This is the 1st affidavit of Cole Lysaught in this case and was made on December 8, 2022.

No. S-229856
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CPL INVESTMENTS LLC and ULOO PARTNERS LLC

PETITIONERS

AND:

BLOOM HEALTH PARTNERS INC.

RESPONDENT

AFFIDAVIT

I, Cole Lysaught, care of 2500-700 West Georgia Street, Vancouver, businessperson, AFFIRM THAT:

1. I am the Manager of CPL Investments LLC ("**CPL**"), one of the Petitioners in these proceedings, and I work on contract for Round Hill Health Partners, LLC ("**Round Hill**"), a subsidiary of the Respondent. I have knowledge of the matters to which I hereinafter depose. Where my affidavit is stated to be based on information I have received from others, I believe that information to be true.

2. The Petitioner, CPL, is a limited liability company with an office at 1920 McKinney Avenue, 8th Floor, Dallas, TX 75201.

3. The Petitioner, Uloo Partners LLC ("**Uloo**", and together with CPL, the "**Sellers**"), is a limited liability company with an office at 3311 Drexel Dr., Houston, TX 77027.

4. Uloo is the holding company of Abbas Khan. Abbas Khan and I started the COVID-19 testing business of Round Hill together in May 2020, and worked together to grow the business until its sale in July 2021. We are in regular communication regarding this matter

and, where I make reference to the Sellers or Uloo, I do so with Mr. Khan's knowledge and consent.

5. The Sellers entered into a certain Membership Interest Purchase and **Contribution** Agreement, dated as of June 29, 2021 (as subsequently amended, the "**Purchase Agreement**") with Bloom Health Holdings Corp. (the "**Buyer**"), as buyer, Bloom Health Partners Inc. ("**Bloom Health**"), as buyer parent, Bloom Health Capital Corp. ("**Bloom Capital**", and collectively with the Buyer and Bloom Health, the "**Bloom Health Group**"), and Round Hill. A copy of the Purchase Agreement, with certain employee names redacted, is attached hereto as Exhibit "A".

6. To the best of my knowledge, given the Purchase Agreement and the representations made surrounding the transaction:

   (a) Bloom Health is a corporation organized pursuant to the laws of the Province of British Columbia, with a registered and records office at Suite 2200, HSBC Building, 885 West Georgia Street, Vancouver, B.C., V6C 3E8. A copy of a corporate search of Bloom Health is attached as Exhibit "B";

   (b) Bloom Health formerly did business under the name Maitri Health Technologies Corp.;

   (c) Bloom Health is a public company listed on the Canadian Securities Exchange;

   (d) Bloom Health wholly owns the Buyer, a Delaware corporation, with a registered and records office at 838 Walker Road Suite 21-2, Dover, DE 19904;

   (e) Bloom Capital is a Delaware corporation, with a registered and records office at 838 Walker Road Suite 21-2, Dover, DE 19904.

7. As a result of the transactions contemplated by the Purchase Agreement, the Buyer acquired the COVID-19 testing services and business of Round Hill.

8. To the best of my knowledge, the Buyer owns all of the Class A Voting Shares of Bloom Capital, and the Sellers own all of the outstanding Class B Non-Voting Shares of Bloom Capital.

9. Round Hill is a Texas limited liability company corporation, with a registered and records office at 860 Hebron Parkway, Suite 501, Lewisville, TX 75057.

Purchase Agreement

10. Pursuant to the Purchase Agreement, the Buyer acquired from the Sellers 88% of the issued and outstanding membership interests of Round Hill (the "**Purchased Membership Interests**"), and the Sellers contributed to Bloom Capital the remaining 12% of the membership interests of Round Hill (the "**Contributed Membership Interests**").

11. In consideration for the sale of the Purchased Membership Interests, the Buyer was to pay or cause to be paid to the Sellers an aggregate of US$12,250,000 (the "**Cash Consideration**").

12. The Cash Consideration was to be paid in quarterly installments tied to Round Hill's EBITDA, with the full aggregate Cash Consideration being paid on or before December 31, 2023.

13. In consideration for the contribution of the Contributed Membership Interests, each of the Sellers received its pro rata share of 2,803 Class B Shares in the capital of Bloom Capital (the "**Equity Consideration**").

14. Until December 31, 2023, the Sellers each have the right to nominate an individual to serve on Bloom Health's board of directors.

15. The Purchase Agreement also provides for additional payments to be owing to the Sellers, in addition to the Cash Consideration, if certain EBITDA or market capitalization targets are met (the "**Milestone Payments**").

16. There are also circumstances where Bloom Hill would assume liability for certain Milestone Payments, including on a sale of 51% or more of the assets of any of the entities in the Bloom Health Group.

17. Pursuant to the indemnification provisions of the Purchase Agreement, all entities in the Bloom Health Group, including Bloom Health, are to indemnify the Sellers for losses suffered as a result of operating Round Hill after closing.

18. The Purchase Agreement also includes the key terms of consulting or employment agreements to be entered into on closing between Round Hill and the principals of each of the Sellers.

19. On or about July 14, 2021, the parties to the Purchase Agreement entered into an amendment to clarify certain terms of the agreement and to waive certain closing conditions to enable closing to occur on July 14, 2021 (the "**First Amendment**"). The First Amendment is attached hereto as Exhibit "C".

20. On or about March 15, 2022, the parties to the Purchase Agreement entered into a second amendment to defer the payment obligations of the Buyer with respect to the quarters ending September 30 and December 31, 2021, to June 30, 2022 (the "**Second Amendment**"). The Second Amendment is attached hereto as Exhibit "D".

Breaches of the Purchase Agreement and Demand

21. On or about October 28, 2022, counsel for the Sellers sent a letter (the "**Demand Letter**") to Bloom Health, the Buyer, Bloom Capital and Round Hill to formally notify them of the Buyer's repeated material breaches of the Purchase Agreement. A copy of the Demand Letter is attached hereto as Exhibit "E".

22. Specifically, the Buyer repeatedly failed to make payments owed to Sellers and has not yet made a single timely and full payment of its quarterly payment obligations of the Cash Consideration.

23. As of the date of the Demand Letter, the Buyer owed the Sellers US$3,179,760 for the quarters ending September 30, 2021, December 31, 2021, and March 31, 2022, as set forth in more detail in the Demand Letter.

24. On July 20, 2022, the Buyer made a partial payment of US$1,500,000 to the Sellers in respect of the amounts due and deferred pursuant to the Second Amendment.

25. As of the date of the Demand Letter, the Buyer still owed US$1,990,661 to the Sellers for the quarter ending September 30, 2021, US$716,591, for the quarter ending December 31, 2021, and US$458,636 for the quarter ending March 31, 2022, with interest on these amounts continuing to accrue at 6% per annum.

26. In addition to failing to make timely payments of the Cash Consideration, the Buyer breached other obligations under the Purchase Agreement, including providing the Sellers with reasonable calculations of EBITDA within sixty (60) days of the end of each fiscal quarter.

27. By the Demand Letter, the Sellers demanded that the Buyer (1) immediately pay the Sellers US$3,179,760 for the amounts owed to date, and (2) provide the Sellers with a calculation of EBITDA for the quarter ending June 30, 2022.

28. The Demand Letter states that if the breaches were not remedied by November 4, 2022, the Sellers would have no choice but to take legal action.

29. Since issuing the Demand Letter, the Buyer provided the Sellers with a calculation of EBITDA as of October 28, 2022, for the quarter ending June 30, 2022. This calculation increased the amount owing to the Sellers to US$1,917,389 in principal and US$8,825 in interest.

30. The Sellers received US$1,350,000 payments in respect of the Cash Consideration since the Demand Letter was sent.

31. As of the date of this affidavit, the Buyer continues to be in breach of its obligations under the Purchase Agreement including owing at least the amount of US$3,221,580 to the Sellers plus interest that continues to accrue.

32. Over the past year or so, I was advised by representatives of the Bloom Health Group of various payments from the Buyer or Round Hill on behalf of the Buyer to Bloom Health. Cumulatively, Bloom Health received at least US$1.1 million in loans or dividends since November 2021.

33. I was also advised by the now-former CEO of Bloom Health of a private placement several months ago by which Bloom Health raised US$1.6 million.

34. When the Buyer failed to pay amounts owing to the Sellers, I asked the now-former CFO of Bloom Health for payment. The now-former CFO informed me that funds could not be advanced from the Buyer because funds were not available.

35. After the Demand Letter was sent, the now-former CFO reported to the board of the Buyer and to me regarding finances of Bloom Health. This reporting showed that, notwithstanding having no ongoing operations or significant expenses, and while obligations to creditors of the Buyer remained unpaid, Bloom Health appeared to have dissipated all of the funds from the private placement and received from the Buyer or Round Hill (the "**Dissipated Funds**").

Recent Events

36. Since the issuance of the Demand Letter, the Sellers and the Buyer have been in discussions regarding payment of the outstanding amounts of the Cash Consideration and the future operations of the Buyer and its subsidiaries.

37. On or about November 18, 2022, the interim CEO of Bloom Health informed the Sellers that:

    (a) the board of directors of Bloom Health had resigned and the public company no longer had any directors; and

    (b) the likely path of the Buyer and its subsidiaries was an orderly wind down of their operations.

38. Round Hill historically provided COVID-19 testing services to various organizations, including state school systems and the film industry.

39. Round Hill has an ongoing contract in its Hawaii facility that should complete by the end of 2022.

40. Round Hill also provides COVID-19 testing for the Texas Department of State Health Services in a contract that will be completed on or about July 31, 2023 (the "**Texas State Health Contract**").

41. These ongoing contracts result in positive profits for Round Hill that then serve to satisfy creditor claims of the Bloom Health Group.

42. Further, the Texas State Health Contract was entered into by Round Hill as part of Texas State and Federal initiatives regarding the safe return to in-person schooling for children, faculty and staff. Funding for the testing program comes from Federal grant money from the US Center for Disease Control. To the best of my knowledge, Round Hill is one of five contractors that cover the entire State of Texas.

43. The back-to-school season after the upcoming winter holidays is particularly busy, as was the period after American Thanksgiving.

44. Thousands of students, faculty, and staff depend on Round Hill to provide testing on a weekly basis.

45. Also, dozens of employees and contractors depend on Round Hill and the work flowing from the Texas State Health Contract.

46. I am in regular communication with the interim CEO of Bloom Health regarding a path forward for Bloom Health and a resolution of the Buyer's liabilities to the Sellers.

47. The interim CEO has advised me on multiple occasions that the Buyer intends to facilitate the liquidation of assets not needed for current contracts as soon as possible, and to liquidate assets currently in use as those contracts complete.

48. To the best of my knowledge, the Sellers are by far the largest creditor of the Bloom Health Group and the critical party necessary to reach a resolution with the Buyer to wind them down in an orderly fashion.

49. As part of my discussions with the interim CEO of Bloom Health, she advised me that she required additional direction and governance support at the Bloom Health level to support the interim CEO in implementing the wind down plan.

50. My understanding is that, because Bloom Health is a public company, calling a shareholders' meeting to appoint new directors would require significant notice to shareholders, leaving the company without management in the interim.

51. In addition, I understand that Bloom Health has not identified any new directors who would be willing to serve on the board of Bloom Health during a wind down, and possible insolvency, scenario.

52. Pursuant to the Purchase Agreement, the Sellers each have the right to nominate a board member, but they have not been able to identify individuals who would be willing to serve.

53. On or about November 18, 2022, the interim CEO of Bloom Health informed me that she would not be opposed to the appointment of a receiver of Bloom Health to act in place of a board of directors.

54. The sources of value that could be used to satisfy obligations of the Buyer to the Seller include asset sales within the Bloom Health Group and cash flow from completing the contracts that Round Hill has in Hawaii and Texas.

55. As a creditor, I would like the Bloom Health Group to continue to operate as needed to complete the ongoing contracts.

56. I believe that completing these ongoing contracts would also have positive impacts on the Bloom Health Group's employees and contract counterparties, including the Texas Department of State Health Services.

57. On numerous occasions, the interim CEO of Bloom Health told me that she did not want to continue in the role past the end of 2022 under current conditions.

58. On December 7, 2022, the interim CEO informed me that she would be resigning on or about December 8, 2022, leaving no management and no directors at Bloom Health.

59. Because of these statements, I believe that, without a receiver to make decisions at the Bloom Health level, the ongoing fulfillment of contractual obligations during an orderly wind down of the group is at risk.

60. In addition, the risk related to failure to fulfill the Texas State Health Contract could negatively impact the employees and contractors who derive income from it, as well as the students, faculty and staff who depend on Round Hill for testing services.

61. I also believe that a receiver appointed over Bloom Health would be able to investigate what happened to the Dissipated Funds and provide some information to unpaid creditors of the subsidiaries regarding whether there is any ability to recover some or all of such funds.

62. A search of the British Columbia Personal Property Registry is attached hereto as Exhibit "F" and shows no registered secured creditors of Bloom Health.

BDO's Consent to Act as Receiver

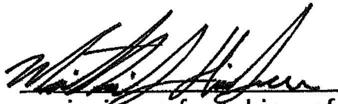
63. BDO Canada Limited has consented to act as the receiver over the assets, property and undertaking of Bloom Health. A copy of the consent to act of BDO Canada Limited is attached hereto as Exhibit "G".

AFFIRMED BEFORE ME at 5:56pm CST, on December 8, 2022 at Dallas, Texas,

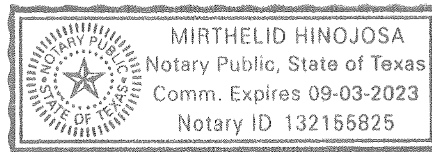
A Commissioner for the taking of oaths

Cole Lysaught

This is Exhibit "A" to the Affidavit #1 of
Cole Lysaught affirmed December 8, 2022
before me at the City of Dallas.



A Commissioner for taking of oaths.



MEMBERSHIP INTEREST PURCHASE AND CONTRIBUTION AGREEMENT

BY AND AMONG

MAITRI HEALTH TECHNOLOGIES CORP.,

BLOOM HEALTH HOLDINGS CORP.,

BLOOM HEALTH CAPITAL CORP.,

ROUND HILL HEALTH PARTNERS, LLC,

CPL INVESTMENTS, LLC

AND

ULOO PARTNERS LLC

DATED AS OF JUNE 29, 2021

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MEMBERSHIP INTEREST PURCHASE AND CONTRIBUTION AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AND CONTRIBUTION AGREEMENT (this "**Agreement**"), dated as of June 29, 2021, is entered into by and among (i) Maitri Health Technologies Corp., a British Columbia corporation ("**Buyer Parent**"), (ii) Bloom Health Holdings Corp., a Delaware corporation ("**Buyer**" or "**USCo1**"), (iii) Bloom Health Capital Corp., a Delaware corporation ("**USCo2**"), (iv) Round Hill Health Partners, LLC, a Texas limited liability company (the "**Company**"), and (vii) CPL Investments, LLC and Uloo Partners LLC (the "**Sellers**").

RECITALS

A. The Sellers own beneficially and of record all of the issued and outstanding membership interests of the Company (the "**Membership Interests**");

B. Subject to the terms and conditions set forth herein, Buyer desires to purchase from the Sellers, and the Sellers desire to sell to Buyer, 88% of the Membership Interests (the "**Purchased Membership Interests**"); and

C. Subject to the terms and conditions set forth herein, the Sellers desire to contribute the remaining 12% of the Membership Interests to USCo2 (the "**Contributed Membership Interests**").

NOW, THEREFORE, in consideration of the foregoing and the respective agreements, covenants, representations and warranties hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending be legally bound hereby, the Parties hereby agree as follows:

ARTICLE I.
DEFINITIONS

1.1 Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings specified or referred to in this Section 1.1:

"**Action**" means any action, suit, proceeding (including arbitration proceeding), investigation, complaint, examination, subpoena, claim, charge, grievance, order, audit, governmental charge or inquiry.

"**Affiliate**" has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Exchange Act and as such definition relates to the Buyer Parent, includes an "affiliate", as such term is defined in the *Business Corporations Act* (British Columbia).

"**Agreement**" has the meaning set forth in the Preamble.

"**Business**" means the activities conducted and services offered by the Company and its Subsidiaries as of the Closing Date, specifically providing mobile lab testing, mail in kit

testing, point of care rapid testing, and advisory dashboards for COVID-19 testing and consulting for occupational health and safety.

"**Business Day**" means a day other than Saturday, Sunday or any day on which banks located in Dallas, Texas and/or Vancouver, British Columbia are authorized or obligated to close.

"**Buyer**" has the meaning set forth in the Preamble.

"**Buyer Bylaws**" means the Bylaws of Buyer, as the same may be amended from time to time.

"**Buyer Charter**" means the Certificate of Incorporation of Buyer dated as of June 29, 2021, as the same may be amended from time to time.

"**Buyer Indemnified Party**" has the meaning set forth in Section 9.2(a).

"**Buyer Material Adverse Effect**" means any effect or change that, individually or together with any other effects or changes, that has been, or would reasonably be anticipated to be, materially adverse to the business, assets and properties, financial condition, results of operations of the Buyer or Buyer Parent, their respective Subsidiaries and their respective Affiliates, taken as a whole, without regard to the duration or persistence, whether actual or expected, of such effects or changes; provided, however, that the foregoing shall not include any such effects or changes resulting from any of the following: (a) changes in general economic conditions or in the industries in which the Buyer, Buyer Parent and their respective Subsidiaries operate which do not disproportionately affect the Buyer, Buyer Parent or their Subsidiaries taken as a whole as compared to the effect of any such change on other companies in the same industry, or (b) changes resulting from acts of terrorism, acts of war or escalation of hostilities.

"**Buyer Parent**" has the meaning set forth in the Preamble.

"**Buyer Subsidiary**" means any direct or indirect Subsidiary of the Buyer Parent.

"**Buyer's Representatives**" has the meaning set forth in Section 6.2.

"**CARES Act**" means the Coronavirus Aid, Relief and Economic Security Act, as signed into law by the President of the United States on March 27, 2020.

"**Cash Consideration**" means $12,250,000.

"**Closing**" means the consummation of the Transactions.

"**Closing Date**" has the meaning set forth in Section 2.2.

"**Closing Cash**" has the meaning set forth in Section 7.2(g).

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**Company**" has the meaning set forth in the Preamble.

"**Company Copyrights**" has the meaning set forth in Section 3.14(a).

"**Company Service Provider**" means any current or former employee, independent contractor, consultant or director of any of the Company or any Affiliate of the Company.

"**Company Service Provider Agreement**" means each management, employment, severance, consulting, relocation, repatriation or expatriation agreement or other Contract between the Company, its Subsidiaries or their respective Affiliates and any Company Service Provider.

"**Company Plan**" means any plan, program, policy, practice, Contract or other arrangement providing for compensation, severance, termination pay, deferred compensation, performance awards, stock or stock-related awards, fringe benefits or other employee benefits or remuneration of any kind, whether written or unwritten, funded or unfunded, that is maintained, contributed to, or required to be contributed to, by the Company and/or its Affiliates for the benefit of any Company Service Provider who is an employee, or with respect to which the Company and/or its Affiliates has any liability or obligation, excluding any Company Service Provider Agreement.

"**Company Intellectual Property**" means all Intellectual Property (a) owned or purported to be owned by the Company, (b) developed by or for the Company or (c) used or held for use in or necessary to conduct the Business as presently conducted or as proposed to be conducted.

"**Company IT Systems**" means all computer and information technology systems, platforms and networks owned, licensed, leased or used by the Company, including software, hardware, data, databases, data processing or management, record keeping, communication, telecommunication, computerized, automated or other similar systems, platforms and networks, and documentation relating to any of the foregoing.

"**Company Marks**" has the meaning set forth in Section 3.14(a).

"**Company Material Adverse Effect**" means any effect or change that, individually or together with any other effects or changes, that has been, or would reasonably be anticipated to be, materially adverse to the Business, assets and properties, financial condition, results of operations of the Company and its Affiliates, taken as a whole, without regard to the duration or persistence, whether actual or expected, of such effects or changes; provided, however, that the foregoing shall not include any such effects or changes resulting from any of the following: (a) changes in general economic conditions or in the industries in which the Company operates which do not disproportionately affect the Company taken as a whole as compared to the effect of any such change on other companies in the same industry, or (b) changes resulting from acts of terrorism, acts of war or escalation of hostilities.

"**Company Organizational Documents**" means the Certificate of Formation and Company Agreement of the Company, in each case together with any amendments thereto.

"**Company Patents**" has the meaning set forth in Section 3.14(a).

"**Company Returns**" has the meaning set forth in Section 3.13(a).

"**Competing Business**" means the Business (other than to the extent carried out by the Company, Buyer or Buyer Parent).

"**Competing Transaction**" means, other than the Transactions, any written or oral offer, proposal, public announcement, inquiry, or request for discussions or negotiations from any Person or group of Persons (other than the Buyer) relating to: (a) any merger, consolidation, share exchange, recapitalization, or establishment of investment or investment in the Company or another legal entity or other similar transaction involving the Company; (b) any sale, lease, license, exchange, mortgage, pledge, transfer, or other disposition of a material portion of the assets of the Company; (c) any sale, lease, license, exchange, mortgage, pledge, transfer, or other disposition of the Company Intellectual Property outside the Ordinary Course of Business; (d) any sale or transfer of shares or other securities (or instruments that provide the right or ability to acquire shares or other securities) of the Company; or (e) any other change of control transaction involving the Company (however structured).

"**Confidential Information**" has the meaning set forth in Section 6.3.

"**Consent**" has the meaning set forth in Section 3.3.

"**Contract**" and "**Contracts**" each has the meaning set forth in Section 3.15(a).

"**Contributed Membership Interests**" has the meaning set forth in the Recitals.

"**Cost of Goods Sold**" means the direct costs of producing the goods of the company, specifically the cost of materials and employee/contractor labor directly used to create the goods. Cost of Goods Sold excludes indirect expenses, such as distribution costs, management fees, and sales force costs.

"**Customer Data**" has the meaning set forth in Section 3.14(b)(xviii) .

"**Disclosure Schedules**" means the disclosure schedules delivered by the Company to Buyer concurrently with the execution and delivery of this Agreement.

"**EBITDA**" means revenue, less expenses and Cost of Goods Sold before interest, taxes, depreciation and amortization, with each component thereof calculated in accordance with IFRS. For the avoidance of doubt, expenses above excludes expenses charged by Buyer or Buyer Parent to the Company (other than pass-through expenses of third-party charges attributable to the Company or its business).

"**EBITDA Calculation**" has the meaning set forth in Section 2.4(e).

"**Effective Time**" means the time immediately prior to Closing on the Closing Date.

"Environmental Laws" means all Laws, including all rules and regulations promulgated thereunder, and other provisions having the force or effect of Law, all judicial and administrative orders and determinations, and all contractual obligations, whenever enacted or in effect, relating to pollution, protection of the environment, worker health or safety, or public health or safety.

"Equity Consideration" means 2,803 USCo2 Class B Shares, issued to the Sellers upon completion of the Sellers Contribution.

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

"Exchange Act" means the *Securities Exchange Act of 1934*, as amended, and the rules and regulations promulgated thereunder.

"Financial Statements" has the meaning set forth in Section 3.7.

"Fraud" means a Party's common law fraud (pursuant to Delaware law) in (a) the making of a representation or warranty of such Party in this Agreement, the Disclosure Schedules, and any certificate delivered by such Party pursuant to this Agreement and (b) the performance of the covenants of such Party in this Agreement.

"Free or Open Source Software" means any software (in source or object code form) that is subject to (a) a license or other agreement commonly referred to as an open source, free software, copyleft or community source code license (including but not limited to any code or library licensed under the GNU General Public License, GNU Lesser General Public License, BSD License, Apache Software License, or any other public source code license arrangement) or (b) any other license or other agreement that requires, as a condition of the use, modification or distribution of software subject to such license or agreement, that such software or other software linked with, called by, combined or distributed with such software be (i) disclosed, distributed, made available, offered, licensed or delivered in source code form, (ii) licensed for the purpose of making derivative works, (iii) licensed under terms that allow reverse engineering, reverse assembly, or disassembly of any kind, or (iv) redistributable at no charge, including any license defined as an open source license by the Open Source Initiative as set forth on www.opensource.org.

"Fundamental Representations" has the meaning set forth in Section 9.1(b).

"GAAP" means U.S. generally accepted accounting principles.

"General Representations" means all of the representations and warranties contained in Article III and Article IV other than the Fundamental Representations.

"Governmental Authority" means any of Canada, U.S. or any other nation, any province, state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, police, regulatory, taxing power or administrative functions of: (a) government; (b) governmental or quasi-governmental authority of any nature (including any

governmental agency, branch, department, official or entity and any court or other tribunal); or (c) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, taxing authority or power of any nature, in the case of any of clause (a) through (c), whether federal, state, provincial, local, municipal, foreign, supranational or of any other jurisdiction including any court, in each case having jurisdiction over the Company.

"**HIPAA**" has the meaning set forth in Section 3.14(b)(xxi).

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"**Indebtedness**" means, without duplication, the following consolidated obligations of the Company, in each case, determined as of the Effective Time and calculated in accordance with GAAP: (a) any indebtedness for borrowed money or issued in substitution or exchange for indebtedness for borrowed money, including bank loans, lines of credit and loans from related parties; (b) any indebtedness evidenced by any note, bond, debenture or other debt security; (c) any indebtedness for the deferred purchase price of property with respect to which the Company is liable (other than trade payables and other current liabilities incurred in the Ordinary Course of Business which are not more than three (3) months past due and which are included in Current Liabilities); (d) any letters of credit; (e) any indebtedness guaranteed by the Company (including guaranties in the form of an agreement to repurchase or reimburse); (f) any obligations under capitalized leases under GAAP with respect to which the Company is liable, as obligor, guarantor or otherwise, or with respect to which obligations the Company assures a creditor against loss; (g) any indebtedness secured by a Lien on the assets of the Company or any of its Subsidiaries; (h) any unpaid Taxes of the Company as of the end of the Closing Date (excluding sales and payroll Tax liabilities included in Current Liabilities); (i) bonuses payable and unused vacation and paid time off that are accrued or should be accrued in accordance with GAAP; and (j) accrued interest to and including the Closing Date in respect of any of the obligations described in the foregoing clauses (a) through (k) of this definition and all premiums, penalties, charges, fees, expenses and other amounts that are or would be due (including with respect to early termination) in connection with the payment and satisfaction in full of such obligations, provided, however, that Indebtedness shall not include any deferred revenue.

