Tax election or settle or compromise any federal, state, local or foreign Tax liability, or agree to an extension of a statute of limitations with respect thereto.

Section 5.11 Required Consents.

(a) Upon the terms and subject to the conditions set forth in this Agreement, each of Critic, Merger Sub and DGWR shall use commercially reasonable efforts to take, or cause to be taken, all actions, and do, or cause to be done, and to assist and cooperate with the other Party or Parties in doing, all things necessary, proper or advisable to consummate and make effective, in the most expeditious manner practicable, the Merger contemplated hereby and to satisfy or cause to be satisfied all of the conditions precedent that are set forth in Article VI, as applicable to each of them. Each Party at the reasonable request of another Party, shall execute and deliver such other reasonable instruments and do and perform such other reasonable acts as may be necessary or desirable for effecting completely the consummation of this Agreement and the transactions contemplated hereby.

(b) To the extent not prohibited by any Legal Requirement, each Party shall use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any Legal Requirement in connection with the transactions contemplated by this Agreement. DGWR and Critic shall give the other reasonable prior notice of any communication with, and any proposed understanding, undertaking or agreement with, any Governmental Authority regarding any such filings or any such transaction. DGWR, Critic and Merger Sub shall each, unless prohibited by the

applicable Governmental Authority, (A) give the other Parties prior notice of each meeting and substantive conversation with any Governmental Authority with respect to any such filing, investigation or other inquiry, (B) discuss with the other Parties the subject matter to be discussed at such meeting or during such conversation and the recommended course of action, and (C) to the extent reasonably practicable or appropriate, allow the other Parties to participate in such meeting or conversation**.**

(c) DGWR, Critic and Merger Sub shall, as promptly as practicable, use commercially reasonable efforts to obtain all necessary Approvals from Governmental Authorities and make all other necessary registrations and filings under applicable Legal Requirements required in connection with the authorization, execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. DGWR, Critic and Merger Sub shall act in good faith and reasonably cooperate with each other in connection therewith and in connection with resolving any investigation or other inquiry with respect thereto. To the extent not prohibited by any Legal Requirement, each Party shall use commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any Legal Requirement in connection with the transactions contemplated by this Agreement.

(d) DGWR shall use commercially reasonable efforts to obtain all DGWR Required Consents.

(e) Critic and Merger Sub shall use commercially reasonable efforts to obtain all Critic Required.

Section 5.12 Tax Matters.

(a) DGWR shall prepare and cause to be timely filed all Income Tax Returns of DGWR for Pre-Closing Tax Periods (the "DGWR Tax Returns"). The DGWR Tax Returns shall be prepared in accordance with the past practices of DGWR in preparing Income Tax Returns, except where such practice is not consistent with applicable laws.

(b) Critic shall prepare or cause to be prepared and timely filed or cause to be filed all Tax Returns of Critic for Pre-Closing Tax Periods (the "Critic Tax Returns"). The Critic Tax Returns shall be prepared in accordance with past practices of Critic, except where such practice is not consistent with applicable laws.

(c) DGWR, Critic and Merger Sub shall cooperate fully, as and to the extent reasonably requested by any other Party, in connection with the filing of Tax Returns pursuant to this Section 5.12 and any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention (in accordance with such Party's practices for such records) and (upon any other Party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder.

Section 5.13 Costs. Critic shall pay from its own funds all of its transaction costs resulting from the transactions contemplated herein, consisting primarily of legal and accounting expenses, including, but not limited to, the preparation and filing of Critic's 2015 and 2016 audits. The Parties agree that Critic's audit expense of the transactions contemplated herein shall be paid by Antevorta,

which has agreed to this covenant as evidenced by the acknowledgement from the appointed auditor, attached hereto as Exhibit C.

Article VI. CONDITIONS PRECEDENT TO CLOSING.

Section 6.01 Conditions to the Obligation of Critic. The obligations of Critic to consummate the Closing are subject to the fulfillment of the following conditions, any of which Critic may waive:

(a) DGWR shall have performed and complied in all material respects with all terms, covenants and conditions of this Agreement to be complied with and performed by DGWR at or before Closing, including the delivery of the documents and items as set forth in Section 7.02.

(b) All representations and warranties of DGWR in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties had been made on and as of that date, except (i) to the extent that such representations and warranties refer to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date, (ii) for changes contemplated by this Agreement, and (iii) to the extent that such representations and warranties are qualified by materiality, in which they shall be true and correct in all respects.

(c) Critic shall have obtained the Critic Required Consents.

(d) There shall be no pending or threatened third party Litigation seeking to obtain damages in connection with, or to restrain, prohibit, invalidate, set aside, in whole or in part, the consummation of this Agreement or the transactions contemplated by this Agreement, or which if successful could have the effect of any of the foregoing, or any Judgment providing for any of the foregoing.

(e) On the Closing Date, there shall exist no injunction or other order issued by any Governmental Authority or court of competent jurisdiction which prohibits the consummation of the transactions contemplated under this Agreement.

(f) Since the Financial Statements Date, there shall not have occurred, and no effect or circumstance shall exist that has had or could reasonably be expected to have, a DGWR Material Adverse Effect.

(g) The DGWR Members shall have consented to the Merger and transferred and assigned the DGWR Membership Interests to Critic in accordance with Section 2.04.

Section 6.02 Conditions to the Obligation of DGWR. The obligation of DGWR to consummate the Closing is subject to the fulfillment of the following conditions, any of which DGWR may waive.

(a) Critic and Merger Sub shall have performed and complied in all material respects with all terms, covenants and conditions of this Agreement to be complied with and performed by Critic or Merger Sub at or before Closing.

(b) All representations and warranties of Critic and Merger Sub in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of that date, except (i) to the

extent that such representations and warranties refer to an earlier date, in which case such representations and warranties shall have been true and correct as of such earlier date, (ii) for changes contemplated by this Agreement, and (iii) to the extent that such representations and warranties are qualified by materiality, in which they shall be true and correct in all respects.

(c) In furtherance of, and not in limitation of, Section 6.01(a), the items referenced in Section 5.01, Section 5.02, Section 5.03 and Section 5.04 shall have been completed.

(d) DGWR shall have obtained all DGWR Required Consents.

(e) There shall be no pending or threatened third party Litigation seeking to obtain damages in connection with, or to restrain, prohibit, invalidate, set aside, in whole or in part, the consummation of this Agreement or the transactions contemplated by this Agreement, or which if successful would have the effect of any of the foregoing, or any Judgment providing for any of the foregoing.

(f) On the Closing Date, there shall exist no injunction or other order issued by any Governmental Authority or court of competent jurisdiction which prohibits the consummation of the transactions contemplated under this Agreement.

(g) Since the Date of Execution, there shall not have occurred, and no effect or circumstance shall exist that has had or could reasonably be expected to have, a Critic Material Adverse Effect.

(h) Critic shall be DTC and DWAC eligible with at least 5 market makers.

Article VII. CLOSING.

Section 7.01 Date and Place. The closing of the transactions contemplated by this Agreement ("Closing") shall take place remotely via the exchange of documents and signatures via fax or e-mail on the later of the Date of Execution or the date on which the last of the conditions to close have been satisfied or waived, or in such other manner or time, and in such place, as DGWR and Critic agree upon; provided, however, that either Critic or DGWR may, by written notice to the other, postpone Closing on one or more occasions to a later date in order to allow additional time for the satisfaction of conditions to its obligations stated in Article VI, but in no event to a date later than August 31, 2017 (the "Outside Closing Date"), unless mutually agreed to by the Parties.

Section 7.02 Actions at the Closing. At the Closing:

(a) DGWR and Merger Sub shall execute the Articles of Merger and file the Articles of Merger with the Secretary of State of the State of Georgia;

(b) Critic and Merger Sub shall deliver the documents and items as set forth in Section 7.03; and

(c) DGWR shall deliver the documents and items as set forth in Section 7.04.

Section 7.03 Critic and Merger Sub Deliverables. At the Closing, Critic and Merger Sub shall deliver to DGWR (or to the DGWR Members with respect to Section 7.03(a)):

(a) The Merger Consideration in accordance with Section 2.03(a) to the DGWR Members in accordance with their respective allocations;

(b) A certified copy of the corporate resolutions of the Board, and of Critic as the sole member of Merger Sub, in each case authorizing the execution, delivery and performance by Critic and Merger Sub of this Agreement;

(c) An incumbency certificate with respect to the officers of Critic and Merger Sub executing documents or instruments on behalf of Critic or Merger Sub;

(d) A certificate of the Board dated as of the Closing Date, certifying that true and complete copies of Critic's and Merger Sub's Organizational Documents as in effect on the Closing Date are attached thereto;

(e) The resignations of the directors and officers of the Critic and Merger Sub, in form and substance required by DGWR, duly executed by the resigning directors and officers of each of Critic and Merger Sub;

(f) A copy of each of the Employment Agreements, duly executed by an officer of Critic;

(g) A certificate from the Chief Executive Officer of Critic and from the Chief Executive Officer of Merger Sub certifying as to the matters set forth in Section 6.02(a), Section 6.02(b) and Section 6.02(c);

(h) A good standing certificate for Critic, issued by the Secretary of State of the State of Wyoming and dated as of a date no more than 5 days prior to the Closing Date;

(i) A good standing certificate for Merger Sub, issued by the Secretary of State of the State of Georgia and dated as of a date no more than 5 days prior to the Closing Date;

(j) The Assignment and Assumption of Edmonds Employment Agreement, duly executed by Critic;

(k) The Assignment and Assumption of Bradford Employment Agreement, duly executed by Critic; and

(l) The Antevorta Amendment, duly executed by Critic and Antevorta.

Section 7.04 DGWR Deliverables. At the Closing, DGWR shall deliver to Critic:

(a) A certified copy of the corporate resolutions of the DGWR Members authorizing the execution, delivery and performance by DGWR of this Agreement;

(b) An incumbency certificate with respect to the officers of DGWR executing documents or instruments on behalf of Critic;

(c) A certificate of the managers of DGWR dated as of the Closing Date, certifying that true and complete copies of DGWR's Organizational Documents as in effect on the Closing Date are attached thereto;

(d) The Assignment and Assumption of Edmonds Employment Agreement, duly executed by DGWR and Edmonds;

(e) The Assignment and Assumption of Bradford Employment Agreement, duly executed by DGWR and Bradford;

(f) A certificate from the Chief Executive Officer of DGWR certifying as to the matters set forth in Section 6.01(a) and Section 6.01(b); and

(g) A good standing certificate for DGWR, issued by the Secretary of State of the State of Georgia and dated as of a date no more than 5 days prior to the Closing Date.

Article VIII. TERMINATION AND DEFAULT.

Section 8.01 Termination Events. This Agreement may be terminated prior to Closing and the transactions contemplated hereby may be abandoned:

(a) at any time, by the mutual agreement of Critic, Merger Sub and DGWR;

(b) at the election of Critic if the Closing Date shall not have occurred on or before the Outside Closing Date, provided that neither Critic nor Merger Sub is in material breach of any representation, warranty, covenant or other agreement contained herein at the time of such termination;

(c) at the election of DGWR if the Closing Date shall not have occurred on or before the Outside Closing Date, provided that DGWR is not in material breach of any representation, warranty, covenant or other agreement contained herein at the time of such termination;

(d) by Critic (but only if neither Critic nor Merger Sub is in material breach of its representations, warranties, covenants or agreements under this Agreement so as to cause any of the conditions set forth in Section 6.02(a), Section 6.02(b) or Section 6.02(c) not to be satisfied), upon written notice to DGWR, if (i) the DGWR Required Consents have not been obtained at least five (5) Business Days prior to the Outside Closing Date or (ii) there has been a material violation, breach or inaccuracy of any representation, warranty, covenant or agreement of DGWR contained in this Agreement, which violation, breach or inaccuracy would cause any of the conditions set forth in Section 6.01(a) or Section 6.01(b) not to be satisfied, and such violation, breach or inaccuracy has not been waived by Critic or cured by DGWR, as applicable, within ten (10) days after receipt by DGWR of written notice thereof from Critic or is not reasonably capable of being cured prior to the Outside Closing Date;

(e) by DGWR (but only if DGWR is not in material breach of its representations, warranties, covenants or agreements under this Agreement so as to cause any of the conditions set forth in Section 6.01(a) or Section 6.01(b) not to be satisfied), upon written notice to Critic), if (i) the Critic Required Consents have not been obtained at least five (5) Business Days prior to the Outside Closing Date or (ii) there has been a material violation, breach or inaccuracy of any representation, warranty, covenant or agreement of either Critic or Merger Sub contained in this Agreement, which violation, breach or inaccuracy would cause any of the conditions set forth in Section 6.02(a), Section 6.02(b) or Section 6.02(c) not to be satisfied, and such

violation, breach or inaccuracy has not been waived by DGWR or cured by Critic or Merger Sub, as applicable, within ten (10) days after receipt by Critic of written notice thereof from DGWR or is not reasonably capable of being cured prior to the Outside Closing Date;

(f) by any Party, subject to Section 5.11, if a court of competent jurisdiction or other Governmental Authority shall have issued an order or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated under this Agreement and such order or action shall have become final and nonappealable or

(g) at any time by DGWR, for any reason or no reason.

