SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

--X

MELROSE VENTURES LLC and INTELLIGENT PAYMENT PROCESSING INC.,

Index No.: 616187/2024

Plaintiff(s),

- against-

VERIFIED COMPLAINT

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,

Defendant(s),

-and-

UPTEMPO INC.,

Nominal Defendant.

--X

Plaintiff, **MELROSE FINTECH VENTURES LLC and INTELLIGENT PAYMENT PROCESSING INC.,** (collectively hereinafter the "Plaintiffs"), by its attorneys, **THE LAW OFFICES OF VINCENT J. TRIMARCO SR., P.C**, alleges as and for its Complaint against the Defendants, **UPTEMPO INC.,** ("Uptempo"), **MICHAEL A. HILMER,** ("Hilmer") **individually and Derivatively on behalf of UPTEMPO INC., JASON EWART,** ("Ewart") **individually and Derivatively on behalf of UPTEMPO INC., and UPTEMPO INC.,** (Nominal Defendant), as follows:

PARTIES JURISDICTION AND VENUE

1. At all times hereinafter referenced, Plaintiff, **MELROSE VENTURES LLC,** was and still is a is a corporation formed under the laws of Florida State domiciled in Pompano Beach in Broward County, State of Florida and doing business in the State of New York.

8. In the contract, Uptempo expressly agreed that "any suit, action or proceeding arising out of or relating to this Note shall be instituted and defended only in a state or federal court in the State of New York". Defendants consented to personal jurisdiction in New York.

9. Venue is proper pursuant to CPLR § 503(a) and 506 because Defendants signed a contract with a binding New York forum selection clause, Plaintiffs have offices in Suffolk County.

I. NATURE OF THE ACTION

10. This action was commenced by Notice of Summons on July 3, 2024, 2024. (*See* copies of Summons with Notice and Affidavits of Service annexed hereto as Exhibit "A").

11. On August 23, 2024 Defendant Uptempo Inc. filed a Notice of Appearance and made a Demand for a Verified Complaint. (*See* copies of Notice of Appearance and Demand annexed hereto as Exhibit "B").

12. Plaintiff is the owner and holder of a promissory note and unconditional guaranty signed by UMC and Uptempo, and is the beneficiary of perfected security interests in the assets of UMC. (See copies of the Note, Security Agreement and recorded UCC attached hereto as Exhibits "C", "D" and "E ").

13. Beginning in February 2020, as part of a scheme to wrest beneficial ownership and control of Uptempo from Plaintiff, Defendants, acting together and in concert, unlawfully prevented performance of the Note by UMC, interfered with and converted Plaintiff's security interests and property rights. The Defendants changed the location of UMC's bank accounts, transferred UMC's assets and refused Plaintiff's lawful requests for access to its security, all in order to hinder, delay and defraud Plaintiffs.

UCC financing statements were filed in Delaware and New York in May 2018. At all times relevant to this action, the Defendants each had actual knowledge of Plaintiff's perfected security interests in UMC's assets. For instance, Hilmer signed the Note and GSA:

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first set forth above.

TEMPO _
MARKETING CORP.

Michael Hilmer

Name: Director

Title:

ACKNOWLEDGED AND ACCEPTED BY:

UPTEMPO INC,

By:
Name: Michael Hilmer
Title: Director

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed by its duly authorized representative and delivered to Secured Party as-Of the date and year first above written.

Debtor

TEMPO MARKETING CORP.

By:
Name: Michael Hilmer.
Title: Director

17. Upon the occurrence of an Event of Default under the Note, Plaintiff has the right to declare the entire principal amount outstanding due and payable within thirty

23. Instead of paying the debt owed to Plaintiff, Defendants, delayed and defrauded Plaintiff. Defendants agreed and acted in concert to orchestrate a massive fraudulent conveyance of the assets of UMC that was calculated to impair the value of Plaintiff's Collateral, abrogate its security interests in UMC's assets, and deprive Plaintiff of lawful possession of UMC's monies and property. Defendants concocted a plan to remove Trimarco as an officer and director of. UMC.

24. In their attempt to implement the plan, they violated Delaware law. Their action was declared void by a Delaware Chancery Court. Defendants obstructed Plaintiffs access to the Collateral, to put a freeze on UMC's assets, and to transfer assets encumbered by Plaintiff's security interests to Carden, Hilmer, Cicolini, Uptempo and others. In furtherance of the scheme to interfere with Plaintiff's contracts, convert its security interests and hinder, delay and defraud Plaintiff of and from what it is entitled to under the Note, Unconditional Guaranty and GSA, Defendants opened accounts in the name of an entity other than UMC and concealed the location of the Collateral.

25. Defendants employed active measures to deceive Plaintiff, including changing UMC's agreed banking resolutions without authority to prohibit Plaintiff and its principal officer and director, Trimarco, from accessing banking records and the Collateral. On new banking resolutions, Defendants intentionally misrepresented that Trimarco was not an officer and director of UMC. Hilmer also misrepresented that Cicolini was a shareholder of Uptempo and concealed IPPI's beneficial ownership of Uptempo.

26. Defendants also took over control of UMC's cloud hosting providers and hardware and software systems (Microsoft Azure) — which are part of Plaintiff's Collateral — and advised TD & American Express to reverse debit payments and initiate fraud investigations of Trimarco.

Parent shall hold or cause to be held all meetings, and pass or cause to be passed all resolutions and shall take such further actions as may be reasonably necessary to give effect to the elections and appointments set forth in this Section 7.3.

<u>Section 9.5 the APA provides as follows</u>:

9.5 <u>Michael Trimarco Employment Agreement</u>. Parent, Buyer and Seller agree to the following with respect to the Mike Trimarco ("Trimarco") Employment Agreement:

(a) Within 90 days of the Closing Date, Buyer shall enter into an Employment Agreement or Independent Contractor Agreement with Michael Trimarco, which shall include the following material terms: (i) Trimarco's title shall be "Executive Vice-President for Business and Corporate Development", (ii) Trimarco will be paid for services rendered a base salary or contracted rate of TWENTY-EIGHT THOUSAND FIVE HUNDRED USD PER MONTH ($28,500USD/month) commencing on the Closing Date, (iii) Trimarco shall not be required to relocate to the New York City area to perform his duties, and (b) The general terms and conditions of said Trimarco agreement shall be agreed upon by both Trimarco and Buyer or Parent, as applicable, and shall have terms that are substantially similar to or the equivalent of the employment terms of any executive vice-president, chief operating officer or other executive of the Parent or Buyer that is of similar rank to Trimarco and that is employed in similar circumstances."

29. Pursuant to the APA, Trimarco became UMC's Executive Vice-President for Business Development. Trimarco was also elected to the board of directors of UMC and Uptempo. Corporate resolutions of UMC, signed by Hilmer on March 14, 2018.In aiding and abetting Defendants tortious interference with the Note and GSA, conversion of Plaintiffs security interests and fraudulent conveyances of UMC's assets, intentionally ignored the fact that Plaintiff was the beneficial owner of UMC's accounts at MCB and TD, and that Plaintiff had the lawful right to access UMC's accounts.

<u>The GSA includes the following covenants</u>:

(e) Debtor's Other Covenants. Debtor (i) will preserve its existence; (ii) Will not, in one transaction or a. series of related transactions, participate in any merger, consolidation or similar transaction, or sell or otherwise transfer any of

35. In spite of the beneficial ownership and CDD Rules, the GSA, and an established course of dealing and performance that spanned many years, Defendants breached and fraudulently conveyed collateral between February 2020 and the present by, inter alia, refusing lawful direction from Plaintiff and Trimarco concerning the Collateral and by transferring Collateral to third parties in an effort to avoid Plaintiff's security interests and impede enforcement of the Note and GSA. By its actions, Defendants tortuously interfered with and converted Plaintiff's security interests in the Collateral.

36. Defendants have intentionally withheld and concealed information from Plaintiff relating to its transfers of UMC, Collateral. Defendants refuse to disclose specifically when, the transfers took place and how much was transferred. Plaintiff learned that Defendants had opened new accounts at SunTrust. When Plaintiff alerted SunTrust about the situation, SunTrust closed the accounts, and Defendants moved the money again. Defendants are actively engaged in an unlawful effort to interfere with the Note and GSA and hinder, delay and defraud Plaintiff.

COUNT 1
TORTIOUS INTERFERENCE WITH CONTRACT

37. Plaintiffs restate paragraphs I through 36 of this Complaint, and incorporates them herein by reference.

38. The Note, Unconditional Guaranty and GSA are valid and enforceable contracts.

39. At the time Defendants unlawfully interfered with the Note, Unconditional Guaranty and GSA, Plaintiff had existing property rights in and reasonable business expectancies under its contracts with UMC and Uptempo.

48. Defendant's knowingly and willfully converted Plaintiff's security interests in UMC's Collateral, and have acted under circumstances amounting to a willful and wanton disregard of Plaintiff's rights and interests. As a direct result of Defendant's conversion of Plaintiff's security interests, Plaintiff suffered actual damage and loss, including impairment of its security under the GSA and loss of Collateral, in a total sum to be determined by the Jury.

COUNT III
FRAUDULENT CONVEYANCES - DCL 273

49. Plaintiffs restate paragraphs 1 through 48 of this Complaint, and incorporates them herein by reference.

50. At all times relevant to this action, Plaintiff was a creditor of Uptempo by reason of UMC's and Uptempo's execution of the Note and Unconditional Guaranty.

51. At the time they signed the APA in April 2018, Defendants combined, associated, agreed or acted in concert for the express and unlawful purpose of diluting Plaintiff's ownership interest in Uptempo and intentionally and unlawfully interfering with the Note, Unconditional Guaranty and GSA. Defendants, acting together and with others, devised a scheme to change the articles and by-laws of Uptempo to facilitate issuance of Uptempo securities to themselves and to "friends & family" without Plaintiffs or Trimarco's knowledge. After changing Uptempo's articles and by-laws, Defendants then proceeded to engage in securities transactions that had the direct effect of diluting Plaintiff's ownership of Uptempo. The effect of Defendants' actions was to injure and diminish the value of Plaintiff's shares in Uptempo.

52. At the time Uptempo signed the APA, the articles of Uptempo contained a clear restriction on shares transfers:

The by-laws of Uptempo further provided that no share of the corporation may be issued "until it is fully paid in money or in property or in past service that is not less in value than the fair equivalent of the money that the Corporation would have received if the share had been issued for money."

53. On July 6, 2018, without calling a meeting of either the directors or shareholders and without a signed resolution of all directors or all shareholders, upon information and belief Officers and Employees, acting in concert with others, upon information and belief, unlawfully and fraudulently changed Uptempo's articles and by-laws. Back-dated corporate resolutions to April 30, 2018 to make it look like the changes to the articles and by-laws were effective as of the date of closing of the APA. And further eliminated the restriction on share transfers in Uptempo's articles and eliminated §§ 1 1.6 and 11.7 of the by-laws, effectively giving carte blanche to issue shares of Uptempo to whomever they wanted. These actions were concealed from Plaintiff and Trimarco.

54. The putative changes to the articles and by-laws are illegal and void.

55. Between April 2018 and November 27, 2018, Uptempo, made or directed transfers of its stock, options and other securities with the specific intent to hinder, delay or defraud Plaintiff and to avoid or frustrate enforcement of the Unconditional Guaranty by unlawfully diluting Plaintiff's percentage ownership of Uptempo. Upon information and belief, Uptempo transferred stock, options and other securities to third-parties, without receiving money, property or past service of fair equivalence or any reasonably equivalent value in exchange for the transfer. At -the time of the securities transactions, Uptempo (a) was engaged or was about to engage in a business or a transaction for which the remaining assets of Uptempo were unreasonably small in relation to the business or transaction; and (b) Uptempo intended to incur, or believed or reasonably

<u>The "Cap Table" represented as follows</u>:

UPTEMPO INC.
Share capital
As at April 30, 2018 and November 5, 2018

	April 30		Current		
Founder shares	# of shares	Ownership %	# of shares	Ownership %	Sch.
Mike Hilmer, friends & family	7,850,000	18.65%	7,850,000	15.6%	
Jason Ewart	2,893,100	6.87%	2,893,100	5.7%	
Gordon Ewart	4,793,750	11.39%	4,793,750	9.5%	
Chris Carmichael	1,862,000	4.42%	1,862,000	3.7%	
	17,398,850	41.33%	17,398,850	34.6%	
Financing Warrants ($0.005)	# of warrants		# of warrants		
Lenders	1,200,650	2.85%	1,200,650	2.4%	
	1,200,650	2.85%	1,200,650	2.4%	
Acquisition of TCCI					
Shawn Cerden	2,135,000	5.07%	2,135,000	4.2%	
	2,135,000		2,135,000		
Acquisition of IPPI					
Mike Trimarco	17,333,333	41.18%	17,333,333	34.4%	
Dean Fournaris*	1,517,400	3.60%	1,517,400	3.0%	
Daniel Ducomb*	282,405	0.67%	282,405	0.6%	
Chris Cicolini	2,100,000	4.99%	2,100,000	[illegible]	
Marie Lainhart*	[illegible]	[illegible]	64,050	[illegible]	
Imram Habib*	[illegible]	[illegible]	64,050	[illegible]	
	[illegible]	[illegible]	[illegible]	[illegible]	
Convertible debt financing [illegible]		[illegible]	[illegible]		
Converted debt @ $0.42 [illegible]					
Financing @ $0.42 [illegible]					
Total					

58. Despite Plaintiffs' request, Defendants refused to supply any books and records related to the putative securities transactions, including the "anticipated" transactions.

59. Defendants also refuse to call a shareholder's meeting. In calling a shareholder's meeting, they would have had to identify the current shareholders of Uptempo.

60. The "Founder's shares", "Financing warrants", shares conveyed to Cicolini, shares issued with an asterisk, and the transactions represented in Schedules A, B and C, identified on Hilmer's "Cap Table", were not authorized by Uptempo's board of directors or shareholders, and, upon information and belief, the transactions never

67. As a direct result of Defendants' deceptive acts and practices, Plaintiff suffered damage and loss in the total sum to be determined at trial.

COUNT V
COMMON LAW CONSPIRACY

68. Plaintiffs restate paragraphs I through 67 of this Complaint, and incorporates them herein by reference.

69. Beginning in February 2020 and continuing through the present, Defendants combined, associated, agreed or acted in concert together and with others for the express purposes of intentionally and unlawfully interfering with Plaintiff's contracts, converting Plaintiff's security interests in UMC's Collateral, and injuring Plaintiff's business and property rights. In furtherance of the conspiracy and preconceived plan, Defendants engaged in a joint scheme and executed a collusive arrangement the unlawful purpose of which was to dilute Plaintiffs ownership of Uptempo, prevent performance of the Note, Unconditional Guaranty and GSA, interfere with Plaintiff's contracts and business expectancies, and convert Plaintiffs assets.

70. Defendants acted intentionally, purposefully, without lawful justification, and with the express knowledge that they were injuring and impairing Plaintiffs contracts rights and property. As evidenced by their concerted and coordinated actions, Defendants acted with the express and malicious intent to cause Plaintiff permanent injury.

71. Defendant's actions constitute a conspiracy at common law.

72. As a direct result of Defendants' willful misconduct, Plaintiff suffered actual damage and loss in the total sum to be determined at trial.

UMC could take with respect to the Collateral, including payment of the debt owing to Plaintiff.

82. Defendants, upon information and belief, dispute that Plaintiff is the beneficial owner of Uptempo; that Plaintiff owns 61.42% of Uptempo, and that Plaintiff has the authority as attorney-in-fact for UMC to pay the debt owed to Plaintiff.

83. There is an actual case and controversy between the parties relating to Plaintiff's beneficial ownership of Uptempo and Plaintiff's authority to control UMC's accounts and funds.

84. Pursuant to CPLR § 7801 and New York common law, Plaintiff seeks the following Declaratory Judgment:

a. A declaration as to the identities of the current lawful shareholders of Uptempo and the percentage ownership of each shareholder; and

b. A declaration that Plaintiff is the beneficial owner of UMC and Uptempo.

85. Plaintiff alleges the foregoing based upon personal knowledge, public statements of others, and records in its possession. Plaintiff believes that substantial additional evidentiary support, which is in the exclusive possession of the Defendants, their agents, surrogates, alter egos, and other third-parties, will exist for the allegations and claims set forth above after a reasonable opportunity for• discovery.

86. Plaintiff reserves the right to amend this Complaint upon discovery of additional instances of Defendants' wrongdoing.

WHEREFORE, the Plaintiffs demands judgment against all Defendants, jointly and severally, in all the Causes of Action in an amount which exceeds the jurisdictional limits of all lower Courts, statutory damages as allowed by law and compensatory and punitive

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

---X

MELROSE VENTURES LLC and INTELLIGENT PAYMENT PROCESSING INC.,

Index No.: 616187/2024

Plaintiff(s),

-against-

PART 130-1.1-a CERTIFICATION

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,

Defendant(s),

-and-

UPTEMPO INC.,

Nominal Defendant.

---X

STATE OF NEW YORK)
) S.S.:
COUNTY OF SUFFOLK)

I, the undersigned, am an attorney admitted to practice in the Courts of the State of New York, and say that I am the attorney Vincent J. Trimarco Sr., representing the Plaintiffs herein and I have read the annexed Verified Complaint and know the contents thereof and the same are true to my knowledge, except as to the matters therein which are stated to be alleged on information and belief, and as to the matters I believe them to be true, the contents contentions contained herein of this pleading are not frivolous as defined by 22 NYCRR § 130-1.1(c).

My belief, as to those matters therein not stated upon knowledge, is based upon the following: Files and records in your affirmant's possession, as well as discussions with my client.

I affirm that the foregoing statements are true under the penalties of perjury.

Dated: Smithtown, New York
September 16, 2024

s/s Vincent J. Trimarco, Sr.
VINCENT J. TRIMARCO, SR., ESQ.

INDEX NO.: 616187/2024
SUPREME COURT OF THE STATE OF NEW YORK SUFFOLK COUNTY

MELROSE VENTURES LLC and INTELLIGENT PAYMENT PROCESSING INC.,

Plaintiff(s),

- against-

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,

Defendant(s),

-and-

UPTEMPO INC.,

Nominal Defendant.

VERIFIED COMPLAINT

VINCENT J. TRIMARCO SR.
Attorneys for the Plaintiffs
MELROSE VENTURES LLC
and
INTELLIGENT PAYMENT PROCESSING INC.
1040 W. Jericho Turnpike
Smithtown, NY 11787
Tel: (631) 543-3456 / Fax: (631) 543-3462/ grace@trimarcolaw.com

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Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certified that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.

Dated: September 16, 2024

Signature:
s/ Vincent J. Trimarco, Sr.
....
Vincent J. Trimarco Sr., Esq.

TO: HODGSON RUSS LLP
Attn. Carmine J. Castellano Esq.
605 Third Avenue, Suite 2300
New York, NY 10158

A

EXHIBIT A

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

---X

MELROSE VENTURES LLC and INTELLIGENT PAYMENT PROCESSING INC.,

Plaintiff(s),

against-

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,

Defendant(s),

-and-

UPTEMPO INC.,

Nominal Defendant.

---X

Index No.: ____________

Date Filed: July 3, 2024

SUMMONS WITH NOTICE

Venue is proper in this court Pursuant to C.P.L.R. §301 &302

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York).

YOU ARE HEREBY NOTIFIED THAT should you fail to answer or appear, a judgment will be entered against you by a default for the relief demanded below.

Dated: Smithtown, New York
July 3, 2024

VINCENT J. TRIMARCO, SR.
Attorneys for Plaintiffs

By: *s/ Vincent J. Trimarco, Sr.*
VINCENT J. TRIMARCO, SR., ESQ.
Law Offices of Vincent J. Trimarco, Sr., P.C
1040 W. Jericho Turnpike
Smithtown, New York 11787
(631) 543-3456/ (grace@triamrcolaw.com)

TO:

UPTEMPO INC., 4100 - 66 Wellington Street West, Toronto ON M5K 1B7 Canada
MICHAEL A. HILMER, 15 Corley Ave, Toronto, ON M4E, 1T8 Canada
JASON EWART, 310 D'arcey St., Cobourg, Ontario, K9A, 4A3 Canada
163 Ontario Street, Cobourg ON K9A 3B5 Canada

NOTICE:

Plaintiff, Melrose Ventures, is a Florida corporation doing business New York.

Plaintiff, Intelligent Payment Processing Inc., is a New York corporation with a principal place of business in New York.

Defendant, Uptempo, is a Canadian corporation with a principal place of business in New York and doing business in New York.

Defendant, Hilmer is a citizen of Canada.

Defendant, Ewart is a citizen of Canada.

This is a civil action for damages. The amount in controversy exceeds the sum or value of $25,000, exclusive of interest, attorney's fees and costs.

Defendants are each subject to personal jurisdiction in New York pursuant to CPLR §§ 301 and 302 as well as the Due Process Clause of the United States Constitution. Defendants all transact business in New York and the fraud occurred in New York. As a result, Defendants consented to personal jurisdiction in New York.

At all times material to this action, Plaintiff had a valid interest and reasonable business expectancy in the ownership of its shares of Uptempo. Defendants knew about Plaintiff's stock ownership and business expectations. This is a case about conversion and fraud.

Defendants intentionally interfered with Plaintiff's property rights and business expectancies by devising, implementing, aiding, abetting and actively participating in the scheme to defraud Plaintiff and dilute its ownership of Uptempo.

Defendants employed methods of interference that were independently tortious, unethical, oppressive, over-reaching, fraudulent, dishonest, unfair, hostile, sharp, and criminal. The interference was completely unjustified.

As a direct result of Defendants tortious interference with Plaintiff's business expectations, the putative changes to the articles and by-laws are illegal and void. Plaintiff suffered actual damage and loss, including injury to and dilution and diminution of its ownership interest in Uptempo, in a total sum to be determined by the Jury.

Upon information and belief, this action arises from a Tortious Interference with a Business, Equitable Fraud, Fraudulent Concealment, fraud, Common Law Conspiracy, Unjust Enrichment, Deceptive Act and Practices GBL §349, Aiding and Abetting, Conversion, conversion of Plaintiff's security interests and fraudulent conveyances, fraudulent filings with filings Banks, fraudulent statements and documents submitted upon Banks, Shareholders, SBA, and New York authorities, Attorney's Fees and Punitive Damages. The actions and fraud took place in New York, as such, venue is proper this action and this Court has proper jurisdiction over this action.

VENUE: Plaintiff designates Suffolk County as the place of trial. The basis of this designation is because a substantial part of the events giving rise to the claims occurred in New York and the fraud occurred in New York, pursuant CPLR § 503(a) and 506.

INDEX NO.: ________________
SUPREME COURT OF THE STATE OF NEW YORK SUFFOLK COUNTY

MELROSE VENTURES LLC and INTELLIGENT PAYMENT PROCESSING INC.,

Plaintiff(s),

against-

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,

Defendant(s),

-and-

UPTEMPO INC.,

Nominal Defendant.

SUMMONS WITH NOTICE

VINCENT J. TRIMARCO, SR.
Attorney for the Plaintiffs
1040 W. Jericho Turnpike
Smithtown, NY 11787
Tel: (631) 543-3456 / Fax: (631) 543-3462

Pursuant to 22 NYCRR 130-1.1, the undersigned, an attorney admitted to practice in the courts of New York State, certified that, upon information and belief and reasonable inquiry, the contentions contained in the annexed document are not frivolous.
Dated: July 3, 2024

Signature:
s/ Vincent J. Trimarco. Sr.
....
Vincent J. Trimarco, Sr.

TO:

UPTEMPO INC., 4100 - 66 Wellington Street West, Toronto ON M5K 1B7 Canada
MICHAEL A. HILMER, 15 Corley Ave, Toronto, ON M4E, 1T8 Canada
JASON EWART, 310 D'arcey St., Cobourg, Ontario, K9A, 4A3 Canada
163 Ontario Street, Cobourg ON K9A 3B5 Canada

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

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MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,

Plaintiff(s),

- against-

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,

Defendant(s),

-and-

UPTEMPO INC.,

Nominal Defendant.

---X

Index No.: 616187/2024

SUMMONS WITH NOTICE

NOTICE OF ELECTRONIC FILING
(Mandatory Case) (Uniform Rule § 202.5-bb)

You have received this Notice because:

1) The Plaintiffs, whose names are listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and 2) You are a Defendant (a party) in this case.

! **If you are represented by an attorney:**
Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

! **If you are not represented by an attorney:**
You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

! Serving and filing your documents electronically

! Free access to view and print your e-filed documents

! Limiting your number of trips to the courthouse

! Paying any court fees on-line (credit card needed)

To register for e-filing or for more information about how e-filing works:

! Visit: www.nycourts.gov/efile-unrepresented or
! Contact the Clerk's Office or Help Center at the court where the case was filed. Court contact information can be found at www.nycourts.gov

To find legal information to help you represent yourself visit www.nycourthelp.gov

Information for Attorneys
(E-filing is Mandatory for Attorneys)

An attorney representing a party who is served with this notice must either:

1) Immediately record his or her representation within the e-filed matter on the NYSCEF site www.nycourts.gov/efile ; or

2) File the Notice of Opt-Out form with the clerk of the court where this action is pending and serve on all parties. Exemptions from mandatory e-filing are limited to attorneys who certify in good faith that they lack the computer hardware and/or scanner and/or internet connection or that they lack (along with all employees subject to their direction) the knowledge to operate such equipment. [Section 202.5-bb(e)]

For additional information about electronic filing and to create a NYSCEF account, visit the NYSCEF website at www.nycourts.gov/efile or contact the NYSCEF Resource Center (phone: 646-386-3033; e-mail: efile@nycourts.gov).

Dated: July 3, 2024

Name: VINCENT J. TRIMARCO, SR. ESQ.
Address: 1040 W. JERICHO TPKE, SMITHTOWN NEW YORK 11787
Firm Name: THE LAW OFFICES OF VINCENT J. TRIMARCO SR., P.C.
Phone: (631) 543-3456 E-Mail: GRACE@TRIMARCOLAW.COM

To: **UPTEMPO INC.,** 4100 - 66 Wellington Street West, Toronto ON M5K 1B7 Canada
MICHAEL A. HILMER, 15 Corley Ave, Toronto, ON M4E, 1T8 Canada
JASON EWART, 310 D'arcey St., Cobourg, Ontario, K9A, 4A3 Canada
163 Ontario Street, Cobourg ON K9A 3B5 Canada

OPTIMUM PROCESS SERVICE, INC.
Dba Academy Process Service
P.O. Box 233
Lake Grove, NY 11755
Phone: (631) 585-1994
Fax: (631) 585-8388
Cell: (631) 413-5129

INVOICE

Invoice #OPT-2024000954
8/25/2024

VINCENT J. TRIMARCO P.C.
1040 West Jericho Turnpike
Smithtown, NY 11787

Reference Number: MELROSE vs UPTEMPO

Case Number: SUFFOLK 616187-2024

Plaintiff:
MELROSE VENTURES AND INTELLIGENT PAYMENT PROCESSING, INC.

Defendant:
UPTEMPO, INC., MICHAEL A. HILMER, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC., AND JASON EWART, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC. AND UPTEMPO, INC.

Served: 7/26/2024 3:40 pm
To be served on: UPTEMPO, INC.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
OUT OF AREA - ONTARIO, CANANDA	1.00	215.00	215.00
TOTAL CHARGED:			$215.00
BALANCE DUE:			**$215.00**

Please enclose a copy of this invoice with your payment.

AFFIDAVIT OF SERVICE

State of New York **County of SUFFOLK** **Supreme Court**

Index Number: 618187-2024
Dated Filed: 7/3/2024

Plaintiffs: **MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,**

vs.

Defendants: **UTEMPO INC., MICHAEL A. HILMER, Individually and Derivatively on behalf of UTEMPO INC., and JASON EWART, Individually and Derivatively on behalf of UTEMPO INC.**

and

Nominal Defendant: **UTEMPO INC.**

Received by WeServe&File. to be served on **UPTEMPO INC, 66 Wellington Street West #4100, Toronto, ON M5J 2W4, Canada.**

I, **SURESH SINGH CHARAN SINGH**, being duly sworn, depose and say that on the **26th day of July, 2024 at 15:40 pm, I:**

SERVED UPTEMPO INC, a true copy of the **SUMMONS WITH NOTICE** by leaving a copy with **Steve Knox**, a **Mailroom Clerk** at the address of: **66 Wellington Street West #4100, Toronto, ON M5J 2W4**, the same being the defendant/respondent's place of **Business** within the Province of Ontario. When delivering these documents to this address I was advised that this was a Law Firm. When **Steve Knox** accepted the documents he could neither confirm or deny that **UTEMPO INC.** was a client of the firm.

Deponent completed the service by mailing a true copy of the **SUMMONS WITH NOTICE** in a postpaid envelope to the address of: **66 Wellington Street West #4100, Toronto, ON M5J 2W4** bearing the words **"Personal & Confidential"** by Letter Mail on **August 21, 2024** I did so by Canada Post.

Said documents were conformed with index number and date of filing endorsed thereon.

I Certify that I am over the age of 18 and have no interest in the above action and have authority to serve process pursuant to CPLR 2103.

Sworn (or affirmed or declared) remotely by **SURESH SINGH CHARAN SINGH** of the City of Toronto in the Province of Ontario before me at the Town of Whitby in the Province of Ontario on the 21st of August 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely on the 21st day of August, 2024.

LSO# 20034P

Notary Public in the Province of Ontario.
Sandra Elizabeth Askin LSO# 20034P

SURESH SINGH CHARAN SINGH
Signature of Deponent

OPTIMUM PROCESS SERVICE, INC.
Dba Academy Process Service
P.O. Box 233
Lake Grove, NY 11755
Phone: (631) 585-1994
Fax: (631) 585-8388
Cell: (631) 413-5129

INVOICE

Invoice #OPT-2024000955
8/25/2024

VINCENT J. TRIMARCO P.C.
1040 West Jericho Turnpike
Smithtown, NY 11787

Reference Number: MELROSE vs UPTEMPO

Case Number: SUFFOLK 616187-2024

Plaintiff:
MELROSE VENTURES AND INTELLIGENT PAYMENT PROCESSING, INC.

Defendant:
UPTEMPO, INC., MICHAEL A. HILMER, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC., AND JASON EWART, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC. AND UPTEMPO, INC.

Served: 8/11/2024 5:59 pm
To be served on: MICHAEL A. HILMER

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
OUT OF AREA - ONTARIO, CANADA	1.00	215.00	215.00
TOTAL CHARGED:			$215.00
BALANCE DUE:			**$215.00**

Please enclose a copy of this invoice with your payment.

AFFIDAVIT OF SERVICE

State of New York **County of SUFFOLK** **Supreme Court**

Index Number: 618187-2024
Dated Filed: 7/3/2024

Plaintiffs: **MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,**

vs.

Defendants: **UTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UTEMPO INC.**

and

Nominal Defendant: **UTEMPO INC.**

Received by WeServe&File Inc. to be served on **MICHAEL A HILMER, 15 Corley Ave, Toronto, ON M4E 1T8**

I, **SURESH SINGH CHARAN SINGH**, being duly sworn, depose and say that on the **11th day of August, 2024** at **17:59 pm, I:**

As Instructed I **AFFIXED** a true copy of the **SUMMONS WITH NOTICE** to the door at the address of **15 Corley Ave, Toronto, ON M4E 1T8**, the same being the defendant/respondent's place of **Abode** within the Province of Ontario. Deponent completed service by mailing a true copy of the **SUMMONS WITH NOTICE** in a postpaid envelope to the address of: **15 Corley Ave, Toronto, ON M4E 1T8**, bearing the words **"Personal & Confidential"** by Letter Mail on August 21, 2024.

Said documents were conformed with index number and date of filing endorsed thereon.

Additional Information pertaining to this Service:
I MADE THE FOLLOWING ATTEMPTS FOR PERSONAL SERVICE ON 7/25/2024 @18:42 PM, 8/6/2024 @19:32 PM, 8/9/2024 @19:44 PM, 8/11/2024 @17:59 PM.

I Certify that I am over the age of 18 and have no interest in the above action and have authority to serve process pursuant to CPLR 2103.

Sworn (or affirmed or declared) remotely by **SURESH SINGH CHARAN SINGH** of the City of Toronto in the Province of Ontario before me at the Town of Whitby in the Province of Ontario on the 21st of August 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely on the 21st day of August, 2024.