"**Indemnified Party**" has the meaning set forth in Section 9.4.

"**Indemnifying Party**" has the meaning set forth in Section 9.4.

"**Indemnified Tax**" means, to the extent not a Non-Indemnified Tax, (a) any Tax of the Company with respect to any Pre-Closing Tax Period, (b) any Tax of any Seller for any Tax period, (c) any Tax for which the Company is held liable by reason of the Company being included in any consolidated, affiliated, combined or unitary group in any Pre-Closing Tax Period, (e) any Tax of another Person for which the Company is held liable as a result of being a successor or transferee of such Person on or prior to the Closing Date or as a result of any express or implied obligation existing on or prior to the Closing Date to indemnify any such Person, by contract or otherwise, (f) one half of any Transfer Taxes,

and (g) any Tax incurred as a result of the Transactions, including any payroll or employment Taxes payable by the Company as a result of any compensatory payment made in connection with the transactions contemplated by this Agreement. For purposes of clarity, tax rates or insurance premiums for the post-closing period where the rate is "inherited" by the Company due to state/local successor liability rules (e.g., unemployment insurance premiums/taxes) are not an Indemnified Tax, but only for taxes/premiums applying to the period post-Closing.

"**Intellectual Property**" means all of the following in any jurisdiction throughout the world: (a) patents, patent applications of any kind and patent rights (whether or not patented or yet applied for patent protection) (collectively, "**Patents**"); (b) registered and unregistered trademarks, service marks, trade names, trade dress, corporate names, logos, packaging design, slogans and Internet domain names, rights to social media accounts, and other indicia of source, origin or quality, together with all goodwill associated with any of the foregoing, and registrations and applications for registration of any of the foregoing (collectively, "**Marks**"); (c) copyrights in both published and unpublished works (including all compilations, databases and computer programs, manuals and other documentation and all derivatives, translations, adaptations and combinations of the above) and registrations and applications for registration of any of the foregoing (collectively, "**Copyrights**"); (d) trade secrets and other confidential or proprietary information (including customer and supplier lists, customer and supplier records, pricing and cost information, reports, software development methodologies, technical information, proprietary business information, organizational charts, process technology, plans, drawings, blue prints, know-how, inventions and invention disclosures (whether or not patented or patentable and whether or not reduced to practice), ideas, research in progress, algorithms, data, databases, data collections, designs, processes, formulae, drawings, schematics, blueprints, flow charts, models, strategies, prototypes, techniques, source code, source code documentation, testing procedures, testing results and business, financial, sales and marketing plans) and rights under applicable trade secret Law in the foregoing (collectively, "**Trade Secrets**"); (e) rights of publicity and privacy and data protection rights; (f) any and all other intellectual property rights and/or proprietary rights; and (g) goodwill, franchises, licenses, and claims of infringement and misappropriation against third parties.

"**Intended Tax Treatment**" has the meaning set forth in Section 6.7(a).

"**IP Representations**" means the representations and warranties set forth in Section 3.15.

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge**" means the actual or constructive knowledge of any of the Sellers after reasonable inquiry in respect of the subject matter thereof.

"**Latest Balance Sheet**" has the meaning set forth in 3.7(a).

"**Law**" means all laws (including common law), statutes, rules, regulations, codes, injunctions, decrees, orders, ordinances, registration requirements, disclosure requirements, Canadian securities administrators' national or multilateral instruments and

policies, and other pronouncements having the effect of law of Canada, the U.S., any foreign country or any domestic or foreign provincial, state, county, city or other political subdivision or of any Governmental Authority to the extent applicable.

"**Leased Real Property**" has the meaning set forth in Section 3.12(b).

"**Leases**" has the meaning set forth in Section 3.12(b).

"**Legal Proceeding**" means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other Governmental Authority or any arbitrator or arbitration panel.

"**Legal Requirement**" means any federal, state, local, municipal, foreign or other law, statute, constitution, principle of common law, resolution, ordinance, code, edict, decree, rule, regulation, ruling or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authority to the extent applicable.

"**Licenses In**" has the meaning set forth in Section 3.14(a).

"**Licenses Out**" has the meaning set forth in Section 3.14(a).

"**Lien**" means any security interest, pledge, license, bailment (in the nature of a pledge or for purposes of security), mortgage, deed of trust, option, warrant, purchase right, commitment, right of first refusal, right of first offer, covenant not to sue, grant of a power to confess judgment, conditional sale and title retention agreement (including any lease in the nature thereof), charge, third-party claim, demand, equity, security title, lien, encumbrance or other similar arrangement or interest in real or personal property.

"**Loss Payment**" has the meaning set forth in Section 9.9(a).

"**Losses**" has the meaning set forth in Section 9.2(a).

"**Material Contracts**" has the meaning set forth in Section 3.15(a).

"**Membership Interests**" has the meaning set forth in the Recitals.

"**Milestone Equity Consideration**" means any Parent Shares issued or delivered to the Sellers pursuant to Section 2.4.

"**Milestones Payments**" means Milestone 1, Milestone 2 and Milestone 3.

"**Misrepresentation**" means an untrue statement of a material fact, an omission to state a material fact that is required to be stated or an omission to state a material fact that is required to be stated in order for a statement not to be misleading.

"**Multiemployer Plans**" means any Pension Plans of the type described in Section 3(37) of ERISA to which any member of the Company or any of its Subsidiaries is required to contribute and which are not maintained, sponsored or administered by the Company or any of its Subsidiaries.

"**Net Working Capital**" has the meaning set forth in Section 7.2(h).

"**Non-Indemnified Tax**" means (a) any Taxes attributable to any transaction occurring on the Closing Date and after the Closing, outside the Ordinary Course of Business of the Company and not contemplated by this Agreement; (b) any Taxes attributable to any amendment, re-filing or other modification of any Tax Return filed prior to the Closing Date for a taxable period ending on or before the Closing Date or for a Straddle Period without the prior written consent of the Sellers (such consent not to be unreasonably conditioned, withheld, or delayed); (c) Buyer's one-half share of any Transfer Taxes; or (d) any Taxes attributable to the changing or revoking after the Closing Date of any election made on a Tax Return filed prior to the Closing Date with respect to any Pre-Closing Tax Period without the prior written consent of the Sellers(such consent not to be unreasonably conditioned, withheld or delayed).

"**Objection Notice**" has the meaning set forth in Section 7.2(h).

"**Off-the-Shelf Software Licenses**" means licenses or provision of access to unmodified, commercially available, off-the-shelf, software applications that are provided in executable form only, and licensed or made available for internal purposes of the Company or any of its Subsidiaries, with an aggregate purchase price and maintenance fee no greater than $50,000 (annually) for any such license or group of related licenses.

"**Operating Amount**" has the meaning set forth in Section 7.2(h).

"**Ordinary Course of Business**" means the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency).

"**Outside Date**" has the meaning set forth in Section 8.1(d).

"**Parent Share Value**" means the volume-weighted average trading price of the Parent Shares on the Canadian Stock Exchange (or such other trading market as is then the primary trading market for the Parent Shares) for the ten trading days ending on the first Business Day prior to the date on which a payment is made or withheld, as applicable, converted into U.S. dollars (if such trading price is not in U.S. dollars) based on the average of the daily exchange rates published by the Bank of Canada for converting one United States Dollar into one Canadian Dollar on such ten trading days.

"**Parent Shares**" means the common shares of Buyer Parent.

"**Parties**" means, collectively, the Sellers, Buyer, the Buyer Parent, USCo2 and the Company, and each is hereinafter referred to as a "Party."

"**Pension Plans**" means all employee plans providing pensions subject to Title IV of ERISA.

"**Permits**" means all licenses, permits, franchises, approvals, authorizations, qualifications, clearances, registrations, notifications, exemptions, certificates of need, accreditations, certifications, participation agreements, consents or orders of, or filings with, any Governmental Authority or any other Person necessary for the Company and its Subsidiaries to carry on its business.

"**Permitted Liens**" means (a) Liens for Taxes that are not yet due and payable and Liens for Taxes being contested in good faith for which adequate reserves have been established in accordance with GAAP and (b) mechanics', carriers', workers', statutory landlord's, repairers' and similar non-consensual Liens arising by operation of Law and relating to obligations which are incurred in the Ordinary Course of Business for amounts which are not delinquent and which are not, individually or in the aggregate, material to the business of the Company or any of its Subsidiaries.

"**Person**" means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, a Governmental Authority or another entity.

"**Personal Data**" means a natural person's name, street address, telephone number, email address, photograph, social security number, driver's license number, passport number or customer or account number, or any other piece of information or data, that (whether or not defined to include such information or data under any applicable Legal Requirement) identifies a natural person.

"**Post-Closing Tax Period**" means any Tax period beginning after the Closing Date and that portion of any Straddle Period beginning after the Closing Date.

"**Pre-Closing Tax Period**" means any Tax period ending on or before the Closing Date and that portion of any Straddle Period ending on and including the Closing Date.

"**Pre-Closing Adjustment**" has the meaning set forth in Section 7.2(h).

"**Post-Closing Calculation**" has the meaning set forth in Section 7.2(h).

"**Privacy Requirements**" has the meaning set forth in Section 3.14(b)(xvii).

"**Pro Rata Percentage**" means, for each Seller, the percentage of the Membership Interests held by such Seller prior to the Closing, being 45% for CPL Investments, LLC and 55% for Uloo Partners LLC

"**Products**" has the meaning set forth in Section 3.14(a).

"**Public Record**" means all information filed by or on behalf of Buyer Parent with the Securities Authorities and accessible on www.sedar.com, and any other information filed by or on behalf of Buyer Parent with any Securities Authorities, or stock exchange in compliance, or intended compliance with Securities Laws.

"Purchased Membership Interests" has the meaning set forth in the Recitals.

"Restricted Period" has the meaning set forth in Section 6.8(a).

"SBA Loan" means the Loan Authorization and Agreement between CPL Investments, LLC and the United States Small Business Administration dated as of July 24, 2020.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Securities Authorities" means the appropriate securities commissions or similar regulatory authorities in Canada and each of the provinces and territories thereof.

"Securities Laws" means any applicable Canadian provincial securities laws, the U.S. Securities Laws and any other applicable securities law, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings and other regulatory instruments of the regulatory authorities in such jurisdictions, and the rules of any applicable stock exchange.

"Seller" has the meaning set forth in the Preamble.

"Seller Contribution" has the meaning set forth in Section 2.5.

"Seller Excluded Claims" has the meaning set forth in Section 6.9(b).

"Seller Indemnified Parties" has the meaning set forth in Section 9.2(c).

"Seller Related Parties" has the meaning set forth in Section 6.9(a).

"Seller Released Claim" has the meaning set forth in Section 6.9(a).

"Seller Released Parties" has the meaning set forth in Section 6.9(a).

"Service Agreements" means the consulting or employment agreements between the Company and each of Cole Lysaught, Abbas Khan and Leah Shaffer, in accordance with the terms stated on Exhibit A hereto and otherwise in form and substance mutually agreeable to the Parties.

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

"Subsidiary" means, with respect to any Person, which (a) if a corporation, a majority of the total voting power of shares 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 a partnership, limited liability company or other business entity, a majority of the partnership, limited liability company or other similar ownership interest thereof is at the time owned or controlled, directly or

indirectly, by any Person or one or more of the other Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company or other business entity gains or losses or shall be or control the managing director or general partner of such partnership, limited liability company or other business entity.

"**Tax**" or "**Taxes**" means (a) any and all U.S. federal, state, provincial, local, and non-U.S. taxes, assessments and other governmental charges assessed by or payable to a Tax Authority, and duties, including taxes based upon or measured by gross receipts, income, profits, capital gains, minimum alternate tax, sales, use and occupation, goods and services, provincial sales, value-added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment (including social security), escheat, excise and property taxes, together with all interest, penalties and additions imposed with respect to such amounts, (b) any liability for the payment of any amounts of the type described in clause (a) as a result of being (or having been) a member of an affiliated, consolidated, combined, unitary or similar group for any period (including any arrangement for group or consortium relief or similar arrangement), and (c) any liability for the payment of any amounts of the type described in clauses (a) or (b) as a result of any express or implied obligation to indemnify any other person or as a result of any obligations under any agreements or arrangements with any other person with respect to such amounts and including any liability for taxes of a predecessor or transferor or otherwise by operation of law.

"**Tax Authority**" means any Governmental Authority having jurisdiction over the assessment, determination, collection, or other imposition of any Tax.

"**Tax Contest**" has the meaning set forth in Section 6.7(c).

"**Tax Sharing Agreement**" means a Contract, a principal purpose of which is the sharing or allocation of or indemnification for Taxes.

"**Tax Return**" means any return (including any information return), report, statement, declaration, estimate, schedule, notice, notification, form, election, certificate or other document or information filed with or submitted to, or required to be filed with or submitted to, any Tax Authority in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement of or compliance with any Legal Requirement relating to any Tax.

"**Third-Party Claim**" has the meaning set forth in Section 9.4.

"**Third Party IP Assets**" has the meaning set forth in Section 3.14(b)(v).

"**Threshold Amount**" has the meaning set forth in Section 9.3(a).

"**Top Customers**" has the meaning set forth in Section 3.19(a).

"**Top Suppliers**" has the meaning set forth in Section 3.19(b).

"**Transaction Documents**" means this Agreement and the agreements, documents and instruments contemplated hereby.

"**Transactions**" means the transactions contemplated by this Agreement.

"**Transfer Taxes**" has the meaning set forth in Section 6.7(g).

"**U.S.**" means the United States of America.

"**U.S. Securities Laws**" means the *United States Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder.

"**USCo2 Bylaws**" means the Bylaws of USCo2, as the same may be amended from time to time.

"**USCo2 Charter**" means the Certificate of Incorporation of USCo2 dated as of June 29, 2021, as the same may be amended from time to time.

"**USCo2 Class A Share**" means one share of Class A Common Stock of USCo2.

"**USCo2 Class B Share**" means one share of Class B Common Stock of USCo2.

"**USCo2 Share Value**" means the Parent Share Value multiplied by the number of Parent Shares for which each USCo2 Class B Share is exchangeable.

"**Year-End Financial Statements**" has the meaning set forth in Section 3.7(a).

ARTICLE II.
CONTRIBUTIONS TO BUYER AND PURCHASE AND SALE OF THE PURCHASED SHARES

2.1 Purchase and Sale of the Purchased Shares. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, each Seller shall sell, severally and not jointly, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from such Seller, all of such Seller's rights, title and interest in and to the Purchased Membership Interests of such Seller, free and clear of any Liens (other than restrictions on transfer of securities under applicable securities Laws).

2.2 Closing. Upon the terms and subject to the conditions set forth in this Agreement, the Closing shall take place on the third Business Day after the satisfaction or waiver of each of the closing conditions contained in Article VII through electronic exchange of signatures.

2.3 Payment or Issuance of the Consideration. In consideration for the sale of the Purchased Membership Interests pursuant to Section 2.1, Buyer shall:

(a) pay or cause to be paid to Sellers an aggregate of $12,250,000, as follows:

(i) within ninety (90) days following the completion of each fiscal quarter of Buyer Parent, beginning with the quarter ended September 30, 2021, Buyer will pay to each Seller, by wire transfer of immediately available funds, such Seller's Pro Rata Percentage of seventy cents ($0.70) for each one dollar ($1.00) of EBITDA generated by the Company from the date of this Agreement through the end of such fiscal quarter, less any EBITDA for which a payment has already been made pursuant to this paragraph with respect of a prior fiscal quarter; provided, that the maximum amount to be paid pursuant to this Section 2.3(a) is $12,250,000. For example, with respect to the first three such quarterly calculations, if the Company generates $5,000,000 in EBITDA from the date of this Agreement through September 30, 2021, negative $2,500,000 EBITDA from October 1, 2021 through December 31, 2021 and $5,000,000 in EBITDA from January 1, 2022 through March 31 ,2022, Buyer will pay or cause to be paid to Sellers $3,500,000 within 90 days after September 31, 2021, nil within 90 days after December 31, 2021, and $1,750,000 within 90 days after March 31, 2021; and

(ii) notwithstanding the foregoing, in the event that total payments made through December 31, 2023 pursuant to Section 2.3(a)(i) are less than $12,250,000, Buyer will pay or cause to be paid to Seller, on or prior to such date, by wire transfer of immediately available funds, the amount necessary to result in Sellers together having received an aggregate of $12,250,000 as of December 31, 2023.

(b) subject to the terms and conditions of Section 2.4, pay the milestone payments described therein; and

(c) provide Sellers with a reasonable calculation of the EBITDA described in Section 2.3(a)(i) within sixty (60) days of the end of each fiscal quarter. Sellers shall have up to twenty (20) days to dispute such calculation or, if Sellers do not dispute such calculation, the calculation shall be binding on Buyer and Sellers. In the event of a dispute regarding the quarterly EBITDA calculation above, such dispute shall be resolved in accordance with the procedure in 2.4(d) and 2.4(e).

2.4 Milestone Payments.

(a) In the event that the Company generates at least $27,500,000 in cumulative EBITDA ("Milestone 1") from the Closing Date until on or before December 31, 2023, Buyer shall pay, or cause to be paid, to Sellers within 90 days of the end of the month in which Milestone 1 is achieved, an amount of cash or Parent Shares, calculated at the Parent Share Value, at each respective Seller's option, equal to such Seller's Pro Rata Percentage of $10,000,000.

(b) In the event that, on or prior to December 31, 2023, Parent obtains a market capitalization at or above a value of CAD $325,000,000 for thirty consecutive trading days, as measured based upon the closing price of Parent Shares on the Canadian Securities Exchange (or such other trading market as is then the primary

trading market for the Parent Shares) ("Milestone 2"), Buyer shall pay, or cause to be paid, to Sellers within thirty (30) days after the end of such thirty trading day period, an amount of cash or Parent Shares, calculated at the Parent Share Value, at the Buyer Parent's option, equal to Such Seller's Pro Rata Percentage of $20,000,000.

(c) In the event that Company generates at least $52,500,000 cumulative EBITDA for the period beginning on Closing Date and ending on or before December 31, 2023 ("Milestone 3"), Buyer shall pay, or cause to be paid, to each Seller within ninety (90) days after the end of the month in which this Milestone 3 is reached, an amount of cash or Parent Shares, calculated at the Parent Share Value, at each respective Seller's option, equal to such Seller's Pro Rata Percentage of $20,000,000.

(d) Each of Buyer and the Sellers, respectively, will notify each other promptly in writing if any of them believes that the conditions for any milestone payment under this Section 2.4 have been satisfied. The election by a Seller to receive cash or Parent Shares shall be made by written notice to Buyer at least 15 days prior to the date on which the payment must be made. If any Seller elects to receive Parent Shares, such Seller must also provide Buyer and Buyer Parent with a written confirmation that Sellers' representations and warranties set forth in Section 4.5 remain true and correct, and/or such other evidence as Buyer or Buyer Parent reasonably require demonstrating that the delivery of Parent Shares to such Seller does not require registration under the Securities Act and will comply with any applicable state and Canadian provincial securities laws. If any Seller fails to provide such notice by such date, Buyer may elect whether to make such payment in cash or Parent Shares.

(e) In the case of Milestone 1 and Milestone 3, no later than sixty (60) days after the end of each fiscal quarter, Buyer shall prepare and deliver, or cause to be prepared and delivered, to each Seller the calculation of the final EBITDA for fiscal quarter. Additionally, upon Buyer determining that Milestone 1 or Milestone 3 has been achieved, Buyer shall provide a calculation of the EBITDA within sixty (60) days of the end of the month in which Buyer believes the target has been reached (the quarterly statements and target statements collectively may be referred to as the "EBITDA Calculation"), including the supporting profit loss and balance sheet for the Company with reasonable detail concerning the calculation of the EBITDA for the applicable period. Such calculations shall be made in accordance with this Agreement and IFRS. If Sellers do not give written notice of any dispute regarding the EBITDA Calculation, which such notice shall describe in reasonable detail the basis for such dispute and Sellers' alternative calculation (a "Dispute Notice"), to Buyer within twenty (20) days of receiving the EBITDA Calculation (the "Review Period"), or if Sellers give timely written notice to Buyer accepting the EBITDA Calculation, then, upon the expiration of the Review Period or upon Buyer's receipt of such acceptance from Sellers, as applicable, the EBITDA Calculation shall be deemed final, binding and non-appealable. The Dispute Notice shall be accompanied by reasonable supporting calculations and documentation. If Sellers deliver a timely Dispute Notice to Buyer, Buyer and Sellers shall use commercially

reasonable efforts to resolve the dispute during the 30-day period commencing on the date Buyer receives the Dispute Notice from Seller; provided that any discussions between the Parties to resolve such dispute shall be deemed settlement discussions and not disclosable to third parties, except to legal counsel, accountants, or other representatives deemed necessary by the Parties to assist in the discussions. If Seller and Buyer do not agree upon a final resolution with respect to any disputed items within such 30-day period, then the remaining items in dispute shall be submitted promptly to a nationally-recognized, independent accounting firm selected by Buyer and Seller (the "Accounting Firm"). If the parties cannot agree on an Accounting Firm within such 30-day period, the parties shall appoint Grant Thornton LLP as the Accounting Firm. The Accounting Firm shall be instructed to render a determination of the applicable dispute within thirty (30) days after referral of the matter to such Accounting Firm, which determination must be in writing and must set forth, in reasonable detail, the basis therefor. Within ten (10) days after the engagement of the Accounting Firm, Sellers and Buyer shall present their respective positions solely with respect to the items set forth in the Dispute Notice in the form of a written report, a copy of which shall be delivered to the other party, and, at the Accounting Firm's request, or as mutually agreed by Sellers and Buyer, Sellers and Buyer may meet with the Accounting Firm so long as representatives of both Sellers and Buyer are present. The Accounting Firm's determination shall be instructed to be based solely on the written reports submitted to the Accounting Firm by Sellers and Buyer, oral submissions by Sellers and Buyer at meetings held in compliance with the prior sentence, and on the definitions and other terms included herein (i.e., not on independent review). The Accounting Firm's decision with respect to the matters in dispute shall be final, binding on, and non-appealable by the Parties (absent manifest error), and any Party may seek to enforce such decision in a court of competent jurisdiction. The engagement fees for the Accounting Firm shall be borne fifty percent (50%) by Sellers and fifty percent (50%) by Buyer. All other costs and expenses incurred by the parties hereto in connection with resolving any dispute hereunder before the Accounting Firm shall be borne by the party incurring such cost and expense.

(f) Company, Buyer, and Buyer Parent shall make its books and records, the personnel of, and work papers prepared by, Buyer and/or Buyer's accountants to the extent that they relate to the EBITDA Calculations and to such historical financial information (to the extent in the possession of Buyer or Parent) relating to the EBITDA Calculation, available to Seller and its accountants and other representatives digitally during the review by Sellers of the EBITDA Calculation, including the Review Period and in preparation of any reports to be submitted to the Accounting Firm (as applicable). Such information provided by Buyer or Buyer Parent, as applicable, shall be used by Sellers and its accountants and other representatives solely for the purposes of such review and shall constitute "Confidential Information" hereunder.

(g) Notwithstanding the foregoing, no Parent Shares will be issued or delivered pursuant to this Agreement if such issuance or delivery would result in either (i) any person beneficially owning more than 19.99% of the Parent Shares, as

calculated in accordance with National Instrument 62 103 *The Early Warning System and Related Take Over Bid and Insider Reporting Issues,* or (ii) United States residents directly or indirectly owning of record more than 45% of the Buyer Parent's outstanding voting securities, as calculated in accordance with the definition of "foreign private issuer" in Rule 405, under the Securities Act. Any payment of Parent Shares that would otherwise have been made to this Agreement shall instead be made in cash if the above percentages would be exceeded. Notwithstanding any provision of this Agreement to the contrary, Parent Shares shall not be delivered under Article II of this Agreement to the extent the payment of such Parent Shares is reasonably likely to cause Buyer Parent to become a "surrogate foreign corporation" under Section 7874(a) of the Code as determined by Buyer Parent in its sole but reasonable discretion. For purposes of the prior sentence, it shall be assumed that the USCo2 Class B Shares have been redeemed or exchanged for the maximum number of Parent Shares permitted under the terms of such USCo2 Class B Shares. Buyer Parent, in its sole discretion, may waive foregoing limitation set forth in this Section 2.4(g).

(h) Each Seller, on behalf of itself its Affiliates, acknowledges and agrees that (i) the amount of the Milestone Payments, if any, is uncertain and subject to numerous factors outside the control of the parties. Without in any way limiting the foregoing, during the period from the Closing until the end of the calendar year 2023, the Buyer (A) shall operate the Company in good faith and (B) will not, and will cause USCo1, USCo2 and the Company not to, intentionally or knowingly take any action or fail to take such action (a "Negative Action") for the purpose of inhibiting the ability of the Company to generate sales revenue sufficient to maximize the Milestone Payments (for the sake of clarity, a business judgement made in good faith which hinders sales revenue shall not be deemed to be a Negative Action).

(i) Notwithstanding the foregoing, in the event that (1) 51% or more of the assets or stock of the Company, USCo1, or USCo2 are sold or transferred prior to December 31, 2023; or (2) 51% or more of the assets or stock of Buyer Parent, inclusive of the Company, is sold or transferred prior to December 31, 2023, the milestone payment(s) set forth in Section 2.4(a) and (c) shall be deemed to have occurred and been accelerated and Buyer Parent shall assume liability for the payment of the milestone set forth in Section 2.4(b) should it occur, and the Buyer shall pay or cause to be paid such amounts within thirty (30) days of closing of such transaction; provided, however, that no payment shall be made pursuant to this subparagraph (i) in the event that the Company or a successor entity continues to exist and operate the Business and either Buyer Parent or a successor owner or operator of the Business agrees to assume the payment obligations pursuant to this Section 2.4, including, for the avoidance of doubt, a reasonable substitute approved by Sellers for the milestone payment described in subsection (b).