Section 8.02 Survival After Termination. If this Agreement is terminated by the Parties in accordance with Section 8.01, this Agreement shall become void and of no further force and effect with no liability to any Person on the part of any Party (or any officer, agent, employee, direct or indirect holder of any equity interest or securities, or Affiliates of any Party); provided, however, that this Section 8.02, Article IX and Article X shall survive the termination of this Agreement and nothing herein shall relieve any Party from any liability for Fraud or any willful and material breach of the provisions of this Agreement prior to the termination of this Agreement, provided, however, that following a termination by DGWR pursuant to Section 8.01(g) DGWR shall have no further liability or obligations hereunder in any event or circumstance and, for the avoidance of doubt, shall have no indemnification obligations hereunder but shall retain all rights to indemnification hereunder.

Article IX. INDEMNIFICATION.

Section 9.01 Indemnification of Critic. Subject to the terms and limitations provided in this Article IX DGWR shall indemnify and hold harmless Critic and Merger Sub, and each of their respective officers, directors, managers, employees, equityholders, partners and members (each, a "Critic Indemnitee") from and against any and all Losses arising out of or resulting from:

(a) any breach of or inaccuracy in any of the representations and warranties of DGWR herein; and

(b) any breach or non-fulfillment of any obligations, covenant or agreement made hereunder by DGWR (solely with respect to obligations, covenants and agreements to be made or performed by DGWR prior to Closing).

Section 9.02 Indemnification of DGWR. Subject to the terms and limitations provided in this Article IX, Critic and Merger Sub shall, jointly and severally, indemnify and hold harmless DGWR and its officers, directors, managers, employees, equityholders, partners and members (each, a "DGWR Indemnitee") from and against any and all Losses arising out of or resulting from:

(a) any breach of or inaccuracy in any of the representations and warranties of Critic or Merger Sub herein; and

(b) any breach or non-fulfillment of any obligations, covenant or agreement made hereunder by Critic or Merger Sub (solely with respect to obligations, covenants and agreements to be made or performed by Critic or Merger Sub prior to Closing).

Section 9.03 Expiration of Indemnification Obligations. The Parties acknowledge and agree that, if the Closing occurs, the indemnification obligations of the Parties hereunder shall cease, and no Party shall have any further rights or obligations pursuant to this Article IX.

Section 9.04 Procedure for Indemnification.

(a) General. Any Critic Indemnitee believing it (or they) to be entitled to indemnification hereunder shall promptly notify DGWR in writing of any claim, demand, action or proceeding for which indemnification will or may be sought under Section 9.01 or Section 9.03, and DGWR Indemnitee believing it (or they) to be entitled to indemnification hereunder shall promptly notify Critic in writing of any claim, demand, action or proceeding for which indemnification will or may be sought under Section 9.03 (each, a "Notice of Claim"). The Notice of Claim shall specify facts reasonably known to the Critic Indemnitee or the DGWR Indemnitee, as applicable (as so applicable, the "Indemnitee") giving rise to such indemnity rights from Critic and Merger Sub (in the event of a claim by a DGWR Indemnitee) or DGWR (in the event of a claim by a Critic Indemnitee). The indemnifying party (Critic and Merger Sub in the event of a claim by a DGWR Indemnitee or DGWR in the event of a claim by a Critic Indemnitee, as applicable, the "Indemnitor') shall have 30 days after its receipt of such Notice of Claim to respond in writing to same. The Indemnitee shall allow the Indemnitor and Indemnitor's professional advisors to investigate the matter or circumstance alleged to give rise to the claim, and whether and to what extent any amount is payable in respect of the claim and the Indemnitee shall assist the Indemnitor's investigation by giving such information and assistance (including access to the Indemnitee's premises and personnel and the right to examine and copy any accounts, documents or records) as the Indemnitor or any of Indemnitor's professional advisors may reasonably request. If the Indemnitor does not so respond within such 30-day period, the Indemnitor shall be deemed to have rejected such claim, in which case the Indemnitee shall be free to pursue such remedies as may be available to the Indemnitee on the terms and subject to the provisions of this Agreement.

(b) Third Party Claims. Promptly after receipt by an Indemnitee of written notice of the assertion or the commencement of any Litigation by a third party for which the Indemnitee is entitled to indemnification from the Indemnitor under Section 9.01 or Section 9.03, the Indemnitee shall provide a Notice of Claim to the Indemnitor, and thereafter shall keep the Indemnitor reasonably informed with respect thereto; provided, however, that failure of the Indemnitee to give the Indemnitor notice as provided herein shall not relieve the Indemnitor of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced thereby. In case any Litigation shall be commenced against any Indemnitee by a third party, the Indemnitor shall be entitled to participate in such Litigation and, at its option, assume the defense thereof with counsel reasonably satisfactory to the Indemnitee, at the Indemnitor's sole expense, provided, however, that the Indemnitor shall not have the right to assume the defense of any Litigation if (i) the Indemnitee shall have one or more legal or equitable defenses available to it which are different from or in addition to those available to the Indemnitor, and, in the reasonable opinion of the Indemnitee, counsel for the Indemnitor could not adequately represent the interests of the Indemnitee because such interests could be in conflict with those of the Indemnitor, (ii) such Litigation is reasonably likely to have an adverse effect on any other matter beyond the scope or limits of the indemnification obligation of the Indemnitor, or (iii) the Indemnitor shall not have assumed the defense of

the Litigation in a timely fashion (but in any event within thirty days of notice of such Litigation). If the Indemnitor shall assume the defense of any Litigation, the Indemnitee shall be entitled to participate in any Litigation at its expense, and the Indemnitor shall not settle such Litigation unless the settlement shall include as an unconditional term thereof the giving by the claimant or the plaintiff of a full and unconditional release of the Indemnitee from all liability with respect to the matters that are subject to such Litigation, or otherwise shall have been approved by the Indemnitee.

Section 9.05 Limitations and Payments.

(a) No Party will have any liability to any Indemnitee with respect to claims under Section 9.01 or Section 9.02, as applicable, until the Indemnitees shall have incurred on a cumulative basis Losses exceeding Ten Thousand and No/100 Dollars ($10,000.00) (the "Deductible"), at which point the Indemnitor shall be liable for all Losses in excess of the Deductible incurred by the Indemnitee(s); provided, that, the Deductible shall not apply to any Losses occurring by virtue of a breach of Critic's obligations under Section 2.03(a) hereof.

(b) No Person shall be entitled to indemnification hereunder unless it shall have given the proposed Indemnitor a Notice of Claim.

(c) The amount of any Losses for which indemnification is provided under this Article IX shall be net of any amounts actually recovered (net of any reasonable out-of-pocket expenses incurred in collecting such amounts) by any Indemnitee from third parties under insurance policies (including pursuant to any title insurance policy), which the Indemnitees shall use commercially reasonable efforts to recover, with respect to or as a result of such Losses or the facts or circumstances relating thereto, Simultaneously with its claim for indemnification under the terms of this Article IX, the Indemnitee will use all commercially reasonable efforts to recover any insurance to which the Indemnitee is entitled prior to seeking indemnity hereunder. If the Indemnitee subsequently recovers any such amounts, the Indemnitee shall promptly pay such amounts over to the Indemnitor.

(d) Notwithstanding anything to the contrary herein the provisions of this Article IX shall be the sole and exclusive remedy of the Parties, the Indemnitees and their respective Affiliates except (i) with respect to any equitable remedy to which such Party may be entitled to with respect to any claims or causes of action arising from the breach of any covenants or agreement of a Party or (ii) for Fraud. The Parties acknowledge and agree that the limitations in Section 9.05(a) shall not apply to any claims for Fraud and that the provisions of Section 10.01 shall remain operable at all times.

Section 9.06 Survival. In the event of termination of this Agreement, the representations and warranties in Section 3.01, Section 3.02, Section 3.03, Section 3.04, Section 4.01, Section 4.02, Section 4.03 and Section 4.04 shall indefinitely, and the representations and warranties in Section 3.09, Section 3.15, Section 3.17 and Section 3.19 shall survive until the expiration of the statutory period of limitation applicable to claims of authorities with respect to matters that could constitute a breach of such representations and warranties.

Section 9.07 Exclusive Rights. Except as set forth in Section 9.05(d) and Section 10.01, the remedies stated in this Article IX shall constitute the sole and exclusive remedies of the Parties for

breaches of covenants and obligations stated in this Agreement or the inaccuracy of any representation or warranty in this Agreement, or otherwise (whether in contract or in tort) with respect to this Agreement or the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, Critic acknowledges and agrees that neither DGWR nor its Members have made any representations or warranties other than those representations and warranties expressly stated in this Agreement, and that Critic has relied solely on the representations and warranties expressly made in this Agreement.

Article X. MISCELLANEOUS.

Section 10.01 Specific Enforcement. The Parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by them in accordance with the terms hereof or were otherwise breached and that each Party shall be entitled to an injunction or injunctions, specific performance and other equitable relief to prevent breaches of the provisions hereof and to enforce specifically the terms and provisions hereof, without the proof of actual damages, in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees to waive any requirement for the security or posting of any bond in connection with any such equitable remedy, and agrees that it will not oppose the granting of an injunction, specific performance or other equitable relief on the basis that (a) any other Party has an adequate remedy at law, or (b) an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 10.02 Dispute Resolution.

(a) If there is any dispute or controversy relating to this Agreement or any of the transactions contemplated herein (each, a "Dispute"), such Dispute shall be resolved in accordance with this this Section 10.02.

(b) The Party claiming a Dispute shall deliver to each of the other Parties a written notice (a "Notice of Dispute") that will specify in reasonable detail the dispute that the claiming Party wishes to have resolved. If Critic, on the one hand on behalf of Critic and Merger Sub, and DGWR on the other hand, are not able to resolve the dispute within five (5) Business Days of a Party's receipt of an applicable Notice of Dispute, then such Dispute shall be submitted to binding arbitration in accordance with this Section 10.02.

(c) Any arbitration hereunder shall be conducted in accordance with the rules of the American Arbitration Association then in effect. DGWR and Critic shall each select one arbitrator, and the two arbitrators so selected shall select a third arbitrator, and the three arbitrators shall resolve the Dispute. The arbitrators will be instructed to prepare in writing as promptly as practicable, and provide to DGWR and Critic such arbitrators' determination, including factual findings and the reasons on which the determination was based. The decision of the arbitrators will be final, binding and conclusive and will not be subject to review or appeal and may be enforced in any court having jurisdiction over the Parties. Each Party shall initially pay its own costs, fees and expenses (including, without limitation, for counsel, experts and presentation of proof) in connection with any arbitration or other action or proceeding brought under this Section 10.02, and the fees of the arbitrators shall be share equally, provided, however, that the arbitrators shall have the power to award costs and expenses in a different proportion. The arbitration shall be conducted in the Marietta,

Georgia.

(d) The judgement of the arbitrators may be enforced in any Selected Court.

Section 10.03 Expenses. Except as otherwise provided in this Agreement, each of the Parties shall pay its own expenses and the fees and expenses, including without limitation, those of its counsel, accountants, regulatory, manufactory or financial advisory and other experts in connection with this Agreement.

Section 10.04 Waivers. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the Party taking the action, of compliance with any other action, representation, warranty, covenant or agreement in this Agreement. The waiver by any Party of any condition or of a breach of another provision of this Agreement shall not operate or be construed as a waiver of any other condition or subsequent breach. The waiver by any Party of any of the conditions precedent to its obligations under this Agreement shall not preclude it from seeking redress for breach of this Agreement. Any waiver must be in writing.

Section 10.05 Notices. All notices, requests, demands, applications, services of process and other communications which are required to be or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered by hand, sent by e-mail with return receipt requested (provided it is also delivered by some other means permitted by this Section 10.05), delivered by recognized overnight courier, or mailed, certified first class mail, postage prepaid, return receipt requested, to the Parties at the addresses as set forth below or to such other address as any Party shall have furnished to the other by notice given in accordance with this Section 10.05. Such notice shall be effective, (i) if delivered in person or by overnight courier, upon actual receipt by the addressee, or (ii) if mailed, upon the earlier of three days after deposit in the mail and the date of delivery as shown by the return receipt therefor.