LSO #20034P

Notary Public in the Province of Ontario.
Sandra Elizabeth Askin LSO# 20034P

SURESH SINGH CHARAN SINGH
Signature of Deponent

OPTIMUM PROCESS SERVICE, INC.
Dba Academy Process Service
P.O. Box 233
Lake Grove, NY 11755
Phone: (631) 585-1994
Fax: (631) 585-8388
Cell: (631) 413-5129

INVOICE

Invoice #OPT-2024000936
8/25/2024

VINCENT J. TRIMARCO P.C.
1040 West Jericho Turnpike
Smithtown, NY 11787

Reference Number: MELROSE vs UPTEMPO

Case Number: SUFFOLK 616187-2024

Plaintiff:
MELROSE VENTURES AND INTELLIGENT PAYMENT PROCESSING, INC.

Defendant:
UPTEMPO, INC., MICHAEL A. HILMER, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC., AND JASON EWART, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC. AND UPTEMPO, INC.

Served: 8/7/2024 5:09 pm
To be served on: JASON EWART

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
OUT OF AREA - ONTARIO, CANADA	1.00	215.00	215.00
TOTAL CHARGED:			$215.00
BALANCE DUE:			**$215.00**

Please enclose a copy of this invoice with your payment.

2

OPTIMUM PROCESS SERVICE, INC.
Dba Academy Process Service
P.O. Box 233
Lake Grove, NY 11755
Phone: (631) 585-1994
Fax: (631) 585-8388
Cell: (631) 413-5129

INVOICE

Invoice #OPT-2024000957
8/25/2024

VINCENT J. TRIMARCO P.C.
1040 West Jericho Turnpike
Smithtown, NY 11787

Reference Number: MELROSE vs UPTEMPO

Case Number: SUFFOLK 616187-2024

Plaintiff:
MELROSE VENTURES AND INTELLIGENT PAYMENT PROCESSING, INC.

Defendant:
UPTEMPO, INC., MICHAEL A. HILMER, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC., AND JASON EWART, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC. AND UPTEMPO, INC.

Served: 8/7/2024 5:00 pm
To be served on: JASON EWART

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
OUT OF AREA - ONTARIO, CANADA	1.00	215.00	215.00
TOTAL CHARGED:			$215.00

BALANCE DUE: **$215.00**

Please enclose a copy of this invoice with your payment.

AFFIDAVIT OF SERVICE

State of New York **County of SUFFOLK** **Supreme Court**

Index Number: 618187-2024
Dated Filed: 7/3/2024

Plaintiffs: **MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,**

vs.

Defendants: **UTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UTEMPO INC.**

and

Nominal Defendant: **UTEMPO INC.**

Received by WeServe&File Inc. to be served on **JASON EWART, 163 Ontario Street, Cobourg, ON K9A 3B5,** and or at **310 D'Arcy Street, Cobourg, ON K9A 4A3**

I, **ALY TABREZ ZAIDI**, being duly sworn, depose and say that

On the **7th day of August, 2024 I:**

at **19:00 pm** as Instructed I **AFFIXED** a true copy of the **SUMMONS WITH NOTICE** to the door at the address of **163 Ontario Street, Cobourg, ON K9A 3B5**, Canada, the same being the defendant/respondent's place of **Adobe** within the Province of Ontario.

at **19:09 pm AFFIXED** a true copy of the **SUMMONS WITH NOTICE** to the door at the address of **310 D'Arcy Street, Cobourg, ON K9A 4A3, Canada** the same being the defendant/respondent's secondary address within the Province of Ontario.

Deponent completed the service by mailing a true copy of the **SUMMONS WITH NOTICE** in a postpaid envelope to the address of: **163 Ontario Street, Cobourg, ON K9A 3B5** bearing the words **"Personal & Confidential"** by Letter Mail on August 21, 2024 I did so by Canada Post.

Deponent completed the service by mailing a true copy of the **SUMMONS WITH NOTICE** in a postpaid envelope to the address of: **310 D'Arcy Street, Cobourg, ON K9A 4A3,** bearing the words **"Personal & Confidential"** by Letter Mail on August 21, 2024 I did so at Canada Post.

Said documents were conformed with index number and date of filing endorsed thereon.

I Certify that I am over the age of 18 and have no interest in the above action and have authority to serve processes pursuant to CPLR 2103.

Sworn (or affirmed or declared) remotely by **ALY TABREZ ZAIDI** of the Town of Whitby in the Province of Ontario before me at the Town of Whitby in the Province of Ontario on the 21st of August 2024 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely on the 21st day of August, 2024.

LSO# 20034P

Notary Public in the Province of Ontario.
Sandra Elizabeth Askin LSO# 20034P

ALY TABREZ ZAIDI
Signature of Deponent

OPTIMUM PROCESS SERVICE, INC.
Dba Academy Process Service
P.O. Box 233
Lake Grove, NY 11755
Phone: (631) 585-1994
Fax: (631) 585-8388
Cell: (631) 413-5129

INVOICE

Invoice #OPT-2024001081
8/25/2024

VINCENT J. TRIMARCO P.C.
1040 West Jericho Turnpike
Smithtown, NY 11787

Reference Number: MELROSE vs UPTEMPO

Case Number: SUFFOLK 616187-2024

Plaintiff:
MELROSE VENTURES AND INTELLIGENT PAYMENT PROCESSING, INC.

Defendant:
UPTEMPO, INC., MICHAEL A. HILMER, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC., AND JASON EWART, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC. AND UPTEMPO, INC.

Served: 8/4/2024 2:50 pm
To be served on: MICHAEL A. HILMER C/O UPTEMPO, INC.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
OUT OF AREA SERVICE - FLORIDA	1.00	125.00	125.00
TOTAL CHARGED:			$125.00
BALANCE DUE:			**$125.00**

Please enclose a copy of this invoice with your payment.

VERIFIED RETURN OF SERVICE

State of New York | **County of Suffolk** | **SUPREME Court**

Index Number: 616187/2024
Date Filed: 7-3-24

Plaintiff,:
MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,

vs.

Defendant,:
UPTEMPO INC., MICHAEL A. HILMER, Individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, Individually and Derivatively on behalf of UPTEMPO INC.,

For:
VINCENT J. TRIMARCO, SR. ESQ.
LAW OFFICES OF VINCENT J. TRIMARCO, SR., ESQ.
1040 W. JERICHO TURNPIKE
SMITHTOWN,, NY 11787

Received by OPTIMUM PROCESS SERVICE, INC. dba ACADEMY PROCESS SERVICE on the 4th day of August, 2024 at 10:00 am to be served on **UPTEMPO, INC., MICHAEL A. HILMER, Individually et al C/O CORPORATE CREATIONS NETWORK, INC. as registered agent, 801 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.**

I, MARSHALL A. BISHOP, being duly sworn, depose and say that on the **4th day of August, 2024 at 2:50 pm, I:**

served a **CORPORATION** by serving a true copy of the **NOTICE OF ELECTRONIC FILING SUMMONS WITH NOTICE / SUMMONS WITH NOTICE / NOTICE** with the date and hour of service endorsed thereon by me, to: **CORPORATE CREATIONS NETWORK, INC. as Registered Agent** at the address of: **801 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408** on behalf of **UPTEMPO, INC., MICHAEL A. HILMER, Individually et al**, and informed said person of the contents therein, in compliance with state statutes.

Said documents were conformed with index number and date of filing endorsed thereon.

Additional Information pertaining to this Service:
SERVICE ACCEPTED BY CARLOTTA CARTWRIGHT, SOP SPECIALIST.

I certify that I am over the age of 18, have no interest in the above action, and have proper authority in the jurisdiction in which this service was effected. Under the penalty of perjury, I declare I have read the foregoing documents and the facts stated in it are true to the best of my knowledge. I am a Certified Process Server / Special Appointed Process Server, in good standing, in the judicial circuit in which the process was served and no Notary is required under F.S.S. 92.525 (2).

Subscribed and Sworn to before me on the 20th day of August, 24 by the affiant who is personally known to me.

NOTARY PUBLIC

Notary Public State of Florida
Nicole M. Milstead
My Commission
HH 263838
Exp. 6/10/2026

MARSHALL A. BISHOP
Certified Process Server #785

OPTIMUM PROCESS SERVICE, INC. dba
ACADEMY PROCESS SERVICE
P.O. BOX 233
LAKE GROVE, NY 11755

Our Job Serial Number: TEN-2024001206

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

---X

MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,
Plaintiff(s),
- against-

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,
Defendant(s),
-and-
UPTEMPO INC.,
Nominal Defendant.

---X

Index No.: 616187/2024

SUMMONS WITH NOTICE

SOP Spec
Served R/A - Carlotta Cartwright
Date 8/4/24 Time 1450 L
P.S. MB # 0785

NOTICE OF ELECTRONIC FILING
(Mandatory Case) (Uniform
Rule § 202.5-bb)

You have received this Notice because:

1) The Plaintiffs, whose names are listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and 2) You are a Defendant (a party) in this case.

! **If you are represented by an attorney:**
Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

! **If you are not represented by an attorney:**
You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The **benefits of participating in e-filing** include:

! Serving and filing your documents electronically

! Free access to view and print your e-filed documents

OPTIMUM PROCESS SERVICE, INC.
Dba Academy Process Service
P.O. Box 233
Lake Grove, NY 11755
Phone: (631) 585-1994
Fax: (631) 585-8388
Cell: (631) 413-5129

INVOICE

Invoice #OPT-2024001082
8/25/2024

VINCENT J. TRIMARCO P.C.
1040 West Jericho Turnpike
Smithtown, NY 11787

Reference Number: MELROSE vs UPTEMPO

Case Number: SUFFOLK 616187-2024

Plaintiff:
MELROSE VENTURES AND INTELLIGENT PAYMENT PROCESSING, INC.

Defendant:
UPTEMPO, INC., MICHAEL A. HILMER, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC., AND JASON EWART, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF UPTEMPO, INC. AND UPTEMPO, INC.

Served: 8/4/2024 2:50 pm
To be served on: JASON EWART C/O UPTEMPO, INC.

ITEMIZED LISTING

Line Item	Quantity	Price	Amount
ADDITIONAL DEFENDANT - FLORIDA	1.00	60.00	60.00
TOTAL CHARGED:			$60.00
BALANCE DUE:			**$60.00**

Please enclose a copy of this invoice with your payment.

VERIFIED RETURN OF SERVICE

State of New York **County of Suffolk** **SUPREME Court**

Index Number: 616187/2024
Date Filed: 7-3-24

Plaintiff,:
MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,

vs.

Defendant.:
UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,

For:
VINCENT J. TRIMARCO, SR. ESQ.
LAW OFFICES OF VINCENT J. TRIMARCO, SR., ESQ.
1040 W. JERICHO TURNPIKE
SMITHTOWN,, NY 11787

Received by OPTIMUM PROCESS SERVICE, INC. dba ACADEMY PROCESS SERVICE on the 4th day of August, 2024 at 10:00 am to be served on **UPTEMPO, INC., JASON EWART, individually et al C/O CORPORATE CREATIONS NETWORK, INC. as registered agent, 801 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.**

I, MARSHALL A. BISHOP, being duly sworn, depose and say that on the **4th day of August, 2024** at **2:50 pm, I:**

served a **CORPORATION** by serving a true copy of the **NOTICE OF ELECTRONIC FILING SUMMONS WITH NOTICE / SUMMONS WITH NOTICE / NOTICE** with the date and hour of service endorsed thereon by me, to: **CORPORATE CREATIONS NETWORK, INC. as Registered Agent** at the address of: **801 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408** on behalf of **UPTEMPO, INC., JASON EWART, individually et al**, and informed said person of the contents therein, in compliance with state statutes.

Said documents were conformed with index number and date of filing endorsed thereon.

Additional Information pertaining to this Service:
SERVICE ACCEPTED BY CARLOTTA CARTWRIGHT, SOP SPECIALIST.

I certify that I am over the age of 18, have no interest in the above action, and have proper authority in the jurisdiction in which this service was effected. Under the penalty of perjury, I declare I have read the foregoing documents and the facts stated in it are true to the best of my knowledge. I am a Certified Process Server / Special Appointed Process Server, in good standing, in the judicial circuit in which the process was served and no Notary is required under F.S.S. 92.525 (2).

Subscribed and Sworn to before me on the 20th day of August, 2024 by the affiant who is personally known to me.

Nicole M Milstead
NOTARY PUBLIC

Marshall A. Bishop
MARSHALL A. BISHOP
Certified Process Server #785

OPTIMUM PROCESS SERVICE, INC. dba
ACADEMY PROCESS SERVICE
P.O. BOX 233
LAKE GROVE, NY 11755

Our Job Serial Number: TEN-2024001207

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK
--X

MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,
Plaintiff(s),
- against-

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,
Defendant(s),
-and-
UPTEMPO INC.,
Nominal Defendant.
--X

Index No.: 616187/2024

SUMMONS WITH NOTICE

SOP Spec.
Served R/A- Carlotta Cartwright
Date 8/4/24 Time 1450
P.S. [illegible] # 0785

NOTICE OF ELECTRONIC FILING
(Mandatory Case) (Uniform Rule § 202.5-bb)

You have received this Notice because:

1) The Plaintiffs, whose names are listed above, has filed this case using the New York State Courts E-filing system ("NYSCEF"), and 2) You are a Defendant (a party) in this case.

! **If you are represented by an attorney:**
Give this Notice to your attorney. (Attorneys: see "Information for Attorneys" pg. 2).

! **If you are not represented by an attorney:**
You will be served with all documents in paper and you must serve and file your documents in paper, unless you choose to participate in e-filing.

If you choose to participate in e-filing, you must have access to a computer and a scanner or other device to convert documents into electronic format, a connection to the internet, and an e-mail address to receive service of documents.

The benefits of participating in e-filing include:

! Serving and filing your documents electronically

! Free access to view and print your e-filed documents

B

EXHIBIT B

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

MELROSE VENTURES and INTELLIGENT PAYMENT PROCESSING INC.,

Plaintiffs,

-against-

UPTEMPO INC., MICHAEL A. HILMER, individually and Derivatively on behalf of UPTEMPO INC., and JASON EWART, individually and Derivatively on behalf of UPTEMPO INC.,

Defendants.

Index No. 616187/2024

NOTICE OF APPEARANCE
AND
DEMAND FOR COMPLAINT

PLEASE TAKE NOTICE that defendant Uptempo Inc. hereby appears in the above-entitled action and that the undersigned have been retained as attorneys for said defendant and demand that a copy of the Complaint and all papers in this action be served upon the undersigned via the NYSCEF docket for this action.

Dated: August 23, 2024

HODGSON RUSS LLP

By: /s/ Carmine J. Castellano
Carmine J. Castellano

605 Third Avenue, Suite 2300
New York, NY 10158
(212) 751-4300

Attorneys for Defendant Uptempo Inc.

TO:

Vincent J. Trimarco, Sr., Esq.
Law Offices of Vincent J. Trimarco, Sr., P.C.
1040 W. Jericho Turnpike
Smithtown, NY 11787

Attorneys for Plaintiffs

C

Exhibit C

PROMISSORY NOTE

Amount: U.S.$2,000,000.00

Date: April 30 , 2018

This Promissory Note (this "Note") is issued pursuant to that certain Asset Purchase Agreement (to which reference is hereby made for a complete description of the terms and conditions of the indebtedness evidenced by this Note), dated as of April 12, 2018 (the "Asset Purchase Agreement"), by and among, *inter alia*, **TEMPO MARKETING CORP.**, a Delaware corporation ("Maker") and **INTELLIGENT PAYMENT PROCESSING INC.**, a New York corporation ("Holder"). All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement.

For value received, the receipt of which is hereby acknowledged, Maker promises to pay to Holder at such place as Holder may from time to time designate in writing, the principal sum of Two Million U.S. Dollars ($2,000,000.00) as adjusted from time to time pursuant to the provisions of the Asset Purchase Agreement (the "Principal Amount"), payable in connection with the consummation of the transactions contemplated by the Asset Purchase Agreement, subject in all respects to adjustment as described herein and therein.

1. **Indemnification Offset.** Without prejudice to any other remedies, Maker shall be entitled at any time and from time to time to set off and apply any amounts owing to Holder under this Note against (i) any and all of Holder's payment obligations in respect of any of Holder's indemnification obligations under Article X of the Asset Purchase Agreement (ii) any consideration adjustment under Section 3.3 of the Asset Purchase Agreement. No portion of any payment obligation of Maker under this Note, in the aggregate, equal to or less than the aggregate amount of any claim for indemnification by Maker under the Asset Purchase Agreement shall be due and payable until the amount of such claim for indemnification has been finally determined or withdrawn.

2. **Payments Terms.**

   A. **Payment of Principal.** The Principal Amount will be paid by Maker in such amounts and on such dates as follows: (i) $200,000 on the date that is 90 days following the date hereof; and (ii) $100,000 on the date that is 90 days following the date of the first payment hereunder, and on each date that is 90 days following the previous payment date until the Principal Amount and all accrued interest under this Note are paid in full. The payments of the Principal Amount hereunder may be adjusted from time to time pursuant to the Asset Purchase Agreement.

   B. **Interest.** The Principal Amount, as may be adjusted from time to time, will bear interest at a rate of 6% per year. All accrued and unpaid interest will be paid by Maker on a monthly basis, beginning with the first payment of interest on the 5th day of May 2018, and on the 5th day of each month thereafter until the Principal Amount is paid in full.

C. **Prepayment.** Maker may prepay this Note in whole or in part at any time. Any partial prepayment of this Note shall be applied to the principal sum owing under this Note and not to any accrued and unpaid interest.

3. **Security.** All of the obligations of Maker under this note shall be secured by a by a security agreement over all of the assets and property of Maker, executed by maker in favor of Holder on the date hereof.

4. **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default":

i. the failure of Maker to make any payment when due hereunder within five (5) days following the date that such payment is due;

ii. the inability of Maker to pay its debts as they mature;

iii. the filing of any petition for relief by or against Maker under any provision of Title 11 of the United States Code, as amended, or under any other federal or state statute relating to bankruptcy, insolvency or composition or adjustment of assets which in the case of any petition filed against Maker is not dismissed within 60 days;

iv. an application for the appointment of a receiver or custodian for, the making of a general assignment for the benefit of creditors by, or the insolvency of Maker; or

v. the cessation of business or dissolution of Maker

Upon an Event of Default, Holder shall have the right to declare the entire Principal Amount outstanding on this Note to be due and payable within thirty (30) days of notice being delivered to Maker.

5. **Remedies Not Exclusive.** The remedies of Holder as provided herein and in any other documents governing or securing repayment hereof, and any other remedies available under applicable law, shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Holder, and may be exercised as often as occasion therefor shall arise.

6. **Costs of Collection.** If any payment required to be made under this Note is not paid when due, and an Event of Default occurs as a result, Maker hereby agrees to pay all reasonable costs of collection, including reasonable attorneys' fees, incurred by Holder, whether or not suit is filed thereon.

7. **Applicable Law, Jurisdiction, Venue and Jury Waiver.** This Note is governed by, and will be interpreted and enforced in accordance with, the laws of the New York (without regard to conflicts of laws principles). Each party to this Note, for himself, herself, itself and his, her, or its affiliates, hereby irrevocably and

unconditionally: (i) agrees that any suit, action or proceeding arising out of or relating to this Note shall be instituted and defended only in a state or federal court in the State of New York; and (ii) consents and submits to the jurisdiction of such courts and waives any objection of *forum non conviens*. **THE PARTIES EXPRESSLY WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL.**

8. **Waiver of Presentment, Notice of Dishonor, Demand and Protest.** Subject to the offset provisions set forth in Section 1 of this Note, the Maker of this Note (a) consents and agrees to be bound by and comply with all promises, covenants, agreements, and provisions of this Note, and promises absolutely and unconditionally to pay the Principal Amount as adjusted from time to time in accordance with the provisions of the Asset Purchase Agreement, when due, whether at maturity, by acceleration, or otherwise; (b) agrees to pay reasonable costs and reasonable attorneys' fees, if applicable, as set forth above; (c) waives protest, notice of dishonor, and notice of nonpayment or the performance of the obligations under this Note; and (d) waives the right to require the Holder to proceed against any other person or pursue any other remedy before proceeding against Maker.

9. **No Waiver by Holder.** Holder shall not be deemed, by any act or omission or commission, to have waived any of its rights or remedies, under this Note, unless the waiver is in writing and signed by the Holder, and then only to the extent specifically set forth in writing. A waiver in one event shall not be construed as continuing or as a bar to or waiver of any right or remedy in a subsequent event.

10. **Transfer.** Neither this Note nor any of the rights, interests or obligations hereunder may be assigned, by operation of law or otherwise, in whole or in part, by Maker or the Holder without the prior written consent of the other party; provided, that Maker may assign its rights, interests and obligations hereunder to any affiliate, but notwithstanding any such assignment, Maker will remain liable under this Note.

11. **Notices.** Any notice, request or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered pursuant to the provisions of Section 13.11 of the Asset Purchase Agreement. Any party hereto may by notice so given change its address for future notice hereunder.

12. **Limits on Adjustment.** Notwithstanding anything to the contrary herein, in no event will the Principal Amount hereof be reduced below zero.

13. **Guarantee.** All of Maker's payment obligations under this Note shall be unconditionally guaranteed by its parent company, Uptempo Inc. (formerly 10588164 Canada Corp.), a corporation incorporated pursuant to the federal laws of Canada.

14. **Binding; Partial Invalidity**. This Note shall be binding upon Maker and its successors and assigns and shall inure to the benefit of the Holder and its successors and assigns. If any provision or any word, term, clause or part of any provision of this Note shall be invalid for any reason, the same shall be ineffective, but the remainder of this Note and of the provision shall not be affected and shall remain in full force and effect.

[Signatures follow on next page]

IN WITNESS WHEREOF, the undersigned has executed this Note as of the day and year first set forth above.

TEMPO MARKETING CORP.

By: ____________________
Name: Michael Helmer
Title: Director

ACKNOWLEDGED AND ACCEPTED BY:

UPTEMPO INC.

By: ____________________
Name: Michael Helmer
Title: Director

D

Exhibit D

GENERAL SECURITY AGREEMENT

THIS AGREEMENT is made as of the 30th day of April, 2018, between **TEMPO MARKETING CORP.**, a Delaware corporation having an address at 200 Vesey Street, 24th Floor New York NY 10281 ("Debtor") and **INTELLIGENT PAYMENT PROCESSING INC.**, a New York corporation having an address at 200 Vesey Street, 24th Floor New York NY 10281 ("Secured Party").

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Debtor agrees with Secured Party as follows:

1. **Certain Definitions.** In this Agreement

(a) "*Collateral*" means, collectively, the following assets, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing: (i) all of Debtor's Inventory, Accounts, Equipment, Fixtures, Investment Property, Deposit Accounts, General Intangibles, Documents, Instruments, Chattel Paper, Commercial Tort Claims, Letter-of-Credit Rights, Supporting Obligations, money and other personal property and (ii) all Products and Proceeds of the foregoing.

(b) "*Loan Agreement*" means the Promissory Note, from Debtor to Secured Party, dated the date of this Agreement, as amended or amended and restated from time to time;

(c) "*Event of Default*" means the occurrence or existence of any of the following: (i) an Event of Default (as defined in the Loan Agreement) (ii) subject to Section 1(c)(i), a failure of the Debtor to perform or comply with any of the Obligations or to pay such Obligations when due.

(d) "*Obligations*" means: (i) all of Debtor's present and future monetary and other obligations to Secured Party under this Agreement or the Loan Agreement and (ii) all of the foregoing obligations that arise after the filing of a petition by or against Debtor under any bankruptcy, insolvency or similar law, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code § 362 or otherwise.

(e) "*Person*" means (i) any individual, corporation, partnership, limited liability company, joint venture, trust, unincorporated association, government or political subdivision, (ii) any court, agency or other governmental body or (iii) any other entity, body, organization or group.

(f) "*Schedule*" means the Schedule attached to and made a part of this Agreement.

(g) "*UCC*" means the Uniform Commercial Code as in effect from time to time in the State of New York. Any capitalized or other term defined or used in the UCC and not defined in this Agreement has the meaning given to such term in the UCC.

2. **Grant of Security Interest.** Debtor hereby grants to Secured Party a continuing, absolute and unconditional security interest in the Collateral to secure the payment and performance of the Obligations.

3. **Certain Covenants and Rights Concerning the Collateral.**

(a) *Inspection and Verification.* Secured Party may inspect any of the Collateral in Debtor's possession at any time during normal business hours, or at any other time; provided that if no Event of Default shall have occurred and be continuing, (i) the Debtor shall be given at least 2 business days prior written notice of such request and (ii) no more than 2 such inspections shall be permitted in any calendar year. Upon the occurrence and during the continuance of an Event of Default, Secured Party may verify any of the Collateral not in Debtor's possession in any manner or through any medium, whether directly with any Person obligated with respect thereto or in the name of Debtor or otherwise.

(b) *Taxes; Defense of Collateral.* Debtor will (i) before the end of any applicable grace period, pay each tax, assessment, fee and charge imposed at any time by any government or political subdivision upon any of the Collateral or the acquisition, ownership, possession, use, operation or sale or other disposition thereof and (ii) defend the Collateral against each demand, claim, counterclaim, setoff and defense asserted at any time by any Person.

(c) *Obligations Relating to Collateral.*

(i) *Risk of Loss.* Debtor has the risk of loss of the Collateral.

(ii) *No Collection Obligation.* Secured Party has no duty to preserve any rights relating to the Collateral.

(iii) *No Assignment of Obligations.* This Agreement does not constitute any assignment by Debtor to Secured Party of any obligation of Debtor relating to any of the Collateral or otherwise and Debtor will at all times remain obligated to perform each such obligation.

(d) *Third Party Waivers.* If any of the Collateral is at any time located on premises in which Person other than Debtor has any interest (whether such Person is an owner, mortgagee or landlord), Debtor will, upon any request by Secured Party, obtain and deliver to Secured Party a waiver executed by such Person, in form and substance satisfactory to Secured Party.

(e) *Debtor's Other Covenants.* Debtor (i) will preserve its existence, (ii) will not, in one transaction or a series of related transactions, participate in any merger, consolidation or similar transaction, or sell or otherwise transfer any of its assets, if such merger, consolidation or similar transaction, or transfer, has the effect of materially and adversely affecting the Collateral or its value or its existence, or impairs or materially and adversely affects Debtor's ability to meet existing and future Obligations, (iii) will not change the state of its incorporation or organization, (iv) will not, without the prior written consent of the Secured Party not to be unreasonably withheld, change the location of any of the Collateral, (v) will not, change its legal name or business structure without notifying the Secured Party in writing, (vi) will conduct its business and use and maintain the Collateral in compliance with this Agreement and in material compliance with all applicable laws, (vii) will maintain all-risk property insurance covering its assets reasonably satisfactory to Secured Party, naming Secured Party as lender's loss payee or the equivalent and entitling Secured Party to at least 30 days' prior written notice of policy cancellation or non-renewal, and provide evidence of such insurance to Secured Party upon request and (viii) will immediately notify Secured Party in writing of (A) any loss, theft or destruction of or damage to, or any demand, claim, counterclaim, setoff or defense affecting, any of the Collateral,(B) any change regarding any information contained in Section 4 hereof or in the Schedule and (C) the occurrence or existence of any Event of Default.

4. **Debtor's Representations and Warranties.** Debtor represents and warrants that:

(a) *Authority.* The execution, delivery to Secured Party and performance of this Agreement by Debtor (i) do not and will not violate applicable law, any judgment or order of any court, agency or other governmental body by which Debtor is bound or, if Debtor is not an individual, any certificate or articles of incorporation or organization, by-laws, operating or partnership agreement or other charter, organizational or other governing document of Debtor or any resolution or other action of record of any shareholders, directors, members, managers or partners of Debtor, (ii) do not and will not violate or constitute any default under any agreement, instrument or other document by which Debtor is bound, (iii) are and will be in furtherance of the purposes and within the power and authority of Debtor and (iv) do not and will not require any authorization of, notice to or other act by or relating to any Person that has not been duly obtained, given or done and is not in full force and effect.

(b) *Certain Debtor Information.*

(i) The mailing address of Debtor's principal office is the address identified in the Schedule,

(ii) The type of Debtor's business structure is identified in the Schedule,

(iii) Debtor's state of incorporation or organization is the state identified in the Schedule,

(iv) Debtor's exact legal name is as set forth in the first paragraph of this Agreement, and any prior legal name used by Debtor within the last year is identified in the Schedule.

(v) Any Deposit Account of Debtor is described in the Schedule.

(vi) Debtor has no registered trademarks, copyrights or patents or commercial tort claims.

(c) *Title to and Transfer of Collateral.* Debtor has rights in and the power to transfer the Collateral and its title to the Collateral is free of all adverse claims, liens, security interests and restrictions on transfer or pledge except as disclosed in the Schedule to this Agreement and except as created or permitted by, or provided for in, this Agreement.

(d) *Location of Collateral.* All Goods included in the Collateral are and will be maintained solely at the location or locations listed in the Schedule and the information contained in the Schedule with respect to each such location is complete and accurate.

(e) *Business Purpose.* Any existing Obligations have been and any future Obligations will be incurred solely for business or commercial purposes.

5. **Costs.** Debtor will pay to Secured Party on demand, and indemnify Secured Party on demand for, all reasonable costs incurred at any time by Secured Party in endeavoring to enforce any of its rights or remedies or any of Debtor's obligations hereunder, including (a) costs relating to the perfection or protection of the security interest granted herein or to the payment or performance by Secured Party, at its sole option, of any of Debtor's obligations hereunder that Debtor fails to timely pay or perform, (b) costs of foreclosure and other enforcement actions, (c) costs of obtaining money damages or other relief and (d) the reasonable fees and disbursements of attorneys employed by Secured Party for any purpose related to this Agreement or the Obligations, including consultation, drafting documents, sending notices or instituting, prosecuting or defending litigation or other enforcement actions. After any demand for the payment of, or indemnification for, any cost, Debtor will pay interest on the portion of the cost remaining unpaid at an annual rate equal to the highest rate permitted by the Loan Agreement.

6. **Remedies Upon Default.**

(a) *General.* Upon or after the occurrence of any Event of Default and the expiry of all cure periods, notice periods, and grace periods set out herein and in the Loan Agreement, Secured Party may pursue any right or remedy available at law (including those available under the provisions of the UCC) or in equity to collect, enforce or satisfy any of the Obligations then owing, whether by acceleration or otherwise, or then otherwise outstanding. If any Event of Default described in clause (v) of Section 1(c) hereof occurs, all of the Obligations then remaining unpaid will automatically become immediately due.

(b) *Concurrent Remedies.* Without limiting the generality of Section 6(a) hereof, upon or after the occurrence of any Event of Default and the expiry of all cure periods, notice periods, and grace periods set out herein and in the Loan Agreement, Secured Party has the right to pursue any of the following remedies separately, successively or concurrently: (i) to declare all or any portion of the Obligations remaining unpaid to be immediately due, (ii) to file suit and obtain judgment and, in conjunction with any action, Secured Party may seek any ancillary remedies available under applicable law, including levy of attachment and garnishment, (iii) to enforce Debtor's rights against Account Debtors and other obligors with respect to any Collateral and to instruct such Persons to pay all amounts owing by them directly to Secured Party, (iv) to take possession of any of the Collateral if not already in its possession without demand and without legal process, and Debtor grants to Secured Party the right, for this purpose, to enter into or on any premises where any of the Collateral may be located and, upon Secured Party's demand, Debtor will assemble and make the Collateral available to Secured Party as it directs, and (v) with or without taking possession, to sell, lease or otherwise dispose of any of the Collateral at public or private sale in accordance with the UCC.

7. *Power of Attorney*. Debtor irrevocably and unconditionally appoints Secured Party as the attorney-in-fact of Debtor, with full power of substitution and revocation, to take, at the sole option of Secured Party, in the name and on behalf of Debtor or otherwise, upon the security interest granted herein becoming enforceable in accordance with Section 6 hereof, each action relating to any of the Collateral that Debtor could take. The power of attorney given pursuant to the preceding sentence is coupled with an interest in favor of Secured Party.

8. *Sale of Collateral consisting of Securities*. If the Collateral includes any security (whether Investment Property or a General Intangible) that might be required to be registered pursuant to applicable law (including, but not limited to, the Securities Act of 1933) before being permitted to be sold or otherwise disposed of, or offered for sale or other disposition, by Secured Party, and Secured Party opts for any sale or other disposition of such security without such registration, (a Secured Party is not obligated to delay such sale or other disposition to permit such registration, and (b) in order to comply with such law, Secured Party has the right to restrict the prospective purchasers in such sale or other disposition (including, but not limited to, restricting such prospective purchasers to Persons meeting specified requirements as to financial sophistication or intent to purchase for investment and not with a view to sale or other disposition), restrict the terms of such sale or other disposition (including, but not limited to, restricting future sales and other dispositions) and impose other restrictions on any aspect of such sale or other disposition (including, but not limited to, the advertising or conduct thereof).