(j) Additionally, (i) in the event that Buyer Parent ceases to be a publicly traded company, its market capitalization for purposes of Section 2.5(b) shall thereafter be determined by the board of directors of Buyer Parent, acting in good faith, provided that the Sellers may request, at their costa third party appraisal of Buyer Parent's

capitalization to be commissioned by Buyer Parent on terms mutually acceptable to Buyer Parent and Sellers , and (ii) in the event that Buyer Parent sells assets worth more than 20% of Buyer Parent's aggregate market capitalization, as determined in good faith by the board of directors of Buyer Parent, the sales price actually received by Buyer Parent for such assets shall thereafter be added to the Buyer Parent's market capitalization when calculating Buyer Parent's market capitalization for purposes of Section 2.4(b).

2.5 Contributions. Upon the terms and subject to the conditions set forth in this Agreement, on the Closing Date, conditional upon the completion of the Closing and immediately following the completion of the Closing and the sale of the Purchased Membership Interests by Sellers to Buyer, the following transactions shall occur in the order set forth below: (a) Buyer Parent shall transfer $81,000 to Buyer as a capital contribution in exchange for shares of voting common stock in the capital of Buyer (the "**Buyer Parent Contribution**"); (b) Buyer shall transfer $81,000 to USCo2 as a capital contribution in exchange for 28 USCo2 Class A Shares (the "**Buyer Contribution**"); and (c) each Seller shall contribute Seller's Pro Rata Percentage of the Contributed Membership Interests, free and clear of any Liens (other than restrictions on transfer of securities under applicable securities Laws), to USCo2 as a capital contribution in exchange for such Seller's Pro Rata Percentage of the Equity Consideration (the "**Seller Contribution**").

2.6 Buyer Parent Board Rights. Effective as of the Closing Date and until the later of December 31, 2023 or the date on which such Seller no longer holds at least 5% of the issued and outstanding Parent Shares, which shall include any USCo2 Class B Shares held by such Seller on an as-exchanged basis, the Sellers will each, at their option, have the right to serve (or nominate an individual to serve) on the Buyer Parent board of directors with a total of two spots for so long as they wish to serve, and subject to the terms and conditions governing directors of Buyer Parent as set forth in the Buyer Parent's organizational documents, applicable corporate and securities laws, and the rules of any applicable securities markets.

2.7 Withholding. Buyer, the Company and their respective agents and Affiliates shall each be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement such amounts that it is required to deduct and withhold with respect to the making of such payment under applicable Law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding was made by Buyer, the Company or their respective agents or Affiliates. All parties shall provide the other party(ies) with a statement reflecting any withholding, if applicable.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES AS TO THE COMPANY

As a material inducement to USCo2, Buyer and Buyer Parent to enter into and perform their respective obligations under this Agreement, the Company represents and warrants to USCo2, Buyer and Buyer Parent, with respect to each of the Company and its Subsidiaries, as follows:

3.1 Organization; Subsidiaries. The Company is duly organized, validly existing and in good standing under the Laws of the State of Texas and is duly qualified, licensed or admitted to do business as a foreign entity and is in good standing in every jurisdiction in which the operation of its business or the ownership of its assets requires it to be so qualified, licensed, admitted or in good standing, except where the failure to be so qualified, licensed, admitted or in good standing could not reasonably result in a Company Material Adverse Effect. Section 3.1 of the Disclosure Schedules lists the jurisdiction of organization or incorporation, as applicable, and all of the jurisdictions in which the Company is qualified to do business as a foreign entity. The Company has no Subsidiaries, nor does it have or own any direct or indirect interest in any corporation, partnership, joint venture or other entity of any kind.

3.2 Authorization. The Company has full right, power and authority, and all Permits necessary, to own, lease and operate its properties, to carry on its businesses as now conducted or proposed to be conducted, and to execute and deliver the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder. The managers and members of the Company have each unanimously (a) determined that the Transactions are in the best interests of the Company and its members and (b) authorized and approved the Transaction Documents to which the Company is a party, the execution and delivery by the Company of such Transaction Documents, and the performance by the Company of its obligations thereunder. The Transaction Documents to which the Company is a party have been, or will be at the Closing, duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, constitute, or will constitute at the Closing, the legal, valid and binding obligations of the Company enforceable in accordance with their respective terms and conditions (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general equitable principles).

3.3 Noncontravention; Consents. Neither the execution and the delivery by the Company of the Transaction Documents, nor the consummation of the Transactions or the performance of any obligations hereunder and thereunder, (a) violate or conflict with any provisions of the Company Organizational Documents, (b) violate, conflict with or result in a violation of, or constitute a default (whether after the giving of notice, lapse of time or both) under, any provision of any Law or order to which the Company is subject, or (c) violate, conflict with or result in a breach of any provision of, constitute a default (or an event which, with notice or lapse of time or both, reasonably could constitute a default) under, result in or create in any Person the right to, accelerate, terminate, modify or cancel, require any notice under, or result in the imposition or creation of a Lien upon or with respect to any equity interests or assets of the Company under, any Contract, or by which the Company or any of its assets or properties are bound. Except as set forth on Section 3.3 of the Disclosure Schedules, no consent, approval, license, notice, Permit, order or authorization of, or registration, declaration or filing with, any Governmental Authority or other Person (each, a **"Consent"**) is required to be obtained or made by or on behalf of the Company in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Transactions. The Company has not received any written (or, to the Knowledge of the Company, oral) notice from any Governmental Authority indicating

that such Governmental Authority would oppose or not promptly grant or issue its consent or approval, if requested, with respect to the Transactions.

3.4 Litigation.

(a) Except as set forth on Section 3.4(a) of the Disclosure Schedules, there is, and during the five (5) year period prior to the date hereof, there has been, no Action, whether written or oral, pending, threatened in writing to the Company or, to the Company's Knowledge, otherwise threatened against, related to or affecting the Company, at Law or in equity by or before a third Person or a Governmental Authority nor is there any Action pending, threatened in writing to the Company or, to the Company's Knowledge, otherwise threatened with respect to the Transactions. The Company has not received any notice of, and, to the Company's Knowledge, there has not been any event or circumstance which is or has been caused or allegedly caused by or otherwise involving any products designed, developed, assembled, manufactured, leased, licensed sold or otherwise disposed of or any services performed in connection with or on behalf of the Company that reasonably could serve as a basis for a material claim or a material loss. The Company is not subject to or bound by any settlement or conciliation agreement, or any judgment, order or decree of any court or Governmental Authority.

(b) Except as set forth in Section 3.4(c) of the Disclosure Schedules, there are (and in the past five (5) years there have been) no judgments, injunctions or orders outstanding against or affecting the Company or against or affecting any director, officer, employee, partner, or equityholder of the Company in such Person's capacity as director, officer, employee, partner, or equityholder of the Company.

3.5 Capitalization; Allocation of Consideration.

(a) Section 3.5(a) of the Disclosure Schedules lists, as of immediately prior to the Closing, all of the outstanding membership interests of the Company and all of the outstanding or committed options, warrants, convertible securities and other rights to acquire membership interests in the Company. Such securities are held beneficially and of record by the Sellers listed on Section 3.5(a) of the Disclosure Schedules, by each Seller in the type and number of securities listed on such schedule.

(b) Except for the membership interests described in Section 3.5(a), there are (i) no other equity securities or voting securities of the Company, (ii) no securities of the Company convertible into or exchangeable for equity securities or voting securities of the Company and (iii) no outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other similar contracts or commitments that could require the Company to issue, sell or otherwise cause to become outstanding any of its membership interests. There are no (i) voting trusts, proxies or other agreements or understandings with respect to the voting of any Contributed Membership Interests, Purchased Membership Interests or any other securities of the Company which the Company is a party, by which the Company is bound or of which the Company has Knowledge, or (ii) agreements or

understandings to which the Company is a party, by which the Company is bound or of which the Company has Knowledge relating to the registration, sale or transfer (including agreements relating to rights of first refusal, co-sale rights or drag-along rights) of any Contributed Membership Interests, Purchased Membership Interests or any other equity, equity-linked or voting securities of the Company

(c) There are no outstanding or authorized share appreciation, phantom shares, profit participation or similar rights with respect to the Company or any repurchase, redemption or other obligation to acquire for value any equity securities of the Company.

(d) All outstanding membership interests of the Company have been duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, pre-emptive right, subscription right or any similar right or the Company Organizational Documents. None of the Contributed Membership Interests or outstanding Purchased Membership Interests have been issued in violation of any provincial, federal or state securities Laws. There are no accrued and unpaid dividends or other distributions with respect to the Contributed Membership Interests or Purchased Membership Interests.

3.6 Brokers' Fees. Except as set forth in Section 3.6 of the Disclosure Schedule, the Company and its Subsidiaries do not and will not have any liability or obligation (whether matured or unmatured) to pay any fees, commissions or other compensation to any broker, finder, investment banker, financial advisor, agent or other similar Person with respect to the Transactions.

3.7 Financial Statements.

(a) Section 3.7 of the Disclosure Schedules sets forth true and complete copies of the following financial statements (collectively, the "**Financial Statements**"): (i) the unaudited consolidated balance sheets and profit loss statement of the Company as of and for the periods ending December 31, 2020 (such financial statements are referred to herein as the "**Year-End Financial Statements**") and (ii) the unaudited consolidated balance sheet of the Company as of May 31, 2021 (the "**Latest Balance Sheet**") and the related profit loss statement for the 5 month period then ended.

The Year-End Financial Statements presents fairly, in all material respects, the consolidated financial position of the Company and its Subsidiaries as of December 31, 2020 and the consolidated results of their operations and their cash flows for each of the years then ended. Each of the Financial Statements (including in all cases the notes thereto, if any) is accurate and complete in all material respects, has been prepared from and is consistent with the books and records of the Company and its Subsidiaries (which books and records are correct and complete in all material respects) and accurately presents in all material respects the financial condition and results of operations of the Company as of the times and for the periods referred to therein.

(b) The Company has no Indebtedness excluding the DivvyPay, Inc. line of credit and Chase Credit Card which will have a zero balance at Closing.

3.8 Absence of Changes. Since December 31, 2020, there has not been, and there has been no event, circumstance or occurrence that reasonably could have a Company Material Adverse Effect. Without limiting the foregoing, since March 31, 2021, except as set forth on Section 3.8 of the Disclosure Schedules, the Company has been operated only in the Ordinary Course of Business and has not:

(a) sold, licensed, leased, transferred or assigned any of its assets, tangible or intangible, or purchased any assets or properties of any Person, in each case other than for fair consideration in the Ordinary Course of Business;

(b) entered into any Material Contract, excluding customer agreements executed in the Ordinary Course of Business;

(c) caused or suffered any acceleration, amendment, termination (partial or complete), modification or cancellation of, or granted any waiver or given any consent or release with respect to, any Material Contract and, to the Company's Knowledge, no party intends to take any such action;

(d) imposed or suffered to exist any Lien (other than Permitted Liens) upon any of its assets, tangible or intangible;

(e) made any capital investment in, any loan to or any acquisition of (or series of related capital investments in, loans to, or acquisitions of) the securities or assets of any Person either involving more than $50,000 or outside the Ordinary Course of Business;

(f) (i) issued any note, bond or other debt security or created, incurred, assumed or guaranteed any Indebtedness or (ii) made any voluntary purchase, cancellation, prepayment or complete or partial discharge in advance of a scheduled payment date with respect to, or granted any waiver of any right of the Company under, any Indebtedness of or owing to the Company;

(g) cancelled, compromised, waived or released any right or claim (or series of related rights or claims) involving more than $25,000 individually or $50,000 in the aggregate or outside the Ordinary Course of Business or settled or compromised any Action, which settlement or compromise involved (i) aggregate payments by the Company in excess of $25,000 individually or $50,000 in the aggregate or (ii) any relief other than money damages;

(h) made any capital expenditures or commitments therefor exceeding $50,000 in the aggregate;

(i) delayed or postponed the payment of accounts or other amounts payable or other obligations or liabilities or accelerated the collection of any accounts or other amounts receivable outside the Ordinary Course of Business;

(j) made any change in accounting practices or policies, including not having changed conduct related to cash management customs and practices (including with respect to maintenance of working capital balances, collection of accounts receivable, payment of accounts payable, accrued liabilities and other liabilities and pricing and credit policies) or, since the date of the Latest Balance Sheet, having changed conduct related to cash management in any manner whatsoever;

(k) sold, securitized, factored or otherwise transferred any accounts receivable;

(l) experienced any damage, destruction or loss (whether or not covered by insurance) to any real or personal property or equipment in excess of $50,000 in the aggregate;

(m) granted any increase in the base compensation of any of its current or former directors, officers, employees or consultants other than any increase that, when combined with all other increases in the prior twelve (12)-month period, did not exceed ten percent (10%) of the compensation on the date of such increase or increases and was in the Ordinary Course of Business, or made any payment of or agreed to become obligated to pay any bonus, severance or change of control payments or other consideration of any nature whatsoever (other than salary, commissions or consulting fees) to any of its current or former directors, officers, managers, members, partners, employees or consultants;

(n) implemented any layoffs;

(o) adopted, amended, commenced participation in or terminated any labour or collective bargaining agreement;

(p) made any loans or advances to any of its directors, members, managers, officers, employees, consultants, customers or Affiliates or entered into any transaction with or for the benefit of any Affiliate other than the Transactions;

(q) sold, licensed, leased, transferred, assigned, granted any other rights under abandoned, permitted to lapse or otherwise disposed of, or failed to maintain or protect in full force and effect, the Company Intellectual Property except in the Ordinary Course of Business or disclosed any confidential information to any Person other than pursuant to a written agreement containing appropriate confidentiality obligations and preserving all rights of the Company in such confidential information;

(r) authorized or effected any amendment or change in the Company Organizational Documents;

(s) instituted any Action;

(t) authorized, issued, sold or otherwise disposed of any of other equity interests, or granted any options, warrants or other rights to purchase or obtain (including upon conversion, exchange or exercise) any of its equity interests;

(u) declared, set aside or paid any dividend or made any distribution with respect to its equity interests (whether in cash or in kind) or directly or indirectly redeemed, purchased or otherwise acquired any of its equity interests;

(v) acquired or disposed of, in any form, participations in the equity of other companies or acquired, disposed of or leased (as lessor or lessee) any business or segment of any business;

(w) entered into or agreed to any merger or consolidation with any Person; or

(x) authorized or entered into any agreement, contract or commitment to do any of the foregoing or authorized, taken or agreed to take (or fail to take) any action with respect to the foregoing.

3.9 Absence of Undisclosed Liabilities. Except as set forth on Section 3.9 of the Disclosure Schedules, Company does not have any liability (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted) that is material, and there is no basis for any Action with respect to any liability, except in either case for (a) liabilities set forth on the Latest Balance Sheet, and (b) liabilities not exceeding $50,000 in the aggregate which have arisen since the date of the Latest Balance Sheet in the Ordinary Course of Business (none of which is material and none of which relates to breach of contract, breach of warranty, tort, infringement, environmental matter, violation of Law or any Action).

3.10 Legal Compliance.

(a) The Company is in material compliance with, and since inception, has been in material compliance with all applicable Laws of Governmental Authorities relating to the operation of its business and the maintenance and operation of its properties and assets. No notices have been received by and no claims have been filed against and served upon the Company alleging a violation of any such Laws.

(b) The Company owns, holds or possesses and has at all times complied in all material respects with, and is in compliance in all material respects with, all Permits which are required for the operation and ownership of the business of the Company and its Subsidiaries. Section 3.10(b) of the Disclosure Schedules sets forth a complete and correct list and brief description of each Permit owned, held or possessed by the Company, as of the date hereof, and all such Permits are valid and in full force and effect. Except as set forth on Section 3.10(b) of the Disclosure Schedules, (i) the Company has fulfilled and performed in all material respects its obligations under each of the Permits which it owns, holds or possesses, and (ii) no written notice of cancellation, default or material dispute concerning any Permit, or of any event, condition or state of facts described in the preceding clause, has been received by the Company as a result of the execution of this Agreement or any other Transaction Document or consummation of the Transactions or otherwise and all of the Permits will be available for use by the Company immediately after the Closing. The Company has not been a party to or subject to any proceeding seeking

to revoke, suspend or otherwise limit any Permit. The Company is not in material breach or violation of, or default under, any such Permit. The Company has not received any notice from any Governmental Authority that any of its properties, facilities, equipment, operations or business procedures or practices fails to comply with any applicable Law or Permit. The Company is not in breach or violation of any of the items listed on Section 3.10(b) of the Disclosure Schedules. There has been no decision by the Company not to renew any Permit listed on Section 3.10(b) of the Disclosure Schedules.

3.11 Title to Properties; Condition and Sufficiency of Assets.

(a) The Company is in possession of and owns good and marketable title, free and clear of all Liens (other than Permitted Liens) to all of the properties and assets (i) reflected on the face of the Latest Balance Sheet, (ii) located on any of the premises of the Company, or (iii) used in the conduct of the businesses of the Company, except, in the case of the foregoing clauses (ii) and (iii), for the Leased Real Property and excluding Company Intellectual Property forming part of the Licenses In.

(b) The facilities, machinery, equipment and other tangible assets of the Company have been maintained in accordance with normal industry practice, are in reasonable condition and repair in all material respects, ordinary wear and tear excepted, fit for their particular purpose, and are usable in the Ordinary Course of Business. The Company owns or leases under valid leases all facilities, machinery, equipment and other tangible assets necessary for the conduct of its business as currently conducted, and a list of all of such assets is set forth in Section 3.11 of the Disclosure Schedules.

(c) The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the Company are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put, and none of such buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property is in need of maintenance or repairs except for ordinary, routine maintenance and repairs that would not reasonably be expected cause a Company Material Adverse Effect. The buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property currently owned or leased by the Company, together with all other properties and assets of the Company, are sufficient for the continued conduct of the Company's business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business of the Company as currently conducted.

3.12 Real Property.

(a) The Company does not own or have any options to acquire any real property.

(b) Section 3.12(b) of the Disclosure Schedules sets forth and describes, including address and the name of the landlord, sublandlord, licensor or grantor, a true and complete list of all real property leased, subleased, licensed to or otherwise used or occupied by the Company (the "**Leased Real Property**"). The Leased Real Property comprises all of the real property occupied or operated in connection with, used or intended to be used in, or otherwise related to, the business of the Company. The Company has delivered to Buyer correct and complete copies of the leases, subleases, licenses, occupancy agreements and other similar agreements set forth on Section 3.12(b) of the Disclosure Schedules, including all amendments, extensions, renewals, guaranties and other agreements with respect thereto (collectively hereinafter referred to as the "**Leases**"). With respect to each Lease set forth or required to be set forth on Section 3.12(b) of the Disclosure Schedules:

(i) the Lease is legal, valid, binding, enforceable and in full force and effect;

(ii) the Lease shall continue to be legal, valid, binding, enforceable and in full force and effect on identical terms following the consummation of the Transactions;

(iii) neither the Company nor, to the Company's Knowledge, any other party to any such Lease is, in breach or default, and no event has occurred which, with notice or lapse of time, reasonably could constitute a breach or default or permit termination, modification or acceleration thereunder;

(iv) the possession and quiet enjoyment of the Leased Real Property by the Company under such Lease has not been disturbed, and to the Company's Knowledge, there are no disputes with respect to such Lease;

(v) no security deposit or portion thereof deposited with respect to such Lease has been applied in respect of a breach or default under such Lease which has not been redeposited in full;

(vi) the Company does not owe, and will not owe in the future, any brokerage commissions or finder's fees with respect to such Lease;

(vii) the Company has not subleased, licensed or otherwise granted any Person the right to use or occupy such Leased Real Property or any portion thereof;

(viii) the other party to such Lease is not an Affiliate of, and otherwise does not have any economic interest in, the Company;

(ix) the Company has not collaterally assigned or granted any other security interest in such Lease or any interest therein.

(c) All buildings, structures, improvements, fixtures, building systems and equipment, and all components thereof, located on, attached to and included in the Leased Real Property are in reasonable condition and repair in all material respects, ordinary

wear and tear excepted, and sufficient for the operation of and occupancy relative to the businesses of the Company in the Ordinary Course of Business.

3.13 Tax Matters.

(a) At all times since its formation, the Company has been classified as a partnership for U.S. federal and state income tax purposes.

(b) Tax Returns and Payments. All income Tax Returns and all material other Tax Returns required to be filed by or on behalf of the Company (the "**Company Returns**") have been timely and properly filed (taking into account all applicable extensions of time to file) and are true, accurate and complete in all material respects. All Taxes of the Company that are due and payable have been timely and properly paid (whether or not shown on a Company Return). The Company has delivered to the Buyer accurate and complete copies of all income Tax Returns and all material other Tax Returns filed by the Company on or after January 1, 2016. No written claim has been made on or after January 1, 2017 by a Tax Authority in a jurisdiction where the Company does not file Tax Returns that it is or may be subject to taxation by that jurisdiction.

(c) Audits; Claims. To the Knowledge of the Company, no Company Return is currently being examined or audited by any Tax Authority. The Company has not received from any Tax Authority, on or after January 1, 2016, any: (i) notice indicating an intent to open an audit or other review; (ii) request for information related to Tax matters; or (iii) notice of deficiency or proposed Tax adjustment. Except as set forth on Schedule 3.13, no extension or waiver of the limitation period applicable to any Tax Returns has been granted by or requested from the Company. No claim or Legal Proceeding is pending or threatened against the Company in respect of any Tax. There are no liens for Taxes upon any of the assets of the Company except liens for current Taxes not yet due and payable. The Company has not received a private letter ruling from the IRS or comparable ruling from any other Tax Authority.

(d) Parachute Payments. The Company is not a party to any Contract that would reasonably be expected to result, separately or in the aggregate, in the payment of any "excess parachute payment" within the meaning of Section 280G of the Code (or any corresponding provisions of state, local or foreign Tax law) as a result of the transactions contemplated by this Agreement.

(e) Timing Items. The Company will not be required to include any item of income in, or exclude any deduction from, taxable income for any tax period (or portion thereof) ending after the Closing Date as a result of any: (i) change in method of accounting, or the use of a cash or an improper method of accounting, for a Tax period ending on or prior to the Closing Date (including, for the avoidance of doubt, any adjustment under Section 481 of the Code pursuant to Section 13221(d) of U.S. P.L. 115-97); (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or foreign Income Tax Law) executed on or prior to the Closing Date; (iii) installment sale or open transaction

disposition made on or prior to the Closing Date; (iv) prepaid or deposit amount received on or prior to the Closing Date; (vi) election described in Section 108(i) of the Code (or any corresponding or similar provision of state, local or foreign Tax Law) made on or prior to the Closing Date; (vii) "minimum gain chargeback" provision with respect to "minimum gain" for periods (or portions of periods) ending on or prior to the Closing Date pursuant to Subchapter K of the Code; or (viii) debt instrument held on or before the Closing Date that was acquired with "original issue discount" as defined in Section 1273(a) of the Code or is subject to the rules set forth in Section 1276 of the Code.

(f) Liability for Another Person's Taxes. The Company is not and has never been a member of any consolidated, combined, affiliated, unitary or aggregate group for Tax purposes. The Company does not have any liability for the Taxes of any Person (other than the Company) under federal, state, local or foreign Tax Law), as a transferee or successor, pursuant to any contractual obligation, other than any contractual obligation entered in the Ordinary Course of Business that does not principally relate to Taxes, or otherwise. The Company is not a party to or bound by any Tax Sharing Agreement.

(g) Adjustment in Taxable Income. The Company is not currently, nor for any period for which a Tax Return has not been filed will be, required to include any adjustment in taxable income for any Tax period (or portion thereof) pursuant to Section 481 or 263A of the Code (or any comparable provision under state, local or foreign Tax laws) as a result of transactions, events or accounting methods employed prior to the Closing.

(h) Penalties. The Company has disclosed on its Tax Returns any Tax reporting position taken in any Tax Return that could, in the absence of such disclosure, result in the imposition of penalties under Section 6662 of the Code (or any comparable provisions of state, local or foreign law).

(i) Tax Shelter and Listed Transactions. The Company has not consummated or participated in, nor is it currently participating in, any transaction that was or is a "Tax shelter" transaction as defined in Sections 6662 or 6111 of the Code or the Treasury Regulations promulgated thereunder. The Company has not participated in, and is not currently participating in, a "Listed Transaction" or a "Reportable Transaction" within the meaning of Section 6707A(c) of the Code or Treasury Regulation Section 1.6011-4(b), or any transaction requiring disclosure under a corresponding or similar provision of state, local, or foreign law.

(j) Foreign Tax. The Company does not currently hold, and has never held, an interest in a foreign corporation, foreign partnership or other foreign entity (as defined in Section 7701(a) of the Code). to Section 367(d) of the Code. The Company are not subject to the base erosion and anti-abuse tax under Section 59A of the Code.

(k) Tax Holidays and Incentives. The Company has provided to the Buyer all documentation relating to any applicable Tax holidays or incentives. The Company is in compliance with the requirements for any applicable Tax holidays or

incentives and none of the Tax holidays or incentives will be jeopardized by the transactions contemplated in this Agreement.

(l) Withholding. The Company has complied in all material respects with all applicable Legal Requirements relating to the payment, reporting and withholding of Taxes (including withholding of Taxes pursuant to Sections 1441, 1442, 1445 and 1446 of the Code or similar provisions under any foreign law), has, within the time and in the manner prescribed by law, withheld from employee wages or consulting compensation or any other payment subject to withholding under applicable Legal Requirements and timely paid over to the proper Tax Authorities (or is properly holding for such timely payment) all amounts required to be so withheld and paid over under all applicable Legal Requirements, including federal and state income Taxes (or similar Taxes under any foreign laws), Federal Insurance Contribution Act, Medicare, relevant state or local income and employment Tax withholding laws, and has timely filed all withholding Tax Returns.

(m) Permanent Establishment. The Company is not subject to Tax in any jurisdiction other than its country of incorporation or formation by virtue of having a permanent establishment or place of business in that jurisdiction.

(n) Partnerships. None of the assets of the Company are an interest in an entity or arrangement classified as a partnership for United States federal income Tax purposes.

(o) Sales or Transfer Taxes. The Company has duly and timely collected all amounts on account of any sales/use or transfer taxes, including goods and services, harmonized sales/use and provincial or territorial sales/use taxes, required by Legal Requirements to be collected by them and have duly and timely remitted to the appropriate Tax Authority any such amounts required by applicable Legal Requirements to be remitted by them.