If to DGWR, to:

Deep Green Waste & Recycling, LLC
Attn: Bill Edmonds
3225 Shallowford Road NE, Suite 1020
Marietta, Georgia 30062

Email: Bill.Edmonds@deepgreenwaste.com

With a copy (which shall not constitute notice) to:

Legal & Compliance, LLC
Attn: Laura Anthony, Esquire
330 Clematis Street, Suite 217
West Palm Beach, FL 33401

Email: lanthony@legalandcompliance.com

If to Critic or Merger Sub, to:

Critic Clothing, Inc.
Attn: John Figliolini
400 Renaissance Center, Suite 400
Detroit, MI 48243

Email: john@berkshire-inc.com

With a copy (which shall not constitute notice) to:

The Doney Law Firm
Attn: Scott Doney
4955 S. Durango Dr. Suite 165
Las Vegas, NV 89113

Email: scott@doneylawfirm.com

Section 10.06 Entire Agreement; Amendments. This Agreement and the other agreements referred to in this Agreement to which the Parties also are parties embody the entire agreement among the Parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, oral or written, with respect thereto. This Agreement may not be modified orally, but only by an agreement in writing signed all of the Parties.

Section 10.07 Binding Effect; Benefits. This Agreement shall inure to the benefit of and will be binding upon the Parties and their respective heirs, legal representatives, successors and permitted assigns. No Party shall assign this Agreement or delegate any of its or their duties hereunder to any other Person without the prior written consent of all of the other Parties.

Section 10.08 Headings, Schedules, and Exhibits. The Article, Section and other headings in this Agreement are for reference purposes only and will not affect the meaning of interpretation of this Agreement. Any disclosure made in any Schedule to this Agreement which should, based on the substance of such disclosure, be applicable to another Schedule to this Agreement shall be deemed to be made with respect to such other Schedule regardless of whether or not a specific reference is made thereto; provided that the description of such item on a Schedule is such that the Parties could reasonably be expected to ascertain that such disclosure would relate to such other provision of this Agreement.

Section 10.09 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other means of electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 10.10 Governing Law; Jurisdiction; Waiver of Jury Trial.

(a) The validity, performance and enforcement of this Agreement shall be governed by the laws of the State of Georgia, without giving effect to the principles of conflicts of law of such State.

(b) Each of the Parties hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of any federal or State court located in Cobb County, Georgia (the "Selected Courts") in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and each of the Parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such Selected Courts. Each of the Parties agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(c) Each of the Parties irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any Selected Court. Each of the Parties irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(D) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER DOCUMENTS CONTEMPLATED HEREIN IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE CONTEMPLATED TRANSACTIONS. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.10(D).

Section 10.11 Third Parties; Joint Ventures. This Agreement constitutes an agreement solely among the Parties, and is not intended to and will not confer any rights, remedies, obligations, or liabilities, legal or equitable, including any right of employment, on any Person (including, but not limited to, any employee or former employee of DGWR, Critic or Merger Sub) other than the Parties and their respective successors or assigns, or otherwise constitute any Person a third-party beneficiary under or by reason of this Agreement. Nothing in this Agreement, expressed or implied, is intended to or shall constitute the Parties as partners or participants in a joint venture.

Section 10.12 Construction. This Agreement has been negotiated by Critic, Merger Sub and DGWR and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the Party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Date of Execution.

Critic Clothing, Inc.

By: _____

Name: John Figliolini

Title: President

Deep Green Acquisition LLC

By: _____

Name: John Figliolini

Title: President.

Deep Green Waste & Recycling, LLC

By: _____

Name: Bill Edmonds

Title: President and Chief Financial Officer

Exhibit A
Assignment and Assumption of Edmonds Employment Agreement

(Attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

(BILL EDMONDS)

Dated as of August 24, 2017

This Assignment, Assumption and Amendment Agreement (this "Agreement"), dated as of the date first set forth above, is entered into by and between Critic Clothing, Inc., a Wyoming corporation ("Critic"), Deep Green Waste & Recycling, LLC, a Georgia limited liability company ("DGWR") and Bill Edmonds ("Executive"). Each of Critic, DGWR and Executive may be referred to herein as a "Party" and collectively as the "Parties".

Whereas, DGWR and Executive are parties to that certain Employment Agreement dated as of January 1, 2016, as amended to date (as attached hereto as Exhibit A, the "Employment Agreement");

Whereas, DGWR desires to assign the Employment Agreement and DGWR's obligations thereunder to Critic and Critic desires to assume the Employment Agreement and DGWR's obligations thereunder, and Executive agrees to such assignment and assumption;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally-bound hereby, the parties to this Agreement hereby agree as follows:

1. Transfer and Assignment. As of the date hereof, DGWR transfers and assigns to Critic all of DGWR's right, title and interest in and to the Employment Agreement and all of DGWR's rights and obligations thereunder.

2. Acceptance of Assignment. Critic, as of the date hereof, hereby expressly accepts the assignment of the Employment Agreement and the rights and obligations of DGWR thereunder, and expressly assumes all of DGWR's rights and obligations in accordance with the terms and conditions hereof.

3. References. Any references in the Employment Agreement to the Company shall hereafter be deemed a reference to Critic.

4. Approval. Executive hereby approves and consents to the assignment herein.

5. Successors and Assigns. No Party hereto may assign or otherwise transfer, in whole or in part, its rights, remedies, duties, or obligations arising under, or with respect to this Agreement, in each case without the express prior written consent of the other Parties hereto and any such assignment or transfer in violation of this Section will be null and void. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Entire Agreement. This Agreement, together with the Employment Agreement, which shall remain in full force and effect following the assignment herein, constitutes the entire agreement among the Parties hereto with respect to the subject matter of this Agreement.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. Any signature pages of this Agreement transmitted by telecopier or by electronic mail in

portable document format will have the same legal effect as an original executed signature page.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance, and remedies.

8. Amendment. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of all of the parties hereto.

9. Further Assurances. Each party shall execute such additional documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

[Signatures appear on following page]

WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

Critic Clothing, Inc.

By: _____
Name: John Figliolini
Title: President

Deep Green Waste & Recycling, LLC

By: _____
Name: Bill Edmonds
Title: President and Chief Financial Officer

Bill Edmonds

By: _____
Name: Bill Edmonds

Exhibit A

Employment Agreement

(Attached)

DEEP GREEN WASTE & RECYCLING, LLC
EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made effective on the 1st day of January, 2016, by and Deep Green Waste & Recycling, LLC, a Georgia limited liability company with an address of 3225 Shallowford Road NE, Suite 1020, Marietta, GA 30062 (the "Company"), and Bill Edmonds, a Georgia resident with an address of 3277 Winter Wood Ct. Marietta, GA (the "Executive").

WHEREAS, the Company wishes to assure the services of the Executive for the period provided in this Agreement; and

WHEREAS, the parties wish this Agreement to supersede all prior understandings between the parties, whether oral or written;

WHEREAS, the Company and Executive desire to set forth the terms of their relationship and enter into an employment relationship for their mutual benefit.

NOW THEREFORE, for and in consideration of the premises, terms, conditions, covenants and obligations of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Employment.

(a) The Executive shall be employed as the Managing Member, President and Chief Financial Officer of the Company. In furtherance of the Executive's duties, the Executive shall render administrative and management services to the Company as are customarily performed by persons situated in a similar executive position. The Executive shall perform such other duties as the Company may from time to time reasonably direct in writing.

(b) The Executive shall be furnished with a private office, secretarial and administrative assistance, and with such other facilities, amenities and services as are appropriate for the Executive's position and adequate for the performance of his duties hereunder.

2. Term.

This Agreement shall be for a period of five years (the "Initial Term"), commencing upon the date of this Agreement and expiring on midnight of the last night immediately preceding the first day of the sixth (6th) year thereafter, and extended for additional two (2) year "Terms", unless at least six (6) months prior to the expiration of the then-current Term, written notice is delivered by the party desiring to terminate the Agreement to the other party stating that the Agreement will terminate and not be extended. This Agreement is also subject to early termination, as provided herein.

3. Standard of Performance.

(a) Excluding periods of vacation to which the Executive is entitled, the Executive agrees to devote his efforts, attention and ability, as is necessary to perform his duties and obligations to the business and affairs of the Company and to discharge the responsibilities assigned to the Executive hereunder. The Executive agrees that he will, in the performance of his duties, promote the interests, business and reputation of the Company and perform all such duties as are essential or conducive to the efficient management thereof. The Executive may serve on corporate, civic and charitable boards and committees; manage personal investments; and hold equity interests in businesses which do not directly compete with

the business of the Company, even if related thereto; as long as such activities do not interfere in any material respect with the performance of the Executive's responsibilities hereunder.

(b) In each instance in this Agreement where determination is made by "the Company" or in a majority of the Members of the Company, said authority shall be hereinafter vested in the Board of Directors upon the creation of a Board of Directors by the Company; upon the conversion of the Company to a corporation; and/or upon a merger with or acquisition by a third party who has a Board of Directors. Any decision by the Board of Directors shall be a decision of no less than a majority.

4. Base Salary.

(a) The Company shall pay the Executive a salary of Two Hundred Thousand Dollars ($200,000) per annum (the "Base Salary"), as follows:

The Company (i) shall remit payment of One Hundred Sixty Thousand Dollars ($160,000) of the Base Salary, with payments made in equal installments, no less frequently than monthly, on the same calendar date each month or same calendar day if more frequently than monthly, as applicable; and (ii) shall defer payment of Forty Thousand Dollars ($40,000) of the Base Salary, in a proportionate basis and allocated over each payment of the Base Salary so remitted (the "Deferred Base Salary"). The Deferred Base Salary shall earn seven percent (7%) simple interest per annum until paid in full. The Executive, in his sole and absolute discretion, shall determine when and how the Deferred Base Salary shall be paid, without limitation; and may also elect to acquire additional ownership interest in the Company in exchange for all or any portion of the Deferred Base Salary then outstanding, at the lesser of (i) the then-current value of the ownership interest in the Company; or (ii) the price at which ownership interest in the Company was most recently purchased by any party, including the Company.

(b) Each January 1, the Base Salary shall be increased not less than ten percent (10%) and not more than the greater of (i) twenty percent (20%) of the most recent Base Salary; or (ii) a percentage equal to an increase in the Company's Enterprise Value over the most recently ended calendar year. For purposes of this Agreement, "Enterprise Value" shall mean 1.2 times the Company's gross annual revenue, net only of any taxes collected for and remitted to a governing body, and less the Company's total liabilities, as reflected on the Company's balance sheet. The Board of Directors, by determination of not less than a majority of the votes, may increase Base Salary at any time and in increment greater than that herein set forth. In any year in which the Company increases Base Salary by virtue of this Paragraph 4(b), such increase shall be considered part of the "Base Salary" for purposes of this Agreement. In no event shall the Base Salary be reduced. Upon renewal or extension of this Agreement for additional Terms, the Base Salary shall be no less than the base salary for the most recently-ended calendar year.

(c) By execution of this Agreement, the Executive does verify and affirm that the Executive is not subject to the backup withholding provisions of Section 3406 of the Internal Revenue Code and is a United States citizen.

5. Ownership Interest.

As an inducement to the Executive to enter into this Agreement, the Company hereby grants the Executive the right to acquire an additional twenty percent (20%) ownership interest in the Company, at the lesser of (a) the then-current value of the ownership interest in the Company; or (b) the price at which ownership interest in the Company was most recently purchased by any party, including the Company, which the Execute may exercise at any time, in his sole and absolutely discretion.

6. Grant of Initial Stock Options.

As an inducement to the Executive to enter into this Agreement, the Company hereby agrees that, in addition to the Executive's automatic right to convert the same percentage of his ownership interest in the Company to Common voting Shares upon conversion to a corporation, the Company shall award the Executive Options to purchase an additional Ten Percent (10%) of its Common, Voting Stock upon the Company's Initial Public Offering at the Initial Public Offering price. The Options may be exercised in part or in full by the Executive not before one hundred eighty days (180) after the date of the Company's Initial Public Offering and must be exercised within ten (10) years of the date of the Company's Initial Public Offering. This grant hereby applies to the Company and any successor entity in interest to the Company.

7. Discretionary Incentive Bonus to the Executive.

The Company will pay the Executive a Discretionary Incentive Bonus of no less than thirty percent (30%) of the Company's after-tax profits, as determined by the Company's independent certified public accountant(s) in accordance with generally accepted accounting principles. At the Executive's sole and absolute election, any Discretionary Incentive Bonus shall be paid in any combination (i) of cash; (ii) pursuant to a deferred cash compensation arrangement; (iii) in ownership interest; and/or (iv) in Options. In no event shall the Discretionary Incentive Bonus be in excess of two hundred percent (200%) of the Base Salary.

8. Participation in Retirement and Employee Benefit Plans.

(a) The Executive shall be entitled to participate in any plan of the Company relating to pension, thrift, deferred compensation, profit-sharing, group life insurance, medical insurance, education reimbursement and other retirement and employee benefits that the Company may then have in force.