9. *Standards for Sale or Other Disposition in Commercially Reasonable Manner*. If, after the security interest granted herein becomes enforceable in accordance with Section 6 hereof, Secured Party opts for any sale or other disposition of any portion of the Collateral, whether or not such portion of the Collateral is of a specialized nature, (a) no restriction on the prospective purchasers in such sale or other disposition (including, but not limited to, a restriction of such prospective purchasers to Persons meeting specified requirements as to financial sophistication or intent to purchase for investment and not with a view to sale or other disposition), restriction on the terms of such sale or other disposition (including, but not limited to, restricting future sales and other dispositions) or other restriction on any aspect of such sale or other disposition (including, but not limited to, the advertising or conduct thereof) imposed by Secured Party in order to comply with applicable law (including, but not limited to, the Securities Act of 1933) will be a factor in determining such sale or other disposition to have been made in other than a commercially reasonable manner, and (b) without limiting any other act, omission or other thing that will not be considered in determining such sale or other disposition to have been made in other than a commercially reasonable manner, such sale or other disposition will not be determined to have been made in other than a commercially reasonable manner by reason of (i) Secured Party having obtained any insurance, credit enhancement or other protection to insure it against or reduce loss, or to provide it a guaranteed return, in connection with such sale or other disposition, (ii) such sale or other disposition having been advertised in a medium of general or limited circulation, (iii) such sale or other disposition not being made at the time and place therefor specified in any notice thereof provided that the adjournment thereof is announced at such specified time and place or a time and place announced at any adjournment thereof, (iv) such sale or other disposition being a public or private sale or other disposition, (v) such sale or other disposition being made in a wholesale or retail market, with or without any warranty, with or without any assistance of any auctioneer, consultant, broker, investment banker or other professional or with or without contacting any Person in the same business as Debtor to determine its interest in acquiring such portion of the Collateral, (vi) the exercise by Secured Party of, or the failure by Secured Party to exercise, any collection remedy against any Person (obligated with respect to such portion of the Collateral, (vii) such sale or other disposition involving the sale or other disposition of such portion of the Collateral either for future delivery or for future payment without retention by Secured Party until such future payment and the failure of such future delivery or such future payment to occur, (viii) the failure of Secured Party to remove any lien or encumbrance on or adverse claim to such portion of the Collateral or (ix) the failure of Secured Party, except to the extent required by applicable law, to obtain any consent of any Person required for such sale or other disposition.

10. **General.**

(a) *Cumulative Effect.* All rights and remedies of Secured Party under this Agreement are cumulative and no such right or remedy is exclusive of any other such right or remedy. This Agreement does not modify or terminate any other agreement, instrument or other document binding upon Debtor or other Person in favor of Secured Party.

(b) *Filing of Financing Statements.* Debtor authorizes Secured Party to file one or more financing statements describing the Collateral in any jurisdiction deemed necessary or desirable by Secured Party at its sole option, and, without limiting the foregoing, authorizes Secured Party to use terms such as "All assets" or "All personal property and fixtures" to describe the Collateral.

(c) *Notices.* Any notice or other communication required or permitted hereunder must be in writing and is sufficiently given if given in accordance with the requirements of the Loan Agreement. Each requirement under applicable law of reasonable notice of any event by Secured Party to Debtor will be deemed to have been met if the notice is given at least ten (10) days before the date on or after which the event is to occur.

(d) *No Assignments by Debtor.* Debtor will not assign, any of Debtor's rights, interests or obligations under this Agreement or in respect of the Obligations without the prior written consent of the Secured Party. Any assignment in violation of this Agreement will be void.

(e) *Secured Party Assignments.* Secured Party may assign or grant participation in any of its rights, interests and obligations under this Agreement or in respect of the Obligations with the prior written consent of the Debtor, not to be unreasonably withheld. If an assignment is made in accordance with this Section 10(e), Debtor will render performance as required to the assignee. Debtor waives, and will not assert against any permitted assignee, any claim, defense or setoff that Debtor could assert against Secured Party except defenses that cannot be waived.

(f) *Severability.* If any provision of this Agreement is found to be void, invalid or unenforceable by a court of competent jurisdiction, that finding will only affect the provisions found to be void, invalid or unenforceable and will not affect the remaining provisions of this Agreement.

(g) *Binding Effect.* This Agreement binds Debtor, all other Persons who or that become bound as a debtor hereto and the legal representatives, successors and assignees of Debtor and all other such Persons and inures to the benefit of and is enforceable by Secured Party and the legal representatives, successors and assignees of Secured Party.

(h) *Headings.* Section headings used in this Agreement are for convenience only. They are not a part of this Agreement and will not be used in construing it.

(i) *Governing Law.* This Agreement is governed by, and will be construed, interpreted and enforced in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.

(j) *Rules of Construction.* In this Agreement, (i) no reference to "Proceeds" authorizes any sale, transfer or other disposition of the Collateral by Debtor except as otherwise provided herein, (ii) "includes" and "including" are not limiting, (iii) "or" is not exclusive, (iv) "all" includes "any" and "any" includes "all," (v) any gender includes any other gender, as the context may require, and (vi) the terms "hereby," "hereof," "herein," "hereunder" and similar terms refer to this Agreement and not to any particular provision of it.

(k) *Integration and Modifications.* This Agreement and the Loan Agreement (including the asset purchase agreement referenced therein) constitute the entire agreement of Debtor and Secured Party concerning its subject matter. Any modification to this Agreement must be made in writing and signed by Debtor and Secured Party.

(l) *Termination.* This Agreement will remain in full force and effect until and will terminate only upon (i) the final and indefeasible payment and performance in full of the Obligations.

(m) *Further Assurances.* Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence, perfect or protect the security interest granted herein or to otherwise effectuate any of the rights or remedies granted to Secured Party hereby. Debtor will furnish to Secured Party a description, in form and content satisfactory to Secured Party, of any Commercial Tort Claim hereafter acquired by Debtor as soon as such Commercial Tort Claim arises. Any such Commercial Tort Claim constitutes part of the Collateral. Secured Party may attach any such description of any Commercial Tort Claim to this Agreement, and such description will form part of the Schedule.

(n) ***CONSENT TO JURISDICTION.*** **DEBTOR CONSENTS IN EACH ACTION OR OTHER LEGAL PROCEEDING COMMENCED BY SECURED PARTY ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, THE OBLIGATIONS OR THE COLLATERAL TO THE NONEXCLUSIVE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF NEW YORK, WAIVES PERSONAL SERVICE OF PROCESS AND AGREES THAT SERVICE OF PROCESS MAY BE EFFECTED BY SECURED PARTY BY REGISTERED MAIL TO DEBTOR AT THE ADDRESS SET FORTH AT THE BEGINNING OF THIS AGREEMENT OR IN ANY MANNER ALLOWED BY THE STATE OF NEW YORK OR THE FEDERAL LAWS OF THE UNITED STATES. DEBTOR WAIVES ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUCH ACTION OR OTHER LEGAL PROCEEDING.**

(o) ***WAIVER OF TRIAL BY JURY.*** **DEBTOR WAIVES EACH RIGHT DEBTOR MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER BASED ON ANY CONTRACT OR NEGLIGENT, INTENTIONAL OR OTHER TORT OR OTHERWISE, ARISING OUT OF OR OTHERWISE RELATING TO THIS AGREEMENT, THE OBLIGATIONS OR THE COLLATERAL.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Agreement to be executed by its duly authorized representative and delivered to Secured Party as of the date and year first above written.

Debtor : **TEMPO MARKETING CORP.**

By:

Name: Michael Hilmer.
Title: Director

[Signature Page of General Security Agreement]

SCHEDULE

To

General Security Agreement

A. <u>Section 4(b) Certain Debtor Information</u>:

(i) Mailing address of Debtor's principal office:

200 Vesey Street, 24th Floor New York NY 10281

(ii) Type of Debtor's business structure: corporation

(iii) Debtor's state of incorporation or organization: Delaware

(iv) List each prior legal name used by Debtor within the last year:

(v) Location of Collateral: 200 Vesey Street, 24th Floor New York NY 10281

(vi) Deposit Accounts:

(vii) Registered trademarks, patents and copyrights:

(viii) Commercial tort claims:

B. <u>Section 4(c) Title to and Transfer of Collateral.</u>:

(i) Permitted claims, liens, security interests and restrictions on transfer:

All liens, security interests, claims and restrictions on transfer that are disclosed in the Disclosure Schedules to the Asset Purchase Agreement dated April 12, 2018 among the Debtor, the Secured Party, UpTempo Inc. (formerly 10588164 Canada Corp.), Michael Trimarco and Melrose Ventures LLC, including in particular those Liens set out on Schedule 4.3 of such Disclosure Schedules.

E

Exhibit E

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
JOSE SANTOS (305)965-9845

B. E-MAIL CONTACT AT FILER (optional)
TSANTOS@INFOTECHLEGAL.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

J.A. SANTOS LAW P.A.
1 SOUTHEAST 3 AVENUE
SUITE 2140
MIAMI, FL 33131

Delaware Department of State
U.C.C. Filing Section
Filed: 09:19 AM 05/03/2018
U.C.C. Initial Filing No: 2018 3001779

Service Request No: 20183298130

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME TEMPO MARKETING CORP.					
OR 1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX	
1c. MAILING ADDRESS 200 VESEY STREET, 24 FLOOR	CITY NEW YORK	STATE NY	POSTAL CODE 10281	COUNTRY US	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME INTELLIGENT PAYMENT PROCESSING INC.				
OR 3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3c. MAILING ADDRESS 200 VESEY STREET, 24 FLOOR	CITY NEW YORK	STATE NY	POSTAL CODE 10281	COUNTRY US

4. COLLATERAL: This financing statement covers the following collateral:
the following Collateral, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing: (i) all of Debtor's Inventory, Accounts, Equipment, Fixtures, Investment Property, Deposit Accounts, General Intangibles, Documents, Instruments, Chattel Paper, Commercial Tort Claims, Letter-of-Credit Rights, Supporting Obligations, money and other personal property and (ii) all Products and Proceeds of the foregoing.

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

0432638 2024 Jul 10 PM02:46

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
VINCENT J. TRIAMRCO, SR., ESQ.

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Law Office of Vincent Trimarco Sr.
1040 west Jericho turnpike
smithtown, NY 11787, USA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Tempo Marketing Corp

OR

1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS 200 Versey Street, 24 Floor	CITY New York	STATE NY	POSTAL CODE	COUNTRY USA
1d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Corporation	1f. JURISDICTION OF ORGANIZATION New York	1g. ORGANIZATIONAL ID #, if any	☐ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME UpTempo Inc.

OR

2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS 4100 - 66 Wellington Street West	CITY Toronto	STATE ON	POSTAL CODE	COUNTRY CAN
2d. SEE INSTRUCTIONS / ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Corporation	2f. JURISDICTION OF ORGANIZATION New York	2g. ORGANIZATIONAL ID #, if any	☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Intelligent Payment Processing Inc.

OR

3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS 200 Vesey Street	CITY New York	STATE NY	POSTAL CODE 10281	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

The following collateral, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing: (1) all of Debtor's Inventory, Accounts, equipment, Fixtures, Investment Property, Deposit Accounts, General Intangibles, Documents, Instruments, Chattel Paper, Commercial Tort Claims, Letter-of-Credit Rights, Supporting Obligations, money and other personal property and (ii) all products and proceeds of the foregoing.

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Filing Number-202407108356971

F

EXHIBIT F

ASSET PURCHASE AGREEMENT

by and among

INTELLIGENT PAYMENT PROCESSING INC.,

MICHAEL TRIMARCO,

MELROSE VENTURES LLC,

UPTEMPO INC.
(formerly known as 10588164 Canada Corp).

and

TEMPO MARKETING CORP.

Closing: April 30, 2018

CLOSING BINDER

WeirFoulds LLP

Toronto-Dominion Centre
66 Wellington Street West, Suite 4100, P.O. Box 35

ASSET PURCHASE AGREEMENT

by and among

INTELLIGENT PAYMENT PROCESSING INC.,

MICHAEL TRIMARCO,

MELROSE VENTURES LLC,

UPTEMPO INC.
(formerly known as 10588164 Canada Corp).

and

TEMPO MARKETING CORP.

(Closing Date: April 30, 2018)

Parties and Abbreviations:	
Tempo Marketing Corp.	("**Buyer**")
UpTempo Inc. (formerly 10588164 Canada Corp.)	("**Parent**")
Melrose Ventures LLC	("**Guarantor**")
Michael Trimarco	("**Seller's Representative**")
WeirFoulds LLP , legal counsel to Buyer and Parent	("**WeirFoulds**")
Info Tech Legal, legal counsel to the Company, the Sellers and Seller's Representatives	("**Infotech Legal**")
Hodgson Russ LLP, local New York/Florida counsel to Buyer	("**Hodgson Ross**")

TAB NO.	DOCUMENT
	CLOSING AGENDA
1.	Closing Agenda
A.	**PRELIMINARY MATTERS**
2.	Letter of Intent dated February 15, 2018 between Buyer and Seller
B.	**PRE-CLOSING ITEMS (TO BE DELIVERED ON SIGNING OF APA)**
3.	Asset Purchase Agreement
4.	Disclosure Schedules to Asset Purchase Agreement
C.	**CLOSING AGREEMENTS & CERTIFICATES**
5.	Bill of Sale
6.	Assignment of Trademarks
7.	Secretary's Certificate of Seller certifying: (a) certificate of incorporation; (b) by-laws; (c) directors & officers; (d) resolutions of directors approving APA and Transaction Documents; (e) special resolutions of shareholders re sale of assets.
8.	Bring-down Certificate of Seller certifying that conditions set forth in Sections 9.1 through 8.4 and 8.6 of the APA have been satisfied
9.	Certificate of Good Standing of the Seller in the following jurisdiction: (a) New York
10.	Secretary's/Officer's Certificate of Guarantor certifying: (a) certificate of incorporation; (b) by-laws; (c) officers (d) consent of members approving APA and Transaction Documents
11.	Bring-down Certificate of Guarantor certifying that conditions set forth in Section 8.1 through 8.4 of the APA have been satisfied
12.	Certificate of Good Standing of the Guarantor in the following jurisdictions: (a) Florida

13.	Officer's Certificate of Parent certifying: (a) articles of incorporation; (b) by-laws; (c) directors & officers; (d) resolutions of directors approving APA and Transaction Documents.
14.	Secretary's Certificate of Buyer certifying: (a) articles of incorporation; (b) by-laws; (c) directors & officers; (d) resolutions of directors approving APA and Transaction Documents.
15.	Bring-down Certificate of Buyer certifying that conditions set forth in Sections 9.1 through 9.4 of the APA have been satisfied
16.	Bring-down Certificate of Parent certifying that conditions set forth in Sections 9.1 through 9.4 of the APA have been satisfied.
17.	Certificate of Good Standing of the Buyer
18.	Certificate of Good Standing of the Parent
19.	Non-Foreign Affidavit pursuant to Internal Revenue Code Section 1445(b)(2)
20.	Promissory Note in respect of the Consideration
21.	Security Agreement of Buyer
22.	US Accredited Investor Certificate re: Parent Common Shares issued in respect of the Consideration
23.	Share Certificate(s) in respect of Parent Common Shares
24.	Receipt of Seller re: Promissory Note and Parent Common Shares
D.	**OTHER DOCUMENTS**
25.	Promissory Note in respect of Guy Manasse Debt and Security Agreement
26.	Transfer of Ownership Interest in The Card Collaborative International, LLC ("TCCI") and Release of TCCI
27.	Acknowledgement re: IPPI Name
28.	Side Agreement re: Funding of Parent
29.	Employment Agreements re: Daniel Ducomb and Dean Fournaris – Post-closing delivery (see Closing Agenda)
30.	Releases re: Daniel Ducomb and Dean Fournaris – Post-closing delivery (see Closing Agenda)

31.	US Accredited Investor Certificates of Daniel Ducomb and Dean Fournaris – Post-closing delivery (see Closing Agenda)
E.	**POST-CLOSING DOCUMENTS**
32.	Resolution directors of Parent appointment Michael Trimarco to Board of Parent
33.	Resolution of shareholders of Buyer appointing new Board of Buyer
34.	Resolution of shareholders of Tempo Servicing Corp. appointing new Board of Tempo Servicing Corp.
35.	Employment offers/Agreements re: Transferred Employees – Post-closing delivery (see Closing Agenda)
36.	Assignment of Domain Name(s) – Post-closing delivery (see Closing Agenda)
37.	Consent re: Telephone Numbers – Post-closing delivery (see Closing Agenda)

ASSET PURCHASE AGREEMENT

by and among

INTELLIGENT PAYMENT PROCESSING INC.,

MICHAEL TRIMARCO,
(a party solely for the purposes of Sections 7.7, 7.13, 8.10 and 13.4 of this Asset Purchase Agreement)

MELROSE VENTURES LLC,

10588164 CANADA CORP.

and

TEMPO MARKETING CORP.

Dated as of April 12, 2018

TABLE OF CONTENTS

EXHIBITS

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement"), dated as of April 12, 2018 (the "Effective Date"), is made by and among Intelligent Payment Processing Inc., a New York corporation, ("Seller"), Michael Trimarco, an individual resident in the state of New York, a party solely for the purposes of Sections 7.7, 7.13, 8.10, and 13.4 of this Agreement ("Michael"), Melrose Ventures LLC, a Florida corporation ("Melrose"), 10588164 Canada Corp., a corporation incorporated under the laws of Canada ("Parent") and Tempo Marketing Corp., a corporation incorporated pursuant to the laws of the State of Delaware ("Buyer"). All of the foregoing named entities or persons shall also be referred to individually here, as "Party" or collectively, as "Parties".

RECITALS

A. Seller is engaged in the business of providing custom automatic payment products for automotive loan credit facilities (the "Business");

B. Parent owns one hundred percent (100%) of the issued and outstanding shares in the capital of Buyer;

C. Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, substantially all of Seller's assets used in the Business and certain liabilities of the Business, in accordance with the terms and subject to the conditions contained in this Agreement;

D. Melrose (i) is controlled by Michael Trimarco and Peter Vogel, (ii) is the majority shareholder of the Seller, (iii) has agreed to make certain representations and warranties under this Agreement and (iv) to be liable for certain indemnification obligations as set out herein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, the parties hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1 Definitions. The following terms, whenever used herein, will have the following meanings for all purposes of this Agreement:

"Adjustment Notice" has the meaning set forth in Section 3.3(b)(i).

"Affiliate" means, 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, where "control" means the direct or indirect possession 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.

"Agreement" has the meaning set forth in the Preamble to this Agreement.

"Annual Financial Statements" has the meaning set forth in Section 4.7(a).

"Applicable Law" means any applicable federal, state, provincial, local or foreign law (including common law), constitution, statute, rule, rule of common law, municipal by-law, treaty, code, regulation, ordinance, Permit, Order, writ, award (including the award of any arbitrator to the extent enforceable by any Governmental Entity), injunction, judgment or decree of any Governmental Entity.

"Approved Indemnification Claim" has the meaning set forth in Section 10.4(b).

"Assets" means all assets, properties and rights of every kind (whether tangible or intangible), including real and personal property.

"Assignment of Trademarks" means the Assignment of Trademarks in substantially the form attached hereto as Exhibit A.

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Bill of Sale" means the Bill of Sale and Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit B.

"Business" has the meaning set forth in Recitals to this Agreement.

"Business Day" means any day other than a Saturday, a Sunday or a day on which banks are required to be closed in Toronto, Ontario.

"Buyer" has the meaning set forth in the Preamble to this Agreement.

"Buyer Claims" has the meaning set forth in Section 10.2(a).

"Buyer Indemnified Parties" has the meaning set forth in Section 10.2(a).

"Claims" has the meaning set forth in Section 10.3(a).

"Client" means any Person to which Seller has provided Services to at any time within the twelve (12) months preceding this Agreement or thereafter at any time during the Restrictive Period.

"Closing" has the meaning set forth in Section 3.1.

"Closing Date" has the meaning set forth in Section 3.1.

"Closing Net Working Capital Statement" has the meaning set forth in Section 3.3(c).

"Code" means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

"Common Shares" has the meaning set forth in Section 3.2(c)

"Computer Systems" means all computer hardware, peripheral equipment, software and firmware, processed data, technology infrastructure and other computer systems and services that are used by or accessible to Seller related to the Business to receive, store, process or transmit data, to carry on the Business or to carry on its day to day operations and affairs.

"Confidential Information" has the meaning set forth in Section 7.7(a).

"Consent" means any consent, approval, clearance, license, bond, authorization or Order required from any Person.

"Consideration" has the meaning set forth in Section 3.2(a).

"Contract" means, in connection with the Business, (a) any agreement, contract, obligation, promise, commitment, lease, license, arrangement, undertaking or instrument of any kind (whether written or oral), including any amendments and other modifications thereto (i) to which Seller a party; (ii) by which Seller, the Business or any Sale Asset is or may become bound or under which Seller is or may become subject to any obligation; or (iii) under which Seller has or may acquire any right or interest, and (b) any offer, bid or proposal made by Seller on or prior to the Closing Date which, if accepted, would result in such a legally binding agreement, contract, obligation, promise, commitment, arrangement, undertaking or instrument.

"Deductible" has the meaning set forth in Section 10.2(b).

"Disclosure Schedules" means, collectively, the various schedules referred to in this Agreement.

"Disclosure Schedule Supplement" has the meaning set forth in Section 6.5.

"Dispute Notice" has the meaning set forth in Section 10.4(b).

"Dispute Period" has the meaning set forth in Section 10.4(b).

"Dollars" or "$" means United States dollars.

"Effective Time" has the meaning set forth in Section 3.1.

"Employees" has the meaning set forth in Section 4.17(a).

"Employment Agreement" has the meaning set forth in Section 4.18(b).

"Environment" means the indoor and outdoor environment and includes surface and subsurface soil and geological materials, surface water, ground water, drinking water, sediments, sewer systems, indoor and outdoor air, plants, animals, microbes and any other organisms, environmental media or natural resources;

"Environmental, Health and Safety Claim" means a claim, notification, administrative order, citation, complaint, summons, writ, proceeding, information request or demand asserted by Buyer, a Governmental Entity or any third party regarding remediation, investigation, environmental monitoring, emergency response, decontamination, restoration, damages, financial assurance, personal injuries, medical monitoring, fines, penalties, costs incurred by Governmental Entities, injunctive or other equitable relief, noncompliance or other Liabilities, Losses or matters relating to (i) any Environmental, Health and Safety Requirements, or (ii) the presence, Release or threatened Release into the environment of any Hazardous Material.

"Environmental, Health and Safety Requirements" means any Applicable Laws, any Environmental cleanup standards, any occupational exposure and other standards, and any Contract terms relating to pollution, protection of human health, natural resources or the Environment, actual or threatened Releases of Hazardous Materials into the Environment or within structures or the protection of worker health and safety.

"Equipment" has the meaning set forth in Section 4.5.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" has the meaning set forth in Section 4.18(f).

"Estimated Consideration" has the meaning set forth in Section 3.2(b).

"Estimated Consideration Statement" has the meaning set forth in Section 3.2(b).

"Estimated Net Working Capital" has the meaning set forth in Section 3.2(b).

"Excluded Assets" has the meaning set forth in Section 2.2.

"Excluded Liabilities" has the meaning set forth in Section 2.4.

"Financial Statements" has the meaning set forth in Section 4.7.

"GAAP" means United States generally accepted accounting principles.

"Governmental Entity" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administration functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality of Canada, the United States, any other foreign government, any province of Canada, any State of the United States or any political subdivision of any of the foregoing, and any court, tribunal or arbitrator(s) of competent jurisdiction.

"Hazardous Materials" means each and every element, compound, chemical mixture, contaminant, pollutant, material, waste liquid, gas, microorganism or other form of matter that is defined, determined or identified as hazardous, dangerous, waste, contaminant, pollutant or toxic (or by any similar term), or otherwise regulated, under any applicable Environmental, Health and Safety Requirements. Without limiting the generality of the foregoing, the term includes (i) petroleum and petroleum products and byproducts, (ii) asbestos, (iii) *Stachybotrys* mold, (iv) *Legionella* bacteria and (v) toxic and dangerous chemicals.

"Inactive Employees" means an Employee who is not actively at work as of the Closing Date due solely to family and medical leave, workers compensation, short term or long term disability or a leave of absence approved by Seller.

"Indebtedness" means, with respect to any specified Person, (a) the principal of and interest accrued on (i) indebtedness for borrowed money and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments; (b) all obligations issued or assumed as the deferred purchase price of property (but excluding accounts payable arising in the Ordinary Course of Business); (c) obligations for checks, drafts or similar instruments which are outstanding as of the Closing; (d) all obligations for the reimbursement of any obligor on any letter of credit or similar credit transaction securing obligations of any other Person; (e) all obligations to pay rent or other amounts under any lease of real or personal property, which obligations are or would be required to be classified and accounted for as capital leases in accordance with GAAP, in an amount equal to the capitalized amount thereof determined in accordance with GAAP; (f) all prepayment premiums and penalties, and any other fees, breakage charges, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any Indebtedness; (g) the cash settlement amounts associated with any hedging, swap, derivative or other similar transactions; (h) all guarantees of obligations of other Persons of the type referred to in clauses (a) through (g); (i) compensation (including pursuant to any Seller Plan) which has been earned but not paid, but excluding employee salaries fully accrued as current liabilities on the Closing Net Working Capital Statement, including all performance bonuses for Employees accrued or earned, whether vested or unvested, relating to any period prior to the Closing and unpaid as of Closing; (j) monies received from customers in advance of performance of revenue activities, including any deposits from customers pursuant to which such Person is obligated to expend funds for the purchase or performance of services for a specific order; (k) any amounts received from customers that have not yet been invested in inventory for a specific order; (l) any accounts receivable that are more than 180 days past due; (m) all advances made and deposits given by any supplier and any customer refund liabilities; and (n) any earn-out or any contingent consideration unpaid as of Closing.

"Indemnified Party" has the meaning set forth in Section 10.4(a).

"Indemnifying Party" has the meaning set forth in Section 10.4(a).

"Independent Accountant" has the meaning set forth in Section 3.3(b)(ii).

"Intellectual Property" means all of the following in any jurisdiction throughout the world: (a) patents, patent applications, patent disclosures and inventions (whether or not patentable), and registrations of and applications to register the foregoing; (b) trademarks, service marks, trade dress, logos, slogans, brand names, business names, trade names, corporate names and domain names, and all goodwill and common law rights associated therewith, and registrations of and applications to register the foregoing; (c) copyrights and common law rights and all registrations of and applications to register associated with the foregoing; (d) industrial designs, industrial design rights, and registrations of and applications to register the foregoing; (e) computer software (in whatever form, including source code, binary code and executable code), databases and related data, documentation and other related materials; (f) trade secrets, confidential business information and know-how (including manufacturing and production processes); and (g) all other intellectual property rights.

"Inventory" means all inventory of Seller related to the Business as of the Closing, including raw materials, work-in process, manufacturing supplies, spare parts, packaging materials and finished goods of the Business and all other materials and supplies used or consumed in the production of finished goods including any of the foregoing which is in transit or located at the location of a third party processor, each as determined in accordance with GAAP applied on a consistent basis.

"IRS" means the Internal Revenue Service of the United States Department of the Treasury.

"Knowledge of Sellers" means the knowledge that any of Michael Trimarco and any officer and director of Seller have or should have after having made a reasonable effort to ascertain the fact in question pursuant to an inquiry directed to such directors, officers, employees and advisors of the Seller as would be reasonably likely to have information relating to the fact in question.

"Leased Real Property" means all real property, buildings, plants and other structures and improvements leased or subleased by Seller under any Leases and, subject to the applicable provisions of the Leases relating to such leased real property, all fixtures, machinery, installations, equipment and other property attached thereto.

"Leases" means all lease and sublease agreements granting rights in real property.

"Legal Proceeding" means any action, claim, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, judicial, investigative or appellate proceeding, whether public or private, and whether formal or informal), inquiry, audit, examination, investigation, determination of appeal or assessment inquiry, hearing, or prosecution commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Entity or any arbitrator or arbitration panel.

"Liabilities" means any liabilities, claims, obligations, prohibitions, costs and expenses of any kind or nature whatsoever, whether direct or indirect, known or unknown, accrued or unaccrued, fixed or contingent, matured or unmatured.

"Licensed Intellectual Property" has the meaning set forth in Section 4.13(a).

"Lien" means, with respect to any Asset, any mortgage, lien, pledge, charge, security interest, encumbrance, license, restriction, third-party ownership interest or other adverse claim of any kind in respect of such Asset, whether created or arising by agreement, statute or otherwise at law.

"Losses" means any and all losses, liabilities, diminutions in value, assessments, damages, dues, penalties, fines, amounts paid in settlement, defense costs, Taxes, Liens, costs and expenses (including interest, penalties and reasonable attorneys', accountants' and experts' fees and disbursements), of any nature whatsoever, including any of such or the portion thereof that may occur or relate to the period after the Closing.

"Material Adverse Effect" means any adverse effect or change, or any violation or other matter, if such adverse effect, change, violation or other matter, either individually or in the aggregate with all other circumstances, changes or effects, has or would reasonably be expected to have a material adverse effect on the Business, Sale Assets, condition (including financial condition), results of operations or prospects of the Business, but excluding (a) economic effects or changes that are generally applicable to the industries and markets in which the Seller operates the Business, or (b) general changes in the Canadian, United States or world financial markets or general economic conditions (except, in the case of clauses (a) and (b), to the extent such effect, change, violation or other matter disproportionately affects the Business).

"Material Contract" has the meaning set forth in Section 4.14(a).

"Melrose" has the meaning set forth in the Preamble to this Agreement.

"Most Recent Balance Sheet" has the meaning set forth in Section 4.7(a).

"Net Working Capital" means, the current assets included in the Sale Assets less current Liabilities included in the Assumed Liabilities, and calculated in the manner as set forth in Exhibit D attached hereto, without duplication all as reflected on a balance sheet as of the Closing prepared in accordance with GAAP applied on a basis consistent with that employed by Seller in the preparation of the Financial Statements.

"Order" means any award, decision, injunction, judgment, order, direction, summons, decree, ruling, demand, subpoena, assessment, reassessment, verdict or arbitration award entered, issued, made or rendered by any Governmental Entity or by any arbitrator.

"Ordinary Course of Business" means an activity taken by Seller only if the action is consistent with the past practices of Seller (including in amount) and is taken in the ordinary course of normal day-to-day operations of the Business.

"Owned Real Property" means all buildings, plants and other structures and improvements owned by Seller in connection with the Business and all fixtures, machinery, installations, equipment and other property attached thereto.

"Parent" has the meaning set forth in the Preamble to this Agreement.

"Parent Common Shares" has the meaning set forth in Section 3.2(c)(i).

"Permitted Liens" means any (a) mechanics', materialmens' and similar liens with respect to amounts not yet due and payable (or the validity of which is being contested in good faith by appropriate proceedings) with respect to which adequate reserves have been made, (b) liens for Taxes not yet due and payable (or the validity of which is being contested in good faith by appropriate proceedings) with respect to which adequate reserves have been set aside and (c) Liens in favor of the Buyer.

"Permits" means any approvals, authorizations, certifications, consents, variances, permissions, licenses, directives, registrations, qualifications, and permits, to or from, or filings, notices, or recordings to or with a Governmental Entity.

"Person" includes an individual, partnership, corporation, limited liability company, unlimited liability company, association, joint stock company, trust, joint venture, trade union, employee association, unincorporated organization of any nature and the executors, administrators, or other representatives of an individual in such capacity, a foreign equivalent of any of the foregoing or other entity, including a Governmental Entity.

"Personal Information" shall mean information about an identifiable individual, including any information defined or deemed as such pursuant to any Applicable Laws related to privacy or data protection, that is transferred to, collected or compiled by, or otherwise under the control or custody of Seller and that relates to customers, suppliers or Employees of or consultants to Seller or its Affiliates.

"Plans" has the meaning set forth in Section 4.18(a).

"Policies" has the meaning set forth in Section 4.22.

"Product" has the meaning set forth in Section 4.16(b).

"Prohibited Transaction" has the meaning set forth in Section 406 of ERISA and Section 4975 of the Code.

"Proposed Closing Net Working Capital Statement" has the meaning set forth in Section 3.3(a).

"Purchased Contracts" means all Contracts and Leases as of the Closing Date listed on Schedules 2.1(i) and 4.14 (but excluding for the avoidance of doubt all Contracts listed on Schedule 2.2(a)(viii)), all unfilled orders outstanding as of the Closing Date for the purchase of goods or services by Seller in connection with the Business and all unfilled orders outstanding as of the Closing Date for the sale of goods or services by an Seller in connection with the Business.