(p) Sellers. Each Seller is a U.S. person as defined under Section 7701(a)(30) of the Code.

(q) CARES Act. The Company has not elected to defer any Taxes, including the employer-portion of any payroll Tax for which the Company will have future Tax liability, under the CARES Act. The Company has not received or claimed any Tax credits under Section 2301 of the CARES Act, nor has the Company accepted or otherwise been extended any PPP Loans. To the extent applicable, the Company has materially complied with all legal requirements and duly accounted for any available Tax credits under Sections 7001 through 7005 of the Families First Act. The Company has not filed any amended Tax Return or other claim for a refund as a result of, or in connection with, the carry back of any net operating loss or other attribute to a year prior to the taxable year including the Closing Date under Section 172 of the Code, as amended by Section 2303 of the CARES Act, or any corresponding or similar provision of state, local or non-U.S. Law.

(r) Amortizable Assets. None of the assets of the Company is subject to the limitations on "amortizable section 197 intangibles" described in Section 197(f)(9) of the Code or any similar or comparable limitation under state, local or non-U.S. Law.

3.14 Intellectual Property.

(a) Section 3.14(a) of the Disclosure Schedules contains a complete and accurate list of all (i) Patents owned, purported to be owned or exclusively licensed by or filed in or issued under the name of the Company ("**Company Patents**"), registrations and applications for registrations of Marks owned, purported to be owned or exclusively licensed by or filed in or issued under the name of the Company or any of its Subsidiaries and material unregistered Marks owned, purported to be owned or exclusively licensed by the Company ("**Company Marks**"), and registrations and applications for registrations of Copyrights owned, purported to be owned or exclusively licensed by or filed in or issued under the name of the Company ("**Company Copyrights**"), in each case including, to the extent applicable, the date of registration issuance and application filing, registration and application number and name of the registration body where the registration was issued or application was filed; (ii) any products and/or services currently or previously licensed, sold, distributed and/or otherwise made commercially available by the Company and any products or services towards which material design and/or development efforts have been made ("**Products**"); and (iii) licenses, sublicenses or other agreements under which the Company is granted rights by others in Intellectual Property ("**Licenses In**") (other than Off-the-Shelf Software Licenses for software not included in or distributed with the Products), and (iv) licenses, sublicenses or other agreements under which the Company has granted rights to others in Intellectual Property ("**Licenses Out**").

(b) Except as set forth on Section 3.14(b) of the Disclosure Schedules:

(i) the Company exclusively owns the Company Intellectual Property owned or purported to be owned by the Company, and possesses adequate and enforceable rights to use all other Company Intellectual Property, free and clear of all Liens, other than Permitted Liens;

(ii) all Company Intellectual Property owned or purported to be owned by the Company that has been issued by, or registered with, or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world are registered in the name of the Company. All Company Intellectual Property and all Intellectual Property exclusively licensed to the Company that has been issued by, or registered with, or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or any similar office or agency anywhere in the world are currently in compliance with formal legal requirements (including, as applicable, payment of filing, examination and maintenance fees, inventor declarations, proofs of working or use, timely post-registration filing of affidavits of use and incontestability, and renewal applications), and, to the

Knowledge of the Company, all Company Intellectual Property owned by or exclusively licensed to the Company is valid and enforceable;

(iii) none of the Company Intellectual Property that has been issued by, or registered or the subject of an application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office or in any similar office or agency anywhere in the world is subject to any maintenance fees or taxes or actions falling due within 90 days after the Closing Date;

(iv) no Company Patent has been or is now involved in any reissue, re-examination, inter-partes review, post-grant review, or opposition proceeding; all Products made, used or sold under the Company Patent have been marked with the proper patent notice;

(v) there are no pending, threatened in writing to the Company or, to the Knowledge of the Company, otherwise threatened claims against the Company alleging that any of the operation of the Business or any activity by the Company infringes or violates (or in the past infringed or violated) the rights of others in or to any Intellectual Property ("**Third Party IP Assets**") or constitutes a misappropriation of (or in the past constituted a misappropriation of) any subject matter of any Third Party IP Assets;

(vi) the Company does not have any obligation to compensate any person for the use of any Intellectual Property other than pursuant to Licenses In; except pursuant to customer agreements entered into in the ordinary course of business, the forms of which have been provided to Buyer, the Company has not entered into any agreement to indemnify any other person against any claim of infringement or misappropriation of any Intellectual Property; there are no settlements, covenants not to sue, consents, judgments, or orders or similar obligations that: (A) restrict the rights of the Company to use any Company Intellectual Property, (B) restrict the Company's Business in order to accommodate a third party's Intellectual Property, or (C) permit third parties to use any Company Intellectual Property owned, purported to be owned or exclusively licensed by the Company;

(vii) the Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its employees and contractors for their use;

(viii) neither the operation of the Business nor any activity by the Company infringes or violates (or in the past infringed or violated) any Third Party IP Asset or constitutes a misappropriation of (or in the past constituted a misappropriation of) any subject matter of any Third Party IP Asset;

(ix) all Company employees, and Company Service Providers who create intellectual property of any type, have executed written instruments with the Company that assign to the Company all rights, title and interest, in the form

and manner as may be required under the laws of the relevant territory, in and to any and all (A) inventions, improvements, ideas, discoveries, developments, writings, works of authorship, know-how, processes, methods, technology, data and information relating to the Business or any Products being researched, developed, manufactured or sold by the Company or that may be used with any such Products and (B) Intellectual Property relating thereto; a valid and enforceable assignment to the Company for each Company Patent has been duly recorded with the U.S. Patent and Trademark Office and all similar offices and agencies anywhere in the world in which foreign counterparts are pending, registered or issued;

(x) to the Knowledge of the Company, (A) there is no, nor has there been any, infringement or violation by any person or entity of any of the Company Intellectual Property or the rights of the Company therein or thereto and (B) there is no, nor has there been any, misappropriation by any person or entity of any of the Company Intellectual Property or the subject matter thereof;

(xi) the Company has taken reasonable security measures to protect the confidentiality of all Trade Secrets owned by the Company or used or held for use by the Company in the Business;

(xii) the Company has not (A) granted, directly or indirectly, any current or contingent rights, licenses or interests in or to any source code of any of the Products, or (B) provided or disclosed any source code of any Product to any person or entity;

(xiii) each Product of the Company performs in all material respects in accordance with its documented specifications as the Company has warranted to its customers;

(xiv) the Products of the Company do not contain any "viruses", "worms", "time bombs", "key-locks", or any other devices that could disrupt or interfere with the operation of the Products or equipment upon which the Products operate, or the integrity of the data, information or signals the Products produce. Such Products do not include or install any spyware, adware, or other similar software that monitors the use of the Products or contacts any remote computer without the knowledge and express consent of the user(s) of the applicable Product or remote computer, as applicable;

(xv) (A) except as set forth on Section 3.14(b)(xv) of the Disclosure Schedules, none of the Products contain, incorporate, link or call to, are distributed with, or otherwise use any Free or Open Source Software, and (B) the incorporation, linking, calling, distribution or other use in, by or with any such Product of any such Free or Open Source Software, does not obligate the Company to disclose, make available, offer or deliver any portion of the source code of such Product or component thereof to any third party other than the applicable Free or Open Source Software; each of the Company is in compliance with all licenses to such Free or Open Source Software;

(xvi) the Company does not engage and has not engaged in and has not engaged others to engage in, and there have been no and there are no pending, threatened in writing to the Company or, to the Knowledge of the Company, otherwise threatened claims against the Company alleging that the Company has engaged or does engage in or has engaged others to engage in, the collection or extraction of data or information from a third party computer system, website or service through manual or automated technical means that exceed authorized access, including those methods commonly referred to as "web scraping" or "data scraping";

(xvii) (A) the Company has not collected or used any Personal Data from any third parties except as described on Section 3.14(b)(xvii)(A) of the Disclosure Schedules; (B) in connection with the collection and/or use of Personal Data that may be described on Section 3.14(b)(xvii)(A) of the Disclosure Schedules, the Company has complied in all material respects with (i) all applicable Legal Requirements in all relevant jurisdictions, all applicable contractual obligations in any Contract that pertains to Personal Data and its publicly available privacy policy relating to the collection, storage, use and onward transfer of all Personal Data collected by or on behalf of the Company (the "**Privacy Requirements**"); and (ii) all Legal Requirements concerning marketing, including, without limitation, those statutes and regulations concerning the transmission of commercial emails, text messages and other marketing materials and offers; (C) to the Knowledge of the Company, there is no restriction under Privacy Requirements that would limit the use of Personal Data by Buyer in the same manner as utilized by the Company; (D) the Company (i) has security measures in place to protect all Personal Data under its control and/or in its possession and to protect such Personal Data from unauthorized access by any parties; and (ii) the hardware, software, encryption, systems, policies and procedures of the Company are reasonably sufficient to protect the privacy, security and confidentiality of all Personal Data in accordance with the Privacy Requirements; (E) the Company has not suffered any breach in security that has permitted any unauthorized access to the Personal Data under the control or possession of the Company; (F) the Company has made reasonable efforts to require all third parties to which it provides Personal Data and/or access there to make reasonable efforts to maintain the privacy and security of such Personal Data, including by contractually obligating such third parties to protect such Personal Data from unauthorized access by and/or disclosure to any unauthorized third parties; (G) there is no written complaint to, or any audit, proceeding, investigation (formal or informal) or claim currently pending against, the Company by any private party, any Governmental Authority, domestic or foreign (including without limitation the Federal Trade Commission), or any state attorney general or similar state official, with respect to the Company's collection, use, retention, disclosure, transfer, storage or disposal of Personal Data and/or Customer Data;

(xviii) (A) the Company has reasonable security measures in place to protect confidential information that it has received from its customers ("**Customer Data**") under its and its service providers' possession or control from unauthorized access; and (B) the hardware, software, encryption, systems, policies and procedures of the Company and each of its service providers are sufficient to protect the security and confidentiality of all Customer Data. Neither the Company nor any of its service providers have suffered any breach in security that has permitted any unauthorized access to Customer Data;

(xix) following the Closing Date, the Company will have the same rights and privileges in the Company Intellectual Property, Personal Data and Customer Data as the Company had in the Company Intellectual Property, Personal Data and Customer Data immediately prior to the Closing Date;

(xx) the Company's Company IT Systems have been properly maintained by technically competent personnel, in accordance, in all material respects, with standards set by the manufacturers or otherwise in accordance with standards prudent in the industry, to ensure proper operation, monitoring and use and are sufficient to operate the Business as presently conducted and as presently proposed to be conducted and the Company owns or has valid and enforceable rights to use the Company IT Systems; the Company has appropriate backup and disaster recovery plans, procedures and facilities for their respective businesses, have routinely tested such plans, procedures and facilities at least once per year, and have taken reasonable steps to safeguard the Company IT Systems, including the use of commercially available antivirus software with the intention of protecting the Company IT Systems from becoming infected by viruses and other harmful code; to the Company's Knowledge, there have been no unauthorized intrusions or breaches of the security of the Company IT Systems or infections by viruses or other harmful code; the Company IT Systems are fully functional and operate in a reasonable manner and there has not been any material malfunction with the Company IT Systems that has not been remedied or replaced in all material respects, or any material unplanned downtime or material service interruption; a list of the hardware and software used in or comprising the Company's IT Systems is attached as Section 3.14(b)(xx) of the Disclosure Schedules;

(xxi) the Company has complied and does comply in all material respects with the Health Insurance Portability and Accountability Act of 1996, as amended by the HITECH Act and the HIPAA Final Omnibus Rule issued on January 17, 2013 and all associated rules and regulations (collectively "**HIPAA**");

(xxii) the Company has made all necessary registrations of its particulars, where applicable and as required by applicable Legal Requirements, in accordance with the Privacy Requirements and has listed all registrations in Section 3.14(b)(xxii) of the Disclosure Schedules.

(xxiii) all consents required for the use of cookies or similar identifiers to collect information from the terminal equipment of any Person by or on behalf of the Company have been obtained in accordance with Privacy Requirements and all information required to be disclosed in order to use such identifiers in accordance with Privacy Requirements has been disclosed prior to the identifier entering the terminal equipment. Each of the Company holds records evidencing all consents referred to under this Section 3.14(b)(xxiii).

(xxiv) the Company does not distribute marketing communications to any Person, except in accordance in all material respects with Privacy Requirements.

3.15 Contracts and Commitments.

(a) Except as set forth on Section 3.15(a) of the Disclosure Schedules, the Company is not a party to or bound by, nor are any of its assets or properties bound by, any outstanding (in each case, whether written or oral) (each, a "**Contract**" and collectively, the "**Contracts**" and together with the Leases, Licenses In, and Licenses Out, the "**Material Contracts**"):

(i) contract for the employment or engagement of any officer, employee, or other Person on a full time, part-time, consulting, independent contractor or other basis, or agreement providing severance or other termination payments or change of control or other special compensation arrangement, or benefits or relating to loans to officers, directors, employees or Affiliates;

(ii) obligation for Indebtedness; or any agreement or indenture relating to the borrowing of money or to the mortgaging, pledging, guaranteeing or otherwise placing a Lien on any asset or group of assets of the Company;

(iii) partnership, joint venture, collaboration, joint marketing, equityholders' or other similar contract with any Person;

(iv) lease, sublease, license or other similar agreement under which it is lessee or lessor of, or holds or operates or permits any third party to hold or operate, any property, real or personal, except for the Leases and except for any lease of personal property under which the aggregate rental payments do not exceed $50,000;

(v) Licenses In or Licenses Out, and all other agreements affecting the ability of the Company to own, use, disclose license, transfer, assign or enforce any Intellectual Property (including settlement agreements, concurrent use, consent-to-use and standstill agreements), excluding Off-The-Shelf Software Licenses;

(vi) contract or group of related contracts (excluding purchase orders entered into in the Ordinary Course of Business) for the purchase or sale of products or services (or a commitment or expected delivery with respect to the same);

(vii) contract or group of related contracts involving the payment or potential payment by or to the Company of more than $50,000 during any twelve (12)-month period (excluding purchase orders entered into in the Ordinary Course of Business);

(viii) contract with any Person containing any provision or covenant prohibiting or limiting the ability of the Company or any of its Subsidiaries to engage in any business activity or compete with any Person or prohibiting or limiting the ability of any Person to compete with the Company or prohibiting or limiting disclosure of confidential or proprietary information;

(ix) contract that contains a "most favored nation" or similar provision;

(x) contract relating to the acquisition or disposition of any business (whether by merger, sale of shares, sale of assets or otherwise) within the last three (3) years;

(xi) power of attorney or other similar agreement or grant of agency;

(xii) profit sharing, share option, share purchase, share appreciation, deferred compensation, severance or other similar plan or arrangement for the benefit of its current or former directors, managers, shareholders, option holders, officers, employees or consultants;

(xiii) collective bargaining agreement or other contract to or with any labour union or other employee representative;

(xiv) any contract with a customer or Top Supplier;

(xv) settlement, conciliation or similar agreement with any Governmental Authority or that will require the Company to pay consideration after the date of this Agreement in excess of $50,000; or

(xvi) other material agreement (or group of related agreements) not entered into in the Ordinary Course of Business.

(b) Each agreement, lease, contract, commitment or other arrangement set forth or required to be set forth on Section 3.15(a) of the Disclosure Schedules is in full force and effect and is a legal, valid and binding obligation of the Company (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general equitable principles). Except as specifically set forth on Section 3.15(b) of the Disclosure Schedules, the Company has performed all obligations required to be performed by it and is not, and to the Company's Knowledge no other Party is, in default under or in breach of or in receipt of any claim of default or breach under any agreement, lease, contract, commitment or other arrangement set forth or required to be set forth on Section 3.15(a) of the Disclosure Schedules; and no event has occurred which with the passage of time or the giving of notice or both

reasonably could result in a default, breach or event of noncompliance under any such agreement. The Company has provided Buyer with a correct and complete copy of, or, if oral, a reasonably complete and accurate written description of, each contract set forth or required to be set forth on Section 3.15(a) of the Disclosure Schedules, together with all amendments, waivers or other changes thereto.

3.16 Insurance. Section 3.16 of the Disclosure Schedules lists and briefly describes each insurance policy maintained by the each of the Company with respect to its properties, assets, businesses, operations and personnel. All of such insurance policies are valid and binding and in full force and effect, the Company is not in default with respect to its obligations under any of such insurance policies and has not received any notification of cancellation of any of such insurance policies, has no Knowledge of any reason or state of facts that could lead to the cancellation of such policies, and has no claim outstanding which could be expected to cause a material increase in the rates of such insurance policies. All premiums due under such policies have been paid when due, and the policies will not terminate or lapse by reason of any of the Transactions or any of the Transaction Documents. The insurance policies listed on Section 3.16 of the Disclosure Schedules are in amounts and provide coverages as required by applicable Governmental Authority, Law and any contract to which the Company is a party or by which any of their respective assets or properties is bound. The Company has not received notice that any insurer under any policy referred to in this Section 3.16 is denying liability with respect to a pending claim thereunder or defending under a reservation of rights clause. A description of all claims with an amount in excess of $25,000 made under all of the insurance policies of the Company and its Subsidiaries during the past three (3) years, together with the amount of such claims, are listed on Section 3.16 of the Disclosure Schedules.

3.17 Employee and Labour Matters; Benefit Plans.

(a) Employee List. Section 3.17(a) of the Disclosure Schedules contains an accurate and complete list of all current Company Service Providers currently employed as of the date of this Agreement, and correctly reflects: (i) names; (ii) their dates of employment, engagement or service credited, if different from commencement date of employment or engagement; (iii) their positions; (iv) their salaries or other form of payment for services rendered and their status (exempt or non-exempt under the Fair Labor Standards Act ("FLSA"); (v) any other compensation payable to them (including housing allowances, compensation payable pursuant to bonus, deferred compensation or commission arrangements or other compensation); (vi) each Company Service Provider Plan in which they participate or are eligible to participate and benefits of any type not covered by the Company Service Provider Plan; (vii) any promises or commitments made to them with respect to changes or additions to their compensation, benefits, or other terms and conditions of employment; (viii) any accrued but unpaid vacation balances; and (ix) severance or other termination payments or change of control or other special compensation arrangement.

(b) Leave of Absence. Except as set forth in Section 3.17(b) of the Disclosure Schedules, there is no current Company Service Provider who is not fully available to perform work because of disability or other leave of absence.

(c) At Will Employment. Except as set forth in Section 3.17(c) of the Disclosure Schedules, the employment of each of the current Company Service Providers who are employees is terminable by the Company at will. The Company has delivered to the Buyer accurate and complete copies of all employment agreements, offer letters that are materially different from the Company's form of offer letter provided to Buyer, employee manuals and handbooks, disclosure materials, policy statements and other materials relating to the employment of the current Company Service Providers who are employees.

(d) Employee Departures/Restrictions. To the Knowledge of the Company, no employee of the Company: (i) intends to terminate his employment with the Company; (ii) has received an offer to join a business that may be competitive with the business of the Company; or (iii) is a party to or is bound by any confidentiality agreement, noncompetition agreement or other Contract (with any Person) that may have an adverse effect on: (A) the performance by such employee of any of his duties or responsibilities as an employee of the Company; or (B) the Business or operations of the Company.

(e) Employee Plans and Agreements. Section 3.17(e) of the Disclosure Schedules contains an accurate and complete list of each material Company Service Provider Plan and specifies whether such Company Service Provider Plan covers, or has covered, employees whose services are performed primarily in the United States (a "**US Benefit Plan**") and each material Company Service Provider Agreement and specifies whether the employee covered by such agreement performs, or has performed, services in the United States (excluding, in all cases, offer letters or employment agreements that do not contain severance). Except as set forth in Section 3.17(e) of the Disclosure Schedules, the Company has not committed to establish or enter into any new Company Service Provider Plan or Company Service Provider Agreement, or to modify any Company Service Provider Plan (except to conform any such Company Service Provider Plan to the requirements of any applicable Legal Requirements, in each case as previously disclosed to the Buyer in writing or as required by this Agreement).

(f) Delivery of Documents. The Company has delivered to the Buyer: (i) correct and complete copies of all documents setting forth the terms of each material Company Service Provider Plan and each Company Service Provider Agreement, including all amendments thereto and all related trust documents and, with respect to any US Benefit Plan, the most recent summary plan descriptions together with any summaries or material modifications; (ii) a written description of any material Company Service Provider Plan that is not set forth in a written document; (iii) all material written Contracts relating to each Company Service Provider Plan, including service provider agreements, insurance contracts, investment management agreements and recordkeeping agreements; (iv) the most recent determination, advisory or opinion letter, as applicable, from the Internal Revenue Service covering any US Benefit Plan; (v) annual reports (Form 5500 Series and all schedules and financial statements attached thereto) covering such US Benefit Plans for the last three (3) years; (vi) all material correspondence to or from any

Governmental Authority relating to any Company Service Provider Plan during the past three years relating to any audit, investigation, or review, including compliance statements, closing agreements or similar materials specific to any US Benefit Plan; (vii) all material insurance policies in the possession of the Company or any of its Subsidiaries pertaining to fiduciary liability insurance covering the fiduciaries for each Company Service Provider Plan; and (viii) any material written policies or procedures used in the administration of any Company Service Provider Plan.

(g) No Pension or Welfare Plans. Neither the Company nor any other entity that is a member of the Company's controlled group within the meaning of Section 412(d)(3) of the Code (“**Company Controlled Group**”) has ever maintained, established, sponsored, participated in, or contributed to, any (i) Pension Plan which is subject to Title IV of ERISA or Section 412 of the Code, (ii) Multiemployer Plan, (iii) “multiple employer plan” as defined in ERISA or the Code, or (iv) “funded welfare plan” within the meaning of Section 419 of the Code. No Company Service Provider Plan provides health benefits to Company Service Providers that are not insured. No direct, contingent or secondary liability has been incurred or could reasonably be expected to be incurred by the Company or any member of the Company Controlled Group under Title IV of ERISA with respect to any US Benefit Plan. Neither the Company nor any member of the Company Controlled Group has incurred any liability for any material tax imposed under Chapter 43 of the Code or civil liability under Section 502(i) or (l) of ERISA. To the Knowledge of the Company, no US Benefit Plan nor any party in interest in respect of a US Benefit Plan within the meaning of Section 3(14) of ERISA has engaged in a prohibited transaction which could subject the Company or any member of the Company Controlled Group directly or indirectly to material liability under Section 409 or 502(i) of ERISA or Section 4975 of the Code.

(h) Compliance with ACA. The Company is in compliance in all material respects with all applicable requirements of the Patient Protection and Affordable Care Act of 2010, as amended (the “ACA”). No material excise tax or penalty under the ACA, including Section 4980H of the Code, is outstanding, has accrued, or has arisen with respect to any period prior to the Closing, with respect to any Company Service Provider Plan.

(i) No Company Stock in Benefit Plans. None of the assets of any US Benefit Plan include any capital stock issued by the Company or any member of the Company Controlled Group.

(j) Deferred Compensation Compliance. Each Contract that is a “nonqualified deferred compensation plan” subject to Section 409A of the Code and the regulations and other guidance promulgated thereunder has been operated and maintained in accordance with Section 409A of the Code in all material respects. The Company is not a party to, or otherwise obligated under, any Contract that provides for a gross up of Taxes imposed by Section 409A of the Code.

(k) Past Acquisitions. The Company is not currently obligated to provide a Company Service Provider with any compensation or benefits pursuant to an agreement (e.g.,

an acquisition agreement) with a former employer of such Company Service Provider.

(l) Absence of Certain Retiree Liabilities. No Company Service Provider Plan provides (except at no cost to the Company and its Subsidiaries), or reflects or represents any liability of the Company to provide, retiree life insurance, retiree health benefits or other retiree employee welfare benefits to any Person for any reason, except as may be required by applicable Legal Requirements. Other than commitments made that involve no future costs to the Company, neither the Company nor any of its Subsidiaries has represented, promised or contracted (whether in oral or written form) to any Company Service Provider (either individually or to Company Service Providers as a group) or any other Person that such Company Service Provider(s) or other person would be provided with retiree life insurance, retiree health benefit or other retiree employee welfare benefits, except to the extent required by applicable Legal Requirements.

(m) Compliance; No Defaults. The Company has performed all obligations required to be performed by it under each Company Service Provider Plan in all material respects and is not in default or violation of, and to the Company's Knowledge, no other party is in default or violation of, the terms of any Company Service Provider Plan. Each US Benefit Plan has at all times been maintained, funded, and administered in accordance with its terms and with applicable Legal Requirements, including ERISA and the Code in all material respects. Each US Benefit Plan intended to be qualified under Section 401(a) of the Code, and the trust (if any) forming a part thereof, has received a favorable determination, advisory, or opinion letter from the Internal Revenue Service and, to the Knowledge of the Company, there are no existing circumstances or events that would reasonably be expected to result in any revocation of, or a change to, such letter. All contributions to, and material payments from, any Company Service Provider Plan which may have been required to be made in accordance with the terms of such Company Service Provider Plan or applicable Legal Requirements have been timely made in all material respects, and all contributions for any period ending on or before the Closing Date which are not yet due, but will be paid on or prior to the Closing Date, are reflected as an accrued liability on the Latest Balance Sheet. Each Company Service Provider Plan (other than individual agreements) can be amended, terminated or otherwise discontinued after the date of this Agreement, without material liability to the Company, its Subsidiaries or the Buyer (other than ordinary administration expenses). There are no audits, inquiries or Legal Proceedings pending or, to the Knowledge of the Company, threatened by any Governmental Authority with respect to any Company Service Provider Plan. No actions, claims or Legal Proceedings (excluding claims for benefits incurred in the ordinary course of plan activities) have been brought, or the Knowledge of Company threatened against, or with respect to, any Company Service Provider Plan.

(n) No Conflict. Except as set forth in Section 3.17(n) of the Disclosure Schedules, neither the execution, delivery or performance of this Agreement, nor the consummation of the Transactions, will or may (either alone or upon the occurrence

of any additional or subsequent events): (i) constitute an event under any Company Service Provider Plan, Company Service Provider Agreement, trust or loan that will or may result (either alone or in connection with any other circumstance or event) in any payment (whether of severance pay or otherwise), acceleration, forgiveness of indebtedness, vesting, distribution, increase in benefits or obligation to fund benefits with respect to any Company Service Provider; or (ii) create or otherwise result in any liability with respect to any Company Service Provider Plan.