(b) In addition to the compensation provided to the Executive as hereinabove set forth, the Company agrees to reimburse the Executive for reasonable entertainment, travel, lodging and other miscellaneous expenses, whether local or out-of-city, incurred on its behalf and directly related to the performance of his duties hereunder. This reimbursement shall include the payment of reasonable expenses for being a member of and attending meetings of trade and/or professional associations. The Executive shall submit an itemized statement and reasonable documentation of the expenses incurred. The Company further agrees to provide the Executive, for both business and personal use during the then-current Term of and employment under this Agreement, with a new automobile every three (3) years of a make, model and standard commensurate with that used by the Executive for such purposes in the past. The Company shall be responsible for all expenses (including adequate insurance), repairs and maintenance of said vehicle; provided, however, the Executive shall be responsible for his gas and oil expenses for his personal automobile travel. The Company shall also include the Executive as an insured under its liability insurance policies with coverage at least equal to the coverage under its current liability insurance policies. The Executive shall return the automobile to the Company immediately upon cessation of the Executive's employment with the Company.

9. Life Insurance.

As soon as practicable following execution of this Agreement, and in addition to any group life insurance plan the Company may offer its employees from time to time, the Company shall provide the Executive during the term of employment with life insurance as follows:

(a) The Company will provide the Executive with a life insurance policy providing for a pay-out benefit of no less than Two Million Dollars ($2,000,000) (the "Life Insurance Policy"), naming the Executive as owner and naming any one or more primary and successor beneficiaries thereto as the Executive designates.

(b) If the Executive terminates his employment with the Company or the Company terminates the Executive's position for other than for Cause, the Executive may, at his option, pay the Company One Dollar ($1.00) to maintain ownership of and control over, any intangible value associated with, and any accrued cash values of the Life Insurance Policy.

10. Vacation.

(a) The Executive shall be entitled, without loss of pay, to vacation/personal time off of not less than four (4) weeks per year in accordance with the Company's personnel policies, and at such time or times as the Executive may reasonably determine, having regard to the Company's business and affairs, and as acceptable to and approved by the Company.

(b) The Executive shall not be entitled to receive any additional compensation from the Company for unused vacation time. The Executive shall be entitled to accumulate one week unused vacation time from one calendar year to the next calendar year.

11. Termination of Employment.

(a) This Agreement and the Executive's employment hereunder may be terminated at any time by of the Company. Except as otherwise provided in this Agreement, any termination by the Company other than for "Cause" shall not prejudice the Executive's right to, and the Executive shall timely, receive:

(i) Compensation in accordance with Paragraphs 4, 5, 6, and 7 of this Agreement for the remainder of the Term;

(ii) All other benefits herein provided for the remainder of the Term; and

(iii) A lump sum cash severance payment equal to twice the Executive's then-current Base Salary, to be paid within thirty (30) days of termination.

(b) The Executive shall have no right to receive compensation or other benefits under this Agreement for any period after the date of termination for Cause. For purposes of this Agreement, termination for "Cause" shall mean only the following events:

(i) Fraud directly causing harm to the Company;

(ii) Material breach of any provision of this Agreement which, by its very nature, cannot be cured;

(iii) The Executive's failure to perform his duties and responsibilities and failure to cure such non-performance within thirty (30) days after notice of such failure from the Company to the Executive; and

(iv) Conviction of the Executive of a felony that directly and adversely affects the Company.

(c) The Executive shall not be deemed to have been terminated for Cause unless there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Members of the Company duly called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his counsel, to be heard before the Members of the Company), finding that in the good faith opinion of the Company the Executive was guilty of the improper conduct alleged and specifying the particulars thereof in detail.

(d) This Agreement may be terminated by the Executive at any time upon ninety (90) days' written notice to the Company or upon such shorter period as may be agreed upon between the Executive and the Company. In the event of such termination, the Company shall be obligated only to continue to pay the

Executive the Base Salary and those retirement and/or employee benefits which have been earned or become payable up to the date of termination.

(e) The Company may also terminate this Agreement upon the Disability of the Executive. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties, responsibilities and obligations for any consecutive sixty (60) days or for any one hundred eighty (180) days within any consecutive twelve (12) month period, by reason of a medically determinable physical or mental impairment, as determined in good faith by the Company. If any dispute arises as to whether the Executive is or was physically or mentally unable to perform his duties pursuant to this Agreement, or whether his Disability has ceased and he is now able to resume his duties, the parties shall submit such question to a licensed physician agreed upon by the parties, or if the parties are unable to agree, to a licensed physician appointed by a neutral party practicing in the State of Georgia at the request of either party. The Executive shall submit to such examinations and provide information as such physician may request and the determination of such physician as to the Executive's physical or mental condition shall be binding and conclusive on the parties. The Company agrees to pay the cost of any such physician and examinations.

(i) If the Executive's employment terminates by reason of the Executive's Disability, the Company shall pay the Executive his Base Salary as follows: For the first ninety (90) days of the Executive's Disability, the Executive shall be entitled to one hundred percent (100%) of the Executive's Base Salary. If the Executive's Disability continues beyond ninety (90) days, the Executive shall receive seventy-five percent (75%) of Base Salary up and until the Executive attains the age of sixty-five (65). Upon the election of the Executive, the Company shall also obtain a policy of insurance insuring the Executive in the event of the Executive's Disability during the term of this Agreement. The policy shall be non-cancelable to age 65 at a guaranteed premium rate to the Company and shall include a "Cost of Living Adjustment Factor and Automatic Benefit Indexing." The policy of insurance shall be adequate to provide the necessary funds in the event of the Executive's Disability. All premiums on the disability insurance coverage shall be paid by the Company. If the Executive's employment terminates by reason of the Executive's Disability, the Company shall also pay the Executive any benefits and awards which pursuant to the terms of any compensation or benefit plan have been earned or have become payable, but which have not yet been paid to the Executive, and a pro rata portion of any incentive bonus that the Executive would have been entitled to receive in respect of the year in which the Executive's date of termination occurs had he continued in employment until the end of such calendar year.

(ii) If the Executive's employment terminates by reason of Disability and the Executive exercises his option for the Company to purchase the disability insurance referred to in the previous paragraph, then, in addition to the salary payments remitted to the Executor by the Company, said insurer shall pay to the Executive his benefits during the greater of the term of said Disability or until such time as said Executive reaches the age of sixty-five (65).

(f) If the Executive's employment terminates by reason of death, the Company will cause to be continued medical, hospitalization, dental and group life insurance coverage, as well as any other similar type benefits offered from time to time by the Company to its employees for the Executive's family (including dependents up to age 25) substantially identical to that maintained by the Company for the Executive prior to his death. The Company's obligation to provide health coverage for the Executive's family will cease twelve (12) months after the Executive's death. Notwithstanding the foregoing, the Company is not obligated to continue any coverage if to do so would be contrary to law, or if the Company receives written notice from the insurer stating that the insurer cannot continue the coverage for the Executive's family.

12. Change of Control.

(a) If, during the term of this Agreement, there is a Change in Control of the Company, the Executive shall be entitled to a Change in Control Severance Payment if the Executive's employment is involuntarily terminated, in connection with or within two (2) years after the Change in Control, other than pursuant to Paragraphs 11(i) or (v) hereinabove. The Company shall also remit to the Executive the Change in Control Severance Payment if the Executive voluntarily terminates employment for Good Reason (as defined in Paragraph 13 hereinafter) in connection with, or within two years after, a Change in Control of the Company. Voluntary termination pursuant to this Paragraph 12 shall not constitute an improper termination by nor a termination for cause of the Executive under Paragraph 11 hereof. The amount of the Change in Control Severance Payment shall be compensation and other benefits that would otherwise have been provided to the Executive pursuant to Paragraphs 4, 5, 6 and 7 for the remainder of this Agreement. The Change in Control Severance Payment is in addition to the lump sum cash payment to be paid to the Executive pursuant to Paragraph 11 of this Agreement and all other amounts payable to the Executive through the termination date of this Agreement.

(b) For purposes of this Agreement, a Change in Control of the Company shall mean:

(i) the acquisition by a person or persons acting in concert of the power to vote ten percent (10%) or more of a class of the Company's voting interest or the acquisition by a person of the power to direct the Company's management or policies if such acquisition constitutes or will constitute an acquisition of control of the Company; and

(ii) during any period of two (2) consecutive years during the term of this Agreement, persons who at the beginning of such period constitute the Members of the Company cease for any reason to constitute at least a majority thereof, unless the election of each Member who was not a Member at the beginning of such period has been approved in advance by Members representing at least two-thirds of the ownership interest in the Company who were Members at the beginning of the period;

(iii) where the term "person" refers to an individual, corporation, company, partnership, trust, association, joint venture, pool, syndicate, sole proprietorship, unincorporated organization and all other entities.

(b) Upon the Executive's termination of employment within two (2) years after the occurrence of a Change in Control of the Company, the Company will cause to be continued life, medical, hospitalization, dental and disability insurance coverage substantially identical to the coverage maintained by the Company for the Executive prior to his severance. Such coverage shall cease upon the earlier of the Executive's employment by another employer or two (2) years from such termination. Notwithstanding the foregoing, the Company shall not continue any coverage if to do so would be contrary to law.

13. Good Reason.

For purposes of this Agreement, "Good Reason" shall mean the occurrence after a Change of Control of any of the events or conditions described in Subparagraphs (a) through (g) hereof without the Executive's express, written consent, provided the Executive's right to terminate his employment pursuant to this paragraph shall not be affected by his incapacitation due to physical or mental illness:

(a) A change in the Executive's status, title, position or responsibilities (including reporting responsibilities) which, in the Executive's reasonable judgment, is not at least equal to his status, title, position or responsibilities as in effect immediately prior thereto; the assignment to the Executive of any duties or responsibilities which, in the Executive's reasonable judgment, are inconsistent with such status, title, position or responsibilities; and/or any removal of the Executive from or failure to reappoint him to

any of such positions, except in connection with the termination of his employment for (i) Disability, (ii) Cause, (iii) as a result of his death or (iv) by the Executive other than for Good Reason;

(b) A reduction by the Company in the Executive's Base Salary as in effect on the date of a Change in Control of the Company or as the same may be increased from time to time;

(c) The relocation of the Company's principal executive offices to a location outside a 5-mile radius of the Company's principal executive offices as of the date of this Agreement, or the Company requiring the Executive to be based at any place other than Marietta, Georgia, except for reasonably required travel on the Company's business which is not materially greater than such travel requirements prior to the Change in Control;

(d) The adverse and substantial alteration in the nature and quality of the office space within which the Executive performs his duties, including the size and location thereof, as well as the secretarial and administrative support provided to the Executive;

(e) The failure by the Company to continue to provide the Executive with compensation and benefits in at least the amounts or substantially similar to those set forth in this Agreement (including benefit, retirement and other plans hereinafter enacted), or the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by him at the time of the Change of Control;

(f) Any material breach by the Company of any provision of this Agreement; and

(g) The failure of the Company to obtain a satisfactory agreement from any successor or assign of the Company to assume and agree to perform this agreement, as contemplated in Paragraph 18* hereof.

14. Election to Avoid Excess Parachute Payments.

(a) If the Present Value (as defined herein) of any benefits payable under Sections 4, 5, 6, and 7 and any other payments otherwise payable to the Executive by the Company (collectively referred to as the "Severance Benefits") which are deemed under Section 280G of the Internal Revenue Code (the "Code") to constitute "Parachute Payments": is greater than three times the Executive's Base Amount (as defined herein), the Executive may elect to apply the provision set forth below.

(b) If any Severance Benefits to be made to the Executive by the Company, whether pursuant to this Agreement or otherwise, upon termination of the Executive's employment pursuant to Paragraphs 11, 12, and 13 hereof are deemed, in the opinion of the Company's independent public accountants (the "Accountants") to constitute Parachute Payments, the Executive may, upon written notification by the Company of the determination of the Accountants, elect to receive any combination of Severance Benefits from the Company due to the Executive as a result of termination which equal the maximum aggregate amount which can be paid to the Executive without constituting Excess Parachute Payments pursuant to the Code. The written notification by the Company of any determination of the Accountants pursuant to this Paragraph shall be provided to the Executive within five (5) business days of the Executive's date of termination, and shall (i) list all Severance Benefits which are deemed to constitute Parachute Payments in the opinion of the Accountants, and (ii) contain the Company's opinion as to the Present Value of each of such Severance Benefits, which opinion shall be determined in consultation with the Accountants. Any election by the Executive pursuant to this Paragraph shall be made by the Executive and submitted to the Company by the thirtieth (30th) day following the date of termination, and the Company shall pay to the Executive the Severance Benefits specified in such election within five (5) business days of receipt of such election.

(c) If the Executive does not file a written election with the Company pursuant to this Paragraph upon receipt of a written notification by the Company of the Accountant's determination that Severance Benefits to which the Executive is entitled upon termination constitute Excess Parachute

Payments, then the Company shall pay outright and in full the Executive all Severance Benefits due him pursuant to this Agreement or otherwise.

(d) For purposes of this Paragraph, Present Value means the value determined in accordance with the principles of Section 1274(b)(2) of the Code as maintained under Section G of the Code, and Base Amount means the average annual compensation payable to the Executive by the Company and includible in the Executive's gross income for federal income tax purposes during the shorter of the period consisting of (i) the most recent five (5) taxable years ending before the date of any Change in Control of the Company; or (ii) the conclusion of such actual period during which the Executive was an employee.