"Purchased Intellectual Property" means Seller's rights and interests in all intangible personal property used, held or intended for use in the Business, including all Intellectual Property used in or by the Business (other than Licensed Intellectual Property which is transferred pursuant to Contracts in accordance with Section 4.13), together with all goodwill associated with the foregoing, the right to sue and collect for any past infringement, misappropriation or other unauthorized use of such Purchased Intellectual Property and all rights of Seller or its Affiliate to any defense with respect to such Intellectual Property pursuant to 35 U.S.C. 273 or any other similar provision of any Applicable Law (such defense, the "Prior User Defense").

"Real Property" means all Leased Real Property and Owned Real Property.

"Receivables" means all accounts receivable, loans receivable, invoiced accounts and notes receivable and other claims for money due arising from the rendering of Services or Products on or prior to the Closing Date, and the security arrangements and collateral securing the repayment and satisfaction of the foregoing. For the avoidance of doubt, Receivables shall include both billed and unbilled receivables, in accordance with GAAP applied on a consistent basis by Seller in the preparation of the Financial Statements.

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, migrating, depositing, dispersing, spraying, dumping, discarding, burying, abandoning or disposing into the Environment of a Hazardous Material.

"Required Consents" has the meaning set forth in Section 6.2.

"Restrictive Period" has the meaning set forth in Section 7.7(b).

"Restricted Sellers" has the meaning set forth in Section 7.7(b)

"Sale Assets" has the meaning set forth in Section 2.1.

"Self-Help Mechanism" means any "back door," "time bomb," "drop dead device," or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a Person other than an authorized licensee or owner of a copy of the program or the right and title in and to the program.

"Seller" has the meaning set forth in the Preamble to this Agreement.

"Seller Claims" has the meaning set forth in Section 10.3(a).

"Seller Indemnified Parties" has the meaning set forth in Section 10.3(a).

"Seller Plans" has the meaning set forth in Section 4.18(a).

"Service" has the meaning set forth in Section 4.16(b).

"Straddle Period" means any taxable period beginning on or before the Closing Date and ending after the Closing Date.

"Subsidiary" means, with respect to any Person, any other Person (other than an individual) of which, (a) if such other Person is a corporation or other business entity in which capital stock is issued, a majority of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other subsidiaries of that Person or a combination thereof or (b) if such other Person is a limited liability company, unlimited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons will be deemed to have a majority ownership interest in a limited liability company, unlimited liability company, partnership, association or other business entity if such Person or Persons will be allocated a majority of limited liability company, unlimited liability company, partnership, association or other business entity gains or losses or will be or control any managing director or general partner of such limited liability company, partnership, association or other business entity.

"Target Net Working Capital" means within plus or minus 10% of the total Net Working Capital as evidenced by the cash flows, income statement and balance sheets attached here as Schedule through end of March 31, 2018 and up to the anticipated date of closing.

"Tax" or "Taxes" includes all present and future tax or taxes, surtaxes, duties, levies, imposts, rates, fees, assessments, withholdings, dues and other charges of any nature imposed by any Governmental Entity of any kind or nature, or however denominated, including Liability for federal, state, provincial, local or foreign sales, use, transfer, registration, business and occupation, value added, goods and services, harmonized sales, excise, severance, stamp, premium, windfall profit, customs, duties, real property, personal property, capital stock, social security, unemployment, workers' compensation, health insurance, disability, payroll, license, Employee or other withholding, income (which includes any income, alternative minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth or gross receipts taxes), capital, withholding, consumption, anti-dumping, countervail, payroll, employment, health, education, school, local improvement, development or education development or other tax, of any kind whatsoever.

"Tax Authority" means any Governmental Entity having the power to regulate, impose or collect Taxes, including the Internal Revenue Service and or state department of revenue.

"Tax Returns" means, with respect to any Tax, any information return for such Tax and any return, report, statement, declaration, claim for refund or document filed or required to be filed under Applicable Law for such Tax.

"Third Party Claim" has the meaning set forth in Section 10.4(a).

"Transaction Documents" means, collectively, the Assignment of Trademarks, the Bill of Sale and any other documents, certificates or agreements delivered in connection herewith.

"Transferred Employees" has the meaning set forth in Section 7.4(b).

"Unauthorized Code" means any "virus," "Trojan horse," "worm," or other software routines or hardware components designed to permit unauthorized access; or to disable, erase, or otherwise harm any computer, systems or software.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, and the rules and regulations promulgated thereunder.

1.2 Schedules

The following Disclosure Schedules are attached to this Agreement and form a part of this Agreement:

2.1(b)	Inventory
2.1(i)	Leases and leasehold interests in Leased Real Property
2.2(a)(viii)	Contracts forming part of Excluded Assets
2.2(a)(x)	Other Assets of Seller forming part of Excluded Assets

2.3(d)	Seller's Debts
2.3(e)	Bona fide Credit Card Debt of the Business
3.4	Allocation of Consideration
4.1(a)	Jurisdictions in which Seller is organized and/or qualified/licensed to do business
4.2(a)	Contraventions of constating documents or agreements
4.2(b)	Consents Required
4.3	Title and Condition of Assets
4.4	List of Sale Assets by Category
4.5	Equipment
4.7(a)	Balance sheets and statements of income and cash flows
4.7(c)	Requirements for bonds, letters of credit or other financial security
4.9	Material Adverse Effects or activities outside of the Ordinary Course of Business
4.11	Non-compliance with Applicable Law
4.13(a)	Intellectual Property (registered, applications and licensed)
4.14(a)	Purchased Contracts
4.14(b)	Issues regarding Material Contracts
4.14(b)	Legal Proceedings
4.16(a)	Standard terms and conditions with respect to products and services sold
4.16(b)	Recall, market withdrawals regarding products
4.16(c)	Exceptions to material product registrations, accreditations and certifications
4.17(a)	List of Employees employed by Seller
4.17(b)	Collective Agreements
4.17(d)	Employees subject to employment agreements
4.18(a)	Retirement and savings plans
4.18(b)	List of all employment-related agreements
4.19(a)	Investigation, clean up or remedial action required of Seller
4.19(b)	Environmental, Health and Safety Claims for the last 10 years of Seller
4.19(e)	Permits required by Environmental, Health and Safety requirements
4.19(f)	Investigations of releases and threats of releases

4.20(a)	Customers
4.20(b)	Suppliers
4.21(a)	Address of all Leased Real Property
4.21(b)	Disputes or disturbances regarding Leases
4.22	List of insurance policies
4.23	Affiliate transactions
4.24	Exceptions to compliance with WARN
4.25	Permits held
4.28	Bank Accounts
6.2	Landlord consents and estoppels required to be obtained prior to Closing

ARTICLE II
PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

2.1 Sale Assets.

At the Closing and in reliance upon the representations, warranties and covenants and subject to the conditions set forth in this Agreement, Seller will sell, assign, transfer, convey and deliver to Buyer or its designees, free and clear of all Liens (other than Permitted Liens), and Buyer or its designees shall purchase and accept from Seller, all of Seller's right, title and interest in and to all of the Assets owned, used, held or intended for use by Seller in connection with the Business (collectively, the "Sale Assets"), including the following:

(a) all Receivables;

(b) **intentionally omitted;**

(c) all claims, deposits, prepayments, prepaid Assets, refunds, causes of action, rights of recovery, rights of set off, rights of recoupment and attorney-client work product and other legal privileges as of the Closing Date related to any of the Sale Assets, including all rights under any property, casualty, workers' compensation or other insurance policy or related insurance services contract to the extent such rights relate to any Assumed Liability or any casualty affecting any of the Sale Assets;

(d) all machinery, equipment, motor vehicles, office equipment, furniture, spare parts, dies, tooling, tools, computer hardware, supplies and accessories and other chattels owned by Seller, including Equipment set forth on Schedule 4.5, and all third party warranties and guarantees and other similar contractual rights as to third parties held by or in favor of Seller with respect to any of the foregoing;

(e) all Purchased Intellectual Property;

(f) all rights under or pursuant to warranties and guarantees made by suppliers, manufacturers or contractors in connection with products or services provided to Seller and all other claims and rights against third parties relating to the Sale Assets or Assumed Liabilities;

(g) all Permits used, held or intended for use by Seller to the extent the same, or a right to use the same, are legally capable of being transferred to Buyer;

(h) all of Seller's respective forms, office supplies, catalogs and warehouse and other supplies, including pallets, strapping and other packaging, production and manufacturing supplies and maintenances supplies used by the Business;

(i) all Purchased Contracts;

(j) all Leases and leasehold interests in the Leased Real Property set forth on Schedule 2.1(i) together with all prepaid rents, security deposits, licenses and permits relating thereto and all leasehold improvements thereon;

(k) all books, records, ledgers, files, documents, correspondence, lists, specifications, software manuals and program documentation, financial data and information, design information, engineering information, manuals and data, research and development records, personnel and employment records, drawings, advertising and promotional materials, studies, reports, customer and vendor lists and data and any collateral documentation relating to project performance (whether with respect to current projects or projects undertaken or completed within the last five years) and customer service and all other records, data, information and other materials (in whatever form or medium) which relate to the conduct of the Business by Seller;

(l) all other Assets of Seller related to the Business that are not specifically set forth herein but that are reflected on the Most Recent Balance Sheet, except for those Assets disposed of after the date of the Most Recent Balance Sheet in the Ordinary Course of Business and not in violation of any provision of this Agreement; and

(m) all goodwill of Seller associated with the Business or the Sale Assets including the exclusive right to represent the Buyer as carrying on the Business in continuation of, and in succession to, the Seller.

2.2 Excluded Assets.

(a) Notwithstanding anything to the contrary contained herein, the Sale Assets will not include, and Buyer will not acquire or own, any of the following (collectively, the "Excluded Assets"):

(i) rights of Seller under or in connection with this Agreement, the Transaction Documents or any related agreement and the consideration to be paid to Seller under this Agreement, the Transaction Documents or any related agreement;

(ii) any real property owned, leased, possessed or used by Seller other than the rights in the Leased Real Property included in the Sale Assets;

(iii) the originals of minute books, stock transfer records and other similar corporate records of Seller;

(iv) all federal, state, local and foreign income and other Tax refunds to the extent that such refunds are attributable to any Tax period (or portion thereof) ending on or prior to the Closing Date and are not included as Sale Assets in the determination of Net Working Capital;

(v) any asset constituting part of any Seller Plan;

(vi) cash and cash equivalents of Seller equalling at least $75,000, as adjusted pursuant to Section 3.10 hereto. For clarity, the amount of cash and cash equivalents to be excluded under this provision and in accordance with Section 3.10 shall not be less than $75,000 and shall not exceed $150,000;

(vii) any Employment Agreement;

(viii) Contracts listed on Schedule 2.2(a)(viii);

(ix) Policies;

(x) any other Assets of Seller listed on Schedule 2.2(a)(x).

2.3 Assumed Liabilities. At the Closing, subject to the terms and conditions contained in this Agreement, Buyer shall assume and agree to discharge and perform when due the following, and only the following, Liabilities of Seller related exclusively to the Sale Assets and the Business (collectively, the "Assumed Liabilities"):

(a) all obligations of Seller as of the Closing Date under each of the Contracts and Leases included in the Sale Assets;

(b) all trade accounts payable up to the amounts set forth on the Closing Net Working Capital Statement;

(c) all Liabilities in respect of unearned or deferred revenue in respect of the Business up to the amounts set forth on the Closing Net Working Capital Statement; and

(d) bona fide Seller debt set out on Schedule 2.3(d) to a maximum of four-hundred and thirteen thousand six hundred and fifty-nine dollars ($413,659), subject to adjustments for creditors paid out by the buyer directly on closing. The assumed liabilities under this provision shall not include any Seller debt or documents evidencing Seller debt that have been listed on Schedule 2.2(a)(viii) or Schedule 2.2(a)(x). For clarity, the amounts owing by Seller to Guy Manasse or his Affiliates (including First Equity Payment, LLC) under the Secured Promissory Note dated as of April 19, 2016 (the "Manasse Note") are not included in the bona fide Seller debt in this Section 2.3(d). As set out in Section 3.7 hereof, prior to the Closing Date, Buyer shall execute and deliver a promissory note in the form attached hereto as Exhibit H (the "Buyer Manasse Note") under which the Buyer will agree to pay to Seller an amount that is equal to the amounts of the payments due under the Manasse Note on the dates that such payments are due;"

(e) bona fide credit card debt incurred in connection with the Business to a maximum of $250,000 as set out in Schedule 2.3(e); and

(f) all obligations of Seller to the extent assumed by Buyer pursuant to Section 7.5.

2.4 Excluded Liabilities. Except for the Assumed Liabilities, all other Liabilities and obligations of Seller and its Affiliates (collectively, "Excluded Liabilities") shall be retained by Seller and its Affiliates and shall not be assumed or discharged by Buyer, whether or not any such matter is described or required to be disclosed in the Disclosure Schedules. By way of example and not limitation, the Excluded Liabilities shall include the following Liabilities of the Seller and its Affiliates:

(a) other than the trade accounts payable specified in Section 2.3(b), all accounts payable and other Liabilities of the Business accruing prior to the Closing Date;

(b) any Liability accruing prior to the Closing Date under any Contract or Lease of Seller including any Liability arising out of any breach or default prior to the Closing Date under, or out of any claim for indemnification pursuant to, any Contract or Lease of Seller or Affiliate thereof, regardless of when such breach or claim is asserted;

(c) any Liability of Seller for any Indebtedness not set out in Schedule 2.3(d), including any Indebtedness to any of its Affiliates;

(d) any Liability arising out of or relating to any current or former employee, current or former officer, current or former director or current or former consultant of Seller or Affiliate thereof, including under any Employment Agreement, in each case which relate to the periods prior to the Closing Date;

(e) any Liability under, or arising out of, any Seller Plan;

(f) any Liability for Seller's or their Affiliates' legal, accounting, brokers', advisory or other professional services related to or in connection with the preparation of this Agreement or the consummation of the transactions herein contemplated;

(g) any Liability for the portion of any transfer, recordation, VAT, sales and other Taxes, and any filing fees, in each case, arising as a result of the transfer of the Sale Assets to Buyer or otherwise by virtue of the consummation of the transactions contemplated hereby to be paid by Seller pursuant to the terms of this Agreement or otherwise;

(h) any Liability, whether contractual or by operation of law, of Seller or its Affiliates for Taxes, including any Liability for Taxes with respect to the Business or the Sale Assets for Tax periods ending on or prior to the Closing Date and for any Straddle Period to the extent allocable to the portion of such period beginning before and ending on the Closing Date, except to the extent included as a Liability in the determination of Net Working Capital;

(i) any Liability arising out of or related to any matter required to be set forth on Schedule 4.14(b) or Schedule 4.19;

(j) any Liability arising out of any transaction or Contract between Seller and its Affiliates;

(k) any Liability of Seller arising out of or relating to its performance under this Agreement or any Transaction Document (regardless of whether such performance is required prior to or after the Closing Date), including any Liability arising under the indemnification obligations of Seller under ARTICLE X or any failure by Seller or any of its Affiliates to comply with the terms of this Agreement;

(l) any Liability arising out of or relating to any non-compliance or alleged non-compliance with Applicable Laws;

(m) all Liabilities relating in any way to the Excluded Assets;

(n) any Liability relating in any way to any claim of any Person that any products or services sold or provided by Seller or any of its Affiliates prior to the Closing Date infringe any Intellectual Property rights of any Person in any respect;

(o) any Liability of Seller related in any way to the Seller's relationship with Mr. Guy Manasse and any of his Affiliates, other than the Liability assumed by Buyer under the Buyer Manasse Note; and

(p) any Liability relating in any way to Environmental, Health and Safety Claims arising from circumstances existing prior to the Closing Date.

2.5 Bills of Sale. The sale, transfer, assignment and delivery of Sale Assets by and the assumption of Assumed Liabilities from Seller will be effected pursuant to a separate Bill of Sale. Each Bill of Sale shall be in substantially the same form as the form of Bill of Sale attached as Exhibit B.

ARTICLE III
PURCHASE PRICE AND CLOSING

3.1 Closing. The closing of the transactions contemplated by this Agreement (the "Closing") will take place at 10:00 a.m. (Eastern Standard Time), on a date to be specified by the parties that is no later than the third (3^{rd}) Business Day following the satisfaction or waiver of the conditions set forth in ARTICLE VIII and ARTICLE IX (other than those conditions that by their nature can only be satisfied on the Closing Date) having been satisfied, or such other date as may be agreed to in writing by Seller, Parent and Buyer. The date on which the Closing actually takes place shall be referred to herein as the "Closing Date", and the Closing will be effective for all purposes at 12:01 a.m. (Eastern Standard Time) on the Closing Date (the "Effective Time").

3.2 Consideration; Estimated Consideration; Payments on Closing.

(a) The aggregate consideration (the "Consideration") to be paid by Buyer and Parent to Seller for the Sale Assets shall be five million dollars ($5,000,000) plus or minus the amount by which the Net Working Capital exceeds or is less than the Target Net Working Capital.

(b) The amount of the Consideration payable on Closing (the "Estimated Consideration") shall be as set out in a statement of estimated Consideration to be prepared by the Seller and agreed to by the Buyer by no later than the fifth Business Day prior to the Closing Date in substantially the form set out in Exhibit F (the "Estimated Consideration Statement"). The Estimated Consideration Statement will provide the details associated with the calculation of the Estimated Consideration including the estimated Closing Net Working Capital (the "Estimated Net Working Capital"), as used in order to determine the Estimated Consideration.

(c) On the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer and Parent, as applicable, shall pay the Estimated Consideration as follows:

(i) Three Million ($3,000,000) which shall be payable by Parent to Seller by way of issuance of a number of common shares in the issued and outstanding capital stock of Parent equal to 33.3% of the issued and outstanding capital stock of Parent (the "Common Shares") on the Closing Date (and except for the issuance of stock options by Parent, the Common Shares issued by Parent to Seller shall be equal to 33.3% of the fully diluted shares of Parent prior to the closing of the first post-closing equity financing of Parent), which shall be issued for an aggregate value of Three Million Dollars ($3,000,000) and in respect of which the sum of Three Million Dollars ($3,000,000) shall be added to the stated capital account for such Common Shares ("Parent Common Shares"). Buyer and Parent warrant that, as of the Closing Date, no anti-dilution protections are being offered to any holder of common shares in the capital of the Parent that would affect the 33.3% of the Common Shares to be issued to Seller under this Section 3.2(c)(i); and

(ii) Two Million ($2,000,000) which shall be payable by the Buyer to Seller by way of "Seller Buy Back" promissory note (the "Promissory Note") granted by Buyer in favour of the Seller substantially in the form attached hereto as Exhibit "G". The term of the Promissory Note shall be approximately five years, with an interest rate of 6% per annum (6%/yr). Parent shall guarantee all payment obligations of Buyer under the Promissory Note. Second, Two Million ($2,000,000) which shall be payable by the Buyer to Seller by way of promissory note granted by Buyer in favour of the Seller substantially in the form attached hereto as Exhibit "G".

3.3 Adjustment of Estimated Consideration.

(a) As promptly as practicable, but no later than ninety (90) days after the Closing Date, Buyer will prepare and deliver to Seller an unaudited balance sheet of the Business as of the close of business on the day immediately prior to the Closing Date, prepared in accordance with GAAP applied on a basis consistent with that used in the preparation of the Estimated Consideration Statement which shall also set forth the Net Working Capital as of the close of business on the day immediately prior to the Closing Date (the "Proposed Closing Net Working Capital Statement"), along with primary supporting documentation; *provided* that the Proposed Closing Net Working Capital Statement shall not include any Excluded Assets or Excluded Liabilities.

(b) Seller and Buyer agree to provide the other, and its respective accountants supporting documentation and access to the books and records of the Business to the extent reasonably requested by Buyer or Seller for purposes of preparing (in the case of the Buyer) or reviewing (in the case of Seller) the contents of the Proposed Closing Net Working Capital Statement, and any related supporting schedules prepared by Buyer in connection with the preparation of such statement, and will cause appropriate personnel of Buyer to provide reasonable assistance to Seller and its representatives in connection with such review. Each party shall pay the costs, if any, of its own accountants and advisors in connection with the Proposed Closing Net Working Capital Statement contemplated by this Section 3.3.

(i) The Proposed Closing Net Working Capital Statement shall be final and binding on the parties unless Seller shall, within forty-five (45) days following the later of the date of receipt of (A) the Proposed Closing Net Working Capital Statement and (B) the supporting documentation materially relevant to consideration of the Proposed Closing Net Working Capital Statement and reasonably requested by Seller or as required to be provided in Section 3.3(b), deliver to Buyer a written notice of objection (the "Adjustment Notice") with respect to the Proposed Closing Net Working Capital Statement. The Adjustment Notice shall specify in reasonable detail the proposed adjustment amounts arising from disputed items on the Proposed Closing Net Working Capital Statement and describe in reasonable detail the basis for the disputed items. Seller shall be deemed to have agreed with respect to all items and amounts contained in the Proposed Closing Net Working Capital Statement not identified in a timely submitted Adjustment Notice.

(ii) If an Adjustment Notice is delivered, the Buyer and Seller shall consult with each other with respect to the disputed items and attempt in good faith to resolve the dispute within thirty (30) days after delivery of the Adjustment Notice. If the Buyer and Seller are unable to reach agreement within such thirty (30)-day period, either Buyer or Seller may refer any unresolved disputed items to any of PricewaterhouseCoopers, Ernst & Young, Deloitte or KPMG as may be mutually agreed to and appointed by Buyer and the Seller (the "Independent Accountant"). If the agreed-upon Independent Accountant is unwilling or unable to perform this role and the Buyer and the Seller cannot agree on an alternate independent accounting firm within ten (10) days of one of them sending the other notice regarding the alternate selection, then an independent accounting firm shall be selected by application of either of them to a court of competent jurisdiction in the Province of Ontario. The Independent Accountant shall be directed to render a written report as promptly as practicable (in accordance with the procedures set forth in subsection (iii) below) on the unresolved disputed items and to resolve only those issues of dispute set forth in the Adjustment Notice and to make such modifications, if any, to the Proposed Closing Net Working Capital Statement as shall reflect such determination. The determination by the Independent Accountant of any item in dispute shall not, however, be in excess of, nor less than, the greatest or lowest value, respectively, claimed for that particular item in the Proposed Closing Net Working Capital Statement, in the case of Buyer, or in the Adjustment Notice, in the case of Seller. The Independent Accountant shall have no right to make any determination with respect to the undisputed portions of the Proposed Closing Net Working Capital Statement, and no such determination with respect to the undisputed portions of the Proposed Closing Net Working Capital Statement shall be binding on Seller or Buyer. The resolution of the dispute by the Independent Accountant shall be final and binding on the parties. The fees and expenses of the Independent Accountant shall be borne 50% by Seller and 50% by Buyer.

(iii) Not later than thirty (30) days after the engagement of the Independent Accountant (as evidenced by its written acceptance by facsimile or otherwise to the parties), the Buyer and Seller shall submit simultaneous briefs to the Independent Accountant (with a copy to the other of them) setting forth their respective positions regarding the issues in dispute and their respective calculations of the Proposed Closing Net Working Capital Statement. Rebuttal briefs shall be submitted simultaneously by the Buyer and Seller within fifteen (15) days after the submission of the initial briefs. The Independent Accountant shall be instructed to use GAAP applied on a basis consistent with that used in the preparation of the Proposed Closing Net Working Capital Statement in connection with its determination hereunder and shall render its decision resolving the dispute within thirty (30) days after submission of the rebuttal briefs. If additional or other information is required by the Independent Accountant, the Independent Accountant shall give notice thereof to the Buyer and Seller as soon as practicable before the expiration of such thirty (30) day period, and the Buyer and Seller shall promptly respond; provided, however, that, without the written consent of Seller and Buyer, no request for additional or other information shall act as an extension of the thirty (30)-day period in which the Independent Accountant must render its decision.

(c) If the amount of the Net Working Capital as finally determined based on the Closing Net Working Capital Statement exceeds the Estimated Net Working Capital, the Estimated Consideration shall be increased by the amount by which the Net Working Capital as so finally determined exceeds the Estimated Net Working Capital. If the Net Working Capital as finally determined based on the Closing Net Working Capital Statement is less than the Estimated Net Working Capital, the Estimated Consideration shall be decreased by the amount by which the Estimated Net Working Capital exceeds the Net Working Capital as so finally determined. As used herein, the "Closing Net Working Capital Statement" shall be (i) the Proposed Closing Net Working Capital Statement as adjusted in accordance with this Section 3.3 in the event Seller submits an Adjustment Notice to Buyer in accordance with Section 3.3(b) and an adjustment is finally determined to result therefrom in accordance with this Section 3.3, or (ii) the Proposed Closing Net Working Capital Statement in the event Seller does not submit an Adjustment Notice to Buyer in accordance with Section 3.3(b).

(d) Upon the adjustments to the Estimated Consideration being finally determined in accordance with the provisions of Section 3.3(a) through Section 3.3(c), and:

(i) in the event that the aggregate sum of such adjustments result in a net decrease in the Estimated Consideration, the Seller shall pay Buyer the amount of such decrease pursuant to Section 3.3(e).

(ii) in the event the aggregate sum of such adjustments result in a net increase in the Estimated Consideration, then Buyer shall pay Seller an amount in cash equal to such increase pursuant to Section 3.3(e).

(e) Any payment pursuant to this Section 3.3 will be made within two (2) Business Days following the final determination of the amount thereof in accordance with Section 3.3. Any payment pursuant to this Section 3.3 will be paid as follows: (i) if a payment is owed by Seller to Buyer for the aggregate sum of the adjustments, then in accordance with Section

3.3(d)(i), Seller shall provide a credit to Buyer against the sums owed to Seller under the Promissory Note in an amount equal to the aggregate sum of the adjustment to the Estimated Consideration, (ii) if a payment is owed by Buyer to Seller for the aggregate sum of the adjustments to the Estimated Consideration, then in accordance with Section 3.3(d)(ii), Buyer, at its option, shall pay the aggregate sum of such adjustments as follows: (A) pay Seller by wire transfer of immediately available funds to the account designated by Seller in writing, or (B) add the positive balance to the note and prorate the payments such that the Buyer shall make the increased payments at such times as are set out in the Promissory Note for regular payments of principal. Any payment pursuant to this Section 3.3 will be treated by the parties as an adjustment to the Estimated Consideration. Any adjustment to the principal amount payable under the Promissory Note that is made pursuant to ARTICLE X hereof shall be made in the manner as set out in this Section 3.3(e)(i) and Section 3.3(e)(ii)(B).

(f) The purpose of this Section 3.3 is to determine the final Consideration to be paid by Buyer under this Agreement. Accordingly, any adjustment pursuant to this Section 3.3 shall not be deemed to be an indemnification pursuant to ARTICLE X of this Agreement, nor preclude either party from exercising any indemnification rights pursuant to ARTICLE X of this Agreement.

3.4 Allocation of Consideration. Buyer and Seller will allocate the Consideration plus the amount of the Assumed Liabilities among the Sale Assets in the manner set out in Schedule 3.4. Buyer and Seller will report the allocation of the consideration to such item(s) in a manner consistent with such agreed allocation, will each promptly inform one another in writing of any challenge by any Governmental Entity to such agreed allocation, will consult with and keep one another informed with respect to the status of any such challenge, and will take no position inconsistent with such agreed allocation in any audit or similar proceeding unless required to do so by a Governmental Entity.

3.5 Transfer Taxes. Seller shall be responsible for the preparation and filing of any Tax Returns required to be filed with respect to any sales, use, excise, value-added, transfer, recording, documentary, registration, stamp, conveyancing and similar Taxes ("**Transfer Taxes**") applicable to, imposed upon or arising out of the sale, assignment, conveyance and transfer to the Buyer of the Sale Assets contemplated by this Agreement, and Buyer, on the one hand, and Seller, on the other hand, shall each pay one-half of all such Transfer Taxes. Buyer and Seller shall cooperate in providing each other with appropriate resale exemption certification and other similar tax and fee documentation.

3.6 Documents to be Delivered by Seller. At the Closing, Seller will deliver, or cause to be delivered to Buyer:

(a) a duly executed counterpart of a Bill of Sale transferring the Sale Assets and Assumed Liabilities to Buyer, free and clear of any and all Liens (other than Permitted Liens);

(b) a duly executed counterpart of the Assignment of Trademarks;

(c) a duly executed counterpart of the side agreement that details the terms and proposed adjustments to consideration paid to Seller with regard to Buyer Funding Targets;

(d) such other certificates, deeds, bills of sale, endorsements, assignments, affidavits, Tax certificates, and other good and sufficient instruments of sale, assignment, conveyance and transfer, as are reasonably requested by Buyer or its designees to effectively convey to Buyer or its designees good and marketable right, title and interest in and to all of the Sale Assets, free and clear of any and all Liens other than Permitted Liens;

(e) a certified copy of (i) the resolutions of the Board of Directors of Seller authorizing and approving this Agreement and all transactions and agreements contemplated hereby; (ii) the special resolutions of the shareholders of Seller, authorizing and approving this Agreement and all transactions and agreements contemplated hereby; (iii) the articles and by laws of each Seller; and (iv) a list of directors and officers of Seller authorized to sign this Agreement and any other documents required to be delivered hereunder;

(f) copies of all Required Consents;

(g) any documentation available for the use of the proprietary software of the Business;

(h) evidence that all inter-company obligations of Seller has been paid, satisfied, released and terminated;

(i) a certificate from an officer of Seller, given by such officer on behalf of Seller and not in his individual capacity, to the effect that the conditions set forth in Sections 8.1 through 8.4 have been satisfied;

(j) certificates and reports from the Governmental Entity in each jurisdiction of Seller as to the good standing and subsistence of Seller and compliance with all franchise Tax laws applicable to Seller;

(k) **intentionally omitted;**

(l) a completed non-foreign affidavit pursuant to Internal Revenue Code Section 1445(b)(2), if applicable;

(m) titles to the automobiles owned, used, held or intended for use by Seller in connection with the Business;

(n) a duly executed counterpart of the Buyer Manasse Note; and

(o) such other documents evidencing the existence and authority of Seller and Seller Representative to enter into this Agreement and the Transaction Documents and consummate the transactions contemplated hereby and thereby as Buyer may reasonably request.

3.7 Payment and Documents to be Delivered by Buyer. At the Closing, Buyer shall deliver:

(a) the Promissory Note;

(b) a duly executed counterpart of the side agreement that details the terms and proposed adjustments to consideration paid to Seller with regard to Buyer Funding Targets;;

(c) a duly executed counterpart of the Bill of Sale;

(d) duly executed counterparts of the Assignment of Trademarks;

(e) a duly executed counterpart of the Buyer Manasse Note;

(f) such other certificates, deeds, bills of sale, endorsements, assignments, affidavits, Tax certificates, and other good and sufficient instruments of sale, assignment, conveyance and transfer, as are reasonably requested by Seller or its designees which require the signature of the Buyer or of its designees, as applicable;

(g) a certificate from an officer of Buyer given by him on behalf of Buyer and not in his individual capacity, to the effect that the conditions set forth in Sections 9.1, through 9.4 have been satisfied;

(h) a certificate from the Governmental Entity in each jurisdiction of Buyer and its designees as to the good standing of Buyer and each of its designees;

(i) a certified copy of (i) the resolutions of the Board of Directors of Buyer authorizing and approving this Agreement and all transactions and agreements contemplated hereby; (ii) the articles and by laws of Buyer; and (iv) a list of directors and officers of Buyer authorized to sign this Agreement and any other documents required to be delivered hereunder; and

(j) such other documents evidencing the existence and authority of Buyer to enter into this Agreement and the Transaction Documents and consummate the transactions contemplated hereby and thereby as Seller may reasonably request.

3.8 Payment and Documents to be Delivered by Parent. At the Closing, Parent shall deliver:

(a) the Parent Common Shares;

(b) a certificate from an officer of Parent given by him on behalf of Parent and not in his individual capacity, to the effect that the conditions set forth in Sections 9.1, through 9.4 have been satisfied;

(c) a certificate from the Governmental Entity in each jurisdiction of Parent as to the good standing of Parent;

(d) a certified copy of (i) the resolutions of the Board of Directors of Parent authorizing and approving this Agreement and all transactions and agreements contemplated hereby; (ii) the articles and by laws of Parent; and (iv) a list of directors and officers of Parent authorized to sign this Agreement and any other documents required to be delivered hereunder; and

(e) such other documents evidencing the existence and authority of Parent to enter into this Agreement and the Transaction Documents and consummate the transactions contemplated hereby and thereby as Seller may reasonably request.