(o) Compliance. The Company: (i) is in compliance in all material respects with all applicable Legal Requirements, Contracts, its own policies, and orders, rulings, decrees, judgments or arbitration awards of any arbitrator or any court or other Governmental Authority respecting employment or termination of employment, employment practices, terms and conditions of employment, worker classification (including but not limited to classification as exempt under the FLSA), tax withholding, prohibited discrimination, equal employment, fair employment practices, meal and rest period, wages (including overtime wages), compensation, hours of work or other labor-related matters, including all applicable Legal Requirements, orders, rulings, decrees, judgments and awards relating to discrimination, wages and hours, bonuses, labor relations, leave of absence requirements (including maternity leave), occupational health and safety, privacy, discrimination, harassment (general and sexual harassment), retaliation, immigration, record keeping, filings, the collection and payment of social security obligations, wrongful discharge or violation of the personal rights of Company Service Providers or prospective employees; (ii) has withheld and reported all amounts required by any Legal Requirement or Contract to be withheld and reported with respect to wages, salaries and other payments to any Company Service Provider; (iii) has no liability for any arrears of wages, nonpayment of severance, or any Taxes or any penalty for failure to comply with any of the foregoing; and (iv) has no liability for any payment to any trust or other fund governed by or maintained by or on behalf of any Governmental Authority with respect to unemployment compensation benefits, social security or other benefits or obligations for any Company Service Provider (other than routine payments to be made in the normal course of business and consistent with past practice). The Company warrants that it has abided, and through the Closing Date will continue to abide, by the requirements of the Workers Adjustment and Retraining Notification Act.

(p) Labor Relations. The Company has good labor relations, and, except as set forth in Section 3.17(p) of the Disclosure Schedules, there are no facts indicating that the consummation of the Transactions will have a material adverse effect on the labor relations of the Company or any of its Subsidiaries. Except as set forth in Section 3.17(p) of the Disclosure Schedules, there are no pending or, to the Knowledge of the Company, threatened or reasonably anticipated claims or Legal Proceedings against the Company under any workers' compensation policy or long-term disability policy. The Company is not, and has not been, bound by or a party to, or has a duty to bargain for, any collective bargaining agreement or other Contract with a labor organization representing any Company Service Providers and there

are no labor organizations representing or to the Knowledge of the Company, purporting to represent or seeking to represent any current Company Service Providers. There is no pending demand for recognition or any other request or demand from a labor organization for representative status with respect to any Company Service Providers. There is no union, works council, employee representative or other labor organization, which, pursuant to applicable Legal Requirements, must be notified, consulted or with which negotiations need to be conducted in connection with the transactions contemplated by this Agreement. The Company is not engaged, and has never been engaged, in any unfair labor practice of any nature. The Company has not had any strike, slowdown, work stoppage, lockout, job action or threat thereof, or question concerning representation, by or with respect to any of the Company Service Providers. To the Knowledge of the Company, no event has occurred, and no condition or circumstance exists, that might directly or indirectly give rise to or provide a basis for the commencement of any such strike, slowdown, work stoppage, lockout, job action, labor dispute or union organizing activity or any similar activity or dispute.

(q) Independent Contractors. Section 3.17(q) of the Disclosure Schedules accurately sets forth, with respect to each Person who is currently an independent contractor of the Company or who has made a material contribution to any of the Company Intellectual Property: (i) the name of such independent contractor and the date as of which such independent contractor was originally engaged by the Company; (ii) the Contract to which such independent contractor is or was engaged by the Company; and (iii) the aggregate dollar amount of the compensation (including all payments or benefits of any type) received by such independent contractor from the Company as of the date of this Agreement with respect to services performed from the organization of the Company through the date of this Agreement;

(r) No Misclassified Employees. No current or former independent contractor of the Company or any of its Subsidiaries could reasonably be deemed to be a misclassified employee. No independent contractor is eligible to participate in any Company Service Provider Plan. The Company has never had any temporary or leased employees that were not treated and accounted for in all respects as employees of the Company.

(s) Labor-Related Claims. Except as set forth in Section 3.17(s) of the Disclosure Schedules, there is no Legal Proceeding pending or, to the Knowledge of the Company, threatened or reasonably anticipated relating to any employment Contract, compensation, wages and hours, leave of absence, plant closing notification, employment statute or regulation, privacy right, labor dispute, workers' compensation policy, long-term disability policy, safety, retaliation, harassment, victimization, immigration or discrimination matter involving any Company Service Provider, including charges of unfair labor practices or harassment complaints.

3.18 Environmental Laws. The Company has since inception complied with and is in compliance with all applicable Environmental Laws and has obtained and since inception complied and is in compliance with all Permits required by applicable Environmental

Laws. The Company has not received any notice, report or information regarding or alleging any violation of, or liability arising under Environmental Law or is subject to any Action pursuant to Environmental Law. None of the Company or its predecessors has treated, stored, disposed of, arranged for or permitted the disposal of, transported, handled, released, or exposed any Person to, any substance or waste, or owned or operated any property or facility contaminated by any substance or waste, in each case so as to give rise to current or future liability or obligation under any Environmental Laws. Except as set forth in the Leases, the Company and predecessors have not assumed or undertaken, provided any indemnity with respect to, or otherwise become subject to, any liability of any other Person under any Environmental Laws. The Company and its predecessors have not designed, manufactured, sold, marketed, installed, repaired or distributed products or items containing asbestos, silica, lead or mercury and none of the foregoing Persons have any liability, contingent or otherwise, with respect to the presence or alleged presence of, or exposure to, asbestos, silica, lead or mercury in any product or item. The Company has delivered to Buyer all environmental reports, audits, assessments and any other documents materially bearing on environmental, health or safety liabilities, that are in their possession and relate to the Company, any of its predecessors or any of their current or former facilities or operations.

3.19 Customers and Suppliers.

(a) Section 3.19(a) of the Disclosure Schedules contains a true, correct and complete list of the customers of the Company since inception, measured by United States Dollar volume of revenues that represent the top customers by revenue representing eighty percent (80%) of the Company's revenue (the "**Top Customers**"), together with the amount of such revenues generated by each such customer. No Top Customer has indicated to the Company, nor does the Company otherwise have any Knowledge, that it intends to terminate or reduce its business with the Company (whether as a result of the consummation of the Transactions or otherwise). The Company is not engaged in any material dispute with any Top Customer.

(b) Section 3.19(b) of the Disclosure Schedules contains a true, correct and complete list of the fifteen (15) largest suppliers of the Company since inception, measured by United States Dollar volume of purchases (the "**Top Suppliers**"), together with the amount of such purchases paid to each such supplier. No Top Supplier has indicated to the Company, nor does the Company otherwise have any Knowledge, that it intends to terminate or reduce its business with the Company (whether as a result of the consummation of the Transactions or otherwise), except in the Ordinary Course of Business. The Company is not engaged in any material dispute with any Top Supplier.

3.20 Affiliate Transactions.

(a) Except as set forth on Section 3.20(a) of the Disclosure Schedules, (i) there are no agreements, understanding, arrangements (in each case whether written or oral), liabilities or obligations between the Company, on the one hand, and any Seller or any current or former equity holder, director or officer of the Company or any Affiliate of any such Person, on the other hand, (ii) the Company does not provide

or cause to be provided any assets, products, services or facilities to any Person described in the foregoing clause (i), (iii) no Person described in the foregoing clause (i) provides or causes to be provided any assets, products, services or facilities to the Company; and (iv) the Company does not beneficially own, directly or indirectly, any interests or investment assets of any Person described in the foregoing clause (i).

(b) Except as set forth on Section 3.20(b) of the Disclosure Schedules, and except for the ownership by the Sellers of the Contributed Membership Interests and Purchased Membership Interests, none of the Sellers nor any of their Affiliates (other than the Company), as the case may be, have any interest of any nature in any of the assets and properties used for or related to the business or operations of the Company (including the Company Intellectual Property).

3.21 Accounts Receivable. The accounts and notes receivable reflected on the Latest Balance Sheet in the aggregate (a) represent legal, valid and binding obligations for services actually performed by the Company, enforceable in accordance with their terms, (b) are not the subject of any Action, (c) have arisen only from bona fide sales transactions in the Ordinary Course of Business and (d) are payable on ordinary trade terms. To the Knowledge of the Company, there are no contests, claims, counterclaims, rights of set off or other defenses with respect to the accounts and notes receivable.

3.22 Foreign Corrupt Practices Act.

(a) The Company is in compliance, and, during all periods for which any applicable statute of limitations has not expired as of the date hereof, has complied, in all material respects, with the applicable provisions of the Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act, the U.S. Foreign Corrupt Practices Act of 1977, the Money Laundering Control Act (1986), and the USA PATRIOT Act of 2001, in each case as amended, and other applicable Laws prohibiting corrupt practices, money laundering and similar matters (to the extent applicable to the Company), and no Legal Proceedings against the Company with respect to a violation of such Laws is pending or, to the Knowledge of the Company, threatened.

(b) As relates to the Business, neither the Company, nor to the Knowledge of the Company, any Affiliate of the Company nor any agent acting on behalf of the Company has provided, offered, gifted or promised, directly or indirectly, anything of value to any employee, agent or representative of a Governmental Authority, political party or candidate for government office, nor provided or promised anything of value to any other Person while knowing that all or a portion of that thing of value would or will be offered, given, or promised, directly or indirectly, to any employee, agent or representative of a Governmental Authority, political party or candidate for government office, in violation of any applicable anti-corruption or anti-bribery Law for the purpose of:

(i) (A) influencing any act or decision of such official, party or candidate in his or her official capacity, (B) inducing such official, party or candidate to do

or omit to do any act in violation of their lawful duty, or (C) securing any improper advantage; or

(ii) inducing such official, party or candidate to use his or her influence with his or her government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality thereof, in order to assist the Company in obtaining or retaining business for or with, or directing business to, any Person.

3.23 Books and Records. The minute books and corporate record books of the Company, all of which have been made available to Buyer, are complete and correct and have been maintained in accordance with sound business practices. Except as set forth in Section 3.23 of the Disclosure Schedules, the minute books of the Company contain accurate and complete records of all meetings, and actions taken by written consent of, the members, managers and any committees of the managers of the Company, and no meeting, or action taken by written consent, of any such members, managers or committee has been held for which minutes have not been prepared and are not contained in such minute books, in all material respects. At the Closing, all of those books and records will be in the possession of the Company.

3.24 No Bankruptcy. The Company is not entering into this Agreement with the intent to hinder, delay or defraud any Person to which the Company or any of its Subsidiaries is, or may become indebted. No assignment has been made in favour of the Company's creditors or a proposal in bankruptcy to the Company's creditors or any class thereof nor has any petition for a receiving order presented in respect of it. The Company has not initiated proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution. No receiver has been appointed in respect of the Company or any of its property or assets and no execution or distress has been levied upon any of its property or assets.

3.25 Exclusivity of Representations and Warranties. NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO BUYER OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES OF ANY DOCUMENTS OR INFORMATION (INCLUDING ANY FINANCIAL PROJECTIONS, CONFIDENTIAL INFORMATION MEMORANDA, MANAGEMENT PRESENTATIONS OR OTHER SUPPLEMENTAL DATA), EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE CERTIFICATE DELIVERED PURSUANT TO SECTION 7.2(c) WITH REGARD TO SUCH REPRESENTATIONS, THE COMPANY AND THE SELLERS EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE SHARES OR BUSINESSES OR ASSETS OF THE COMPANY.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES OF EACH SELLER

As a material inducement to USCo2, Buyer and Buyer Parent to enter into and perform their respective obligations under this Agreement, each Seller, jointly and severally, represents and warrants to USCo2, Buyer and Buyer Parent as follows:

4.1 Membership Interests . Such Seller owns, beneficially and of record, all of the Membership Interests as set forth opposite such Seller's name on Schedule 4.1. All of such (a) Contributed Membership Interests are, and will when contributed to USCo2 pursuant to this Agreement; and (b) Purchased Membership Interests are, and when sold to Buyer pursuant to this Agreement, will be free and clear of any and all restrictions on transfer (other than any restrictions under the Securities Act and state securities Laws), Taxes, options, warrants, purchase rights, contracts, commitments, equities, claims, demands or Liens. Such Seller is not a party to any option, warrant, purchase right, or other contract or commitment that could require any such Seller to sell, transfer or otherwise dispose of any Contributed Membership Interests, Purchased Membership Interests or other securities of the Company, other than this Agreement. Such Seller is not a party to any voting trust, proxy or other agreement or understanding with respect to the voting of any Contributed Membership Interests, Purchased Membership Interests or other securities of the Company.

4.2 Authorization. Such Seller has full right, power and authority to execute and deliver the Transaction Documents to which such Seller is a party and to perform his, her or its obligations hereunder and thereunder. The Transaction Documents to which such Seller is a party have been duly executed and delivered by such Seller and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding obligations of such Seller and enforceable in accordance with their respective terms and conditions (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general equitable principles).

4.3 Noncontravention. Neither the execution and the delivery by such Seller of the Transaction Documents, nor the consummation of the Transactions, will (i) violate, conflict with or result in a violation of, or constitute a default (whether after the giving of notice, lapse of time or both) under, any provision of Law or order to which such Seller is subject or (ii) violate, conflict with or result in a breach of any provision of, constitute a default (or an event which, with notice or lapse of time or both, reasonably could constitute a default) under, result in acceleration of, create in any Person the right to accelerate, terminate, modify or cancel, require any notice under, or result in the imposition or creation of a Lien upon any assets of such Seller under, any note, bond, mortgage, indenture, deed of trust, lease, contract or other agreement to which such Seller is a party, or by which such Person or any of his or its assets or properties is bound. No consent, approval, license, Permit, order or authorization of, or registration, declaration or filing with, any Governmental Authority or Person is required to be obtained or made by or on behalf of such Seller in connection with the execution, delivery and performance of the Transaction Documents or the consummation of the Transactions, excluding ordinary and necessary Member and/or Manager approvals for each Seller, which have been executed as of or prior to the date hereof.

4.4 Litigation. There is no Action pending or, to such Seller's knowledge, threatened against such Seller, which, if adversely determined, (a) reasonably could delay, hinder or prevent the consummation of the Transactions by such Seller or (b) reasonably could have, individually or in the aggregate with all other such Actions, a material adverse effect on

the ability of such Seller to perform his or its respective obligations under the Transaction Documents.

4.5 Securities Laws Matters. Each Seller acknowledges that such Seller is able to bear the economic risk of the Equity Consideration and any Milestone Equity Consideration, and has such knowledge and experience in financial or business matters that such Seller is capable of evaluating the merits and risks of acquiring the Equity Consideration and any Milestone Equity Consideration. Such Seller represents and warrants that it is an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the Securities Act, and understands that (a) the USCo2 Class B Shares comprising the Equity Consideration and the Parent Shares comprising any Milestone Equity Consideration have not been, and will not be, registered under the Securities Act, any United States state securities laws, or under the Laws of any province in Canada, and are being issued pursuant to an exemption from the registration requirements of the Securities Act and applicable state and Canadian securities laws, (b) USCo2 has no obligation to register or qualify the Equity Consideration under the Securities Act or any state securities laws, and, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Equity Consideration and requirements relating to USCo2 which are outside of such Seller's control, and which USCo2 is under no obligation and may not be able to satisfy, (c) neither Buyer nor Buyer Parent has any obligation to register or qualify the Milestone Equity Consideration under the Securities Act or any state securities laws, and, if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Milestone Equity Consideration and requirements relating to Buyer Parent which are outside of such Seller's control, and which Buyer Parent is under no obligation and may not be able to satisfy, (d) such Seller will not be able to rely on the protection of Section 11 of the Securities Act, (e) the Buyer Shares issuable upon exchange of the Equity Consideration may be issued only in transactions exempt from, or not subject to, the registration requirements of the Securities Act and applicable state securities laws, and prior to the issuance of such securities Buyer Parent may require the delivery of evidence in form and substance reasonably satisfactory to Buyer Parent to such effect, (f) such Seller consents to USCo2 and Buyer Parent, as applicable, making a notation on its records or issuing stop transfer instructions to any transfer agent for the USCo2 Class B Shares or Buyer Shares, in order to give effect to the transfer restrictions applicable thereto, (g) such Seller is acquiring the Equity Consideration and any Milestone Equity Consideration as principal for its own account, for investment purposes, and not with a view the resale or other transfer thereof in violation of United States federal and state securities laws, (h) no representation is made to the Seller regarding the tax consequences to Seller of the Transactions contemplated herein or exchanges of the Equity Consideration, and the Seller and its representatives are solely responsible for determining such tax consequences, and (i) the Equity Consideration and Milestone Equity Consideration and any securities, including, without limitation, Buyer Shares, issued in respect of or exchange for the Equity Consideration shall bear the following legend, as well as any other legends required by state or foreign securities laws:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY FOREIGN OR STATE SECURITIES LAWS AND MAY NOT BE TRANSFERRED, OFFERED OR SOLD EXCEPT IN COMPLIANCE THEREWITH. PRIOR TO ANY TRANSFER, THE ISSUER OF THE SECURITIES MAY REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, OR OTHER EVIDENCE, IN EACH CASE REASONABLY SATISFACTORY TO THE ISSUER, TO THE EFFECT THAT SUCH TRANSFER DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED."

In addition, the Equity Consideration shall bear the following legend:

"THE HOLDER OF THE EXCHANGEABLE SECURITIES REPRESENTED BY THIS CERTIFICATE HAS CERTAIN EXCHANGE RIGHTS AND AUTOMATIC EXCHANGE RIGHTS IN RESPECT OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE, AMONG THE ISSUER OF SUCH SECURITIES (THE "COMPANY"), CERTAIN AFFILIATES OF THE ISSUER, AND THE HOLDER, AS AMENDED AND MODIFIED FROM TIME TO TIME. A COPY OF SUCH EXCHANGE RIGHTS SHALL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST."

4.6 Sellers' Investigation and Reliance. The Sellers are sophisticated vendors and each has made its own investigation, review and analysis regarding USCo2, the Buyer, Buyer Parent and their respective Subsidiaries, and the transactions contemplated hereby, together with their representatives that they have engaged for such purpose. The Sellers and their representatives have been provided with access to the representatives, properties, offices and other facilities, books and records of the USCo2, Buyer, Buyer Parent and their Subsidiaries and other necessary information that they have requested in connection with their investigation of USCo2, the Buyer, Buyer Parent and their Subsidiaries and the transactions contemplated hereby. None of the Sellers is relying, and has not relied, upon any statement, representation or warranty, oral or written, express or implied, made by USCo2, the Buyer, Buyer Parent and their Subsidiaries or any of their respective Affiliates or representatives, except as expressly set forth in this Agreement.

ARTICLE V.
REPRESENTATIONS AND WARRANTIES AS TO USCO2, BUYER AND BUYER PARENT

As a material inducement to the Company and the Sellers to enter into and perform their respective obligations under this Agreement, USCo2, Buyer and the Buyer Parent jointly and severally represent and warrant to the Company and the Sellers, as follows:

5.1 Incorporation of USCo2 and Buyer; Organization of the Buyer Parent; Litigation.

(a) Each of USCo2 and Buyer is a corporation duly incorporated, validly existing and in good standing under the Laws of Delaware. The Buyer Parent is a company duly organized, validly existing and in good standing under the Laws of British Columbia. Each of USCo2, Buyer and the Buyer Parent is duly qualified, licensed or admitted to do business as a foreign entity and is in good standing in every jurisdiction in which the operation of its business or the ownership of its assets

requires it to be so qualified, licensed, admitted or in good standing, except where the failure to be so qualified, licensed, admitted or in good standing could not reasonably have a material adverse effect on USCo2's or Buyer's ability to consummate the Transactions.

(b) Since March 31, 2021, there has not been, and there has been no event, circumstance or occurrence that reasonably could have a Buyer Material Adverse Effect. There is currently no Action pending or, to Buyer's knowledge, threatened against the USCo2, Buyer, Buyer Parent or any of their Subsidiaries. USCo2, the Buyer, Buyer Parent and each of their Subsidiaries is in material compliance with, and during the two (2) year, or portion thereof, preceding the date hereof, has been in material compliance with all applicable Laws of Governmental Authorities relating to the operation of its business and the maintenance and operation of its properties and assets.

(c) There are (and in the past five (5) years there have been) no judgments, injunctions or orders outstanding against or affecting USCo2, the Buyer or Buyer Parent or any of their Subsidiaries or against or affecting any director, officer, employee, partner, or equityholder of USCo2, the Buyer, Buyer Parent or any of their Subsidiaries in such Person's capacity as director, officer, employee, partner, or equityholder of USCo2, the Buyer, Buyer Parent or any of their Subsidiaries.

5.2 Authorization of Transactions. Each of USCo2, Buyer and the Buyer Parent has full right, power and authority to execute and deliver the Transaction Documents to which it is a party and, effective at Closing, to perform its obligations thereunder. Each of the board of directors of USCo2, the board of directors of Buyer and the board of directors of the Buyer Parent will have authorized and approved the Transaction Documents, the execution and delivery of such Transaction Documents, and the performance of its obligations thereunder prior to the Closing. The Transaction Documents have been, or will be at the Closing, duly executed and delivered by USCo2, Buyer and the Buyer Parent and, assuming due authorization, execution and delivery by the other parties thereto, constitute, or will constitute at the Closing, the legal, valid and binding obligations of USCo2, Buyer and the Buyer Parent, enforceable in accordance with their respective terms and conditions (except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general equitable principles).

5.3 Noncontravention. Neither the execution and the delivery by USCo2, Buyer or the Buyer Parent of the Transaction Documents to which it is a party, nor the consummation of the Transactions, (a) violate or conflict with any provisions of USCo2's, Buyer's or the Buyer Parent's governing documents or (b) violate, conflict with, or result in a violation of, or constitute a default (whether rafter the giving of notice, lapse of time or both) under any provision of any Law or order to which USCo2, Buyer or the Buyer Parent is subject. Except for required filings with the Canadian Securities Exchange, and any approval conditions imposed on the Buyer Parent in accordance with the policies of the Canadian Securities Exchange, no consent, approval, license, permit, order or authorization of, or registration, declaration or filing with, any Governmental Authority or Person is required to be obtained or made by or on behalf of USCo2, Buyer or the Buyer Parent in connection

with the execution, delivery and performance of the Transaction Documents or the consummation of the Transactions. There are no Actions pending or threatened against or affecting USCo2, Buyer or Buyer Parent at law or in equity, or before any Governmental Authority, which would adversely affect USCo2's, Buyer's or Buyer Parent's performance under this Agreement or the consummation of the transactions contemplated by this Agreement.

5.4 Capitalization of USCo2 and Buyer.

(a) Schedule 5.4 sets forth an accurate summary of (i) the number of outstanding shares of each class of USCo2 and the Buyer and (ii) the number and type of outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other similar contracts or commitments that could require USCo2 or Buyer to issue, sell or otherwise cause to become outstanding any of its shares.

(b) Except as set forth on Schedule 5.4, there are no outstanding or authorized share appreciation, phantom share, profit participation or similar rights with respect to USCo2 or Buyer or any repurchase, redemption or other obligation to acquire for value any shares or other equity interests of USCo2 or Buyer.

(c) All outstanding shares of USCo2 and Buyer have been duly authorized, validly issued, fully paid and nonassessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right or the Buyer Charter or the Buyer Bylaws or the USCo2 Charter or the USCo2 Bylaws, as applicable.

(d) The Equity Consideration and the Milestone Equity Consideration, when issued, will be, duly authorized and, when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, will be duly and validly issued, fully paid and nonassessable, will be free of restrictions on transfer other than restrictions on transfer under this Agreement, under the constating documents of Buyer, and under applicable state and federal securities Laws and in all cases free and clear of any Liens (other than securities Laws applicable to unregistered securities generally). Each USCo2 Class B Share will be exchangeable for Parent Shares (the "**Parent Exchange Shares**") in accordance with the Certificate of Incorporation of USCo2, as will be amended prior to Closing. At Closing, the Parent Exchange Shares will have been duly and validly reserved for issuance and, upon issuance will be duly and validly issued, fully paid and nonassessable, will be free of restrictions on transfer other than restrictions on transfer under any shareholders' agreement, voting trust or similar agreements of the Buyer Parent and under applicable state, provincial and federal securities Laws and in all cases free and clear of any Liens imposed by Buyer Parent (other than securities Laws applicable to unregistered securities generally). The issuance of the USCo2 Class B Shares and the subsequent exchange of the USCo2 Class B Shares for Parent Exchange Shares, and the issuance of any Milestone Equity Consideration, are not and will not be subject to any preemptive rights or rights of first refusal that have not been properly waived or complied with.

5.5 Capitalization of the Buyer Parent.

(a) Schedule 5.5 sets forth an accurate summary of (i) the number of outstanding shares of each class of the Buyer Parent and (ii) the number and type of outstanding or authorized options, warrants, purchase rights, subscription rights, conversion rights, exchange rights or other similar contracts or commitments that could require Buyer Parent to issue, sell or otherwise cause to become outstanding any of its shares as of the date of this Agreement.

(b) Except as set forth on Schedule 5.5, as of the date of this Agreement there are no outstanding or authorized share appreciation, phantom shares, profit participation or similar rights with respect to the Buyer Parent or any repurchase, redemption or other obligation to acquire for value any equity interests of the Buyer Parent.

(c) All outstanding equity securities of the Buyer Parent have been duly authorized, validly issued, fully paid and non-assessable and not subject to or issued in violation of any purchase option, call option, right of first refusal, preemptive right, subscription right or any similar right or the Buyer Parent's operating agreement.

5.6 Regulatory Filings. During the two year prior to the date hereof, Buyer Parent has made all filings required under Applicable Laws (including applicable Securities Laws) with the applicable regulatory authorities (including the applicable Securities Authorities), all such filings have been made in a timely manner, and all such filings and information and statements contained therein and any other information or statements disseminated to the public by Buyer Parent or otherwise forming part of the Public Record, were true, correct and complete in all material respects and did not contain any Misrepresentation, as at the date of such information or statements, and Buyer Parent has not filed any confidential material change reports which continue to be confidential.