(e) References to Code Section G herein are specified references to Section G, as added to the Code by the Tax reform Act of 1984, Pub. L. No. 98-369, 98th Cong., 2nd Sess., and as it may be amended.

15. Proprietary Information.

The Executive agrees that the knowledge of the business activities and plans for business activities of the Company and affiliates thereof is a confidential, valuable, special and unique asset of the business of the Company. The Executive's knowledge of information concerning the Company of which a third party has both knowledge and an unrestricted right to that knowledge is not subject to this Paragraph. During the term of his employment and for the period ending two (2) years following the termination of his employment for any reason, the Executive will not disclose any knowledge of the past, present, planned or considered business activities of the Company or affiliates thereof to any person for any reason or purpose whatsoever. In the event of a breach or threatened breach by the Executive of the provision of this Paragraph, the Company will be entitled to an injunction restraining the Executive from disclosing, in whole or in part, the knowledge of the past, present, planned or considered business activities of the Company or affiliates thereof, and from rendering any services to any person to whom such knowledge, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein will be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from the Executive.

16. Indemnification.

(a) The Company, using reasonable business judgment, shall provide the Executive (including his heirs, executors and administrators) with coverage under a Directors' and Officers' Liability Insurance Policy (the "D&O Policy") at the Company's expense, and shall indemnify, hold harmless and defend the Executive (and his heirs, executors and administrators) to the fullest extent permitted under Georgia law for any deductible expense on the D&O Policy reasonably incurred by him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his having been a director or officer of the Company (whether or not he continues to be a director or officer at the time of incurring such expense), such expenses and liabilities to include, but not be limited to, judgments, court costs and attorneys' fees and the cost of reasonable settlements, such settlements to be approved by the Company, if such action is brought against the Executive in his capacity as an officer or director of the Company. Indemnification for deductible expenses shall not extend to matters for which the Executive has been terminated for Cause.

(b) If the Company does not provide the Executive with coverage under a D&O policy, the Company shall indemnify, hold harmless and defend the Executive (and his heirs, executors and administrators) to the fullest extent permitted under Georgia law against all expenses and liabilities reasonably incurred by him in connection with or arising out of any action, suit or proceeding in which he

may be involved by reason of his having been a director or officer of the Company (whether or not he continues to be a director or officer at the time of incurring such expenses or liabilities), such expenses and liabilities to include, but not be limited to, judgments, court costs and attorneys' fees and the cost of reasonable settlements, such settlements to be approved by the Company, if such action is brought against the Executive in his capacity as an officer or director of the Company. Indemnification for expense shall not extend to matters for which the Executive has been terminated for Cause.

17. Payment of Legal Fees.

All reasonable legal fees paid or incurred by the Executive pursuant to any dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Company, if the Executive is successful or as may be determined to be appropriate by any arbitrator's award based on the relative merits of the two parties.

18. Successors; Binding Agreement.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by an assumption agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms that he would be entitled to hereunder if he terminated his employment voluntarily in connection with, or within two (2) years after, a Change in Control of the Company.

(b) This Agreement and all rights of the Executive hereunder shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, successor, heirs, distributes, devisees, legatees and permitted assigns.

19. No Assignments.

This Agreement is personal to each of the parties hereto and, except as provided in Paragraph 18, neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

20. Notice.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or nationally recognized overnight courier, and three (3) days after being mailed via certified or registered mail, return receipt requested, with postage prepaid, to the addresses hereinabove set forth, or to such other address as either party may designate by like notice.

21. Arbitration. Except for the determination of Disability, any dispute or controversy arising under or in connection with this Agreement and any breach or alleged breach hereof shall be submitted to, and settled by, arbitration in Cobb County, Georgia, by arbitration in accordance with the provisions of this Section.

(a) Arbitration shall be conducted in accordance with the rules of, but not necessarily with, the American Arbitration Association. The party requesting arbitration shall serve upon the other party a notice demanding arbitration and a description of the issue or issues to be arbitrated.

(b) Every person nominated or recommended to serve as an arbitrator hereunder shall be a lawyer with expertise in interpreting contracts in the field of law involved in the subject controversy, with extensive experience in corporate, commercial and employment matters, and with no less than five (5) years of experience as a neutral arbitrator. If the parties cannot agree upon an arbitrator, then they shall each select an arbitrator who shall select a third, independent arbitrator. The selection made by the two arbitrators shall be final and binding upon the parties.

(c) The arbitrator shall base his or her award on this Agreement and applicable law and judicial precedent and shall accompany the award with a written explanation of the reasons for the award. The arbitrator shall apply and be governed by the substantive laws of the State of Georgia applicable to contracts made and to be performed therein and by the arbitration laws of the United States (Title 9, U.S. Code), as a federal district court sitting in the Northern District of Georgia would apply in the event of litigation regarding the issue in question.

(d) The arbitrator shall set forth its findings of fact and conclusions of law and shall render an award based thereon. The parties further agree that the arbitrator may make any award(s) or enter such order(s) as may be deemed appropriate by the arbitrator which shall be the sole and exclusive remedy between the parties regarding any and all claims and that all decisions of the arbitrator shall be final and binding upon the parties.

(e) The prevailing party shall be entitled to receive the costs incurred by such party in connection therewith, including reasonable attorney's fees and expenses incurred. The arbitration proceedings conducted pursuant hereto shall be confidential. No party shall disclose any information about the evidence or documentation introduced by the other in connection with the arbitration proceedings, except in the course of a judicial, regulatory or arbitration proceeding or as may be requested by governmental authority. The arbitrator, expert witnesses and stenographic reporters shall sign appropriate nondisclosure agreements in order to effectuate this Agreement of the parties as to confidentiality.

(f) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If either party refuses to comply with or respond to a demand for arbitration, then the party demanding arbitration may proceed without the non-responsive party and receive the equivalent of a default judgment from the arbitrator.

22. Miscellaneous.

(a) No Amendments. No amendments or additions to this agreement shall be binding unless in writing and signed by both parties.

(b) Paragraph Headings. The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

(c) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

(d) Waiver. No waiver of any breach of default of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or different nature, unless expressly so stated in writing.

(e) Governing Law. This Agreement shall, except to the extent that federal law shall be deemed to apply, be governed by and construed and enforced in accordance with the laws of the State of Georgia, without giving effect to that state's conflict of laws and principles. The parties hereto agree that this Agreement is deemed to have been made and entered into in the State of Georgia, that the terms and provisions of this Agreement are to be interpreted in accordance with and governed by the laws of the

State of Georgia and the venue for any proceeding relating to the provisions of this Agreement is to be Cobb County, State of Georgia.

(f) Force Majeure. Neither party will be liable for loss or damage or deemed to be in breach of this Agreement if such party's failure to perform any obligation results from: acts of God, fires, strikes, embargoes, wars or riots; or any other similar event or cause beyond the control of the affected party. Any delay resulting from any of said causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

(g) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, with the same effect as if the signatories executing the several counterparts had executed one counterpart, provided, however, that the several executed counterparts shall together have been signed by Purchaser and Seller. All executed counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Executive Employment Agreement on the day and year first hereinabove written.

DEEP GREEN WASTE & RECYCLING, LLC By: _____(SEAL) Its: _____	_____(SEAL) Bill Edmonds

AMENDMENT TO DEEP GREEN WASTE & RECYCLING, LLC EMPLOYMENT AGREEMENT

THIS AMENDMENT, dated as of the 20th day of July, 2017, is made to the Deep Green Waste & Recycling, LLC Employment Agreement dated the 1st of January, 2016 ("the Agreement") by and between Deep Green Waste & Recycling LLC, a Georgia Limited Liability Company ("Deep Green"), and Bill Edmonds (the "Executive").

WHEREAS, both Executive and Deep Green understand that changes in terms of certain provisions in the Agreement will be helpful in the furtherance of Deep Green's negotiation of additional financing and both Deep Green and the Executive have agreed to such changes.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree as follows:

1. Paragraph 5. Ownership Interest. Delete the paragraph and insert the paragraph:

   "Upon initiation of its Incentive Stock Plan, Deep Green hereby grants the Executive an additional two and one-fourth percent (2.25%) ownership interest in Deep Green, with 0.5625% granted upon the date of initiation and 0.5625% granted on the anniversary date of the ISP for each of the following three years."

2. Paragraph 6. Grant of Initial Stock Options.

   Delete the paragraph.

3. Paragraph 7. Discretionary Incentive Bonus to the Executive.

   Delete the first sentence and replace with "For each year of the Agreement in which the Company's after-tax profits exceed $2,00000,000, the Company will pay the Executive a Discretionary Incentive Bonus of no less than two and one half percent (2.5%) of the Company's after-tax profits, as determined by the Company's independent certified public accountant(s) in accordance with generally accepted accounting principles."

4. Paragraph 12. Change of Control.

   In 12. (b) (i) delete the word "ten" and replace with the word "thirty" and delete the figure (10%) and replace with the figure (30%).

5. Except as expressly amended or modified hereby, the Deep Green Waste & Recycling, LLC Employment Agreement will and does remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

DEEP GREEN WASTE & RECYCLING, LLC	
By: _____ (SEAL) Its: COO	_____ (SEAL) Bill Edmonds

Exhibit B
Assignment and Assumption of Bradford Employment Agreement

(Attached)

ASSIGNMENT AND ASSUMPTION AGREEMENT

(DAVID BRADFORD)

Dated as of August 24, 2017

This Assignment, Assumption and Amendment Agreement (this "Agreement"), dated as of the date first set forth above, is entered into by and between Critic Clothing, Inc., a Wyoming corporation ("Critic"), Deep Green Waste & Recycling, LLC, a Georgia limited liability company ("DGWR") and David Bradford ("Executive"). Each of Critic, DGWR and Executive may be referred to herein as a "Party" and collectively as the "Parties".

Whereas, DGWR and Executive are parties to that certain Employment Agreement dated as of January 1, 2016, as amended to date (as attached hereto as Exhibit A, the "Employment Agreement");

Whereas, DGWR desires to assign the Employment Agreement and DGWR's obligations thereunder to Critic and Critic desires to assume the Employment Agreement and DGWR's obligations thereunder, and Executive agrees to such assignment and assumption;

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally-bound hereby, the parties to this Agreement hereby agree as follows:

1. Transfer and Assignment. As of the date hereof, DGWR transfers and assigns to Critic all of DGWR's right, title and interest in and to the Employment Agreement and all of DGWR's rights and obligations thereunder.

2. Acceptance of Assignment. Critic, as of the date hereof, hereby expressly accepts the assignment of the Employment Agreement and the rights and obligations of DGWR thereunder, and expressly assumes all of DGWR's rights and obligations in accordance with the terms and conditions hereof.

3. References. Any references in the Employment Agreement to the Company shall hereafter be deemed a reference to Critic.

4. Approval. Executive hereby approves and consents to the assignment herein.

5. Successors and Assigns. No Party hereto may assign or otherwise transfer, in whole or in part, its rights, remedies, duties, or obligations arising under, or with respect to this Agreement, in each case without the express prior written consent of the other Parties hereto and any such assignment or transfer in violation of this Section will be null and void. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

5. Entire Agreement. This Agreement, together with the Employment Agreement, which shall remain in full force and effect following the assignment herein, constitutes the entire agreement among the Parties hereto with respect to the subject matter of this Agreement.

6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement. Any signature pages of this Agreement transmitted by telecopier or by electronic mail in

portable document format will have the same legal effect as an original executed signature page.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia (regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof) as to all matters, including matters of validity, construction, effect, performance, and remedies.

8. Amendment. This Agreement may not be amended or modified except by a written agreement signed by authorized representatives of all of the parties hereto.

9. Further Assurances. Each party shall execute such additional documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions hereof.

[Signatures appear on following page]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the date first written above.

Critic Clothing, Inc.

By: _____
Name: John Fig Liolin
Title: pres, CEO

Deep Green Waste & Recycling, LLC

By: _____
Name: Bill Edmonds
Title: President and Chief Financial Officer

David Bradford

By: _____
Name: David Bradford

Exhibit A

Employment Agreement

(Attached)

DEEP GREEN WASTE & RECYCLING, LLC
EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made effective on the 1st day of January, 2016, by and Deep Green Waste & Recycling, LLC, a Georgia limited liability company with an address of 3225 Shallowford Road NE, Suite 1020, Marietta, GA 30062 (the "Company"), and David A. Bradford, a Georgia resident with an address of 3780 Towne Crossing NW #414, Kennesaw, Ga 30144 (the "Executive").

WHEREAS, the Company wishes to assure the services of the Executive for the period provided in this Agreement; and

WHEREAS, the parties wish this Agreement to supersede all prior understandings between the parties, whether oral or written;

WHEREAS, the Company and Executive desire to set forth the terms of their relationship and enter into an employment relationship for their mutual benefit.