3.9 Documents to be Delivered by Melrose. At the Closing, Melrose will deliver to Buyer:

(a) a certified copy of (i) a consent from all of the members of Melrose, authorizing and approving this Agreement and all transactions and agreements contemplated hereby; (ii) the certificate of incorporation and operating agreement of Melrose; and (iii) a list of members and officers Melrose authorized to sign this Agreement and any other documents required to be delivered hereunder;

(b) a certificate from the Governmental Entity in each jurisdiction of Melrose as to the good standing of Melrose;

(c) a certificate from an officer of Melrose given by him on behalf of Melrose and not in his individual capacity, to the effect that the conditions set forth in Sections 8.1, through 8.4, to the extent that such conditions are applicable to Melrose, have been satisfied; and

(d) such other documents evidencing the existence and authority of Melrose to enter into this Agreement and the Transaction Documents and consummate the transactions contemplated hereby and thereby as Buyer may reasonably request.

3.10 Adjustment re: Cash to Remain with Seller. No later than ninety (90) days after the Closing Date, and in conjunction with the delivery of the Proposed Closing Net Working Capital Statement, Buyer will prepare and deliver to Seller an estimate of the adjustments to the cash or cash equivalents to be included as Excluded Assets under Section 2.2(a)(vi) (the "Cash Adjustment Estimate"). Within forty-five (45) days of receipt of the estimate Seller shall be permitted to deliver to Buyer a notice disputing the Cash Adjustment Estimate along with any Adjustment Notice to be delivered pursuant to this ARTICLE III. Buyer and Seller shall co-operate and settle on a final cash adjustment (the "Final Cash Adjustment") which shall be settled on a date that is not later than the date of delivery of the Closing Net Working Capital Statement. The cash and cash equivalents to be included as Excluded Assets and as set out in the Final Cash Adjustment shall not be less than $75,000 and shall not exceed $150,000. For the avoidance of doubt, the calculation of the Final Cash Adjustment shall not be dependent on the results of the calculation of the Closing Net Working Capital Statement.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER AND MELROSE

Seller and Melrose represent and warrant, jointly and severally, to Buyer and Parent as of the date hereof and the Closing Date (except to the extent such representations and warranties are expressly made as of an earlier date, in which case such representations and warranties are made as of such earlier date) as follows:

4.1 Organization; Authority; Binding Obligation; Capitalization.

(a) Seller is duly organized, validly existing and in good standing under Applicable Laws of the jurisdiction of its organization, and Seller has all requisite power and authority to conduct its businesses as presently conducted and as presently proposed by Seller to be conducted. Seller is duly qualified or licensed to transact business as a foreign entity and is in good standing (to the extent such concept is applicable in the applicable jurisdiction) in each jurisdiction that requires such qualification or license, except in such jurisdictions where the failure to be so qualified or licensed could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. Schedule 4.1(a) sets forth a complete and correct list of all jurisdictions in which Seller is organized and qualified or licensed to do business.

(b) Seller has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and the Transaction Documents. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which Seller will be a party has been duly authorized by all requisite action on the part of Seller.

(c) This Agreement has been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms (except as enforceability may be limited in the exercise of judicial discretion through the application of bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Applicable Laws of general applicability relating to or affecting creditors' rights). Each Transaction Document to which Seller is a party will, as of the time of execution and delivery of such Transaction Document, be duly executed and delivered by Seller and constitute a legal, valid and binding obligation of Seller, enforceable in accordance with its terms (except as enforceability may be limited in the exercise of judicial discretion through the application of bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Applicable Laws of general applicability relating to or affecting creditors' rights).

4.2 Noncontravention; Consents.

(a) Except as set forth on Schedule 4.2(a), neither the execution and delivery by Seller of this Agreement or any Transaction Document to which Seller is a party, nor the consummation by Seller of the transactions contemplated hereby or thereby, does or will: (i) violate or conflict with any provision of the articles of incorporation, certificate of formation, bylaws, operating agreement or other organizational document of Seller; (ii) violate or give rise to an increase or acceleration of any obligation under any Applicable Law, Permit or Order to which Seller is a party or by which Seller, the Business or any of the Sale Assets or Assumed Liabilities may be subject; (iii) constitute a violation or breach of, be in conflict with, constitute or create (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, increase or acceleration) of any obligation, or the loss or delay of any benefit, under any Material Contract; or (iv) result in the creation or imposition of any material Indebtedness or Liens upon or with respect to the Business or any of the Sale Assets.

(b) Except as set forth on Schedule 4.2(b), no Consents, Permits, registrations with, declarations before, notices to, or filings with, any Governmental Entity or third party are required (i) for execution and delivery of this Agreement or any Transaction Document or the consummation by Seller of the transactions contemplated hereby or by the Transaction Documents to which each is a party; (ii) to avoid the loss of any Permit or to avoid the violation, breach or termination of, or any default under, or the creation of any Lien under the terms of, any Applicable Law; or (iii) in order that the authority and ability of the Buyer to carry on the Business in the Ordinary Course of Business and in the same manner as presently conducted by the Seller remains in good standing and in full force and effect as of and following the consummation of the transactions contemplated by this Agreement or the Transaction Documents.

4.3 Title and Condition of Assets. Except as set forth on Schedule 4.3, Seller has good and marketable title to the Sale Assets and Buyer shall receive at Closing good and marketable title to the Sale Assets, free and clear of all Liens other than Permitted Liens. Seller has good leasehold title to those Sale Assets which they lease, and Buyer shall receive at Closing good leasehold title to all of such Sale Assets, free and clear of all Liens other than Permitted Liens. The tangible Sale Assets have been maintained in accordance with normal industry practice, and are in good operating condition and repair (subject to normal wear and tear).

4.4 Sufficiency. The Sale Assets, taken together with the services provided pursuant to the Transitional Service Agreement, include all Assets reasonably necessary to conduct the Business as presently conducted. Schedule 4.4 sets forth a list of the Sale Assets (by category described in Section 2.1) owned, leased or held for use by Seller as of the date hereof. No Person has any agreement, option, understanding or commitment, or any right or privilege (whether by law, or by any pre-emptive or other contractual right) capable of becoming an agreement, option or commitment for the purchase or other acquisition from Seller of any of the Sale Assets.

4.5 Equipment. Set forth on Schedule 4.5 is a true and correct list of all material machinery, equipment, furnishings, fixtures, office equipment (including computers, laptops, printers, wireless devices and telephone handsets), motor vehicles, and other supplies and spare and repair parts, stores and other tangible personal property (whether owned or leased) (including telecommunications, information technology and networking hardware) or otherwise used, held or intended for use in or related to the conduct of the Business (the "Equipment") as of the date hereof and the location where such items are situate.

4.6 Inventory. The Inventory is of a quality and quantity that is usable and saleable in the Ordinary Course of Business consistent with past practice, subject to the reserve for Inventory writedown reflected on the Most Recent Balance Sheet, which is a normal and customary allowance in the industry for damage and outdated items. All items included in the Inventory are the property of Seller, have not been pledged as collateral, are not held by Seller on consignment from others and conform in all material respects to all standards applicable to such Inventory or its use or sale imposed by Governmental Entities. The level of Inventory is consistent, in the aggregate, with that maintained by the Business prior to the date of this Agreement in accordance with the Ordinary Course of Business.

4.7 Financial Statements; Internal Controls Over Financial Reporting.

(a) Schedule 4.7 sets forth the annual balance sheets and the related annual statements of income of the Seller as of and for each of the twelve-month periods ended December 31, 2017 and December 31, 2016 (the "Annual Financial Statements") as well as the unaudited balance sheet (the "Most Recent Balance Sheet") and statement of income of the Seller as of and for the two month period ended February 28, 2018 (the "Interim Financial Statements"), and collectively with the Annual Financial Statements, the "Financial Statements"). The Financial Statements present fairly, in all material respects, the assets, liabilities, revenues, earnings and the financial position of the Seller as of such dates and the results of operations and cash flows for each of the three years ended and the two month period ended February 28, 2018, in accordance with GAAP consistently applied (subject, in the case of the Interim Financial Statements, to the absence of notes and normal year-end adjustments that are not material in the aggregate). The Financial Statements are prepared from, and consistent with, the books and records of the Seller and are accurate and complete in all material respects. All financial transactions of the Seller have been properly recorded in the books and records of the Seller, which have been maintained in accordance with sound business and financial practice. The books and records of the Seller, all of which have been or shall be provided to the Buyer, are complete and accurate records of the information purported to be reflected therein.

(b) Seller has established and maintains (i) internal controls over financial reporting, which is designed to provide reasonable assurance regarding the reliability of financial reporting of the Business and the preparation of financial statements for external purposes in accordance with GAAP and (ii) disclosure controls and procedures, which are designed to ensure that all material information required to be disclosed by Seller pursuant to Applicable Law is accumulated and communicated to management of the Business, as appropriate to allow timely decisions regarding required disclosure. No information, records, systems, controls or data pertaining to or required for the operation or administration of the Business are recorded, stored, maintained by, or are otherwise dependent upon, any computerized or other system, program or device that will not be available to the Buyer after Closing.

(c) Except as set forth in Schedule 4.7(c), Seller is not required to provide any letters of credit, bonds or other financial security arrangements in connection with any current transactions with the suppliers or customers of the Business.

4.8 Accounts Receivable. Each of the Receivables (a) represents a *bona fide* arm's length sale in the Ordinary Course of Business, (b) constitutes a good, valid, enforceable and fully collectible claim of Seller, free and clear of all Liens, (c) is not subject to any material claim or setoff or other defense or counterclaim, other than warranty claims incurred in the Ordinary Course of Business and (d) can legally be transferred in accordance with its terms.

4.9 Events Subsequent to Most Recent Financial Statements. Except as set forth in Schedule 4.9, since December 31, 2017, there has not been any Material Adverse Effect, the Business has been carried on in the Ordinary Course of Business and without limiting the generality of the foregoing, since December 31, 2017:

(a) no third party has accelerated, terminated, made material modifications to, or canceled any Material Contract to which Seller is a party or by which Seller is bound;

(b) Seller has not experienced any material damage, theft, destruction or loss (whether or not covered by insurance) to any Sale Assets;

(c) there has not been any strike, work stoppage or slowdown;

(d) there has not been any temporary or permanent termination or closure of any facility;

(e) Seller has not waived, cancelled or written off any rights, claims, Receivable or any amounts payable to it;

(f) Seller has not entered into any transaction, contract, agreement or commitment, except in the Ordinary Course of Business;

(g) Seller has not purchased, leased or otherwise acquired any Assets, except in the Ordinary Course of Business, or has merged or consolidated with any entity or acquired any interest in any business or entity (whether by purchase of Assets, purchase of stock, merger or otherwise);

(h) Seller has not effected any recapitalization or reorganization;

(i) Seller has not sold, leased, licensed, transferred, encumbered or otherwise disposed of any of the Sale Assets or any interests therein, other than Permitted Liens or Assets used, consumed, replaced or sold in the Ordinary Course of Business;

(j) Seller has not created, incurred, endorsed, assumed, otherwise become liable for or suffered to exist any Indebtedness or guaranteed any such Indebtedness, other than Indebtedness in favor of the Buyer;

(k) Seller has not incurred any Liability, except Liabilities incurred in the Ordinary Course of Business, none of which is materially adverse to the Business;

(l) Seller has not changed any of the accounting principles or practices used by it in the preparation of the Financial Statements or revalued or reclassified in any material respect any of the Sale Assets or the Assumed Liabilities, including write-ups or write-downs of Assets, except as required by GAAP;

(m) Seller has not changed its pricing policies or credit practices, the rate or timing of its payment of accounts payable or its collection of accounts receivable or changed its earnings accrual rates on any Contracts to which it is a party or by which it is otherwise bound, except as required by GAAP;

(n) Seller has not has entered into or renewed any Contract with or engaged in any transaction with any Affiliate for which Buyer could have any Liability;

(o) Seller has not made any capital investment in, or any loan to, any other Person;

(p) Seller has not, except for the purchase of supplies in the Ordinary Course of Business, made any capital expenditures or commitments for capital expenditures, either involving more than $10,000, or outside the Ordinary Course of Business;

(q) Seller has not made, rescinded or changed any material Tax election, settled or compromised any material Tax Liability, filed any amendment to a Tax Return, settled any material claim or material assessment in respect of Taxes or consented to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes,;

(r) Seller has not settled or compromised any material pending or threatened Legal Proceeding, in any way which would have any adverse impact upon, or create any Liability, for Buyer or the Business;

(s) Seller has not, except as may be required by Applicable Law or the terms of an existing Contract, (A) granted any severance, retention or termination pay to, or amended any existing severance, retention or termination arrangement with, any current or former manager, officer, consultant or Employee of the Business, (B) increased or accelerated the payment or vesting of benefits payable under any existing severance, retention or termination pay policies or employment agreements for any current or former manager, officer, consultant or Employee of the Business, (C) entered into or amended any employment, consulting, deferred compensation or other similar agreement with any current or former manager, officer, consultant or Employee of the Business, other than execution of Seller's standard employment terms and conditions by new Employees in the Ordinary Course of Business, (D) established, adopted or amended (except as required by Applicable Law) any collective bargaining agreement, bonus, profit-sharing, thrift, pension, retirement, post-retirement medical or life insurance, retention, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement (including any Plan) covering any present or former manager, director, officer, consultant or Employee, or any beneficiaries thereof, of the Business, (E) undertaken any employee layoffs, except in the Ordinary Course of Business, or (F) increased the compensation, bonus or other benefits payable or to become payable to any current or former manager, officer, consultant or Employee of the Business, except for salary or wage increases payable or to become payable to Employees who are not managers, officers or directors as a result of annual merit cycle increases provided in the Ordinary Course of Business which do not exceed 0%, in the aggregate, of the amount of the aggregate salary compensation payable to all of such Employees prior to such increase; and

(t) Seller has not authorized, agreed or otherwise become committed to do any of the foregoing.

4.10 Undisclosed Liabilities. The Seller does not have any Liabilities, except for (a) Liabilities set forth on the Most Recent Balance Sheet and Liabilities accruing after the date of the Most Recent Balance Sheet of the type that would be required to be set forth thereon if accrued as of such date, none of which is a Liability in respect of any breach, tort, violation of law or infringement, (b) Liabilities arising under Contracts, none of which is a Liability for breach or default thereof, and (c) the Excluded Liabilities for which Seller will provide indemnification in accordance with the provisions of this Agreement.

4.11 Compliance with Applicable Laws. Except as set forth on Schedule 4.11:

(a) Seller is, and at all times since December 22, 2015 has been, in compliance in all material respects with each Applicable Law to which it, the Business or the Sale Assets or Assumed Liabilities is or may be subject. Seller has all Permits required to carry on the Business in compliance in all material respects with all Applicable Laws, and no suspension, cancellation or termination is pending, threatened in writing, or, to the Knowledge of Sellers, otherwise threatened.

(b) Without limiting the generality of the foregoing, Seller has at all times been and is in compliance with all Canadian and United States laws pertaining to anti-corruption and trade, including without limitation, the Corruption of Foreign Officials Act (Canada) and the Foreign Corrupt Practices Act (United States), export controls and economic sanctions laws, customs laws, the Defence Production Act (Canada) and other trade-related and anti-bribery laws, including all other Applicable Laws that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other Person, (collectively "Trade-related Laws"). Seller has made available to the Buyer all information (including voluntary disclosures, internal and external memoranda and reports) on any investigation, audit, enforcement action, settlement or review involving Seller related to its compliance with applicable Trade-related Laws.

(c) Neither Seller nor, to the Knowledge of Sellers, any of their respective managers, officers, directors, employees or agents (including sales representatives and consultants) or other Person acting on behalf of Seller (i) has used any corporate or other funds for unlawful contributions, gifts, entertainment or other unlawful expenses relating to political activity, (ii) has made, offered, authorized or accepted any unlawful payment to or from foreign or domestic government officials or to or from foreign or domestic political parties or campaigns or violated any provision of any trade-related Laws, (iii) has made, offered, authorized or accepted any other unlawful payment, contribution, expenditure or gift, whether to solicit business from a customer, in respect of the receipt of services from a supplier or otherwise; (iv) is or has been subject to any actions, suits, inquiries, audits, investigations (including internal investigations) or any other proceedings relating to trade-related Laws and there are no such proceedings ongoing, or, to the Knowledge of Sellers, pending or threatened, involving any of them; or (v) has received any written inquiry from any Governmental Entity involving any alleged or potential violation of trade-related Laws.

(d) Seller maintains adequate internal controls and procedures to ensure compliance with Trade-related Laws including procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain.

(e) Seller is in compliance with all United States and other foreign import and export Applicable Laws, including those specified in the U.S. Export Administration Act and U.S. Export Administration Regulations. Seller has not violated any United States or other foreign import or export laws, made a voluntary disclosure with respect to violations of such Applicable Laws or, to the Knowledge of Sellers, been the subject of an investigation or inquiry or subject to civil or criminal penalties imposed by a Governmental Entity with respect to such Applicable Laws.

(f) (i) To the Knowledge of the Sellers, (i) Seller is in compliance with all applicable data protection, data use and transfer and data privacy requirements under Applicable Law, including all Applicable Laws relating to the collection, handling, use, and disclosure of Personal Information; and (ii) since December 22, 2015 there has been no (A) material loss or theft of data or security breach relating to data used in the Business; (B) violation of any security policy regarding any such data; (C) unauthorized access or unauthorized use of any data; or (D) unintended or improper disclosure of any Personal Information in the possession, custody or control of Seller or contractor or agent acting on behalf of the Business.

(g) Seller has not had and, to the Knowledge of Sellers, no director, officer, agent, employee or affiliate of any Seller has had any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC") imposed upon such Person; and Seller, to the Knowledge of the Sellers, is not in violation of any of the economic sanctions of the United States administered by OFAC or any Applicable Law or executive order relating thereto (the "U.S. Economic Sanctions") or conducting business with any Person subject to any U.S. Economic Sanctions.

4.12 Tax Matters.

(a) Seller has timely filed all Tax Returns that it was required to file, all such Tax Returns were correct and complete in all material respects and all Taxes owed by Seller have been timely paid in full.

(b) There are no Liens for Taxes upon Sale Assets and no event has occurred with which the passage of time or the giving of notice, or both, could reasonably be expected to result in a Lien for Taxes on any Sale Assets.

(c) Seller has not waived any statute of limitations with respect to Taxes, or agreed to any extension of time with respect to a Tax assessment or deficiency, with respect to the Business or the Sale Assets.

(d) Except as set forth in Schedule 4.12(d), Seller has not been notified in writing of any Tax Authority's intent to open an audit or other review, to propose an adjustment of Taxes or to claim that Seller is subject to Tax in a jurisdiction in which it does not file Tax Returns. Seller has not received notice in writing of any claim made by a Tax Authority in a jurisdiction where a Seller does not file a Tax Return, that Seller is or may be subject to taxation by that jurisdiction, where such claim has not been resolved favorably Seller.

(e) There are no outstanding Orders, rulings or requests for rulings with any Tax Authority with respect to the Business or the Sale Assets.

(f) None of the Sale Assets: (i) is property that Seller is required to treat as being owned by any other Person pursuant to the "safe harbor lease" provisions of former Section 168(f)(8) of the Code; (ii) is required to be depreciated under the alternative depreciation system under Section 168(g)(2) of the Code; or (iii) is "tax-exempt use property" within the meaning of Section 168(h) of the Code.

(g) None of the Assumed Liabilities (i) is an obligation to compensate any Person for excise or other additional Taxes arising under Code Section 409A or any similar provision of Applicable Law or (ii) will not be deductible under Section 280G or 162(m) of the Code.

(h) Seller has withheld (or will withhold) from its respective employees, independent contractors, creditors, stockholders and third parties and timely paid to the appropriate Governmental Entity proper and accurate amounts in all respects for all periods ending on or before the Closing Date in compliance with all applicable information reporting and Tax withholding and remitting requirements under Applicable Law.

4.13 Intellectual Property.

(a) Schedule 4.13(a) sets forth a true and complete list of (i) all registered Purchased Intellectual Property, and (ii) all applications for such registrations, in each case as of the date hereof. As to each item, Schedule 4.13(a) specifies, as applicable, the owner of such item, the jurisdictions in which such item is issued or registered or in which an application for issuance or registration has been filed, and the issuance, registration or application numbers and dates with respect to such item, in each case. The Purchased Intellectual Property, together with all Intellectual Property licensed to Seller pursuant to a written Contract (other than unmodified, commercially available, off-the-shelf computer software for which the Business has paid or is obligated to pay less than $1,000 in the aggregate) (the "Licensed Intellectual Property"), includes all of the Intellectual Property owned, used or intended for use by Seller in connection with the Business or otherwise necessary to conduct the Business as currently operated or as required to be operated in the Ordinary Course of Business as of the Closing Date to fulfill any valid and outstanding proposals issued by Seller. Schedule 4.13(a) sets forth a true and complete list of all Licensed Intellectual Property as of the date hereof. All filings, payments, and other actions required to be made or taken to maintain each item of registered Purchased Intellectual Property in full force and effect have been made by the applicable deadline, except in regard to registered Purchased Intellectual Property that the Business in its reasonable judgment has determined to abandon or permit to lapse. Seller has previously made available to Buyer correct and complete copies of each Contract set forth or required to be set forth on Schedule 4.13(a). Seller is not a party to or bound by any Contract restricting the ability of Seller or any successor to or assignee from Seller to use and exploit all such Seller's rights in the Purchased Intellectual Property. Seller has not granted any license or other rights to any other Person in respect of the Purchased Intellectual Property except in the Ordinary Course of Business.

(b) The operation of the Business as currently conducted does not, and the continued operation by Buyer of the Business as currently conducted (including the development, sale or license of the products and services of the Business) shall not, infringe, dilute, misappropriate or otherwise make any unlawful or unauthorized use of any Intellectual Property of any Person. Seller has not interfered with, infringed upon, misappropriated, or violated any Intellectual Property of any Person, and none of the directors or officers of Seller has ever received any charge, complaint, claim, demand, or notice alleging any such infringement, misappropriation or unlawful or unauthorized use or contesting the right of Seller to use any of the Purchased Intellectual Property or Licensed Intellectual Property (including any claim that Seller must license or refrain from using any Intellectual Property rights of any third party). Seller has not received any unsolicited offers to obtain a license to Intellectual Property owned by another Person. To the Knowledge of Sellers, no other Person is infringing, misappropriating or otherwise making any unlawful or unauthorized use of any Purchased Intellectual Property, or any Licensed Intellectual Property for which Seller has the right to enforce. Seller has not sent a notice in writing alleging any infringement, misappropriation, unlawful or unauthorized use of any Purchased Intellectual Property, or any Licensed Intellectual Property for which Seller has the right to enforce, except as disclosed in Schedule 4.13(a).

(c) Except as set forth on Schedule 4.13(a), Seller owns solely and exclusively, and has the right to assign, all right, title and interest in and to the Purchased Intellectual Property, free and clear of all Liens, and the assignment of such rights hereunder is an ancillary and subordinate part of a good-faith assignment of the Business pursuant to the transaction contemplated hereby. Immediately subsequent to the Closing, the Purchased Intellectual Property shall be owned and available for use and assignment and recordation by Buyer in the same manner in which Seller owned and used the Purchased Intellectual Property immediately prior to the Closing, and the Licensed Intellectual Property shall be licensed to and available for use by Buyer in the same manner in which Seller owned and used the Licensed Intellectual Property immediately prior to the Closing, in each case without the imposition or creation of any additional obligations, restrictions or limitations (including the grant of any licenses or covenants not to sue). None of the Purchased Intellectual Property is subject to any outstanding Order, and no action, suit, proceeding, hearing, investigation, opposition, interference, reissue, reexamination, charge, complaint, claim or demand is pending or, to the Knowledge of Sellers, threatened which challenges the legality, validity, enforceability, use, or ownership of any Purchased Intellectual Property or opposes or attempts to cancel any rights of the Business in or to any Purchased Intellectual Property. The Business has not agreed to indemnify any Person for or against any infringement, misappropriation, or other unlawful or unauthorized use of Intellectual Property.

(d) Seller has taken all steps reasonably necessary to maintain and protect all of the Purchased Intellectual Property so as not to adversely affect the validity or enforceability thereof, and, to the Knowledge of the Sellers, no loss or expiration of any of the Purchased Intellectual Property is threatened, pending or reasonably foreseeable, except for Intellectual Property expiring at the end of its statutory term (and not as a result of any act or omission by an Seller, including a failure to pay any required maintenance fees). Seller has not disclosed any Purchased Intellectual Property of a confidential nature (including trade secrets, source codes, object codes and internal technical documentation) to any Person not employed by any Seller, and Seller is not subject to any Contract or obligation that would require such disclosure. None of the Purchased Intellectual Property has been adjudged invalid or unenforceable. For all Purchased Intellectual Property that is covered or evidenced by an application or registration of any kind in any country, recorded title to such application or registration has been updated to and is in the name of Seller as of the Closing Date.

(e) All software owned by Seller in connection with the Business performs substantially in conformance with its documentation. Seller in connection with the Business has taken commercially reasonable efforts to implement appropriate policies to prevent the introduction of any Self-Help Mechanism or Unauthorized Code into such software. To the Knowledge of Sellers, no person has gained unauthorized access to such software. None of the software owned by, or developed by or for the benefit of, Seller in connection with the Business (including software included in the Purchased Intellectual Property) contains or requires use of any "copyleft" or "open source" code, shareware or other software that is made generally available to the public without requiring payment of fees or royalties or does or may require disclosure, distribution or licensing of any such software.

(f) Seller is not required to make or accrue any royalty or other payment to any third party in connection with the Business or the Purchased Intellectual Property.

(g) The Computer Systems function, operate, process and compute in accordance with the Seller's needs in the Ordinary Course of Business. Seller has taken reasonable steps and implemented reasonable procedures to ensure that the Computer Systems are free from viruses and disabling codes and devices. Seller has in place appropriate backup systems to help to ensure the continuing availability and functionality provided by the Computer Systems in the event of any malfunction or other form of disaster affecting the Computer Systems and has taken reasonable steps and implemented reasonable procedures to safeguard its Computer Systems and restrict unauthorized access thereto. None of the source codes for proprietary software constituting part of the Computer Systems are subject to escrow arrangements that would enable the Buyer to have access to such source codes in the event of the applicable licensor's insolvency or failure or refusal to maintain or provide support for the software.

4.14 Contracts.

(a) Schedule 4.14(a) lists each Contract of the following type (whether written or oral) by which Seller in connection with the Business is a party or otherwise bound (each, a "Material Contract") as of the date hereof:

(i) any agreement pursuant to which the Business (A) uses the Licensed Intellectual Property, (B) incorporates any Intellectual Property of any other Person in any of its products, (C) granted or agreed to grant any other Person the right to use any material Intellectual Property, (D) developed or had developed any material Intellectual

Property, or (E) assigned or agreed to assign ownership of any material Intellectual Property;

(ii) any distributor, employment, severance or retention Contract, any sales, advertising or manufacturer's representative Contract, or any consultant, representative, franchise, development broker or sales agent Contract;

(iii) any bailment, consignment, repurchase or other similar arrangement, including as may relate to Inventory, Equipment or other Assets of any customer, supplier or third party.

(iv) any Contract for the purchase of materials, components, supplies, equipment or services under which the Business has paid or was required to pay more than $10,000 in either of the last two prior fiscal years or which is expected to involve payment by the Business of more than $10,000 in the current or any future fiscal year;

(v) any Contract for the purchase of materials, components, supplies, equipment or services, (A) pursuant to which the Business has agreed to purchase, or for the last fiscal year has in fact purchased, all of its requirements for the goods and/or services in question or (B) which contains minimum volume or dollar guarantees or commitments or which otherwise limit the purchasing or selling relationship of the Business or any customer licensee or lessee thereof;

(vi) any Contract for the purchase of materials, components, supplies, equipment, or services under which any Person or Persons (other than a division, unit or Affiliate of the Business) have paid or was required to pay the Business more than $10,000 in the current or any of the last two prior fiscal years or which is expected to generate payments to the Business of more than $10,000 in the current or any future fiscal year;

(vii) any Lease or any Contract involving the lease of personal property;

(viii) any Contract requiring capital expenditures by the Business in excess of $10,000 or any Contracts requiring capital expenditures which, in the aggregate, exceed $10,000;

(ix) any (A) trust indenture, mortgage, promissory note, loan agreement or other Contract for the borrowing of money, or any Contract or agreement of guarantee, surety, support, indemnification, assumption or endorsement of, or any similar commitment by the Business to become liable for the obligations or other Liabilities of any other Person, (B) offset, countertrade or barter agreement or any Contract limiting the freedom of the Business to engage in any line of business or activity, sell or acquire any product or perform or receive any service, compete or otherwise conduct business anywhere in the world, solicit any employees, disclose any information otherwise permitted to be disclosed under Applicable Law or develop, use, sell or license any Intellectual Property, or which, following the Closing, would reasonably be expected to so limit Buyer, or (C) letter of credit, bond or other indemnity (including letters of credit, bonds or other indemnities as to which the Business is the beneficiary, but excluding endorsements of instruments for collection of accounts receivable in the Ordinary Course of Business);

(x) any power of attorney affecting the Business;

(xi) any Contract or agreement providing for severance payments, divestiture incentives or other additional rights or benefits in the event of the sale of the Business;

(xii) any union or collective bargaining agreement;

(xiii) any teaming, alliance, partnership or joint venture Contract affecting the Business;

(xiv) any Contract between Seller in connection with the Business, on the one hand, and any Subsidiary or Affiliate, or family member of such Affiliate, of Seller in connection with the Business, on the other hand;

(xv) any Contract or option relating to the acquisition or sale by the Business of any material asset or group of Assets, or any other ownership interest in, any Person, or pursuant to which any Lien has been or (upon the occurrence of any specified event would be) imposed on any such assets or ownership interests;

(xvi) any indemnification or other similar agreement pursuant to which the Business is or could become obligated to indemnify or hold harmless any other Person (other than those set forth on Schedule 4.16(a));

(xvii) any Contract containing (x) a most-favored-nation, best pricing or other similar term or provision by which another party to such Contract is or could become entitled to any benefit, right or privilege which, under the terms of such Contract, must be at least as favorable to such party as those offered to another Person or (y) any Contract containing a requirement to deal exclusively with or grant exclusive rights or rights of first refusal to any customer, vendor, supplier, distributor, contractor or other party;

(xviii) any settlement agreement with any Governmental Entity or third party entered into within the twelve months preceding the date hereof or pursuant to which there are any outstanding obligations on Seller with respect to the Business;

(xix) any Contract requiring the consent of any other Person to the transfer or sale by Seller of all or substantially all of Seller's assets related to the Business;

(xx) any Contract imposing any restriction on the right or ability of the Seller, or to the Knowledge of Sellers, any employees thereof to (A) compete with, or solicit the services or employment of, any other Person; (B) sell any product or other asset, or perform services anywhere in North America; (C) acquire any product, other asset or any services from any other Person, sell any product or other asset to or perform any services for any other Person, or transact business or deal in any other manner with any other Person; (D) disclose any information otherwise permitted to be disclosed under applicable Law; or (E) which, following the Closing, might so limit Buyer; and

(xxi) any other Contract that is material to the Business or the financial condition of the Business or which is outside the Ordinary Course of Business.

(b) Seller has delivered to Buyer true and complete copies of each Material Contract. Except as set forth on Schedule 4.14(b), with respect to each Material Contract (other than a Material Contract which is an Excluded Asset): (i) the Material Contract is legal, valid, binding and enforceable in accordance with its terms by Seller and, to the Knowledge of Sellers, by the other contracting party thereto, and is in full force and effect and will continue to be legal, valid, binding and enforceable, and in full force and effect, on identical terms immediately following the consummation of the transactions contemplated hereby (assuming the receipt of the Consents set forth on Schedule 4.2(a)), (ii) neither Seller nor, to the Knowledge of Sellers, any other party is in breach or default of the Material Contract, and, to the Knowledge of Sellers, (A) no event has occurred which with notice or lapse of time or both would constitute a breach or default, or permit termination, modification, or acceleration of the Material Contract and (B) no party has notified Seller of any intention to terminate, modify or curtail the purchase or sale of products or services under (other than modifications in the Ordinary Course of Business that do not adversely affect the Business or modifications contemplated by this Agreement) or accelerate any Material Contract, (iii) no party has repudiated in writing, or to the Knowledge of Sellers, otherwise repudiated in a manner reasonably communicated to the management of Seller, any provision of the Material Contract and (iv) Seller has not waived any material rights under the Material Contract, except in the Ordinary Course of Business.