5.7 No Other Representations and Warranties. Except for the representations and warranties contained in this Article V, neither USCo2, Buyer, the Buyer Parent or any other Person makes any other express or implied representation or warranty with respect to USCo2, Buyer or the Buyer Parent, any of their respective Affiliates or the Transactions contemplated by this Agreement.

5.8 Buyer's Investigation and Reliance. USCo2, the Buyer Parent and Buyer are sophisticated parties and each has made its own investigation, review and analysis regarding the Company and its Subsidiaries, the Sellers and the transactions contemplated hereby, together with their representatives that they have engaged for such purpose. USCo2, the Buyer Parent, Buyer and their representatives have been provided with access to the representatives, properties, offices and other facilities, books and records of the Company and its Subsidiaries and other necessary information that they have requested in connection with their investigation of the Company and its Subsidiaries and the transactions contemplated hereby. None of USCo2, the Buyer Parent or the Buyer is relying, or has relied, upon any statement, representation or warranty, oral or written, express or implied, made by the Company, the Sellers, the Company's Subsidiaries or any of it or their respective Affiliates or representatives, except as expressly set forth in Agreement, the

Disclosure Schedules and any certificate delivered by the Sellers pursuant to this Agreement.

5.9 Brokers' Fees. The Buyer Parent, Buyer, USCo2, and their Subsidiaries do not and will not have any liability or obligation (whether matured or unmatured) to pay any fees, commissions or other compensation to any broker, finder, investment banker, financial advisor, agent or other similar Person with respect to the Transactions.

ARTICLE VI.
COVENANTS

6.1 Conduct of the Business. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, except (i) if Buyer will have consented or (ii) as otherwise expressly contemplated by this Agreement, Sellers will cause the Company to conduct its Business in the Ordinary Course of Business, and Sellers shall cause the Company to use its commercially reasonable efforts to preserve intact the current business organization and ongoing operations of the Company, maintain relations and goodwill with suppliers and customers with whom the Company has a relationship, perform in all material respects its obligations under the Material Contracts, and maintain the properties and assets of the Company in their current state of repair and condition (excluding normal wear and tear). Without Buyer's consent, with respect to the Company, Sellers will not, and will not permit the Company to:

(a) issue, sell or deliver any of the Company's equity securities or issue or sell any securities convertible into, or options with respect to, or warrants to purchase or rights to subscribe for, any of the Company's equity securities;

(b) recapitalize, reclassify, combine, split, subdivide or redeem, declare any equity dividend, purchase or otherwise acquire or otherwise make any change in, directly or indirectly, the Company's equity interests or make any other change with respect to the Company's capital structure;

(c) amend the Company Organizational Documents;

(d) make any redemption or purchase of its equity interests;

(e) create any new Subsidiary;

(f) (i) sell, assign or transfer any material portion of its tangible assets, or (ii) mortgage, encumber, pledge, or impose any Lien upon any of its assets;

(g) incur or guaranty any Indebtedness, or amend and restate any existing Indebtedness;

(h) adopt a plan of complete or partial liquidation, dissolution, merger or consolidation of the Company;

(i) sell, assign, transfer or exclusively license any material patents, trademarks, trade names or copyrights;

(j) terminate, cause the termination of, amend or modify any Material Contract in any material respect, or waive or release any rights or claims thereunder;

(k) pay, discharge or satisfy any material claims or liabilities, or fail to pay or otherwise satisfy (except if being contested in good faith) any material accounts payable, liabilities, or obligations when due and payable outside the Ordinary Course of Business;

(l) directly or indirectly, merge with or into, consolidate with or acquire any material asset out of the ordinary course of, make any capital contributions to, or investments in, or any advance or loan to, or acquire the securities of, any other Person;

(m) enter into any other transaction with any of its managers, officers or employees outside the Ordinary Course of Business consistent with past practice;

(n) prepare or file any Tax Return inconsistent with past practice or, on any such Tax Return, take any position, make any election, or adopt any method that is inconsistent with positions taken, elections made or methods used in preparing or filing similar Tax Returns in prior periods (including positions, elections or methods that would have the effect of deferring income to periods ending after the Closing Date or accelerating deductions to periods ending on or before the Closing Date), file any amended Tax Return, settle or otherwise compromise any claim relating to Taxes, enter into any closing agreement or similar agreement relating to Taxes, otherwise settle any dispute relating to Taxes, surrender any right to claim a Tax refund, offset or other reduction in Tax liability, or request any ruling or similar guidance with respect to Taxes;

(o) make any distributions to any member of the Company, excluding the agreed Pre-Closing Adjustment; or

(p) agree, whether orally or in writing, to do any of the foregoing, or agree, whether orally or in writing, to any action or omission that would result in any of the foregoing.

6.2 Access to Books and Records. From the date hereof until the earlier of the termination of this Agreement and the Closing Date, Sellers will provide Buyer and its authorized representatives (the "**Buyer's Representatives**") with reasonable access during normal business hours, and upon reasonable notice, to the offices, properties, personnel, and all financial books and records of the Company in order for Buyer to have the opportunity to make such investigation as it will reasonably desire in connection with the consummation of the transactions contemplated hereby and Buyer Parent's preparation of any filings required by applicable Securities Law as a result of the transactions contemplated hereby; provided, however, that in exercising access rights under this Section 6.2, Buyer and the Buyer's Representatives will not be permitted to interfere unreasonably with the conduct of the Business of the Company. Notwithstanding anything contained herein to the contrary, no such access or examination will be permitted to the extent that it would require the Company to disclose information subject to attorney-client privilege or attorney work-product privilege or violate any applicable Law.

6.3 Confidentiality. Each Seller will, severally and not jointly, hold, and will use their commercially reasonable efforts to cause their respective officers, directors, employees, shareholders, accountants, counsel, consultants, advisors, agents and other Affiliates to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning USCo2, Buyer, Buyer Parent and the Company, including all confidential documents and information concerning the Business, including any financial information of Buyer Parent provided to the Sellers or any of their respective Affiliates in connection with Sellers' review of the EBITDA Calculations (all such information being referred to as "**Confidential Information**"), except to the extent that such information (i) is in the public domain through no fault of any such Seller (ii) is later lawfully acquired by such Seller from a third party, without, to the knowledge of such Person, such source being in breach of an applicable confidentiality agreement, obligation or duty or (iii) is or has been independently developed or conceived by such party without use of such confidential information; provided that each Seller may disclose such information (x) to their respective officers, directors, employees, accountants, counsel, consultants, advisors, limited partners and agents in connection with the Transactions so long as such persons are informed by the applicable Seller of the confidential nature of such information and are directed by the applicable Seller to treat such information confidentially and (y) as may otherwise be required by law, regulation, rule, court order or subpoena.

6.4 Efforts to Consummate. Subject to the terms and conditions herein provided, from the date hereof until the earlier of the termination of this Agreement and the Closing Date, Buyer and Sellers will use their commercially reasonable efforts to take, or cause to be taken, all action and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated by this Agreement (including the satisfaction, but not a waiver, of the closing conditions set forth in Article VII). The Parties acknowledge and agree that nothing contained in this Section 6.4 will limit, expand or otherwise modify in any way any efforts standard explicitly applicable to any Party's obligations under this Agreement. During the period prior to the Closing Date, each Party shall act diligently and reasonably and shall use its respective commercially reasonable efforts to secure any consents, waivers and approvals of any third party required to be obtained to consummate the transactions contemplated by this Agreement.

6.5 Exclusive Dealing.

(a) Sellers shall not, and shall not authorize or permit any Affiliates (including the Company) or any of their representatives to, directly or indirectly, (i) encourage, solicit, initiate or facilitate inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or (iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. The Company and Sellers do not have any Acquisition Proposal as of the date of this Agreement. Sellers shall immediately cease and cause to be terminated, and shall cause their Affiliates (including the Company) and all of their Representatives to immediately cease and cause to be terminated, all existing discussions or

negotiations with any Persons conducted heretofore with respect to, or that would reasonably be expected to lead to, an Acquisition Proposal. For purposes hereof, "Acquisition Proposal" shall mean any bona fide inquiry, proposal or offer from any Person (other than Buyer or any of its Affiliates) concerning (x) a merger, consolidation, liquidation, recapitalization, share exchange or other business combination transaction involving the Company; (y) the issuance or acquisition of shares of Membership Interests or other equity securities of the Company; or (z) the sale, lease, exchange or other disposition of any significant portion of the Company's properties or assets.

(b) The Company agrees that the rights and remedies for noncompliance with this Section 6.5 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Buyer and that money damages would not provide an adequate remedy to Buyer.

6.6 Further Action. Each Party to this Agreement shall use commercially reasonable efforts to take, or cause to be taken, all necessary action, do or cause to be done all things necessary, proper or advisable under applicable Law, and execute and deliver such documents and other papers, as may reasonably be required to carry out the provisions of this Agreement and consummate and make effective the Transactions. In addition, each Seller shall, severally and not jointly, deliver to Buyer or USCo2, as applicable, such certificates and instruments of conveyance as are necessary to vest in Buyer or USCo2, as applicable, good and valid title to the Purchased Membership Interests and the Contributed Membership Interests.

6.7 Tax Matters.

(a) Tax Treatment. The parties intend for the Transaction to be treated for U.S. federal income and applicable state and local income Tax purposes, but not Canadian tax purposes, as follows (the "**Intended Tax Treatment**"):

(i) The parties intend that the Buyer Contribution and the Seller Contribution constitute a single integrated transaction qualifying as a tax-deferred transaction under Section 351 of the Code and that the USCo2 Class B Shares constitute equity of USCo2 for U.S. federal income tax purposes.

(ii) At the Closing, each Seller shall be treated as having sold the portion of their Purchased Membership Interests to Buyer in a taxable sale for the applicable consideration.

None of Buyer, the Sellers, the Company or any of their Affiliates, shall take any position for U.S. federal income or applicable state or local income Tax purposes (whether in audits, Tax Returns, or otherwise) that is inconsistent with the Intended Tax Treatment unless otherwise required by applicable Tax law. Each Party acknowledges and agrees that such Party is solely responsible for determining the Tax consequences applicable to its particular circumstances, that such Party has relied on the advice of its own legal and Tax advisors and that such Party has not

received and that the Buyer and Buyer Parent have not provided to such Party, any legal or Tax advice in connection with the transactions contemplated by this Agreement.

(b) Tax Returns. Following the Closing Date, Buyer shall file all Tax Returns required to be filed by the Company after the Closing Date with respect to Pre-Closing Tax Periods. Buyer shall permit the Sellers, at the Sellers' expense, to review and comment on each such Tax Return for a taxable period ending on or prior to the Closing Date that is an income Tax Return or other material Tax Return and that shows a material amount of Tax due for which the Sellers would be required to indemnify the Buyer Indemnified Parties pursuant to this Agreement at least fifteen (15) days prior to filing, and Buyer shall consider such comments in good faith. If Buyer does not receive comments from the Sellers at least five (5) days prior to the filing of such Tax Returns, the Sellers shall be deemed to have no comments to such Tax Returns.

(c) Tax Contests. Buyer shall control the conduct of any audit, examination, action, dispute or controversy relating to the Taxes of the Company for a taxable period that ends on or before the Closing Date (a "**Tax Contest**"), provided that (i) Buyer shall permit the Sellers, at the Sellers' expense, to participate in the defense of such Tax Contest if such Tax Contest could result in the payment of a material amount of Taxes for which the Sellers would be liable under this Agreement and (ii) Buyer shall not settle any Tax Contest in a manner that would result in the payment of a material amount of Taxes for which the Sellers would be liable under this Agreement without the prior written consent of the Sellers, such consent not to be unreasonably withheld, conditioned or delayed. In the event of a conflict between the provisions of this Section 6.7(c) and Section 9.4 and/or Section 9.5 with respect to a Tax Contest, the provisions of this Section 6.7(c) shall control. In the event the Company is subject to a final partnership adjustment for any taxable periods or portions of taxable tax periods through the Closing Date, such adjustment shall be taken into account by the former partners of the Company pursuant to Section 6241(7) of the Code or the Company shall make or cause to be made an election under Section 6226 of the Code with respect to such adjustment, each as applicable.

(d) Straddle Period Allocation. For purposes of this Agreement, in the case of a Straddle Period, the amount of any Tax based on or measured by income or receipts or imposed in connection with any transaction that is allocable to the portion of a Straddle Period ending on the Closing Date shall be determined based on an interim closing of the books as of the close of business on the Closing Date (and for such purpose, the Tax period of any partnership or other pass-through entity in which the Company holds a beneficial interest shall be deemed to terminate at such time), and the amount of any other Tax of the Company that is allocable to the portion of a Straddle Period ending on the Closing Date shall be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction, the numerator of which is the number of days in the portion of the Straddle Period ending on and including the Closing Date, and the denominator of which is the total number of days in the entire Straddle Period.

(e) Cooperation. Buyer, the Company, and the Sellers agree to furnish or cause to be furnished to the other, upon request, as promptly as practicable, such information and assistance relating to Taxes, including access to books and records, as is reasonably necessary for the filing of all Tax Returns by Buyer, the Company, or the Sellers , the making of any election relating to Taxes, the preparation for any audit by any Tax authority and the prosecution or defense of any claim, suit or proceeding relating to any Tax. Each of Buyer, the Company, and the Sellers shall retain all books and records in their possession with respect to Taxes for a period of at least seven years following the Closing Date.

(f) Section 754 Election. Buyer and Sellers shall cooperate to cause the Company to make an election under Section 754 of the Code and Treasury Regulations 1.754-1(b) effective for the taxable year during which the Closing occurs unless the Company has already made such election which is effective for such taxable year.

(g) Transfer Taxes. Any transfer, stamp, documentary, sales, use, registration, VAT and other similar Taxes (including all applicable real estate transfer Taxes) incurred in connection with this Agreement and the transactions contemplated hereby (**"Transfer Taxes"**) will be borne one half by the Sellers and one half by the Buyer.

(h) Tax Refunds. To the extent that Buyer or any of its Affiliates (including the Company or any of its Subsidiaries) receives any refund of, or becomes entitled to a Tax overpayment credit against, Taxes attributable to the Company and its Subsidiaries for any taxable period (or any portion thereof) ending on or before the Closing Date, such Tax refund or credit, to the extent not already taken into account in the determination of Indebtedness or net working capital of the Company as of the Closing, shall be the property of the Sellers, and Buyer shall pay, or shall cause its Affiliates (including the Company and its Subsidiaries) to pay such Tax refund(s) or credits to the Sellers, within five (5) Business Days after the receipt by Buyer or its Affiliates of such Tax refunds or utilization of such Tax credits, net of any Taxes and expenses incurred with respect to such Tax refunds or utilization of such Tax credits.

6.8 Restrictive Covenants.

(a) During the period commencing on the Closing Date and terminating on the second (2nd) annual anniversary of the Closing Date (the **"Restricted Period"**), no Seller (i) will, directly or indirectly, whether as owner, partner, shareholder, consultant, agent, employee, co-venturer or otherwise, engage, participate, assist or invest or actively prepare to engage, participate, assist or invest in that part of any entity, business or enterprise that is engaged in the Business; or (ii) will, directly or indirectly, in any manner, other than for the benefit of USCo2, Buyer, the Buyer Parent or a Buyer Subsidiary, (A) divert or take away business from USCo2, the Buyer, or the Buyer Parent or any Buyer Subsidiary in existence as of the Effective Time in respect of any of the Company's customers, suppliers, prospective customers or prospective suppliers as of the Closing Date or (B) in connection with a Competing Business, call upon, solicit, accept or conduct any business from or

with any of the customers, suppliers, prospective customers or prospective suppliers of the Company or one of its Subsidiaries as of the Closing Date.

(b) During the Restricted Period, each Seller agrees, severally and not jointly, that such Seller will not solicit, entice, attempt to persuade any Restricted Employee to leave the Company or any of its Subsidiaries (as applicable) for any reason or otherwise participate in or hire or facilitate the hiring, directly or through another entity, of any such person; provided, however, that this Section shall not prohibit a Seller from placing a general advertisement or solicitation in media and other forms directed to the general public or from engaging any recruiting or employment agencies to recruit for prospective employees, not specifically directed at any employee of the Company, any Company Subsidiaries, USCo2, Buyer, the Buyer Parent or a Buyer Subsidiary. For purposes of this Agreement, "**Restricted Employee**" shall mean each of the Company Service Providers of the Company set forth on Section 3.17(q) of the Disclosure Schedules.

(c) The restrictions in this Section 6.8 shall apply to conduct in the U.S. and Canada.

(d) Notwithstanding the forgoing, it shall not be a violation of Subsections (a) or (b) above for a Seller to hold an investment interest or ownership in a health and wellness company or business, provided that (i) Seller is not an active officer, manager, employee, or consultant for the business; and (ii) the company/business does not involve mobile lab testing, mail in kit testing, point of care rapid testing, and/or advisory dashboards for COVID-19 testing.

(e) Each Seller acknowledges and agrees that if such Seller violates any of the provisions of this Section 6.8, the running of the Restricted Period will be extended by the time during which a court of competent jurisdiction finds that such Seller engages in such violation(s).

(f) Each Seller understands that the restrictions set forth in this Section 6.8 are intended to protect the interest of USCo2, Buyer, the Buyer Parent and Buyer Subsidiaries in their confidential information, goodwill and established employee, customer, supplier, consultant and vendor relationships and goodwill, and agree that such restrictions are reasonable and appropriate for this purpose. Each Seller also acknowledges and agrees that absent such Seller's agreement to and compliance with the restrictions set forth in this Section 6.8, Buyer and the Buyer Parent would not have entered into the transactions contemplated by this Agreement.

6.9 Release.

(a) Effective as of the Closing Date, each Seller, severally and not jointly, on behalf of themselves and, as applicable, their officers, directors, representatives, agents, successors, predecessors, and assigns (the "**Seller Related Parties**"), hereby releases, acquits and forever discharges USCo2, Buyer, the Buyer Parent, the Company and their respective Subsidiaries and their respective employees, officers, equityholders, directors, representatives, agents, successors, predecessors, Affiliates, attorneys and assigns (collectively, the "**Seller Released Parties**"), from

any and all claims, rights, demands, causes of action, suits, debts, obligations, liabilities, damages, losses, costs and expenses (including attorneys' fees), whether based on Canadian, U.S., foreign, federal, state, provincial, local, statutory or common law or any other Law of any kind, nature and/or description, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, actual or potential, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not asserted, threatened, alleged or litigated, at law, equity or otherwise (collectively, "**Seller Released Claims**"), arising out of, relating to, or resulting from any circumstances, conduct, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations or omissions, errors, negligence, breach of contract, tort, violation of Law, matter or cause occurring or arising prior to or on the Closing Date and arising from or related in any way to the ownership, management or operation of the Company on or prior to the Closing Date, which any of the Sellers or Seller Related Parties has had, now has, or may have in the future against the Seller Released Parties, whether known or unknown, except only the Seller Excluded Claims.

(b) Effective as of the Closing Date, each of Buyer, Buyer Parent, and USCo2, severally and not jointly, on behalf of themselves and, as applicable, their officers, directors, representatives, agents, successors, predecessors, and assigns (the "**Buyer Related Parties**"), hereby releases, acquits and forever discharges the Sellers and their respective Subsidiaries and their respective employees, officers, equityholders, directors, representatives, agents, successors, predecessors, Affiliates, attorneys and assigns (collectively, the "**Buyer Released Parties**"), from any and all claims, rights, demands, causes of action, suits, debts, obligations, liabilities, damages, losses, costs and expenses (including attorneys' fees), whether based on Canadian, U.S., foreign, federal, state, provincial, local, statutory or common law or any other Law of any kind, nature and/or description, matured or unmatured, liquidated or unliquidated, accrued or unaccrued, actual or potential, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not asserted, threatened, alleged or litigated, at law, equity or otherwise (collectively, "**Buyer Released Claims**"), arising out of, relating to, or resulting from any circumstances, conduct, facts, events, transactions, acts, occurrences, statements, representations, misrepresentations or omissions, errors, negligence, breach of contract, tort, violation of Law, matter or cause occurring or arising prior to or on the Closing Date which any of the Buyer, Buyer Parent or Buyer Related Parties has had, now has, or may have in the future against the Buyer Released Parties, whether known or unknown, except only the Buyer Excluded Claims. "**Seller Excluded Claims**" means any Seller Released Claims by any Seller or Seller Related Party (i) arising under his, her or its rights under this Agreement and any Transaction Documents; (ii) indemnification or advancement obligations of the Company or one of its Subsidiaries in such Person's capacity as an officer or director with respect to any period ending on or prior to the Closing Date, but only to the extent that such obligations do not arise out of a matter for which Sellers have an indemnity obligation pursuant to Article IX, (iii) with respect to rights under any insurance policy and (iv) any salary, bonuses, and expenses that have accrued prior to the Closing Date but not been paid by the Company. "**Buyer Excluded Claims**"

means any Buyer Released Claims by any Buyer or Buyer Related Party (i) arising under his, her or its rights under this Agreement and any Transaction Documents; and (ii) with respect to rights under any insurance policy. Cooperation with Required Securities Law Filings. After the Closing, Sellers shall cooperate with Buyer Parent to provide any information, books and records, financial records or any other documentation or information reasonably requested by Buyer Parent in connection with any required Securities Law filings to be made by Buyer Parent as a result of the Transactions.

6.10 [REDACTED] Employment Agreement and Restricted Stock Award

. Buyer shall use reasonable efforts to cause the Company to enter into an employment agreement with [REDACTED] as of or promptly following the Closing, and, in connection therewith, make a restricted share award to [REDACTED]

ARTICLE VII.
CONDITIONS PRECEDENT TO THE CLOSING

7.1 Conditions Precedent to Each Party's Obligations. The respective obligations of each Party to consummate the Transactions shall be subject to the satisfaction, at or prior to the Closing, of all of the following conditions:

(a) No Legal Prohibition. No Law or order shall be enacted, promulgated, entered, issued or enforced by any Governmental Authority that reasonably could have the effect of making the Transactions illegal or otherwise restrain or prohibit the consummation of the Transactions.

(b) No Restraints. No temporary restraining order, preliminary or permanent injunction or other order preventing the consummation of the Transactions shall have been issued by any Governmental Authority and shall remain in effect.

(c) Regulatory Approvals. Buyer Parent shall have obtained approval from any Governmental Authority, as well as the Canadian Securities Exchange, required to consummate the Transactions.

7.2 Conditions Precedent to Obligations of Buyer and the Buyer Parent. The obligations of Buyer and the Buyer Parent to consummate the Transactions shall 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 Buyer:

(a) Accuracy of Representations. The representations of the Company and the Sellers in Article III and each Seller in Article IV shall be true and correct as of the Closing with the same force and effect as though made at and as of the Closing Date (other than such representations as are made as of another date, which shall have been true and correct as of such other date).

(b) Performance of Covenants. Each Seller and the Company shall have performed and complied with, in all material respects, all covenants and agreements required

by this Agreement to be performed or complied with by them at or prior to the Closing.

(c) Approvals. The Sellers and the Company shall have obtained all approvals from any Governmental Authority and the Canadian Securities Exchange and any Consents which are required to consummate the Transactions.

(d) Tax Election. Sellers shall amend the Company's current company agreement (in a form reasonably acceptable to Buyer) to (a) authorize an election under Section 754 of the Code as contemplated by Section 6.7(f) of this Agreement and (b) appoint a "partnership representative" under Section 6223(a) of the Code and authorized such "partnership representative" and the Company to comply with the last sentence of Section 6.7(c) of this Agreement in a form reasonably acceptable to Buyer.

(e) Deliveries. The Sellers shall have delivered or be prepared to deliver to Buyer:

(i) a certificate signed by an officer of the Company, dated the Closing Date, certifying that the conditions specified in Sections 7.2(a), 7.2(b) and 7.2(f) have been fulfilled;

(ii) a good standing certificate of recent date with respect to the Company certified by the State of Texas and each other jurisdiction in which the Company is qualified to do business;

(iii) a certificate executed by the Secretary of the Company attaching and certifying as to the true and correct copies of (A) the Company Organizational Documents, (B) the resolutions of the managers of the Company approving and adopting this Agreement and the Transactions; (C) the resolutions of the members of the Company approving and adopting this Agreement and the Transactions and (D) the names of the officers of the Company authorized to sign this Agreement and the other Transaction Documents, together with the true signatures of such officers;

(iv) duly executed assignment instruments from each Seller effecting the transfer of the Contributed Membership Interests and Purchased Membership Interests;

(v) evidence of the release of any Liens (other than Permitted Liens) that had been imposed on any assets of the Company;

(vi) to the extent requested by Buyer Parent, a duly executed resignation from each manager and officer of the Company;

(vii) an IRS Form W-9 completed and signed by each Seller. If the Buyer does not receive such IRS Forms W-9 on or before the Closing, the Buyer shall be permitted to withhold from the payments to the Sellers, as applicable, any required withholding under Sections 1445 and 1446(f) of the Code; and

(viii) duly executed copies of the Service Agreements.

(f) No Material Adverse Effect. There shall not have occurred a Company Material Adverse Effect as of the date of this Agreement.

(g) Cash in Business. The Company shall have at least $500,000 cash (**"Closing Cash"**).

(h) Working Capital. The Company shall have Net Working Capital of at least $350,000 (the **"Operating Amount"**). At least two (2) Business Days prior to the Closing Date, the Company will complete a calculation to determine Net Working Capital as of the Closing Date. Any cash in excess of the Closing Cash and any accounts receivable not required to satisfy the Operating Amount shall be distributed by the Company to Sellers exactly one (1) Business Day prior to the Closing Date (the **"Pre-Closing Adjustment"**). Current liabilities shall be less than or equal to $150,000. The Sellers also expect to leave at least $1,200,000, but there shall be no less than $1,000,000, in completed, but unbilled accounts receivables in the Company at closing (**"Unbilled Receivables"**). Any billings which occur between the date hereof and the Closing shall be made in accordance with past practice.