NOW THEREFORE, for and in consideration of the premises, terms, conditions, covenants and obligations of the parties herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Employment.

(a) The Executive shall be employed as Chief Operating Officer of the Company. In furtherance of the Executive's duties, the Executive shall render administrative and management services to the Company as are customarily performed by persons situated in a similar executive position. The Executive shall perform such other duties as the Company may from time to time reasonably direct in writing.

(b) The Executive shall be furnished with a private office, secretarial and administrative assistance, and with such other facilities, amenities and services as are appropriate for the Executive's position and adequate for the performance of his duties hereunder.

2. Term.

This Agreement shall be for a period of five years (the "Initial Term"), commencing upon the date of this Agreement and expiring on midnight of the last night immediately preceding the first day of the sixth (6th) year thereafter, and extended for additional two (2) year "Terms", unless at least six (6) months prior to the expiration of the then-current Term, written notice is delivered by the party desiring to terminate the Agreement to the other party stating that the Agreement will terminate and not be extended. This Agreement is also subject to early termination, as provided herein.

3. Standard of Performance.

(a) Excluding periods of vacation to which the Executive is entitled, the Executive agrees to devote his efforts, attention and ability, as is necessary to perform his duties and obligations to the business and affairs of the Company and to discharge the responsibilities assigned to the Executive hereunder. The Executive agrees that he will, in the performance of his duties, promote the interests, business and reputation of the Company and perform all such duties as are essential or conducive to the efficient management thereof. The Executive may serve on corporate, civic and charitable boards and committees;

manage personal investments; and hold equity interests in businesses which do not directly compete with the business of the Company, even if related thereto; as long as such activities do not interfere in any material respect with the performance of the Executive's responsibilities hereunder.

(b) In each instance in this Agreement where determination is made by "the Company" or in a majority of the Members of the Company, said authority shall be hereinafter vested in the Board of Directors upon the creation of a Board of Directors by the Company; upon the conversion of the Company to a corporation; and/or upon a merger with or acquisition by a third party who has a Board of Directors. Any decision by the Board of Directors shall be a decision of no less than a majority.

4. Base Salary.

(a) The Company shall pay the Executive a salary of One Hundred Eight Thousand Dollars ($108,000) per annum (the "Base Salary"), as follows:

The Company (i) shall remit payment of Eighty-Four Thousand Dollars ($84,000) of the Base Salary, with payments made in equal installments, no less frequently than monthly, on the same calendar date each month or same calendar day if more frequently than monthly, as applicable; and (ii) shall defer payment of Twenty Four Thousand Dollars ($24,000) of the Base Salary, in a proportionate basis and allocated over each payment of the Base Salary so remitted (the "Deferred Base Salary"). The Deferred Base Salary shall earn seven percent (7%) simple interest per annum until paid in full. The Executive, in his sole and absolute discretion, shall determine when and how the Deferred Base Salary shall be paid, without limitation; and may also elect to acquire additional ownership interest in the Company in exchange for all or any portion of the Deferred Base Salary then outstanding, at the lesser of (i) the then-current value of the ownership interest in the Company; or (ii) the price at which ownership interest in the Company was most recently purchased by any party, including the Company.

(b) Each January 1, the Base Salary shall be increased not less than ten percent (10%) and not more than the greater of (i) twenty percent (20%) of the most recent Base Salary; or (ii) a percentage equal to an increase in the Company's Enterprise Value over the most recently ended calendar year. For purposes of this Agreement, "Enterprise Value" shall mean 1.2 times the Company's gross annual revenue, net only of any taxes collected for and remitted to a governing body, and less the Company's total liabilities, as reflected on the Company's balance sheet. The Board of Directors, by determination of not less than a majority of the votes, may increase Base Salary at any time and in increment greater than that herein set forth. In any year in which the Company increases Base Salary by virtue of this Paragraph 4(b), such increase shall be considered part of the "Base Salary" for purposes of this Agreement. In no event shall the Base Salary be reduced. Upon renewal or extension of this Agreement for additional Terms, the Base Salary shall be no less than the base salary for the most recently-ended calendar year.

(c) By execution of this Agreement, the Executive does verify and affirm that the Executive is not subject to the backup withholding provisions of Section 3406 of the Internal Revenue Code and is a United States citizen.

5. Ownership Interest.

As an inducement to the Executive to enter into this Agreement, the Company hereby grants the Executive an initial three and one-half percent (3.5%) ownership interest in the Company. The Company shall grant the Executive an additional two and one-half percent (2.5%) ownership interest in the Company upon the Company's achievement of $100,000 in EBITDA for three consecutive months and a further additional one and one-half percent (1.5%) ownership interest in the Company upon the Company's achievement of $200,000 in EBITDA for three consecutive months.

Initial 3.5% effective 5/5/16

6. Grant of Initial Stock Options.

As an inducement to the Executive to enter into this Agreement, the Company hereby agrees that, in addition to the Executive's automatic right to convert the same percentage of his ownership interest in the Company to Common voting Shares upon conversion to a corporation, the Company shall award the Executive Options to purchase an additional Three Percent (3%) of its Common, Voting Stock upon the Company's Initial Public Offering at the Initial Public Offering price. The Options may be exercised in part or in full by the Executive not before one hundred eighty days (180) after the date of the Company's Initial Public Offering and must be exercised within ten (10) years of the date of the Company's Initial Public Offering. This grant hereby applies to the Company and any successor entity in interest to the Company.

7. Discretionary Incentive Bonus to the Executive.

The Company will pay the Executive a Discretionary Incentive Bonus of no less than ten percent (10%) of the Company's after-tax profits, as determined by the Company's independent certified public accountant(s) in accordance with generally accepted accounting principles. At the Executive's sole and absolute election, any Discretionary Incentive Bonus shall be paid in any combination (i) of cash; (ii) pursuant to a deferred cash compensation arrangement; (iii) in ownership interest; and/or; (iv) in Options. In no event shall the Discretionary Incentive Bonus be in excess of two hundred percent (200%) of the Base Salary.

8. Participation in Retirement and Employee Benefit Plans.

(a) The Executive shall be entitled to participate in any plan of the Company relating to pension, thrift, deferred compensation, profit-sharing, group life insurance, medical insurance, education reimbursement and other retirement and employee benefits that the Company may then have in force.

(b) In addition to the compensation provided to the Executive as hereinabove set forth, the Company agrees to reimburse the Executive for reasonable entertainment, travel, lodging and other miscellaneous expenses, whether local or out-of-city, incurred on its behalf and directly related to the performance of his duties hereunder. This reimbursement shall include the payment of reasonable expenses for being a member of and attending meetings of trade and/or professional associations. The Executive shall submit an itemized statement and reasonable documentation of the expenses incurred. The Company further agrees to provide the Executive, for both business and personal use during the then-current Term of and employment under this Agreement, with a new or late model automobile every three (3) years of a make, model and standard commensurate with that used by the Executive for such purposes in the past. The Company shall be responsible for all expenses (including adequate insurance), repairs and maintenance of said vehicle; provided, however, the Executive shall be responsible for his gas and oil expenses for his personal automobile travel. The Company shall also include the Executive as an insured under its liability insurance policies with coverage at least equal to the coverage under its current liability insurance policies. The Executive shall return the automobile to the Company immediately upon cessation of the Executive's employment with the Company.

9. Life Insurance.

Upon the Company's achievement of three consecutive months of $10,000 in EBITDA, and in addition to any group life insurance plan the Company may offer its employees from time to time, the Company shall provide the Executive during the term of employment with life insurance as follows:

(a) The Company will provide the Executive with a life insurance policy providing for a pay-out benefit of no less than Fifty Thousand Dollars ($50,000) (the "Life Insurance Policy"), naming the Executive as owner and naming any one or more primary and successor beneficiaries thereto as the Executive designates.

(b)

10. Vacation.

(a) The Executive shall be entitled, without loss of pay, to vacation/personal time off of not less than four (4) weeks per year in accordance with the Company's personnel policies, and at such time or times as the Executive may reasonably determine, having regard to the Company's business and affairs, and as acceptable to and approved by the Company.

(b) The Executive shall not be entitled to receive any additional compensation from the Company for unused vacation time. The Executive shall be entitled to accumulate one week unused vacation time from one calendar year to the next calendar year.

11. Termination of Employment.

(a) This Agreement and the Executive's employment hereunder may be terminated at any time by of the Company. Except as otherwise provided in this Agreement, any termination by the Company other than for "Cause" shall not prejudice the Executive's right to, and the Executive shall timely, receive:

(i) Compensation in accordance with Paragraphs 4, 5, 6, and 7 of this Agreement for the remainder of the Term;

(ii) All other benefits herein provided for the remainder of the Term; and

(iii) A lump sum cash severance payment equal to twice the Executive's then-current Base Salary, to be paid within thirty (30) days of termination.

(b) The Executive shall have no right to receive compensation or other benefits under this Agreement for any period after the date of termination for Cause. For purposes of this Agreement, termination for "Cause" shall mean only the following events:

(i) Fraud directly causing harm to the Company;

(ii) Material breach of any provision of this Agreement which, by its very nature, cannot be cured;

(iii) The Executive's failure to perform his duties and responsibilities and failure to cure such non-performance within thirty (30) days after notice of such failure from the Company to the Executive; and

(iv) Conviction of the Executive of a felony that directly and adversely affects the Company.

(c) The Executive shall not be deemed to have been terminated for Cause unless there shall have been delivered to the Executive a copy of a resolution duly adopted by the affirmative vote of not less than a majority of the Members of the Company duly called and held for the purpose (after reasonable notice to the Executive and an opportunity for the Executive, together with his counsel, to be heard before the Members of the Company), finding that in the good faith opinion of the Company the Executive was guilty of the improper conduct alleged and specifying the particulars thereof in detail.

(d) This Agreement may be terminated by the Executive at any time upon ninety (90) days' written notice to the Company or upon such shorter period as may be agreed upon between the Executive and the

Company. In the event of such termination, the Company shall be obligated only to continue to pay the Executive the Base Salary and those retirement and/or employee benefits which have been earned or become payable up to the date of termination.

(e) The Company may also terminate this Agreement upon the Disability of the Executive. For purposes of this Agreement, "Disability" shall mean the inability of the Executive to perform his duties, responsibilities and obligations for any consecutive sixty (60) days or for any one hundred eighty (180) days within any consecutive twelve (12) month period, by reason of a medically determinable physical or mental impairment, as determined in good faith by the Company. If any dispute arises as to whether the Executive is or was physically or mentally unable to perform his duties pursuant to this Agreement, or whether his Disability has ceased and he is now able to resume his duties, the parties shall submit such question to a licensed physician agreed upon by the parties, or if the parties are unable to agree, to a licensed physician appointed by a neutral party practicing in the State of Georgia at the request of either party. The Executive shall submit to such examinations and provide information as such physician may request and the determination of such physician as to the Executive's physical or mental condition shall be binding and conclusive on the parties. The Company agrees to pay the cost of any such physician and examinations.

(i) If the Executive's employment terminates by reason of the Executive's Disability, the Company shall pay the Executive his Base Salary as follows: For the first ninety (90) days of the Executive's Disability, the Executive shall be entitled to one hundred percent (100%) of the Executive's Base Salary. If the Executive's Disability continues beyond ninety (90) days, the Executive shall receive seventy-five percent (75%) of Base Salary for one year beyond the ninety (90) days. If the Executive's employment terminates by reason of the Executive's Disability, the Company shall also pay the Executive any benefits and awards which pursuant to the terms of any compensation or benefit plan have been earned or have become payable, but which have not yet been paid to the Executive, and a pro rata portion of any incentive bonus that the Executive would have been entitled to receive in respect of the year in which the Executive's date of termination occurs had he continued in employment until the end of such calendar year.

(ii)

(f)

12. Change of Control.

(a) If, during the term of this Agreement, there is a Change in Control of the Company, the Executive shall be entitled to a Change in Control Severance Payment if the Executive's employment is involuntarily terminated, in connection with or within two (2) years after the Change in Control, other than pursuant to Paragraphs 11(i) or (v) hereinabove. The Company shall also remit to the Executive the Change in Control Severance Payment if the Executive voluntarily terminates employment for Good Reason (as defined in Paragraph 13 hereinafter) in connection with, or within two years after, a Change in Control of the Company. Voluntary termination pursuant to this Paragraph 12 shall not constitute an improper termination by nor a termination for cause of the Executive under Paragraph 11 hereof. The amount of the Change in Control Severance Payment shall be compensation and other benefits that would otherwise have been provided to the Executive pursuant to Paragraphs 4, 5, 6 and 7 for the remainder of this Agreement. The Change in Control Severance Payment is in addition to the lump sum cash payment to be paid to the Executive pursuant to Paragraph 11 of this Agreement and all other amounts payable to the Executive through the termination date of this Agreement.