4.15 Legal Proceedings

Except as set forth on Schedule 4.15, there is no Legal Proceeding pending or, to the Knowledge of Sellers, threatened, before any Governmental Entity, or before any mediator or arbitrator of any nature, brought by or against Seller involving, affecting or relating to any of the Sale Assets, the Business, or the transactions contemplated by this Agreement or the Transaction Documents nor, to the Knowledge of the Sellers, are there grounds on which any such Legal Proceeding might be commenced with any reasonable likelihood of success. Seller, the Business or any Sale Asset is not subject to, or, to the Knowledge of Sellers, under threat of, any Order which affects any of the Sale Assets or the Business, or which would interfere with impair, delay or prohibit the transactions contemplated by the Transaction Documents.

4.16 Product Warranty; Products Liability.

(a) Schedule 4.16(a) sets forth (i) the standard terms and conditions with respect to Products sold and Services rendered by the Business and (ii) lists all Contracts with material deviations from the warranties and guaranties contained in such standard terms and conditions in any of the Purchased Contracts.

(b) (i) There is currently no pending, and since December 22, 2015, there has not been any actual or, to the Knowledge of Sellers, threatened Claim, action, suit, proceeding, arbitration or investigation and the Seller has no Liability with respect to (A) any product manufactured, distributed, sold or offered for sale by the Business or Seller ("Product"), (B) any service provided by or on behalf of the Business or Seller ("Service"), (C) any product liability or any similar claim with respect to any Product or Service, or (D) any claim for the breach of any express or implied warranty or any similar claim with respect to any such Product or Service other than standard warranty obligations (to replace, repair or refund) made by the Business in the Ordinary Course of Business to Buyers of Product or Service; (ii) since December 22, 2015 there has not been any actual or alleged material defect in the manufacture, design, materials or workmanship relating to any Product or Service; and (iii) except as set forth in Schedule 4.16(b), there is currently no pending, and since December 22, 2015, there has been no pending or, to the Knowledge of Sellers, threatened voluntary or compulsory recall, market withdrawal, safety alert, investigation or any other similar notice or action relating to any alleged defect or violation, or lack of safety or efficacy of any Product or of any goods or products of any direct or indirect customer of the Business into which any Product has been incorporated. Since December 22, 2015, each of the products produced or sold by Seller in connection with the Business conforms in all material respects to any material promises or affirmations of fact made on the container, label or documentation for such products or in written materials delivered in connection with its sale. Each of such products contains adequate warnings, presented in a reasonably prominent manner, in accordance with Applicable Laws.

(c) Except as set forth on Schedule 4.16(c), Seller in connection with the Business has obtained all required material product registrations, accreditations and other material certifications required by Applicable Law for it to manufacture, fabricate, sell or distribute (as applicable) its Products and conduct its Business (collectively, "Product Certifications") in the jurisdictions in which Seller manufactures, fabricates, sells and/or distributes Products or conducts Business, and Seller, to the Knowledge of the Sellers, has otherwise complied in all material respects with Applicable Laws and applicable published Canadian, U.S. and other foreign safety standards and certifications applicable to the products of the Seller in connection with the Business. No written notice has been received by Seller alleging the failure to hold any Product Certification or fail to comply in any material respect with any applicable government electrical and emissions standards and marking requirements.

(d) Seller is not party to, bound by or subject to any Contract, and Seller has not, within three years prior to the date hereof, entered into any Contract with any customer of the Business which would require Seller to repurchase any products sold to any customer or to adjust any price or grant any refund, discount or other concession to any customer, except as provided by the terms of nay warranty in such Contract.

4.17 Employees; Labor Matters.

(a) Schedule 4.17(a) contains a list of all of the persons employed by Seller in the Business (the "Employees") as of the date hereof, showing for each his or her name, job title or description, service date, legal employer, physical location, birth date, employment status (including leave type if on a leave of absence), employment type, status as a full-time or part-time Employee, salary level (including any bonus, commission, incentive or deferred compensation arrangements other than any such arrangements under which payments are at the discretion of the Business and for which a pattern of payment has not been established). Except as set out in Schedule 4.17(a), no Employee is on long-term disability leave, extended absence or receiving benefits pursuant to any workplace safety or compensation legislation of any jurisdiction. Schedule 4.17(a) also contains a list of all of the persons engaged by Seller in the Business on a contract, consulting or agency basis and a list of the Contracts pursuant to which such persons are retained. To the Knowledge of Sellers, no Employee or group of Employees has any plans to terminate employment with Seller or enter into any business that would compete with or would be similar to the Business. Since January 1, 2017, no employee of Seller associated with the Business has been promoted, reassigned, transferred or rehired to any other business of Seller except in the Ordinary Course of Business and as disclosed on Schedule 4.17(a). There are no outstanding loans or advances made or granted by Seller to any Employee, contractor, consultant or agent, except for travel or other expense advances and computer acquisition loans made to Employees in the Ordinary Course of Business.

(b) Other than as disclosed on Schedule 4.17(b), Seller is not a party to or bound by any collective bargaining agreement with respect to the Employees of the Business, and there are no labor or collective bargaining agreements, labour contracts, letters of understanding, letters of intent, voluntary recognition agreements or other commitment to any labour union, trade union, employee association or similar entity that otherwise pertain to Employees of the Business or contractors, consultants or agents rendering services in connection with the Business. The Business has not experienced any, and to the Knowledge of Sellers, there are no threatened, strikes, lockouts, slowdowns, arbitrations, grievances, discrimination or harassment charges, claims of unfair labor practices or other collective bargaining disputes, nor have there been any material labour disturbances within the five (5) years preceding the date of this Agreement. Within the past five (5) years, there has been no organizational effort being made or threatened, and, to the Knowledge of the Sellers, there is currently no organizational effort made or threatened by or on behalf of any labor union, trade union, employee association or similar entity with respect to Employees of the Business. Seller is not currently conducting negotiations with any labour union, trade union, employee association or similar entity. No Employees are represented by a works council or required to be represented by a works council.

(c) With respect to the Business, Seller is, and has been, in compliance, in all material respects, with all Applicable Laws respecting employment and employment practices (including all immigration laws of the United States and any other jurisdiction in which any of the Employees are located), terms and conditions of employment, wages, hours of work, employment or labour standards, collective bargaining, labour or industrial relations, pension benefits, human rights, pay equity, employment equity, workers' compensation or workplace safety and insurance, employer health tax, employment or unemployment insurance, income tax withholdings, or occupational health and safety, and is not engaged in any unfair labor practice.

(d) Schedule 4.17(d) lists all Employees who are employed in the Business pursuant to an Employment Agreement as of the date hereof. No verbal agreement or provision contained in an employment offer letter to an Employee creates an employment relationship or condition that is not terminable on reasonable notice in accordance with Applicable Law.

(e) There are no claims pursuant to any Applicable Laws related to the Employees or former employees of the Business, including employment standards, human rights, labor relations, occupational health and safety, workers' compensation or pay equity. To the Knowledge of Sellers, nothing has occurred that would reasonably be expected to lead to a claim under any such Applicable Law. There are no pending nor, to the Knowledge of Sellers, threatened, claims under any such Applicable Laws. There are no outstanding decisions, Orders or settlements which place any obligation upon Seller to do or refrain from doing any act related to the Business.

(f) All current assessments under workers' compensation legislation in relation to the Seller have been paid or accrued by a Seller. Seller has not been or is subject to any additional penalty assessment under such legislation that has not been paid or has been given notice of audit. Moreover, Seller's accident cost experience is such that there is no pending nor, to the Knowledge of Sellers, potential, penalty assessments, experience rating changes, or claims that could adversely affect Seller's premium payments or accident cost experience or result in additional payments by Seller.

(g) All obligations of Seller as of the Closing Date in respect of Transferred Employees for vacation pay and banked vacation entitlement, holiday pay, overtime pay or time-off entitlement, sick pay or banked sick leave, premiums for employment or unemployment insurance, employer health tax, accrued employee compensation and benefit plan payments or premiums will have been either paid or discharged as of the Closing Date or accrued and reflected in the Closing Net Working Capital.

4.18 Employee Benefits.

(a) Schedule 4.18(a) sets forth a current, accurate and complete list and brief description of all pension, retirement, cash balance, money purchase, savings, profit sharing, annuity, deferred compensation, bonus, commission, incentive (including cash, stock option, stock bonus, stock appreciation, phantom stock, restricted stock and stock purchase), medical, dental, vision, hospitalization, long-term care, prescription drug and other health, employee assistance, cafeteria, flexible benefits, life insurance, short and long term disability, vacation pay, severance pay, termination or redundancy indemnities, other welfare and fringe benefit and similar plans, programs, understandings, arrangements or agreements, including all employee benefit plans as defined in Section 3(3) of ERISA (collectively, "Plans"), that are sponsored or maintained by Seller for Employees of the Business as of the Closing Date, officers, directors or consultants of the Business, whether written or oral, direct or indirect, or actual or contingent (the "Seller Plans"). Seller Plans listed on Schedule 4.18(a) identify the relevant country and legal employer to which the Plan applies.

(b) Schedule 4.18(b) sets forth a current, accurate and complete list of all oral or written employment, termination, severance, change in control, bonus, equity, incentive, retention, non-solicitation, non-competition or consulting agreements, contracts, arrangements or understandings with any current or former Employee, officer, director or consultant of the

Business under which Seller has or may have any Liability ("Employment Agreement") as of the date hereof.

(c) Seller has delivered to Buyer current, accurate and complete copies of (i) each Seller Plan and Employment Agreement and all amendments thereto; provided, that if such Seller or Employment Agreement has not been reduced to writing, a summary of the material terms of each such plan or Employment Agreement, including all amendments thereto, (ii) all trust agreements, insurance contracts, investment management agreements, investment advisory agreements, administrative services agreements or similar agreements maintained in connection with any Seller Plan or Employment Agreement, and (iii) the summary plan description for each Seller Plan, or, if one does not exist, any similar Employee summary (including any Employee handbook description).

(d) Seller Plans have been maintained and operated, in all material respects, in accordance with their terms and with all provisions of Applicable Laws.

(e) There have been no Prohibited Transactions with respect to any Seller Plan, no fiduciary has any Liability for breach of fiduciary duty or any other failure to act or comply in connection with the administration or investment of the Assets of Seller Plan and no such Plan holds as Assets any security of Seller.

(f) Seller on behalf of the Business, or affiliate within the meaning of Section 414(b), (c), (m) or (o) of the Code and the regulations thereunder ("ERISA Affiliate") has never sponsored, maintained, participated in, contributed to or incurred any Liability under any "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, whether or not subject to ERISA. Neither the Business nor any ERISA Affiliate has ever incurred any Liability under Sections 4062, 4063 or 4201 of ERISA and no transactions have occurred which could cause such Liability.

(g) Seller on behalf of the Business or ERISA Affiliate thereof has no unfunded Liability under any Seller Plan or Employment Agreement.

(h) Seller on behalf of the Business or ERISA Affiliate thereof does not maintain, or has ever maintained, contributes, or has an obligation to contribute to, or any Plan subject to Section 412 of the Code or Title IV of ERISA.

(i) Seller on behalf of the Business or ERISA Affiliate thereof is not delinquent in payments to any current or former Employees, officers, directors, consultants or subcontractors for any wages, salaries, commissions, bonuses or other direct compensation for any services performed by them to the date hereof or amounts required to be reimbursed to them. The Closing will not result in any obligation to pay any Employee, officer, director, consultant or subcontractor of the Business severance pay or termination pay benefits so long as such Employee remains employed or such officer, director, consultant or subcontractor remains in service with the Business or Buyer after the Closing Date. No current or former Employee, officer, director, consultant or subcontractor of Seller employed in the Business will become entitled to any bonus, retirement, severance or similar benefit or enhanced benefits as a result of the execution of this Agreement or consummation of transactions contemplated by this Agreement, alone or together with any other event (including a severance of employment). True and complete information as to all current directors, officers, consultants and subcontractors of the Business including, in each case, name, current job title or role and annual rate of compensation and bonus has been delivered to Buyer.

(j) Each Person who performs services for the Business is, and has been, properly classified as a "common law employee", "leased employee" or "independent contractor" for all purposes under Applicable Law and the Plans.

(k) There are no actions, suits or claims pending (other than routine claims for benefits) against nor, to the Knowledge of Sellers, are there any actions, suits or claims (other than routine claims for benefits) that could reasonably be expected to be asserted against, any Seller Plan or the Assets or fiduciaries of any Seller Plan.

(l) As of the Closing Date, all required premiums and contributions to Seller Plans on behalf of Employees of the Business attributable to periods before the Closing Date have been timely made and will be fully paid up on or prior to the Closing Date.

(m) There are no obligations under any Plan providing welfare benefits after the termination of employment.

(n) Each Seller Plan required to be registered has been registered and has been maintained in good standing with applicable Governmental Entities. Each Seller Plan is, and has been, registered, amended, funded and administered in compliance with its terms and the documents related to each such Plan, as applicable.

(o) No Seller Plan provides benefits in respect to Employees or former employees beyond termination of employment or retirement.

(p) Seller has now made any representations to any Employees, nor does there exist any undertaking or commitment, whether legally binding or not, to create any additional Seller Plan or to change or modify any existing Seller Plan. No contractors, consultants, agents or agency employees are eligible for or entitled to benefits under any Seller Plan, and no promise or commitment has been made by Seller to any such Person with respect to coverage under any Seller Plan.

(q) The consummation of the transactions contemplated by this Agreement will not constitute an event under any Seller Plan or Contract with a present or former employee, consultant, contractor, agent, director or officer, which will or may result in any severance or other payment or in the acceleration, vesting or increase in benefits with respect to any present or former employee, consultant, contractor, agent, director or officer.

4.19 Environmental, Health and Safety Matters.

(a) Seller is in compliance with all applicable Environmental, Health and Safety Requirements with respect to all Real Property and otherwise in connection with their operations and with the Business, and to the Knowledge of the Sellers and except as set out in Schedule 4.19(a) Seller nor the Business has any Liability to undertake any investigation, cleanup or remedial action under any Environmental, Health and Safety Requirements affecting the Business, Seller or any Real Property.

(b) No Environmental, Health and Safety Claims relating to the operations, properties, Products or Services of the Business or Seller are currently outstanding and unresolved, and all such Environmental, Health and Safety Claims received in the last ten (10) years are identified in Schedule 4.19(b) and complete disclosure thereof has been made available to Buyer. There are no administrative, civil or criminal writs, injunctions, decrees, orders or judgments outstanding or any Legal Proceedings or investigations pending or, to the Knowledge of Sellers, threatened, relating to any Environmental, Health and Safety Claims or to compliance with or Liability under any Environmental, Health and Safety Requirements affecting Seller in connection with the Business. Seller has never been convicted of an offence for non-compliance with any Environmental, Health and Safety Requirements or been fined or otherwise sentenced or settled any prosecution under any Environmental, Health and Safety Requirements short of conviction.

(c) No underground or surface tank or other underground or surface storage receptacle or related piping, active or abandoned, for Hazardous Materials is located on or in any Real Property, and no Real Property has ever operated as a waste disposal facility or as a commercial waste treatment or storage facility. To the Knowledge of the Sellers, there are no Hazardous Materials present on, in, under or migrating from any Real Property owned or leased, or formerly owned or leased by Seller, and no disposal, arrangement for disposal, generation, release, discharge, spill, storage, transportation, handling, treatment or exposure to any person of Hazardous Materials has occurred on, in or under any Real Property owned or leased, or formerly owned or leased by Seller so as to give rise to any current or future Liabilities of Buyer, or any of its Affiliates.

(d) There has been no violation of Environmental, Health and Safety Requirements and, to the Knowledge of the Sellers, no disposal, placement, Release or threatened Release of Hazardous Materials, at the Real Property or elsewhere that has given rise to, or will in the future give rise to, any Environmental, Health and Safety Claims with respect to the Business, or for which Seller, the Business or the Buyer or any of its Affiliates may be liable.

(e) Seller has obtained and hold all Permits which are required by Environmental, Health and Safety Requirements to conduct the Business and to own, use and operate the Sale Assets, all of which Permits are (i) listed in Schedule 4.19(e), and complete and correct copies thereof have been provided to the Buyer, and (ii) valid and in full force and effect, and there have been no violations thereof and there are no Legal Proceedings pending or, to the Knowledge of the Sellers, threatened to alter or revoke any of such Permits. To the extent applicable, any and all renewal applications for such Permits have been timely submitted to Governmental Entities. No material changes or alterations in the practices or operations of the Business as presently conducted are reasonably anticipated under any Permit issued to or required by the Business pursuant to any Environmental, Health and Safety Requirements.

(f) All investigations and assessments of Releases and threats of Releases of Hazardous Materials into the Environment, and all audits and other investigations of compliance with Environmental, Health and Safety Requirements, relating to Seller, the Business, any of the Real Property or any of the other Sale Assets are identified in Schedule 4.19(f) and complete copies thereof have been made available to Buyer.

4.20 Customers and Suppliers.

(a) Schedule 4.20(a) sets forth an accurate and complete list of all of the customers of the Business for each of the last three fiscal years and two (2) month period ending February 28, 2018. The Business has no material pending disputes with any such customer, and to the Knowledge of Sellers, no material dispute is threatened by or against any such customer. The Business has not received any written notice that any such customer (and, to the Knowledge of Sellers, no such customer) has ceased, will cease or intends to cease to purchase any Products, or has materially reduced or intends to materially reduce the purchase of such Products from the Business after the Closing. No such customer has modified the material terms of any existing Contract or business relationship, and to the Knowledge of Sellers, no such customer intends to modify the material terms of any existing Contract or business relationship.

(b) Schedule 4.20(b) sets forth an accurate and complete list of the names of and dollar volumes and percentages of purchases attributable to the twenty most significant suppliers of the Business by revenue for each of the last three fiscal years, and for the two (2) month period ending February 28, 2018, and to each supplier that is the sole supplier of any material Products, services or other tangible or intangible property to the Business for each such period. The Business has no material pending disputes with any such supplier and, to the Knowledge of Sellers, no material dispute is threatened, and the Business has not received any written notice that any such supplier intends to materially change the existing business relationship or the terms and conditions under which it currently sells such Products, services or other property to the Business and will sell such Products, services or other property to Buyer after the Closing, in each case, subject only to general and customary price increases and general economic and industry conditions.

4.21 Real Property.

(a) Schedule 4.21(a) sets forth the address of all Leased Real Property, and a true and complete list (including the date and name of the parties thereto) of all Leases to which Seller in connection with the Business is a party or by which it is otherwise bound, in each case as of the date hereof. Seller has delivered to Buyer a true and complete copy of each such Lease and of any subordination and/or non-disturbance agreements related thereto.

(b) With respect to each such Lease:

(i) it is legal, valid and binding and is in full force and effect with no amendments and will remain in full force and effect on identical terms after the Closing;

(ii) Seller, in connection with the Business, is in sole possession of the premises leased to it pursuant to the Leases. Such possession and quiet enjoyment of the Leased Real Property under each such Lease has not been disturbed in any material respect and, to the Knowledge of Sellers, and except as set forth on Schedule 4.21(b) there are no disputes with respect to any such Lease;

(iii) Seller nor, to the Knowledge of Sellers, any other party to any such Lease is in breach or default in any material respect under any such Lease and no event has occurred or circumstance exists which, with the delivery of notice, the passage of time or both, would constitute such a breach or default, or permit the termination of, modification of or acceleration of rent under such Lease;

(iv) Seller has not received any notice that a security deposit or portion thereof deposited with respect to any Lease has been applied in respect to a breach or default under any such Lease that has not been re-deposited in full;

(v) Seller has not assigned, subletted, transferred, conveyed, mortgaged, deeded in trust or encumbered any interest in such Leases; and

(vi) except as set forth on Schedule 4.21(b), there are no leases, tenancy agreements, easements, covenants, or restrictions to which the Seller is a party that create or confer on any Person other than the Seller a right to use, occupy or possess all or any of the Leased Real Property or any portion thereof or interest therein.

(c) Neither Seller nor any of their Affiliates have any Owned Real Property.

(d) All facilities located on any Leased Real Property are supplied with utilities and other services necessary for the operation of such facilities, including gas, electricity, water, telephone, sanitary sewer, and storm sewer, all of which services are adequate in accordance with all applicable laws, ordinances, rules and regulations and are provided via public roads or via permanent, irrevocable, appurtenant easements benefiting the parcel of real property.

(e) To the Knowledge of Sellers, all of the buildings, offices and other structures (and all components thereof, including the roofs, structural elements and utility systems) located on the Leased Real Property have been maintained in good condition and repair.

(f) Seller has not received any notice, oral or written, of the intention of any Governmental Entity or other Person to take or use all or any part of the Real Property, and there are no pending, and to the Knowledge of Sellers, threatened or contemplated expropriation, condemnation or eminent domain proceedings that affect the Leased Real Property.

(g) All Leased Real Property is zoned so as to permit its current use. The use by the Seller of the Leased Real Property is in compliance with Applicable Laws in all material respects and, in particular, is not in breach in any material respect of any building, zoning or other statute, by-law, ordinance, regulation, covenant, restriction or official plans.

(h) All accounts for work and services performed and materials furnished in respect of the Leased Real Property have been paid and no Person is entitled to claim a lien under any construction or builder lien legislation in any jurisdiction against the Leased Real Property or any part thereof, other than for current accounts.

(i) There is nothing owing by Seller in respect of the Leased Real Property to any municipal corporation, or to any other corporation or commission owning or operating a public utility for water, gas, electrical power or energy, steam or hot water, or other utilities or for the use thereof, other than current accounts the payment dates of which have not yet passed.

(j) There are no outstanding work orders, non-compliance orders, deficiency notices or other such notices relating to the Leased Real Property, the other Sale Assets or the Business which have been received by Seller from any Governmental Entity. There are no matters under discussion by Seller with any Governmental Entity relating to any such work orders, non-compliance orders, deficiency notices or other such notices.

(k) No alterations, repairs, improvements or other work have been recommended (pursuant to any actual or pending audit investigations or reports or otherwise), ordered, directed or requested in writing to Seller under any Applicable Law by any Person with respect to the Leased Real Property or the buildings and structures or with respect to any of the plumbing, heating, elevating, water, drainage or electrical systems, fixtures or works, which alteration, repair, improvement or other work has not been completed.

(l) To the Knowledge of the Sellers, the plant, buildings, structures, erections, improvements, appurtenances and fixtures comprising the Leased Real Property are free of any structural defect and the heating, ventilating, plumbing, drainage, electrical and air conditioning systems and all other systems used in the Leased Real Property and all related fixtures, machinery, equipment, tools, furniture, furnishings and materials are in good working order and repair, in each case having regard to its use and age and except for normal wear and tear, are adequate and suitable for the purposes for which they are currently being used and the Seller has rights of ingress and egress to and from all of the buildings and structures for the operation of the Business in the ordinary course.

(m) None of the buildings and structures situated on or forming part of the Leased Real Property, or the operation or maintenance thereof, violates any restrictive covenant or any Applicable Law or, to the Knowledge of the Sellers, encroaches on any property owned by others.

4.22 Insurance. Seller maintains policies of fire and casualty and Liability insurance on the Business, Seller and the Sale Assets, as applicable. Schedule 4.22 contains a correct and complete list of all policies of insurance owned or maintained by Seller under which the Business or any of the Sale Assets are insured (collectively, the "Policies") as of the date hereof. All Policies are in full force and effect, and Seller has not failed to pay any premium or take or omit to take any action that would create a default (with or without notice or lapse of time) under any Policy. Except as set forth on Schedule 4.22, no notice of cancellation or termination or rejection of any claim has been received by Seller with respect to any insurance policies of Seller in the last year. Since December 22, 2015, the Business has not been denied insurance or offered insurance only at a commercially prohibitive premium. Buyer has been provided with true and complete copies of all Policies and a claims history under each Policy for the five (5) years preceding the date of this Agreement.

4.23 Affiliate Transactions. Except as set forth in Schedule 4.23, no (i) Affiliate of Seller, (ii) Person not dealing at arm's length with Seller or any of its Affiliates; (iii) Employee, officer or director of or any of its Affiliates or of any such Person; nor (iv) to the Knowledge of the Sellers, any relative of any of the foregoing: (a) has any interest in any property (whether real, personal or mixed and whether tangible or intangible) used in or pertaining to the Business; (b) has any Indebtedness (including intercompany loans) which is a Liability of Seller; (c) other than in his or her capacity as an employee of a Seller, is a party to or has an interest with respect to any Contract or transaction with Seller or is entitled to any payment or transfer of any Assets from Seller; or (d) has an interest in any customer or supplier of the Business or provider of any services to Seller in connection with the Business.

4.24 Changes in Employment Status. Except as set forth on Schedule 4.24, Seller (in connection with the Business) is in compliance with the WARN Act and all similar Applicable Laws outside the U.S. and have not caused, nor will they cause, an event which would trigger the application of the notice or compensation obligations of any such Applicable Laws.

4.25 Permits. Schedule 4.25 sets forth a complete list: (i) of all Permits held by any Seller in connection with the Business as of the date hereof, and (ii) all Permits required for the operation of the Business as presently conducted and the ownership and operation of the Sale Assets and the Real Property, in compliance with all Applicable Laws. All such Permits held by Seller are in full force and effect. Seller is in compliance in all material respects with the terms, conditions and provisions of all Permits held Seller required to be listed on Schedule 4.25, and no event has occurred which, with notice or lapse of time or both, would constitute a default or violation of any term, condition or provision of any Permit to which a Seller is a party. Seller has not received any written notification from any Governmental Entity threatening to revoke any Permit.

4.26 Brokers' Fees. Seller nor any of its Affiliates has any Liability to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer or any of its Affiliates could become liable or obligated.

4.27 Solvency. Immediately following the Closing, after giving effect to the transactions contemplated hereby, Seller will be Solvent. As used herein, "Solvent" means with respect to any Person on a particular date, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including, contingent liabilities, of such Person, (b) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

4.28 Bank Accounts. Schedule 4.28 sets forth a true and complete list of the name and address of each bank with which Seller in connection with the Business has an account or safe deposit box and the name of each Person authorized to draw thereon or have access thereto, in each case as of the date hereof.

4.29 Organization; Authority; Binding Obligation (Melrose).

(a) Melrose is duly organized, validly existing and in good standing under Applicable Laws of the jurisdiction of its organization, and Melrose has all requisite power and authority to conduct its business. Melrose is duly qualified or licensed to transact business as a foreign entity and is in good standing (to the extent such concept is applicable in the applicable jurisdiction) in each jurisdiction that requires such qualification or license, except in such jurisdictions where the failure to be so qualified or licensed could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(b) Melrose has all requisite power and authority to execute, deliver and perform this Agreement and each of the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which a Melrose is a party have been duly authorized by all requisite action on the part of Melrose. This Agreement and each Transaction Document has been duly executed and delivered by Melrose and constitutes a legal, valid and binding obligation of Melrose, enforceable in accordance with its terms (except as enforceability may be limited in the exercise of judicial discretion through the application of bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Applicable Laws of general applicability relating to or affecting creditors' rights).

4.30 Noncontravention; Consents (Melrose).

(a) Neither the execution and delivery by Melrose of this Agreement nor any of the Transaction Documents to which it is a party, nor the consummation by Melrose of the transactions contemplated hereby or thereby, does or will: (i) violate or conflict with any provision of the certificate of incorporation or bylaws of Melrose or (ii) materially violate any Applicable Law or Order to which Melrose is a party or by which Melrose may be subject.

(b) No material Consents, Permits, notices to, or filings with, any Governmental Entity or third party are required for the consummation by Melrose of the transactions contemplated hereby or by the Transaction Documents to which it is a party.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER AND PARENT

Buyer and Parent represent and warrant to Seller as follows:

5.1 Organization; Authority; Binding Obligation.

(a) Buyer is duly organized, validly existing and in good standing under Applicable Laws of the jurisdiction of its organization, and Buyer has all requisite power and authority to conduct its business. Buyer is duly qualified or licensed to transact business as a foreign entity and is in good standing (to the extent such concept is applicable in the applicable jurisdiction) in each jurisdiction that requires such qualification or license, except in such jurisdictions where the failure to be so qualified or licensed could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(b) Buyer has all requisite power and authority to execute, deliver and perform this Agreement and each of the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which a Buyer is a party have been duly authorized by all requisite action on the part of Buyer. This Agreement and each Transaction Document has been duly executed and delivered by Buyer and constitutes a legal, valid and binding obligation of Buyer, enforceable in accordance with its terms (except as enforceability may be limited in the exercise of judicial discretion through the application of bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Applicable Laws of general applicability relating to or affecting creditors' rights).

5.2 Noncontravention; Consents.

(a) Neither the execution and delivery by Buyer of this Agreement nor any of the Transaction Documents to which it is a party, nor the consummation by Buyer of the transactions contemplated hereby or thereby, does or will: (i) violate or conflict with any provision of the certificate of incorporation or bylaws of Buyer or (ii) materially violate any Applicable Law or Order to which Buyer is a party or by which Buyer may be subject.

(b) No material Consents, Permits, notices to, or filings with, any Governmental Entity or third party are required for the consummation by Buyer of the transactions contemplated hereby or by the Transaction Documents to which it is a party.

5.3 Organization; Authority; Binding Obligation.

(a) Parent is duly organized, validly existing and in good standing under Applicable Laws of the jurisdiction of its organization, and Parent has all requisite power and authority to conduct its business. Parent is duly qualified or licensed to transact business as a foreign entity and is in good standing (to the extent such concept is applicable in the applicable jurisdiction) in each jurisdiction that requires such qualification or license, except in such jurisdictions where the failure to be so qualified or licensed could not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(b) Parent has all requisite power and authority to execute, deliver and perform this Agreement and each of the Transaction Documents to which it is a party. The execution, delivery and performance of this Agreement and each of the Transaction Documents to which Parent is a party have been duly authorized by all requisite action on the part of Parent. This Agreement and each Transaction Document has been duly executed and delivered by Parent and constitutes a legal, valid and binding obligation of Parent, enforceable in accordance with its terms (except as enforceability may be limited in the exercise of judicial discretion through the application of bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or similar Applicable Laws of general applicability relating to or affecting creditors' rights).

5.4 Noncontravention; Consents.

(a) Neither the execution and delivery by Parent of this Agreement nor any of the Transaction Documents to which it is a party, nor the consummation by Parent of the transactions contemplated hereby or thereby, does or will: (i) violate or conflict with any provision of the certificate of incorporation or bylaws of Parent or (ii) materially violate any Applicable Law or Order to which Parent is a party or by which Parent may be subject.

(b) No material Consents, Permits, notices to, or filings with, any Governmental Entity or third party are required for the consummation by Parent of the transactions contemplated hereby or by the Transaction Documents to which it is a party.

5.5 Litigation. Neither Buyer nor Parent is subject to or under threat of any Order which would interfere with, impair, delay or prohibit the transactions contemplated by the Transaction Documents.

5.6 Brokers' Fees. Neither Buyer, Parent nor any of their Affiliates has any Liability to pay any fees or commissions to any broker, finder or agent with respect to the specific purchase of the Sale Assets under this Agreement for which any Seller or any of its Affiliates could become liable or obligated.

ARTICLE VI
PRE-CLOSING COVENANTS

6.1 General. Subject to the terms and conditions of this Agreement and all Applicable Laws, each party hereto will (a) take all actions and do all things necessary, proper or advisable to perform its obligations under this Agreement which are required to be performed on or prior to the Closing Date, and use commercially reasonable efforts to consummate and make effective the transactions contemplated by this Agreement as promptly as reasonably practical and (b) execute and deliver such other documents, certificates, agreements and other writings and will take such other actions as may be necessary or desirable in order to timely consummate or implement the transactions contemplated by this Agreement.

6.2 Government and Third Party Consents. Prior to the Closing Date, Seller will give all required notices to third parties and Governmental Entities and will use commercially reasonable efforts to obtain all Permits and Consents as may be required or appropriate in connection with the consummation of the transactions contemplated by this Agreement and to preserve all rights and benefits of the Business. Notwithstanding the foregoing, only those Consents and landlord estoppel certificates listed on Schedule 6.2 will be required to be obtained by Seller on or prior to the Closing Date (collectively, the "Required Consents"). For the avoidance of doubt, Seller shall satisfy, prior to Closing, all obligations (including any payments) required in order that the applicable Permit, Contract or other instrument or right to which such Required Consent relates continues in full force and effect and on identical terms to those the Business enjoyed immediately prior to Closing. Buyer will provide reasonable cooperation with Seller with respect to obtaining the Required Consents; *provided* that Buyer will not be obligated to make any payment or expenditure with respect to obtaining the Required Consents, except for any Required Consent which constitute Permits for which a payment or expenditure is required in any event.