For purposes of this Agreement, **"Net Working Capital"** means the sum of the line items for cash and accounts receivable (but not including Unbilled Receivables) minus the sum of the line items for current liabilities. Within 60 days following the Closing, Buyer and Buyer Parent will prepare and deliver to Sellers a good faith calculation of the Net Working Capital and Closing Cash as of the Closing Date (the **"Post-Closing Calculation"**) and the supporting financial statements. The Net Working Capital and Post-Closing Calculation shall be computed consistent with the past practices of the Company with respect to its financial statements and shall not take into account any post-Closing Date adjustments, accounting changes, or financial changes made by Buyer, including the Company's transition to IFRS. The Sellers will have twenty (20) days to review the Post-Closing Calculation and to raise any objections to the amount and/or its calculation with specificity (the **"Objection Notice"**). If not disputed by Sellers within twenty (20) days of receipt of the Post-Closing Calculation, the Post-Closing Calculation will be final and binding on the parties. If Sellers provide an Objection Notice, the dispute shall be resolved using the process outlined in Section 2.4(e). If the Post-Closing Calculation reflects that the Company's Net Working Capital was greater than the Operating Amount, Buyer shall pay the difference to Sellers in cash via wire transfer or as otherwise agreed by Buyer, Buyer Parent, and Sellers based on Seller's Pro-Rata Percentage on or before the later of (1) ninety (90) days after the Closing Date; or (2) two (2) Business Days after resolution by the Accounting Firm. If the Post-Closing Calculation reflects that the Company's Net Working Capital was less than the Operating Amount, such amount shall reduce the payments due under Section 2.3(a)(i) until fully repaid to Buyer.

(i) Pre-Closing Accounts Receivables. Subject to the conditions set forth in Section 7.2(h) above, Sellers shall be distributed certain accounts receivables for services performed prior to Closing that have been billed by the Company prior to Closing (**"Billed Accounts Receivables"**). The Company shall retain all post-Closing Date accounts receivables, including the Unbilled Receivables. Buyer and Sellers agree that for a period of 12 months after Closing, the Company and Buyer shall, on

Sellers' behalf, and at no charge to Sellers, accept any payment with respect to the Billed Accounts Receivables. All collected Billed Accounts Receivables shall be delivered to Sellers on the applicable payment date for, and in addition to, the Cash Consideration payments under Section 2.3, if not sooner as may be agreed between the parties.

7.3 Conditions Precedent to Obligations of the Sellers and the Company. The obligations of the Sellers and the Company to consummate the Transactions shall be subject to the satisfaction, at or prior to the Closing, of all the following conditions, any one or more of which may be waived in writing by the Sellers:

(a) Accuracy of Representations. The representations of Buyer and the Buyer Parent contained in Article V shall be true and correct as of the Closing with the same force and effect as if made at and as of the Closing Date (other than such representations as are made as of another date, which shall have been true and correct as of such other date).

(b) Performance of Covenants. Buyer shall have performed and complied with, in all material respects, all covenants and agreements required by this Agreement to be performed or complied with by Buyer on or prior to the Closing.

(c) Deliveries. The Buyer and Buyer Parent shall have delivered or be prepared to deliver to the Company and the Sellers:

(i) share certificates evidencing the Equity Consideration;

(ii) duly executed copies of the Service Agreements;

(iii) a certificate signed by an officer of the Buyer and the Buyer Parent, dated the Closing Date, certifying that the conditions specified in Sections 7.3(a) and 7.3(b) have been fulfilled;

(iv) a good standing certificate of recent date with respect to each of USCo2 and the Buyer certified by the State of Delaware;

(v) a good standing certificate of recent date (within thirty days of Closing) with respect to the Buyer Parent certified by the British Columbia Registrar of Companies;

(vi) a certificate executed by the Secretary of USCo2 attaching and certifying as to the true and correct copies of (A) the organizational documents of USCo2, and (B) the resolutions of the directors of USCo2 approving and adopting this Agreement and the Transactions;

(vii) a certificate executed by the Secretary of the Buyer attaching and certifying as to the true and correct copies of the resolutions of the directors of the Buyer approving and adopting this Agreement and the Transactions; and

(viii) a certificate executed by the Secretary of the Buyer Parent attaching and certifying as to the true and correct copies of (A) the organizational documents of Buyer Parent, and (B) the resolutions of the directors of the Buyer Parent approving and adopting this Agreement and the Transactions.

ARTICLE VIII.
TERMINATION

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

(a) by the mutual written consent of Buyer, Sellers and the Company;

(b) by Buyer by written notice to Sellers and the Company, if any of the representations or warranties of Sellers and the Company set forth in Article III and Article IV will not be true and correct, or if Sellers or the Company has failed to perform any covenant or agreement on the part of Sellers or the Company set forth in this Agreement (including an obligation to consummate the Closing), such that the conditions to the Closing set forth in either Section 7.2(a) or Section 7.2(b) would not be satisfied at or prior to the Outside Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failure to perform any covenant or agreement, as applicable, are not cured (if capable of being cured) within 30 days after written notice thereof is delivered to Seller and the Company;

(c) by Sellers and the Company by written notice to Buyer, if any of the representations or warranties set forth in Article V will not be true and correct, or if USCo2, Buyer or Buyer Parent has failed to perform any covenant or agreement on the part of USCo2, Buyer or Buyer Parent set forth in this Agreement (including an obligation to consummate the Closing), such that the conditions to the Closing set forth in either Section 7.3(a) or Section 7.3(b) would not be satisfied at or prior to the Outside Date and the breach or breaches causing such representations or warranties not to be true and correct, or the failures to perform any covenant or agreement, as applicable, are not cured (if capable of being cured) within 30 days after written notice thereof is delivered to Buyer; and

(d) by Buyer or Sellers and the Company by written notice to Sellers and the Company or Buyer, as applicable, if the Closing has not occurred on or prior to July 31, 2021 (such date, the "**Outside Date**") and the Party seeking to terminate this Agreement pursuant to this Section 8.1(d) will not have breached in any material respect its obligations under this Agreement in any manner that will have proximately caused the failure to consummate the transactions contemplated by this Agreement on or prior to the Outside Date.

8.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 8.1, all obligations of the Parties hereunder (other than this Section 8.2, Section 1.1, and Article X hereof, which will survive the termination of this Agreement) will terminate without any liability of any Party to any other Party; provided that no termination will

relieve a Party from any liability arising from or relating to any willful and material breach of a representation or a covenant by such Party prior to termination.

ARTICLE IX.
INDEMNIFICATION

9.1 Survival. All of the representations, warranties, covenants and agreements contained in this Agreement shall be deemed to have been relied upon by the party or parties to whom they were made, and shall survive the execution and delivery of this Agreement and the consummation of the Transactions, provided, that:

(a) all representations and warranties contained in this Agreement other than Fundamental Representations shall continue in full force and effect until 11:59 p.m. Pacific Time on the date that is 24 months after the Closing Date; provided that, from 12 months after the Closing Date through 24 months after the Closing Date, the Buyer Indemnified Parties shall only recover Losses from the Seller Indemnified Parties by an offset against any cash or equity payments made pursuant to Sections 2.3 and 2.4;

(b) the representations and warranties set forth in Section 3.1 (Organization), Section 3.2 (Authorization), Section 3.5 (Capitalization; Allocation of Consideration), Section 3.6 (Brokers' Fees) and Section 3.13 (Tax Matters), Section 4.1 (Company Shares), and Section 4.2 (Authorization), paragraph (a) of Section 5.1 (Incorporation; Organization), Section 5.2 (Authorization of Transactions)Section 5.4 (Capitalization of USCo2 and Buyer), Section 5.5 (Capitalization of the Buyer Parent)), and Section 5.9 (Brokers' Fees) (collectively, the "**Fundamental Representations**") shall continue in full force and effect until the date that is sixty (60) days following the expiration of the statute of limitations applicable to any claim arising under any such representation or warranty (after giving effect to any extensions or waivers thereof);

(c) the indemnified matters set forth in Sections 9.2(a)(iii) and (iv) and Section 9.2(b)(iii) shall continue in full force and effect until the date that is sixty (60) days following the expiration of the statute of limitations applicable to any claim arising under any such indemnified matter (after giving effect to any extensions or waivers thereof);

(d) the indemnified matters set forth in Sections 9.2(c)(iii) and (iv)) shall continue in full force and effect until the date that is sixty (60) days following the expiration of the statute of limitations applicable to any claim arising under any such indemnified matter (after giving effect to any extensions or waivers thereof); and

(e) each of the covenants and agreements set forth in this Agreement shall survive the Closing in accordance with their respective terms or if no such term is expressly contemplated, the date which is sixty (60) days following the expiration of the statute of limitations applicable to any claim arising under any such covenant or agreements (after giving effect to any extensions or waivers thereof).

Notwithstanding the foregoing clauses (a) through (e), if a notice shall have been timely given under Section 9.4 or Section 9.5 (as applicable) on or prior to the applicable termination date set forth in Section 9.1(a) through (e), then any representation or warranty that would otherwise terminate in accordance with the foregoing clauses (a) through (e) shall instead survive and continue in full force and effect solely with respect to and until the related claim for indemnification has been satisfied or otherwise resolved as provided in this Article IX.

Notwithstanding anything to the contrary set forth herein, the obligations of the Sellers to indemnify and hold harmless Buyer for any claim based on Fraud shall not terminate.

9.2 Indemnification.

(a) Each Seller shall, on a several basis, indemnify and hold harmless Buyer, the Buyer Parent and the Company and each of their respective Affiliates, and each of the officers, directors, shareholders, employees, agents and representatives of the foregoing, and any Person claiming by or through any of them, but excluding the Sellers (each, a "**Buyer Indemnified Party**"), against and in respect of any and all claims, costs, expenses, damages, liabilities, losses or deficiencies (including reasonable attorneys' fees, costs of investigation, defense and settlement and other costs and expenses incident to any suit, action or proceeding, but not including punitive or exemplary damages other than as awarded in a final judgment in a Third Party Claim) (collectively, "**Losses**") arising out of or resulting from the following:

(i) any inaccuracy in any representation or the breach of any representation or warranty made by the Company in Article III or in any certificate delivered pursuant hereto;

(ii) the breach by the Company of any covenant or agreement to be performed by it hereunder;

(iii) any Indemnified Tax (without duplication of Section 6.6);

(iv) the SBA Loan;and/or

(v) any claim of Fraud against the Party who committed such Fraud.

(b) Each Seller shall, on a several and not joint basis, indemnify and hold harmless the Buyer Indemnified Parties, against and in respect of any and all Losses arising out of or resulting from:

(i) any inaccuracy in any representation or the breach of any warranty made by such Seller in Article IV or in any certificate delivered pursuant hereto;

(ii) the breach by such Seller of any covenant or agreement to be performed by it hereunder; and

(iii) any claim of Fraud against the Seller who committed such Fraud.

(c) From and after the Closing, Buyer, USCo2 and Buyer Parent shall indemnify, defend and hold each Seller (each, a "**Seller Indemnified Party**") harmless from any Losses suffered or incurred directly or indirectly as a result of or arising from or relating to:

(i) any inaccuracy in any representation or the breach of any representation or warranty made by the Buyer, USCo2, or Buyer Parent in Article V or in any certificate delivered pursuant hereto;

(ii) the breach by the Buyer, USCo2, or Buyer Parent of any covenant or agreement to be performed by it hereunder;

(iii) any claim of Fraud against the Buyer, USCo2 or Buyer Parent Party who committed such Fraud; or

(iv) the operation of the Company after the Closing Date; provided that none of Buyer, USCo2 and Buyer Parent shall be required to indemnify any Seller Indemnified Party for any such Losses which are reasonably attributable, directly or indirectly, to any action or inaction of any Seller prior to Closing.

9.3 Limitations on Indemnification.

(a) The Sellers shall not be required to indemnify the Buyer Indemnified Parties pursuant to, and shall not have any liability under, Section 9.2(a)(i) until the aggregate amount of all Losses for which the Sellers would, but for this Section 9.3(a), be liable under such Sections 9.2(a)(i) exceeds on a cumulative basis an amount equal to $350,000 (the "**Threshold Amount**"), in which case, the Sellers shall be required to indemnify the Buyer Indemnified Parties for the Threshold Amount and all such Losses incurred in the aggregate by the Buyer Indemnified Parties in excess of the Threshold Amount; provided, however, that the Sellers shall be required to indemnify the Buyer Indemnified Parties in full for any and all Losses related to any inaccuracy or breach of any Fundamental Representation, any Losses arising under Section 9.2(a)(iv) and for any and all Losses for Fraud, in each case without regard to the Threshold Amount.

(b) The Sellers' maximum liability for all Losses as to any claims for indemnification pursuant to Section 9.2(a)(i) shall be limited to $5,790,000; provided, however, that Losses arising out of any inaccuracy in or breach of any Fundamental Representation or arising from a claim based on Section 9.2(a)(iv) or Fraud shall not be subject to such limitation.

(c) The aggregate liability of each Seller pursuant to this Article IX shall not exceed the portion of the Purchase Price actually paid or payable to such Seller; provided, however, that Losses arising from a claim based on Fraud shall not be subject to such limitation.

(d) For purposes of determining the amount of Losses arising from a breach of or inaccuracy in any representation, warranty, covenant or obligation of the Company

or the Sellers in this Agreement, the words "material" or "Company Material Adverse Effect" (or, in each case, any similar concept) set forth in such representation, warranty, covenant or obligation shall be disregarded.

9.4 Procedures for Third-Party Claims. In the case of any claim for indemnification arising from a claim of a third party (a "**Third-Party Claim**"), a Party seeking indemnification ("**Indemnified Party**") shall give prompt written notice to the Party from whom indemnification is sought ("**Indemnifying Party**") of any claim or demand for which such Indemnified Party has knowledge and as to which it may request indemnification hereunder (provided that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless, and then solely to the extent, the Indemnifying Party is prejudiced thereby). Except as otherwise provided herein, the Indemnifying Party shall have the right to defend and to direct the defense against any such Third-Party Claim, in its name or in the name of the Indemnified Party, as the case may be, at the expense of the Indemnifying Party, and with counsel selected by the Indemnifying Party; provided, however, the Indemnifying Party shall not be entitled to assume the defense or control of a Third-Party Claim and shall pay the fees and expenses of counsel retained by the Indemnified Party if (a) the Indemnifying Party does not acknowledge to the Indemnified Party in writing the obligations of the Indemnifying Party to indemnify the Indemnified Party with respect to all elements of such claim (subject to no limitations and whether or not required under this Agreement), (b) such Third-Party Claim seeks an order, injunction or other equitable relief against the Indemnified Party (c) such Third-Party Claim involves any criminal proceeding, action, indictment, allegation or investigation, or (d) counsel to the Indemnified Party shall have reasonably concluded that (i) there is a conflict of interest between the Indemnified Party and the Indemnifying Party in the conduct of the defense of such Third-Party Claim or (ii) the Indemnified Party has one or more defenses not available to the Indemnifying Party; provided, further, in the event any Third-Party Claim is brought or asserted which, if adversely determined, would not entitle the Indemnified Party to full indemnity pursuant to this Article IX, for any reason, the Indemnified Party may elect to participate in a joint defense of such Third-Party Claim at its own expense. The Indemnified Party shall have the right to participate in the defense of any Third-Party Claim with counsel employed at its own expense; provided, however, that, in the case of any Third-Party Claim described in clause (a), (b), (c) or (d) above or as to which the Indemnifying Party shall not in fact have employed counsel to assume the defense of such Third-Party Claim, the reasonable fees and disbursements of such counsel shall be at the expense of the Indemnifying Party. No compromise or settlement of any Third-Party Claim may be effected by the Indemnifying Party without the Indemnified Party's consent (which shall not be unreasonably withheld, conditioned or delayed) unless (x) there is no finding or admission of any fault or violation of Law and no effect on any other claims that may be made against such Indemnified Party or its Affiliates and (y) each Indemnified Party that is party to such Third-Party Claim is fully and unconditionally released from liability or obligation with respect to such claim.

9.5 Procedures for Intra-Party Claims. In the event that a Indemnified Party determines that it has a claim for Losses against the Indemnifying Party hereunder other than as a result of a Third-Party Claim, the Indemnified Party shall give reasonably prompt written notice

thereof to the Indemnifying Party, specifying the amount of such claim (to the extent then reasonably determinable by the Indemnified Party) and the basis of such claim in reasonable detail (provided that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless, and then solely to the extent, the Indemnifying Party is prejudiced thereby). The Indemnified Party shall provide the Indemnifying Party upon advance written notice by the Indemnifying Party, with reasonable access within normal business hours to its books and records for the purpose of allowing the Indemnifying Party a reasonable opportunity to verify any such claim for Losses. The Indemnifying Party shall notify the Indemnified Party within thirty (30) days following its receipt of such notice if the Indemnifying Party disputes the Indemnifying Party's liability to the Indemnified Party under this Article IX. If the Indemnifying Party does not so notify the Indemnified Party, the claim specified by the Indemnified Party in such notice shall be conclusively deemed to be a liability of the Indemnifying Party under this Article IX, and the Indemnifying Party shall pay the amount of such liability (in accordance with Section 9.6) to the Indemnified Party on demand or, in the case of any notice in which the amount of the claim (or any portion of the claim) is estimated, on such later date when the amount of such claim (or such portion of such claim) is finally determined by the Indemnified Party. If the Indemnifying Party has timely disputed its liability with respect to such claim as provided above, the Indemnifying Party and the Indemnified Party shall negotiate in good faith to resolve such dispute. If such dispute remains unresolved as of the fifteenth (15th) day after timely delivery by the Indemnifying Party of the notice that it disputes its liability with respect to such claim, the Indemnified Party and Indemnifying Party shall have the right to seek any and all available remedies in respect thereof.

9.6 Payments. Promptly following the final determination of the amount of any Losses payable to a Indemnified Party pursuant to this Article IX, but in any event within ten (10) Business Days thereafter, each Seller shall pay the portion of such Losses for which such Seller is obligated to indemnify or reimburse such Indemnified Party pursuant to this Article IX by wire transfer of immediately available funds to an account designated by such Indemnified Party, subject to Section 9.7 below.

9.7 Offsets. From and after the Closing, in order to satisfy any indemnification obligation for Losses payable to the Buyer Indemnified Parties under Section 9.2, the Buyer Indemnified Parties shall be permitted, but not required, to accept payment by way of (i) offset against any cash consideration to be paid to Sellers pursuant to this Agreement, or (ii) delivery for cancellation of, or offset against, any Equity Consideration, Milestone Equity Consideration or Parent Exchange Shares delivered or required to be delivered to Sellers pursuant to this Agreement or pursuant to the exchange rights of the USCo2 Class B Shares, in each case, based on the Parent Share Value or the USCo2 Share Value, as applicable.

9.8 Treatment of Indemnification Claims. All indemnification payments made under this Agreement shall be treated by all parties as an adjustment to the Purchase Price, including for Tax purposes unless otherwise required by applicable Law.

9.9 Calculation of Losses.

(a) For purposes of any claim by Buyer or Buyer Parent, Losses shall include any and all Losses suffered by USCo2, regardless of whether Buyer or Buyer Parent directly or indirectly owns less than 100% of USCo2.

(b) The Sellers hereby agree that if, following the Closing, any claim is made against any Seller by a Buyer Indemnified Party pursuant to Article VI or this Article IX in respect of any Loss (a **"Loss Payment"**), no Seller (nor any of their respective Affiliates, successors and assigns) shall have any rights against Buyer or the Company, by reason of contribution or subrogation in respect of any such Loss Payment.

(c) One or more of the Buyer Indemnified Parties may not recover for the same Losses attributable to the same matters subject to indemnification by the Sellers more than once, including duplicate Losses created by Section 9.9(a) above.

(d) For purposes of clarity, Subsection 9.9(b) does not prohibit Sellers from seeking indemnification under Section 9.2(c) for items that Buyer and Buyer Parent have agreed to indemnify the Sellers against.

9.10 Exclusion of Other Remedies; No Circular Recovery. This Article IX constitutes the sole and exclusive remedy from and after the Closing for recovery of Losses arising out of or relating to this Agreement and the Transactions, except (i) with respect to Fraud and (ii) nothing herein shall restrict the ability of any Party to seek specific performance or injunctive relief, against any other Party in respect of a breach by such Party of the covenants set forth in this Agreement. Notwithstanding anything to the contrary in this Agreement, the governing documents of the Company, or any other Contract, a Seller shall not be entitled to be indemnified by, advanced expenses by or otherwise recover any amount from the Company or Buyer if such amount would constitute Losses for which such Seller is liable to a Buyer Indemnified Party under this Article IX.

ARTICLE X.
MISCELLANEOUS

10.1 Notices, Consents, Etc. All notices, requests, demands or other communications that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given: (a) on the date of delivery, if personally delivered by hand, (b) upon the third (3rd) Business Day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, (c) upon the date scheduled for delivery after such notice is sent by a nationally recognized overnight express courier if the delivery date is a Business Day or otherwise the next Business Day, or (d) if sent by email, as of the date of delivery if delivered before 5:00 p.m. Pacific Time on any Business Day or the next succeeding Business Day if confirmed delivery is after 5:00 p.m. Central Time on any Business Day or during any non-Business Day, provided however that a delivery receipt is used:

(a) if to USCo2, Buyer or the Buyer Parent:

Maitri Health Technologies Corp.
907 – 1030 West Georgia Street
Vancouver, British Columbia V6E 2Y3
Canada
Attn: Marlis Yassin
Email: marlis@maitrihealth.ca

with a copy to (which shall not constitute notice to the Company):

Dorsey & Whitney LLP
701 Fifth Avenue, Suite 6100
Seattle, WA 98104
Attn: Christopher Doerksen
Email: Doerksen.Christopher@dorsey.com

with a copy to (which shall not constitute notice to the Company):

Cassels Brock & Blackwell LLP
Suite 2200, HSBC Building,
885 West Georgia Street
Vancouver, BC V6C 3E8
Attn: Sam Cole
Email: scole@cassels.com

(b) if to the Sellers to:

Uloo Partners LLC
1920 McKinney Avenue, 8th Floor
Dallas, TX 75201Attn: Abbas Khan
Email: akhan06830@gmail.com

And to:

CPL Investments, LLC
1920 McKinney Avenue, 8th Floor

Dallas, TX 75201
Attn: Cole Lysaught
Email: colelysaught@gmail.com

With a copy to:

Vela Wood PC
307 E Mockingbird Ln Unit 802
Dallas, TX 75206
Attn: Kevin Vela
Email: kvela@velawoodlaw.com

10.2 Severability. The unenforceability, illegality or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision.

10.3 Assignment; Successors. Neither this Agreement, nor any rights, obligations or interests hereunder, may be assigned by any Party hereto except with the prior written consent of the other Parties hereto, provided, however, that USCo2, Buyer Parent, Buyer or the Company may assign its rights under this Agreement for collateral security purposes only to any lender providing financing to Buyer Parent, Buyer, USCo2 or the Company. Subject to the preceding sentence, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

10.4 Counterparts; Facsimile Signatures. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature, DocuSign, or other electronic transmission.

10.5 Expenses. All costs and expenses (including fees and disbursements of counsel, financial advisors and accountants) incurred or to be incurred through the Closing in negotiating and preparing this Agreement and in closing and carrying out the Transactions shall be paid by the Party incurring such costs and expenses; provided, that the Sellers shall bear the Company's Transaction costs through the Closing.

10.6 Governing Law. This Agreement shall be construed and governed in accordance with the Laws of the State of Delaware, without regard to any Laws regarding conflicts of Law that would require the application of the Laws of any other jurisdiction.

10.7 Currency. All references in this Agreement to $ or dollars will be deemed to refer to United States Dollars, unless otherwise specified.

10.8 Entire Agreement. This Agreement and the Ancillary Agreements, together with all schedules and exhibits hereto and thereto (including the Disclosure Schedules), all of which shall be deemed incorporated in this Agreement and made a part hereof, set forth the entire understanding of the Parties with respect to the Transaction, supersede all prior discussions, understandings, agreements and representations and shall not be modified or affected by any offer, proposal, statement or representation, oral or written, made by or for any Party in connection with the negotiation of the terms hereof.

10.9 Third Parties. Except for Buyer Indemnified Parties, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any Person, other than the Parties to this Agreement, any rights or remedies under or by reason of this Agreement, except for any lenders providing financing to Buyer Parent, Buyer, USCo2, the Company or any of their respective Subsidiaries or Affiliates, which shall remain express third-party beneficiaries of and shall be entitled to enforce the provisions of Sections 10.3 and 10.15.

10.10 Disclosure Generally. All Disclosure Schedules attached hereto are incorporated herein and expressly made a part of this Agreement as though completely set forth herein. All references to this Agreement contained herein shall be deemed to refer to this entire Agreement, including all Disclosure Schedules; provided, however, that information

furnished in any particular Schedule shall be deemed to be included in another Schedule if it is reasonably apparent on the face of such information as having application to such other Schedule notwithstanding the absence of a cross-reference contained therein. Inclusion of any item in the Disclosure Schedules shall not be deemed an admission that any item is material, nor shall it be deemed an admission of any obligation or liability to any party.

10.11 Interpretive Matters. Unless the context otherwise requires, (a) all references to articles, sections or schedules are to Articles, Sections or Schedules in this Agreement; (b) each accounting term not otherwise defined in this Agreement has the meaning assigned for it in accordance with GAAP; (c) words in the singular or plural include the singular and plural, and pronouns stated in either the masculine, feminine or neuter gender shall include the masculine, feminine and neuter; and (d) the term "including" means by way of example and not by way of limitation. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

10.12 Submission to Jurisdiction. Any legal suit, action or proceeding arising out of or based upon this agreement, the other transaction documents or the transactions contemplated hereby or thereby shall properly and exclusively lie in the Court of Chancery of the State of Delaware, and any state appellate court therefrom within the State of Delaware (or, if the Court of Chancery of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court within the State of Delaware), and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The Parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing in this Section 10.12, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law. Each Party agrees that a final judgment in any action so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by Law.

10.13 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE

EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.13.

10.14 Public Announcements. The Parties shall not issue or cause the publication of any press release or other public announcement with respect to this Agreement or the Transactions, provided that the Buyer and Buyer Parent may issue or cause the publication of such a press release or other public announcement with the prior consent of the Sellers, such consent not to be unreasonably withheld or delayed; provided further, however, that nothing herein shall prohibit any Party from issuing or causing publication of any such press release or public announcement to the extent that such Party determines upon reasonable advice of legal counsel such action to be required by Law, applicable regulation or stock market rule, in which case the Party making such determination shall, if practicable in the circumstances, use its reasonable best efforts to allow the other Parties reasonable time to comment on such release or announcement in advance of its issuance.