(b) For purposes of this Agreement, a Change in Control of the Company shall mean:

(i) the acquisition by a person or persons acting in concert of the power to vote ten percent (10%) or more of a class of the Company's voting interest or the acquisition by a person of the power to direct the Company's management or policies if such acquisition constitutes or will constitute an acquisition of control of the Company; and

(ii) during any period of two (2) consecutive years during the term of this Agreement, persons who at the beginning of such period constitute the Members of the Company cease for any reason to constitute at least a majority thereof, unless the election of each Member who was not a Member at the beginning of such period has been approved in advance by Members representing at least two-thirds of the ownership interest in the Company who were Members at the beginning of the period;

(iii) where the term "person" refers to an individual, corporation, company, partnership, trust, association, joint venture, pool, syndicate, sole proprietorship, unincorporated organization and all other entities.

(b) Upon the Executive's termination of employment within two (2) years after the occurrence of a Change in Control of the Company, the Company will cause to be continued life, medical, hospitalization, dental and disability insurance coverage substantially identical to the coverage maintained by the Company for the Executive prior to his severance. Such coverage shall cease upon the earlier of the Executive's employment by another employer or two (2) years from such termination. Notwithstanding the foregoing, the Company shall not continue any coverage if to do so would be contrary to law.

13. Good Reason.

For purposes of this Agreement, "Good Reason" shall mean the occurrence after a Change of Control of any of the events or conditions described in Subparagraphs (a) through (g) hereof without the Executive's express, written consent, provided the Executive's right to terminate his employment pursuant to this paragraph shall not be affected by his incapacitation due to physical or mental illness:

(a) A change in the Executive's status, title, position or responsibilities (including reporting responsibilities) which, in the Executive's reasonable judgment, is not at least equal to his status, title, position or responsibilities as in effect immediately prior thereto; the assignment to the Executive of any duties or responsibilities which, in the Executive's reasonable judgment, are inconsistent with such status, title, position or responsibilities; and/or any removal of the Executive from or failure to reappoint him to any of such positions, except in connection with the termination of his employment for (i) Disability, (ii) Cause, (iii) as a result of his death or (iv) by the Executive other than for Good Reason;

(b) A reduction by the Company in the Executive's Base Salary as in effect on the date of a Change in Control of the Company or as the same may be increased from time to time;

(c) The relocation of the Company's principal executive offices to a location outside a 50-mile radius of the Company's principal executive offices as of the date of this Agreement, or the Company requiring the Executive to be based at any place other than Marietta, Georgia, except for reasonably required travel on the Company's business which is not materially greater than such travel requirements prior to the Change in Control;

(d) The adverse and substantial alteration in the nature and quality of the office space within which the Executive performs his duties, including the size and location thereof, as well as the secretarial and administrative support provided to the Executive;

(e) The failure by the Company to continue to provide the Executive with compensation and benefits in at least the amounts or substantially similar to those set forth in this Agreement (including benefit, retirement and other plans hereinafter enacted), or the taking of any action by the Company which would directly or indirectly materially reduce any of such benefits or deprive the Executive of any material fringe benefit enjoyed by him at the time of the Change of Control;

(f) Any material breach by the Company of any provision of this Agreement; and

(g) The failure of the Company to obtain a satisfactory agreement from any successor or assign of the Company to assume and agree to perform this agreement, as contemplated in Paragraph 18* hereof.

14. Election to Avoid Excess Parachute Payments.

(a) If the Present Value (as defined herein) of any benefits payable under Sections 4, 5, 6, and 7 and any other payments otherwise payable to the Executive by the Company (collectively referred to as the "Severance Benefits") which are deemed under Section 280G of the Internal Revenue Code (the "Code") to constitute "Parachute Payments": is greater than three times the Executive's Base Amount (as defined herein), the Executive may elect to apply the provision set forth below.

(b) If any Severance Benefits to be made to the Executive by the Company, whether pursuant to this Agreement or otherwise, upon termination of the Executive's employment pursuant to Paragraphs 11, 12, and 13 hereof are deemed, in the opinion of the Company's independent public accountants (the "Accountants") to constitute Parachute Payments, the Executive may, upon written notification by the Company of the determination of the Accountants, elect to receive any combination of Severance Benefits from the Company due to the Executive as a result of termination which equal the maximum aggregate amount which can be paid to the Executive without constituting Excess Parachute Payments pursuant to the Code. The written notification by the Company of any determination of the Accountants pursuant to this Paragraph shall be provided to the Executive within five (5) business days of the Executive's date of termination, and shall (i) list all Severance Benefits which are deemed to constitute Parachute Payments in the opinion of the Accountants, and (ii) contain the Company's opinion as to the Present Value of each of such Severance Benefits, which opinion shall be determined in consultation with the Accountants. Any election by the Executive pursuant to this Paragraph shall be made by the Executive and submitted to the Company by the thirtieth (30th) day following the date of termination, and the Company shall pay to the Executive the Severance Benefits specified in such election within five (5) business days of receipt of such election.

(c) If the Executive does not file a written election with the Company pursuant to this Paragraph upon receipt of a written notification by the Company of the Accountant's determination that Severance Benefits to which the Executive is entitled upon termination constitute Excess Parachute Payments, then the Company shall pay outright and in full the Executive all Severance Benefits due him pursuant to this Agreement or otherwise.

(d) For purposes of this Paragraph, Present Value means the value determined in accordance with the principles of Section 1274(b)(2) of the Code as maintained under Section G of the Code, and Base Amount means the average annual compensation payable to the Executive by the Company and includible in the Executive's gross income for federal income tax purposes during the shorter of the period consisting of (i) the most recent five (5) taxable years ending before the date of any Change in Control of the Company; or (ii) the conclusion of such actual period during which the Executive was an employee.

(e) References to Code Section G herein are specified references to Section G, as added to the Code by the Tax reform Act of 1984, Pub. L. No. 98-369, 98th Cong., 2nd Sess., and as it may be amended.

15. Proprietary Information.

The Executive agrees that the knowledge of the business activities and plans for business activities of the Company and affiliates thereof is a confidential, valuable, special and unique asset of the business of the

Company. The Executive's knowledge of information concerning the Company of which a third party has both knowledge and an unrestricted right to that knowledge is not subject to this Paragraph. During the term of his employment and for the period ending two (2) years following the termination of his employment for any reason, the Executive will not disclose any knowledge of the past, present, planned or considered business activities of the Company or affiliates thereof to any person for any reason or purpose whatsoever. In the event of a breach or threatened breach by the Executive of the provision of this Paragraph, the Company will be entitled to an injunction restraining the Executive from disclosing, in whole or in part, the knowledge of the past, present, planned or considered business activities of the Company or affiliates thereof, and from rendering any services to any person to whom such knowledge, in whole or in part, has been disclosed or is threatened to be disclosed. Nothing herein will be construed as prohibiting the Company from pursuing any other remedies available to the Company for such breach or threatened breach, including the recovery of damages from the Executive.

16. Indemnification.

(a) The Company, using reasonable business judgment, shall provide the Executive (including his heirs, executors and administrators) with coverage under a Directors' and Officers' Liability Insurance Policy (the "D&O Policy") at the Company's expense, and shall indemnify, hold harmless and defend the Executive (and his heirs, executors and administrators) to the fullest extent permitted under Georgia law for any deductible expense on the D&O Policy reasonably incurred by him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his having been a director or officer of the Company (whether or not he continues to be a director or officer at the time of incurring such expense), such expenses and liabilities to include, but not be limited to, judgments, court costs and attorneys' fees and the cost of reasonable settlements, such settlements to be approved by the Company, if such action is brought against the Executive in his capacity as an officer or director of the Company. Indemnification for deductible expenses shall not extend to matters for which the Executive has been terminated for Cause.

(b) If the Company does not provide the Executive with coverage under a D&O policy, the Company shall indemnify, hold harmless and defend the Executive (and his heirs, executors and administrators) to the fullest extent permitted under Georgia law against all expenses and liabilities reasonably incurred by him in connection with or arising out of any action, suit or proceeding in which he may be involved by reason of his having been a director or officer of the Company (whether or not he continues to be a director or officer at the time of incurring such expenses or liabilities), such expenses and liabilities to include, but not be limited to, judgments, court costs and attorneys' fees and the cost of reasonable settlements, such settlements to be approved by the Company, if such action is brought against the Executive in his capacity as an officer or director of the Company. Indemnification for expense shall not extend to matters for which the Executive has been terminated for Cause.

17. Payment of Legal Fees.

All reasonable legal fees paid or incurred by the Executive pursuant to any dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Company, if the Executive is successful or as may be determined to be appropriate by any arbitrator's award based on the relative merits of the two parties.

18. Successors; Binding Agreement.

(a) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by an assumption agreement in form and substance satisfactory to the Executive, to expressly assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. Failure of the Company to obtain such assumption agreement prior to the effectiveness of any such succession shall be a breach of this Agreement and shall entitle the Executive to compensation from the Company in the same amount and on the same terms that he would be entitled to hereunder if he terminated his employment voluntarily in connection with, or within two (2) years after, a Change in Control of the Company.

(b) This Agreement and all rights of the Executive hereunder shall inure to the benefit of and be enforceable by the Executive's personal or legal representatives, successor, heirs, distributes, devisees, legatees and permitted assigns.

19. No Assignments.

This Agreement is personal to each of the parties hereto and, except as provided in Paragraph 18, neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other party.

20. Notice.

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or nationally recognized overnight courier, and three (3) days after being mailed via certified or registered mail, return receipt requested, with postage prepaid, to the addresses hereinabove set forth, or to such other address as either party may designate by like notice.

21. Arbitration. Except for the determination of Disability, any dispute or controversy arising under or in connection with this Agreement and any breach or alleged breach hereof shall be submitted to, and settled by, arbitration in Cobb County, Georgia, by arbitration in accordance with the provisions of this Section.

(a) Arbitration shall be conducted in accordance with the rules of, but not necessarily with, the American Arbitration Association. The party requesting arbitration shall serve upon the other party a notice demanding arbitration and a description of the issue or issues to be arbitrated.

(b) Every person nominated or recommended to serve as an arbitrator hereunder shall be a lawyer with expertise in interpreting contracts in the field of law involved in the subject controversy, with extensive experience in corporate, commercial and employment matters, and with no less than five (5) years of experience as a neutral arbitrator. If the parties cannot agree upon an arbitrator, then they shall each select an arbitrator who shall select a third, independent arbitrator. The selection made by the two arbitrators shall be final and binding upon the parties.

(c) The arbitrator shall base his or her award on this Agreement and applicable law and judicial precedent and shall accompany the award with a written explanation of the reasons for the award. The arbitrator shall apply and be governed by the substantive laws of the State of Georgia applicable to contracts made and to be performed therein and by the arbitration laws of the United States (Title 9, U.S. Code), as a federal district court sitting in the Northern District of Georgia would apply in the event of litigation regarding the issue in question.

(d) The arbitrator shall set forth its findings of fact and conclusions of law and shall render an award based thereon. The parties further agree that the arbitrator may make any award(s) or enter such order(s)

as may be deemed appropriate by the arbitrator which shall be the sole and exclusive remedy between the parties regarding any and all claims and that all decisions of the arbitrator shall be final and binding upon the parties.

(e) The prevailing party shall be entitled to receive the costs incurred by such party in connection therewith, including reasonable attorney's fees and expenses incurred. The arbitration proceedings conducted pursuant hereto shall be confidential. No party shall disclose any information about the evidence or documentation introduced by the other in connection with the arbitration proceedings, except in the course of a judicial, regulatory or arbitration proceeding or as may be requested by governmental authority. The arbitrator, expert witnesses and stenographic reporters shall sign appropriate nondisclosure agreements in order to effectuate this Agreement of the parties as to confidentiality.

(f) Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If either party refuses to comply with or respond to a demand for arbitration, then the party demanding arbitration may proceed without the non-responsive party and receive the equivalent of a default judgment from the arbitrator.

22. Miscellaneous.

(a) No Amendments. No amendments or additions to this agreement shall be binding unless in writing and signed by both parties.

(b) Paragraph Headings. The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement.

(c) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.

(d) Waiver. No waiver of any breach of default of any of the provisions hereof shall be effective unless in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or waiver in respect of any subsequent breach or default, either of a similar or different nature, unless expressly so stated in writing.

(e) Governing Law. This Agreement shall, except to the extent that federal law shall be deemed to apply, be governed by and construed and enforced in accordance with the laws of the State of Georgia, without giving effect to that state's conflict of laws and principles. The parties hereto agree that this Agreement is deemed to have been made and entered into in the State of Georgia, that the terms and provisions of this Agreement are to be interpreted in accordance with and governed by the laws of the State of Georgia and the venue for any proceeding relating to the provisions of this Agreement is to be Cobb County, State of Georgia.