6.3 Interim Conduct of the Business.

(a) Except with respect to any Excluded Asset or Excluded Liability, and except as may be prohibited by Applicable Law or as expressly permitted by this Agreement, from and after the date of this Agreement through the Closing, Seller will: (i) conduct the operations of the Business in the Ordinary Course of Business, (ii) use commercially reasonable efforts to maintain insurance in such amounts and against such risks and losses as are consistent with past practice and apply all insurance proceeds received with respect to claims made for Sale Assets to replace or repair, as applicable, such Sale Assets and (iii) use commercially reasonable efforts to: (A) preserve intact the Business' business organizations, (B) keep available the services of its current officers and the Employees, (C) preserve the goodwill of those having business relationships with the Business, (D) preserve its relationships with customers, creditors and suppliers, (E) maintain its books, accounts and records and (F) comply with Applicable Laws.

(b) Notwithstanding the foregoing, except with the prior written consent of Buyer (such consent or denial not to be unreasonably withheld or delayed), Seller shall not take any of the following actions on or prior to the Closing:

(i) amend its certificate of incorporation or bylaws (or equivalent governing documents);

(ii) waive, cancel or write off any rights, claims, Receivable or any amounts payable to it, except in the Ordinary Course of Business;

(iii) enter into any transaction, contract, agreement or commitment, except in the Ordinary Course of Business;

(iv) purchase, lease or otherwise acquire any Assets, except in the Ordinary Course of Business, or merge or consolidate with any entity or acquire any interest in any business or entity (whether by purchase of Assets, purchase of stock, merger or otherwise);

(v) liquidate, dissolve or effect any recapitalization or reorganization in any form;

(vi) sell, lease, license, transfer, encumber or otherwise dispose of any of the Sale Assets or any interests therein, other than Permitted Liens or Assets used, consumed, replaced or sold in the Ordinary Course of Business;

(vii) create, incur, endorse, assume, otherwise become liable for or suffer to exist any new Indebtedness or guarantee any such Indebtedness, other than (A) Indebtedness existing as of the date of this Agreement and described on the Disclosure Schedules, (B) Indebtedness in favor of the Buyer, and (C) borrowings under existing credit lines in the Ordinary Course of Business;

(viii) incur any Liability, except Liabilities incurred in the Ordinary Course of Business, none of which is materially adverse to the Business;

(ix) create, incur, assume or suffer to exist any new Lien affecting any of the Sale Assets, other than Permitted Liens;

(x) change any of the accounting principles or practices used by it in the preparation of the Financial Statements or revalue or reclassify in any material respect any of the Sale Assets or the Assumed Liabilities, including write-ups or write-downs of Assets, except as required by GAAP;

(xi) change its pricing policies or credit practices, the rate or timing of its payment of accounts payable or its collection of accounts receivable or change its earnings accrual rates on any Contracts to which it is a party or by which it is otherwise bound, except as required by GAAP;

(xii) enter into or renew any Contract with or engage in any transaction with any Affiliate for which Buyer could have any Liability;

(xiii) make any capital investment in, or any loan to, any other Person;

(xiv) except for the purchase of supplies in the Ordinary Course of Business, make any capital expenditures or commitments for capital expenditures, either involving more than $5,000, or outside the Ordinary Course of Business;

(xv) enter into any Material Contract of a type that would be required to be listed on Schedule 4.14(a) if entered into on or prior to the date hereof, or terminate, renew or amend in any material respect or waive any material right under any Material Contract;

(xvi) make, rescind or change any Tax election, settle or compromise any Tax Liability, file any amendment to a Tax Return, settle any claim or assessment in respect of Taxes or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes;

(xvii) pay, discharge or satisfy any material Liabilities, except in the Ordinary Course of Business;

(xviii) settle or compromise any pending or threatened Legal Proceeding, in any way which would have any adverse impact upon, or create any Liability, for Buyer or the Business;

(xix) take or fail to take any action that will cause a termination of or breach or default under any Material Contract;

(xx) (A) grant any severance, retention or termination pay to, or amend any existing severance, retention or termination arrangement with, any current or former manager, officer, consultant or Employee of the Business, (B) increase or accelerate the payment or vesting of benefits payable under any existing severance, retention or termination pay policies or employment agreements for any current or former manager, officer, consultant or Employee of the Business, (C) enter into or amend any employment, consulting, deferred compensation or other similar agreement with any current or former manager, officer, consultant or Employee of the Business, other than execution of Seller's standard employment terms and conditions by new Employees in the Ordinary Course of Business, (D) establish, adopt or amend (except as required by Applicable Law) any collective bargaining agreement, bonus, profit-sharing, thrift, pension, retirement, post-retirement medical or life insurance, retention, deferred compensation, compensation, stock option, restricted stock or other benefit plan or arrangement (including any Plan) covering any present or former manager, director, officer, consultant or Employee, or any beneficiaries thereof, of the Business, (E) undertake any office closing or employee layoffs, except in the Ordinary Course of Business, or (F) increase the compensation, bonus or other benefits payable or to become payable to any current or former manager, officer, consultant or Employee of the Business, except in the Ordinary Course of Business limited to 2% annually on any individual basis; or

(xxi) agree, resolve or commit to do any of the foregoing or any other action that would be reasonably likely to cause any of the conditions to the consummation of the transactions contemplated by this Agreement to not be satisfied.

6.4 Full Access. Subject to Applicable Law and any applicable provision of an existing Contract, between the date of this Agreement and the Closing, upon the reasonable request of Buyer, Seller shall afford Buyer, Parent and each of their officers, employees, agents and representatives full access during normal business hours to all premises, properties, management, information, books, records, contracts and documents of or pertaining to the Business and to all employees of the Business.

6.5 Notice of Developments. On or prior to Closing, Buyer will give prompt written notice to Seller of the occurrence or failure to occur of an event that would, or with the lapse of time, would reasonably be expected to cause any condition set forth in ARTICLE IX not to be satisfied and Seller will give prompt written notice to Buyer of the occurrence or failure to occur of an event that would, or with the lapse of time, would reasonably be expected to cause any condition set forth in ARTICLE VIII not to be satisfied. Each Party will promptly notify the other on or prior to Closing if it receives any notice or communication indicating that the Consent of any Person is required in connection with the transaction contemplated hereby or by the Transaction Documents, as well as any notice or communication in respect of any Consent being obtained in connection with the transaction contemplated hereby or by the Transaction Documents. Without limiting the foregoing, on or prior to the Closing, Seller will give prompt written notice to Buyer of the occurrence of any event which could reasonably be expected to result in a Material Adverse Effect. Seller may, prior to the Closing, deliver to Buyer any new information concerning a change or any event subsequent to the date hereof which affects any Disclosure Schedule (each such additional written disclosure, a "Disclosure Schedule Supplement"), it being understood and agreed that neither the notice described above, any investigation of the Business made pursuant to Section 6.4, nor the delivery of a Disclosure Schedule Supplement will in any manner constitute a waiver by Buyer of any of its rights contained in ARTICLE X or any of the conditions precedent to the Closing hereunder, including the condition contained in Section 8.1 or cure any breach of any representation, warranty or covenant contained herein.

6.6 Disclosure Schedules. Seller acknowledges that the Disclosure Schedules have been drafted and saved digitally and contain links to items in the data room, to which the Buyer and Parent have been provided access. The Seller and covenants and agrees to refrain from making any changes to the data room between the date of this Agreement and the Closing Date, including without limitation any additions or subtractions to the documents disclosed in the data room or any revisions to such documents. Seller will provide a certificate on Closing stating that it has complied with the requirements of this provision.

ARTICLE VII
POST-CLOSING COVENANTS

7.1 General.

(a) In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, Seller will take such further action (including the execution and delivery of such further instruments and documents) as Buyer may reasonably request, at the sole cost and expense of Buyer (unless Buyer is entitled to indemnification therefor under ARTICLE X). In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, Buyer will take such further action (including the execution and delivery of such further instruments and documents) as Seller may reasonably request, at the sole cost and expense of Seller (unless Seller is entitled to indemnification therefor under ARTICLE X).

(b) Without limiting the generality of the foregoing, from time to time after the Closing Date, and for no further consideration, Buyer and Seller will execute, acknowledge and deliver such assignments, transfers, consents, assumptions and other documents and instruments and take such other actions as may reasonably be necessary to transfer to Buyer any asset or liability contemplated by this Agreement to be transferred to Buyer and which was not so transferred at the Closing.

7.2 Post-Closing Consents; Nonassignable Contracts.

(a) Subject to Section 6.2, each party hereto will use commercially reasonable efforts after the Closing Date to obtain all Consents that are not obtained prior to the Closing and that are necessary in connection with the transactions contemplated by this Agreement.

(b) To the extent that any Purchased Contract or any other Sale Asset is not capable of being transferred to the Buyer or its Affiliate pursuant to this Agreement without the Consent of a third party (including a Governmental Entity) and such Consent is not obtained prior to the Closing, or if such transfer or attempted transfer would constitute a breach or a violation of any Purchased Contract or Applicable Law, nothing in this Agreement will constitute a transfer or an attempted transfer thereof.

(c) In the event that any such Consent is not obtained on or prior to the Closing Date, Seller will (i) hold all rights or entitlements that Seller has in trust for the exclusive benefit of Buyer, (ii) cooperate in any lawful arrangement designed to provide such benefits to Buyer (to the extent such arrangement does not materially breach such Purchased Contract) and (iii) enforce at the request of Buyer and for the account of Buyer any rights of Seller arising from any such Purchased Contract (including the right to elect to terminate such Purchased Contract in accordance with the terms thereof upon the request of such Buyer).

(d) To the extent that Buyer is provided the benefits of any Purchased Contracts referred to in Section 7.2(c) above, Buyer will perform (and for which Buyer will provide indemnification), in all material respects, the obligations arising under such Purchased Contracts for the benefit of Seller and the other party or parties thereto, except for any obligations under such Purchased Contracts that constitute Excluded Liabilities.

7.3 Board Appointments. Parent shall, and where applicable shall cause its principals to make the following elections and appointments:

(a) Board of Directors of Parent: Upon Closing Michael Trimarco shall be elected to the board of directors of Parent, and shall hold this position until such time as (i) the board of directors of Parent has approved a transaction by which shares of the Parent are listed on a recognized stock exchange and (ii) the Parent has raised a total of $2,000,000USD by way of a debt or equity financing. Seller shall cause Michael Trimarco to execute a resignation when the foregoing conditions are met;

(b) Board of Directors of Buyer and Tempo Servicing Corp.: Post-closing board of directors of Buyer and Tempo Servicing Corp. (as wholly-owned subsidiaries of Parent) shall be Jason Ewart, Michael Hilmer, Michael Trimarco and Chris Cicolini.

Parent shall hold or cause to be held all meetings, and pass or cause to be passed all resolutions and shall take such further actions as may be reasonably necessary to give effect to the elections and appointments set forth in this Section 7.3.

7.4 Employee Matters.

(a) On the Closing Date, and conditional upon the completion of the transactions contemplated by this Agreement and the Transaction Documents, the Buyer or its Affiliate shall offer employment to all of the Employees of the Seller. Seller shall assist Buyer or its Affiliate in (i) negotiating the terms of such offers of employment to the Employees, (ii) ensuring that all employment arrangements for the Employees are finalized within a reasonable time, and in any event within 30 days following the Closing Date. Subject to reasonable adjustments on a case by case basis, as determined by the Buyer or its Affiliate in its sole discretion, each offer of employment to an Employee shall be on terms that are substantially similar to the pre-Closing terms of employment of such Employee. Employees who accept Buyer's or its Affiliate's offer of employment shall commence employment with Buyer or such Affiliate effective as of the Closing Date. Buyer shall consider for employment any Inactive Employee who presents him or herself to Buyer for active employment within 90 days following the Closing Date and for which Buyer has a suitable position for which such Inactive Employee is qualified. Any employment offer to such Inactive Employee shall be on such terms and conditions determined by Buyer or its Affiliate in its sole discretion. Inactive Employees who accept such offers of employment will commence employment with Buyer on the date that such Employee is able to return to active duty.

(b) For purposes of this Agreement, Employees who become Employees of Buyer or its Affiliate by acceptance of the Buyer's or Affiliate's offer of employment as of the Closing Date shall be collectively referred to herein as the "Transferred Employees".

(c) Except to the extent prohibited by Applicable Law, Seller shall deliver or cause to be delivered, to Buyer originals or copies of all personnel files and records relating to Transferred Employees.

(d) It is expressly agreed and understood that nothing in this Agreement shall, or shall be construed to, limit the rights of Buyer or any Affiliate as an employer of a Transferred Employee under Applicable Law at any time after the Closing Date.

7.5 Employee Benefit Matters.

(a) Seller will be responsible for all Liabilities relating in any way with respect to Seller Plans, any and all claims incurred or made by any Transferred Employees, other Employees and former Employees, and all of their dependents and beneficiaries, at any time. Buyer shall be responsible for all Liabilities for any and all claims incurred or made by Transferred Employees and their covered dependents and beneficiaries after the date of Closing or in the case of an Inactive Employee, such Employee's date of hire by Buyer, in accordance with the terms of Buyer's employee benefit plans, as applicable. For purposes of this Section 7.5, a claim shall be deemed incurred, in the case of health benefits (which includes but is not limited to hospital, surgical, medical, dental or vision benefits), when the services that are the subject of the claim are performed or provided and, in the case of other benefits (such as life insurance, sickness, accident. severance and disability benefits), when an event has occurred or when a condition has been diagnosed that entitles the individual to the benefit.

7.6 Post-Closing Tax Matters.

(a) Buyer will prepare and timely file all other Tax Returns that are required to be filed in respect of the Sale Assets and the Business. Any such Tax Return that relates to a Straddle Period of Seller shall be provided to Seller for review and comment at least fifteen (15) days prior to the applicable filing date. Buyer shall pay all Taxes due for such Tax periods, provided however that in the case of a Tax Return that relates to a Straddle Period, the Seller will pay to Buyer on or prior to the date on which Taxes are due with respect to such Straddle Period an amount equal to the portion of such Taxes which relates to the portion of such Straddle Period ending on the Closing Date to the extent such Taxes are not included as Liabilities in the determination of Net Working Capital. For purposes of this Agreement, in the case of any Taxes that are imposed on a periodic basis and are payable for a taxable period that includes (but does not end on) the Closing Date, the portion of such Tax which relates to the portion of such taxable period ending on the Closing Date shall (x) in the case of any real and personal property Taxes, be deemed to be the amount of such Tax for the entire taxable period multiplied by a fraction the numerator of which is the number of days in the taxable period ending on the Closing Date and the denominator of which is the number of days in the entire taxable period, and (y) in the case of any other Tax, be deemed equal to the amount which would be payable if the relevant taxable period ended on the Closing Date. Any credits relating to a taxable period that begins before and ends after the Closing Date shall be taken into account as though the relevant taxable period ended on the Closing Date. All determinations necessary to give effect to the foregoing allocations shall be made in a manner consistent with prior practice of Seller.

(b) If Buyer receives a refund of Taxes relating to the Business or the Sale Assets for a Tax period (or portion thereof) ending on or prior to the Closing Date, Buyer will pay to Seller, within thirty (30) days following the receipt of such refund, the amount of such refund except to the extent it is included as an Asset in the determination of Net Working Capital. If Seller receives a refund of Taxes relating to the Business or the Sale Assets, for a Tax period (or portion thereof) beginning after the Closing Date, Seller will pay the amount (or applicable portion thereof) of such refund to Buyer, within thirty (30) days following the receipt of such refund.

(c) Each party hereto will provide each other party hereto with such assistance and non-privileged information relating to the Business and the Sale Assets as may reasonably be requested in connection with the preparation of any Tax Return or the performance of any audit, examination or any other proceeding by any Tax Authority, whether conducted in a judicial or administrative forum. Each party hereto will retain and provide to the other party all non-privileged records and other information which may be relevant to any such Tax Return, audit, examination or any other proceeding. Without limiting the generality of the foregoing, each party hereto will retain, in accordance with their respective corporate records retention policies (and in any event as may be required by Applicable Law), copies of all Tax Returns, supporting work schedules and other records relating to the Business and the Sale Assets for taxable periods, or ratable portions of any taxable periods, ending on or prior to the Closing Date, or (if they will be retained for less than six years) will offer such records to the other party prior to disposing of them.

(d) Buyer will exercise control over the handling, disposition and settlement of any inquiry, examination or proceeding by a Tax Authority (or that portion of any inquiry, examination or proceeding by a Tax Authority) with respect to the Business or the Sales Assets; *provided* that if such proceeding could result in a determination with respect to Taxes due or payable by Seller or give rise to an indemnification obligation on the part of Seller, Seller may elect to participate in the handling of such proceeding at its sole expense. Buyer will notify Seller in writing promptly upon learning of any such inquiry, examination or proceeding. Buyer will cooperate with Seller, as Seller may reasonably request, in any such inquiry, examination or proceeding. Buyer will not extend, without the prior written consent of Seller, the statute of limitations for any Tax for which Seller may be required to indemnify Buyer.

(e) Neither Buyer nor Seller shall agree to settle any Tax Liability or compromise any claim with respect to Taxes, which settlement or compromise may affect the Liability for Taxes hereunder (or right to Tax benefit) of the other party, without the other party's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed.

(f) Buyer and Seller will cooperate in timely filing all Tax Returns required to be filed in connection with the payment of any transfer, sales, use, recording, value added, stamp, or other similar transfer Taxes, regardless of which party is obligated to pay such Taxes pursuant to this Agreement or file such Tax Returns under Applicable Law.

7.7 Confidentiality, Non-Competition and Non-Solicitation.

(a) Seller and Michael each agree that, at all times from and after the Closing Date, they will, and will cause each of their Affiliates, directors, officers and employees to, keep secret and retain in the strictest confidence, and will not use for the benefit of themselves or others, any confidential information with respect to the Business, including know-how, trade secrets, customer lists, details of any Contracts, pricing policies, operational methods, marketing plans or strategies, product development techniques, plans or processes, other than any of the foregoing which are in or become part of the public domain (collectively, the "Confidential Information"). The term Confidential Information shall not include information that (i) does not relate to the Business, (ii) becomes available to Seller or Michael or Affiliate thereof on a non-confidential basis from a source other the Business, *provided* that to Seller's, Michael or their Affiliates' knowledge such source is not bound by a confidentiality agreement with or similar obligation to Buyer or their Affiliates with respect to such information, (iii) is independently developed by a Seller, Michael or any of their Affiliates under circumstances not involving a breach of this Section 7.7, or (iv) is publicly disclosed pursuant to a lawful requirement or request from a Governmental Entity acting within its jurisdiction, or non-confidential disclosure is otherwise required by Applicable Law. In the event Seller, Michael or any of their Affiliates is requested or required (by oral request or written request for information or documents in any Legal Proceeding, interrogatory, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Seller or Michael, as the case may be, will, or Seller shall cause the applicable Affiliate not party hereto (if any) to, notify the Buyer promptly in writing of the request or requirement so that the non-disclosing party may seek an appropriate protective Order or waive compliance with this Section 7.7(a). If, in the absence of a protective Order or receipt of a waiver hereunder, Seller, Michael or any of their Affiliates is, on the advice of outside counsel, compelled by Applicable Law to disclose any Confidential Information, then it may, or may permit its Affiliate to, disclose such Confidential Information, provided that Seller, Michael or such Affiliate, as the case may be, uses its commercially reasonable efforts to obtain at the request and expense of the non-disclosing party an Order or other assurance that confidential treatment will be accorded to such Confidential Information.

(b) For good and valuable consideration pursuant to this Agreement, the receipt and sufficiency of which is hereby acknowledged, for a period of three (3) years from and after the Closing Date (the "Restrictive Period"), the Seller and Michael (the "Restricted Sellers") will not, and Seller shall cause each of its Affiliates and each of the directors, officers and employees of the Seller, and each Restricted Seller and each of such Affiliates not to, engage, directly or indirectly, either on its, his or her behalf or that of any other business organization (whether as principal, partner, shareholder, member, officers, director, agent, joint venturer, consultant, creditor, lender, guarantor, surety, investor or otherwise) (i) engage in any activity which competes anywhere in North America with the Business as conducted immediately prior to the Closing Date, or (ii) combine or collaborate with other employees or representatives of Seller or any third party for the purposes of offering any products or services which compete in anywhere in North America with the Products and Services of the Business immediately prior to the Closing Date ("Competitive Services"); *provided* that the foregoing will not restrict or prohibit Restricted Sellers or any of their Affiliates from maintaining and/or undertaking passive investments in Persons primarily engaged in any such business, provided the aggregate interest represented by such investments does not exceed five percent (5%) of any class of the outstanding equity or debt securities of any such Person.

(c) For and during the Restrictive Period, each Restricted Seller will not, and shall cause each of its Affiliates not to, directly or indirectly, either for itself, himself or herself, or for any other Person, service or supervise or assist in the servicing or supervision of, divert or take away or attempt to divert or take away, or directly or indirectly call on or solicit or attempt to call on or solicit any of the Clients for the purpose of soliciting, selling or recommending Competitive Services, or communicate, advise or consult with, write or respond to or inform any such Client for the purpose of soliciting, selling or recommending Competitive Services, or otherwise attempt to induce any such Client to terminate, amend, modify or reduce such Client's relationship with Buyer, as the case may be, in respect of Competing Services.

(d) For and during the Restrictive Period, each Restricted Seller will not, and shall cause each of its Affiliates and each of the directors, officers and employees of each Restricted Seller and each of such Affiliates not to, directly or indirectly, solicit for employment any person while such person is, or was within the twelve-month period prior to his or her solicitation, an Employee of the Business; *provided* that the foregoing restrictions do not apply to (i) any non-targeted general solicitations for employment (whether by newspaper, internet advertisement, headhunter solicitation or otherwise), or (ii) any solicitation for employment of any person whose employment was terminated by Buyer or an Affiliate of Buyer.

(e) Each Restricted Seller acknowledge that the periods of restriction, the geographical areas of restriction and the restraints imposed by the provisions of this Section 7.7 are entirely fair and reasonable and are properly and necessarily required for the adequate protection of the Business, operations and trade secrets and goodwill of the Business and are given as an integral part of this Agreement, but for which the Buyer would not have entered into this Agreement. It is the desire and intent of each Restricted Seller and the Buyer that the provisions of this Section 7.7 shall be enforced to the fullest extent permissible under the Applicable Law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if the final judgment of a court of competent jurisdiction declares that any term or provision of this Section 7.7, including any territorial or time limitations set forth in this Section 7.7, is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability will have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable against the parties as so modified. The provisions contained in this Section 7.7 are in addition to, and not in limitation of any rights the Buyer may have under any other contract, Applicable Law or otherwise. The remedies of the Buyer under this Section 7.7 shall not be limited by any Cap or Deductible set out in the ARTICLE X to this Agreement or any other limitation of liability set out in the provisions hereof and, in addition to any other remedies set out in this Section 7.7 and otherwise in this Agreement, each Restricted Seller shall be liable for any Losses caused by its own breach of this Section 7.7. Each Restricted Seller agrees that any violation of the covenants contained in this Section 7.7 is likely to cause irreparable damage to Buyer; therefore, in addition to any other remedies Buyer may have under this Agreement or otherwise, Buyer will be entitled to an injunction from any court of competent jurisdiction restraining each Restricted Seller or any of their Affiliates from committing or continuing any violation of this Section 7.7, without the requirement of posting any bond or other indemnity.

(f) Each Restricted Seller understands that the foregoing restrictions may limit to an extent such Restricted Seller's ability to earn a livelihood in a business similar to the Business, but each Restricted Seller nevertheless believes that it, he or she has received and shall receive sufficient consideration and benefits pursuant to this Agreement to clearly justify such restrictions which, in any event (given such Restricted Seller's experience, skills and ability) such Restricted Seller does not believe would prevent it, him or her from earning a living.

(g) The Restrictive Period shall be computed as to each Restricted Seller by excluding from the computation any time during which such Restricted Seller is in violation of any provision of Section 7.7(b) and any time during which there is pending in any court of competent jurisdiction any action (including any appeal from any final judgment) brought by any Person, whether or not a party to this Section 7.7, in which action the Buyer seeks to enforce the agreements and covenants in this Section 7.7 or in which any Person contests the validity of such agreements and covenants or their enforceability or seeks to avoid their performance or enforcement which is determined adversely against such Restricted Seller or such other party.

(h) The failure of the Buyer at any time to require performance by a Restricted Seller of any provision hereunder shall in no way affect the right of the Buyer thereafter to enforce the same; and the waiver by the Buyer of a breach of any provision of this Section 7.7 shall not operate as or be construed a waiver of any subsequent breach thereof.

7.8 Post-Closing Receipts. In the event that any party after the Closing Date receives any funds properly belonging to another party in accordance with the terms of this Agreement, the receiving party will promptly so advise such other party, will segregate and hold such funds in trust for the benefit of such other party and will promptly deliver such funds to an account or accounts designated in writing by such other party.

7.9 Records and Documents.

(a) Seller shall use reasonable best efforts to deliver or cause to be delivered to Buyer at Closing all properties, books, records, Contracts, information and documents relating to the Business that are not then in the possession or control of the Business at the sites that will be transferred to Buyer and its Affiliates upon Closing.

(b) Seller and Buyer agree that each of them will, and will cause their respective Affiliates to, preserve and keep the records held by it relating to the Business in accordance with their respective corporate records retention policies (and in any event as may be required by Applicable Law); *provided* that prior to disposing of any such records in accordance with such policies, the applicable party shall provide written notice to the other party of its intent to dispose of such records and shall provide such other party the opportunity to take ownership and possession of such records (at such other party's sole expense) to the extent they relate to such other party's business or obligations within 30 days after such notice is delivered. If such other party does not confirm its intention in writing to take ownership and possession of such records within such 30-day period, the party who possesses the records may proceed with the disposition of such records. Seller and Buyer shall make such records available to the other, and to their Employees, agents, auditors and representatives access, during normal business hours, as may be reasonably required by such party in connection with any reasonable business purpose including (i) any insurance claims by, Legal Proceedings against, or investigations of Seller or Buyer or any of their respective Affiliates by any Governmental Entity, (ii) in order to enable Seller or Buyer to comply with their respective obligations under this Agreement and each Transaction Document, (iii) to the extent necessary in connection with their respective financial or legal reporting obligations relating to any period ending on or before the Closing Date or (iv) for the preparation and filing of Tax Returns, reports or forms for the defense of any Tax claims, assessments, audits or disputes. Except as otherwise agreed in writing, each party shall reimburse the other for reasonable out-of-pocket costs and expenses incurred in assisting the other pursuant to this Section 7.9(b). Each party shall have the right to copy any of such records at its own expense.

7.10 Seller Obligation to Change Name. Seller will take any and all action necessary to change its names, effective no later than five (5) Business Days after the Closing, to a name that does not include or relate to and is not based on or likely to be confused with the names

"Intelligent", "Payment", or "Processing", or any combination thereof. Beginning immediately following the Closing, Seller will cause each Affiliate not party hereto (if any) to, cease using any trademark, brand name, trade name, corporate name, domain name or other indication of source or origin that includes, is based on, relates to or is likely to be confused with any Purchased Intellectual Property or any other similar term or derivative thereof.

7.11 Litigation Support. In the event and for so long as any party to this Agreement is actively contesting or defending against any charge, complaint, action, audit, suit, proceeding, hearing, investigation, claim or demand in connection with (a) the transactions contemplated by this Agreement and the Transaction Documents or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction on or prior to the Closing Date involving Seller, Parent or Buyer, each of the other parties will cooperate with the contesting or defending party and its counsel in the contest or defense, make available its personnel and provide such testimony and access to its books and records as may be reasonably necessary in connection with the contest or defense, at the sole cost and expense of the contesting or defending party (unless the contesting or defending party is entitled to indemnification therefor under ARTICLE X). Without limiting the generality of the foregoing, the Seller will assist Buyer, at Buyer's request and expense, in its assertion of the Prior User Defense relating to any Purchased Intellectual Property, including providing documentation, testimonial evidence, and other reasonably requested assistance to help Buyer establish, substantiate and prove such defense.

7.12 Melrose Guarantee. Melrose hereby irrevocably and unconditionally: (i) guarantees the timely and complete performance of each and every obligation of Seller under this Agreement and under any Transaction Document to which Seller is a party; and (ii) acknowledges and confirms that it may be held liable by Buyer for the performance of the obligations of Seller under this Agreement and under any Transaction Document to which Seller is a party.

7.13 Guarantee of Credit Card Debt. For a period of one hundred and eighty (180) days following the Closing Date, Seller and Michael will not terminate any guarantees given by the Seller or Michael in respect of the bona fide credit card debt of the Business, including without limitation the credit card debt set out on Schedule 2.3(e). The Buyer shall not cancel, or cause to be cancelled by removal of guarantees, any credit card account listed on Schedule 2.3(e) for a period of one hundred and eighty (180) days following the Closing.

7.14 Settlement of Bona Fide Seller Debt. Buyer and Seller shall co-operate and use their commercially reasonable efforts to settle (i) all bona fide Seller debt listed on Schedule 2.3(d) and (ii) the debts arising under the Guy Manasse Note. One half of the difference between $650,000 and the amounts paid by Buyer in respect of the foregoing settlements shall be credited to the amount due to Seller under the Promissory Note. Such amounts shall be added to the payments due under the Promissory Note in the manner set out in Section3.3(e)(ii)(B).

ARTICLE VIII
CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligation of Buyer and Parent to consummate the transactions contemplated by this Agreement will be subject to the satisfaction, at or prior to the Closing, of all of the following conditions, which are for the exclusive benefit of Buyer and Parent, any one or more of which may be waived in writing by Buyer or Parent:

8.1 Representations and Warranties. Each of the representations and warranties of Seller and Melrose set forth in the Agreement will be true and correct in all material respects (except for representations and warranties qualified by materiality or "Material Adverse Effect," which will be true and correct in all respects) as of the Closing Date (without giving effect to any Disclosure Schedule Supplement) as though then made, except for those representations and warranties that address matters only as of a particular date, in which case such representations and warranties will be true and correct in all material respects (except for representations and warranties qualified by materiality or "Material Adverse Effect," which will be true and correct in all respects) only as of such date.

8.2 Performance. Seller and Melrose will have performed and complied in all respects with all obligations and covenants set forth in this Agreement to be performed and complied with by them on or prior to the Closing Date.

8.3 Absence of Litigation. There will not be any Legal Proceeding pending or threatened, whether in writing or reasonably communicated to the management of Seller or Melrose, before any Governmental Entity or before any arbitrator wherein an unfavorable injunction, judgment, Order, decree, ruling or charge could reasonably be expected to (a) prevent or enjoin the consummation of any of the transactions contemplated by this Agreement or any Transaction Document, (b) cause any of the transactions contemplated by this Agreement or any Transaction Document to be rescinded following consummation, (c) affect materially and adversely the right of Buyer following the Closing Date to own and operate any of the Sale Assets or to discharge and perform the Assumed Liabilities or (d) affect materially and adversely, including through the imposition of any divestiture requirement, the right of Buyer following the Closing Date to operate the Business as presently operated by each Seller (and no such injunction, judgment, Order, decree, ruling or charge will be in effect).

8.4 No Material Adverse Effect. There will not have occurred from the date hereof through and including the Closing Date any Material Adverse Effect.

8.5 Closing Deliveries. At the Closing, Seller and Melrose shall have delivered to Buyer those items set forth in Section 3.6 and Section 3.9 respectively.

8.6 Regulatory Approvals. All necessary governmental approvals will have been received.

8.7 Due Diligence. Buyer shall have been satisfied in its sole discretion with its due diligence investigations in respect of the Seller, the Sale Assets and the Business.

8.8 Employment Agreements. Buyer shall have entered into employment agreements with Dean Fournaris and Daniel Ducomb upon terms and conditions satisfactory to Buyer in its sole and absolute discretion.

8.9 Share Issuances. Buyer shall have entered into the following agreements in connection with the issuance of shares of the Buyer, upon terms and conditions satisfactory to the Buyer in its sole and absolute discretion:

(a) a subscription agreement with Daniel Ducomb for the issuance to Daniel Ducomb of a number of common shares in the capital of Parent equal to 0.67% of the issued and outstanding capital stock of Parent. For further clarity, except for the issuance of stock options by Parent, the common shares issued by Parent to Daniel Ducomb shall be equal to 0.67% of the fully diluted shares of Parent prior to the equity financing set out in Section 13.1 hereof; and

(b) a subscription agreement with Dean Fournaris for the issuance to Dean Fournaris of a number of common shares in the capital of Parent equal to 3.6% of the issued and outstanding capital stock of Parent. For further clarity, except for the issuance of stock options by Parent, the common shares issued by Parent to Dean Fournaris shall be equal to 3.6% of the fully diluted shares of Parent prior to the equity financing set out in Section 13.1 hereof.