10.15 Amendment. This Agreement may not be amended, restated, supplemented or otherwise modified except by an instrument in writing signed by the Parties.

10.16 Specific Performance. The Parties acknowledge that irreparable damage would occur in the event of a breach of this Agreement or any other agreement, document, instrument or certificate contemplated hereby, by any such Person, money damages may be inadequate and the non-breaching Party may have no adequate remedy at law. Accordingly, each of the Parties hereto agrees that the other Parties shall have the right, in addition to any other rights and remedies existing in such Party's favor, to enforce such Party's rights and each other Party's obligations hereunder not only by an action or actions for damages but also by an action or actions for specific performance, injunctive or other equitable relief. If any such action is brought by a Party to enforce this Agreement or any other agreement, document, instrument or certificate contemplated hereby, each of the other Parties hereto hereby waives the defense that there is an adequate remedy at law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

BUYER:

BLOOM HEALTH HOLDINGS CORP.

By: ______________________
Name: Andrew Morton
Title: President

BUYER PARENT:

MAITRI HEALTH TECHNOLOGIES CORP.

By: ______________________
Name: Andrew Morton
Title: CEO

USCO2:

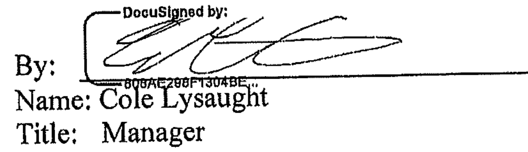
BLOOM HEALTH CAPITAL CORP.

By: ______________________
Name: Andrew Morton
Title: President

DocuSign Envelope ID: 2FD4253F-DA1A-451C-98E1-234F892B87B7

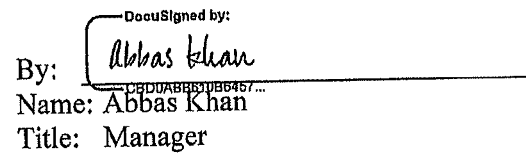
SELLERS:

CPL INVESTMENTS, LLC



By:
Name: Cole Lysaught
Title: Manager

ULOO PARTNERS, LLC

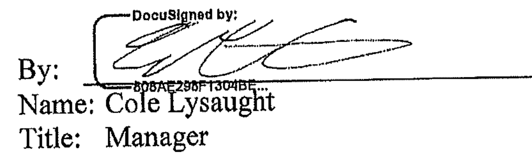


By:
Name: Abbas Khan
Title: Manager

COMPANY:

ROUND HILL HEALTH PARTNERS, LLC

By: CPL Investments, LLC, its Manager



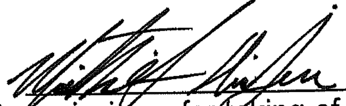
By:
Name: Cole Lysaught
Title: Manager

EXHIBIT A
SERVICE AGREEMENT TERMS

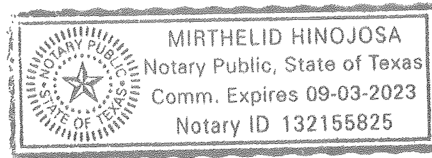
	Abbas Khan	**Cole Lysaught**
Title	Chief Marketing Officer	Strategic Advisor
Description of services	Provide advice and consulting services to the Company's board of directors and senior management, utilizing the Consultant's expertise, and to serve in the capacity of Chief Marketing Officer of Buyer Parent.	Provide advice and consulting services to the Company's board of directors and senior management, utilizing the Consultant's expertise.
Time commitment	Full time	To be determined
Base compensation	US$130,000/annum, US$5,000 bi-weekly (consistent with current earnings) Paid from Company operations	US$130,000/annum, US$5,000 bi-weekly (consistent with current earnings) Paid from Company operations
Bonus	Discretion of the board	Discretion of the board
Eligibility for equity compensation	Eligible	Eligible
Termination by consultant	The Consultant may terminate at any time by giving the Company thirty (30) days notice prior to the Termination Date, in which case the Consultant shall be entitled to all amounts due and owing up to the Termination Date.	The Consultant may terminate at any time by giving the Company thirty (30) days notice prior to the Termination Date, in which case the Consultant shall be entitled to all amounts due and owing up to the Termination Date.
Severance: termination for cause	The Company may terminate for Cause by giving the Consultant written notice of termination. In the event of termination by the Company for Cause, the Consultant shall not be entitled to any payments or benefits, other than amounts due and owing up to the Termination Date.	The Company may terminate for Cause by giving the Consultant written notice of termination. In the event of termination by the Company for Cause, the Consultant shall not be entitled to any payments or benefits, other than amounts due and owing up to the Termination Date.
Severance: termination other than for cause	The Company may terminate this Agreement at any time for reasons other than Cause. If the Company terminates other than for Cause, the Company shall provide the Consultant with working notice, payment in lieu of	The Company may terminate this Agreement at any time for reasons other than Cause. If the Company terminates other than for Cause, the Company shall provide the Consultant with working notice, payment in lieu of

	working notice or a combination of the two equal to the total of the base compensation in the six (6) months preceding termination, which amount is payable within thirty (30) days of the Termination Date.	working notice or a combination of the two equal to the total of the base compensation in the six (6) months preceding termination, which amount is payable within thirty (30) days of the Termination Date.

This is Exhibit "B" to the Affidavit #1 of
Cole Lysaught affirmed December 8, 2022
before me at the City of Dallas.



A Commissioner for taking of oaths.



BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard Street
Victoria BC
1 877 526-1526

BC Company Summary

For

BLOOM HEALTH PARTNERS INC.

Date and Time of Search: **November 21, 2022 02:05 PM Pacific Time**

Currency Date: August 19, 2022

ACTIVE

Incorporation Number: BC0925853

Name of Company: BLOOM HEALTH PARTNERS INC.

Business Number: 844109702 BC0001

Recognition Date and Time: Incorporated on November 22, 2011 05:11 PM Pacific Time

In Liquidation: No

Last Annual Report Filed: November 22, 2021

Receiver: No

COMPANY NAME INFORMATION

Previous Company Name	Date of Company Name Change
MAITRI HEALTH TECHNOLOGIES CORP.	October 29, 2021
DIZUN INTERNATIONAL ENTERPRISES INC.	November 17, 2020

REGISTERED OFFICE INFORMATION

Mailing Address:
SUITE 2200, HSBC BUILDING
885 WEST GEORGIA STREET
VANCOUVER BC V6C 3E8
CANADA

Delivery Address:
SUITE 2200, HSBC BUILDING
885 WEST GEORGIA STREET
VANCOUVER BC V6C 3E8
CANADA

RECORDS OFFICE INFORMATION

Mailing Address:
SUITE 2200, HSBC BUILDING
885 WEST GEORGIA STREET
VANCOUVER BC V6C 3E8
CANADA

Delivery Address:
SUITE 2200, HSBC BUILDING
885 WEST GEORGIA STREET
VANCOUVER BC V6C 3E8
CANADA

DIRECTOR INFORMATION

Last Name, First Name, Middle Name:
Federer, Jessica

Mailing Address:
100 GARVIES POINT ROAD, #1004
GLEN COVE NY 11542
UNITED STATES

Delivery Address:
1030 WEST GEORGIA STREET, SUITE 907
VANCOUVER BC V6E 2Y3
CANADA

Last Name, First Name, Middle Name:
Garcia, John

Mailing Address:
22914 LINWOOD RIDGE
SAN ANTONIO TX 78255
UNITED STATES

Delivery Address:
22914 LINWOOD RIDGE
SAN ANTONIO TX 78255
UNITED STATES

Last Name, First Name, Middle Name:
Kalia, Nimisha

Mailing Address:
9991 SOUTHPORT LANE
LOVELAND OH 45140
UNITED STATES

Delivery Address:
9991 SOUTHPORT LANE
LOVELAND OH 45140
UNITED STATES

Last Name, First Name, Middle Name:
Morton, Andrew

Mailing Address:
75 CREEKVIEW PLACE
LION'S BAY BC V0N 2E0
CANADA

Delivery Address:
75 CREEKVIEW PLACE
LION'S BAY BC V0N 2E0
CANADA

OFFICER INFORMATION AS AT November 22, 2021

Last Name, First Name, Middle Name:
Morton, Andrew

Office(s) Held: (CEO)

Mailing Address:
75 CREEKVIEW PLACE
LION'S BAY BC V0N 2E0
CANADA

Delivery Address:
75 CREEKVIEW PLACE
LION'S BAY BC V0N 2E0
CANADA

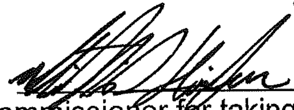
Last Name, First Name, Middle Name:
Yassin, Marlis

Office(s) Held: (CFO, Other Office(s))

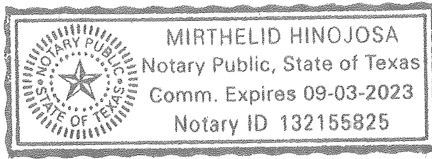
Mailing Address:
907 - 1030 W GEORGIA STREET
VANCOUVER BC V5E 2Y3
CANADA

Delivery Address:
907 - 1030 W GEORGIA STREET
VANCOUVER BC V5E 2Y3
CANADA

This is Exhibit "C" to the Affidavit #1 of
Cole Lysaught affirmed December 8, 2022
before me at the City of Dallas.



A Commissioner for taking of oaths.



AMENDMENT NO. 1 TO PURCHASE AGREEMENT

This Amendment No. 1 to Purchase Agreement dated June 29, 2021 (the "**Amendment**"), by and among Maitri Health Technologies Corp., a British Columbia corporation ("**Buyer Parent**"), Bloom Health Holdings Corp., a Delaware corporation ("**Buyer**" or "**USCo1**"), Bloom Health Capital Corp., a Delaware corporation ("**USCo2**"), CPL Investments, LLC and Uloo Partners LLC (each a "**Seller**" and together, the "**Sellers**"), and Round Hill Health Partners, LLC, a Texas limited liability company (the "**Company**") is made as of July 14, 2021.

BACKGROUND

A. The Buyer Parent, USCo1, USCo2, Sellers, and the Company ("**Parties**") have entered into a Membership Interest and Contribution Agreement, dated as of June 29, 2021 (the "**Existing Agreement**"); and

B. The Parties desire to amend the Existing Agreement to further clarify the duties and obligations of both Parties under the Existing Agreement on the terms and subject to the conditions set forth herein.

THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used and not defined in this Amendment have the respective meanings assigned to them in the Existing Agreement.

2. Amendments to the Existing Agreement. As of the Effective Date (defined below), the Existing Agreement is hereby amended or modified as follows:

   (a) New Section 7.2(j) is hereby added to the Existing Agreement, as follows:

   (j)Notwithstanding any other provision of this Agreement, for purposes of Sections 7.2(g) and 7.2(h), customer retainers deposited with the Company shall be disregarded both as an asset and as a liability..

3. Waiver of Closing Conditions. The Parties desire to close on July 14 2021 and acknowledge that certain Closing Conditions were not completed on the dates specified in advance of the Closing Date. The Parties wish to waive technical compliance with timing requirements for the following items, without any liability on the part of either Party:

   (a) Section 2.2. Closing (requiring three business days to elapse after all conditions to Closing are satisfied)

   (b) Section 7.2(h). Working Capital (requiring the Working Capital Calculation to be presented two (2) Business Days prior to Closing, and the Pre-Closing Adjustment to be fully made at least one (1) Business Day prior to Closing.

4. Date of Effectiveness; Limited Effect. This Amendment will become effective on July 14, 2021 (the "**Effective Date**"). Except as expressly provided in this Amendment, all of the terms and

provisions of the Existing Agreement are and will remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Executed as of the Effective Date by:

BUYER:

BLOOM HEALTH HOLDINGS CORP.

By: ______________________
Name: Andrew Morton
Title: President

BUYER PARENT:

MAITRI HEALTH TECHNOLOGIES CORP.

By: ______________________
Name: Andrew Morton
Title: CEO

USCO2:

BLOOM HEALTH CAPITAL CORP.

By: ______________________
Name: Andrew Morton
Title: President

SELLERS:

CPL INVESTMENTS, LLC

By: ______________________
Name: Cole Lysaught
Title: Manager

ULOO PARTNERS, LLC

By: ______________________
Name: Abbas Khan
Title: Manager

DocuSign Envelope ID: EE7CC7B7-8173-4E0A-8458-AA6840CDDFD7

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

Executed as of the Effective Date by:

BUYER:

BLOOM HEALTH HOLDINGS CORP.

By: ______________________
Name: Andrew Morton
Title: President

BUYER PARENT:

MAITRI HEALTH TECHNOLOGIES CORP.

By: ______________________
Name: Andrew Morton
Title: CEO

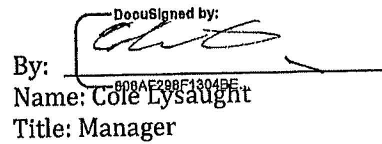
USCO2:

BLOOM HEALTH CAPITAL CORP.

By: ______________________
Name: Andrew Morton
Title: President

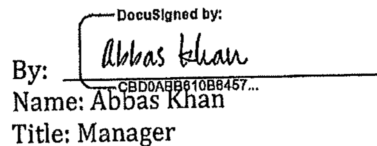
SELLERS:

CPL INVESTMENTS, LLC

By: 

Name: Cole Lysaught
Title: Manager

ULOO PARTNERS, LLC

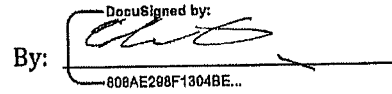
By: 

Name: Abbas Khan
Title: Manager

DocuSign Envelope ID: EE7CC7B7-8173-4E0A-8458-AA6840CDDFD7

COMPANY:

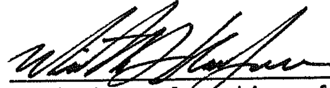
ROUND HILL HEALTH PARTNERS, LLC

By: 

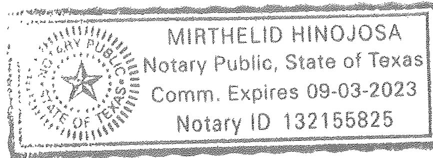
Name: Cole Lysaught

Title: Cole Lysaught

This is Exhibit "D" to the Affidavit #1 of Cole Lysaught affirmed December 8, 2022 before me at the City of Dallas.



A Commissioner for taking of oaths.



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SECOND AMENDMENT AND WAIVER

This amendment and waiver (this "Waiver"), dated as of March 15, 2022, is made by and among Bloom Health Partners Inc., a British Columbia corporation (formerly named Maitri Health Technologies Corp.) ("Buyer Parent"), Bloom Health Capital Corp., a Delaware corporation ("USCo1"), Bloom Health Holdings Corp., a Delaware corporation ("USCo2"), Round Hill Health Partners, LLC, a Texas limited liability company (the "Company") and CPL Investments, LLC and Uloo Partners LLC (the "Sellers").

WHEREAS, Buyer Parent, USCo1, USCo2, the Company and the Sellers are parties to that certain Membership Interest Purchase and Contribution Agreement, dated as of June 29, 2021, as amended by that certain amendment and waiver dated as of December 30, 2021 (as amended, the "Purchase Agreement"; terms used but not defined in this Waiver shall have the meanings ascribed to them in the Purchase Agreement);

WHEREAS, the Parties have engaged in discussions to revise the payment schedule under the Purchase Agreement based on the performance of the Business; and

WHEREAS, the Parties desire to provide sufficient time to prepare such payment schedule.

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

1. Amendment. The Parties agree that, notwithstanding the terms of Sections 2.3, 7.2(h) and 7.2(i) of the Purchase Agreement:

   a. Buyer's obligations with respect to the quarter ended September 30, 2021, pursuant to Section 2.3(a)(i) of the Purchase Agreement (the "September Deferred Amount"), which shall be reduced by the deficit in the Operating Amount, which was US$116,263.61 (the "Post-Closing Adjustment"), shall be paid on or before June 30, 2022, and such September Deferred Amount, less the Post-Closing Adjustment, shall accrue simple interest at a 6% annual rate from December 31, 2021 until such payment is made.
   b. Buyer's obligations with respect to the quarter ended December 31, 2021, pursuant to Section 2.3(a)(i) of the Purchase Agreement (the "December Deferred Amount"), shall be paid on or before June 30, 2022, and such December Deferred Amount shall accrue simple interest at a 6% annual rate from March 31, 2022 until such payment is made.

2. Agreement to Amend Purchase Agreement. The Parties shall cooperate in good faith, if necessary, to execute an amendment to the Purchase Agreement prior to June 30, 2022 that updates the payment schedule for the remaining payments to be made under the Purchase Agreement (the "Further Amendment").

3. Waiver. The Parties agree that, except as otherwise expressly contemplated herein or in any Further Amendment, all obligations regarding the timing of the payments by Buyer and the delivery of the EBITDA calculation contemplated in Section 2.3 of the Purchase Agreement and the timing of payments by Sellers and the delivery of the Post-Closing Calculation contemplated in Section 7.2(h) of the Purchase Agreement are hereby waived in their entirety until June 30, 2022.

4. Purchase Agreement Unmodified. This Waiver is subject to, and made pursuant to, the terms of the Purchase Agreement and, other than amended hereby, does not amend or modify anything in the Purchase Agreement, except for the specific waivers and amendments contained herein.

5. Governing Law. This Waiver shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts executed in and to be performed in that State.

6. Counterparts. This Waiver may be executed and delivered (including by facsimile or portable document format (pdf) transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

[*Signature page follows*]

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IN WITNESS WHEREOF, the Parties have executed this Waiver as of the date first written above.

BUYER:

BLOOM HEALTH HOLDINGS CORP.

DocuSigned by:

By: Andrew Morton

3AAEE63D3CFE4D2...

Name: Andrew Morton
Title: President

BUYER PARENT:

BLOOM HEALTH PARTNERS INC.

DocuSigned by:

By: Andrew Morton

3AAEE63D3CFE4D2...

Name: Andrew Morton
Title: CEO

USCO2:

BLOOM HEALTH CAPITAL CORP.

DocuSigned by:

By: Andrew Morton

3AAEE63D3CFE4D2...

Name: Andrew Morton
Title: President

SELLERS:

CPL INVESTMENTS, LLC

DocuSigned by:

By: Cole Lysaught
927242EDDDC34D0...
Name: Cole Lysaught
Title: Manager

ULOO PARTNERS, LLC

DocuSigned by:

By: Abbas Khan
CBD0ABB610B6457...
Name: Abbas Khan
Title: Manager

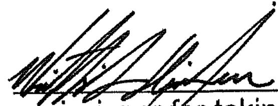
COMPANY:

ROUND HILL HEALTH PARTNERS, LLC
By: BLOOM HEALTH HOLDINGS CORP., its Manager

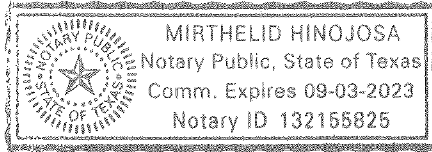
DocuSigned by:

By: Andrew Morton
3AAEE63D3CFE4D2...
Name: Andrew Morton
Title: President

This is Exhibit "E" to the Affidavit #1 of
Cole Lysaught affirmed December 8, 2022
before me at the City of Dallas.



A Commissioner for taking of oaths.



VELA | WOOD

ATTORNEYS AND COUNSELORS

Katherine K. Porter
Attorney-at-Law
kporter@velawoodlaw.com

5307 E. Mockingbird Lane, Suite 802
Dallas, TX 75206
(o) 214.821.2300 (f) 214.821.2844

October 28, 2022

Via Electronic Mail
Marlis Yassin
Maitri Health Technologies Corp.
907 – 1030 West Georgia Street
Vancouver, British Columbia V6E 2Y3
Canada
myassin@sentinelcorp.ca
marlis@maitrihealth.ca

Re: Demand for Payment – Bloom Health Holdings Corp.

Dear Ms. Yassin:

We represent CPL Investments LLC ("**CPL**") and Uloo Partners LLC ("**Uloo**") (together, "**Sellers**") and write in connection to the Membership Interest Purchase and Contribution Agreement ("**Purchase Agreement**") by an among Maitri Health Technologies Corp. ("**Maitri**"), Bloom Health Holdings Corp. ("**Buyer**"), Bloom Health Captial Corp. ("**Bloom Capital**"), Round Hill Health Partners, LLC ("**Company**") and Sellers dated as of June 21, 2021, as amended.

This letter serves to formally notify Buyer of its repeated material breaches of the Purchase Agreement. Since entering into the Purchase Agreement in June 2021, Buyer has repeatedly failed to make payments owed to Sellers and, to date, has not yet made a single timely and full payment of its quarterly payment obligations. Sellers previously have afforded considerable leeway to Buyer, including by agreeing to defer certain payment due dates. However, Buyer still has failed to satisfy its payment obligations under the Purchase Agreement. As of today, Buyer owes Sellers **$3,179,760** for the quarters ending September 30, 2021, December 31, 2021, and March 31, 2022 as set forth below:

- Under Section 1(a) of the Second Amendment and Waiver dated March 15, 2022 ("**Second Amendment**"), Sellers agreed to defer the payment due date for the quarter ended September 30, 2021 by six months – i.e., until June 30, 2022 – with interest accruing at a 6% annual rate from December 31, 2021 until payment was made. Buyer failed to make payment by the revised deadline of June 30, 2022. Instead, on July 20, 2022, Buyer made a *partial* payment of $1,500,000 to Sellers. As of today, Buyer still owes $1,990,661 to Sellers for the quarter ending September 30, 2021, with interest on this amount continuing to accrue.

- Similarly, in accordance with Section 1(b) of the Second Amendment, Sellers agreed to amend the payment date for the quarter ending December 31, 2021 until June 30, 2021, with interest accruing at a 6% annual rate from March 31, 2022 until the payment date. Buyer has failed to

make *any* payment for the quarter ending March 31, 2022 and therefore, as of today, owes Sellers $716,591, with interest continuing to accrue.

- Pursuant to Section 2.3(a)(i), Buyer failed to pay the amounts owed to Sellers for the quarter ending March 31, 2022. Buyer owes Sellers **$458,636** for this quarter.

In addition to failing to make timely payments, Buyer has breached other obligations under the Purchase Agreement. Pursuant to Section 2.3(c) of the Purchase Agreement, Buyer must "provide Sellers with a reasonable calculation of the EBITDA described in Section 2.3(a)(i) within sixty (60) days of the end of each fiscal quarter." Despite repeated requests, Buyer has failed to provide Sellers with the calculation of the EBITDA for the quarter ending June 30, 2022.

Sellers herby demand that Buyer (1) immediately pay Sellers **$3,179,760** for the amounts owed to date, and (2) provide Sellers with a calculation of EBIDTA for the quarter ending June 30, 2022. If these breaches are not remedied by **November 4, 2022**, Sellers will have no choice but to take legal action. This letter is without waiver or prejudice to all rights and/or remedies available to Sellers, all of which are expressly reserved.

Sincerely,

VELA WOOD PC

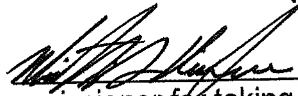
By: Katherine K. Porter
Partner

Cc:

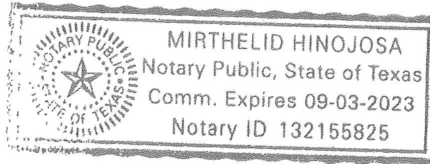
Christopher Doerksen
Dorsey & Whitney LLP
701 Fifth Avenue, Suite 6100
Seattle, WA 98104
Doerksen.Christopher@dorsey.com

Sam Cole
Cassels Brock & Blackwell LLP
Suite 2200, HSBC Building,
885 West Georgia Street
Vancouver, BC V6C 3E8
scole@cassels.com

This is Exhibit "F" to the Affidavit #1 of Cole Lysaught affirmed December 8, 2022 before me at the City of Dallas.



A Commissioner for taking of oaths.



PERSONAL PROPERTY REGISTRY SEARCH RESULT

BC Registries and Online Services

Business Debtor - "BLOOM HEALTH PARTNERS INC."

Search Date and Time: November 29, 2022 at 1:45:19 pm Pacific time
Account Name: FARRIS LLP
Folio Number: 88888-CPL

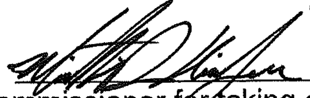
NIL RESULT

0 Matches in 0 Registrations in Report   Exact Matches: 0 (*)   Total Search Report Pages: 0

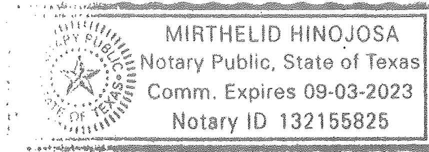
The search returned a NIL result. 0 registrations were found.

No registered liens or encumbrances have been found on file that match EXACTLY to the search criteria listed above and no similar matches to the criteria have been found.

This is Exhibit "G" to the Affidavit #1 of
Cole Lysaught affirmed December 8, 2022
before me at the City of Dallas.



A Commissioner for taking of oaths.



District of British Columbia
Court File No.
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

CPL INVESTMENTS LLC and ULOO PARTNERS LLC

PETITIONER

AND:

BLOOM HEALTH PARTNERS INC.

RESPONDENTS

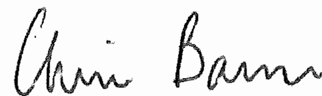
CONSENT TO ACT AS RECEIVER

BDO Canada Limited is a licensed trustee in bankruptcy under the *Bankruptcy and Insolvency Act* and is licensed to act in all provinces of the Dominion of Canada.

BDO Canada Limited is prepared to accept an appointment as Receiver of Bloom Health Partners Inc. pursuant to the terms of an Order of the Supreme Court of British Columbia.

Dated at Vancouver, British Columbia, this 8th day of December 2022.

BDO Canada Limited



Per: ______________________________

Chris Bowra
Unit 1100, 1055 W Georgia St
Vancouver, BC, V6E 3P3
PH: 604-688-5421