(f) Force Majeure. Neither party will be liable for loss or damage or deemed to be in breach of this Agreement if such party's failure to perform any obligation results from: acts of God, fires, strikes, embargoes, wars or riots; or any other similar event or cause beyond the control of the affected party. Any delay resulting from any of said causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

(g) Counterparts. This Agreement may be executed simultaneously in one or more counterparts, with the same effect as if the signatories executing the several counterparts had executed one counterpart, provided, however, that the several executed counterparts shall together have been signed by Purchaser and Seller. All executed counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Executive Employment Agreement on the day and year first hereinabove written.

DEEP GREEN WASTE & RECYCLING, LLC	

By: _____ (SEAL) Its: _____	_____ (SEAL) David A. Bradford

DEEP GREEN WASTE RECYCLING, LLC
BILL EDMONDS
PRESIDENT

AMENDMENT TO DEEP GREEN WASTE & RECYCLING, LLC EMPLOYMENT AGREEMENT

THIS AMENDMENT, dated as of the 20th day of July, 2017, is made to the Deep Green Waste & Recycling, LLC Employment Agreement dated the 1st of January, 2016 ("the Agreement") by and between Deep Green Waste & Recycling LLC, a Georgia Limited Liability Company ("Deep Green"), and David A. Bradford (the "Executive").

WHEREAS, both Executive and Deep Green understand that changes in terms of certain provisions in the Agreement will be helpful in the furtherance of Deep Green's negotiation of additional financing and both Deep Green and the Executive have agreed to such changes.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Amendment hereby agree as follows:

1. Paragraph 5. Ownership Interest. Delete the second sentence and insert the sentence:

   "Upon initiation of its Incentive Stock Plan, Deep Green hereby grants the Executive an additional one and one half percent (1.5%) ownership interest in Deep Green, with 0.375% granted upon the date of initiation and 0.375% granted on the anniversary date of the ISP for each of the following three years."

2. Paragraph 6. Grant of Initial Stock Options.

   Delete the paragraph.

3. Paragraph 7. Discretionary Incentive Bonus to the Executive.

   Delete the first sentence and replace with "For each year of the Agreement in which the Company's after-tax profits exceed $2,000,000, the Company will pay the Executive a Discretionary Incentive Bonus of no less than one and one-half percent (1.5%) of the Company's after-tax profits, as determined by the Company's independent certified public accountant(s) in accordance with generally accepted accounting principles."

4. Paragraph 12. Change of Control.

   In 12. (b) (i) delete the word "ten" and replace with the word "thirty" and delete the figure (10%) and replace with the figure (30%).

5. Except as expressly amended or modified hereby, the Deep Green Waste & Recycling, LLC Employment Agreement will and does remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

DEEP GREEN WASTE & RECYCLING, LLC	
By: _____ (SEAL) Its: President	_____ (SEAL) David A. Bradford

Exhibit C
Antevorta Agreement to Pay Costs

(Attached)

August 23, 2017

Bill Edmonds
President, CEO
Deep Green Waste & Recycling LLC
3225 Shallowford Road NE, Suite 1020
Marietta, Georgia 30062

Dear Bill,

I hereby affirm that ANTEVORTA CAPITAL PARTNERS LTD. shall pay for and ensure that required Critic Clothing, Inc. audit is completed in a timely manner so audited financials can be included in Form 10.

Yours truly,

ANTEVORTA CAPITAL PARTNERS LTD.

By: _____

Its: DIRECTOR

Exhibit C
Form of Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations

(Attached)

AGREEMENT OF CONVEYANCE, TRANSFER AND ASSIGNMENT OF ASSETS AND ASSUMPTION OF OBLIGATIONS

This Agreement of Conveyance, Transfer and Assignment of Assets and Assumption of Obligations ("Transfer and Assumption Agreement") is made as of August 23 2017, by Critic Clothing, Inc., a Wyoming corporation ("Assignor"), and Saint James Capital Management, LLC ("Assignee").

WHEREAS, Assignor has been engaged in extreme sports apparel design and manufacturing (the "Business"); and

WHEREAS, Assignor desires to convey, transfer and assign to Assignee, and Assignee desires to acquire from Assignor, all of the assets of Assignor relating to the operation of the Business, and in connection therewith, Assignee has agreed to assume all of the liabilities of Assignor relating to that Business, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

Section 1. Assignment.

1.1. Assignment of Assets. For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by Assignor, Assignor does hereby assign, grant, bargain, sell, convey, transfer and deliver to Assignee, and its successors and assigns, all of Assignor's right, title and interest in, to and under the assets, properties and business, of every kind and description, wherever located, real, personal or mixed, tangible or intangible, owned, held or used in the conduct of the Business (the "Assets"), including, but not limited to, the assets listed on Exhibit A hereto, and identified in part by reference to Assignor's most recent balance sheet filed with OTC Markets (the "Balance Sheet").

1.2 Further Assurances. Assignor shall from time to time after the date hereof at the request of Assignee and without further consideration execute and deliver to Assignee such additional instruments of transfer and assignment, including without limitation any bills of sale, assignments of leases, deeds, and other recordable instruments of assignment, transfer and conveyance, in addition to this Transfer and Assumption Agreement, as Assignee shall reasonably request to evidence more fully the assignment by Assignor to Assignee of the Assets.

Section 2. Assumption and Cancellation of Shares.

2.1 Assumed Liabilities. As of the date hereof, Assignee hereby assumes and agrees to pay, perform and discharge, fully and completely, (i) all liabilities, commitments, contracts, agreements, obligations or other claims against Assignor, whether known or unknown, asserted or unasserted, accrued or unaccrued, absolute or contingent, liquidated or unliquidated, due or to become due, and whether contractual, statutory, or otherwise associated with the Business (the "Liabilities"), including, but not limited to, the Liabilities listed on Exhibit B, and identified in part by reference to the Balance Sheet. Notwithstanding anything to the contrary, the term Liabilities

shall not include the two convertible promissory notes held by Antevorta Capital Partners, Ltd. in the aggregate principal amount of $200,000, which will remain in Assignor.

Assignee represents and warrants that these are all the liabilities that currently exist related to the Business.

2.2. Cancellation of Shares. Assignee further agrees to cancel 3,000,000,000 shares of common stock currently held by it in Assignor.

2.3 Further Assurances. Assignee shall from time to time after the date hereof at the request of Assignor and without further consideration execute and deliver to Assignor such additional instruments of assumption in addition to this Transfer and Assumption Agreement as Assignor shall reasonably request to evidence more fully the assumption by Assignee of the Liabilities.

Section 3. Headings. The descriptive headings contained in this Transfer and Assumption Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Transfer and Assumption Agreement.

Section 4. Governing Law. This Transfer and Assumption Agreement shall be governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and to be performed entirely within that state, except that any conveyances of leaseholds and real property made herein shall be governed by the laws of the respective jurisdictions in which such property is located.

[*The remainder of this page is blank intentionally.*]

IN WITNESS WHEREOF, this Transfer and Assumption Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

CRITIC CLOTHING, INC.

By: _____
John Figliolini
CEO

SAINT JAMES CAPITAL MANAGEMENT, LLC

By: _____
John Figliolini
CEO

Exhibit A

(a) All of the equipment, computers, servers, hardware, appliances, implements, and all other tangible personal property that are owned by Assignor and have been used in the conduct of the Business;

(b) all inventory associated with the Business;

(c) all real property and real property leases to which Assignor is a party, and which affect the Business or the Assets;

(d) all contracts to which Assignor is a party, or which affect the Business or the Assets, including leases of personal property;

(e) all rights, claims and causes of action against third parties resulting from or relating to the operation of the Business or the Assets, including without limitation, any rights, claims and causes of action arising under warranties from vendors and other third parties;

(f) all governmental licenses, permits, authorizations, consents or approvals affecting or relating to the Business or the Assets;

(g) all accounts receivable, notes receivable, prepaid expenses and insurance and indemnity claims to the extent related to any of the Assets or the Business;

(h) all goodwill associated with the Assets and the Business;

(i) all business records, regardless of the medium of storage, relating to the Assets and/or the Business, including without limitation, all schematics, drawings, customer data, subscriber lists, statistics, promotional graphics, original art work, mats, plates, negatives, accounting and financial information concerning the Assets or Business;

(j) Assignor's right to use the name "Critic Clothing," and all other names used in conducting the Business, and all derivations thereof, in connection with Assignee's future conduct of the Business;

(k) all internet domain names and URLs of the Business, software, inventions, art works, patents, patent applications, processes, shop rights, formulas, brand names, trade secrets, know-how, service marks, trade names, trademarks, trademark applications, copyrights, source and object codes, customer lists, drawings, ideas, algorithms, processes, computer software programs or applications (in code and object code form), tangible or intangible proprietary information and any other intellectual property and similar items and related rights owned by or licensed to Assignor used in the Business, together with any goodwill associated therewith and

all rights of action on account of past, present and future unauthorized use or infringement thereof; and

(l) all other privileges, rights, interests, properties and assets of whatever nature and wherever located that are owned, used or intended for use in connection with, or that are necessary to the continued conduct of, the Business as presently conducted or planned to be conducted.

Exhibit B

(a) All liabilities in respect of indebtedness of Assignor related to the Business;

(b) product liability and warranty claims relating to any product or service of Assignor associated with the Business;

(c) taxes, duties, levies, assessments and other such charges, including any penalties, interests and fines with respect thereto, payable by Assignor to any federal, provincial, municipal or other government, domestic or foreign, incurred in the conduct of the Business;

(d) liabilities for salary, bonus, vacation pay, severance payments damages for wrongful dismissal, or other compensation or benefits relating to Assignor's employees employed in the conduct of the Business;

(e) any liability or claim for liability (whether in contract, in tort or otherwise, and whether or not successful) related to any lawsuit or threatened lawsuit or claim (including any claim for breach or non-performance of any contract) based upon actions, omissions or events relating to the Business; and

(f) any liability, ongoing duty or obligation, or any claim for liability or performance of any ongoing duty or obligation arising under any and all contracts to which Assignor is a party, or which affect the Business or the Assets.

Exhibit 2.01
Form of Articles of Merger

(Attached)

ARTICLES OF MERGER
of
Deep Green Acquisition LLC,
a Georgia limited liability company
AND
Deep Green Waste & Recycling, LLC,
a Georgia limited liability company

Pursuant to the provisions of the Georgia Limited Liability Company Act, the business entities hereinafter named do hereby adopt the following Articles of Merger:

FIRST: An Agreement and Plan of Merger (the "Plan of Merger") has been executed for merging Deep Green Acquisition LLC., a Georgia limited liability company ("Acquisition LLC"), with and into Deep Green Waste & Recycling, LLC, a Georgia limited liability company ("Deep Green").

SECOND: Deep Green will continue its existence as the surviving company (the "Surviving Company") under its present name pursuant to the provisions of the Georgia Limited Liability Company Act.

THIRD: There are no amendments to the articles of organization of the Surviving Company.

FOURTH: The Plan of Merger was approved by each constituent business entity in accordance with Code Section 14-11-903.

FIFTH: An executed copy of the Plan of Merger is on file at the principal place of business of Deep Green and that address is 3225 Shallowford Road NE, Suite 1020 Marietta, Georgia 30062, Attn: Bill Edmonds.

SIXTH: A copy of the Plan of Merger will be furnished by Deep Green without cost, to any members of Acquisition LLC or any members of Deep Green upon request.

SEVENTH: The merger shall be effective upon filing of these Articles of Merger.

IN WITNESS HEREOF, each of the merging entities has caused these Articles of Merger to be executed by its duly authorized officers on the 24th day of August 2017.

DEEP GREEN ACQUISITION LLC.

_____
By: John Figliolini
Its: Authorized Representative

DEEP GREEN WASTE & RECYCLING, LLC

_____
By: Bill Edmonds
Its: Manager

Exhibit 3
DGWR Disclosure Schedules

(Attached)

Exhibit 3

DGWR Disclosure Schedules

3.01 (i) Jurisdiction of organization:

Georgia

Jurisdictions in which DG qualified to do business:

Alabama

Arizona

California

Colorado

Connecticut

Florida

Georgia

Iowa

Indiana

Kansas

Kentucky

Louisiana

Massachusetts

Minnesota

Mississippi

New Jersey

New Mexico

New York

North Carolina

Oklahoma

Pennsylvania

Rhode Island

Tennessee

Texas

Vermont

3.01 (ii) Every state in which DGWR has employees or facilities

Georgia

Vermont

Florida

New York

Colorado

3.03 (a) Outstanding contractual obligations to repurchase, redeem or otherwise acquire any DG Membership Interests:

None

3.05 Required Consents:

Consent of DG Members

3.12 Real property owned or leased by DGWR

Office premises lease for 3225 Shallowford Road, Marietta, Ga. 30062

3.16 Description of DGWR Benefit Arrangements:

DG Employee Handbook describing standard benefits: PTO, Health Insurance, 401k

Edmonds and Bradford employment agreements

Exhibit 4
Critic Disclosure Schedules

4.03 Antevorta Notes

4.05 Merger Sub board and shareholder consent

Critic board consent

Exhibit 2.01