8.10 Release of Interest in TCCI. Seller or Michael, as applicable shall have executed (1) a transfer of all of its Units or other ownership interests in The Card Collaborative International, LLC ("TCCI") to TCCI and (2) a release in respect of the foregoing Units and ownership interests.

8.11 Releases. Buyer shall have received full and final releases from Guy Manasse, Daniel Ducomb and Dean Fournaris in a form acceptable to Buyer in its sole and absolute discretion.

8.12 Completion of Purchase of The Card Collaborative International, LLC. The conditions precedent in favor of Parent and Tempo Servicing Corp. under the limited liability company purchase agreement dated effective as of the date hereof among The Card Collaborative International, LLC, Shawn Carden, Heather Carden, Tempo Servicing Corp. and Parent shall have been satisfied.

ARTICLE IX
CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligation of Seller to consummate the transactions contemplated by this Agreement will be subject to the satisfaction, at or prior to the Closing, of all of the following conditions, any one or more of which may be waived in writing by Seller:

9.1 Representations and Warranties. Each of the representations and warranties of the Buyer and Parent set forth in this Agreement will be true and correct in all material respects (except for representations and warranties qualified by materiality, which will be true and correct in all respects) as of the Closing Date as though then made, except for those representations and warranties that address matters only as of a particular date, in which case such representations and warranties will be true and correct in all material respects (except for representations and warranties qualified by materiality, which will be true and correct in all respects) only as of such date.

9.2 Performance. Each of Buyer and Parent will have performed and complied in all respects with all obligations and covenants set forth in this Agreement to be performed and complied with by it on or prior to the Closing Date.

9.3 Absence of Litigation. There will not be any Legal Proceeding pending or threatened, whether in writing or reasonably communicated to the management of Buyer or Parent, before any Governmental Entity or before any arbitrator wherein an unfavorable injunction, judgment, Order, decree, ruling or charge could reasonably be expected to (a) prevent or enjoin the consummation of any of the transactions contemplated by this Agreement or any Transaction Document, (b) cause any of the transactions contemplated by this Agreement or any Transaction Document to be rescinded following consummation or (c) affect materially or adversely the right of the Buyer or Parent following the Closing Date to discharge and perform the Assumed Liabilities.

9.4 Buyer's Deliveries. At the Closing, Buyer and Parent shall have delivered to Seller those items set forth in Section 3.7 and Section 3.8.

9.5 Michael Trimarco Employment Agreement. Parent, Buyer and Seller agree to the following with respect to the Mike Trimarco ("Trimarco") Employment Agreement:

(a) Within 90 days of the Closing Date, Buyer shall enter into an Employment Agreement or Independent Contractor Agreement with Michael Trimarco, which shall include the following material terms: (i) Trimarco's title shall be "Executive Vice-President for Business and Corporate Development", (ii) Trimarco will be paid for services rendered a base salary or contracted rate of TWENTY-EIGHT THOUSAND FIVE HUNDRED USD PER MONTH ($28,500USD/month) commencing on the Closing Date, (iii) Trimarco shall not be required to relocate to the New York City area to perform his duties, and (b) The general terms and conditions of said Trimarco agreement shall be agreed upon by both Trimarco and Buyer or Parent, as applicable, and shall have terms that are substantially similar to or the equivalent of the employment terms of any executive vice-president, chief operating officer or other executive of the Parent or Buyer that is of similar rank to Trimarco and that is employed in similar circumstances."

ARTICLE X
REMEDIES

10.1 Survival of Obligations. All of the representations and warranties contained in this Agreement or in any Transaction Document will survive and continue in full force and effect until the second anniversary of the Closing Date, except that (a) the representations and warranties contained in Sections 4.1 (*Organization; Authority; Binding Obligation; Capitalization*), 4.2 (*Noncontravention; Consents*), 4.3 (*Title and Condition of Assets*), 4.26

(*Brokers' Fees*) (the "Fundamental Reps"), 5.1 (*Organization; Authority; Binding Obligation*), 5.2 (*Noncontravention; Consents*), 5.3 (*Organization; Authority; Binding Obligation*), 5.4 (*Noncontravention; Consents*) and 5.6 (*Brokers' Fees*) hereof will survive the Closing indefinitely, (b) the representations and warranties contained in Section 4.13 (*Intellectual Property*) hereof will survive the Closing until the third anniversary of the Closing Date, and (c) the representations and warranties contained in Sections 4.12 (*Tax Matters*), 4.18 (*Employee Benefits*) and 4.19 (*Environmental, Health and Safety Matters*) hereof will survive the Closing until 90 days after the expiration of the applicable statute of limitations, if any, during which an assessment, reassessment or other form of recognized document assessing Liability for tax, interest or penalties under Applicable Law relating to Taxes. All covenants or agreements contained in this Agreement or any other Transaction Document will survive indefinitely or in accordance with their express terms. No knowledge of, or investigation by or on behalf of, any party hereto will constitute a waiver of such party's right to enforce any covenant, representation or warranty, contained herein by any of the other parties or affect the right of a party to indemnification. Notwithstanding the foregoing, any information set forth in a Disclosure Schedule or a Disclosure Schedule Supplement shall be deemed to form part of the representation and warranty to which it relates. The Buyer shall be deemed to have knowledge of all matters set forth in the Disclosure Schedules and Disclosure Schedule Supplements. Notwithstanding anything herein to the contrary, each representation or warranty which is the subject of one or more claims asserted in writing prior to the expiration of the applicable period set forth above will survive with respect to the related claim or claims until the final resolution thereof, and each such claim shall be resolved in compliance with Applicable Laws in effect at the time. Each of the representations and warranties in ARTICLE IV and ARTICLE V is a separate and independent warranty and will be applied and interpreted separately and independently from all other representations and warranties.

10.2 Indemnification by Seller and Melrose.

(a) Subject to the terms and conditions of this ARTICLE X, Seller and Melrose, jointly and severally, agree to reimburse, defend, indemnify and hold harmless Buyer, Parent and each of their present Affiliates and their respective managers, directors, officers, employees and representatives (collectively, the "Buyer Indemnified Parties") from, against and in respect of any and all Losses resulting from, or that exist or arise due to, any of the following (collectively, "Buyer Claims"):

(i) prior to their expiration in accordance with Section 10.1 hereof, any inaccuracy of any representation or breach of any warranty made or given by Seller or Melrose in this Agreement, any Transaction Document to which Seller or Melrose is a party or any certificate delivered by Seller or Melrose pursuant hereto (disregarding any qualifications of materiality or "Material Adverse Effect"), other than an inaccuracy of any representation or breach of any warranty under the Fundamental Reps or inaccuracies or breaches resulting from or due to any fraud, intentional misrepresentation, willful misconduct or criminal acts committed by or on behalf of Seller or any of its Affiliates on or prior to the Closing;

(ii) any inaccuracy of any representation or breach of any warranty made or given by Seller or Melrose with respect to any of the Fundamental Reps (disregarding any qualifications of materiality or "Material Adverse Effect");

(iii) prior to their expiration in accordance with Section 10.1 hereof, any breach of or failure by Seller and Melrose to perform or comply with any covenant or agreement contained in this Agreement or any Transaction Document to which Seller or Melrose is a party;

(iv) any Excluded Asset or Excluded Liability;

(v) the failure of Buyer or Seller to comply with any Applicable Laws concerning bulk sales in connection with the transactions contemplated hereby or otherwise; and

(vi) any fraud, intentional misrepresentation, willful misconduct or criminal acts committed by or on behalf of Seller or any of its Affiliates on or prior to the Closing Date that related to the transactions contemplated by this Agreement.

(b) Notwithstanding Section 10.2(a) hereof, the obligations of Seller and Melrose pursuant to Section 10.2(a)(i) hereof: other than with respect to Sections 4.1 (*Organization; Authority; Binding Obligation; Capitalization*), 4.2 (*Noncontravention; Consents*), 4.3 (*Title and Condition of Assets*), 4.11 (*Tax Matters*), 4.16 (*Product Warranty; Product Liability*), and 4.26 (*Brokers' Fees*): (i) will not apply, until the aggregate of all such Losses claimed by all Buyer Indemnified Parties, or any of them under Section 10.2 exceeds 5% of the Consideration (the "Deductible"), after which the Buyer Indemnified Parties shall be entitled to recover all such Losses above and below the Deductible; and (ii) and will not exceed 50% of the amount owing to Seller under the Promissory Note on the date that the first Buyer Claim is made (the "Cap").

(c) Without limiting the generality of Section 10.2(a) hereof, Seller and Melrose, jointly and severally, agree to reimburse, defend, indemnify and hold harmless the Buyer Indemnified Parties from, against and in respect of any and all payments made by the Buyer or its Affiliates to Guy Manasse in excess of the consideration payable to Guy Manasse or the Seller pursuant to Buyer Manasse Note. For further clarity, the Deductible and the Cap shall not apply to this indemnity.

(d) All amounts owing pursuant to this Section 10.2 will be paid promptly, and in any event not more than five (5) Business Days following the final adjudication or determination thereof, by wire transfer of immediately available funds to the account designated in writing by any Buyer Indemnified Party entitled to such payment, except that the Buyer may elect in its sole discretion to set off such amounts owing against the Promissory Note if such amount is not paid in accordance with this Section.

(e) In no event shall Seller or Melrose be liable for any Buyer Claims that are due to or arise from any of the following: (i) Indemnified Party's acts, failure to act or omission, (ii) Indemnified Party's failure to take all reasonable measures to mitigate the damages asserted by a Third Party claimant, (iii) Indemnified Party's failure to take actions to avoid additional damage claims that may be asserted by a Third Party, (iv) Indemnified Party's failure to timely respond or allow Indemnifying Party to respond to any Third Party claim prior to the expiration of any applicable statute of limitations, tolling period, or period of prescription or similar provision that prejudices or bars Indemnifying Party's rights to file or take action to assert any legal claim, defense or counterclaim against the Third Party claimant under the law.

10.3 Indemnification by Buyer and Parent.

(a) Subject to the terms and conditions of this ARTICLE X, from and after the Closing Date, each of Parent and Buyer agrees to reimburse, defend, indemnify and hold harmless Seller, Melrose and each of their present and future Affiliates and their respective managers, officers, employees and representatives (collectively, the "Seller Indemnified Parties") from, against and in respect of any and all Losses resulting from, or that exist or arise due to, any of the following (collectively, "Seller Claims", and together with Buyer Claims, the "Claims"):

(i) prior to their expiration in accordance with Section 10.1 hereof, any inaccuracy of any representation or breach of any warranty made or given by Buyer or Parent in this Agreement, any Transaction Document to which Buyer or Parent is a party or any certificate delivered by Buyer or Parent pursuant hereto (disregarding any qualifications of materiality or "Material Adverse Effect"), other than inaccuracies or breaches resulting from or due to any fraud, intentional misrepresentation, willful misconduct, or criminal acts committed by or on behalf of Buyer, Parent or any of their Affiliates on or prior to the Closing;

(ii) prior to their expiration in accordance with Section 10.1 hereof, any breach of or failure by Buyer, Parent or any of their Affiliates to perform or comply with any covenant or agreement contained in this Agreement or any Transaction Document to which Buyer or such of its Affiliates is a party;

(iii) any Assumed Liability;

(iv) all Liabilities arising solely from the ownership, possession, use, operation or sale or other disposition after the Closing Date of any of any Sale Assets, but excluding any Losses to the extent caused by, or arising from, (A) a breach of any representation or warranty of Seller or Melrose made herein or (B) any Excluded Asset or Excluded Liability;

(v) any fraud, intentional misrepresentation, willful misconduct, or criminal acts committed by or on behalf of Buyer or any of its Affiliates on or prior to the Closing Date that relate to the transactions contemplated by this Agreement.

(b) In no event shall the Buyer or Parent be liable for any Seller Claims that are due to or arise from any of the following: (i) any omission or failure to act of any Seller Indemnified Party, (ii) any Seller Indemnified Party's failure to take all reasonable measures to mitigate the damages asserted by a third party claimant pursuant to a Third Party Claim, (iii) any Seller Indemnified Party's failure to take actions to avoid additional damage claims that may be asserted by a third party pursuant to a Third Party Claim, (iv) a Seller Indemnified Party's failure to respond in a timely manner or allow Buyer, Parent or any other Buyer indemnifying party to respond to any Third Party Claim prior to the expiration of any applicable statute of limitations, tolling period, or period of prescription or similar provision that prejudices or bars Buyer, Parent or any other Buyer indemnifying party's rights to file or take action to assert any legal claim, defense or counterclaim under the law against the third party claimant under a Third Party Claim.

10.4 Procedures for Indemnification.

(a) No party hereto will be liable for any Claim for indemnification under this Article X unless written notice of a Claim for indemnification is delivered by the party seeking indemnification (the "Indemnified Party") to the party from whom indemnification is sought (the "Indemnifying Party") prior to the expiration of any applicable survival period set forth in Section 10.1 (in which event the Claim will survive until resolved). If any third party notifies the Indemnified Party with respect to any matter which may give rise to a Claim for indemnification (a "Third Party Claim") against the Indemnifying Party under this ARTICLE X including with respect to any Loss arising therefrom which would be within the applicable Deductible of the Indemnifying Party, then the Indemnified Party will notify the Indemnifying Party promptly thereof in writing and in any event within thirty (30) days after receiving written notice from a third party; provided that no delay on the part of the Indemnified Party in notifying the Indemnifying Party will relieve the Indemnifying Party from any obligation hereunder unless, and then only to the extent that, the Indemnifying Party is actually prejudiced thereby. All notices given pursuant to this Section 10.4(a) will describe with reasonable specificity the nature of the Claim, the amount of the Claim (if then known) and the basis of the Indemnified Party's Claim for indemnification.

(b) Following receipt of notice of a Claim in accordance with Section 10.4(a) (other than a Third Party Claim which will be governed by Section 10.4(c) below), the Indemnifying Party will have thirty (30) days from the date it receives notice of such Claim (the "Dispute Period") to make such investigation of the Claim as the Indemnifying Party deems necessary or desirable. For purposes of such investigation, the Indemnified Party will make available to the Indemnifying Party all the material information related to such Claim relied upon by, or in possession or control of, the Indemnified Party to substantiate such Claim. If the Indemnifying Party disagrees with the validity or amount of all or a portion of such Claim made by the Indemnified Party, the Indemnifying Party will deliver to the Indemnified Party written notice thereof (the "Dispute Notice") prior to the expiration of the Dispute Period. If no Dispute Notice is received by the Indemnified Party within the Dispute Period or the Indemnifying Party provides notice that it does not have a dispute with respect to such Claim, such Claim will be deemed approved and consented to by the Indemnifying Party (such Claim being referred to herein as an "Approved Indemnification Claim"). The Indemnifying Party will pay any such Approved Indemnification Claim within five (5) Business Days after such Claim is determined to be an Approved Indemnification Claim by wire transfer of immediately available funds to an account designated in writing by the Indemnified Party.

(c) After the Indemnified Party has given notice of a Third Party Claim to the Indemnifying Party pursuant to Section 10.4(a), the Indemnifying Party shall have the right to participate therein, subject to the rights of any insurer or other party who has potential liability in respect of such Third Party Claim and, by giving written notice to the Indemnified Party within thirty (30) days after receipt of notice of such Third Party Claim, to assume the defense thereof with counsel, experts and other professionals of its choice if it acknowledges in writing its responsibility for indemnification of such Claim hereunder (and all Losses relating thereto); *provided* that the Indemnified Party may participate in such defense and, after the Indemnifying Party assumes the defense thereof, the Indemnifying Party shall not be liable to the Indemnified Party for any further legal or other expenses subsequently incurred by the Indemnified Party in connection with the defense of the Third Party Claim, other than reasonable out-of-pocket costs of investigation. Notwithstanding the foregoing, the Indemnified Party shall have the right, at its election, to conduct its own defense, and if the Indemnified Party so elects then the Indemnifying Party may not assume such defense, if (i) the Indemnified Party elects to pursue one or more defenses or counterclaims available to it that are inconsistent with one or more of those that are being pursued by the Indemnifying Party in respect of such Third Party Claim or any litigation relating thereto, (ii) there is any other actual or perceived conflict of interest between the such parties in the litigation or (iii) the Third Party Claim (A) seeks injunctive or other nonmonetary relief against the Indemnified Party, (B) involves criminal or quasi-criminal allegations, (C) involves a Claim by or against a significant customer or supplier of the Indemnified Party, or (D) it is reasonably expected that the indemnification payments to be made by the Indemnifying Party in respect of such Third Party Claim, giving effect to the application of the Cap and the Deductible, will be greater than the Losses suffered by the Indemnified Party as a result of such Third Party Claim, and in such case, the Indemnifying Party shall reimburse the Indemnified Party for the reasonable legal and other expenses of its counsel in connection therewith. For so long as the Indemnifying Party does not assume the defense of a Third Party Claim or does not acknowledge in writing its responsibility for indemnification of such Claim hereunder, the Indemnified Party shall have the right to undertake the defense of such Third Party Claim, by counsel or other Representatives of its own choosing, on behalf of and for the account and risk of the Indemnifying Party (subject to the limitations on the Indemnifying Party's obligations to indemnify as set forth in this ARTICLE VII and the right of the Indemnifying Party to assume the defense of or opposition to such Third Party Claim at any reasonable time prior to settlement, compromise or final determination thereof). The party controlling the defense of a Third Party Claim shall consider in good faith any recommendations made by the other party with respect to the defense of such Third Party Claim.

(d) The Indemnified Party and the Indemnifying Party shall use all reasonable efforts to make available to the party which is undertaking and controlling the defence of any Third Party Claim (the "Defending Party"):

(i) those employees whose assistance, testimony or presence is necessary to assist the Defending Party in evaluating and in defending any Third Party Claim; and

(ii) all documents, records and other materials in the possession of such party reasonably required by the Defending Party for its use in defending any Third Party Claim,

and shall otherwise cooperate with the Defending Party. The Indemnifying Party shall be responsible for all expenses associated with making such documents, records and materials available and for all reasonable expenses of any employees made available by the Indemnified Party to the Indemnifying Party hereunder.

(e) Neither the Indemnified Party nor the Indemnifying Party will consent to the entry of any judgment or enter into any settlement of any Third Party Claim that might give rise to Liability of the other party under this ARTICLE X without such party's consent, which will not be unreasonably withheld or delayed.

(f) The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of any Claim shall be reduced by the amount by which a Claim or Third Party Claim have been reimbursed through insurance to the Indemnified Party.

(g) Notwithstanding any other provision in this ARTICLE X or elsewhere in this Agreement, nothing in this Agreement shall be deemed to require, either as a condition or otherwise, any person to disclose information protected from disclosure by the attorney-client privilege, attorney work product privilege or other evidentiary privilege, or by confidentiality obligations to third parties.

10.5 Treatment of Indemnity Payments. All indemnification payments made pursuant to this Agreement will be treated by the parties as adjustments to the Consideration.

10.6 Exclusive Remedy. Following the Closing Date, except as set forth in Sections 7.7(e) and 13.3 hereof, the parties' respective rights to indemnification pursuant to this Article X will be the sole and exclusive remedy available to the parties with respect to any and all claims with respect to the subject matter of this Agreement, the Transaction Documents or the transactions set forth herein; *provided* that the foregoing sentence will not be applicable in the case of any fraud, intentional misrepresentation, willful misconduct or criminal acts committed by or on behalf of any party hereto. Without limiting the generality or effect of the foregoing, the scope of Excluded Liabilities or Buyer and Parent indemnification rights hereunder, as a material inducement to the Buyer and Parent entering into this Agreement, Seller and Melrose hereby release and waive, from and after the Closing, any claim or cause of action, known and unknown, foreseen and unforeseen, which it or any of its Affiliates may have against the Business (other than with respect to the matters identified in Section 10.3).

10.7 Reimbursement Relating to Indemnification Payments. If the Indemnified Party receives any amounts under applicable third party insurance policies, or from any other Person alleged to be responsible for any Loss, subsequent to an indemnification payment by the Indemnifying Party, then such Indemnified Party will promptly reimburse the Indemnifying Party for any payment made or expense incurred by such Indemnifying Party in connection with providing such indemnification payment up to the amount received by the Indemnified Party net of any costs incurred by the Indemnifying Party including the amount of any deductible paid and any resulting increase in premiums payable.

ARTICLE XI
INTENTIONALLY OMITTED

ARTICLE XII
TERMINATION OF AGREEMENT

12.1 Termination.

(a) This Agreement may be terminated prior to the Closing as follows:

(i) by mutual written consent of Seller, Melrose, Parent and Buyer;

(ii) at the written election of Buyer, Parent or Seller, upon the issuance of any final, non-appealable Order by a court of competent jurisdiction precluding the consummation of the Closing or the transactions contemplated by this Agreement or the Transaction Documents (by injunction or otherwise);

(iii) at the written election of Buyer, Parent or Seller, if the Closing has not occurred on or before April 30, 2018 by reason of the failure to be satisfied of any of the conditions set forth in ARTICLE VIII or ARTICLE IX hereof, respectively; *provided* that no party may terminate this Agreement pursuant to this clause (iii) if the failure to consummate the transactions contemplated by this Agreement is the result of a breach of this Agreement by the party seeking to terminate this Agreement;

(iv) by Buyer or Parent, by giving written notice to Seller in the event Melrose or Seller is in breach of any representation, warranty, covenant or agreement contained in this Agreement, and such breach, individually or in combination with any other breach, (A) would cause any of the conditions in ARTICLE VIII not to be satisfied and (B) is not cured within thirty days following delivery by Buyer or Parent to Seller of written notice of such breach (provided that such notice and opportunity to cure shall not be required in the case of a breach that is not curable or where efforts to cure such breach have ceased); or

(v) by Seller, by giving written notice to Buyer in the event Buyer is in breach of any representation warranty, covenant or agreement contained in this Agreement, and such breach, individually or in combination with any other such breach, (A) would cause any of the conditions in ARTICLE IX not to be satisfied and (B) is not cured within thirty days following delivery by Seller to Buyer of written notice of such breach (provided that such notice and opportunity to cure shall not be required in the case of a breach that is not curable or where efforts to cure such breach have ceased).

(b). The termination of this Agreement will be effectuated by the delivery by the party terminating this Agreement to each other party of a written notice of such termination. If this Agreement so terminates, it will become null and void and have no further force or effect, except as provided in Section 12.2 hereof.

12.2 Survival After Termination. If this Agreement is terminated in accordance with Section 12.1 hereof and the transactions contemplated hereby are not consummated, this Agreement will become void and of no further force and effect, except that the provisions set forth in this Section 12.2 and ARTICLE XIII hereof will survive the termination of this Agreement. None of the parties hereto will have any Liability in respect of a termination of this Agreement, except with respect to this Section 12.2, 13.1 and 13.2 hereof and except for any Liability for any breach of this Agreement prior to any such termination.

ARTICLE XIII
MISCELLANEOUS

13.1 Expenses. Except as expressly provided herein, each party will bear its own costs and expenses incurred in connection with this Agreement, the Transaction Documents and the transactions contemplated hereby and thereby, whether or not such transactions are consummated.

13.2 Public Announcements. No press release or other public announcement concerning the transactions contemplated hereby will be issued or made by any party without the prior written consent of Seller, if issued by Buyer or Parent, or Buyer, if issued by Seller or Seller, except (a) a party may make any public disclosure it believes in good faith may be required by Applicable Law or the rules or regulations of any applicable securities exchange, in which case the party required to make the release or announcement will use commercially reasonable efforts to allow the other party reasonable time to comment on such release or announcement in advance of such issuance, (b) Buyer and Seller will agree on the content of the first announcement made to the Transferred Employees regarding the execution of this Agreement and the transactions contemplated hereby and (c) following the Closing, a party may make a public disclosure of the fact that the transactions contemplated hereunder have closed and of the identities of the parties hereto, as well as disclosures of information with respect to the transactions contemplated hereby that have previously been disclosed by either party in accordance with this Section 13.2.

13.3 Remedies. Each party acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached. Accordingly, except as otherwise set forth herein, each party agrees that the other parties hereto will be entitled to seek an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof without the requirement of posting any bond or other indemnity, in addition to any other remedy to which it may be entitled, at law or in equity. The rights and remedies under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that party may be entitled.

13.4 Amendment. This Agreement may be amended only by the execution and delivery of a written instrument by Melrose, Michael, Seller, Parent and Buyer.

13.5 Assignment; Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be transferred or assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other parties; *provided* that Buyer may, without the prior written consent of any other party to this Agreement, assign any or all of its rights and/or obligations under this Agreement or any of the Transaction Documents to one or more of its Affiliates or to a Buyer of all or substantially all of the Assets of the Business, whether by asset purchase, stock purchase, merger, consolidation or otherwise, *provided further* that, that in any such case Buyer shall remain responsible for the performance of all of its obligations hereunder. Any assignment in violation of this Section 13.5 shall be null and void and of no effect. Subject to the preceding sentence, this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

13.6 Time; Waiver. Time shall be of the essence in all respects of this Agreement. No agreement extending or waiving any provision of this Agreement will be valid or binding unless it is in writing and is executed and delivered by or on behalf of the party against which it is sought to be enforced. Unless otherwise agreed to by the parties, the failure in any one or more instances of a party hereto to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said party of any breach of any of the terms, covenants or conditions of this Agreement will not be construed as a subsequent waiver of any other terms, covenants, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

13.7 Counterparts. This Agreement may be executed in two or more counterparts (including by facsimile or electronic .pdf submission), and by the different parties in separate counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same Agreement.

13.8 Entire Agreement; Schedules. This Agreement, the Exhibits hereto, the Disclosure Schedules, the Transaction Documents and the other documents referred to herein collectively constitute the entire agreement among the parties and supersede any prior and contemporaneous understandings, agreements or representations by or among the parties (or any of their respective Affiliates), written or oral, that may have related in any way to the subject matter hereof or thereof. The information and disclosures contained in each of the Disclosure Schedules will be disclosed only to the extent described on the appropriate Disclosure Schedule and only with respect to the specific Disclosure Schedule on which such information and disclosure is set forth;

provided that such information or disclosures is hereby deemed to be incorporated by reference into a separate Disclosure Schedule if a specific cross reference to the relevant information and/or disclosure is set forth thereon.

13.9 Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under Applicable Law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

13.10 Descriptive Headings. The descriptive headings of this Agreement and the table of contents are inserted for convenience only and are not intended to be full or precise descriptions of the text to which they refer.

13.11 Notices. Any notice, request, instruction or other document to be given hereunder will be sent in writing and (a) delivered personally, (b) sent by reputable, overnight courier service (charges prepaid), (c) sent by registered or certified mail, postage prepaid, (d) or sent by facsimile, email or other means of electronic communication according to the instructions set forth below. Such notices will be deemed given at the time delivered by hand, if personally delivered, one (1) Business Day after being sent, if sent by a reputable, overnight courier service, at the time received, if sent by registered or certified mail, if delivered by email or other means of electronic communication at the time when such notice was sent, provided that no notice was provided to the sender that the email or other electronic communication was not delivered successfully, and at the time when confirmation of successful transmission is received by the sending facsimile machine, if sent by facsimile.

(i) if to Buyer or Parent, to:

B2-125 The Queensway, Suite 217
Toronto, Ontario
M8y 1H6
Attention: Michael Hilmer
Email: mike.hilmer.2016@gmail.com

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

WeirFoulds LLP
4100-66 Wellington Street West
PO Box 35
M5K 1B7
Toronto-Dominion Centre
Attention: David Brown
Email: dbrown@weirfoulds.com
Facsimile: 416-365-1876

(ii) if to Melrose to:

[NTD: To confirm]

(iii) if to Seller to:

[NTD: To confirm]

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

[NTD: To confirm]

or to any other address, email address or fax number or Person that the party designates.

13.12 No Third-Party Beneficiaries. The terms and provisions of this Agreement will not confer third-party beneficiary rights or remedies upon any Person other than the parties hereto and their respective successors and permitted assigns.

13.13 Construction.

(a) For purposes of this Agreement, whenever the context requires, the singular number will include the plural, and vice versa, the masculine gender will include the feminine and neuter genders, the feminine gender will include the masculine and neuter genders and the neuter gender will include masculine and feminine genders.

(b) As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation".

(c) Except as otherwise expressly indicated, all references in this Agreement to a "Section" or "Exhibit" are intended to refer to a section of or Exhibit to this Agreement, and all references to a "Schedule" are intended to refer to a Schedule of the Disclosure Schedules. The words "hereof", "herein", "hereto", "hereunder", "hereby" and similar expressions shall be construed as referring to this Agreement in its entirety and not to any particular Section or portion of it.

(d) Each party hereto has participated in the drafting of this Agreement, which each party acknowledges is the result of extensive negotiations between the parties. Consequently, this Agreement will be interpreted without reference to any rule or precept of Applicable Law that states that any ambiguity in a document be construed against the drafter.

(e) Unless otherwise indicated, all references in this Agreement to any statute include the regulations thereunder, in each case as amended, re-enacted, consolidated or replaced from time to time and in the case of any such amendment, re-enactment, consolidation or replacement, reference herein to a particular provision shall be read as referring to such amended, re-enacted, consolidated or replaced provision and also include, unless the context otherwise requires, all applicable guidelines, bulletins or policies made in connection therewith and which are legally binding.

(f) All references herein to any agreement (including this Agreement), document or instrument mean such agreement, document or instrument as amended, supplemented, modified, varied, restated or replaced from time to time in accordance with the terms thereof and, unless otherwise specified therein, includes all schedules and exhibits attached thereto.

(g) References to "in writing", "written" and similar expressions include material that is printed, handwritten, typewritten, faxed, emailed, or otherwise capable of being visually reproduced at the point of reception.

13.14 Waiver of Jury Trial. EACH PARTY HERETO WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

13.15 Consent to Jurisdiction. Each of the parties hereby irrevocably and unconditionally consents to submit to the jurisdiction of the courts of the Province of Ontario for any Legal Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or any of the other transactions contemplated hereby (and agrees not to commence any litigation relating hereto except in such courts), and further agrees that service of any process, summons, notice or document by registered mail to its respective address set forth in Section 13.11, shall be effective service of process for any litigation brought against it in any such court. Each of the parties hereby irrevocably and unconditionally waives any objection to the laying of venue of any litigation arising out of this Agreement or the transactions contemplated hereby or any of the other transactions contemplated hereby in the courts of the Province of Ontario and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such litigation brought in any such court has been brought in an inconvenient forum and waives any bond, surety or other security that might be required of any other party with respect thereto.

13.16 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein, without giving effect to any law or rule that would cause the laws of any jurisdiction other than the province of Ontario to be applied.

13.17 Independent Advice. The Seller and Melrose hereby acknowledge that, with respect to this Agreement, the Transaction Documents and the transactions contemplated herein and therein, WeirFoulds LLP is acting as counsel to the Buyer only and not as counsel to the Seller or Melrose. Each of the Seller and Melrose acknowledges that (a) it has had sufficient time and opportunity to obtain such legal, tax and other professional advice as may be necessary or advisable in connection with this Agreement, the Transaction Documents and the transactions contemplated herein and therein and (b) it understands the terms of this Agreement and has sought such legal, tax or other professional advice or waived such advice.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

BUYER:

TEMPO MARKETING CORP.

By: ______________________
Name: Mike Hilmer
Title: Director
I have authority to bind the Corporation.

PARENT:

10588164 CANADA CORP.

By: ______________________
Name: Mike Hilmer
Title: Director
I have authority to bind the Corporation.

SELLER:

INTELLIGENT PAYMENT PROCESSING INC.

By: ______________________
Name: ______________________
Title: ______________________
I have authority to bind the Corporation.

____
MICHAEL TRIMARCO
A party solely for the purposes of Sections 7.7, 7.13, 8.10, and 13.4 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the Effective Date.

BUYER:

TEMPO MARKETING CORP.

By: ______________________________
Name: ____________________________
Title: _____________________________
I have authority to bind the Corporation.

PARENT:

10588164 CANADA CORP.

By: ______________________________
Name: ____________________________
Title: _____________________________
I have authority to bind the Corporation.

SELLER:

INTELLIGENT PAYMENT PROCESSING INC.

By: ______________________________
Name: Michael C. Trimarco
Title: President
I have authority to bind the Corporation.

____
MICHAEL TRIMARCO
A party solely for the purposes of Sections 7.7, 7.13, 8.10, and 13.4 of this Agreement.

MELROSE:

MELROSE VENTURES LLC

By: ______________________
Name: Micahel C. Trimarco
Title: President
I have authority to bind the Corporation.